

PROFESSIONAL SERVICES AGREEMENT

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

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

2027 Street Preservation Program Arterial Mill & Overlay Projects
Project No. 3-P001-27 – Northgate (Harold Street to Mill Creek)
Project No. 3-P-003-27 – Mur-Len Road (143rd Street to 151st Street)

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 three hundred ninety-four thousand, three hundred and one dollars and zero cents (\$394,371.00), 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 thirteen thousand eight hundred thirty seven dollars and zero cents (\$13,837.00) for the following expenses related only to the Project: (a) expense of transportation in connection with the Project; (b) expenses in connection with authorized out-of-town travel; (c) long-distance communications; (d) expenses of printing and reproductions; (e) postage and facsimile transmissions; (f) expenses of renderings and models requested by City, and (g) other costs as authorized by City in writing as set forth herein.

B. SERVICES BEYOND THE SCOPE OF SERVICES

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

C. BILLING & PAYMENT

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

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

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

D. SCHEDULE

All services must be completed As mutually agreed upon.

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.

6. Permits and Right-of-Way: These services will include preparation of plans, exhibits and applications required for securing approvals, licenses, or permits from governmental or corporate agencies or authorities. Consultant will provide City with executed documents for any right-of-way or easements necessary for the construction of the improvement, unless eminent domain proceedings are required to secure any necessary right-of-way or easements. Consultant will comply with the conditions set out in the Land Acquisition Checklist for Consultant Projects as in **Exhibit D**. If City will be responsible for acquiring the necessary Right-of-Way or easements, a survey of the areas needed, title report (with last deed), and other necessary information will be provided with two copies of the preliminary construction plans to City. It is recognized that such information cannot be provided for some tracts until the completion of the final construction plans.

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. If Consultant has followed the cost estimating recommendations provided by others, or if due to market conditions Consultant could not reasonably anticipated bids exceed Consultant Final Cost Estimate, such revisions by Consultant shall be provided as an Additional Service.

D. CONSTRUCTION PHASE

1. In-House Administration and Inspection: It is understood that City will provide full-time, in-house administration and inspection of the construction Project and the work of the construction contractor at City's expense, unless otherwise agreed upon in writing by the Parties. Consultant will assist City by providing general administration and inspection of the work of the construction contractor as requested by City by conducting periodic inspections of the construction contractor's work during construction and will assist City in a final inspection of the construction Project after completion of the work by the construction contractor. Consultant will also check shop drawings and assist City in making interpretation of plans and specifications and reviewing pay estimates for making payments to the construction contractor.
2. Services: The Professional Services provided during this phase are set out in **Exhibits B and E**, both attached hereto and incorporated by reference.
3. Additional Drawings: If during construction, situations arise which require additional drawings or details, Consultant agrees to provide such additional drawings or details at no

cost to City when the additional drawings or details are required to correct Consultant's errors or omissions or clarify Consultant's intent in the original design and preparation of construction drawings. If such situations occur through no fault of Consultant, or are beyond Consultant's control, both Parties agree to negotiate an equitable payment to Consultant for Consultant's Professional Services rendered, which will be accomplished through a Change Order.

4. Staking: Unless otherwise provided, staking must be included in the bid specifications to be performed by the construction contractor.
5. Notice of Defects: If, based on Consultant's involvement during the construction phase, Consultant observes or otherwise becomes aware of any defect in the work, Consultant will give prompt written notice to City of such defects and their approximate location on the Project. However, Consultant will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions, inspections and programs in connection with the work, since these are solely the construction contractor's responsibility under the contract for construction to be entered into with City. Consultant will not be responsible for the construction contractor's schedules or failure to carry out the work in accordance with the Contract Documents. Consultant will not have control over or charge of acts or omissions of any construction contractor, any of a construction contractor's subcontractors, or any of the agents or employees of a construction contractor selected by City to construct the Project.
6. Shop Drawings: Consultant will review and take appropriate action on the chosen construction contractor's shop drawings and samples, and the results of tests and inspections and other data which each construction contractor is required to submit for the purposes of reviewing for compliance with the design concept and conformance with the requirements of the Contract Documents and the City of Olathe Technical Specifications and Design Criteria for Public Improvements.

E. GENERAL DUTIES AND RESPONSIBILITIES

1. Personnel: Consultant will assign only qualified personnel to perform any service concerning the Project as identified in Consultant's response to the Request for Proposals. At the time of execution of this Agreement, the Parties anticipate that the following individual will perform as the principal on this Project: Scott Komarek, 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. 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.

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

Bartlett & West, Inc.]
Attn: Scott Komarek
10895 Grandview Drive, Suite 110
Corporate Woods Bld 24
Overland Park, KS 66210

2. Compensation for Convenience Termination: If City terminates for its convenience as provided herein, City will compensate Consultant for all Professional Services completed and accepted and reimbursable expenses incurred to the date of its receipt of the termination notice and any additional Professional Services and reimbursable expenses requested by City to bring the Project to reasonable termination. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed.
3. Compensation for Cause Termination: If City terminates for cause or default on the part of Consultant, City will compensate Consultant for the reasonable cost of Professional Services and reimbursable expenses completed and accepted to date of its receipt of the termination notice. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed. City also retains all its rights and remedies against Consultant including but not limited to its rights to sue for damages, interest and attorney fees.
4. Incomplete Documents: Neither Consultant nor its subcontractors will be responsible for errors or omissions in documents which are incomplete because of an early termination under this Section, or Consultant having been deprived of the opportunity to complete such documents and prepare them to be ready for construction.

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

B. DISPUTE RESOLUTION

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

C. OWNERSHIP OF CONSULTANT DOCUMENTS

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

D. INSURANCE

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

seven (7) days prior to allowing the subcontractor to perform any services on this Project. Consultant agrees that any subcontractor providing services on said Project without providing a certificate of insurance acceptable to the City's Risk Manager will immediately cease all services on said Project and will assume all financial risk associated with such failure thereto.

E. INDEMNITY

1. Loss: For purposes of indemnification requirements, the term "Loss" means 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 recoverable by law), 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, subject to the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, Consultant agrees to indemnify, defend (except there is no duty to defend professional liability claims) and hold harmless City and its employees from 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 including claims that arise out of theory of law including joint, concurring or contributory or comparative fault. 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: The Consultant's obligation hereunder will not include amounts attributable to the fault or negligence of City or any Third Party for whom Consultant is not responsible.
4. Damage Limitations: The indemnification obligation contained in this Agreement will not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for Consultant or its subcontractors, by the minimum insurance required by this Agreement, nor under workers' compensation acts, disability benefit acts, or other employee benefit acts.
5. Negligence by the City: Consultant is not required hereunder to defend City or its agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence.

F. AFFIRMATIVE ACTION/OTHER LAWS

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

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

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

G. KANSAS OPEN RECORDS ACT

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

H. ENTIRE AGREEMENT

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

I. APPLICABLE LAW, JURISDICTION, AND VENUE

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

J. NO THIRD-PARTY BENEFICIARIES

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

K. INDEPENDENT CONTRACTOR

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

L. DELIVERABLES

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

per the City of Olathe Technical Specifications and Design Criteria for Public Improvements. Consultant may rely on the information provided by City in preparing such documents, subject to the professional standard of care required by this Agreement.

M. 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 upon request will provide City a copy of its certificate of good standing to conduct business in the State of Kansas.

P. FORCE MAJEURE CLAUSE

Neither party will be considered in default under this Contract because of any delays in performance of obligations hereunder due to causes beyond the control and without fault or negligence on the part of the delayed party, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, tornado, epidemic, quarantine

restrictions, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the delayed party must notify the other party in writing of the cause of delay and its probable extent within ten (10) days from the beginning of such delay. Such notification will not be the basis for a claim for additional compensation. The delayed party must make all reasonable efforts to remove or eliminate the cause of delay and must, upon cessation of the cause, diligently pursue performance of its obligation under the agreement.

Q. 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.

R. 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.

S. AMBIGUITY CLAUSE AND HIERARCHY OF INTERPRETATION

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

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

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

U. EXECUTION OF CONTRACT

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

CITY OF OLATHE, KANSAS

By: _____
(Mayor OR City Manager OR Dept Head)

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney or Deputy/Assistant City Attorney

BARTLETT & WEST INC.

By: 

Scott Komarek, PE
Sr. Project Manager
10895 Grandview Drive, Suite 110
Corporate Woods Bld 24
Overland Park, KS 66210

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OF EXHIBITS**

Exhibit A	Description of Project & Map
Exhibit B	Scope of Services
Exhibit C	Fee & Rate Schedule
Exhibit D	Land Acquisition Checklist for Consultant Projects
Exhibit E	Utility Coordination Checklist
Exhibit F	City of Olathe Insurance Requirements

EXHIBIT A
Description of Project & Map

EXHIBIT A
Description of Project & Map
2027 Street Preservation Program (SPP) Arterial Mill & Overlay Projects

PN 3-P-001-27 – Northgate (Harold Street to Mill Creek)

PN 3-P-003-27 – Mur-Len Road (143rd Street to 151st Street)

This Agreement provides professional engineering services for the design and construction support of two arterial roadway improvement projects included in the City of Olathe’s 2027 Street Preservation Program (SPP). These projects are intended to preserve and extend the service life of existing roadway infrastructure, improve pedestrian accessibility, address localized drainage deficiencies, and coordinate infrastructure improvements within established arterial corridors.

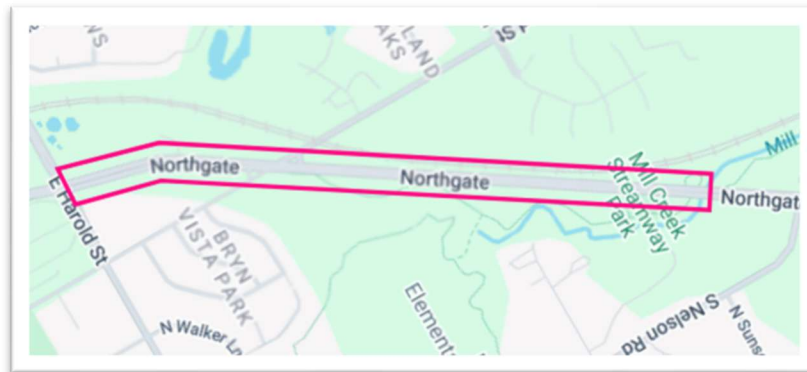
Design services under this Agreement include survey and data collection, utility coordination, preparation of construction plans and cost estimates, assistance during the bidding process, and limited construction engineering assistance. A detailed Scope of Services is provided in **Exhibit B**. Vicinity maps identifying the location and limits of each project are included below.

Northgate Arterial Mill and Overlay Project

Project Number: 3-P-001-27

Project Limits: Harold Street to Mill Creek

Vicinity Map – Northgate Corridor



The Northgate Arterial Mill and Overlay Project includes improvements along an established north–south arterial roadway serving residential neighborhoods, schools, trail connections, and nearby community facilities. The corridor accommodates daily commuter traffic and functions as an important connection within the City’s arterial roadway network.

Proposed improvements include asphalt milling and resurfacing, asphalt base and crack repairs as needed, spot replacement of concrete curb and gutter, spot sidewalk widening to provide an approximately 8-foot pedestrian facility along the east side of the corridor, storm sewer pipe replacements, ADA ramp upgrades, updated pavement markings, lighting improvements, pedestrian accommodations, and traffic signal detection replacements at Woodland Street and upgrades at Harold Street.

Temporary construction easements may be required in select locations to support construction activities, including driveway and sidewalk reconstruction. Tract maps and legal descriptions for anticipated temporary construction easements will be prepared by Bartlett & West and coordinated with the City.

Engineering services include survey and data collection, utility coordination, preparation of construction plans and cost estimates in accordance with City of Olathe standards and specifications, assistance with bidding, and limited construction engineering assistance. Limited temporary construction easements may be required in select locations to support construction and will be coordinated with the City.

Mur-Len Road Arterial Mill and Overlay Project

Project Number: 3-P-003-27

Project Limits: 143rd Street to 151st Street

Vicinity Map – Mur-Len Road Corridor



The Mur-Len Road Arterial Mill and Overlay Project includes improvements along a key north–south arterial roadway serving established residential neighborhoods, commercial areas, and regional traffic. The corridor provides continuity between adjacent arterial streets and supports multimodal transportation within south Olathe.

Proposed improvements include asphalt milling and resurfacing, asphalt base and crack repairs as needed, spot replacement of concrete curb and gutter, spot sidewalk widening to provide an approximately 8-foot pedestrian facility along the east side of the corridor, storm sewer replacements, ADA ramp upgrades, updated pavement markings, and traffic signal detection replacements at 143rd Street.

Temporary construction easements may be required in select locations to support construction activities associated with storm sewer pipe replacements, sidewalk improvements, and driveway reconstruction. Tract maps and legal descriptions for anticipated temporary construction easements will be prepared by Bartlett & West and coordinated with the City.

Engineering services include survey and data collection, utility coordination, preparation of construction plans and cost estimates in accordance with City of Olathe standards and specifications, assistance with bidding, and limited construction engineering assistance. Limited temporary construction easements may be required in select locations to support construction and will be coordinated with the City.

EXHIBIT B
Scope of Services
2027 Street Preservation Program (SPP) Arterial Mill & Overlay Projects

PN 3-P-001-27 – Northgate (Harold Street to Mill Creek)

PN 3-P-003-27 – Mur-Len Road (143rd Street to 151st Street)

Bartlett & West will provide professional engineering services for the survey, design, and limited construction support of the City of Olathe’s 2027 Street Preservation Program (SPP) Arterial Mill and Overlay Projects. Services will be performed for two arterial corridors in accordance with applicable City of Olathe standards, procedures, and specifications, as well as relevant state and federal requirements.

Services are organized into task-based elements consistent with the City’s project development process and include Survey (Task 0), Pre-Design and Utility Coordination (Task 1), Preliminary Design (Task 2), Final Design (Task 3), and Construction Engineering Assistance (Task 4).

This Scope of Services is supplemented by **Exhibit B-1** (Design Scope of Services & Fee) and **Exhibit B-2** (Survey Scope of Services & Fee).

TASK 0 – SURVEY

(Reference Exhibit B-2)

Survey services will be provided in advance of and in support of Tasks 1 – 4 of this Scope of Services. Bartlett & West will provide comprehensive survey and data collection services for the 2027 Street Preservation Program Arterial Mill and Overlay Projects. All survey services will be performed by Bartlett & West’s in-house survey team and will support overall project development, including preliminary design, final design, utility coordination, and identification of anticipated temporary construction easements for both project corridors.

Control

Bartlett & West will establish new horizontal and vertical survey control within each project corridor. Control will include multiple horizontal control points and permanent benchmarks sufficient to support accurate and consistent survey coverage across the limits of work. Control will be tied to appropriate published control where available and will serve as the basis for all boundary and topographic survey activities.

Boundary

Boundary survey services will be provided to establish existing right-of-way and ownership limits necessary to support design and identification of anticipated temporary construction easements. Boundary determination will be based on review of recorded plats, deeds, land corners, and other available record documentation, combined with field investigation and recovery of physical evidence. Boundary survey services will be limited to areas required to support the proposed improvements and preparation of survey exhibits. Boundary survey services do not include establishment of permanent right-of-way lines beyond those necessary to support anticipated temporary construction easements.

Topography

Bartlett & West will perform detailed topographic surveying only within the focused limits necessary to support storm sewer pipe replacements and other targeted areas where constraints are anticipated, including select locations associated with the wide sidewalk along the east side of each corridor. Survey data in these areas will include roadway features, pavement limits, curb and gutter, sidewalks, drainage structures, visible utilities, and other surface features required for design. Storm sewer structures within these focused limits will be surveyed to support replacement design, including collection of invert elevations, pipe sizes, materials, orientations, and structure elevations where accessible. Utility survey services are limited to visible, surface-accessible features and accessible structure interiors, with utilities marked based on One Call responses. All remaining areas of the corridors will be designed using high-resolution drone aerial imagery collected following the Field Walkthrough, which will be used to document existing conditions.

Exhibits

Bartlett & West will prepare exhibits to support design, utility coordination, and right-of-way needs for both project corridors. This includes preparation of tract-specific exhibits identifying anticipated temporary construction easements required for construction of the proposed improvements. Survey services assume preparation of one temporary construction easement exhibit for the Northgate corridor and two temporary construction easement exhibits for the Mur-Len Road corridor, prepared on a per-tract basis. Bartlett & West's scope includes preparation of the associated tract maps and legal descriptions for these anticipated easements for use by the City in support of the acquisition process. Negotiation, acquisition, and compensation for easements will be provided by the City unless specifically authorized through an amendment to this Agreement. Survey exhibits will be incorporated into the project base mapping and used to support plan development as appropriate. A summary of survey scope items and associated fee roll-ups for both corridors is provided in Exhibit B-2, which is incorporated herein by reference.

TASK 1 – PRE-DESIGN AND UTILITY COORDINATION

(Reference Exhibit B-1, Task 1)

Bartlett & West will compile and review available background information for each project corridor, including as-built drawings, AIMS mapping provided by the City, aerial imagery, existing contours, surface features, utility records, and available right-of-way and parcel information. This information will be coordinated with survey and drone data to support development of base mapping for design.

A site visit will be conducted with City staff along each project corridor, generally encompassing approximately one mile of arterial roadway. The site visit will be used to evaluate existing conditions and to support determination of mill and overlay limits, identification of pavement repair needs, and identification of curb, sidewalk, median, and ADA ramp replacements. The site visit will also be used to identify potential conflicts associated with proposed storm sewer pipe replacements and wide sidewalk improvements.

Bartlett & West will initiate utility coordination by contacting known utility owners within the project limits to request available facility mapping. Plan exhibits will be distributed for review, and utility responses will be documented. A joint utility coordination meeting with utility owners will be organized and facilitated, either in person or via Microsoft Teams, to discuss existing facilities, potential conflicts, and proposed improvements.

Ongoing coordination during the utility relocation design phase will be provided through meetings, correspondence, and documentation consistent with the level of effort identified in Exhibit B-1.

Bartlett & West will also provide limited review of utility relocation plans prepared by others for general compatibility with the proposed improvements and will respond to design-related questions as requested by the City. The City will be responsible for monitoring relocation schedules, construction sequencing, and installation. For the Mur-Len Road project, this task includes additional coordination support during the 2027 gap year in advance of anticipated construction.

TASK 2 – PRELIMINARY DESIGN

(Reference Exhibit B-1, Task 2)

Bartlett & West will prepare Preliminary Design documents to support Field Check review for each corridor. This work includes preparation of the Title Sheet, General Notes, Survey Reference Sheet, and Alignment Detail Sheet in accordance with City of Olathe standards.

Typical sections will be developed for mill and overlay improvements, including variations to accommodate proposed wide sidewalks and localized curb and sidewalk spot replacements. For the Northgate corridor, two typical sections will be prepared. For the Mur-Len Road corridor, three typical sections will be prepared. Horizontal geometry for the proposed wide sidewalks will be developed and clearly shown on the plan sheets. Cross sections are not included.

For the Northgate corridor, Bartlett & West will develop horizontal geometry for the proposed wide sidewalk along the east side of the corridor between Harold Street and the connection to the existing Gary L. Haller Trail. Alternatives for the sidewalk connection at Timberlane Boulevard will be evaluated, and a preferred alternative will be presented to the City for approval prior to the Field Check submittal. Horizontal and vertical geometry will also be developed for reconstruction of the residential entrance at 1304 N Woodland Road. For the Mur-Len Road corridor, horizontal geometry for the proposed wide sidewalk along the east side of the corridor between 143rd Street and 151st Street will be developed. Alternatives for replacement of the existing integral sidewalk retaining wall at 15001 S Mur-Len Road will be evaluated, and a preferred alternative will be presented to the City for approval prior to the Field Check submittal. Horizontal and vertical geometry will also be developed for reconstruction of the residential entrance at 16641 W 144th Terrace.

Bartlett & West will design replacement of existing storm sewer pipes along each corridor. For Northgate, this includes design of sixteen replacement pipes totaling approximately 1,175 linear feet, preparation of pipe profile sheets, and evaluation of opportunities to improve pipe skews at cross-road crossings along Kansas Avenue where feasible. For the Mur-Len Road corridor, this includes design of twelve replacement pipes totaling approximately 1,971 linear feet with accompanying pipe profile sheets. Storm sewer services are limited to replacement of identified pipes and do not include hydrologic or hydraulic analysis.

Split plan and quantity sheets will be prepared for rehabilitation improvements, including clear identification of bid items eligible for reimbursement through the Johnson County Stormwater Management Program. Preliminary pavement marking and signing plan sheets will be prepared for each corridor, and the City of

Olathe's standard traffic control details will be incorporated into the plan set. For both corridors, construction activities are anticipated to be accommodated using the City's standard traffic control details, and preparation of project-specific detour plans is not included.

Preliminary street lighting plan sheets will be prepared for the Northgate corridor. Preliminary traffic signal and pedestrian accommodation plan sheets will be prepared as applicable, including loop detector replacements, radar detection upgrades, and evaluation of pedestrian push button locations to support ADA compliance.

Preliminary construction quantities and a preliminary engineer's estimate of probable construction cost will be prepared, including identification of bid items eligible for reimbursement through the Johnson County Stormwater Management Program. Bartlett & West will conduct an internal QA/QC review of the Field Check Plans and preliminary engineer's estimate. Electronic Field Check deliverables will be submitted to the City in accordance with City requirements. Project coordination will be provided throughout the Preliminary Design phase and will include monthly meetings, routine communication, schedule coordination, budget tracking, and preparation of invoices, consistent with Exhibit B-1.

TASK 3 – FINAL DESIGN

(Reference Exhibit B-1, Task 3)

Bartlett & West will address City comments received during the Field Check review and incorporate design revisions resulting from ongoing utility coordination. Construction plans will be updated and finalized, including roadway, drainage, signing and pavement marking, lighting, and traffic signal or pedestrian accommodation plan sheets, as applicable. Final construction quantities and the engineer's estimate of probable construction cost will be prepared, including detailed quantity breakout tables and identification of bid items eligible for reimbursement through the Johnson County Stormwater Management Program. Applicable City of Olathe Standard Details will be incorporated into the Final Plans.

Bartlett & West will prepare documents and supporting information for inclusion in the Project Manual using City-provided templates. Internal QA/QC reviews will be conducted prior to the Final Plan submittal, and electronic Final Plan deliverables will be submitted in accordance with City requirements. Bartlett & West will submit a sealed Engineer's Estimate through Bonfire and will provide bidding support, including preparation of addenda and limited plan revisions as requested prior to bid opening. Project coordination with the City will continue throughout Final Design and bidding.

TASK 4 – CONSTRUCTION ENGINEERING ASSISTANCE

(Reference Exhibit B-1, Task 4)

Bartlett & West will provide limited construction engineering assistance. Services include preparing for and attending the City-led pre-construction meeting and providing the plan sets and Project Manuals specified in Exhibit B-1.

During construction, Bartlett & West will respond to contractor requests for information, assist with design-related questions, and prepare minor plan revisions, assuming up to two revisions. Record drawings will be prepared by incorporating approved plan revisions and inspector or contractor markups.

ASSUMPTIONS AND LIMITATIONS

- Permitting services are not included in this scope. Bartlett & West will prepare and provide plan exhibits required by the City for coordination with BNSF related to mill and overlay improvements along Woodland Street. Any permit applications, fees, or agency approvals will be managed separately by the City unless otherwise authorized.
 - Storm sewer services are limited to replacement of existing storm sewer pipes generally in kind and based on existing configurations. Hydrologic or hydraulic analysis and evaluation of drainage system capacity is not included.
 - Traffic control and erosion and sediment control plans are limited to the inclusion of general notes and standard details.
 - Utility relocation design will be completed by the individual utility owners. Field monitoring of utility relocation work is not included and is assumed to be performed by the City. Any required potholing will be contracted separately by the City or completed directly by utility owners.
 - Public involvement activities, stakeholder outreach, and coordination with adjacent property owners or neighborhood groups are not included in this scope of services.
 - The City will provide AIMS mapping and available background information for use in design and survey coordination.
 - Construction engineering assistance does not include inspection or materials testing.
-

SCHEDULE

The following schedule milestones are based on the City's current program expectations and are provided for planning and coordination purposes. Schedule dates reflect anticipated submittals for each project corridor. If unexpected changes are encountered during design, schedule updates will be made accordingly and communicated to the City in a timely manner.

Northgate Arterial Mill and Overlay Project (PN 3-P-001-27)

- Notice to Proceed: May 6, 2026
- Field Check Plans Submittal: August 14, 2026
- Final Plans Submittal: October 30, 2026
- Bidding Plans Submittal: December 22, 2026
- Advertise for Construction: January 11, 2027

Mur-Len Road Arterial Mill and Overlay Project (PN 3-P-003-27)

- Notice to Proceed: May 6, 2026
- Field Check Plans Submittal: August 14, 2026
- Final Plans Submittal: April 1, 2027
- Bidding Plans Submittal: September 1, 2027
- Advertise for Construction: October 1, 2027

Exhibit B-1 - Design Scope of Services & Fee: 2027 Mill & Overlay Projects		Engineer XII	Engineer XI	Engineer VIII	Engineer VI	Engineer II	Total Costs
April 21, 2026		\$297	\$276	\$224	\$199	\$148	
3-P-001-27 - Northgate (Harold Street to Mill Creek)							
1 Pre-Design & Utility Coordination							
1.1	Compile and review available background information, including as-built drawings, AIMS data, aerial imagery, existing contours, surface features, utility records, and right-of-way and parcel data, for incorporation into base mapping in coordination with survey and drone data (assumes the City will provide AIMS mapping).		2		4	12	\$3,124
1.2	Perform a site visit with City staff along approximately one mile of a four-lane divided roadway to evaluate existing conditions and collect field data to support determination of mill and overlay limits, crack repair needs, base repairs, curb, sidewalk, median pavers, and ADA ramp replacements, and to identify potential conflicts related to pipe replacements and the proposed wide sidewalk.		6		6	6	\$3,738
1.3	Contact utility companies within the project limits to request available facility mapping, provide plan exhibits for field check review, and document utility responses, including required follow-up coordination.				8	4	\$2,184
1.4	Coordinate and participate in one joint meeting with all utility owners, either in person or via Microsoft Teams, to discuss existing facilities, potential conflicts, and improvements associated with pipe replacements and the proposed wide sidewalk (includes preparation, meeting time, and documentation).		4		6	4	\$2,890
1.5	Provide utility coordination during the utility relocation design phase, including phone calls, meetings, correspondence, and documentation necessary to support identification and resolution of utility conflicts related to pipe replacements and the proposed wide sidewalk.		2	2	12	4	\$3,980
1.6	Review utility relocation plans prepared by others for general compatibility with the proposed project improvements and provide limited coordination support during the relocation phase, assuming the City will monitor relocation schedules, progress, and installation locations, with consultant support limited to responding to design-related questions as requested by the City.		2	2	12	4	\$3,980
Pre-Design & Utility Coordination		0	16	4	48	34	\$19,896
2 Preliminary Design							
2.1	Prepare Title Sheet, General Notes, Survey Reference Sheet, and Alignment Detail Sheet in accordance with City standards to support design development of the proposed improvements.		2		4	16	\$3,716
2.2	Develop typical sections for mill and overlay improvements, including variations to accommodate the proposed wide sidewalk on the east side of the corridor and localized curb and sidewalk spot replacements (assumes 2 typical sections for Northgate and 1 typical section for Timberland Boulevard).		2		4	12	\$3,124
2.3	Develop horizontal geometry for the proposed wide sidewalk on the east side of Northgate between Harold Street and the connection to the existing Gary L. Haller Trail with sidewalk geometry clearly defined on the plan sheets (assumes cross sections will not be provided).		2		8	24	\$5,696
2.4	Evaluate alternatives for the proposed sidewalk connection to connect Gary L. Haller Trail to Northgate on the north or south side of Timberlane Boulevard and present preferred alternative to the City for approval prior to the Field Check Plans submittal.		2		4	12	\$3,124
2.5	Develop horizontal and vertical geometry for the reconstruction of the residential entrance at 1304 N Woodland Road for the proposed wide sidewalk.				2	8	\$1,582
2.6	Design replacement of existing storm sewer pipes along Northgate Street, consisting of 16 replacement pipes totaling 1,175 linear feet, including preparation of pipe profile sheets and evaluation of opportunities to improve pipe skews at crossroad crossings along Kansas Avenue, where feasible (assumes no hydrology or hydraulic analysis or design will be performed).		2	16	8	48	\$12,832
2.7	Develop split plan and quantity sheets for rehabilitation improvements along Northgate Street at a scale of (1" = 30'), including clear identification of items eligible for reimbursement through the Johnson County Stormwater Management Program (SMP).		2	8	24	60	\$16,000
2.8	Prepare preliminary pavement marking and signing plan sheets at a scale of (1" = 30') for Northgate Street, including the Harold Street and Woodland Street intersections.		2		8	24	\$5,696
2.9	Prepare preliminary street lighting plan sheets for the proposed median-mounted lighting along Northgate between Harold Street and Woodland Street.		2	8	4	20	\$6,100
2.10	Prepare preliminary traffic signal and pedestrian accommodation plan sheets for the Harold Street and Woodland Street intersections along Northgate Street, including loop detector replacements at Woodland Street, radar detection upgrades at Harold Street, and evaluation of pedestrian push button locations to verify ADA compliance (includes identifying the need for new pedestrian push button poles or relocation of existing equipment to accommodate the proposed wide sidewalk along the east side of the Northgate corridor and consideration of the wide sidewalk currently being constructed on the east side of Kansas Avenue south of the Harold Street intersection).		2		16	40	\$9,656
2.11	Prepare preliminary construction quantities and a preliminary engineer's estimate of probable construction cost for the proposed improvements (assumes breakout of items eligible for reimbursement through the Johnson County SMP).		2	6	12	32	\$9,020
2.12	Conduct internal QA/QC review of the Field Check Plans and Engineer's Estimate prior to submittal.	4	4		4		\$3,088
2.13	Prepare and submit electronic Field Check project deliverables to the City for review in accordance with the City's submittal requirements.		2		2		\$950
2.14	Provide project coordination with the City, including monthly review meetings, budget tracking, schedule coordination, routine communication via email and Microsoft Teams, and preparation of invoices (assumes a 4-month Preliminary Design duration).	2	6	6	6	6	\$5,676
Preliminary Design		6	32	44	106	302	\$86,260
3 Final Design							
3.1	Update and finalize construction plans sheets, including typical sections, roadway, drainage, signing and marking, lighting, and traffic signal/pedestrian accommodation plan sheets based on comments received from the City during the Field Check review and incorporate design revisions resulting from ongoing utility coordination.		4	12	24	48	\$15,672
3.2	Update and finalize quantities and the engineer's estimate of probable construction cost, including detailed quantity breakout tables and clear identification and quantification of bid items eligible for reimbursement through the Johnson County SMP.		2	4	8	16	\$5,408
3.3	Incorporate applicable City of Olathe Standard Details into the Final Plans.		2	2	4	16	\$4,164
3.4	Prepare documents and supporting information for inclusion in the Project Manual using the templates provided by the City of Olathe.		4	4	8	24	\$7,144
3.5	Conduct internal QA/QC review of the Office Check Plans and Engineer's Estimate prior to submittal.	4	4		4		\$3,088
3.6	Prepare and submit electronic Office Check project deliverables to the City for review in accordance with the City's submittal requirements.		2	2	2	2	\$1,694
3.7	Address review comments received from the City during the Office Check review and incorporate design revisions resulting from final utility coordination.		2	2	4	8	\$2,980
3.8	Conduct internal QA/QC review of the Final Plans and Engineer's Estimate prior to submittal.	4	4		4		\$3,088
3.9	Prepare and submit electronic Final project deliverables to the City for review in accordance with the City's submittal requirements.		2		2	2	\$1,246
3.10	Submit a cost estimate to Bonfire with a sealed Engineer's Estimate.		1				\$276
3.11	Provide necessary addendums during the bidding process, including letter format and/or plan revisions, and other support needed from the City before bid opening.		2	2	6	8	\$3,378
3.12	Provide project coordination with the City, including monthly review meetings, budget tracking, schedule coordination, routine communication via email and Microsoft Teams, and preparation of invoices (assumes a 3-month Final Design duration).	2	6	2	4		\$3,494
Final Design		10	35	30	70	124	\$51,632
4 Construction Engineering Assistance							
4.1	Prepare for and attend the pre-construction meeting led by the City, including providing up to 10 half-size and 2 full-size sets of Final Plans and 4 Project Manual books to the Contractor.		4		4		\$1,900
4.2	Respond to contractor requests for information (RFIs) and assist with general design-related questions during construction.		4	2	4	2	\$2,644
4.3	Prepare minor plan revisions during construction (assumes up to 2 revisions).		2		4	8	\$2,532
4.4	Prepare and provide record (as-built) drawings to the City by incorporating approved plan revisions and inspector or contractor redline markings.		2		4	6	\$2,236
Construction Engineering Assistance		0	12	2	16	16	\$9,312
Total Hours		16	95	80	240	476	\$167,100

Survey (See Exhibit B-2)	
Control	\$2,299
Boundary	\$7,364
Topography	\$20,513
Exhibits	\$1,824
Total Survey Fee	\$32,000

Expenses	
Printing/Plotting/Travel	\$500
Total Expenses Fee	\$500

Fee Summary - 3-P-001-27 - Northgate (Harold Street to Mill Creek)	
Design	\$167,100
Survey	\$32,000
Expenses	\$500
Total Fee - 3-P-003-27	\$199,600

Exhibit B-1 - Design Scope of Services & Fee: 2027 Mill & Overlay Projects		Engineer XII	Engineer XI	Engineer VIII	Engineer VI	Engineer II	Total Costs
April 21, 2026		\$297	\$276	\$224	\$199	\$148	
3-P-003-27 - Mur-Len Road (143rd Street to 151st Street)							
1 Pre-Design & Utility Coordination							
1.1	Compile and review available background information, including as-built drawings, AIMS data, aerial imagery, existing contours, surface features, utility records, and right-of-way and parcel data, for incorporation into base mapping in coordination with survey and drone data (assumes the City will provide AIMS mapping).		2		4	12	\$3,124
1.2	Perform a site visit with City staff along approximately one mile of a four-lane undivided roadway to evaluate existing conditions and collect field data to support determination of mill and overlay limits, crack repair needs, base repairs, curb, sidewalk, median pavers, and ADA ramp replacements, and to identify potential conflicts related to pipe replacements and the proposed wide sidewalk.		6		6	6	\$3,738
1.3	Contact utility companies within the project limits to request available facility mapping, provide plan exhibits for field check review, and document utility responses, including required follow-up coordination.				12	6	\$3,276
1.4	Coordinate and participate in one joint meeting with all utility owners, either in person or via Microsoft Teams, to discuss existing facilities, potential conflicts, and improvements associated with pipe replacements and the proposed wide sidewalk (includes preparation, meeting time, and documentation).		4		6	4	\$2,890
1.5	Provide utility coordination during the utility relocation design phase, including phone calls, meetings, correspondence, and documentation necessary to support identification and resolution of utility conflicts related to pipe replacements and the proposed wide sidewalk.		2	2	16	6	\$5,072
1.6	Review utility relocation plans prepared by others for general compatibility with the proposed project improvements and provide limited coordination support during the relocation phase, assuming the City will monitor relocation schedules, progress, and installation locations, with consultant support limited to responding to design-related questions as requested by the City (includes additional coordination support during the 2027 gap year).		4	4	24	8	\$7,960
Pre-Design & Utility Coordination		0	18	6	68	42	\$26,060
2 Preliminary Design							
2.1	Prepare Title Sheet, General Notes, Survey Reference Sheet, and Alignment Detail Sheet in accordance with City standards to support design development of the proposed improvements.		2		4	16	\$3,716
2.2	Develop typical sections for mill and overlay improvements, including variations to accommodate the proposed wide sidewalk on the east side of the corridor and localized curb and sidewalk spot replacements (assumes 3 typical sections for Mur-Len Road).		2		4	12	\$3,124
2.3	Develop horizontal geometry for the proposed wide sidewalk on the east side of Mur-Len Road from 143rd Street to 151st Street with sidewalk geometry clearly defined on the plan sheets (assumes cross sections will not be provided).		2		8	24	\$5,696
2.4	Evaluate alternatives for the replacement of the integral sidewalk retaining wall (ISRW) at 15001 S Mur-Len Road and present preferred alternative to the City for approval prior to the Field Check Plans submittal.		2		4	8	\$2,532
2.5	Develop horizontal and vertical geometry for the reconstruction of the residential entrance at 16641 W 144th Terrace for the proposed wide sidewalk.				2	8	\$1,582
2.6	Design replacement of existing storm sewer pipes along Mur-Len Road, consisting of 12 replacement pipes totaling 1,971 linear feet, including preparation of pipe profile sheets (assumes no hydrology or hydraulic analysis or design will be performed).		2	16	8	48	\$12,832
2.7	Develop split plan and quantity sheets for rehabilitation improvements along Mur-Len Road at a scale of (1" = 30'), including clear identification of items eligible for reimbursement through the Johnson County Stormwater Management Program (SMP).		8	6	24	60	\$17,208
2.8	Prepare preliminary pavement marking and signing plan sheets at a scale of (1" = 30') for Mur-Len Road, including the 143rd Street and 147th Terrace intersections.		2		8	24	\$5,696
2.9	Prepare preliminary plan sheets for traffic signal loop detector replacements at the 143rd Street intersection.		2		4	16	\$3,716
2.10	Prepare preliminary construction quantities and a preliminary engineer's estimate of probable construction cost for the proposed improvements (assumes breakout of items eligible for reimbursement through the Johnson County SMP).		2	6	12	32	\$9,020
2.11	Conduct internal QA/QC review of the Field Check Plans and Engineer's Estimate prior to submittal.	4	4		4		\$3,088
2.12	Prepare and submit electronic Field Check project deliverables to the City for review in accordance with the City's submittal requirements.		2		2		\$950
2.13	Provide project coordination with the City, including monthly review meetings, budget tracking, schedule coordination, routine communication via email and Microsoft Teams, and preparation of invoices (assumes a 4-month Preliminary Design duration).	2	6	6	6	6	\$5,676
Preliminary Design		6	36	34	90	254	\$74,836
3 Final Design							
3.1	Update and finalize construction plans sheets, including typical sections, roadway, drainage, signing and marking, and traffic signal plan sheets based on comments received from the City during the Field Check review and incorporate design revisions resulting from ongoing utility coordination.		2	12	24	48	\$15,120
3.2	Update and finalize quantities and the engineer's estimate of probable construction cost, including detailed quantity breakout tables and clear identification and quantification of bid items eligible for reimbursement through the Johnson County SMP.		2	4	8	16	\$5,408
3.3	Incorporate applicable City of Olathe Standard Details into the Final Plans.		2	2	4	16	\$4,164
3.4	Prepare documents and supporting information for inclusion in the Project Manual using the templates provided by the City of Olathe.		4	4	8	24	\$7,144
3.5	Conduct internal QA/QC review of the Office Check Plans and Engineer's Estimate prior to submittal.	4	2		2		\$2,138
3.6	Prepare and submit electronic Office Check project deliverables to the City for review in accordance with the City's submittal requirements.		2	2	2	2	\$1,694
3.7	Address review comments received from the City during the Office Check review and incorporate design revisions resulting from final utility coordination.		2	2	4	8	\$2,980
3.8	Conduct internal QA/QC review of the Final Plans and Engineer's Estimate prior to submittal.	4	2		2		\$2,138
3.9	Prepare and submit electronic Final project deliverables to the City for review in accordance with the City's submittal requirements.		2		2	2	\$1,246
3.10	Submit a cost estimate to Bonfire with a sealed Engineer's Estimate.		1				\$276
3.11	Provide necessary addendums during the bidding process, including letter format and/or plan revisions, and other support needed from the City before bid opening.		2	2	6	8	\$3,378
3.12	Provide project coordination with the City, including monthly review meetings, budget tracking, schedule coordination, routine communication via email and Microsoft Teams, and preparation of invoices (assumes a 3-month Final Design duration).	2	6	2	6		\$3,892
Final Design		10	29	30	68	124	\$49,578
4 Construction Engineering Assistance							
4.1	Prepare for and attend the pre-construction meeting led by the City, including providing up to 10 half-size and 2 full-size sets of Final Plans and 4 Project Manual books to the Contractor.		4		4		\$1,900
4.2	Respond to contractor requests for information (RFIs) and assist with general design-related questions during construction.		4	2	4	2	\$2,644
4.3	Prepare minor plan revisions during construction (assumes up to 2 revisions).		2		4	8	\$2,532
4.4	Prepare and provide record (as-built) drawings to the City by incorporating approved plan revisions and inspector or contractor redline markups.		2		4	6	\$2,236
Construction Engineering Assistance		0	12	2	16	16	\$9,312
Total Hours		16	95	72	242	436	\$159,786

Survey (See Exhibit B-2)	
Control	\$2,299
Boundary	\$12,740
Topography	\$17,150
Exhibits	\$2,296
Total Survey Fee	\$34,485

Expenses	
Printing/Plotting/Travel	\$500
Total Expenses Fee	\$500

Fee Summary - 3-P-003-27 - Mur-Len Road (143rd Street to 151st Street)	
Design	\$159,786
Survey	\$34,485
Expenses	\$500
Total Fee - 3-P-003-27	\$194,771

Overall Fee Summary - 2027 Mill & Overlay Projects	
3-P-001-27 - Northgate (Harold Street to Mill Creek)	\$199,600
3-P-003-27 - Mur-Len Road (143rd Street to 151st Street)	\$194,771
Total Fee - 2027 Mill & Overlay Projects	\$394,371

Exhibit B-2 - Survey Scope of Services & Fee: 2027 Mill & Overlay Projects		Surveyor IX	Surveyor Tech VII	Surveyor Tech VI	Surveyor Tech V	Total Costs
April 21, 2026		\$220	\$144	\$128	\$118	
3-P-001-27 - Northgate (Harold Street to Mill Creek)						
1	Control					
1.1	Field	1	5		5	\$1,530
1.2	Office	1	2		1	\$626
	Reimbursables (Equipment, Mileage, & Survey Materials)					\$143
	Control	2	7	0	6	\$2,299
2	Boundary					
2.1	Field	3	10		10	\$3,280
2.2	Office	8	4		8	\$3,280
	Reimbursables (Equipment, Mileage, & Survey Materials)					\$804
	Boundary	11	14	0	18	\$7,364
3	Topography					
3.1	Field	2	32		32	\$8,824
3.2	Office	2		8	40	\$6,184
	Reimbursables (Equipment, Mileage, Survey Materials, & Lidar Aerial)					\$5,505
	Topography	4	32	8	72	\$20,513
4	Exhibits					
4.1	Field					\$0
4.2	Office	4			8	\$1,824
	Exhibits	4	0	0	8	\$1,824
	Total Hours	21	53	8	104	\$32,000
3-P-003-27 - Mur-Len Road (143rd Street to 151st Street)						
1	Control					
1.1	Field	1	5		5	\$1,530
1.2	Office	1	2		1	\$626
	Reimbursables (Equipment, Mileage, & Survey Materials)					\$143
	Control	2	7	0	6	\$2,299
2	Boundary					
2.1	Field	4	20		20	\$6,120
2.2	Office	8	6		16	\$4,512
	Reimbursables (Equipment, Mileage, & Survey Materials)					\$2,108
	Boundary	12	26	0	36	\$12,740
3	Topography					
3.1	Field	2	28		28	\$7,776
3.2	Office	2		8	32	\$5,240
	Reimbursables (Equipment, Mileage, Survey Materials, & Lidar Aerial)					\$4,134
	Topography	4	28	8	60	\$17,150
4	Exhibits					
4.1	Field					\$0
4.2	Office	4			12	\$2,296
	Exhibits	4	0	0	12	\$2,296
	Total Hours	22	61	8	114	\$34,485

EXHIBIT C
Fee & Rate Schedule

BARTLETT & WEST, INC.
2026 SCHEDULE OF HOURLY CHARGES
Effective January 1, 2026

	XII	\$297.00	GIS Coordinator IX	\$276.00
	XI	276.00	GIS Coordinator VIII	258.00
	X	256.00	GIS Coordinator VII	246.00
Engineer	IX	240.00	GIS Coordinator VI	228.00
Landscape Architect	VIII	224.00	GIS Coordinator V	216.00
Architect	VII	212.00	GIS Coordinator IV	199.00
Operations Consultant	VI	199.00	GIS Coordinator III	187.00
Environmental Planner	V	188.00	GIS Coordinator II	169.00
Transportation Planner	IV	178.00	GIS Coordinator I	157.00
	III	165.00		
	II	148.00		
	I	133.00	GIS Developer/DBA VI	\$238.00
			GIS Developer/DBA V	220.00
			GIS Developer/DBA IV	203.00
Engineering Technician XI		\$227.00	GIS Developer/DBA III	187.00
Engineering Technician X		197.00	GIS Developer/DBA II	173.00
Engineering Technician IX		184.00	GIS Developer/DBA I	162.00
Engineering Technician VIII		167.00		
Engineering Technician VII		151.00	GIS Analyst VII	\$184.00
Engineering Technician VI		139.00	GIS Analyst VI	171.00
Engineering Technician V		129.00	GIS Analyst V	158.00
Engineering Technician IV		122.00	GIS Analyst IV	148.00
Engineering Technician III		115.00	GIS Analyst III	140.00
Engineering Technician II		108.00	GIS Analyst II	131.00
Engineering Technician I		100.00	GIS Analyst I	123.00
Surveyor XI		\$254.00	GIS Technician V	\$135.00
Surveyor X		235.00	GIS Technician IV	123.00
Surveyor IX		220.00	GIS Technician III	110.00
Surveyor VIII		200.00	GIS Technician II	97.00
Surveyor VII		175.00	GIS Technician I	86.00
Survey Technician VIII		\$166.00	Project Coordinator V	\$192.00
Survey Technician VII		144.00	Project Coordinator IV	177.00
Survey Technician VI		128.00	Project Coordinator III	160.00
Survey Technician V		118.00	Project Coordinator II	144.00
Survey Technician IV		109.00	Project Coordinator I	130.00
Survey Technician III		104.00		
Survey Technician II		99.00		
Survey Technician I		95.00		
			Systems Analyst	\$224.00
Construction Specialist		\$204.00	Systems Administrator	162.00
			Systems Technician	108.00
Construction Eng. Tech IX		\$202.00	Administrator VII	\$170.00
Construction Eng. Tech VIII		185.00	Administrator VI	156.00
Construction Eng. Tech VII		172.00	Administrator V	141.00
Construction Eng. Tech VI		159.00	Administrator IV	125.00
Construction Eng. Tech V		144.00	Administrator III	113.00
Construction Eng. Tech IV		128.00	Administrator II	102.00
Construction Eng. Tech III		115.00	Administrator I	92.00
Construction Eng. Tech II		105.00		
Construction Eng. Tech I		95.00		
			Administrative Technician V	\$102.00
			Administrative Technician IV	94.00
Right-of-Way Technician VI		\$154.00	Administrative Technician III	86.00
Right-of-Way Technician V		137.00	Administrative Technician II	78.00
			Administrative Technician I	70.00

BARTLETT & WEST, INC.

SCHEDULE OF REIMBURSABLE COSTS/CHARGES

EFFECTIVE JANUARY 1, 2026

<u>DESCRIPTION</u>	<u>CHARGE AMOUNT</u>	<u>UNIT</u>	<u>EXP CODE</u>
REPRODUCTION			
Blackline Prints			
Bond, Full Size - 24x36	\$ 1.00	Each	PBOND1
Bond, Half Size Reduction - 11x17	\$ 0.70	Each	PBOND 1/2
Photocopies	\$ 0.15	Each	COPIES
On-line Documents	\$ 2.50	Each	ONLINEDOC
Inkjet Plotters - 24x36			
Bond (Black)	\$ 1.50	Lin. Ft.	PLOT
Bond (Color)	\$ 2.50	Lin. Ft.	PLOT C
FIELD EQUIPMENT & MATERIALS			
Nuclear Density Testing Equipment	\$ 30.00	Hour	NUCLEAR
Survey Equipment			
Survey Equipment - Special	\$ 50.00	Hour/Unit	SEQ1
Survey Equipment - GPS/TS	\$ 25.00	Hour/Unit	SEQ2
LiDAR Equipment			
LiDAR Equipment Charges (Static)	\$ 1500.00	Day	LIDAR
LiDAR Equipment Charges (Aerial)	\$ 3000.00	Day	LIDAR_DRONE
LiDAR Equipment Charges (Mobile)	\$ 5000.00	Day	LIDAR_MOB_M
Unmanned System-(Aerial/Water)	\$ 500.00	Day	UAS
VEHICLES			
Trucks, Cars, SUV's - all vehicles	IRS rate to \$0.90	Mile	varies
Off-Road Vehicle incl. Trailer	\$ 130.00	Day	ORVT
MISCELLANEOUS			
Per Diem	Federal GSA allowances for lodging, meals & incidentals	Day	
Survey Materials	Actual Cost or Per Contract		
Specialty Equipment	Negotiated Per Contract		
Postage / Shipping	Actual Cost		

EXHIBIT D
Land Acquisition
Olathe CIP Projects

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

REQUIRMENTS FOR ALL TAKINGS

- Each tract with acquisitions will be assigned a tract number, which will be consistent across all project documents and submittals.
- Ownership and encumbrance (O&E) title report for each tract, not more than 9 months since certification, showing current ownership, liens, mortgages, existing easements, leases (if recorded), and any other encumbrances affecting the property.
- Copy of last deed of record.
 - If an undivided interest is conveyed in the deed, provide copies of all deeds which comprise the whole interest. If undivided one-half is conveyed to husband's trust and undivided one-half interest is conveyed to wife's trust, provide copies of both deeds

SUBMITTAL SCHEDULE

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

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

EASEMENT DOCUMENTS & TRACT MAPS

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

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

Tract maps will include, at minimum:

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

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

SUMMARY OF TAKINGS SPREADSHEET

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

Spreadsheet should include, at minimum:

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

EXHIBIT E

Utility Coordination Olathe CIP projects

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

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

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

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

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

- Design Firm/Surveyor call in locates early in the project design phases**
 - Note – often utilities will be labeled clear or fail to mark lines as part of a design ticket. Non-response tickets may be required. Additional issues shall be reported to the City for assistance.

- Project notice to utilities as soon as utilities in the project footprint have been identified (notify all utilities listed on KS One Call tickets)**
 - Describe project improvements
 - Request detailed existing mapping
 - Request documentation of any private easements and claims for reimbursement
 - Provide a general schedule and include a response by date
 - Copy Project Manager and Utility Coordinator

- Survey locates (as much detail as possible) once all utilities have been marked as per locate requests**
 - Survey locate marks by provider
 - Survey utility boxes, vaults, and other structures (make note of provider)
 - Make note of overhead infrastructure in addition to each power pole.
 - Transformers, COM attachers, power or COM risers, guy wires, etc.

- Incorporate survey into project plans for 30% submittal**

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

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

- Some providers may only be labeled by CATV and will require further coordination to confirm ownership of lines.
 - Review existing mapping to help identify any lines or other infrastructure that may have been missed during locates and survey.
 - Utility lines shall NOT be added to project plans based on mapping or as-built info only.
 - Utilize utility information obtained to minimize utility impacts when possible during project design.
- **Project design firm to generate a master utility plan (may not apply to all projects)**
- Utilities labeled by provider and in applicable colors.
 - Denote utilities that are to be abandoned or vacated.
 - Recommend alternate routes to avoid points of conflict such as proposed storm crossing or conflicts with other utility relocates when possible.
 - Continue to update sheets as utility relocate plans are received.
- **Conflict analysis based on survey, mapping, and other info**
- X-Y locations that may be impacted by Z axis improvements (pothole recommendations)
 - Consider not only project improvements but also constructability.
 - Over dig for walls, storm sewers, etc.
 - Additional depth for rock
 - *Potholing is the responsibility of each individual utility*
 - The City's project team may elect to also pothole private utilities when it is determined beneficial to the project.
 - The project design firm shall make a list of potential conflict points for discussion at the utility meetings. (Individual utility companies should also be doing the same)
 - When making a list, keep in mind utility locates are not always accurate so infrastructure near proposed improvements may need to be added to the list for discussion (share this list for comment by the City).
- **Project design firm to help prioritize location of utilities when overlapping potential relocate paths are identified (ongoing throughout project).**
- Identify opportunities for joint trenches when possible or in tight areas of the project.
- **Design Firm to notify all parties when project plans change (ongoing throughout project).**
- Reevaluate/conflict analysis in areas of change
- **Pre-utility meeting – “plan of attack discussion” prior to utility meeting #1 (city and design team)**
- What is the utility due date?
 - What are the utility schedule milestones?
 - Start to develop overall utility schedule.
 - Are there project pinch points?
 - Identify any utilities claiming private easement/ reimbursement.
 - Is there project phasing that should be prioritized by utilities too?
 - How are utility meetings to be setup for the project? Joint meetings then individual?
 - Other?

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

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

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

EXHIBIT E.1

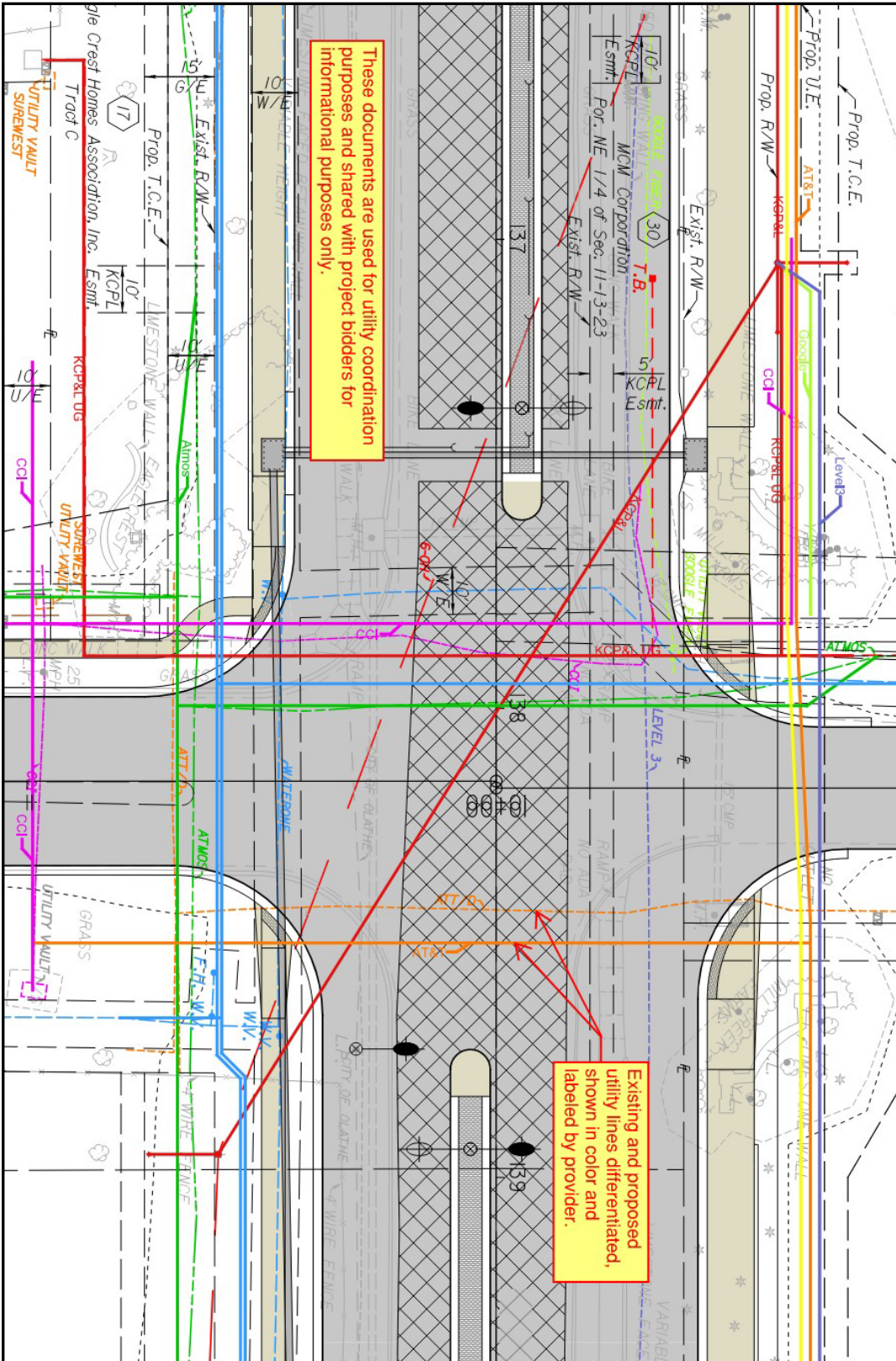


EXHIBIT F

CITY OF OLATHE INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Verification of Coverage

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/9/2026

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

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

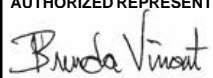
PRODUCER IMA, Inc. - Kansas City 11350 Switzer Rd Suite 200 Overland Park KS 66210	CONTACT NAME: IMA Certificate Team	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
E-MAIL ADDRESS: certificates@imacorp.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: American Casualty Company of Reading,		20427
INSURER B: Continental Casualty Company		20443
INSURER C: Valley Forge Insurance Company		20508
INSURER D: The Continental Insurance Company		35289
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 146489000 **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
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6042700793	7/1/2025	7/1/2026	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 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6042700731	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Collision Ded: \$\$1,000/\$1,000
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6043288583	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			6042700745	7/1/2025	7/1/2026	<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
B	Pollution Liability Professional Liability			AEH591970792 AEH591970792	7/1/2025 7/1/2025	7/1/2026 7/1/2026	Prof/Pol Each Claim \$10,000,000 Prof/Pol Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 States of North Dakota, Ohio, Washington & Wyoming are not included in the Workers Compensation Coverage.
 General Liability Policy includes Stop Gap Liability for North Dakota, Ohio, Washington & Wyoming, subject to the policy terms and conditions.
 General Liability Policy includes Contractual Liability for Railroads, subject to the terms, conditions, limitations and exclusions.
 City of Olathe, Kansas are included as Additional Insured on the General Liability and Automobile Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions.
 This Insurance is Primary & Non-Contributory on the General Liability and Automobile Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions.
 General Liability, Automobile Liability, Umbrella Liability and Workers Compensation Policies Coverage includes 30 day notice of cancellation, subject to the terms and conditions of the policy.

CERTIFICATE HOLDER City of Olathe, Kansas 100 E Santa Fe St. Olathe KS 66061	CANCELLATION 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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