

PROFESSIONAL SERVICES AGREEMENT

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

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

Lone Elm Road, 119th Street to Harold Street
Project No. 3-C-040-25

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

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

SECTION I - DEFINITIONS

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

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

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

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

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

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

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

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

"Project" is as above described.

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

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

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

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

SECTION II - COMPENSATION

A. FEES & EXPENSES

1. Total Fee: City agrees to pay Consultant an amount not to exceed nine hundred fifty-five thousand, one hundred eighty-six dollars (\$955,186.00) 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 ten thousand dollars (\$10,000) 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 on or before **December 31, 2027**.

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.

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: [Frank Weatherford](#). As principal on this Project, this person will be the primary contact with the City's Project Manager and will have authority to bind Consultant. So long as the individual named above remains actively employed or retained by Consultant, such individual will perform the function of principal on this Project. For the Professional Services rendered hereunder, Consultant, and any of its subcontractors, will employ engineers, architects, landscape architects, and surveyors licensed by the Kansas State Board of Technical Professions.
2. Subsurface Borings & Material Testing: If tests, additional to those provided for in **Exhibit B**, are required for design, Consultant will prepare specifications for the taking of the additional borings. Such subsurface borings and testing, as defined herein, will be provided by the City's contracted testing consultant or its subcontractors.
3. Utility Coordination: Consultant will comply with the conditions set out in the Utility Coordination Checklist as in **Exhibit E**. The services required of Consultant by this checklist are expected to usually occur during the Preliminary Design, Final Design, and

Construction phases; however, Consultant's responsibilities under this checklist may sometimes occur at other times.

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

from City, the Professional Services necessary to correct errors and omissions which are caused by Consultant's negligence.

SECTION IV - CITY OF OLATHE'S RESPONSIBILITIES

A. COMMUNICATION

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

B. ACCESS

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

C. DUTIES

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

D. PROGRAM AND BUDGET

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

E. ADMINISTRATIVE SERVICES

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

F. BOND FORMS

City will furnish all bond forms required for the Project.

G. PROJECT REPRESENTATIVE

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

SECTION V - GENERAL PROVISIONS

A. TERMINATION

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

Address for Notice:

City of Olathe
Attn: **Therese Vink**
1385 S Robinson
P.O. Box 768
Olathe, KS 66051-0768

[TranSystems Corporation](#)
[Attn: Matthew Gotobed](#)
[2400 Pershing Road, Suite 400](#)
[Kansas City, MO 64108](#)

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

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

B. DISPUTE RESOLUTION

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

C. OWNERSHIP OF CONSULTANT DOCUMENTS

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

D. INSURANCE

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

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

E. INDEMNITY

1. Loss: For purposes of indemnification requirements, the term "Loss" means ~~any and all~~ loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any third party person or persons or damages to or loss of, or loss of the use of, property of any third party person, firm or corporation, ~~including the parties hereto,~~ which arise out of or are connected with the performance of this Agreement. FLW
3/6/25
2. Indemnification and Hold Harmless: For purposes of this Agreement, Consultant agrees to indemnify, ~~defend~~ and hold harmless City ~~and its agents~~ from ~~any and all~~ Loss ~~where to the extent said~~ Loss is caused or ~~incurred as a result of by~~ the intentional misconduct, recklessness, negligence, or ~~other actionable fault of material breach of this Agreement by~~ Consultant or its subcontractors. Neither acceptance of completed work nor payment therefor nor termination or expiration of this Agreement releases Consultant of its obligations under this paragraph, but in no event shall any of its obligations extend beyond any applicable statute(s) of limitation and /or repose.- FLW
3/6/25
3. Comparative Fault & Contributory Negligence: It is a specific element of consideration of this Agreement that the indemnity in Section V.E.2 will apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of City or any Third Party and, further notwithstanding any theory of law including, but not limited to, a characterization of City's or any Third Party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that Consultant's obligation hereunder will not include amounts attributable to the fault or negligence of City or any Third Party for whom Consultant is not responsible.
4. Damage Limitations: The indemnification obligation contained in this Agreement will not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for Consultant or its subcontractors, by the minimum insurance required by this Agreement, nor under workers' compensation acts, disability benefit acts, or other employee benefit acts.
5. Negligence by the City: Consultant is not required hereunder to defend City or its agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence.

F. AFFIRMATIVE ACTION/OTHER LAWS

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

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

P. TITLES, SUBHEADS AND CAPITALIZATION

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

Q. SEVERABILITY CLAUSE

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

R. AMBIGUITY CLAUSE AND HIERARCHY OF INTERPRETATION

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

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

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

S. EXECUTION OF CONTRACT

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

CITY OF OLATHE, KANSAS

By: _____
Mayor

ATTEST:

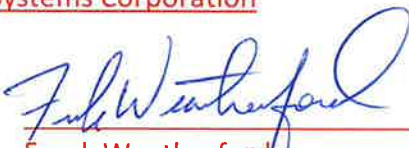
City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney or Deputy/Assistant City Attorney

TranSystems Corporation

By: 

Frank Weatherford
Senior Vice President/Principal
2400 Pershing Road, Suite 400
Kansas City, MO 64108

EXHIBIT A
Description of Project & Map

Project Understanding

The general project improvements as agreed upon by the City of Olathe (CLIENT) and TranSystems include the design of Lone Elm Road from approximately 400 feet south of Harold Street to approximately 100' south of 119th Street. The Project Location with Survey Limits are shown below in **Figure 1**. The north end of the project will tie into the 119th Street Extension, Northgate to Woodland project (Proj. # 3-C-024-21). The project will improve the existing corridor from a two-lane rural ditch section to a two-lane urban divided arterial. Improvements include medians, storm sewer, lighting, traffic signalization (as needed), entrances, driveways, pavement marking and signing, and retaining walls. Side street connections will tie in as quickly as possible while meeting design requirements. It is anticipated that construction will start in Spring 2027. The project survey area shown in the blue outline in **Figure 1** is funded by the City of Olathe will follow the City of Olathe Design Standards.

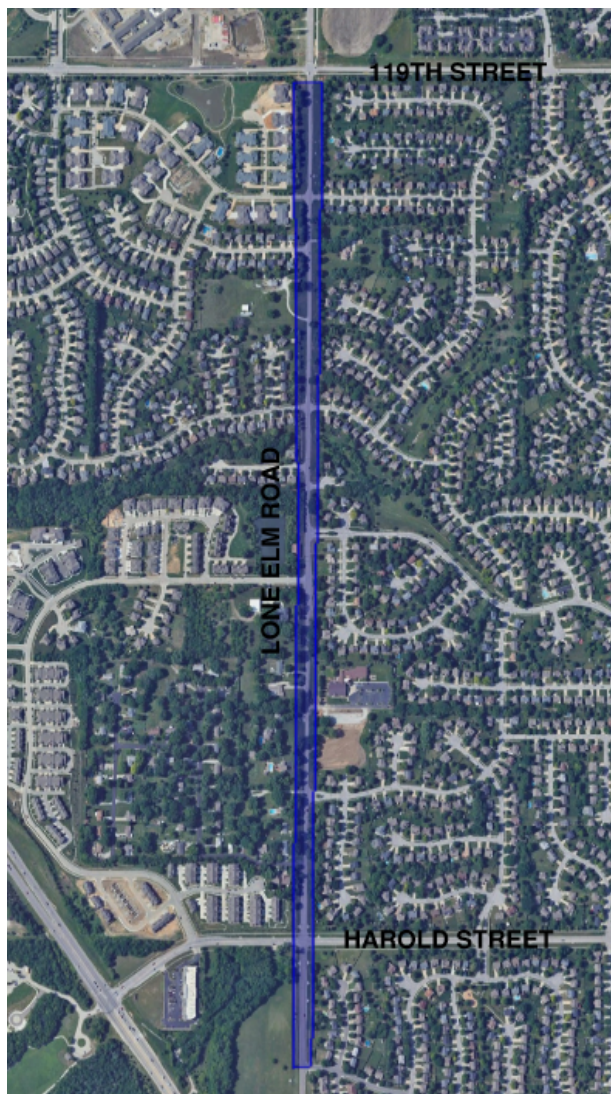


Figure 1: Project Location with survey limits shown in blue outline.

EXHIBIT B
Scope of Services

Scope of Work

TranSystems shall perform the following described services. This scope of services is based on scoping discussions between TranSystems and the City of Olathe, and our familiarity with the corridor. The limits of improvements for this project are shown in **Figure 1** and include:

1. Lone Elm Road
 - a. The limit of improvements will begin approximately 400' south of Harold Street Intersections and extend along Lone Elm Road until approximately 100' South of the 119th Street Intersection.
 - b. Widen the existing two-lane rural section to a two-lane divided arterial urban section. The updated section includes asphalt pavement, raised center medians, storm sewer, curb and gutter, sidewalk and sidepath, and bike lanes in each direction.
 - c. Enclose and/or replace the storm sewer system throughout the corridor
 - d. Traffic Signal at Lone Elm Road and Harold Street if intersection meets warrant analysis.
 - e. All items will be designed to the City standards and specifications, latest edition.
2. Bike and Pedestrian Features
 - a. A 10' concrete sidepath will be placed on the east side of Lone Elm Road.
 - b. A 5' concrete sidewalk will be placed on the west side of Lone Elm Road.
 - c. A 5' concrete sidewalk will be placed on the north side of AA Highway throughout the corridor.
 - d. Bike lanes will be placed on the outside edge of pavement for each direction of travel.

Subconsultants

Survey, Legal Descriptions, Staking	GBA
Traffic Counts.....	GHA
Geotechnical Investigation, Retaining Wall Borings.....	Terracon

Final Deliverables

The City of Olathe will be provided one (1) full size (22" x 34") electronic PDF set of Final Plans, and the Engineer's Probable Construction Cost. Project Specific Special Provisions, where applicable, will be written and submitted by TranSystems.

Project Tasks

The project will be conducted in ten (10) phases, which are listed below with a brief description of each phase.

- Task 100 – Project Administration & Meetings**
- Task 200 – Topographic Survey**
- Task 300 – R/W, Construction Easements and Drainage Easements**
- Task 400 – Data Collection and Traffic Analysis**
- Task 500 – Geotechnical Investigation**
- Task 600 – Preliminary Plans**
- Task 700 – Field Check Plans (50%)**
- Task 800 – Right-of-Way Plans (60%)**
- Task 900 – Final Plans (100%)**
- Task 1000 – Post Letting**

Task 100 - Project Administration

101. The TranSystems team will attend biweekly coordination meetings with the City of Olathe during the design process. These meetings are anticipated to be one-hour or less virtual meetings to discuss progress being made and issues that need addressed throughout the entire design process. Some meetings may be in-person, especially following major submittals.
102. Project management will include preparation of monthly invoices, creation, and maintenance of a project schedule and general coordination efforts between TranSystems, City of Olathe, and other interested parties.
103. Invoices will include a cover letter with a summary of completed tasks.

Task 200 – Survey

201. Control- Establish and supplement Horizontal and Vertical Control throughout the project limits per City of Olathe requirements or assumed to be on Kansas State Plane Coordinate System, NAD83 (latest adjustment) reduced to ground, North Zone. All control and survey shall tie-into the 119th Street Extension, Northgate to Woodland improvements (Proj. # 3-C-024-21), and be scaled to ground distance based on a C.A.F. (Combined Adjustment Factor) established at or near the center of the project and shall be completed in U.S. survey feet. Estimation of eight (8) Control Points will be established for future project use. Establish and supplement Vertical Control throughout the project limits on NAVD 88 Datum with GEOID18. Set a minimum of five (5) benchmarks along project limits with tied references to their locations. At least two (2) Vertical benchmarks shall be located just outside the project limits so it is not eliminated during construction.
202. Topographical Survey- Provide field survey necessary for preparation of roadway and traffic signal plans supplemented by LiDAR survey. Project survey limits shall match the survey area (blue shading) shown in **Figure 1**.
203. Survey limits are described below:
 - Lone Elm Road: Approximately 130 feet wide (65 feet on each side of the centerline). Survey Area starting approximately 400 feet south of Harold Street and extending along Lone Elm Road to approximately 100 feet south of 119th Street.
 - Survey limits will also include additional widths at intersections, drainage structures (both ends whether within general survey limits or not), driveways, and side streets. Survey shall extend a minimum of 150 feet along side roads. Survey will include locating, but not limited to the following features within the project limits as described (pavements, driveways, building faces, walls, wall drainage holes, utilities, ditch bottoms, ditch flowlines, ditch tie-ins to existing ground, drainage structures with measure rim down for flow line elevations and size, natural ground elevations, all trees/bushes noted with size and type, landscaping, curbing and curb flowlines, power poles, signs, fences, railroad features, etc.).
204. Utilities- All utilities will be located using the Kansas “One Call” system. One-call tickets will be provided for documentation of who was contacted and responded (or not). Non-response tickets may be required and shall be reported to the City for assistance. The resulting markings will be surveyed at the same time as the topographic survey. **Utilities shown in CAD file deliverable will include utility company**. Collect the “rim down” flow line of any surveyed gravity storm or sanitary sewer lines that are within the survey limits. Manholes may be located outside survey limits. Existing survey data may be used where available.
205. Existing storm sewers and channels- Existing storm sewers, storm inlets, channels and reinforced box culverts will be located, and flow lines surveyed (both ends whether located within general survey limits or

not). Structure sizes need to be field verified measurements and include hand sketches for RCB's or bridges and not based on GIS data. Existing survey data may be used where available.

- 206. Base Map Development- The raw field survey, topographic features and utility data gathered will be used to develop the base map of the planimetric features along with the ground surface model to create contours for the project. The base map will be a plan view representation of the project with contours presented at 1-foot minor and 5-foot major intervals. The maps will be prepared in English units and at a scale of 1:20. The survey data will be processed in 3D CAD "smart" format for points and their attributes, and the dtm/contour models. This data will be provided to TranSystems in XML, DWG/DGN, and TIN formats to be uploaded in Micro Station, with layer names and block symbols and text per TranSystems preferences. The standard KDOT drawing symbols will be used to mark the physical features they represent.
- 207. Point File - A separate file of all surveyed points and attributes will be created and supplied in both a CAD and text or excel file.
- 208. Property Research- Surveyor will obtain necessary property research items such as, but not limited to, parcel tax maps, printouts of ownership, utility maps, plats, road records and road plans. Surveyor will make a reasonable effort (using a metal detector, existing property pin or section corner information) to find existing property corners, quarter section corners and section corners along the project and outside of project if necessary to assist in establishing existing right of way and ownership base map. Field survey will be tied to nearest section corners and quarter section corners. Should the corner not exist, costs for the reestablishment of the corner are not included in the contract, however, if the City desires corner reestablishment, TranSystems may enter into a supplemental agreement with Surveyor to reestablish missing section and/or quarter corners. Prepare an ownership boundary and existing right of way strip map along the project alignment showing but not limited to section lines, property lines, existing easements, and owner information.

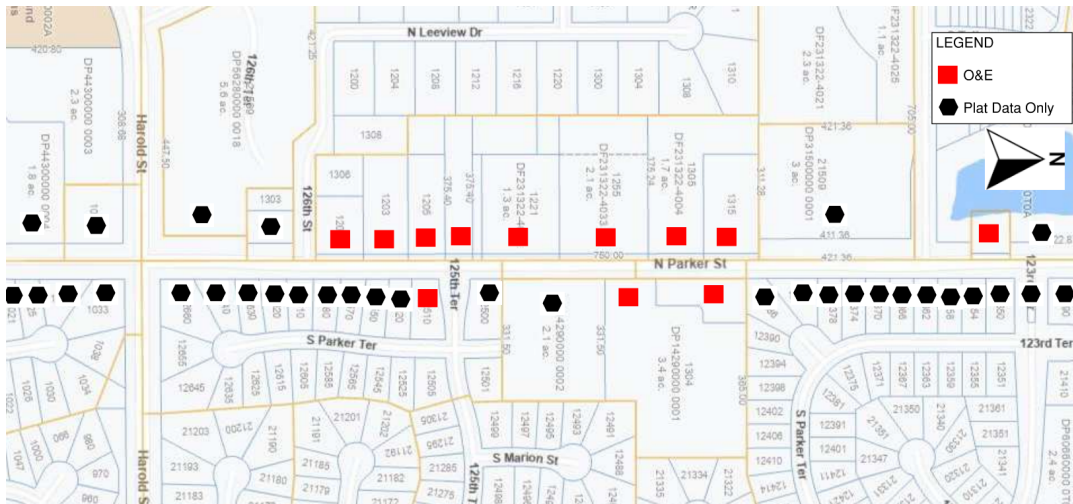


Figure 2: Property Research Locations

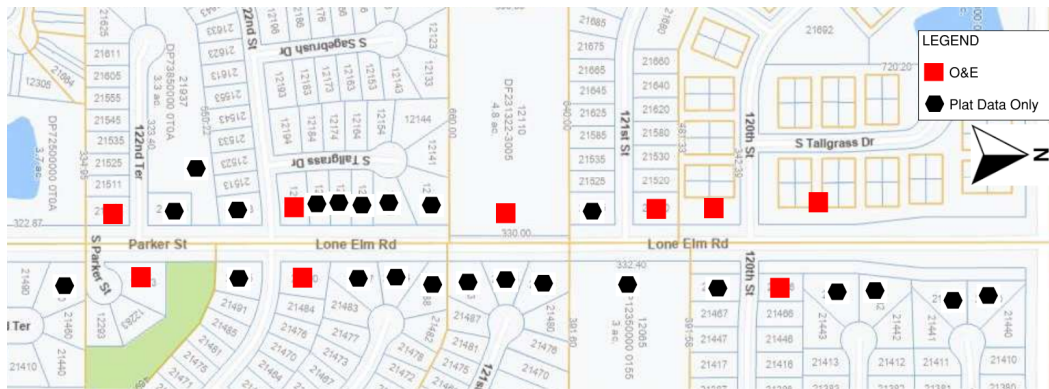


Figure 3: Property Research Locations Cont.

- 209. Obtain Ownership & Encumbrance (O&E) title reports for **21** properties as shown as the red squares on **Figures 2 & 3** or as directed by TranSystems and provide copies of same. Copies of all easements, encumbrances, and existing survey data along the project.
- 210. Properties marked with a black hexagon shown on **Figures 2 & 3** shall have property lines and existing right-of-way determined by existing plat data and other county resources available. Existing right-of-way will be established through the project corridor.

Task 300 RW, Construction Easements and Drainage Easements

- 301. Property Descriptions – Surveyor will write permanent and temporary legal descriptions for the following estimated parcels of land. This work will be completed following the design of the project by TranSystems:
 - Write Legal Descriptions for permanent right-of-way for an estimated 20 parcels of land.
 - Write Legal Descriptions for temporary construction easement for an estimated 20 parcels of land.
- 302. Legal descriptions shall meet City of Olathe Standards and shall be sealed by a licensed surveyor in the State of Kansas. A word document and stamped pdf for each description will also be provided to the City.
- 303. The proposed permanent right of way will be staked one time for property acquisitions and utility relocations at a time directed by the City.
- 304. The City will provide rights-of-entry for survey work on private property.

Task 400 – Data Collection and Traffic Analysis

- 401. GHA will obtain peak hour turning movement counts at four (4) intersections along the study corridor. Counts will be collected on a typical weekday from 7:00 AM to 9:00 AM and from 4:00 PM to 6:00 PM. The counts will be tabulated in 15-minute intervals and the peak hours will be obtained from the counts. No pedestrian or bicycles counts are included. Intersections for peak hour counts include:
 1. 120th and Lone Elm
 2. 122nd & Lone Elm/Parker
 3. 123rd Ter & Lone Elm/Parker
 4. 124th St & Lone Elm/Parker
- 402. GHA will obtain a 24 hour typical weekday (Tuesday-Thursday) traffic volume count at Lone Elm/Parker and Harold Street. This count will be used for the traffic signal warrant analysis.

403. TranSystems will visit the site to obtain information regarding existing conditions along Lone Elm Road. Intersection sight distances will be reviewed at each intersection in a cursory manner. Sight distance measurements will be obtained at any intersections with restricted sight distance.
404. City staff will provide TranSystems with any available master plans, traffic studies, development plans, and comprehensive plans for the surrounding area. Crash reports for the study segment will be provided by City staff for the previous 5 years.
405. Crash data will be reviewed to determine if any patterns or tendencies can be identified from the crash reports provided. Crash rates will be calculated for intersections and for the road segments.
406. Corridor capacity analysis for existing and future growth will not be performed as part of the scope of work for this project.
407. TranSystems will perform a Traffic Signal Warrant analysis at the Lone Elm Road and Harold Street intersection to determine traffic signal needs.
408. TranSystems will prepare a short memorandum detailing the findings of the traffic analysis including site distances and traffic signal warrant analysis.
409. TranSystems will set up a meeting with the City of Olathe to discuss findings and recommendations from the data collection and traffic analysis done.

Task 500 – Geotechnical Investigation

501. Prior to drilling or excavating, Terracon will contact Kansas One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. TranSystems and Terracon shall not be liable for any damages resulting from unidentified or misidentified underground objects or utilities.
502. Terracon will obtain a right-of-way permit with the City of Olathe prior to beginning fieldwork. It is anticipated that the City will waive permit fees.
503. Pavement coring work will extend into the drive lanes of Lone Elm Road. Based on the reported traffic volumes, protection of the drilling crews requires warning signs and flaggers that will alert motorists to our work within the roadway. Fees have been included for a subcontractor to provide up to two (2) days of flagging in our scope of services.
504. Six (6) pavement cores within the limits shown in **Figure 1**, with an approximate spacing of 1,000 linear feet. Cores will have an approximate diameter of 4 inches. Terracon will return cores to their laboratory, where they will measure for pavement thickness and photographs documented of each core. A total depth of approximately 5 feet will include the soil beneath the pavement and existing pavement section. Samples and taken to the laboratory for testing for at least 2 location or as determined by Terracon to determine the pavement design.
505. Fieldwork will also include and estimated six (6) total, three (3) at each location, 20-foot borings (or refusal+5 feet) at the potential retaining wall locations shown in **Figure 4**. It is anticipated that borings will encounter clay soils underlain by sedimentary bedrock. All field work will be supervised on site by a Terracon field engineer/geologist.

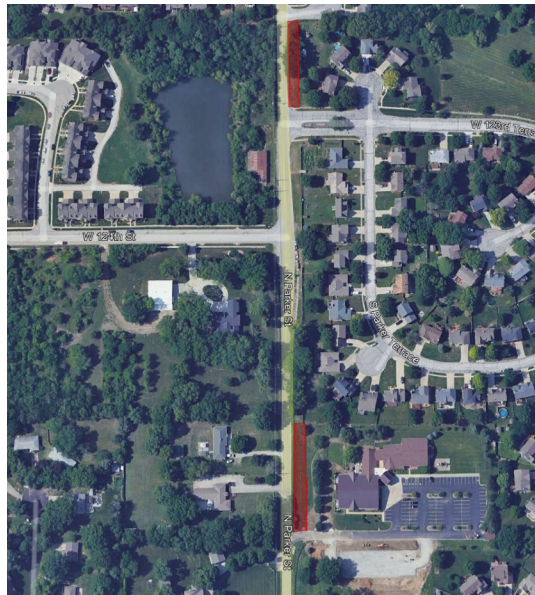


Figure 4: Boring limits shown in red outline.

506. Terracon will backfill the boring locations immediately after completing the rock coring at each location per State regulations. In accordance with these regulations, Terracon will seal rock core voids with bentonite chips and soil voids with auger cuttings. At pavement core locations, holes will be filled with a temporary asphalt cold patch.
507. Terracon will return recovered samples to the laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, several tests will be performed including moisture content, unit weight and moisture content, unconfined compression on soil, unconfined compression on intact rock core, consolidated-undrained triaxial shear strength and Atterberg limits.
508. Pavement Design – The City of Olathe anticipates the proposed roadway section to be 12" Asphaltic Pavement (2" Asphaltic Surface, 10" Asphaltic Base) over Modified AB-3 (6"). Roadway section is based on City of Olathe Arterial Street Typical Section (Standard Detail 13-3). Terracon shall prepare a pavement design report for the design service life of the proposed pavement. If pavement recommendation is not sufficient, two alternative subgrade and pavement type should be recommended. Design traffic information determined during the conceptual phase of the project will be provided by TranSystems for use in the AASHTO pavement designs.
509. Terracon will use data obtained from the subsurface exploration and laboratory tests to evaluate the subsurface profile and groundwater conditions, and to perform engineering analyses related to retaining wall structure design and performance. A report will be prepared by, or under the direction of a Kansas Professional Engineer that will include the following items:
- A sketch showing the exploration locations.
 - Photographs and measurements of the pavement cores.
 - Logs of the borehole describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
 - A summary of the subsurface profile and groundwater conditions.
 - Discussion identifying the subsurface conditions that will impact design and construction.

- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for preparing structure subgrades, and the selection, placement, and compaction of fill.
- Recommendations for design and construction of the retaining wall.
- Recommendation for pavement design standards, and two alternative subgrade and pavement types if City standard pavement is not sufficient.
- Results of our global stability evaluations up to two (2) sections with two (2) design iterations.

The sealed report will be provided in electronic format (PDF) to TranSystems and the City.

Task 600 – Preliminary Plans

601. Preliminary design will be based on Olathe design criteria. TranSystems will prepare up to two (2) conceptual drawings of the corridor and potential impacts. The conceptual drawings may be completed prior to completion of the survey portion.
- TranSystems will review existing plan documents including the 119th Street Extension project (Olathe Project # 3-C-024-21)
 - City of Olathe’s design criteria for a two-lane arterial will be followed closely. This will include removing access points along the corridor. These locations will be determined with information from the traffic analysis/peak hour counts and with discussion with the City.
 - Typical roadway section will follow the City of Olathe Standard Detail Drawing 13-3 (Rev. Nov. 2024).
602. TranSystems will review existing storm water to evaluate flow, capacity, detention, and downstream systems.
603. QA/QC - Perform quality assurance/quality control reviews of the designs and drawings.
604. Deliverables- TranSystems will submit one (1) strip map in electronic PDF format to the City. A copy of the Engineer’s Probable Construction Cost will also be included.
605. Preliminary Plans Review Meeting - TranSystems’ team will meet with the City to review the submitted documents, discuss any issues, and review comments. Comments will be incorporated into the design and submitted with future submittals.
606. Public Meeting #1 – TranSystems will assist the City during this task to present the preliminary design of the proposed improvements to the general public. It is anticipated that this meeting will be held in person at a location reserved by the City of Olathe. TranSystems will prepare up to three (3) project display boards and attend the meeting to assist the City in presenting the project. The City of Olathe will be responsible for all set up, securing the facilities, and publishing notices. TranSystems will be responsible for documenting the response from the public and bringing all meeting materials needed to display the project. It is anticipated that this meeting will be conducted in an open-house format, with no formal presentation required.

Task 700 – Field Check Plans (50%)

701. TranSystems will develop the design geometry based on the approved Preliminary Plans design for the project using the base mapping obtained from Task 200. The TIN model created in the Field Surveys tasks will also be used to develop the vertical alignment. This data, supplemented by City/County GIS, available LIDAR data, USGS mapping, and existing As-Built Plans, will be used by TranSystems to define the existing drainage basins and size appropriate drainage structures per City of Olathe design criteria

<https://www.olatheks.gov/home/showpublisheddocument/19594/638473170284970000>).

702. Plan Preparation – Preliminary plans will be prepared and submitted in accordance with City of Olathe policies and practice, and will be approximately 60% complete. The following sheets are anticipated to be included in this submittal:
- Title Sheet (1)
 - General Notes (1)
 - Summary of Quantities (Recap only) (1)
 - Horizontal and Vertical Control (2)
 - Alignment and Profile Data (2)
 - Typical Section Sheets (2)
 - Roadway Plan and Profiles (22)
 - Right of Way and Easements (11)
 - Intersection Details (2)
 - Entrance Details (12)
 - Roadway Details (10)
 - Stormwater Drainage Plan (10)
 - Stormwater Drainage Profiles (4)
 - Retaining Wall Plan and Profiles (4)
 - Street Lighting Plan (5)
 - Traffic Signal Plan Sheet (if signal warrant met) (1)
 - Pavement Marking and Signing Plans (10)
 - Construction Phasing (General overview and brief narrative) (1)
 - Waterline Plans and Details (minor adjustments only) (6)
 - Sanitary Sewer Plans and Details (minor adjustments only) (6)
 - Cross Sections (25-ft intervals) (80)
 - **Total Sheets =193**
703. QA/QC-Perform quality assurance/quality control reviews of the designs and drawings.
704. Deliverables- TranSystems will submit one (1) set of full-size plans (22"x34") in electronic PDF format to the City. A copy of the Engineer's Probable Construction Cost will also be included.
705. Street Lighting – TranSystems will design a city owned and maintained lighting system for Lone Elm Road. Lighting will be designed to meet City of Olathe standards and specifications. Photometric analysis will be performed to determine the design luminaire and pole spacing. All lighting equipment will be per City of Olathe standards and specifications. City of Olathe standard details will be included in the plans. No other technical specifications or details are included in this scope of services.
- The lighting system will be designed to operate at 240 Volts. Voltage drop calculations will be prepared to size the wires per the National Electric Code (NEC) requirements. Power service will be coordinated with the local utility company.
 - Preliminary lighting plans will consist of pole and controller layout. Final Plans will include conduit, junction boxes, wiring with sizes, general notes and quantities.

706. Waterline and Sanitary Sewer Design – TranSystems will meet with City staff to discuss and relocation needs for public utilities. Minor adjustments, such as fire hydrant relocations, manhole adjustments, etc. will be included with the plans. TranSystems has included 40 hours for public utility adjustments. No public utility design for relocation is included with this scope. If relocations are needed, a separate agreement with the City will be negotiated if these services are desired.
707. Field Check Review Meeting - TranSystems' team will meet with the City to review the submitted documents, discuss any issues, and review comments. Comments will be incorporated into the plans and submitted with future submittals.
708. Utility Coordination – TranSystems will prepare colored utility check set plans in PDF and .kmz format to verify with the utility owners within the project limits for verification of accuracy following the Field Check Phase. TranSystems will attend a utility coordination meeting following the Field Check Phase. TranSystems will be responsible for locating all existing utilities located using the Kansas “One Call” system. Utilities located within the corridor but not marked by Kansas One Call will be shown in their approximate locations on the plans by information provided by the utility owners.
- TranSystems will continually meet individually with utility owners and City staff to determine existing utility size, types, easements, and verify if conflicts exist using data obtained from utility locates.
 - Review utility locations surveyed with owners to determine conflicts and develop utility relocation plan.
 - Meet with utility owner and City staff to discuss relocation plans, schedule, easement needs.
 - Update project plans showing relocated utility locations.

City of Olathe's utility checklist will be closely followed throughout the relocation process.

709. Utility Potholing
- TranSystems will pothole up to 15 locations to physically located underground utilities, which is expected to be waterlines. These locations will be determined by TranSystems.
 - The Contractor shall excavate each location using hydrovac equipment to the extent that the Contractor can verify the diameter, depth and location of the existing utility and TranSystems will measure the distance between the top of the pipe and the top of the adjacent pavement or ground.
 - The Contractor is responsible for backfilling and compacting fill material with approved material in the potholed areas back to existing grade immediately after the pothole is completed and shall properly disposing of any waste material.
710. Permitting –TranSystems will prepare the following permit applications as is standard at the time of this contract. Those permit applications include the following:
- Kansas Department of Health and Environmental Notice of Intent (NOI) – Projects that disturb greater than 1 acre require that Notice of Intent be filed with the Kansas Department of Health and Environment for a Construction Storm Water Discharge Permit under the National Pollutant Discharge Elimination System. TranSystems will prepare the NOI. The application fee of \$60 and is an annual fee will be paid for directly by the City of Olathe.
 - Kansas Department of Agriculture, Division of Water Resources.
 - Kansas Department of Wildlife and Parks
 - Kansas Department of Health and Environment Waterline Permit – TranSystems will submit plans and specifications to KDHE for review and approval.
 - Due to the project location being outside of floodplains and no channel work needed, no permitting

with the US Army Corp of Engineers is anticipated for this project.

Task 800 – Right-of-Way Plans (60%)

801. TranSystems will update the design based on comments received from the Field Check Plan Review Meeting for Phase 1 and will add Right-of-Way information to the plans. The plans will follow City of Olathe standards and specifications. The engineering and plans will conform to City of Olathe's requirements.
802. Plan Preparation - TranSystems will compile the 60% plans. These plans are anticipated to include the the items from the filed check set with additional details impacting right-of-way through discussions with the City.
803. QA/QC-Perform quality assurance/quality control reviews of the designs and drawings.
804. Deliverables- TranSystems will submit one (1) set of full-size plans (22"x34") in electronic PDF format to the City. A copy of the Engineer's Probable Construction Cost will also be included.
805. Right-of-Way Plan Review Meeting - TranSystems' team will meet with the City to review the submitted documents, discuss any issues, and review comments. Comments will be incorporated into the plans and submitted with future submittals.
806. Utility Coordination – Following the Right-of-Way Plan Review Meeting, Utility Notice No. 2 will be sent to utilities. The purpose of this notice is to confirm that the base file shows the utilities correctly. Drawings will be provided to utility companies in PDF and .kmz format and CAD format upon request with a signed CAD release waiver. This meeting may include a virtual or in-person meeting with utility companies to discuss conflicts and relocation needs.
807. Property Descriptions - Surveyor will write permanent and temporary legal descriptions for the following estimated parcels of land. This work will be completed following the design of the project by TranSystems:
 - Write Legal Descriptions for permanent right-of-way for an estimated 20 parcels of land.
 - Write Legal Descriptions for temporary construction easements for an estimated 20 parcels of land.
 - Legal descriptions shall meet City of Olathe Standards and shall be sealed by a licensed surveyor in the State of Kansas. The City shall provide example legal descriptions to follow for this project.
808. Tract Maps - Surveyor will create exhibits showing the easement and/or right-of-way acquisition for each parcel of land impacted. This work will be completed following the design of the project by TranSystems:
 - Create Tract Maps for Acquisitions for an estimated 40 parcels of land.
809. Proposed Right-of-Way and Easements Staking – Staking of proposed right of way and permanent easements for property acquisitions. Staking for acquisitions shall be completed (1) time for up to 40 parcels along the project.
810. The City of Olathe will be responsible for acquiring all permanent right of way, temporary construction easements, and permanent drainage easement to accommodate the letting schedule. Assistance with property negotiations or condemnation hearings is not included in this scope of work.
811. Public Meeting #2 – TranSystems will assist the City during this task to present the project updates made from preliminary plans design and right of way impacts of the proposed improvements. It is anticipated that this meeting will be held in person at a location reserved by the City of Olathe. TranSystems will prepare up

to three (3) project display boards and attend the meeting to assist the City in presenting the project. The City of Olathe will be responsible for all set up, securing the facilities, and publishing notices. TranSystems will be responsible for documenting the response from the public and bringing all meeting materials needed to display the project. It is anticipated that this meeting will be conducted in an open-house format, with no formal presentation required.

Task 900 – Final Plans (100%)

901. TranSystems will update the design based on comments received from the Right-of-Way Plan Review Meeting, Final Plans will be prepared and submitted in accordance with City of Olathe policies and practice. These plans will be 100% complete plans, which will include all items in Right of Way comments. This should complete the plan production portion of the contract.

902. Plan Preparation - TranSystems will compile the 100% unsigned and unsealed plans. These plans are anticipated to include the following items:

- Title Sheet (1)
- General Notes (1)
- Recapitulation of Quantities (5)
- Horizontal and Vertical Control (2)
- Alignment and Profile Data (2)
- Typical Sections (2)
- Roadway Plan and Profiles (22)
- Right of Way and Easements (11)
- Intersection Details (2)
- Sidewalk Details (6)
- Entrance Details (12)
- Roadway Details (10)
- Retaining Wall Plan and Profiles (4)
- Stormwater Drainage Plan (10)
- Stormwater Drainage Profiles (4)
- Drainage Area Map (6)
- Drainage Calculations (1)
- Standard Detail Sheets (10)
- Street Lighting Plans and Details (18)
- Traffic Signal Plans (if signal warrant met)(9)
- Pavement Marking and Signing Plans (20)
- Construction Phasing (20)
- Erosion Control Sheets (12)
- Landscaping (trees and dripline per City standards only) (20)
- Cross Sections (25-ft intervals) (90)
 - **Estimated Total Sheets =300**

903. QA/QC-Perform quality assurance/quality control reviews of the designs and drawings.

904. Deliverables- TranSystems will submit one (1) set of full-size plans (22"x34") in electronic PDF format to the

City. A copy of the Engineer's Probable Construction Cost will also be included.

905. Final Plan Review Meeting - TranSystems' team will meet with the City of Olathe to review the submitted documents, discuss any issues, and review comments. Comments will be incorporated into the plans and submitted with future submittals.
906. Utility Coordination – TranSystems will continue to coordinate utilities during the Final Plans Task by sending out Utility Notice No. 3. At this stage, the affected utility companies should have a relocation plan, and one virtual utility coordination meeting will take place with all utilities in the corridor. Utility relocation plans will be shared with the other utility companies upon request. A project summary sheet with a list of all utilities and relocation status and schedule will be created. Updated drawings will be provided to utility companies in PDF format and CAD format upon request with a signed CAD release waiver.
907. Project Manual - TranSystems' team will prepare the technical specifications and any job special provisions for the bid documents.
908. Public Meeting #3 (if needed) – TranSystems will assist the City during this task to present the Final Plans design of the proposed improvements. It is anticipated that this meeting will be held in person at a location reserved by the City of Olathe. TranSystems will prepare up to three (3) project display boards and attend the meeting to assist the City in presenting the project. The City of Olathe will be responsible for all set up, securing the facilities, and publishing notices. TranSystems will be responsible for documenting the response from the public and bringing all meeting materials needed to display the project. It is anticipated that this meeting will be conducted in an open-house format, with no formal presentation required.

Task 1000 – Post Letting

1001. Support through Obligation - TranSystems' team will answer service questions and provide support to move the Final Plans through the submittal process to final obligation and approval to bid. It is anticipated that this work will not exceed 24 hours. If additional review time is needed, a supplement may be needed.
1002. Pre-Construction Services - TranSystems' team will provide assistance after the bid process. We will attend a pre-construction meeting, address questions from the Contractor, and if needed prepare addendums to the plans and specifications. It is anticipated that the City will advertise and bid the project.
1003. Service During Construction - TranSystems' team will review and provide guidance on RFI's, Change Orders, and Shop Drawings as needed. It is understood that the City will handle the majority of this work, but TranSystems will be used to support City staff in these efforts on a case by case basis at the request of the City. It is anticipated that this work will not exceed 40 hours. If additional review time is needed, a supplement may be needed.
1004. Public Meeting #4 – TranSystems will assist the City during this task to present a Meet the Contractor meeting. It is anticipated that this meeting will be virtual. TranSystems will be responsible for documenting the response from the public.

Schedule

The schedule is anticipated to be completed for each task with the timeframes shown below from the time the contract is received. This is dependent of changes from this scope requested by the City or time for review by others.

Assumed Notice to Proceed (NTP) – March 28th, 2025

Preliminary Design – June 30th, 2025

Field Check Plans (50%) – September 26th, 2025

Right-of-Way Plans (60%) – November 21th, 2025
Final Plans – October 20th, 2026
Bid Letting – January 14th, 2027
Construction Begins- March 8th, 2027

The schedules set forth above are estimated, but not guaranteed, to be the date that the Services will be completed and is subject to reasonable extensions for delays due to circumstances beyond TranSystems' control.

Assumptions

- It is anticipated that the City will advertise and bid the project.
- Microstation V8i (Geopak SS4/SS10) will be used for all the CAD file creation to prepare the plans noted herein. CAD files will be provided in Microstation (.dgn) format as part of the final deliverables.
- Permit fees for city, state, and federal permits will be paid directly by City.
- No aesthetic design is included as part of this project.
- Should Public utilities need to be relocated as part of this project (i.e. waterline, sanitary sewer, etc.), the City will be responsible for specific relocation work. The design of public utilities is not included in this scope and a separate agreement with the City will be negotiated if these services are desired.
- Services for negotiating, acquiring, and filing with the respective jurisdiction(s) for proposed property easements or acquisitions are not included in this contract.
- No landscape design requiring a landscape architect is included. Landscaping includes location of proposed trees and irrigation dripline per City standards will be included.
- Floodplain development permit and/or FEMA flood map revisions are not included in this scope.
- The scope of work does not include waters of the U.S. mitigation (likely not required).
- No contaminated soils are anticipated with this project, however, if contaminated soil is discovered at a later date any mitigation design or activities needed are not included in this scope and a separate agreement with the City will be negotiated if these services are desired.
- Assumption is that section corners and quarter section corners are in place and of record.
- It is assumed that all existing conventional signs disturbed by construction in any manner will be replaced.
- All proposed signs will be ground mounted on standard posts. No special sign structures, trusses, structural analyses, or special foundation designs will be necessary and are assumed for any sign.
- Work zone traffic control components consist of the configuration of conventional traffic control devices. Items such as ITS design, non-standard street/highway signage, and any roadway design work are not included in our scope of services and budget.
- No evaluation or plan preparation for supplemental improvements / refurbishment for potential detour routes are included in these services.
- Geotechnical Investigation does not include any environmental assessment or investigation for the presence of hazardous or toxic materials in the soil, surface water, groundwater, or air, on or below or around the site.
- The City of Olathe will provide any tree clearing, debris or obstruction removal, grading of navigable paths, or snow plowing for accessing boring locations. Geotechnical drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not included in this scope of services.
- The selected Contractor may request final reference files from TranSystems and enter into a separate agreement with TranSystems regarding the use of the electronic data.
- Construction inspection services have not been included in this scope of services, but can be added on at the request of the City through a supplemental.

It is anticipated that the City will provide the following:

- Review and comment on project concept, alignment, and design details.
- Review and comment on proposed landscape items including tree type and locations.

- Attend meetings.
- Submit prepared permits and the associated fees.
- Acquire all right-of-way
- Provide rights-of-entry for survey work on private property.
- Provide crash reports, master plans, available traffic studies, etc.
- Provide design information including CAD drawings for the intersection of Lone Elm and 119th being designed by others.

Fee

The City of Olathe shall compensate TranSystems Corporation for services in this scope on Schedule of Rates basis to a not to exceed amount of **\$955,186.00**.

EXHIBIT C
Fee & Rate Schedule

**Lone Elm Road - 119th Street to Harold
Olathe Project No. 3-C-040-25**

Phase and Task	2025 Rates	E5	E4	E3	E2	E1	T3	T1	P3	P2	CS2	Labor Totals
		\$405	\$281	\$230	\$167	\$130	\$126	\$81	\$245	\$145	\$126	
Task 100 - Project Administration	12			40	100	40	0	0	0	6	10	\$ 38,090.00
Meetings	6		30	60	20					6	10	\$ 24,080
Project Management	6		10	40	20							\$ 14,010
Task 200 - Topographic Survey	0			10	17	24	60	0	0	0	0	\$ 15,819.00
Topographic Basemap with Surface Model												
Property Basemap with Title work												
Task Coordination and Data Review			10	12	24							\$ 7,424
Create Base Map/3D Surface File				5		60						\$ 8,395
Task 300 - R/W, Construct Easements, and Drainage Easements	0			2	16	30	0	0	0	0	0	\$ 7,032.00
Prepare Permanent/Temporary Eastments/RW descriptions and Exhibits												
Stake R/W and Easements												
Legal Description Review and Task Coordination			2	16	30							\$ 7,032
Task 400 - Data Collection and Traffic Analysis	0			25	17	30	0	0	0	0	10	\$ 13,749.00
Data Collection												
Traffic Analysis & Memo			15	5	30						10	\$ 9,445
Task Coordination and Data Review			10	12								\$ 4,304
Task 500 - Geotechnical Investigation	0			2	12	24	0	0	0	0	15	\$ 7,474.00
Geotechnical Investigation												
Subsurface Exploration, Lab Testing, GeoTech Report, Traffic Control												
Utility Locates using Ground Penetrating Radar												
Task Coordination			2	12	24						15	\$ 7,474
Task 600 - Preliminary Plans	7	0	36	158	164	0	0	4	16	0	0	\$ 62,121.00
Finalize Design Criteria			1	4	4							\$ 1,418
Establish Roadway Typical Sections			2	8	8							\$ 2,836
Conceptual Study Geometric Design			4	30	30							\$ 9,830
Design Vertical Alignments			5	16	16							\$ 5,902
Prepare Corridor Model and Determine Grading Limits				40	50							\$ 13,180
Conceptual Drainage Analysis			2	20	20							\$ 6,400
Identify Storm Inlet Locations and Spacing			2	8	8							\$ 2,836
Exhibits			2	6	12							\$ 3,022
QA/QC	5		4	8								\$ 4,281
Calculate and check preliminary quantities			2	6	12							\$ 3,022
Conceptual Study Review Meeting			4	4								\$ 1,588
Public Meeting #1	2		8	8	4			4		16		\$ 7,806
Task 700 - Field Check Plans (50%)	7	55	244	689	831	4	100	0	0	90	0	\$ 317,447.00
Incorporate Conceptual Study Comments			2	16	24							\$ 6,252
Refine Horizontal Design			4	20	40							\$ 9,460
Refine corridor profile and corridor modelling			4	60	40							\$ 16,140
Establish final R/W (Meet w/ City)			4	10	10							\$ 3,890
Drainage Analysis and Storm Sewer Design			5	30	45							\$ 12,010
Retaining Wall Design		30	10	10	20			40				\$ 18,240
Traffic Control Overview			2	10	10							\$ 3,430
Prepare street lighting layout			20	5								\$ 5,435
Prepare traffic signal improvements			4	20	40							\$ 9,460
Prepare layout for pavement marking and signing			4	30	30							\$ 9,830
Plan Production:												\$ -
Title Sheet				1	1	2						\$ 549
General Notes			2	3	2	2						\$ 1,473
Summary of Quantities				4	8							\$ 1,708
Horizontal And Vertical Control				4	4							\$ 1,188
Alignment and Profile Data				4	8							\$ 1,708
Typical Sections			2	10	20							\$ 4,730
Roadway Plan and Profiles			6	40	60							\$ 15,860
Right of Way and Easements				10	15							\$ 3,620
Intersection Details			10	20	40							\$ 10,840
Entrance Details				16	30							\$ 6,572
Road Details			10	20	60			40				\$ 31,070
Stormwater Drainage Plan				20	20							\$ 5,940
Stormwater Drainage Profiles				20	20							\$ 5,940
Retaining Wall Plan and Profiles			10	2	10	10						\$ 6,240
Street Lighting Plan				2	10	10						\$ 3,430
Traffic Signal Plans			5	40	20	75		20				\$ 25,315
Pavement Markings and Signing Plan				4	20	20						\$ 6,860
Construction Phasing (General overview and brief narrative)				2	4	8						\$ 2,168
Public Utility Adjustments (Water and Sanitary)			15	20	5							\$ 7,440
Cross Sections			2	40	80							\$ 17,540
Calculate and check field check level quantities			4	12	12							\$ 4,484
Permitting			20	20	10							\$ 9,240
Prepare opinion of probable cost			2	8	4							\$ 2,316
QA/QC Plans (50%)	5		30	50								\$ 17,275
Submit Field Check (50%) plans				2	2							\$ 594
Prepare for and conduct Field Check meeting (including minutes)	2		4	8	8							\$ 4,106
Site Visits			10	20	20						15	\$ 10,130
Utility Coordination:												\$ -
Colored Utility Set & .KMZ sent to Owners				4							5	\$ 1,298
Utility Coordination Meeting with all Owners (including minutes)			4	8							50	\$ 8,556
Individual Owner discussions for Relocations, Schedule, etc.			4	10							20	\$ 5,110
Task 800 - Right-of-Way Plans (60%)	4	0	34	118	102	0	0	4	16	45	0	\$ 51,376.00
Incorporate Preliminary Plan Comments			2	24	32							\$ 8,628
Finalize Right-of-Way Sheets			2	16	20							\$ 5,732
QA/QC	2		2	4	8							\$ 2,978
Quantities & Cost Estimate			2	4	8							\$ 2,168
Right-of-Way Plan Review Meeting			2	8								\$ 1,796
Utility Coordination			8	30	30							\$ 10,750
Colored Utility Set & .KMZ to Owners w/ Finalized Right-of-Way				4							5	\$ 1,298
Cont. Individual Owner discussions for Relocations, Schedule, etc.			8	20							40	\$ 10,220
Public Meeting #2	2		8	8	4			4		16		\$ 7,806
Task 900 - Final Plans (100%)	8	20	161	527	591	12	30	4	16	30	0	\$ 221,751.00
Incorporate Right-of-Way Plans Comments			2	16	24							\$ 6,252
Finalize Horizontal Design			4	16	30							\$ 7,492
Finalize corridor profile and corridor modelling			4	40	30							\$ 11,500
Finalize Storm Sewer Design			5	30	45							\$ 12,010
Finalize Retaining Wall Design			10	20	15							\$ 7,590
Finalize Traffic Signal Layout			2	10	10							\$ 3,430
Finalize street lighting layout			15	5								\$ 4,285
Finalize layout for pavement marking and signing			10	16	10							\$ 6,272
Design final construction Phasing			16	40	30							\$ 14,260
Final Plan Production Updates:												\$ -
Title Sheet				1	1	2						\$ 549
General Notes				1	2	2						\$ 679
Summary of Quantities			5	20	30							\$ 8,390
Horizontal And Vertical Control				1	4	4						\$ 1,191
Alignment and Profile Data				1	4	4						\$ 1,191
Typical Sections			2	10	20							\$ 4,730
Roadway Plan and Profiles			6	30	30							\$ 10,290
Right of Way and Easements				10	15							\$ 3,620
Intersection Details				2	8							\$ 1,374
Entrance Details				16	30							\$ 6,572
Road Details				8	16							\$ 3,416

**Lone Elm Road - 119th Street to Harold
Olathe Project No. 3-C-040-25**

Stormwater Drainage Plan				20	20							\$	5,940
Stormwater Drainage Profiles				20	20							\$	5,940
Retaining Wall Plan and Profiles		15	2	8	8		30					\$	9,481
Street Lighting Plan			2	8	8							\$	2,836
Traffic Signal Plans		5	20	8	20							\$	9,941
Pavement Markings and Signing Plan			2	20	20							\$	6,400
Construction Phasing (General overview and brief narrative)			2	4	8							\$	2,168
Cross Sections			2	40	40							\$	12,340
Calculate and check Final quantities and tables			8	24	36							\$	10,528
Prepare opinion of probable cost			2	8	8							\$	2,836
QA/QC	4		10	20	10							\$	8,560
Quantities & Cost Estimate			2	4	4							\$	1,648
Preliminary Plan Review Meeting	2		2	8	10							\$	3,906
Final Utility Coordination and Relocations			8	10	5					30		\$	7,940
Project Manual and Contract Documents			10	24	16							\$	8,388
Public Meeting #3	2		8	8	4			4	16			\$	7,806
Task 1000 – Post Letting	2	0	21	69	4	0	0	0	4	14		\$	20,027.00
Public Meeting #4 - Meet the Contractor	2		6	6	4				4	4		\$	4,796
Support Through Obligation			2	22								\$	4,134
Pre-Construction Services			8	16								\$	4,512
Service During Construction			5	25						10		\$	6,585
Total Hours	40	75	575	1723	1840	76	130	12	58	214			4743
Total Fee	\$16,200	\$21,075	\$132,250	\$287,741	\$239,200	\$9,576	\$10,530	\$2,940	\$8,410	\$26,964			\$754,886
Subconsultants													\$ 190,300.00
GBA													
Survey													
Topographic Basemap with Surface Model												\$	49,200
Property Basemap with Title work												\$	49,400
R/W, Construct Easements, and Drainage Easements													
Prepare Permanent/Temporary Easements/RW descriptions and Exhibits												\$	32,100
Stake R/W and Easements												\$	7,800
													Total \$ 138,500
Terracon													
Geotechnical Investigation													
Subsurface Exploration, Lab Testing, GeoTech Report												\$	20,600
Traffic Control												\$	5,600
													Total \$ 26,200
GHA													
Peak Hour and Volumetric Counts												\$	3,100
													Total \$ 3,100
Potholing													
Estimated at \$1,500/location at 15 locations													Total \$ 22,500
Reimbursable Expenses													\$ 10,000.00
Misc Expenses												\$	10,000
GRAND TOTAL (ROADWAY + SUBCONSULTANTS + REIMBURSABLES)													\$ 955,186.00

TranSystems Corporation
Schedule of Hourly Rates for 2025
Kansas City Office

CLASSIFICATION	2025 RATE	CLASSIFICATION	2025 RATE
Technician V	\$219	Principal/Structural Engineer V	\$383
Technician IV	\$154	Structural Engineer IV	\$276
Technician III	\$126	Structural Engineer III	\$224
Technician II	\$98	Structural Engineer II	\$170
Technician I	\$81	Structural Engineer I	\$134
Scientist III	\$185	Electrical Engineer IV	\$239
Scientist II	\$129	Principal/Civil Engineer V	\$405
Scientist I	\$93	Civil Engineer IV	\$281
Surveyor V	\$192	Civil Engineer III	\$230
Surveyor IV	\$147	Civil Engineer II	\$167
Surveyor III	\$153	Civil Engineer I	\$130
Surveyor II	\$122	Construction Services IV	\$189
Surveyor I	\$71	Construction Services III	\$153
Planner IV	\$282	Construction Services II	\$126
Planner III	\$245	Construction Services I	\$88
Planner II	\$145	Business Consultant III	\$166
Planner I	\$108	Business Consultant II	\$124
Industry Specialist V	\$442	Architect II	\$112
Industry Specialist IV	\$332	Marketing Administrator IV	\$225
Industry Specialist III	\$259	Marketing Administrator II	\$129
Industry Specialist II	\$162	Marketing Administrator I	\$63
Inspector V	\$266	Administrative Manager III	\$229
Inspector IV	\$153	Administrator III	\$119
Inspector III	\$110	Administrator II	\$104
Inspector II	\$87	Engineer I	\$125

Sub-contracted labor, material testing equipment, printing and technical photography, and all other direct job costs to be paid at cost. Vehicle mileage to be paid at the current IRS rate per mile. The rates set forth on this initial Schedule of Rates shall be the rates provisions in effect from the date of this Agreement until December 31, 2025. TranSystems will revise the Schedule of Rates annually and will submit the revised Schedule of Rates which shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.

EXHIBIT D

LAND ACQUISITION CHECKLIST FOR CONSULTANT PROJECTS

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

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

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

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

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

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

____ Submit Documents to Public Works staff in electronic format:

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

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

EXHIBIT E

Utility Coordination Olathe CIP projects

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

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

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

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

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

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

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

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

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

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

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

- Some providers may only be labeled by CATV and will require further coordination to confirm ownership of lines.
 - Review existing mapping to help identify any lines or other infrastructure that may have been missed during locates and survey.
 - Utility lines shall NOT be added to project plans based on mapping or as-built info only.
 - Utilize utility information obtained to minimize utility impacts when possible during project design.
- **Project design firm to generate a master utility plan (may not apply to all projects)**
- Utilities labeled by provider and in applicable colors.
 - Denote utilities that are to be abandoned or vacated.
 - Recommend alternate routes to avoid points of conflict such as proposed storm crossing or conflicts with other utility 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:

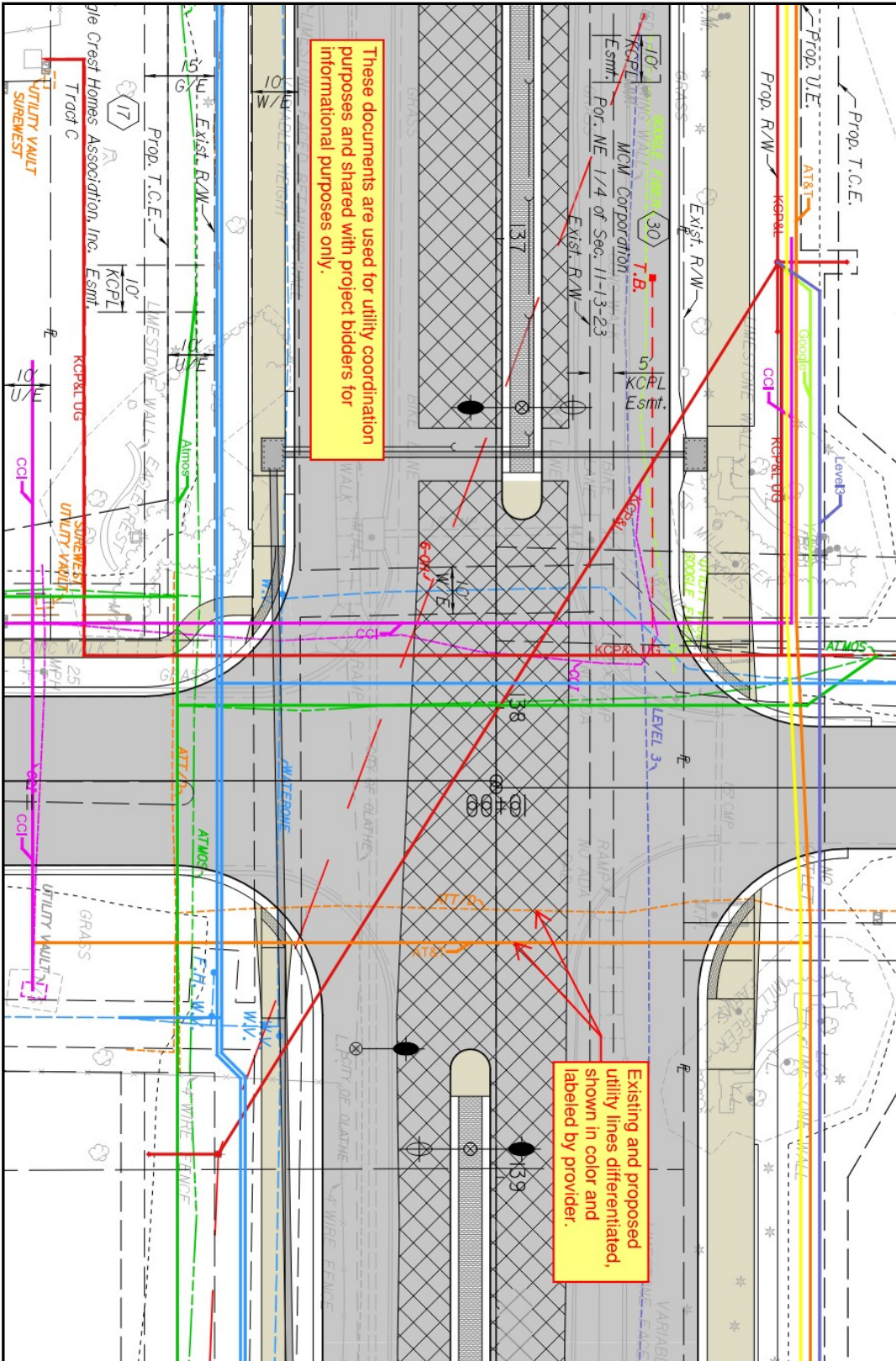
- **Utility Company and/or contractor to obtain a ROW permit prior to starting.**
 - The city will review the permit to confirm it matches previously reviewed relocate plans.

- **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



These documents are used for utility coordination purposes and shared with project bidders for informational purposes only.

Existing and proposed utility lines differentiated, shown in color and labeled by provider.

EXHIBIT F

CITY OF OLATHE INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Verification of Coverage

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

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

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

EXHIBIT G
Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/6/2025

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

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

PRODUCER Gunn-Mowery P.O. Box 900 Camp Hill PA 17001-0900	CONTACT NAME: Stefania Ruiz	
	PHONE (A/C. No. Ext): 717-761-4600	FAX (A/C. No): 717-761-6159
E-MAIL ADDRESS: sruiz@gunnmowery.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : PA Manufacturers Indemnity Co.		41424
INSURER B : PA Manufacturers' Assoc Ins Co.		12262
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 1853906999 **REVISION NUMBER:**

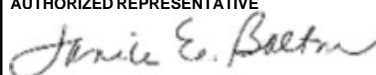
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	3025012907384A 3025012907384B	2/1/2025 2/1/2025	2/1/2026 2/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	1525012907384	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	2025012907384A 2025012907384B 2025012907384C	2/1/2025 2/1/2025 2/1/2025	2/1/2026 2/1/2026 2/1/2026	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Blanket Additional Insured applies per written contract.

Project No. P101240213, Olathe Project No. 3-C-040-25; Lone Elm Road, 119th Street to Harold Street. The following are covered as Additional Insureds for General Liability and Automobile Liability policies as per written contract: the City of Olathe.

CERTIFICATE HOLDER **CANCELLATION 90**

CITY OF OLATHE 1358 S. ROBINSON DRIVE OLATHE KS 66061	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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ENDORSEMENT

Policy Number
152501-29-07-38-4

PENNSYLVANIA MANUFACTURERS INDEMNITY COMPANY

Named Insured GANNETT FLEMING INC.

Effective Date: 02-01-25
12:01 A.M., Standard Time

PRIMARY AND NONCONTRIBUTORY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

THE FOLLOWING IS ADDED TO THE OTHER INSURANCE CONDITION AND SUPERSEDES ANY PROVISION TO THE CONTRARY:

PRIMARY AND NONCONTRIBUTORY INSURANCE

THIS INSURANCE IS PRIMARY TO AND WILL NOT SEEK CONTRIBUTION FROM ANY OTHER INSURANCE AVAILABLE TO AN ADDITIONAL INSURED UNDER YOUR POLICY PROVIDED THAT:

(1) THE ADDITIONAL INSURED IS A NAMED INSURED UNDER SUCH OTHER INSURANCE; AND

(2) YOU HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT THIS INSURANCE SHOULD BE PRIMARY AND WOULD NOT SEEK CONTRIBUTION FROM ANY OTHER INSURANCE AVAILABLE TO THE ADDITIONAL INSURED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
AS REQUIRED BY WRITTEN CONTRACT	

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".
 However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**
 If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.
 This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
 CONTRACTORS – SCHEDULED PERSON OR
 ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
AS REQUIRED BY WRITTEN CONTRACT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured:</p> <p>Endorsement Effective Date: 02/01/2025</p>

SCHEDULE

<p>Name Of Person(s) Or Organization(s):</p> <p>ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT, EXECUTED PRIOR TO LOSS TO NAME AS ADDITIONAL INSURED.</p>

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)	12/1/2025	3/6/2025
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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 Lockton Companies, LLC 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: _____ PHONE (A/C No. Ext): _____ E-MAIL ADDRESS: _____	FAX (A/C No.): _____	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED 1024452 TRANSYSTEMS CORPORATION 2400 PERSHING RD., SUITE 400 KANSAS CITY MO 64108	INSURER A : Continental Casualty Company		20443
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES **CERTIFICATE NUMBER:** 21481081 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N	N	AEH591957881	12/1/2024	12/1/2025	\$10M PER CLAIM; \$10M AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project No. P101240213, Olathe Project No. 3-C-040-25; Lone Elm Road, 119th Street to Harold Street.


CERTIFICATE HOLDER 21481081 CITY OF OLATHE 1358 S. ROBINSON DRIVE 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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EXHIBIT H
Certificate of Good Standing to Conduct Business in Kansas

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

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

Business ID: 7099872

Business Name: TRANSYSTEMS CORPORATION

Type: Foreign For-Profit Corporation

Jurisdiction: Missouri

was filed in this office on March 03, 1977, and is in good standing, having fully complied with all requirements of this office.

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



In testimony whereof:
I affix my official certification seal.
Done at the City of Topeka,
on this day June 12, 2024.

A handwritten signature in black ink that reads "Scott Schwab". The signature is written in a cursive, flowing style.

SCOTT SCHWAB
KANSAS SECRETARY OF STATE