



1. **CALL TO ORDER**

2. **EXECUTIVE SESSION**

Consideration of motion to recess into an executive session under the real property acquisition exception to the Kansas Open Meetings Law to discuss the following items:

- A. Recess into an executive session for preliminary discussions related to the acquisition of property pursuant to the exception provided in K.S.A.75-4319(b)(6) regarding the acquisition of real property in downtown Olathe.

Staff Contact: Ron Shaver

3. **RECONVENE FROM EXECUTIVE SESSION**

4. **BEGIN TELEVISED SESSION – 7:00 P. M.**

5. **PLEDGE OF ALLEGIANCE**

6. **CONSENT AGENDA**

The items listed below are considered to be routine by the City Council and may be approved in one motion. These may include items that have been reviewed by the City Council in a prior planning session. There will be no separate discussion unless a Councilmember requests that an item be removed from the consent agenda and considered separately.

- A. Consideration of the City Council meeting minutes for January 8, 2019.

Staff Contact: Dianna Wright and David Bryant

- B. Consideration of a cereal malt beverage license application renewal for calendar year 2019.

Staff Contact: Dianna Wright and David Bryant

- C. Consideration of Resolution No. 19-1006 appointing a member to the Persons With Disabilities Advisory Board.

Staff Contact: Brenda Long

- D. Consideration of a First Amendment to Development Agreement with Holmes 111, LLC pertaining to the Olathe Station redevelopment project.
Staff Contact: Ron Shaver, Dianna Wright and Emily Vincent
- E. Request for the acceptance of the dedication of land for public easements and right-of-way for a final plat for Beautiful Savior Lutheran Church, Second Plat (FP18-0041) containing 1 lot on 8.17± acres; located at 13145 S. Black Bob Road. Planning Commission recommends approval 5-0.
Staff Contact: Aimee Nassif and Kim Hollingsworth
- F. Request for the acceptance of the dedication of land for public easements and right-of-way for a final plat for Lone Elm Senior Apartments (FP18-0046) containing 1 multi-family lot and no common tracts on 9.58± acres; located along the west side of Lone Elm Road, ¼ mile north of its intersection with W. 119th Street. Planning Commission recommends approval 5-0.
Staff Contact: Aimee Nassif and Zach Moore
- G. Request for the acceptance of the dedication of land for public easements and right-of-way for a final plat for Boulder Hills, Third Plat (FP18-0048) containing 57 single-family lots and 3 common tracts on 19.50± acres; located along the west side of Black Bob Road, about ¼ mile north of 175th Street. Planning Commission recommends approval 5-0.
Staff Contact: Aimee Nassif and Zach Moore
- H. Request for the acceptance of the dedication of land for public easements and right-of-way for a final plat for St. Paul's Catholic Church (FP18-0049) containing 2 lots on 20.85± acres; located at the NEC of 115th Terrace and Lone Elm Road. Planning Commission recommends approval 5-0.
Staff Contact: Aimee Nassif and Daniel Fernandez
- I. Consideration of Consent Calendar.
Staff Contact: Mary Jaeger and Beth Wright
- J. Consideration of Resolution No. 19-1007 authorizing the 2019 Street Preservation Program, PN 3-P-000-19.
Staff Contact: Mary Jaeger and Beth Wright
- K. Consideration of Resolution No. 19-1008 authorizing the 2019 Traffic Signals Project, PN 3-TS-000-19.
Staff Contact: Mary Jaeger and Beth Wright

- L. Consideration of Resolution No. 19-1009 authorizing the Ridgeview, 143rd to 151st, Improvements Project, PN 3-C-058-19.
Staff Contact: Mary Jaeger and Beth Wright
- M. Consideration of a Professional Services Agreement with TranSystems Corporation for design of the Ridgeview, 143rd to 151st, Improvements Project, PN 3-C-058-19.
Staff Contact: Mary Jaeger and Beth Wright
- N. Consideration of Resolution No. 19-1010 authorizing the 2020 Street Reconstruction Program, PN 3-R-000-20.
Staff Contact: Mary Jaeger and Beth Wright
- O. Consideration of a Professional Services Agreement with HNTB Corporation for design of the Lake Side Acres Street Reconstruction Project, PN 3-R-002-20; the Lake Side Acres Sanitary Sewer Rehabilitation Project, PN 1-R-104-17; and the Stevenson Street Stormwater Improvements Project, PN 2-C-014-18.
Staff Contact: Mary Jaeger and Beth Wright
- P. Consideration of Supplemental Agreement No. 1 with TREKK Design Group, LLC. for design of the Sanitary Sewer Rehabilitation Project, PN 1-R-000-19, and the Neighborhood Sanitary Sewer Improvements Project, PN 1-R-100-19.
Staff Contact: Mary Jaeger and Beth Wright
- Q. Consideration of Supplemental Agreement No. 4 with Larkin Lamp Rynearson for design of the Waterline Rehabilitation Project, PN 5-R-000-19.
Staff Contact: Mary Jaeger and Beth Wright
- R. Acceptance of bid and consideration of award of contract to Crossland Heavy Contractors, Inc for construction of the Curtis Street Pumpstation Improvements, PN 5-C-038-18.
Staff Contact: Mary Jaeger and Alan Shorthouse
- S. Acceptance of proposal and consideration of award of contract to Lyngsoe Systems for Automated Materials Handling Equipment for the Indian Creek Library.
Staff Contact: Emily Baker and Amy Tharnish
- T. Acceptance of bids and consideration of award of contract to Vermeer Great Plains for the replacement of a Brush Chipper vehicle for the Parks & Recreation Department.
Staff Contact: Michael Meadors and Amy Tharnish

- U. Acceptance of bids and consideration of award of contract to Smith & Loveless, Inc. for the Robinson Campus and Old 56 Highway lift stations within the Lift Station Replacement Project, PN 1-C-020-15.

Staff Contact: Mary Jaeger and Amy Tharnish

- V. Consideration of renewal of contract with Core and Main for the purchase of Sensus water meters for the Field Operations Division of the Public Works Department.

Staff Contact: Mary Jaeger and Amy Tharnish

7. NEW BUSINESS-PUBLIC WORKS

- A. Consideration of an Agreement with Finkle Williams, Inc. for design of the Fire Station #8 Improvements Project, PN 6-C-009-18.

Staff Contact: Mary Jaeger and Beth Wright

Action needed: Motion to approve or deny.

- B. Consideration of an Agreement with Finkle Williams, Inc. for design of the Fire Training Center Project, PN 6-C-004-13.

Staff Contact: Mary Jaeger and Beth Wright

Action needed: Motion to approve or deny.

8. NEW BUSINESS-ADMINISTRATION

- A. Consideration of Ordinance 19-03 and Resolution No. 19-1011 authorizing the issuance, delivery, form and details of approximately \$3,400,000 principal amount of Stormwater Revenue Bonds, Series 2019.

Staff Contact: Dianna Wright, Mary Jaeger and Amy Tharnish

Action needed: Motion to approve or deny.

9. NEW CITY COUNCIL BUSINESS

10. END OF TELEVISED SESSION

11. GENERAL ISSUES AND CONCERNS OF CITIZENS

12. CONVENE FOR PLANNING SESSION

Reports are prepared for informational purposes and will be accepted as presented. There will be no separate discussion unless a Councilmember requests that a report be removed and considered separately.

A. REPORTS

1. Report to discuss the agreement between the City of Olathe and Johnson County Park and Recreation District for the development of trails.

Staff Contact: Michael Meadors and Michael Latka

2. Procurement Quarterly Report.

Staff Contact: Dianna Wright and Amy Tharnish

B. DISCUSSION ITEMS

1. Presentation updating Council on City efforts and initiatives regarding regional engagement and leadership. (15 mins)

Staff Contact: Tim Danneberg

13. ADDITIONAL ITEMS**14. ADJOURNMENT**



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/22/2019

DEPARTMENT: Resource Management
STAFF CONTACT: Dianna Wright/David Bryant
SUBJECT: City Council Meeting Minutes for approval

ITEM DESCRIPTION:
Consideration of the City Council meeting minutes for January 8, 2019

SUMMARY:
The City Council meeting minutes for January 8, 2019 are submitted for consideration.

FINANCIAL IMPACT:
None.

ACTION NEEDED:
Approve the City Council meeting minutes for January 8, 2019 as part of the consent agenda.

ATTACHMENT(S):
A. 1-8-18 Council Minutes



1. CALL TO ORDER

Present: Bacon, Brownlee, Randall, McCoy, Vogt, and Copeland
Absent: Campbell

Others in attendance were City Manager Wilkes, Assistant City Manager Sherman and City Attorney Shaver.

2. EXECUTIVE SESSION

- A.** Consideration of a motion to recess into an executive session for preliminary discussions related to acquisition of property pursuant to the exception provided in K.S.A.75-4319(b)(6) regarding the Woodland Road, K-10 to College, Improvements Project, PN 3-C-041-18.

Motion by Randall, seconded by Bacon, to recess into an executive session for preliminary discussions related to acquisition of property pursuant to the exception provided in K.S.A.75-4319(b)(6) regarding the Woodland Road, K-10 to College, Improvements Project, PN 3-C-041-18. The motion carried by the following vote:

Yes: Bacon, Brownlee, Randall, McCoy, Vogt, and Copeland
Absent: Campbell

- B.** Consideration of motion to recess into an executive session for consultation with the City's attorneys which would be deemed privileged in the attorney-client relationship pursuant to the exception provided in K.S.A.75-4319(b)(2) pertaining to a development agreement and for preliminary discussions related to acquisition of property pursuant to the exception provided in K.S.A.75-4319(b)(6) for a discussion of the acquisition of real property in downtown Olathe.

Motion by Randall, seconded by Bacon, to recess into an executive session for consultation with the City's attorneys which would be deemed privileged in the attorney-client relationship pursuant to the exception provided in K.S.A.75-4319(b)(2) pertaining to a development agreement and for preliminary discussions related to acquisition of property pursuant to the exception provided in K.S.A.75-4319(b)(6) for a discussion of the acquisition of real property in downtown Olathe. The motion carried by the following vote:

Yes: Bacon, Brownlee, Randall, McCoy, Vogt, and Copeland
Absent: Campbell

The open meeting will resume at 7:00 p.m.

3. RECONVENE FROM EXECUTIVE SESSION

The meeting reconvened at 7:01 p.m. Mayor Copeland announced the executive session would continue at a later point in the meeting.

4. BEGIN TELEVISED SESSION – 7:00 P. M.

5. PLEDGE OF ALLEGIANCE

6. SPECIAL BUSINESS

- A.** Recognition of Hannah DeBok, Miss Kansas Teen USA 2019.
Mayor Copeland presented Hannah with a certificate of congratulations.
- B.** Proclamation designating January 21, 2019, as "Dr. Martin Luther King, Jr. Day."
Mayor Copeland read the proclamation and presented it to Human Rights Committee Commissioner Hillman.
- C.** Presentation of the 2018 Annual Report by Dr. Ralph Richardson, Dean and CEO of K-State Olathe.
The presentation was completed by Dr. Richardson.

7. CONSENT AGENDA

Approval of the Consent Agenda.

Motion by Randall, seconded by Bacon, to approve the consent agenda with the exception of items E and G. The motion carried by the following vote:

Yes: Bacon, Brownlee, Randall, McCoy, Vogt, and Copeland

Absent: Campbell

- A.** Consideration of the City Council meeting minutes for December 18, 2018.
Approved.
- B.** Consideration of private club license for the Olathe Billiards, Inc. dba Shooters, located at 810 W.Old 56 Hwy.
Approved.
- C.** Consideration of authorization for Mayor Copeland, Council Members and City Manager to attend National League of Cities Congressional Conference in Washington, DC, March 11 - 14, 2019.
Approved.

- D.** Agreement with ATMOS Energy for the relocation of a gas line under the turn lane into Lake Olathe from Santa Fe.
Approved.
- E.** Consideration of Resolution No. 19-1001 (HL17-004) for nomination of a local historical landmark designation to the Olathe Register of Historic Places for the Olathe Memorial Cemetery located at 738 N. Chestnut Street. Planning Commission recommends approval 7.0.

Councilmember McCoy asked how soon we would know if we have received the designation.

Emily Carrillo, Neighborhood Planning Coordinator with Public Works stated upon approval tonight it would be certified for the local designation. Ms. Carrillo stated the cemetery was listed on the National Historical Register in January of 2017.

Councilmember McCoy inquired about the recent vandalism to the cemetery.

Staff indicated a report would be provided to the City Council.

Councilmember Randall left the meeting at 7:45 p.m.

Motion by Bacon, seconded by Vogt, to approve consent item E. The motion carried by the following vote:

Yes: Bacon, Brownlee, McCoy, Vogt, and Copeland

Excused: Randall

Absent: Campbell

- F.** Consideration of Consent Calendar.
Approved.
- G.** Consideration of an Agreement with Johnson County for construction of the Indian Creek, 139th and Brookwood Ct., Stormwater Improvements Project, PN 2-C-031-16.

Mayor Copeland requested more context for this item.

Rob Beilfuss, Stormwater Manager with Public Works gave a brief history of the project stating it was originally identified in 2009 and has been selected for SMAC funding by the County.

Motion by Bacon, seconded by Vogt, to approve consent item G. The motion carried by the following vote:

Yes: Bacon, Brownlee, McCoy, Vogt, and Copeland

Excused: Randall

Absent: Campbell

Councilmember Randall returned to the meeting at 7:48 p.m.

- H.** Consideration of Resolution No. 19-1002 authorizing the Miscellaneous ADA Sidewalk Repair and Replacement Project, PN 3-C-093-19.

Approved.

- I.** Consideration of Resolution No. 19-1003 authorizing the 2019 Advanced Transportation Management System (ATMS) Replacement and Repair Project, PN 3-C-037-19.

Approved.

- J.** Consideration of Resolution No. 19-1004 authorizing the 2019 Bridge Repair Project, PN 3-G-000-19.

Approved.

- K.** Consideration of Resolution No. 19-1005 authorizing the 2019 Sidewalk Construction Project, PN 3-C-072-19.

Approved.

- L.** Acceptance of proposal and consideration of award of contract to Galls, LLC. for Fire Uniforms for the Olathe Fire Department.

Approved.

- M.** Acceptance of bid and consideration of award of contract to Hometown Lawn, LLC and Turf Design, Inc. for yard restoration and landscaping services for the Utilities Maintenance Division of Public Works.

Approved.

- N.** Acceptance of bid and consideration of award of contract to Pure Technologies U.S. Inc. (d/b/a Wachs Water Service) for water valve and hydrant exercise, inspections and fire flow testing.

Approved.

- O.** Acceptance of proposal and consideration of award of contract to Park Street Pastry, LLC for the operation of the coffee shop at the new Indian Creek Library.

Approved.

- P.** Acceptance of bid and consideration of award of contract to Elliott Equipment for the replacement of one (1) compressed natural gas-powered side loader for the Solid Waste Division of Public Works.

Approved.

8. NEW BUSINESS-PUBLIC WORKS

- A.** Consideration of Ordinance No. 19-01, RZ18-0016, requesting approval for a rezoning from R-1 to C-3 and R-4 Districts for Stag's Ridge on 23.77± acres; located northwest of the K-7 and Spruce Street intersection. Planning Commission recommended approval 7-0.

Dan Fernandez, Planner II with Public Works Planning Division completed a presentation of the project and rezoning request.

Councilmember Randall stated a fifty foot easement for tree preservation needs to be in place, which makes sense for separation for the neighbors at Ernie Miller Park who have been there for a number of years.

Councilmembers raised concerns about traffic generated by the project.

Chet Belcher, Transportation Manager with Public Works provided information regarding the traffic.

Kevin Tubbesing with Stag Commercial, 7021 Johnson Drive, Mission addressed the Council regarding the project and stated the problem with a mandatory fifty foot buffer is it would push them south an additional twenty feet. Mr. Tubbesing stated they have already moved from twenty to thirty feet and with each additional ten feet it would be \$200,000 to \$300,000 minimum. Mr. Tubbesing asked the Council instead of making it a requirement to let them work with staff. Mr. Tubbesing said they would give the fifty feet if they can, but if it were not possible to give up the fifty feet that they would work with staff to make sure there are appropriate measures to keep Ernie Miller the beautiful public park that it is.

Motion by Randall to approve the rezoning ordinance with the added stipulation that a mandatory fifty foot buffer be required for the project. The motion failed due to a lack of a second.

Motion by Randall , seconded by Bacon, to approve the rezoning ordinance. The motion carried by the following vote:

Yes: Bacon, Brownlee, Randall, McCoy, Vogt, and Copeland

Absent: Campbell

- B.** Request by for the acceptance of the dedication of land for public

easements and right-of-way for a final plat for Stag's Ridge (FP18-0044) containing 3 commercial lots, 1 multi-family lot and 2 common tracts on 23.77± acres; located northwest of the K-7 and Spruce Street intersection. Planning Commission recommends approval 7-0.

Motion by Randall, seconded by Bacon, to accept the dedication of easements and vacation of public right-of-way for the final plat for Stag's Ridge. The motion carried by the following vote:

Yes: Bacon, Brownlee, Randall, McCoy, Vogt, and Copeland

Absent: Campbell

- C.** Consideration of Ordinance No. 19-02, RZ18-0019, requesting approval for a rezoning from R-1 and AG to R-1 District and preliminary site development plan for Beautiful Savior Lutheran Church on 2.75 ± acres; located at 13145 S. Black Bob Road. Planning Commission recommends approval 7-0.

Kim Hollingsworth, Senior Planner Public Works Planning Division completed a presentation of the project and rezoning request.

Councilmember Vogt inquired if a neighborhood meeting was held.

Ms. Hollingsworth stated a neighborhood meeting was held, but they did not have anyone in attendance.

Councilmember Vogt asked if the existing access road would be adequate with the additional development for access to Black Bob Road.

Ms. Hollingsworth stated the Traffic Division has reviewed the plans and finds that it is adequate.

Judd Claussen, Phelps Engineering, 1270 N. Winchester, Olathe gave a brief description of the project and stated they are in agreement with the stipulations.

Motion by Randall, seconded by Bacon, to approve the rezoning ordinance. The motion carried by the following vote:

Yes: Bacon, Brownlee, Randall, McCoy, Vogt, and Copeland

Absent: Campbell

EXECUTIVE SESSION

Mayor Copeland stated Council would return to Executive Session to continue

discussing earlier executive session items and entertained a motion.

Motion by Randall, seconded by Bacon, to return into executive session for 15 minutes to continue discussion of the earlier executive session items. Motion carried by the following votes:

Yes: Bacon, Brownlee, Randall, McCoy, Vogt, and Copeland

Absent: Campbell

Meeting recessed into executive session at 8:23 p.m.

RECONVENE FROM EXECUTIVE SESSION

The meeting reconvened at 8:40 p.m.

Executive Session Item A - Motion by Randall, seconded by Bacon to authorize staff to acquire public right-of-way and easements for the Woodland Road, K-10 to College, Improvements Project, PN-3-C-041-18 as directed by the Governing Body.

and

Executive Session Item B - Motion by Randall, seconded by Bacon to authorize staff to proceed with the strategies as discussed with and directed by the Governing Body.

The motion carried by the following vote:

Yes: Bacon, Brownlee, Randall, McCoy, Vogt, and Copeland

Absent: Campbell

9. NEW CITY COUNCIL BUSINESS

None

10. END OF TELEVISED SESSION

11. GENERAL ISSUES AND CONCERNS OF CITIZENS

Mary Wirtz, 2114 W. Mohawk Court appeared before the City Council opposed to any consideration of an ordinance regarding sexual orientation and gender identity.

12. CONVENE FOR PLANNING SESSION

A. DISCUSSION ITEMS

- A.** Discussion regarding the First Amendment to Development Agreement between the City and Holmes 111, LLC pertaining to

the Olathe Station redevelopment project. (15 mins)
Ron Shaver, City Attorney introduced this item and Eric
Gonsher, project developer.

Eric Gonsher, Holmes 111, LLC, 4520 Madison Avenue,
Kansas City, MO gave a brief presentation to the City Council
concerning the Olathe Station redevelopment project and
proposed second hotel.

Mr. Shaver stated this item would return to the City Council at
the next Council meeting.

- B.** Discussion regarding proposed amendments to Chapters 18.20,
18.30, 18.40, 18.50, 18.90 and 18.94 of Title 18 Unified
Development Ordinance (UDO18-0003). (15 mins.)
Aimee Nassif, Chief Planning and Development Officer with
Public Works Planning Division gave a presentation
concerning updates for the UDO. Ms. Nassif stated if Council
has no issues with the proposals that they would start working
on the updates.

13. ADDITIONAL ITEMS

Councilmember McCoy thanked our first responders and law enforcement for
the work that they do.

Councilmember Vogt thanked the Planning staff for their assistance with her
questions.

Mayor Copeland introduced new employee Liz Ruback, Assistant to the Mayor
and mentioned upcoming events of interest.

14. ADJOURNMENT

The meeting adjourned at 9:27 p.m.

David F. Bryant III, MMC
Deputy City Clerk



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/22/2019

DEPARTMENT: Resource Management
STAFF CONTACT: Dianna Wright/David Bryant
SUBJECT: Cereal Malt Beverage License Application Renewal

ITEM DESCRIPTION:
Consideration of a cereal malt beverage license application renewal for calendar year 2019.

SUMMARY:
The application for the following business has met the necessary requirements for issuance of a cereal malt beverage license and is recommended for approval by staff. The application is available for review in the City Clerk's Office.

<u>Name</u>	<u>License</u>	<u>Site</u>
Fuel Espresso 13	19-63	397 S. Parker Street

FINANCIAL IMPACT:
License fees as established in Title 7 of the Olathe Municipal Code in the amount of \$50 for sale at retail and a separate \$25 stamp fee for the State of Kansas have been collected for the license.

ACTION NEEDED:
Approve the application for license as part of the consent agenda.

ATTACHMENT(S):
None



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/22/2019

DEPARTMENT: City Manager's Office

STAFF CONTACT: Liz Ruback

SUBJECT: Consideration of Resolution No. 19-1006 appointing a member to the Persons With Disabilities Advisory Board.

ITEM DESCRIPTION:

Consideration of Resolution No. 19-1006 appointing a member to the Persons With Disabilities Advisory Board

SUMMARY:

The attached resolution, appointing a member to the Persons With Disabilities Advisory Board, is submitted for consideration by the City Council. The following individual is recommended for appointment:

<u>Name</u>	<u>Term Expiration</u>
Jennifer Kucinski	9/19

Jennifer will be appointed to complete the term vacated by Stephen Glassner.

FINANCIAL IMPACT:

N/A

ACTION NEEDED:

Consider motion to adopt a resolution appointing a member to the Persons With Disabilities Advisory Board.

ATTACHMENT(S):

A. Resolution No. 19-1006

RESOLUTION NO. 19-1006

A RESOLUTION REAPPOINTING MEMBERS TO THE PERSONS WITH DISABILITIES ADVISORY BOARD.

WHEREAS, the Persons With Disabilities Advisory Board was created by Ordinance No. 85-30; and

WHEREAS, Ordinance No. 13-03, adopted by the Governing Body on February 5, 2013, amended Section 2.44.041 of the Olathe Municipal Code, increasing the membership of the Board to no less than twelve (12) and no more than fourteen (14); and

WHEREAS, the Board now consists of up to fourteen (14) members appointed for three (3) year staggered terms, including one (1) member of the Human Relations Commission as an ex-officio member; and

WHEREAS, current members and terms of the Board are as follows:

<u>Member</u>	<u>Initial Appointment</u>	<u>Current Term</u>
Michelle Brown	6/06	9/15 - 9/18
Mark Cameron	6/06	9/15 - 9/18
Rick Davidson (VACANT)	7/09	9/16 - 9/19
Suzanne Dennis	10/16	10/16- 9/19
Mark Gash	10/04	9/14 - 9/20
Stephen Glassner (VACANT)	6/16	9/16 - 9/19
Shakil Haider, OHRC		Ex-Officio
Donna Holsten	6/16	6/16 - 9/18
Debbie Horn	4/14	9/14 - 9/20
Chris Osborn	2/13	9/16 - 9/19
Ray Ramirez	6/13	9/14 - 9/20
Kathy Richardson	10/16	10/16 - 9/19
Perry Trammell	2/15	9/15 - 9/18
Kim Washington	6/17	6/17 - 9/20; and

WHEREAS, Stephen Glassner has resigned from the Board; and

WHEREAS, the Governing Body finds that it is appropriate to appoint a new member to fill the vacancy created by his resignation.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF OLATHE, KANSAS:

RESOLUTION NO. 19-1006

SECTION ONE: That an appointment be made so that membership is comprised as follows:

<u>Member</u>	<u>Initial Appointment</u>	<u>Current Term</u>
Michelle Brown	6/06	9/15 - 9/18
Mark Cameron	6/06	9/15 - 9/18
Rick Davidson (VACANT)	7/09	9/16 - 9/19
Suzanne Dennis	10/16	10/16- 9/19
Mark Gash	10/04	9/17 - 9/20
Shakil Haider, OHRC		Ex-Officio
Donna Holsten	6/16	6/16 - 9/18
Debbie Horn	4/14	9/17 - 9/20
Chris Osborn	2/13	9/16 - 9/19
Ray Ramirez	6/13	9/17 - 9/20
Kathy Richardson	10/16	10/16 - 9/19
Perry Trammell	2/15	9/15 - 9/18
Kim Washington	6/17	9/17 - 9/20
Jennifer Kucinski	1/19	1/19 - 9/19

SECTION TWO: This Resolution shall take effect immediately.

ADOPTED by the Governing Body this 22nd day of January, 2019.

SIGNED by the Mayor this 22nd day of January, 2019.

Mayor

ATTEST:

City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/22/2019

DEPARTMENT: Legal

STAFF CONTACT: Ron Shaver

SUBJECT: Consideration of a First Amendment to Development Agreement with Holmes 111, LLC pertaining to the Olathe Station redevelopment project.

ITEM DESCRIPTION:

Consideration of a First Amendment to Development Agreement with Holmes 111, LLC pertaining to the Olathe Station redevelopment project.

SUMMARY:

On August 11, 2017, the City entered into a Development Agreement (Attachment A) with Holmes 111, LLC (the "Developer") pertaining to the Olathe Station redevelopment project located at the southeast corner of Strang Line Road and Strang Line Court (north of the AMC Theater) (the "Project"). The Development Agreement set forth the terms under which the Developer would construct the Project. The Agreement included creation of a Community Improvement District (CID) and imposition of a 1% CID sales tax to reimburse the Developer up to \$2,416,000 of CID-eligible Project costs out of an anticipated project budget of \$26,160,842 (9.2% of total project costs). The Agreement also called for issuance of industrial revenue bonds for the Project to obtain a sales tax exemption certificate on the Developer's costs of building materials and equipment.

The Development Agreement, including the preliminary site development plan depicted therein, contemplated that one hotel would be constructed within the Project along with two new restaurants (4,000 SF and 10,000 SF, respectively). That hotel (a 4-story, 72,352 SF, 119 room Courtyard by Marriott) is currently under construction. The Developer has also completed several other site improvements within the Project, including façade and parking lot improvements.

Based on market considerations, the Developer has submitted a revised preliminary site development plan which includes a second hotel within the Project along with one new 7,000 SF restaurant. The proposed second hotel would be a 4-story, 64,756 SF, 112 room Marriott TownePlace Suites. The revised project budget is now \$33,766,170, an increase of \$7,605,328. The Developer is not requesting an increase in the CID reimbursement cap. Thus, the total revised amount of CID-eligible Project costs would represent 7.1% of total project costs (a 2.1% reduction).

The First Amendment to Development Agreement (Attachment B) would allow for more than one hotel to be constructed within the project based on the aforementioned revised preliminary site development plan. The flag of any hotels constructed within the Project must be approved by the City, which consent will not be unreasonably withheld, conditioned or delayed. Any change in hotel flag for any hotels during the CID term must be approved by the City, whose consent will not be unreasonably withheld, conditioned or delayed.

The Developer presented an update on the current status of the Project and the proposed Marriott TownePlace Suites project on January 8, 2019. The revised preliminary site development plan is scheduled to go before the Planning Commission on January 28, 2019.

FINANCIAL IMPACT:

The Developer's increased investment would result in increased tax revenues to the City.

ACTION NEEDED:

Approve the First Amendment to Development Agreement with Holmes 111, LLC pertaining to the Olathe Station redevelopment project.

ATTACHMENT(S):

A: Development Agreement

MEETING DATE: 1/22/2019

B: 1st Amendment to Development Agreement

**DEVELOPMENT AGREEMENT
(OLATHE STATION REDEVELOPMENT)**

by and between the

CITY OF OLATHE, KANSAS

and

HOLMES 111 LLC

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is entered into by and between the **CITY OF OLATHE, KANSAS**, a municipal corporation duly organized and existing under the laws of the State of Kansas as a city of the first class (the “**City**”), and **HOLMES 111 LLC**, a Missouri limited liability company authorized to do business in the State of Kansas (the “**Developer**,” and together with the City, the “**Parties**,” and each a “**Party**”), and is dated as of _____, 2017 (the “**Effective Date**”).

RECITALS

WHEREAS, the Developer is the owner of certain real property comprised of approximately 20+/- acres generally located at the southeast corner of South Strang Line Court and South Strang Line Road, all in the City of Olathe, Johnson County, Kansas (the “**Property**”); and

WHEREAS, the City has the authority to undertake community improvement district financing pursuant to the Kansas Community Improvement District Act, K.S.A. 12-6a26 *et seq.* (the “**CID Act**”); and

WHEREAS, on or about May 25, 2017, the Developer submitted a petition (the “**CID Petition**”) to the City requesting the formation of the CID (as defined below) and the imposition of a one-percent (1.0%) tax on the sale of tangible personal property at retail and rendering or furnishing of services in the CID (the “**CID Sales Tax**”) in accordance with the CID Act; and

WHEREAS, pursuant to Ordinance 17-_____, adopted by the City on _____, 2017 (the “**CID Ordinance**”), the City created a Community Improvement District encompassing the Property and the adjacent public right-of-way, the boundaries of which are legally described on Exhibit A and generally depicted on Exhibit B attached hereto (the “**CID**”) and approved the imposition of the CID Sales Tax, all in accordance with the CID Act; and

WHEREAS, the Developer seeks to construct or improve upon the Property certain improvements described in a general manner as consisting of some or all of the following uses, without limitation: retail uses, restaurant uses, hotel uses, and other general commercial and related uses, and any other facilities or improvements associated with or incidental to such uses, including all public and private infrastructure improvements or facilities and, subject to the terms and conditions of this Agreement, all other items allowable under the CID Act (collectively, the “**Project**”), as the Project is generally depicted on the preliminary version of the Site Plan attached hereto as **Exhibit F**; and

WHEREAS, the Developer has also requested the City to issue its industrial revenue bonds (the “**IRBs**”) to enable the Developer to obtain a sales tax exemption certificate on building materials used to construct the Project; and

WHEREAS, the Parties agree that construction and improvement of the Project, and the accompanying CID financing and the IRBs, is to their mutual benefit; and

WHEREAS, the City and the Developer now desire to enter into this Agreement to formalize the development and financing of the Project.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01. Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement.

- A. The terms defined in this Article include the plural as well as the singular.
- B. All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles.
- C. All references herein to "generally accepted accounting principles" refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.
- D. All references in this instrument to designated "Articles," "Sections" and other subdivisions are to be the designated Articles, Sections and other subdivisions of this instrument as originally executed.
- E. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.
- F. The Article and Section headings herein are for convenience only and shall not affect the construction hereof,
- G. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section. The provisions of the CID Petition, and such resolutions and ordinances of the City introduced or adopted by the City Council which create the CID and approved the CID Sales Tax, and the provisions of the CID Act, as amended, are hereby incorporated herein by reference and made a part of this Agreement, subject in every case to the specific terms hereof.

Section 1.02. Definitions of Words and Terms. Capitalized words used in this Agreement shall have the meanings set forth in the Recitals to this Agreement or they shall have the following meanings:

“Administrative Service Fee” means that fee to the City provided by Section 6.03 hereof, equal to 5.0% of the CID Revenues deposited in the CID Fund per calendar year during the CID Term.

“Advanced Funds” means initially the sum of \$10,000, to be held by the City pursuant to Section 6.01.

“Advanced Funds Account” means an account to be created, held and administered by the City all pursuant to Section 6.01.

“Agreement” means this Development Agreement (Olathe Station Redevelopment), as amended from time to time.

“Applicable Law and Requirements” means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by Governmental Authorities.

“Bond Counsel” means Gilmore & Bell, P.C.

“Certificate of CID Costs” means a certificate relating to CID Costs in substantially the form attached hereto as **Exhibit B**.

“Certificate of Substantial Completion” means a certificate evidencing the Substantial Completion of the Project (or applicable portion thereof), in substantially the form attached hereto as **Exhibit C**.

“CID” means the Community Improvement District Created by the City on August __, 2017 pursuant to Ordinance No. 17-_____.

“CID Act” means the Kansas Community Improvement District Act, K.S.A. 12-6a26 through 12-6a36, as amended and supplemented from time to time.

“CID Costs” means those costs listed as “CID Reimbursable” in the Project Budget attached as Exhibit D hereto and eligible to be paid from CID Revenues in accordance with K.S.A. 12-6a26 *et, seq.*

“CID Costs Cap” means Two Million Four Hundred Sixteen Thousand and 00/100 Dollars (\$2,416,000.00) plus interest, financing costs of Developer, and expenses incurred by the City in connection with the Project.

"CID Fund" means the Olathe Station CID Fund, created pursuant to the CID Act and Section 6.02 hereof.

"CID Sales Tax" means the 1.00% community improvement district sales tax within the CID, as described in the recitals to this Agreement.

"CID Revenues" means 100% of the revenues generated from the CID Sales Tax.

"CID Term" means that period of time equal to twenty (20) years beginning on the date the CID Sales Tax is first imposed within the CID.

"City" means the City of Olathe, Kansas.

"City Event of Default" shall have the meaning set forth in Section 11.02 of this Agreement.

"City Expenses" means the expenses described in Section 6.01 of this Agreement.

"City Representative" means the Mayor or City Manager of the City, and such other person or persons at the time designated to act on behalf of the City in matters relating to this Agreement.

"Code" means the Internal Revenue Code of 1986, as amended.

"Construction Plans" means plans, drawings, specifications and related documents, and construction schedules for the construction of the Project, together with all supplements, amendments or corrections, submitted by the Developer and (if required to be pursuant to Applicable Law and Requirements) approved by the City in accordance with this Agreement.

"County" means Johnson County, Kansas.

"Developer" means Holmes 111 LLC, a limited liability company organized and existing under the laws of the State of Missouri and authorized to do business in Kansas, and any successors and assigns permitted pursuant to this Agreement.

"Developer Event of Default" shall have the meaning set forth in Section 11.01 of this Agreement.

"Developer Representative" means Eric Gonsher and such other person or persons designated and duly authorized to act on behalf of the Developer in matters relating to this Agreement.

"Excusable Delays" means any delay beyond the reasonable control of the Party affected, caused by damage or destruction by fire or other casualty, power failure, strike, shortage of materials, unavailability of labor, delays in the receipt of Permitted Subsequent Approvals as a result of unreasonable delay on the part of the applicable Governmental

Authorities, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or abnormal duration, tornadoes, and any other events or conditions, which shall include but not be limited to any litigation interfering with or delaying the construction of all or any portion of the Project in accordance with this Agreement, which in fact prevents the Party so affected from discharging its respective obligations hereunder.

“Governmental Approvals” means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, building permits, architectural review or other subdivision, zoning or similar approvals required for the implementation of the Project, the CID and the IRBs, and consistent with this Agreement.

“Governmental Authorities” means any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any type of any governmental unit (federal, state or local) whether now or hereafter in existence.

“Maintenance Plan” means the maintenance plan as set forth in Exhibit G hereto.

“Pay As You Go” means “Pay-as-you-go financing” as defined in the CID Act.

“Permitted Subsequent Approvals” means the building permits and other governmental approvals customarily obtained prior to construction which have not been obtained on the date that this Agreement is executed, which the City or other governmental entity has not yet determined to grant, as well as any approvals that have not been obtained as of the Effective Date but that are required to be obtained in connection with the Project pursuant to the REA.

“Plans” means Site Plans, Construction Plans and all other Governmental Approvals necessary to construct the Project in accordance with City’s Unified Development Ordinance, applicable laws of Governmental Authorities and this Agreement.

“Predevelopment Agreement” means that certain Predevelopment Agreement by and between the City and the Developer, dated as of June 6, 2017.

“Project” shall have the meaning described in the recitals to this Agreement.

“Project Budget” means the project budget as set forth in Exhibit D hereto.

“Project Improvements” shall have the meaning set forth in Section 4.01 hereof.

“Project Schedule” means the project schedule as set forth in Exhibit E hereto.

“REA” means that certain Reciprocal Easement Agreement, by and between A.B./Olathe II Limited Partnership, a Delaware limited partnership (“AB”), and 30 West Pershing, LLC, a Missouri limited liability company (“30 West”), dated June 28, 2002, as amended by that certain Amendment to Reciprocal Easement Agreement by and between the Developer, as successor in

interest to AB, and Flik, Inc., a Delaware corporation, as successor in interest to 30 West, as the same may be further amended from time to time.

“Site Plan” means the final site development plan for the Project submitted by the Developer to the City and approved by the City pursuant to applicable City ordinances, regulations and City’s Unified Development Ordinance provisions, which may be approved as a whole or approved in phases or stages (a preliminary depiction of which is attached hereto as **Exhibit F**, which is subject to change in Developer’s discretion subject to compliance with Applicable Law and Requirements).

“Substantial Completion” has the meaning set forth in Section 4.07.

“Unified Development Ordinance” means the Unified Development Ordinance adopted by the City of Olathe, Kansas, as amended from time to time in accordance with the provisions thereof.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations of City. The City makes the following representations and warranties, which are true and correct on the date hereof, to the best of the City’s knowledge:

A. **Due Authority**. The City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal valid and binding obligation of the City, enforceable in accordance with its terms.

B. **No Defaults or Violation of Law**. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

C. **No Litigation**. There is no litigation, proceeding or investigation pending or, to the knowledge of the City, threatened against the City with respect to the Project or this Agreement. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the City, threatened against the City seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the City to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the City of the terms and provisions of this Agreement.

D. **Governmental or Corporate Consents.** No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution and delivery by the City of this Agreement.

E. **No Default.** No default or City Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or a City Event of Default in any material respect on the part of the City under this Agreement.

Section 2.02. Representations of the Developer.

The Developer makes the following representations and warranties, which are true and correct on the date hereof, to the Developer's actual knowledge:

A. **Due Authority.** The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

B. **No Defaults or Violation of Law.** The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

C. **No Litigation.** No litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Project, the Developer or any officer, director, member or shareholder of the Developer and affecting the Project. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer, of the terms and provisions of this Agreement.

D. **No Material Change.** (1) The Developer has not, with respect to the Property, incurred any material liabilities or entered into any material transactions other than in the ordinary course of business except for the transactions contemplated by this Agreement and (2) there has been no material adverse change in the business, financial position, prospects or results of operations of the Developer, which could materially and adversely affect the Developer's ability to perform its obligations pursuant to this Agreement from that shown in the financial information provided by the Developer to the City in connection with this Agreement.

E. **Governmental or Corporate Consents.** As of the Effective Date, no additional consent or approval is required to be obtained from, and no action need be taken by, or document

filed with, any governmental body or corporate entity, in connection with the execution, delivery and performance by the Developer of this Agreement, other than Permitted Subsequent Approvals.

F. **No Default.** No default or Developer Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or a Developer Event of Default in any material respect on the part of the Developer under this Agreement, or any other material agreement or material instrument affecting the Property to which the Developer is a party or by which the Developer is or may be bound.

G. **Approvals.** Except for Permitted Subsequent Approvals, the Developer has received and is in good standing with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to conduct and to continue to conduct its business as heretofore conducted by it and to own or lease and operate the Property as now owned or leased by it. Except for Permitted Subsequent Approvals, the Developer has obtained all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to acquire, construct, equip, operate and maintain the Project. The Developer reasonably believes that all such certificates, licenses, consents, permits, authorizations or approvals which have not yet been obtained will be obtained in due course.

H. **Construction Permits.** Except for Permitted Subsequent Approvals, all governmental permits and licenses required by applicable law to construct, occupy and operate the Project have been issued and are in full force and effect or, if the present stage of development does not allow such issuance, the Developer reasonably believes, after due inquiry of the appropriate governmental officials, that such permits and licenses will be issued in a timely manner in order to permit the Project to be constructed.

I. **Compliance with Laws.** The Developer is in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, operations contemplated by this Agreement.

J. **Other Disclosures.** The information furnished to the City by the Developer in connection with the matters covered in this Agreement are true and correct and do not contain any untrue statement of any material fact and do not omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

Section 2.03. Developer's Acquisition of the Property. At the time that this Agreement is executed, Developer represents that it has fee simple title to all of the real property in the CID, except for adjacent public right-of-way and as otherwise provided in this Agreement and the CID Petition.

ARTICLE III

REIMBURSEMENT OF DEVELOPER'S CID COSTS

Section 3.01. CID Costs, Generally. Subject to the terms of this Agreement, the City shall reimburse the Developer for CID Costs, up to the CID Costs Cap. The Developer shall be reimbursed on a Pay As You Go basis as further set forth in this Agreement. The City shall only be obligated to reimburse the Developer from the CID Fund in the manner set forth in **Article VI** hereof.

Section 3.02. Developer to Advance Costs. The Developer agrees to advance all CID Costs as necessary to complete the Project, all subject to the Developer's right to terminate this Agreement as set forth in **Section 4.02(E)**. Upon or prior to execution of this Agreement, the Developer shall deposit with the City the funds set forth in **Section 6.01** for the purpose of reimbursing the City for City Expenses related to City planning, legal, administrative and other costs associated with the Project, all of which shall constitute CID Costs reimbursable to Developer (provided such costs are eligible for reimbursement under the CID Act).

Section 3.03. City's Obligation to Reimburse Developer.

A. **Obligation to Reimburse.** Subject to the terms of this Agreement and the conditions in this Section, the City shall reimburse Developer for CID Costs in a total amount not to exceed the CID Costs Cap. The Developer shall be reimbursed for CID Costs from the CID Fund by the City as funds are collected in the CID Fund on a Pay As You Go basis as set forth in **Article VI** hereof.

B. **Timing of Reimbursement.** Subject to the terms of this Agreement, the City shall have no obligation to reimburse Developer until funds are available in the CID Fund and the conditions listed in **Section 6.02(C)** hereof are satisfied.

C. **Source of Reimbursement.** The City shall make payments from the CID Fund on a Pay As You Go basis in the order of priority set forth in **Section 6.02**.

Section 3.04. Developer Reimbursement Process.

A. All requests for reimbursement of CID Costs shall be made in a Certificate of CID Costs in substantial compliance with the form attached hereto as **Exhibit B**. Requests for reimbursement shall be submitted by the Developer to the City not more often than monthly. The Developer shall provide itemized invoices, receipts or such other information reasonably satisfactory to the City to confirm that any such cost has been paid and qualifies as a CID Cost, and shall further provide a summary sheet detailing the costs requested to be reimbursed. Such summary sheet shall show the date such cost was paid, the payee, a brief description of the type of cost paid, and the amount paid. The Developer shall provide such additional information as reasonably requested by the City to confirm that such costs have been paid and qualify as CID Costs.

B. The City reserves the right, upon reasonable written notice to Developer, to have its engineer or other agents or employees inspect all work in respect of which a Certificate of CID Costs is submitted, to examine the Developer's and others' records relating to all expenses

related to the invoices to be paid, and to obtain from such parties such other information as is reasonably necessary for the City to evaluate compliance with the terms hereof.

C. The City shall have 30 calendar days after receipt of any Certificate of CID Costs to review and respond by written notice to the Developer. If the submitted Certificate of CID Costs and supporting documentation demonstrates that (1) the request relates to the CID Costs; (2) the expense has been paid; (3) Developer is not in material default under this Agreement; and (4) there is no fraud on the part of the Developer, then the City shall approve the Certificate of CID Costs and make, or cause to be made, reimbursement from the CID Fund in accordance with **Article VI** (and subject to Section 3.06) hereof, within thirty (30) days of the City's approval of the Certificate of CID Costs. If such funds are not so received by Developer due to the City's inability to process the Certificate of CID Costs within thirty (30) days of approval of the Certificate of CID Costs, the unpaid balance shall be subject to a penalty of one and one half percent (1.5%) per month until paid, but in no event shall such penalty exceed eighteen percent (18%) per annum, and Developer shall be relieved of any and all obligations under this Agreement until paid or Developer may terminate this Agreement pursuant to Section 4.02(E); provided, the City shall disburse CID Funds to the Developer on no more than a quarterly basis. If the City reasonably disapproves of the Certificate of CID Costs in accordance with this Article III, the City shall notify the Developer in writing of the reason for such disapproval within such 30-day period, in which event the Developer shall have the right to revise and re-submit the Certificate of CID Costs to address the City's reason for disapproval, and the City will review and approve (or disapprove) the revised Certificate of CID Costs in accordance with this Section 3.04. Approval of the Certificate of CID Costs will not be unreasonably withheld, conditioned or delayed.

Section 3.05. Right to Inspect and Audit. The Developer agrees that, up to one year after completion of the Project, the City, with reasonable advance notice and during normal business hours, shall have the right and authority to review and audit, from time to time, all the Developer's books and records relating to the CID Costs (including, but not limited to, all general contractor's sworn statements, general contracts, subcontracts, material purchase orders, waivers of lien, paid receipts and invoices); provided, however, that (to the extent it may legally do so) the City agrees to maintain the confidentiality of the foregoing materials and, under no circumstances, allow the same to become public record.

Section 3.06. Limitation on City's Payment Obligations. Notwithstanding any other term or provision of this Agreement, the City's obligation to reimburse the Developer for CID Costs shall be limited to monies in the CID Fund and shall not be payable from any other source.

Section 3.07. The CID, Generally. The City shall not, under any circumstances other than by a future written agreement between the parties, terminate the CID or take any action to reduce the CID Term prior to such time as the Developer has been reimbursed for the total CID Costs Cap; except, provided that if Certificate(s) of Substantial Completion for the Project have been approved by the City and the Developer has incurred CID Costs equal to or greater than the CID Costs Cap, the City may terminate the CID.

ARTICLE IV

THE PROJECT

Section 4.01. Scope of the Project. Subject to the terms and conditions of this Agreement, the Developer shall construct, or cause to be constructed, the Project. The Project will include some or all of the following uses, without limitation:

A. Demolition of certain existing improvements; site work to prepare the Property for commercial development; facade renovations of the existing commercial center; landscaping and irrigation within the common areas; hardscape, fountain and furniture features; lighting and signage; and any and all work related to the foregoing, all as generally depicted on the preliminary version of the Site Plan attached hereto as **Exhibit F** (collectively, the "**Project Improvements**"). Notwithstanding the foregoing or anything in this Agreement to the contrary, the Parties recognize and agree that market and other conditions may affect the Developer's ability to construct the Project and, as such, the development and construction of the Project, including the Site Plan, is subject to change and/or modification in Developer's discretion, subject to compliance with Applicable Law and Requirements and the terms and conditions of this Agreement.

Section 4.02. Project Schedule.

A. Subject to the terms and conditions of this Agreement, after the Effective Date, the Developer shall use commercially reasonable efforts to promptly secure its financing for construction of the Project and provide the City evidence when it has obtained such financing; provided, however, that failure to secure such financing shall not be deemed a default or a Developer Event of Default hereunder; and provided further, that, notwithstanding the foregoing or anything in this Agreement to the contrary, the Parties' obligations under this Agreement shall be expressly contingent upon securing adequate financing for the Project in Developer's sole discretion.

B. Subject to the terms and conditions of this Agreement, after the Effective Date and receipt of all applicable Governmental Approvals, the Developer shall use commercially reasonable efforts to promptly commence (or cause to be commenced), and shall promptly thereafter diligently prosecute to completion, the construction of the Project in substantial accordance with the Project Schedule attached as **Exhibit E**.

C. Subject to the terms and conditions of this Agreement, the Developer shall complete each of its obligations under this Agreement with respect to the acquisition, construction and completion of the Project Improvements substantially in accordance with the Project Schedule, subject to delays caused by force majeure and delays caused by the City. The completion of the Project shall be evidenced by the Developer's delivery of a Certificate of Substantial Completion in accordance with **Section 4.07** of this Agreement.

D. The City agrees to act in good faith and use its best efforts to timely process and review all Plans and consider the issuance of all necessary permits and other approvals, including building permits, rezoning approvals, preliminary and final plat approval, and all other permits or approvals which are required for the Developer and businesses within the CID to construct the

Project. To the extent the City determines that any Plans or other documents or requests submitted by the Developer for the City's approval are unacceptable, as determined pursuant to the Unified Development Ordinance, the City shall provide a written description detailing the portions of the Plans or documents that are unacceptable.

E. Notwithstanding the foregoing or anything in this Agreement to the contrary, the Parties recognize and agree that market and other conditions may affect the Developer's ability to construct the Project and, as such, the Developer may, at any time, terminate this Agreement by providing written notice of the same to the City, in which event this Agreement shall automatically terminate and (except for the Developer's obligation to reimburse the City for City Expenses incurred by the City, in accordance with Article VI of this Agreement, as of the date of such termination) the Parties will have no further obligations to each other hereunder. In the event this Agreement is terminated pursuant to this Section 4.02(E), the City shall take any and all action to promptly terminate the CID and the CID Sales Tax.

Section 4.03. Project Budget. The estimated Project Budget is attached as **Exhibit D** hereto. The total investment in the Project is estimated at Twenty-Six Million One Hundred Sixty Thousand Eight Hundred Forty-Two Dollars (\$26,160,842).; provided, however, the Parties recognize and agree that market conditions may affect the Project Budget and, as such, the Project Budget is subject to change and/or modification in the Developer's discretion, subject to compliance with the terms and conditions of this Agreement; further provided that Developer may only be reimbursed for CID Costs incurred for improvements listed in the Project Budget, as further set forth in **Section 6.02.**

Section 4.04. Design of Project.

A. In order to further the development of the Project, the City hereby authorizes the Developer to construct, or cause to be constructed, the Project according to the final Plans approved by the City.

Section 4.05. Project Zoning, Planning, Platting and Construction.

A. **Site Plan.** The parties agree and acknowledge that the City has approved, or the City will consider approving, the Site Plan for the Project pursuant to the City's Unified Development Ordinance. The Site Plan will be in substantial conformance with this Agreement; provided the Site Plan may change from time to time, in Developer's sole discretion subject to compliance with the Unified Development Ordinance.

B. **Construction Plans.** After approval of the Site Plan, the Developer shall submit Construction Plans for the Project for review and approval pursuant to the City's Unified Development Ordinance. Construction Plans may be submitted in phases or stages. The Developer agrees that all construction, improvement, equipping, and installation work on the Project shall be done in accordance with the Site Plan, Construction Plans and related documents to be approved by the City in compliance with City's Unified Development Ordinance. Any deviations to the Site Plan must be approved by the City if and to the extent such approval is required pursuant to the City's Unified Development Ordinance.

C. **Construction Permits and Approvals.** Before commencement of construction or development of any buildings, structures or other work or improvements, the Developer shall, at its own expense, secure or cause to be secured any and all permits and approvals which may be required by the City's Unified Development Ordinance and any other Applicable Law and Requirements, with respect to such buildings, structures or other work or improvements. The City shall cooperate with and provide all usual assistance to the Developer in securing these permits and approvals, and shall diligently process, review and consider all such permits and approvals as may be required by law; except that the City shall not be required to issue any such permits or approvals for any portion of the Project not in conformance with this Agreement or the Unified Development Ordinance.

D. **Development Schedule.** Subject to the terms and conditions of this Agreement, the Developer shall commence construction of the Project in good and workmanlike manner in accordance with the terms of this Agreement, and shall cause the Project to be completed with due diligence. Upon reasonable advance notice, the Developer shall meet with the City to review and discuss the design and construction of the Project in order to enable the City to monitor the status of construction and to determine that the Project is being performed and completed substantially in accordance with this Agreement.

E. **Continuation and Completion.** Subject to Excusable Delays and the terms and conditions of this Agreement, once the Developer has commenced construction of the Project, or a particular phase of the Project as permitted under this Agreement, the Developer shall not permit cessation of work on the Project or such phase of the Project for a period in excess of 90 consecutive days or 120 days in the aggregate without prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

F. **Antidiscrimination During Construction.** The Developer, for itself, its successors and assigns, and any contractor with whom the Developer has contracted for the performance of work on the Project, agrees that in the construction, renovation, improvement, equipping, repair and installation of the Project provided for in this Agreement, the Developer shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, disability, national origin or ancestry.

G. **No Waiver.** Nothing in this Agreement shall constitute a waiver of the City's right to consider and approve or deny Governmental Approvals pursuant to the City's regulatory authority as provided by the City's Unified Development Ordinance and applicable state law. The Developer acknowledges that satisfaction of certain conditions contained in this Agreement requires the reasonable exercise of the City's discretionary zoning authority by the City's Planning Commission and Governing Body in accordance with the City's Unified Development Ordinance and applicable state law.

H. **Hotel.** The flag of the hotel constructed within the Project shall be approved by the City, which consent will not be unreasonably withheld, conditioned or delayed. Any change in hotel flag for the hotel during the CID Term must be approved by the City, whose consent will not be unreasonably withheld, conditioned or delayed.

I. **Public Art.** Developer will install public art within the Project in compliance with Section 2.82.130 of the Olathe Municipal Code.

Section 4.06. Rights of Access. Representatives of the City shall have the right of access to the Property, upon reasonable notice to Developer in advance, without charges or fees, at normal construction hours during the period of construction, for the purpose of ensuring compliance with this Agreement, including, but not limited to, the inspection of the work being performed in constructing, renovating, improving, equipping, repairing and installing the Project, so long as they comply with all safety rules. Except in case of emergency, prior to any such access, such representatives of the City will check in with the on-site manager. Such representatives of the City shall carry proper identification, shall insure their own safety, assuming the risk of injury, and shall not interfere with the construction activity.

Section 4.07. Certificate of Substantial Completion. Promptly after the Substantial Completion of the Project (or applicable portion thereof) in accordance with the provisions of this Agreement, the Developer may submit a Certificate of Substantial Completion to the City. “**Substantial Completion**” shall mean that the Developer shall have been granted a Temporary Certificate of Occupancy by the City Building Official and shall have completed all work as required by this Agreement with respect to the applicable portion of the Project. The Certificate of Substantial Completion shall be in substantially the form attached as **Exhibit C**. The City shall, within ten (10) days following delivery of the Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The City’s execution of the Certificate of Substantial Completion shall constitute evidence of the satisfaction of the Developer’s agreements and covenants to construct the applicable portion of the Project to which the Certificate of Substantial Completion relates.

ARTICLE V USE OF THE CID

Section 5.01. Prohibited Uses.

A. No Prohibited Uses will be allowed within the Project. For purposes of this Section 5.01, the term “**Prohibited Uses**” means: (i) any traditional quick-serve drive-thru restaurants such as McDonald’s and Wendy’s (provided, however, the foregoing restriction shall not apply to any upscale fast-casual dining establishments including, without limitation, Panera Bread or SPIN! Neapolitan Pizza, which may include a drive-thru component), (ii) storage (except the operation of a small warehouse or mini-warehouse operated in connection with and ancillary to a permitted retail use), (iii) adult business establishment as defined in Chapter 5.50 of the Olathe Municipal Code, or (iv) distance-restricted businesses as defined in Chapter 5.43 of the Olathe Municipal Code, nor may any businesses within the Project be relocated from within 1 mile of an existing location within Olathe unless such relocation is approved by the City in accordance with this Section 5.01. The City shall respond to the Developer within **ten (10) business** days of the receipt of any such communication. The Developer shall promptly notify the City Manager and the Director of Resource Management upon the execution of any such legal obligation for the sale and/or lease of property within the CID.

B. The City Manager or his designee shall have authority to act on behalf of the City for purposes of making all determinations required of the City in this **Section 5.01**.

C. The City approval required for a relocation pursuant to this **Section 5.01** shall not be unreasonably withheld, conditioned, or delayed, and the City hereby agrees that such approval shall specifically be granted if the business to be relocated: (i) approaches the Developer about its desire to relocate, (ii) is likely to relocate (either inside or outside of the City) regardless of the Project, or (iii) by its relocation to the Project, would increase the square footage of its leased premises or otherwise improve its business and/or operating conditions.

Section 5.02. Operation of Project.

A. **Compliance with Applicable Laws.** The Project shall comply with all applicable building and zoning, health, property maintenance, environmental and safety codes and laws and all other applicable laws, rules and regulations. The Developer shall, at its own expense, secure or cause to be secured any and all permits which may be required by the Unified Development Ordinance and any Applicable Law and Requirements for the construction and operation of the Project, including but not limited to obtaining all necessary rental licenses and paying any necessary fees to obtain required permits and licenses.

B. **Maintenance.** During the term of this Agreement, Developer shall cause the Project and all parts thereof to be maintained, preserved and kept in good repair and working order and in good and safe condition, consistent with industry standards for similarly situated projects in the greater metropolitan Kansas City area. Developer may make additions, alterations and changes to the Project so long as such additions, alterations and changes are made in compliance with all Applicable Law and Requirements, and as long as the same do not materially adversely affect Developer's ability to perform its obligations under this Agreement. Additionally, the Developer will diligently maintain all public access drives, parking areas, landscape areas, and open space areas within the Project, and will repair any and all damage to such areas in a timely manner, in accordance with all applicable codes and property maintenance standards implemented for similarly situated retail centers in the City of Olathe, Kansas, and the Project shall otherwise be maintained in accordance with the "Maintenance Plan" attached hereto as **Exhibit G**.

Section 5.03. Intentionally Omitted.

Section 5.04. Sales Tax Information.

A. The Developer shall provide the City written notice of all current tenants of the Project within thirty (30) days of the opening or closing for business of any business within the Project, and at all other times upon the written request of the City Manager or the Director of Resource Management.

B. Except for existing leases as of the Effective Date, the Developer agrees to use commercially reasonable efforts to cause all prospective assignees, purchasers, tenants, subtenants or any other entity acquiring property or occupancy rights in the CID following the Effective Date to be obligated by written contract (lease agreement or other enforceable

document) to provide to the City simultaneously with submission to the Kansas Department of Revenue the monthly sales tax returns for their facilities in the CID, and to make this obligation a covenant running with the land enforceable against all businesses operating in the CID that will only terminate: (i) upon the passage by the City of an ordinance terminating the CID; or (ii) upon termination of this Agreement as provided hereunder. The Developer hereby agrees that it will use commercially reasonable efforts to ensure that each such prospective lease agreement provides that the City is an intended third party beneficiary of such provisions and has a separate and independent right to enforce such provisions directly against such tenant or purchaser.

C. To the extent it may legally do so, information obtained pursuant to this Section shall be kept confidential by the City in accordance with K.S.A. 79-3657 and the City shall take all actions necessary to preserve the confidentiality thereof and to ensure that, under no circumstances, will such information become public record.

Section 5.05. Taxes, Assessments, Encumbrances and Liens.

A. So long as the Developer owns the real property within the CID, the Developer shall pay (or cause to be paid), prior to delinquency, all real estate taxes and assessments on the real property owned by the Developer within the CID. Nothing herein shall be deemed to prohibit the Developer from contesting the validity or amounts of any tax, assessment, encumbrance or lien, nor to limit the remedies available to the Developer in respect thereto.

B. Developer agrees to use commercially reasonable efforts to ensure that no mechanics' or other liens shall be established or remain against the Project, or the funds in connection with any of the Project, for labor or materials furnished in connection with any acquisition, construction, additions, modifications, improvements, repairs, renewals or replacements so made. However, the Developer shall not be in default if mechanics' or other liens are filed or established and the Developer contests in good faith said mechanics' liens and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom. The Developer hereby agrees and covenants to indemnify and hold harmless the City in the event any liens are filed against the Project as a result of the acts of the Developer, its agents or independent contractors.

Section 5.06. Financing During Construction; Rights of Holders.

A. **No Encumbrances Except Mortgages during Construction.** Notwithstanding any other provision of this Agreement, mortgages are permitted for the acquisition, construction, renovation, improvement, equipping, repair and installation of the Project and to secure permanent financing thereafter. However, nothing contained in this paragraph is intended to permit or require the subordination of general property taxes, special assessments or any other statutorily authorized governmental lien to be subordinate in the priority of payment to such mortgages.

B. **Holder Not Obligated to Construct Improvements.** The holder of any mortgage authorized by this Agreement shall not be obligated by the provisions of this Agreement to construct or complete the Project or to guarantee such construction or completion. Nothing in this Agreement shall be deemed to construe, permit or authorize any such holder to

devote the CID to any uses or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

C. **Notice of Default to Mortgage Holders; Right to Cure.** With respect to any mortgage granted by Developer as provided herein, whenever the City shall deliver any notice or demand to Developer with respect to any breach or default by the Developer in completion of construction of the Project, the City shall at the same time deliver to each holder of record of any mortgage authorized by this Agreement a copy of such notice or demand, but only if City has been requested to do so in writing by Developer. Each such holder shall (insofar as the rights of the City are concerned) have the right, at its option, within sixty (60) days after the receipt of the notice, to cure or remedy or commence to cure or remedy any such default and to add the cost thereof to the mortgage debt and the lien of its mortgage. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect the Project or construction already made) without first having expressly assumed the Developer's obligations to the City by written agreement satisfactory to and with the City. The holder, in that event, must agree to complete, in the manner provided in this Agreement, that portion of the Project to which the lien or title of such holder relate, and submit evidence satisfactory to the City that it has the qualifications and financial responsibility necessary to perform such obligations.

D. The restrictions on Developer financing in this Section are intended to and shall apply only to financing during the construction period for the improvements and any financing obtained in connection therewith. Nothing in this Agreement is intended or shall be construed to prevent the Developer from obtaining any financing for the Project or any aspect thereof.

Section 5.07. Covenant for Non-Discrimination. The Developer covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, disability, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the CID, nor shall the Developer itself or any person claiming under or through it establish or, to the actual knowledge of Developer or such other person claiming under or through it, permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the CID.

The covenant established in this Section shall, without regard to technical classification and designation, be binding for the benefit and in favor of the City, its successors and assigns and any successor in interest to the CID or any part thereof. The covenants contained in this Section shall remain for so long as this Agreement is in effect.

ARTICLE VI REIMBURSEMENT OF CID COSTS; COMMUNITY IMPROVEMENT DISTRICT FINANCING

Section 6.01. Advanced Funds Account.

A. **Creation of Account; Initial Deposit.** The City acknowledges receipt from the Developer of a prior deposit with the City equal to the sum of Ten Thousand Dollars (\$10,000.00) (the “**Advanced Funds**”), to be held by the City in a separate, segregated account of the City to be known as the “**Advanced Funds Account.**” The City may invest the Advanced Funds in the same manner as other finds of the City are invested, and interest earnings shall remain in the Advanced Funds Account.

B. **Use and Replenishment of Advanced Funds.** The City shall use the Advanced Funds for payment or reimbursement of City costs and expenses and legal and other third-party professional fees and expenses incurred by the City in connection with providing the necessary third party legal, financial and planning assistance, including consultants engaged by the City, to implement, administer and enforce this Agreement, create the CID, and implement the CID Sales Tax and the IRBs (the “**City Expenses**”); provided, however, the Developer’s prior written approval shall be required before the City engages any consultant or advisor other than Columbia Capital Management , LLC (as financial advisor) and Gilmore & Bell, P.C. (as bond counsel). The City shall submit to the Developer an itemized statement of actual payments made from the Advanced Funds Account for such City Expenses on a monthly basis. The Developer shall advance to the City the amounts set forth on such statements within thirty (30) days of receipt thereof, which shall be deposited in the Advanced Funds Account so that the balance of the Advanced Funds Account remains at Ten Thousand Dollars (\$10,000.00). If such funds are not received, the unpaid balance shall be subject to a penalty of one and one half percent (1.5%) per month until paid, but in no event shall such penalty exceed eighteen percent (18%) per annum, and the City shall be relieved of any and all obligations hereunder until paid or may terminate this Agreement pursuant to **Article XI** hereof. Developer shall supply the Advanced Funds in a timely manner so that City activities may continue without interruption. As soon as CID Revenues sufficient to fully reimburse the Developer for the CID Costs Cap have been paid or reimbursed to the Developer, the Developer shall have no further obligation to pay City Expenses; except, provided that the Developer shall remain responsible for any accrued but unpaid City Expenses incurred up to the date such CID Revenues were first received by the City and further provided that the Developer shall remain responsible to maintain the balance of the Advanced Funds Account at Ten Thousand Dollars (\$10,000.00) until thirty (30) days following the City’s acceptance of the Certificate of Substantial Completion for the Project. Notwithstanding the foregoing or anything in this Agreement to the contrary, no City staff costs, other than costs included in City-imposed fees, will constitute City Expenses, and Developer shall have no personal financial liability to pay the City Expenses set forth herein.

C. **Reimbursement of Advanced Funds.** The initial deposit by the Developer to establish the Advanced Funds Account, the money paid by the City from the Advanced Funds Account, and any additional funds paid by the Developer to the City to replenish the Advanced Funds Account shall be CID Costs which may be reimbursed from the proceeds of the CID Sales Tax in the order of priority set forth in **Section 6.02.** The deposit of funds by the Developer pursuant to this Section does not in any way mitigate or lessen the Developer’s obligation to pay or reimburse the City for certain fees and expenses to the extent otherwise required by this Agreement.

D. **Return of Advanced Funds.** Thirty (30) days following the City's acceptance of the Certificate(s) of Substantial Completion for each portion of the Project, the City shall remit to the Developer any amounts that have been advanced under this Section (including interest earnings on such amounts) and which have not been spent for costs incurred by the City pursuant to this Section.

Section 6.02. CID Fund.

A. **Creation of CID Fund; Deposit of CID Revenues.** The City shall establish and maintain a separate fund and account known as the Olathe Station CID Fund (the "CID Fund"). All CID Revenues shall be deposited into the CID Fund.

B. **Disbursements from the CID Fund.** All disbursements from the CID Fund shall be made only to pay the CID Administrative Service Fee and CID Costs. Such disbursements shall be made in the following order of preference:

1. Payment of CID Administrative Service Fee pursuant to Section 6.03;
2. Reimbursement of CID Costs incurred by the Developer, subject to the CID Costs Cap.

C. **Conditions Precedent to Reimbursements.** Developer hereby understands and agrees that it shall not receive any reimbursements from the CID Fund unless and until the conditions precedent set forth below have been fully satisfied as determined by City in its sole reasonable discretion:

1. Developer submits a Certificate of CID Costs for CID Costs of the Project which are included in the Project Budget (Exhibit D hereto) and have been approved administratively by the City Planning Division; and
2. City has approved the Certificate of CID Costs; and
3. Developer shall be in full compliance with the terms and conditions of this Agreement and the Maintenance Agreement; and
4. With respect to the CID Costs that are the subject of the request for reimbursement, the Developer shall have advanced all costs and shall have provided evidence of such advances; and
5. The request for reimbursement shall be for CID Costs relating to a portion of the Project for which a Certificate of Substantial Completion has been submitted to and approved by the City; and
6. Developer shall have fully paid all outstanding property taxes on the Property, subject to Developer's legal rights to protest.

Section 6.03. City CID Administrative Service Fee. The City shall be entitled to collect the CID Administrative Service Fee from the annual CID Revenues, which shall be excluded from the CID Costs Cap. The CID Administrative Service Fee shall be used to cover the administration and other City costs during the CID Term and shall be in addition to the costs identified in the Project Budget. The CID Administrative Service Fee may be paid monthly from the CID Revenues deposited in the CID Fund. The CID Administrative Service Fee shall be deemed a CID Cost.

ARTICLE VII INTENTIONALLY OMITTED

ARTICLE VIII INDUSTRIAL REVENUE BONDS

Section 8.01. Industrial Revenue Bonds. The City agrees to issue industrial revenue bonds ("IRB" or "IRBs") for the Project, and to use its best efforts to obtain a sales tax exemption certificate, to provide Developer with a sales tax exemption on construction materials in connection with the Project.

ARTICLE IX ASSIGNMENT; TRANSFER

Section 9.01. Transfer of Obligations.

A. Except as otherwise provided in this Agreement, including (without limitation) this Section 9.01, the rights, duties and obligations hereunder of the Developer may not be assigned, in whole or in part, to another entity, without the prior approval of the City, which approval shall not be unreasonably withheld, conditioned, or delayed. Any proposed assignee shall have qualifications and financial responsibility, as reasonably determined by the City Manager, necessary and adequate to fulfill the obligations of the Developer with respect to the portion of this Agreement being assigned. Any proposed assignee shall, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the City, assume all of the obligations of the Developer under this Agreement and agree to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the assignment is of or relates to a portion of this Agreement, such obligations, conditions and restrictions to the extent that they relate to such portion), in which event the Developer shall be relieved from any such obligations so assigned.

B. The Parties' obligations pursuant to this Agreement, unless earlier satisfied, shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties as if they were in every case specifically named and shall be construed as a covenant running with the land, enforceable against the purchasers or other transferees as if such purchaser or transferee were originally a party and bound by this Agreement. Notwithstanding the foregoing, no tenant of any part of the CID shall be bound by any obligation of the Developer solely by virtue of being a tenant; provided, however, that: (i) no transferee or owner of property within the CID except the Developer shall be entitled to any rights whatsoever or claim upon the

CID Revenues as set forth herein, except as specifically authorized in writing by the Developer; and (ii) no transferee or owner of property within the CID except the Developer shall have any obligations under this Agreement unless and until expressly assumed in writing by such transferee or owner.

C. Notwithstanding anything in this Agreement to the contrary, the foregoing restrictions on assignment shall not apply to (and City approval shall not be required for): (a) any security interest granted to secure indebtedness to any construction or permanent lender (including, without limitation, collateral assignment of the Developer's rights hereunder to receive CID Revenues), (b) any assignment to an Affiliate (as defined below), (c) the sale, rental and leasing of portions of the CID for the uses permitted under the terms of this Agreement, or (d) the assignment of Developer's right to reimbursement of CID Revenues hereunder to a single third party, upon written notice to the City of the name and address of such third party. For purposes of this Agreement, the term "Affiliate" means any person, entity, subsidiary, affiliate or group of persons or entities in which the ownership or membership is owned or controlled by the Developer or a majority of its partners.

Section 9.02. Corporate Reorganization. Nothing herein shall prohibit (or require City approval to allow) the Developer from forming additional development or ownership entities to replace or joint venture with Developer for the purpose of business and/or income tax planning.

Section 9.03. Transfer of the CID, or the Buildings or Structures Therein.

A. Notwithstanding anything in this Agreement to the contrary, there shall be no limitation on (and City approval shall not be required for) the sale, transfer or leasing of the CID (or any part thereof); provided, however, that upon such sale, transfer or leasing: (i) Developer shall not be relieved from any obligations set forth in this Agreement unless and until the City specifically agrees to release the Developer; and (ii) such purchaser, transferee or lessee shall not be subject to any obligations under this Agreement unless and until expressly assumed in writing by such purchaser, transferee or lessee.

**ARTICLE X
GENERAL COVENANTS**

Section 10.01. Indemnification of City.

A. Developer agrees to indemnify and hold the City, its employees, agents and independent contractors and consultants (collectively, the "**City Indemnified Parties**") harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, judgments, costs and/or expenses, including court costs and reasonable attorney's fees, resulting from, arising out of, or in any way connected with:

1. The Developer's actions and undertakings in the implementation of this Agreement;

2. The negligence or willful misconduct of Developer, its employees, agents or independent contractors and consultants in connection with the management, design, development, redevelopment and construction of the Project; and.
3. Any expense incurred by the City resulting from any litigation filed against the Developer by any member or shareholder of the Developer, any prospective investor, prospective partner or joint venture partner, lender, co-proposer, architect, contractor, consultant or other vendor.

This section shall not apply to willful misconduct or negligence of the City or its officers, employees or agents. This section includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in (i) the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"; 42 U.S.C. Section 9601, et seq.), (ii) the Resource Conservation and Recovery Act ("RCRA"; 42 U.S.C. Section 6901 et seq.) and (iii) Article 34, Chapter 65, K.S.A. and all amendments thereto, at any place where Developer owns or has control of real property pursuant to any of Developer's activities under this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107 (e) of CERCLA to assure, protect, hold harmless and indemnify City from liability.

B. In the event any suit, action, investigation, claim or proceeding (collectively, an "**Action**") is begun or made as a result of which the Developer may become obligated to one or more of the City Indemnified Parties hereunder, any one of the City Indemnified Parties shall give prompt notice to the Developer of the occurrence of such event.

C. The right to indemnification set forth in this Agreement shall survive the termination of this Agreement.

Section 10.02. Insurance.

A. So long as this Agreement is in effect, Developer shall maintain or cause to be maintained insurance with respect to the Project covering such risks that are of an insurable nature and of the character customarily insured against by organizations operating similar properties and engaged in similar operations (including but not limited to property and casualty, worker's compensation and general liability) and in such amounts as, in the reasonable judgment of Developer, are adequate to protect the Developer and the Project. Throughout the CID Term, Developer agrees to provide the City upon request evidence of property insurance and a certificate of liability insurance demonstrating compliance with this Section.

Section 10.03. Obligation to Restore.

A. Restoration of Project by Developer. The Developer hereby agrees that if any portion of the Project owned by it shall be damaged or destroyed, in whole or in part, by fire or

other casualty, the Developer shall, to the extent of available insurance proceeds, promptly restore, replace or rebuild the same, or shall promptly cause the same to be restored, replaced or rebuilt, to as nearly as possible the value, quality and condition it was in immediately prior to such fire or other casualty or taking, with such alterations or changes as may be approved in writing by the City, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, that if available insurance proceeds are insufficient to so restore, replace or rebuild, as determined by Developer in its reasonable judgment, then Developer may terminate this Agreement and, except as expressly provided otherwise herein, the Parties shall have no further obligations to each other under this Agreement. The Developer agrees that it shall use commercially reasonable efforts to include in any documents for Developer private financing a requirement that, in the event insurance covering fire or other casualty results in payment of insurance proceeds to a lender, the lender shall be obligated to restore the Project in accordance with this Section. The Developer shall give prompt written notice to the City of any material damage or destruction to any of the Project owned by it by fire or other casualty.

Section 10.04. Non-liability of Officials, Employees and Agents of the City. No recourse shall be had for the reimbursement of the CID Costs or for any claim based thereon or upon any representation, obligation, covenant or agreement contained in this Agreement against any past, present or future official, officer, employee or agent of the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officials, officers, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

ARTICLE XI DEFAULTS AND REMEDIES

Section 11.01. Developer Event of Default. Subject to Section 11.05, a “Developer Event of Default” shall mean a default in the performance of any obligation or breach of any covenant or agreement of the Developer in this Agreement, and continuance of such default or breach for a period of thirty (30) days after the City has delivered to Developer a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied and the Developer is diligently attempting to remedy such default or breach, such default or breach shall not constitute an event of default if the Developer shall promptly upon receipt of such notice diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch.

Section 11.02. City Event of Default. Subject to Section 11.05, the occurrence and continuance of any of the following events shall constitute a “City Event of Default” hereunder:

Default in the performance of any obligation or breach of any other covenant or agreement of the City in this Agreement, and continuance of such default or breach for a period of thirty (30) days after there has been given to the City by the Developer a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such 30-day period, but can reasonably be expected to

be fully remedied and the City is diligently attempting to remedy such default or breach, such default or breach shall not constitute an event of default if the City shall immediately upon receipt of such notice diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch.

Section 11.03. Remedies Upon a Developer Event of Default.

A. Upon the occurrence and continuance of a Developer Event of Default, the City shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

1. The City shall have the right to terminate this Agreement or terminate Developer's rights under this Agreement.
2. The City may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the Developer as set forth in this Agreement, to enforce or preserve any other rights or interests of the City under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the City resulting from such Developer Event of Default.
3. The City may suspend reimbursement to Developer of CID Costs until such time as the Developer Event of Default has been fully remedied.

B. Upon termination of this Agreement pursuant to this Section 11.03, the City shall have no obligation to reimburse the Developer for any amounts advanced under this Agreement or costs otherwise incurred or paid by Developer.

C. If the City has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the City, then and in every case the City and the Developer shall, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the City shall continue as though no such proceeding had been instituted.

D. The exercise by the City of any one remedy shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by the City shall apply to obligations beyond those expressly waived.

E. Any delay by the City in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section shall not operate as a waiver of such rights or limit it in any way. No waiver in fact made by the City of any specific default by the Developer shall be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

F. Notwithstanding the foregoing or anything in this Agreement (including, without limitation, this Section 11.03 hereof) to the contrary, under no circumstances will: (i) Developer be liable for any special, punitive, remote, or consequential damages, including (without limitation) lost tax revenues; or (ii) the City or any third party be entitled to specifically enforce construction of the Project (or any portion thereof) by the Developer.

Section 11.04. Remedies Upon a City Event of Default.

A. Upon the occurrence and continuance of a City Event of Default the Developer shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law or in equity:

1. The Developer shall have the right to terminate this Agreement and the Developer's obligations hereunder;
2. The Developer may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the City as set forth in this Agreement, to enforce or preserve any other rights or interests of the Developer under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the Developer resulting from such City Event of Default.

B. If the Developer has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Developer, then and in every case the Developer and the City shall, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the Developer shall continue as though no such proceeding had been instituted.

C. Each of the Developer's remedies provided hereunder shall be cumulative and in addition to each other such remedy, and the exercise by the Developer of any one remedy shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by the Developer shall apply to obligations beyond those expressly waived.

D. Any delay by the Developer in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this paragraph shall not operate as a waiver of such rights or limit it in any way. No waiver in fact made by the Developer of any specific default by the Developer shall be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

Section 11.05. Excusable Delays. Neither the City nor the Developer shall be deemed to be in default of this Agreement because of an Excusable Delay.

Section 11.06. Legal Actions. Any legal actions related to or arising out of this Agreement must be instituted in the District Court of Johnson County, Kansas or, if federal jurisdiction exists, in the United States District Court for the District of Kansas.

ARTICLE XII GENERAL PROVISIONS

Section 12.01. Mutual Assistance. The City and the Developer agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be reasonably necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to reasonably aid and assist each other in carrying out said terms, provisions and intent.

Section 12.02. Effect of Violation of the Terms and Provisions of this Agreement; No Partnership. The City is deemed the beneficiary of the terms and provisions of this Agreement, for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. The Agreement shall run in favor of the City, without regard to whether the City has been, remains or is an owner of any land or interest therein in the Project or the CID. The City shall have the right, if this Agreement or covenants herein are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and covenants may be entitled. Nothing contained herein shall be construed as creating a partnership between the Developer and the City.

Section 12.03. Time of Essence. Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

Section 12.04. Amendments. This Agreement may be amended only by the mutual consent of the Parties, by the adoption of a resolution of the City approving said amendment, as provided by law, and by the execution of said amendment by the Parties or their successors in interest.

Section 12.05. Agreement Controls, The Parties agree that the Project will be implemented as agreed in this Agreement, subject to the terms and conditions hereof. This Agreement specifies the rights, duties and obligations of the City and Developer with respect to constructing the Project, the payment of CID Costs and all other methods of implementing the Project. The Parties further agree that this Agreement contains provisions that are in greater detail than as set forth in the Predevelopment Agreement and that expand upon the estimated and anticipated sources and uses of funds to implement the Project. This Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof (including, without limitation, the Predevelopment Agreement) and is a full integration of the agreement of the Parties.

Section 12.06. Conflicts of interest.

A. No member of the City's governing body or of any branch of the City's government that has any power of review or approval of any of the Developer's undertakings shall participate in any decisions relating thereto which affect such person's personal interest or the interests of any corporation or partnership in which such person is directly or indirectly interested. Any person having such interest shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the City the nature of such interest and seek a determination with respect to such interest by the City and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed. Upon receiving notice of such possible conflict, the City shall promptly disclose the same to Developer in writing and, from that point forward until a the Parties reach a mutually-agreeable resolution, keep Developer apprised of the status of such possible conflict.

B. The Developer warrants that it has not paid or given and will not pay or give any officer, employee or agent of the City any money or other consideration for obtaining this Agreement. The Developer further represents that, to its actual knowledge, no officer, employee or agent of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision making process or gain insider information with regard to the Project, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 12.07. Term. Unless earlier terminated as provided herein, this Agreement shall remain in full force and effect until the expiration of the CID Term or until the Developer has been reimbursed for all CID Costs incurred by it in connection with the Project (subject to the CID Costs Cap), whichever occurs first.

Section 12.08. Validity and Severability. It is the intention of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of the State of Kansas, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 12.09. Required Disclosures. The Developer shall immediately notify the City of the occurrence of any material event which would cause any of the information furnished to the City by the Developer in connection with the matters covered in this Agreement to contain any untrue statement of any material fact or to omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

Section 12.10. Tax Implications. The Developer acknowledges and represents that (1) neither the City nor any of its officials, employees, consultants, attorneys or other agents has provided to the Developer any advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (2) the Developer is relying solely upon its own tax advisors in this regard.

Section 12.11. Authorized Parties. Whenever under the provisions of this Agreement and other related documents, instruments or any supplemental agreement, a request, demand, approval, notice or consent of the City or the Developer is required, or the City or the Developer is required to agree or to take some action at the request of the other Party, such approval or such consent or such request shall be given for the City, unless otherwise provided herein, by the City Representative and for the Developer by any officer of Developer so authorized; and any person shall be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither Party shall have any complaint against the other as a result of any such action taken. The City Representative may seek the advice, consent or approval of the City Council before providing any supplemental agreement, request, demand, approval, notice or consent for the City pursuant to this Section; provided, however, that (except as expressly provided otherwise herein or required pursuant to Applicable Law and Requirements) such supplemental agreement, request, demand, approval, notice or consent shall not require a public hearing before the City Council or formal approval thereof via resolution, ordinance or otherwise.

Section 12.12. Notice. All notices and requests required or desired to be given pursuant to this Agreement shall be sent as follows:

To the City:

City Clerk's Office
City of Olathe
P.O. Box 768
Olathe, KS 66051-0768

With a copy to:

Ronald R. Shaver, City Attorney
City of Olathe
P.O. Box 768
Olathe, KS 66051-0768

and

Gary A. Anderson
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108

To the Developer:

Holmes 111 LLC
Attn: Eric Gonsher
4520 Madison Avenue #300
Kansas City, MO 64111

With a copy to:

Evan F. Fitts
Polsinelli PC
900 W. 48th Place, Suite 900
Kansas City, MO 64112

or at such other addresses as the Parties may indicate in writing to the other in accordance with the provisions of this Agreement (with at least 10 days' notice of such change in writing), either by personal delivery, reputable overnight delivery service (such as UPS or FedEx), or by certified mail, return receipt requested. Any notice sent by: (a) certified mail, return receipt requested, shall be deemed delivered two (2) business days after deposited in the United States Mail; (b) personal delivery shall be deemed delivered when actually received; and (c) an overnight delivery service shall be deemed delivered on the business day following the date the notice is deposited with the overnight delivery service.

Section 12.13. Kansas Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas. Any action to enforce the provisions of this Agreement shall be brought in the District Court of Johnson County, Kansas or, if federal jurisdiction exists, in the United States District Court for the District of Kansas.

Section 12.14. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement. Hand signatures transmitted by electronic mail in portable document format (PDF) or similar format shall also be permitted as binding signatures to this Agreement.

Section 12.15. Intentionally Omitted.

Section 12.16. Consent or Approval. Except as otherwise provided in this Agreement, whenever the consent, approval or acceptance of either Party is required hereunder, such consent, approval or acceptance shall not be unreasonably withheld, conditioned or unduly delayed.

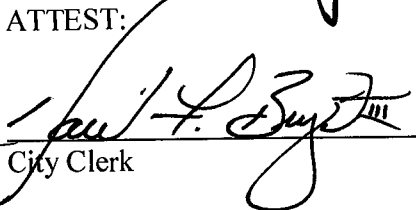
Section 12.17. Electronic Transactions. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY OF OLATHE, KANSAS

By: 
Michael Copeland, Mayor

ATTEST:

City Clerk

(SEAL)



HOLMES 111 LLC


By: 
Printed Name: ERIC GONSHER
Title: MANAGER

EXHIBIT A

LEGAL DESCRIPTION OF CID

Lots 1 and 3, Olathe Station Two Replat, a subdivision in the City of Olathe, Johnson County, Kansas, according to the recording plat thereof.

ALSO INCLUDING:

All adjacent Right-of-Way.

EXHIBIT B

FORM OF CERTIFICATE OF CID COSTS

CERTIFICATE OF CID COSTS

TO: City of Olathe, Kansas
Attention: City Manager

Re: Olathe Station CID Project

Terms not otherwise defined herein shall have the meaning ascribed to such terms in that certain Development Agreement (Olathe Station Redevelopment), dated as of _____, 201__ (the "Agreement"), between the City of Olathe, Kansas ("City") and Holmes 111, LLC ("the Developer").

In connection with the Agreement, the undersigned hereby states and certifies that, to his or her actual knowledge:

1. Each item listed on *Schedule 1* hereto is a CID Cost and was incurred in connection with the construction of the Project.
2. These CID Costs have been paid by the Developer and are reimbursable under the Agreement.
3. Each item listed on *Schedule 1* has not previously been paid or reimbursed from money derived from the CID Fund, and no part thereof has been included in any other certificate previously filed with the City.
4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith,
5. All necessary permits and approvals required for the work for which this certificate relates were issued and were in full force and effect at the time such work was being performed.
6. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
7. The Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes a Developer Event of Default under the Agreement.

8. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this _____ day of _____, 20 ____.

HOLMES 111 LLC

By: _____

Printed Name: _____

Title: _____

Approved for Payment this day of _____, 20 ____.

CITY OF OLATHE, KANSAS

By: _____

Title: _____

EXHIBIT C

FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION

*Pursuant to **Section 4.07** of the Agreement, the City shall, within ten (10) days following delivery of this Certificate, carry out such inspections as it deems necessary to verify to its reasonable satisfaction as to the accuracy of the certifications contained in this Certificate.*

CERTIFICATE OF SUBSTANTIAL COMPLETION

The undersigned, Holmes 111 LLC (the "Developer"), pursuant to that certain Development Agreement (Olathe Station Redevelopment), dated as of _____, 201__, between the City of Olathe, Kansas (the "City") and the Developer (the "Agreement"), hereby certifies to the City, to its actual knowledge, as follows:

1. That as of _____, 20____, the construction, renovation, repairing, equipping and constructing of the Project (as such term is defined in the Agreement), or applicable portion thereof, has been substantially completed in accordance with the Agreement.

2. The Project (or applicable portion thereof) has been completed in a workmanlike manner and in accordance with the Construction Plans (as those terms are defined in the Agreement).

3. Lien waivers for applicable portions of the Project have been obtained, or, to the extent that a good faith dispute exists with respect to the payment of any construction cost with respect to the Project, Developer has provided the City with a bond or other security reasonably acceptable to the City.

4. This Certificate of Substantial Completion is accompanied by (a) the project architect's certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as Appendix A and by this reference incorporated herein), ratifying that the Project has been substantially completed in accordance with the Agreement; and (b) a copy of the Temporary Certificate(s) of Occupancy issued by the City Building Official with respect to the Project (or applicable portion thereof).

5. This Certificate of Substantial Completion is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer's satisfaction of all obligations and covenants with respect to the Project (or applicable portion thereof).

6. The City's acceptance of this Certificate shall evidence the satisfaction of the Developer's agreements and covenants to construct the Project (or applicable portion thereof).

This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this _____ day of _____, 20_____.

HOLMES 111 LLC,
a Missouri limited liability Company

By: _____

Name: _____

Title: _____

ACCEPTED:

CITY OF OLATHE, KANSAS

By: _____

Name: _____

Title: _____

(Insert Legal Description)

EXHIBIT D**ESTIMATED PROJECT BUDGET**

ESTIMATED BUDGET			
Line Item	Notes	Est. Cost	CID Reimbursable
Land Acquisition		\$ 5,117,842	\$ -
Est. Hard Costs			
Landscaping, Hardscapes, Irrigation, Fountain, Furniture		\$ 450,000	\$ 450,000
Concrete & Asphalt		\$ 1,000,000	\$ -
Demolish Joe's Crabshack	6,500 SF @ \$10 PSF	\$ 65,000	\$ -
Chuy's	6,800 SF @ \$200 PSF	\$ 1,360,000	\$ -
Demolish Retail	47,000 SF @ \$8 PSF	\$ 376,000	\$ 376,000
New Retail/Restaurant 1	7,000 SF @ \$225 PSF	\$ 1,575,000	\$ -
New Retail/Restaurant 2	20,000 @ \$225 PSF	\$ 1,575,000	\$ -
New Hotel		\$ 10,000,000	\$ -
Façade Renovation of Shopping Center		\$ 500,000	\$ 500,000
TI Allowance Shopping Center	20,000 SF @ \$25 PSF	\$ 500,000	\$ -
Lighting		\$ 150,000	\$ 150,000
Signage		\$ 200,000	\$ 200,000
Site Work / Pad Raising		\$ 740,000	\$ 740,000
Total Hard Costs		\$ 18,491,000	\$ 2,416,000
Est. Soft Costs			
Architecture & Engineering		\$ 450,000	\$ -
Appraisals		\$ 15,000	\$ -
Geotechnical/Testing/Inspection/Environmental		\$ 60,000	\$ -
Sanitary Sewer & Water Distribution		\$ 50,000	\$ -
Traffic Study		\$ 25,000	\$ -
Design and Construction Admin.		\$ 200,000	\$ -
Carry Costs		\$ 100,000	\$ -
City Development Fees		\$ 225,000	\$ -
Survey/Topographical		\$ 15,000	\$ -
Legal		\$ 100,000	\$ -
Site/Permit Fees		\$ 50,000	\$ -
Leasing Commission		\$ 612,000	\$ -
Development Fees		\$ 500,000	\$ -
Contingency		\$ 150,000	\$ -
Total Soft Costs		\$ 2,552,000	\$ -
TOTAL PROJECT COST		\$ 26,160,842	\$ 2,416,000

EXHIBIT E

ESTIMATED PROJECT SCHEDULE

Area	Project Component	Estimated Completion Date
1	Façade Renovations to Existing Retail – Far NEC of Property	Approx. 18 months from Effective Date
2	Site Improvements around Chuy's & Entry Feature	Approx. 24 months from Effective Date
3	Retail/Restaurant Uses – NWC of Property	*Based on market conditions and demand
4	Site Improvements around Hotel – SWC of Property	*Based on market conditions and demand

*NOTE: Although market and other conditions (including, without limitation, securing tenants and financing) may affect the Developer's ability to construct Areas 3 and 4 of the Project, Developer will endeavor in good faith and with due diligence and dispatch to complete Areas 3 and 4 of the Project as soon as possible based on market conditions and demand.

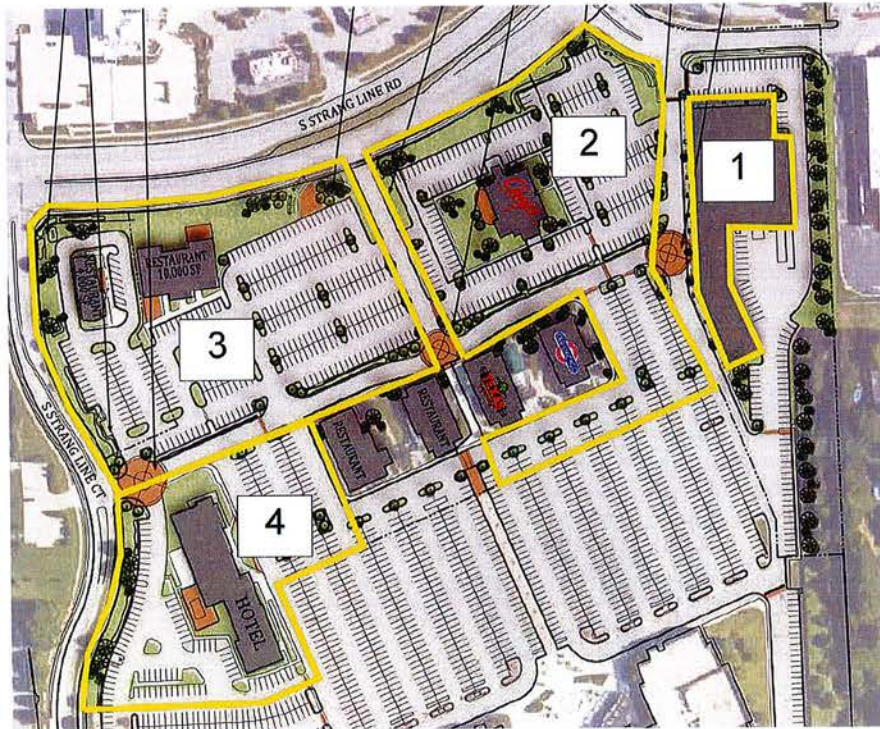


EXHIBIT F

PRELIMINARY SITE PLAN



COLORED / PATTERN
STAMPED CONCRETE
INTERSECTIONS, TYR

DIRECTIONAL SIGNAGE

ENTRANCE MONUMENT
SIGN FEATURE
& SEATING SPACE W/
TRELLIS

BENCH AREA

MAIN PEDESTRIAN
CORRIDOR

SEATING / SCULPTURE
NODE

COLORED / PATTERN
STAMPED CONCRETE
INTERSECTIONS, TYR

SEATING / SCULPTURE
NODE

COLORED SITE PLAN

OLATHE STATION

RH. JOHNSON

OLATHE, KS

PH1015.001 - 05 JUN 2017

EXHIBIT G

MAINTENANCE PLAN

Developer will carefully maintain (or cause to be maintained) the Property and all structures, buildings, appurtenances, screening fences, parking areas and drives, pylon and entry signs, landscaping and other improvements of whatever nature thereon in a safe, clean and orderly manner, in condition and repair consistent with other similarly situated shopping centers in the City, and all at times in accordance with the City's Unified Development Ordinance, and other Applicable Laws and Requirements, including, but not limited to, the implementation of the maintenance procedures set forth below. Developer's maintenance of the Property will include, without limitation, that:

1. Developer will engage a third-party property management company (the "Property Manager") to oversee the management of the Property. The Property Manager will be a reputable property management company qualified to implement the maintenance obligations described herein in a diligent and timely manner;
2. Once installed, all landscaping on the Property will be maintained in a neat and adequate manner, including, without limitation, mowing, trimming of bushes and trees, replacement of dead bushes and trees, watering as needed, and other similar maintenance and upkeep;
3. All parking areas, curbs, and drives and access on the Property will be paved with an impervious surface equal to asphalt or concrete and maintained in a sightly and well-kept condition at all times, free from excessive potholes. Each parking space provided will be designated by striping painted on the paved surfaces and will be adequate in size in accordance with the Unified Development Ordinance, and such striping will be reasonably up-kept and repainted as needed;
4. All façade improvements on the Property will be maintained in a sightly and well-kept condition at all times, including repair and replacement as deemed necessary by Developer (in its reasonable discretion) in accordance with the repair and replacement provisions set forth below;
5. All lighting and pylon- and entry-signage on the Property will be maintained in a sightly and well-kept condition at all times, including repair and replacement of the same as necessary to keep the Property well-lit in accordance with the Unified Development Ordinance and the repair and replacement provisions set forth below;
6. During the CID Term, Developer will cause the Project to be maintained, preserved and kept in good repair and working order in a safe condition, consistent at all times with other similarly situated shopping centers in the City and the maintenance procedures set forth herein; and
7. Developer will make all repairs renewals, replacements and improvements necessary for the safe, efficient, and advantageous conduct of its business and operations upon the

Property; provided, however, that, with respect to replacements in particular, Developer will exercise its reasonable judgment as to whether any given improvement(s) may be repaired in such manner as to so maintain, preserve and keep such improvement(s) in good repair and working order in a safe condition, and will only be required to replace such improvement(s) following the expiration of their useful life at such time as they can no longer be repaired, in Developer's reasonable discretion, in such manner as to maintain, preserve and keep the same in good repair and working order in a safe condition. Notwithstanding the foregoing or anything in this Agreement to the contrary, nothing herein will preclude Developer from removing or demolishing any building(s) or improvement(s) if, in its reasonable judgment, such removal or demolition is desirable in the conduct of its business.

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (“**Amendment**”) is made as of January 22, 2019, between the **CITY OF OLATHE, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas as a city of the first class (“**City**”) and **HOLMES 111, LLC**, a Missouri limited liability company authorized to do business in the State of Kansas (“**Developer**”).

WHEREAS, City and Developer did enter into that certain Development Agreement dated August 11, 2017 (the "**Agreement**") relating to the Olathe Station Redevelopment project (therein defined as the “**Project**”), which the City and Developer desire to amend.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficient of which are hereby acknowledged, the City and Developer hereby agree as follows:

1. **Section 4.05 (H)** of the Agreement is hereby amended to read as follows:

“Section 4.05. Project Zoning, Planning, Platting and Construction.

H. **Hotel.** The flag of any hotels constructed within the Project shall be approved by the City, which consent will not be unreasonably withheld, conditioned or delayed. Any change in hotel flag for any hotels during the CID Term must be approved by the City, whose consent will not be unreasonably withheld, conditioned or delayed.”

2. **Exhibit F** to the Agreement is hereby replaced with the version of **Exhibit F** which is attached hereto and incorporated by reference herein.

3. Except as expressly amended herein, all remaining terms, provisions and conditions of the Agreement shall remain in full force and effect as modified hereby. In the event that any terms or conditions of the Agreement conflict with this Amendment, the terms and conditions of this Amendment shall control.

4. This Amendment may be executed in any number of counterparts, all of which shall be deemed an original and all of which shall be construed together as one document. This Amendment may be delivered by facsimile or electronic (PDF) transmission, and hand signatures transmitted by such means will be deemed binding signatures to this Amendment.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, City and Developer have caused this Amendment to be executed the day and year first above written.

CITY:

CITY OF OLATHE, KANSAS,
a Municipal corporation

By: _____
Michael E. Copeland, Mayor

DEVELOPER:

HOLMES 111, LLC,
a Missouri limited liability company

By: _____
Eric Gonsher, Manager

[This is signature page to First Amendment to Development Agreement.]

EXHIBIT F

PRELIMINARY SITE PLAN





City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/22/2019

DEPARTMENT: Public Works, Planning Division

STAFF CONTACT: Kim Hollingsworth, Senior Planner

SUBJECT: FP18-0041: Beautiful Savior Lutheran Church, Second Plat, Applicant: Doug Mahnken

ITEM DESCRIPTION:

Request for the acceptance of the dedication of land for public easements and right-of-way for a final plat for Beautiful Savior Lutheran Church, Second Plat (FP18-0041) containing 1 lot on 8.17± acres; located at 13145 S. Black Bob Road. Planning Commission recommends approval 5-0.

SUMMARY:

This is a request for the acceptance of the dedication of land for public easements and right-of-way for a final plat, Beautiful Savior Lutheran Church, Second Plat containing one lot and no common tracts on 8.17± acres. The subject property is located south of 131st Street and east of Black Bob Road. A rezoning and preliminary site development plan (RZ18-0019) for an expanded fellowship hall, gymnasium, classrooms and additional parking were approved January 8, 2019.

The final plat contains one lot which meets the area and setback requirements for the R-1 District. Street right-of-way for Black Bob Road, utility easements, a tree preservation easement and drainage easements will be dedicated with this final plat. Access to the property will be maintained through two access drives from S. Black Bob Road.

The final plat is subject to a street excise tax of \$0.215 per square foot of land area. Based on the unplatted area of 2.41± acres, the required street excise tax is \$22,574.87. Final plats are subject to a traffic signal excise tax of \$0.0037 per square foot of residential land area. Based on the area to be platted, the required traffic signal excise tax is \$388.50. The required excise fees shall be submitted to the Planning Division prior to recording the final plat.

On January 14, 2019, the Planning Commission voted 5-0 to approve the final plat for Beautiful Savior Lutheran Church, Second Plat with stipulations listed in the meeting minutes, and recommended approval of the dedication of land for public purposes.

FINANCIAL IMPACT:

None.

ACTION NEEDED:

1. Accept the easements and public right-of-way dedicated for Beautiful Savior Lutheran Church, Second Plat (FP18-0041).
 2. Reject the easements and public right-of-way, and return the final plat to the Planning Commission for further consideration, advising the Commission of the reasons for the rejection.
-

ATTACHMENT(S):

MEETING DATE: 1/22/2019

Attachment A: Planning Commission Packet
Attachment B: Planning Commission Minutes

STAFF REPORT

Planning Commission Meeting: January 14, 2019

Application:	FP18-0041, Final Plat, Beautiful Savior Lutheran Church, Second Plat		
Location:	13145 S. Black Bob Road		
Owner:	Doug Mahnken, Beautiful Savior Lutheran Church		
Applicant/Engineer:	Judd D. Claussen, P.E., Phelps Engineering, Inc.		
Staff Contact:	Kim Hollingsworth, Senior Planner		

Site Area:	<u>8.17± acres</u>	Proposed Use:	<u>Church/Religious Assembly</u>
Lots:	<u>1</u>	Current Zoning:	<u>R-1 (Residential Single-Family)</u>
Tracts:	<u>0</u>		

1. Introduction:

The following is a final plat for Beautiful Savior Lutheran Church, Second Plat containing a replat of one lot and no tracts. The subject property is located at 13145 S. Black Bob Road. A rezoning to R-1 and preliminary development plan were approved January 8, 2019. A building expansion is planned to accommodate an expanded fellowship hall, classrooms, gymnasium, parking area and pedestrian amenities within the overall 8.17-acre site.

2. Plat Review:

- a. **Lots/Tracts** – The plat includes one lot and no common tracts. The proposed area for Lot 1 is 7.4 acres and the previous area of Lot 1 was 5.0 acres.



View from Black Bob Road, looking east

- b. **Public Utilities** – The subject property is served by existing utilities including City of Olathe water and sewer. Several easements including Utility Easements (U/E), Drainage Easements (D/E), and a Tree Preservation Easement (TP/E) will be dedicated with this final plat.



Aerial view of the property, looking north

- c. **Streets/Right-of-Way** – The access drives within the development will remain similar to the existing configuration and access will be exclusively provided from Black Bob Road. The southern, main entrance will remain unchanged; however, the northern entrance will be relocated further north within the site. Right-of-way for Black Bob Road is dedicated as part of this final plat.
- d. **Landscaping** –The proposed preliminary landscape plan greatly improves the quantity, variety and quality of landscaping provided within the development today. A continuous wall of evergreen shrubs will be provided to screen the parking lot fronting Black Bob Road. Additional trees and a variety of shrubs will be distributed throughout the new parking lot, within perimeter areas and landscape islands. Landscaping will be provided along the north and northeast property boundaries to provide additional screening of the proposed buildings from the two-family residential homes located in the Crestwood Village neighborhood.

3. Excise Taxes:

Final plats are subject to a street excise tax of \$0.215 per square foot of land area. Based on the unplatted area of 2.41± acres, the required **street excise tax** is **\$22,574.87**. The

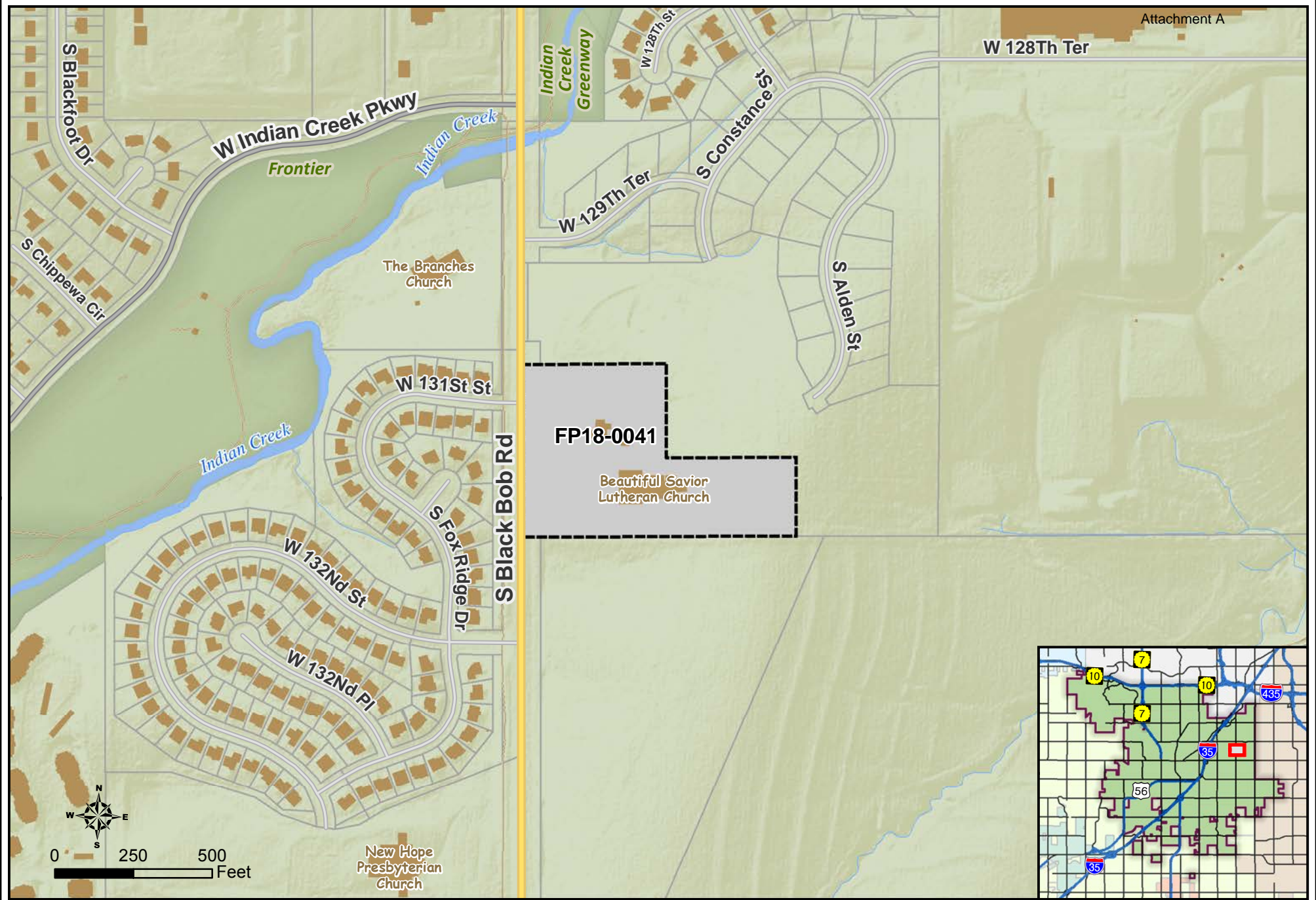
required excise fee shall be submitted to the Planning Division prior to recording the final plat.

Final plats are subject to a traffic signal excise tax of \$0.0037 per square foot of land area in residential zoning districts. Based on the area to be platted, the required **traffic signal excise fee** is **\$388.50**. The required excise fee shall be submitted to the Planning Division prior to recording the final plat.

4. Staff Recommendation:

Staff recommends approval of FP18-0041 with the following stipulations:

- a) The final plat is subject to a street excise tax of **\$22,574.87**. The required excise fee shall be submitted to the Planning Division prior to the recording the final plat.
- b) The final plat is subject to a traffic signal excise tax of **\$388.50**. The required excise fee shall be submitted to the Planning Division prior to recording the final plat.
- c) Tree preservation fencing shall be installed around tree preservation easements according to UDO requirements.



BEAUTIFUL SAVIOR LUTHERAN CHURCH
FP18-0041

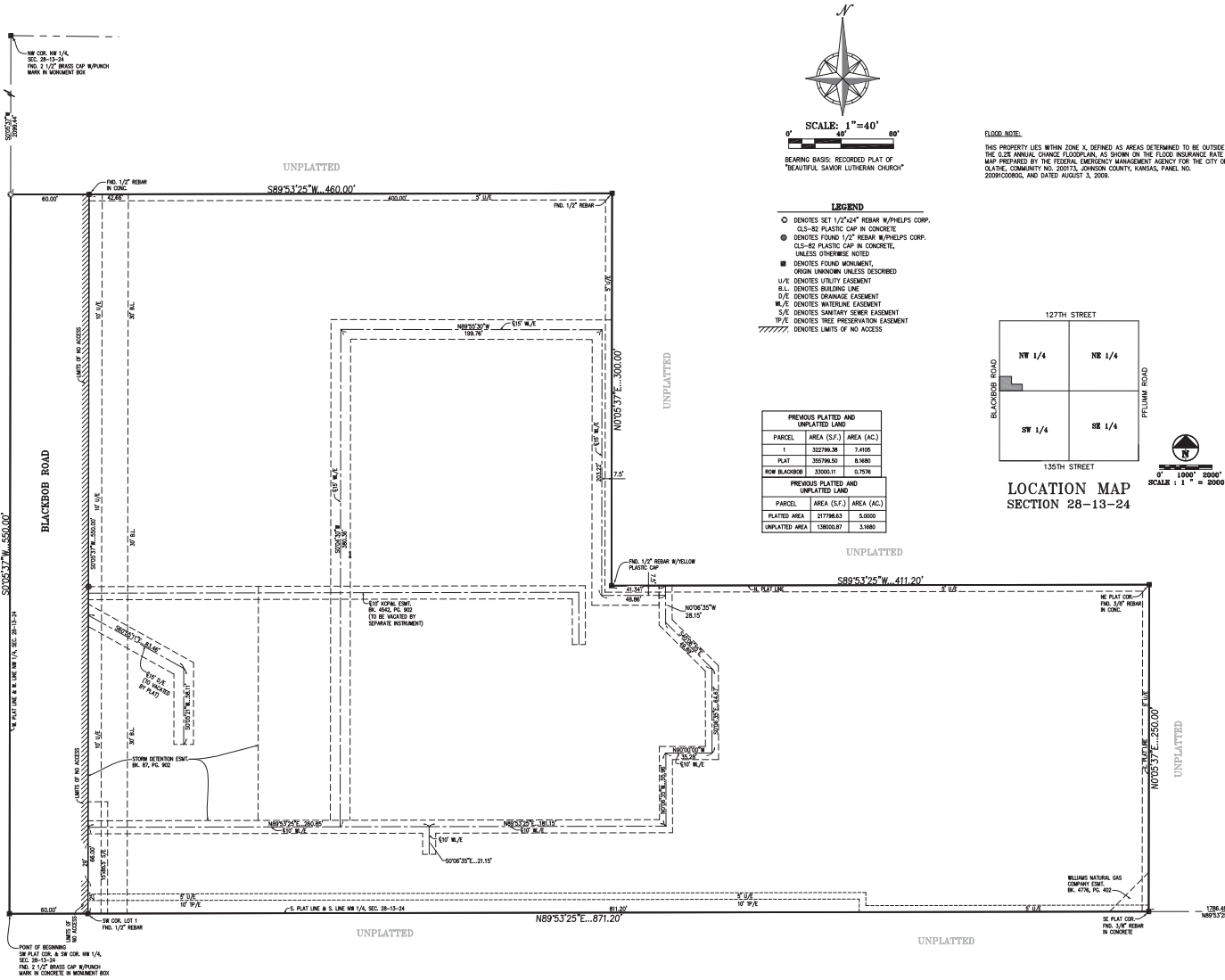


User: jaredmd
Date: 01/09/2019



FINAL PLAT OF BEAUTIFUL SAVIOR LUTHERAN CHURCH, SECOND PLAT

RESURVEY AND REPLAT OF BEAUTIFUL SAVIOR LUTHERAN CHURCH AND PART OF THE
NORTHWEST QUARTER SECTION 28, TOWNSHIP 13 SOUTH, RANGE 24 EAST,
IN THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS



LEGAL DESCRIPTION
Resurvey and replat of BEAUTIFUL SAVIOR LUTHERAN CHURCH, a platted subdivision of land and part of the Northwest Quarter of Section 28, Township 13 South, Range 24 East, in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Beginning at the Southwest corner of the Northwest Quarter of said Section 28, said point also being the Southwest plot corner of said BEAUTIFUL SAVIOR LUTHERAN CHURCH; thence N 0°05'37\"/>

The undersigned proprietors of the above described tract of land have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision and plat shall hereafter be known as "BEAUTIFUL SAVIOR LUTHERAN CHURCH, SECOND PLAT".

DEDICATION
The undersigned proprietors of the property shown on this plat do hereby dedicate for public use and public ways and thoroughfares, all parcels and parts of land indicated on said plat as streets, terraces, places, roads, drives, lanes, avenues, and alleys, not heretofore dedicated.

The undersigned proprietors of said property shown on this plat do hereby certify that all prior existing easement rights on land to be dedicated for public use and public ways and thoroughfares running to any person, utility, or corporation have been observed except that some person, utility or corporation shall retain whatever rights they would have as if located in a public street.

An easement or license is hereby granted to the City of Olathe, Johnson County, Kansas, to locate, construct and maintain or authorize the location, construction or maintenance and use of conduits, water, gas, sewer, pipes, poles, wires, surface drainage facilities, ducts, cables, etc., upon, over and under those areas outlined hereon and designated on this plat as "U/E" or "Utility Easement".

An easement or license is hereby granted to the City of Olathe, Johnson County, Kansas, to locate, construct and maintain or authorize the location, construction or maintenance and use of conduits, water, pipes, etc., upon, over and under those areas outlined hereon and designated on this plat as "W/L/E" or "Water Line Easement".

An easement or license is hereby granted to the City of Olathe, Johnson County, Kansas, to locate, construct and maintain or authorize the location, construction or maintenance and use of sanitary sewer lines and surface drainage facilities, including manholes, inlets, pipes, drains, etc., upon, over, and under those areas outlined hereon and designated on this plat as "S/E" or "Sanitary Sewer Easement".

An easement or license is hereby granted to the City of Olathe, Johnson County, Kansas, to locate, construct and maintain or authorize the location, construction or maintenance and use of sanitary sewer lines and surface drainage facilities, including manholes, inlets, pipes, drains, etc., upon, over, and under those areas outlined hereon and designated on this plat as "S/E" or "Sanitary Sewer Easement".

An easement or license is hereby granted to the City of Olathe to enter upon, over and across those areas outlined and designated on this plat as "Tree Preservation Easement" or "T/P/E". Trees shall not be removed from a tree preservation easement without the City of Olathe's permission, unless such trees are dead, diseased or pose a threat to the public or adjacent property. The developer and/or the homes association shall be responsible for the maintenance of the tree preservation easement, including but not limited to the removal of dead or diseased trees or trees posing a threat to the public or adjacent property.

An easement or license is hereby granted to the City of Olathe to enter upon, over and across those areas outlined and designated on this plat as "Tree Preservation Easement" or "T/P/E". Trees shall not be removed from a tree preservation easement without the City of Olathe's permission, unless such trees are dead, diseased or pose a threat to the public or adjacent property. The developer and/or the homes association shall be responsible for the maintenance of the tree preservation easement, including but not limited to the removal of dead or diseased trees or trees posing a threat to the public or adjacent property.

CONSENT TO LEVY
The undersigned proprietors of the above described tract of land hereby agree and consent that the Board of County Commissioners of Johnson County, Kansas, and the City of Olathe, Johnson County, Kansas, shall have the power to release such land proposed to be dedicated for public ways and thoroughfares, or parts thereof, for public use, from the lien and effect of any special assessments and that the amount of unpaid special assessments on such land dedicated, shall remain a lien on the remainder of this land fronting and abutting on said dedicated public way or thoroughfare.

EXECUTION
IN TESTIMONY WHEREOF, undersigned proprietors have caused this instrument to be executed on this _____ day of _____, 20____.

Beautiful Savior Lutheran Church of Olathe

By: _____
Doug Mahrkens, President

ACKNOWLEDGEMENT
STATE OF KANSAS)
COUNTY OF JOHNSON) SS

BE IT REMEMBERED that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, came Doug Mahrkens, President of Beautiful Savior Lutheran Church of Olathe, a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas, who is personally known to me to be such officer, and who is personally known to me to be such person who executed as such officer, the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public: _____ My Appointment Expires: _____

Print Name: _____

Approved by the Planning Commission of the City of Olathe, Johnson County, Kansas, this _____ day of _____, 20____.

Chairman: C.S. Vokes

Approved by the Governing Body of the City of Olathe, Kansas, this _____ day of _____, 20____.

Mayor: Michael E. Copeland

Attest: Deputy City Clerk: David F. Bryant III

SE COR. NW 1/4, SEC. 28-13-24, R. 24E, T. 13S, K. 47N, PC. 602

SE COR. NW 1/4, SEC. 28-13-24, R. 24E, T. 13S, K. 47N, PC. 602

SE COR. NW 1/4, SEC. 28-13-24, R. 24E, T. 13S, K. 47N, PC. 602

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SE COR. NW 1/4, SEC. 28-13-24, R. 24E, T. 13S, K. 47N, PC. 602

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SE COR. NW 1/4, SEC. 28-13-24, R. 24E, T. 13S, K. 47N, PC. 602

SE COR. NW 1/4, SEC. 28-13-24, R. 24E, T. 13S, K. 47N, PC. 602

SE COR. NW 1/4, SEC. 28-13-24, R. 24E, T. 13S, K. 47N, PC. 602

SE COR. NW 1/4, SEC. 28-13-24, R. 24E, T. 13S, K. 47N, PC. 602

SE COR. NW 1/4, SEC. 28-13-24, R. 24E, T. 13S, K. 47N, PC. 602

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SE COR. NW 1/4, SEC. 28-13-24, R. 24E, T. 13S, K. 47N, PC. 602

SE COR. NW 1/4, SEC. 28-13-24, R. 24E, T. 13S, K. 47N, PC. 602



Planning Division

MINUTES**Planning Commission Meeting: January 14, 2019**

Application:	FP18-0041, Final Plat, Beautiful Savior Lutheran Church, Second Plat
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A motion to approve FP18-0041 on the Consent Agenda was made by Comm. Fry and seconded by Comm. Corcoran and passed with a vote of 5-0, with the following staff stipulations:

- a) The final plat is subject to a street excise tax of **\$22,574.87**. The required excise fee shall be submitted to the Planning Division prior to the recording the final plat.
- b) The final plat is subject to a traffic signal excise tax of **\$388.50**. The required excise fee shall be submitted to the Planning Division prior to recording the final plat.
- c) Tree preservation fencing shall be installed around tree preservation easements according to UDO requirements.



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/22/2019

DEPARTMENT: Public Works, Planning Division

STAFF CONTACT: Zachary Moore, Planner II

SUBJECT: FP18-0046: Lone Elm Senior Apartments, Applicant: William F. McCroy, Jr.; JC Mulligan Development Group, LLC

ITEM DESCRIPTION:

Request for the acceptance of the dedication of land for public easements and right-of-way for a final plat for Lone Elm Senior Apartments (FP18-0046) containing 1 multi-family lot and no common tracts on 9.58± acres; located along the west side of Lone Elm Road, ¼ mile north of its intersection with W. 119th Street. Planning Commission recommends approval 5-0

SUMMARY:

The following application is a replat of the Sunnybrook, 2nd Plat, for the Lone Elm Senior Apartments, consisting of one multi-family lot and no common tracts. In January 2017, approximately 8.83± acres of the subject property was rezoned to R-4 (Medium-Density Multi-family Residential District). The remaining 0.75± acre portion of the site was rezoned to R-4 in August 2018. A revised preliminary site development plan (PR18-0035) for the overall 9.58± acre site was also approved in August 2018 for a 173-unit senior living complex. This final plat for the Lone Elm Senior Apartments is consistent with the approved preliminary site development plan. Information pertaining to access, site layout, landscaping, and other items related to this case may be found in Attachment A.

Properties that have been previously platted are exempt from paying excise taxes. The area that is included with this replat application was previously platted in 2001 as a part of the Sunnybrook, 2nd Plat, therefore, the subject plat application is exempt from excise taxes.

The Planning Commission recommended approval of the final plat with a 5-0 vote on January 14, 2019, as stipulated in the meeting minutes.

FINANCIAL IMPACT:

None.

ACTION NEEDED:

1. Accept the dedication of land for public purposes for Lone Elm Senior Apartments (FP18-0046).
 2. Reject the dedication of land for public purposes for Lone Elm Senior Apartments, and return the plat to the Planning Commission for further consideration with a statement specifying the basis for the Governing Body's failure to accept the dedication.
-

ATTACHMENT(S):

- A. Planning Commission Packet
-

MEETING DATE: 1/22/2019

B. Planning Commission Minutes



City of Olathe

City Planning Division

STAFF REPORT**Planning Commission Meeting: January 14, 2019**

Application:	FP18-0046, Final Plat for Lone Elm Senior Apartments		
Location:	Along the west side of Lone Elm Road, ¼ mile north of its intersection with W. 119 th Street		
Owner/Applicant:	William F. McCroy, Jr.; JC Mulligan Development Group, LLC		
Engineer:	Dan Foster, PLA; Schlagel & Associates, P.A.		
Staff Contact:	Zachary Moore, Planner II		

Site Area:	<u>9.58± acres</u>	Proposed Use:	<u>Multi-Family Residential (173 units)</u>
Lots:	<u>1</u>	Density:	<u>18.05 units/acre</u>
Tracts:	<u>0</u>	Current Zoning:	<u>R-4</u>

1. Comments:

The following application is a final plat for Lone Elm Senior Apartments containing 1 multi-family lot and no common tracts. An 8.83± acre portion of the subject property was rezoned to R-4 (RZ-16-010) in 2017 and the remaining 0.75± acre portion of the site was rezoned to R-4 (RZ18-0010) in August 2018. A revised preliminary site development plan (PR18-0035) for the overall site was also approved in August 2018 for a 173-unit senior living complex. The final plat for Lone Elm Senior Apartments is consistent with the approved preliminary plan.

2. Plat Review:

- a. **Lots/Tracts** – The plat includes a total of 1 multi-family lot and no common tracts. The multifamily lot is approximately 9.16± acres and there is 0.42± acres of right-of-way that will be dedicated with the final plat. The final plat for Lone Elm Senior Apartments is consistent with the City's *Unified Development Ordinance (UDO)*.
- b. **Public Utilities** – The subject property is located within the City of Olathe Sewer and Johnson County WaterOne Service Areas. Utility Easements (U/E), Sanitary Easements (S/E), Drainage Easements (D/E), Waterline Easements (W/E), and Access Easements (A/E) will be dedicated with this final plat.
- c. **Streets/Right-of-Way** – This final plat for the Lone Elm Senior Apartments includes dedication of approximately 0.42± acres of right-of-way for Lone Elm Road along the plat's eastern boundary. The proposed senior living facility will take access from the east, where a private drive will intersect with Lone Elm Road, directly across from the existing W. 116th Street to the east.

FP18-0046
January 14, 2019
Page 2

- d. **Landscaping/Tree Preservation** – There are some existing trees on the subject property, which will be removed when the senior apartments are constructed. New landscaping will be provided as was depicted on the revised preliminary site development plan. The landscape plan approved with the revised preliminary site development plan complies with the landscaping requirements of the *UDO*.



Aerial view of site – plat area outlined in red



View of site – looking west from Lone Elm Road

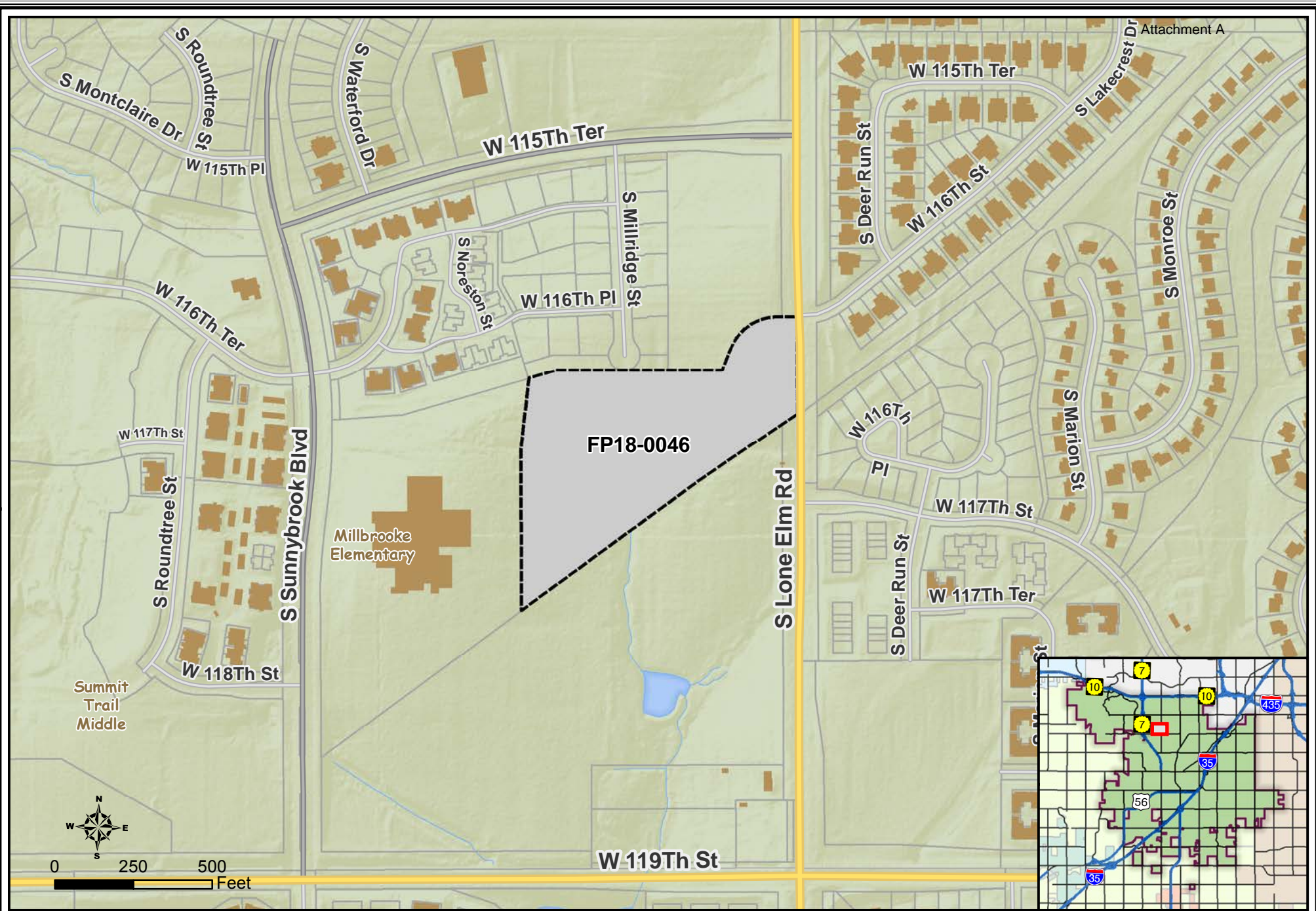
3. Excise Taxes:

Properties that have been previously platted are exempt from paying excise taxes. The area that is included with this replat application was previously platted in 2001 as part of the Sunnybrook, 2nd Plat, therefore, the subject plat application is exempt from excise taxes.

4. Staff Recommendation:

Staff recommends approval of FP18-0046, Lone Elm Senior Apartments, with the following stipulations:

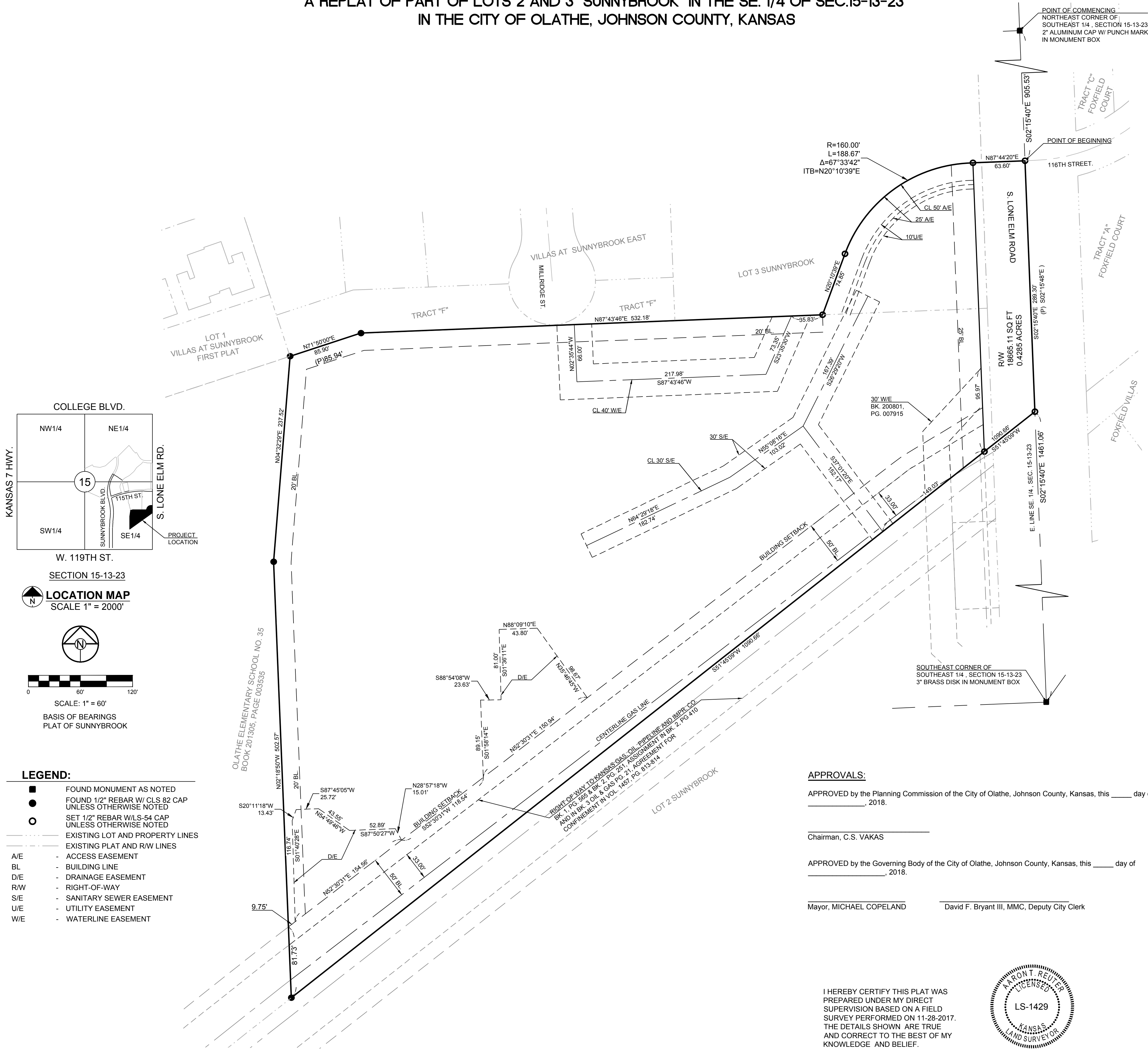
- a) A sidewalk and address plat shall be submitted prior to issuance of building permits.
- b) Prior to recording the final plat, dedication language for the Waterline Easement (W/E) and Access Easement (A/E) shall be included on the plat.
- c) Prior to recording the final plat, language for the stormwater detention/stormwater quality easements shall be revised. These easements shall be permanent stormwater quality/quantity drainage easements.
- d) The following language shall be added to the Plat prior to recording: A 30-foot Public Recreation Easement (PR/E) shall be provided within the gas pipeline easement for a future bike/hike trail. The trail may cross south of the property line, or may stay north of the southern property line entirely, the location of the trail within this easement shall be determined by the City Parks and Recreation Department at the time of installation.



LONE ELM SENIOR APARTMENTS
FP18-0046

FINAL PLAT OF
LONE ELM SENIOR APARTMENTS

A REPLAT OF PART OF LOTS 2 AND 3 "SUNNYBROOK" IN THE SE. 1/4 OF SEC.15-13-23
IN THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS



DESCRIPTION:

A replat of part of Lot 2 and part of Lot 3 as platted in SUNNYBROOK, a subdivision in the City of Olathe as recorded in book 114, page 31, located in the Southeast One-Quarter of Section 15, Township 13 South, Range 23 East, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northeast corner of the said Southeast One-Quarter of Section 15; thence South 02 degrees 15 minutes 40 seconds East (platted South 02 degrees 15 minutes 48 seconds East) along the East line of said Southeast One-Quarter, a distance of 905.53 feet to the Point of Beginning; thence continuing South 02 degrees 15 minutes 40 seconds East (platted South 02 degrees 15 minutes 48 seconds East) along said East line, a distance of 289.30 feet; thence South 51 degrees 45 minutes 09 seconds West a distance of 1090.66 feet to the Southeast corner of OLATHE ELEMENTARY SCHOOL NO. 35, a subdivision in the City of Olathe as recorded in book 201305 at page 003535; thence North 02 degrees 18 minutes 50 seconds West along the East line of said OLATHE ELEMENTARY SCHOOL NO. 35, a distance of 502.57 feet; thence North 04 degrees 32 minutes 29 seconds East along the East line of said OLATHE ELEMENTARY SCHOOL NO. 35, a distance of 237.52 feet to the Northeast corner of said OLATHE ELEMENTARY SCHOOL NO. 35, said corner also being the Southwest corner of VILLAS AT SUNNYBROOK EAST, a subdivision in the City of Olathe as recorded in book 201706 at page 006360; thence North 71 degrees 50 minutes 00 seconds East along the South line of said VILLAS AT SUNNYBROOK EAST, a distance of 85.90 feet (platted 85.94'); thence North 87 degrees 43 minutes 46 seconds East along the said South line and the Easterly extension thereof a distance of 532.18 feet; thence North 20 degrees 10 minutes 39 seconds East a distance of 74.85 feet to a point of curvature; thence Northeasterly on a curve to the right tangent to the previous course having a radius of 160.00 feet, a central angle of 67 degrees 33 minutes 42 seconds and an arc length of 188.67 feet; thence North 87 degrees 44 minutes 20 seconds East a distance of 63.60 feet to the Point of Beginning and containing 9.5839 acres more or less.

DEDICATIONS:

The undersigned proprietor of the described tract of land has caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision shall hereafter be known as "LONE ELM SENIOR APARTMENTS".

The undersigned proprietor of said property shown on this plat does hereby dedicate those portions of the streets and roadways shown as "LONE ELM ROAD", together with all other parcels and parts of land indicated on this plat, not heretofore dedicated, as streets, terraces, roads, drives, lanes, avenues, courts, places, etc., for public use as public ways or thoroughfares; subject to the right hereby reserved to the present owner and its successors and assigns for the location, construction and maintenance of conduits, water, gas and sewer pipes, poles and wires under, over and along said roadways.

An easement or license to enter upon, locate, construct and maintain or authorize the location, construction or maintenance and use of conduits, water, gas, electrical, sewer pipes, poles, wires, drainage facilities, ducts and cables, and similar utility facilities, upon, over and under these areas outlined and designated on this plat as "Utility Easement" or "U/E," is hereby granted to the City of Olathe, Kansas, and other governmental entities as may be authorized by state law to use such easement for said purposes.

An easement or license is hereby granted to the City of Olathe, Johnson County, Kansas, to locate, construct and maintain or authorize the location, construction or maintenance and use of sanitary sewer pipes and structures upon, over and under the areas outlined and designated on this plat as "Sanitary Easement" or "S/E".

An easement or license is hereby granted to the City of Olathe, Johnson County, Kansas, to enter upon, construct and maintain pipes, inlets, manholes, surface drainage facilities relative to storm water drainage and sidewalks upon, over, or under the areas outlined and designated on this plat as "Drainage Easement" or "D/E".

The undersigned proprietor of said property shown on this plat hereby certifies that all prior existing easement rights on land to be dedicated for public use and public ways and thoroughfares running to any person, utility or corporation have been absolved except that same person, utility or corporation shall retain whatever easement rights they would have as if located in a public street.

RESTRICTIONS:

All landscaping and related materials that are planted or constructed within the adjacent Street right-of-way shall be maintained by the Property Owner, or their authorized representatives thereof.

The undersigned proprietor of the described tract of land hereby consents and agrees that the Board of County Commissioners of Johnson County, Kansas, and the City of Olathe, Johnson County, Kansas, shall have the power to release such land proposed to be dedicated for public ways and thoroughfares, or parts thereof, for public use, from the lien and effect of any special assessments, and that the amount of the unpaid special assessment on such land dedicated shall become and remain a lien on the remainder of this land fronting or abutting on such dedicated public ways or thoroughfares.

NOTICE: This site includes Stormwater Treatment Facilities, as defined and regulated in the Olathe Municipal Code. Restrictions on the use or alteration of the said facilities may apply. This property is also subject to the obligations and requirements of the Stormwater Treatment Facility Maintenance Agreement approved by the City.

The maintenance of the stormwater detention facilities located within the Drainage Easements and all water quality BMP's within Drainage Easements are to be maintained by the owner of Lot 1 or their authorized representatives thereof.

CONSENT TO LEVY:

The undersigned proprietor of the above described tract of land hereby agrees and consents that the Board of County Commissioners of Johnson County, Kansas, and the City of Olathe, Johnson County, Kansas, shall have the power to release such land proposed to be dedicated for public ways and thoroughfares, or parts thereof, for public use, from the lien and effect of any special assessments, and that the amount of unpaid special assessments on such land so dedicated, shall become and remain a lien on the remainder of this land fronting or abutting on said dedicated public way or thoroughfare.

EXECUTION:

IN TESTIMONY WHEREOF, _____, has caused this instrument to be executed, this ____ day of _____, 2018.

By:

ACKNOWLEDGMENT:

STATE OF _____)
)ss.
COUNTY OF _____)

BE IT REMEMBERED that on this ____ day of _____, 2018, before me, the undersigned, a Notary Public in and for said County and State, came _____, who is personally known to me to be the same person who executed the foregoing instrument of writing on behalf of said company, and such duly acknowledged the execution of the same to be the act and deed of same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

Notary Public

My Commission Expires: _____

Print Name

APPROVALS:

APPROVED by the Planning Commission of the City of Olathe, Johnson County, Kansas, this ____ day of _____, 2018.

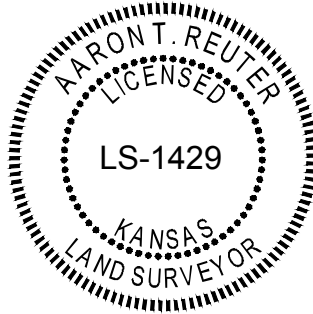
Chairman, C.S. VAKAS

APPROVED by the Governing Body of the City of Olathe, Johnson County, Kansas, this ____ day of _____, 2018.

Mayor, MICHAEL COPELAND

David F. Bryant III, MMC, Deputy City Clerk

I HEREBY CERTIFY THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION BASED ON A FIELD SURVEY PERFORMED ON 11-28-2017. THE DETAILS SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



Aaron T. Reuter - Land Surveyor
KS# LS-1429



SCHLAGEL & ASSOCIATES, P.A.

Engineers • Planners • Surveyors • Landscape Architects
14920 West 107th Street • Lenexa, Kansas 66215
(913) 492-5158 • Fax: (913) 492-8400

DATE 11-01-2018	FINAL PLAT OF LONE ELM SENIOR APARTMENT
DRAWN BY SCH	
CHECKED BY AR	
PROJ. NO. 15-233	
SHEET NO. 1 OF 1	



City of Olathe

City Planning Division

MINUTES**Planning Commission Meeting: January 14, 2019**

Application:	FP18-0046, Final Plat for Lone Elm Senior Apartments
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A motion to approve FP18-0046 on the Consent Agenda was made by Comm. Fry and seconded by Comm. Corcoran and passed with a vote of 5-0, with the following staff stipulations:

- a) A sidewalk and address plat shall be submitted prior to issuance of building permits.
- b) Prior to recording the final plat, dedication language for the Waterline Easement (W/E) and Access Easement (A/E) shall be included on the plat.
- c) Prior to recording the final plat, language for the stormwater detention/stormwater quality easements shall be revised. These easements shall be permanent stormwater quality/quantity drainage easements.
- d) The following language shall be added to the Plat prior to recording: A 30-foot Public Recreation Easement (PR/E) shall be provided within the gas pipeline easement for a future bike/hike trail. The trail may cross south of the property line, or may stay north of the southern property line entirely, the location of the trail within this easement shall be determined by the City Parks and Recreation Department at the time of installation.



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/22/2019

DEPARTMENT: Public Works, Planning Division

STAFF CONTACT: Zachary Moore, Planner II

SUBJECT: FP18-0048: Boulder Hills, Third Plat, Applicant: Travis Schram; K3, LLC

ITEM DESCRIPTION:

Request for the acceptance of the dedication of land for public easements and right-of-way for a final plat for Boulder Hills, Third Plat (FP18-0048) containing 57 single-family lots and 3 common tracts on 19.50± acres; located along the west side of Black Bob Road, about ¼ mile north of 175th Street. Planning Commission recommends approval 5-0.

SUMMARY:

The subject property was rezoned to R-1 in 2007 and had a preliminary plat approved in 2016. There was a previous final plat application for Boulder Hills, Third Plat, which was approved in September 2017, but was never recorded. This final plat is generally consistent with both the previously approved preliminary and final plats; however, the location of the pool has been slightly modified. This final plat is consistent with the general trend of development in the Boulder Hills subdivision. Information pertaining to access, site layout, landscaping, and other items related to this case may be found in Attachment A.

Final plats are subject to a street excise tax of \$0.215 per square foot of land and are subject to a traffic signal excise tax of \$0.0037 per square foot of land for single-family residential zoning. The required excise tax shall be submitted to the City Planning Division prior to recording the final plat. Based on the net Plat area (19.50± acres), the total excise tax for streets is \$182,610.31 and the total excise tax for traffic signals is \$2,004.58.

The Planning Commission recommended approval of the final plat with a 5-0 vote on January 14, 2019 as stipulated in the meeting minutes.

FINANCIAL IMPACT:

None.

ACTION NEEDED:

1. Accept the dedication of land for public purposes for Boulder Hills, Third Plat (FP18-0048).
 2. Reject the dedication of land for public purposes for Boulder Hills, Third Plat, and return the plat to the Planning Commission for further consideration with a statement specifying the basis for the Governing Body's failure to accept the dedication.
-

ATTACHMENT(S):

- A. Planning Commission Packet
 - B. Planning Commission Minutes
-



City of Olathe

City Planning Division

STAFF REPORT**Planning Commission Meeting: January 14, 2019**

Application:	FP18-0048, Final Plat for Boulder Hills, Third Plat		
Location:	Along the west side of Black Bob Road, about ¼ mile north of 175 th Street		
Owner/Applicant:	Travis Schram; K3, LLC		
Engineer:	Mark Breuer; Schlagel & Associates, P.A.		
Staff Contact:	Zachary Moore, Planner II		

Site Area:	<u>19.50± acres</u>	Proposed Use:	<u>Single-Family Residential</u>
Lots:	<u>57</u>	Density:	<u>2.92 units/acre</u>
Tracts:	<u>3</u>	Current Zoning:	<u>R-1</u>

1. Comments:

The following application is a final plat for Boulder Hills, Third Plat containing 57 single-family lots and 3 common tracts. The subject property was rezoned to R-1 in 2007, and had a preliminary plat approved in 2016. There was a previous final plat application for Boulder Hills, Third Plat, which was approved in September 2017. This plat is generally consistent with both the previously approved preliminary and final plats; however, the location of the pool has been slightly modified. The estimated value of the proposed homes in this phase is stated to be between \$275,000 and \$400,000.

2. Plat Review:

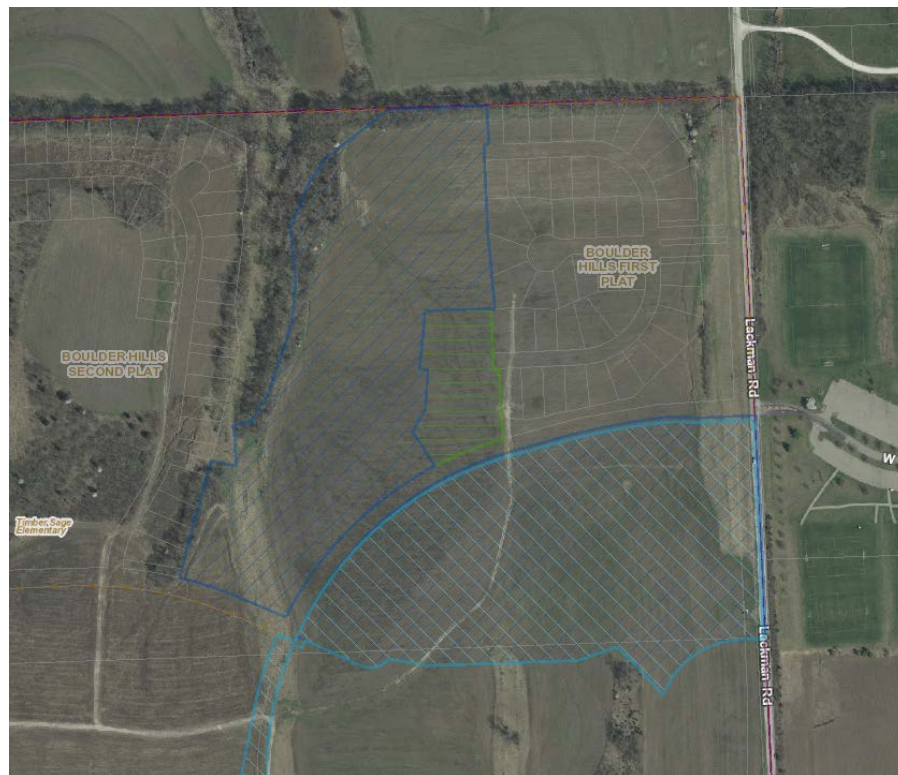
- a. **Lots/Tracts** – The plat includes a total of 57 single-family lots and 3 common tracts. The layout of the streets, lots, and common tracts is consistent with the approved preliminary plat. The final plat for Boulder Hills, Third Plat follows the general trend of development for the entire Boulder Hills subdivision.

The proposed lots exceed the minimum lot area of 7,200 square feet as required for R-1 Districts. The average lot size for this subdivision is 11,132 square feet.

Tracts L, M, and N will be owned and maintained by K3, LLC and its successors or assigns for the use of trails, landscaping, and open space. Tract M will also contain stormwater facilities and water quality BMPs.

- b. **Public Utilities** – The subject property is located within the Johnson County Wastewater and WaterOne service areas. Utility Easements (U/E), Drainage Easements (D/E), Landscape and Access Easements (L/E & A/E), and a Stormwater Quality/Quantity Easement (BMP/E) will be dedicated with this final plat.

- c. **Streets/Right-of-Way** – This phase of the Meadows of Valley Ridge will have access from the First and Second Plats of this subdivision from the east and west, respectively. West 171st Terrace will connect in the northeastern portion of the plat to the first phase, and that road will continue south and west, through the Third Plat, until it connects (as W. 172nd Court) to the Second Plat in the southwestern portion of the plat. W. 172nd Place will also connect the Third Plat to the First Plat to the east, in the center of this phase. Three cul-de-sacs will extend south and east from the spine road of this phase; 171st Place, W. 172nd Court, and Tomashaw Street. All streets will meet *Unified Development Ordinance (UDO)* requirements for public right-of-way. All streets included in this plat are dedicated to public use.
- d. **Landscaping/Tree Preservation** – All landscaping and related materials that are planted or constructed within the adjacent street right-of-way shall be maintained by the Property Owners and the Developer, or their authorized representatives thereof. Prior to recording the final plat, a street tree plan shall be submitted, compliant with *Section 18.30.130* of the *UDO*. Additionally, all single-family lots are required to have a minimum of three interior lot trees planted at the time of issuance of a certificate of occupancy.



Aerial view of site – plat area outlined in navy



View of site – looking west from W. 171st Terrace

3. Excise Taxes:

Final plats are subject to a street excise tax of \$0.215 per square foot of land area. The required excise fee shall be submitted to the City Planning Division prior to recording the final plat. Based on the net Plat area (19.50± acres), the total excise tax for streets is **\$182,610.31**.

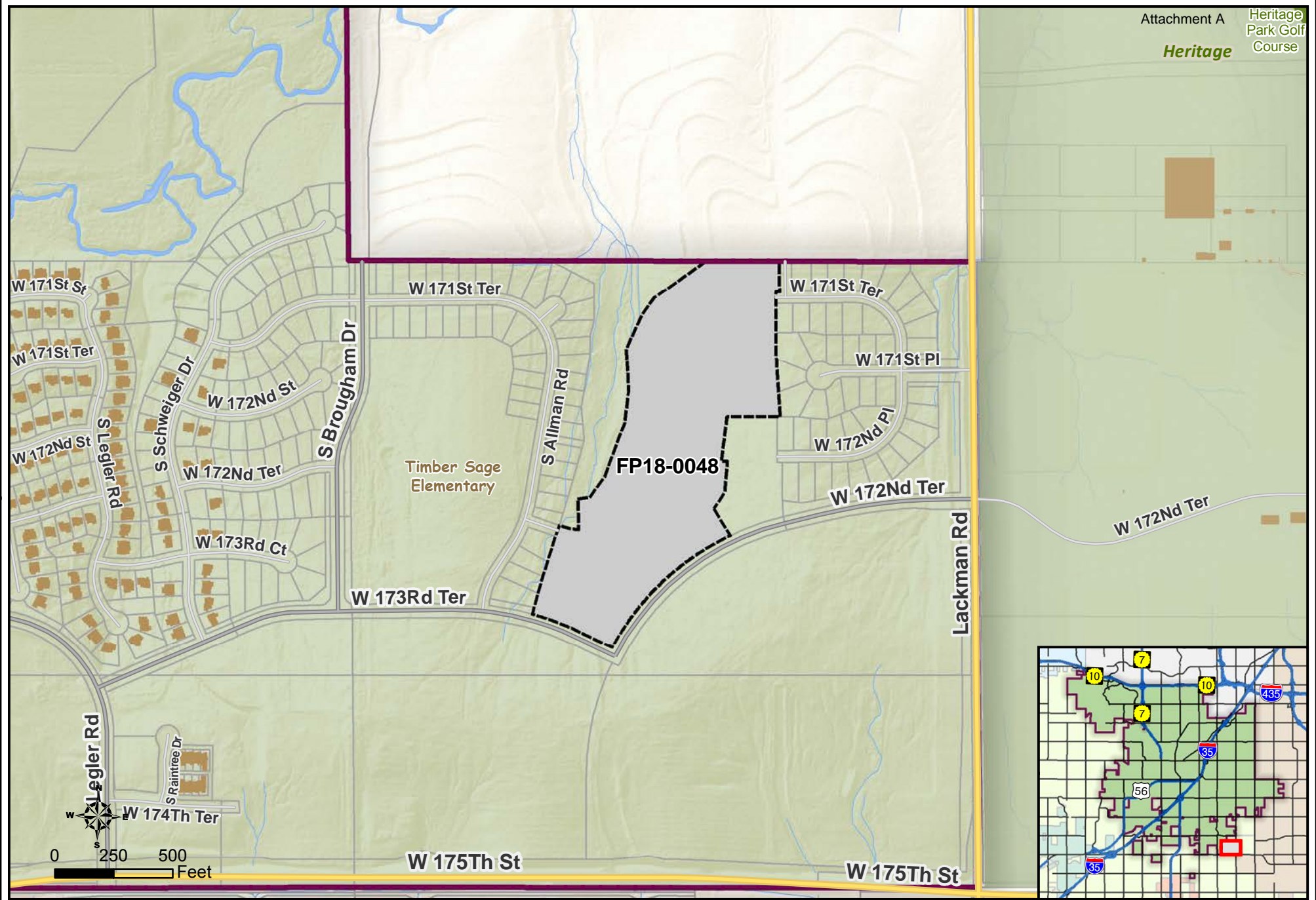
Final plats are subject to a traffic signal excise tax of \$0.0037 per square foot of land for single-family residential zoning. The required excise fee shall be submitted to the City Planning Division prior to recording the final plat. Based on the net Plat area (19.50± acres), the total excise tax for traffic signals is **\$3,142.60**.

4. Staff Recommendation:

Staff recommends approval of FP18-0048, Boulder Hills, Third Plat, with the following stipulations:

- a) The final plat is subject to a street excise tax of **\$182,610.31**. The required excise tax shall be submitted to the City Planning Division prior to recording the final plat.
- b) The final plat is subject to a traffic signal excise tax of **\$3,142.60**. The required excise tax shall be submitted to the City Planning Division prior to recording the final plat.
- c) A sidewalk and address plat shall be submitted prior to issuance of building permits.
- d) Prior to recording the plat, a street tree plan shall be submitted and approved, per *UDO, Section 18.30.130*.

- e) All on-site wiring and cables shall be placed underground.
- f) Utility cabinets shall not be placed in the front or side yards, unless first requested by the applicant and authorized by the Chief Planning and Development Officer and must include landscaping to screen the equipment from public view. Any such request shall include an exhibit demonstrating the typical screening to be provided prior to recording the plat.
- g) Fire hydrants are required within 400 feet of all residential units (travel distance). Dead-end water mains with fire hydrants are not permitted unless water supply calculations can be provided that demonstrates an adequate water supply is provided; otherwise the water supply for hydrants is required to be looped to existing mains.



BOULDER HILLS 3RD PLAT
FP18-0048



City of Olathe

City Planning Division

MINUTES**Planning Commission Meeting: January 14, 2019**

Application:	FP18-0048, Final Plat for Boulder Hills, Third Plat
---------------------	--

A motion to approve FP18-0048 on the Consent Agenda was made by Comm. Fry and seconded by Comm. Corcoran and passed with a vote of 5-0, with the following staff stipulations:

- a) The final plat is subject to a street excise tax of **\$182,610.31**. The required excise tax shall be submitted to the City Planning Division prior to recording the final plat.
- b) The final plat is subject to a traffic signal excise tax of **\$3,142.60**. The required excise tax shall be submitted to the City Planning Division prior to recording the final plat.
- c) A sidewalk and address plat shall be submitted prior to issuance of building permits.
- d) Prior to recording the plat, a street tree plan shall be submitted and approved, per *UDO, Section 18.30.130*.
- e) All on-site wiring and cables shall be placed underground.
- f) Utility cabinets shall not be placed in the front or side yards, unless first requested by the applicant and authorized by the Chief Planning and Development Officer and must include landscaping to screen the equipment from public view. Any such request shall include an exhibit demonstrating the typical screening to be provided prior to recording the plat.
- g) Fire hydrants are required within 400 feet of all residential units (travel distance). Dead-end water mains with fire hydrants are not permitted unless water supply calculations can be provided that demonstrates an adequate water supply is provided; otherwise the water supply for hydrants is required to be looped to existing mains.



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/22/2019

DEPARTMENT: Public Works, Planning Division

STAFF CONTACT: Dan Fernandez, Planner II

SUBJECT: FP18-0049: St. Paul's Catholic Church, Applicant: Jeffrey Skidmore

ITEM DESCRIPTION:

Request for the acceptance of the dedication of land for public easements and right-of-way for a final plat for St. Paul's Catholic Church (FP18-0049) containing 2 lots on 20.85± acres; located at the NEC of 115th Terrace and Lone Elm Road. Planning Commission recommends approval 5-0

SUMMARY:

This is a request for approval of a final plat for St. Paul's Catholic Church Replat on 20.85± acres, located at the northwest corner of 115th Terrace and Lone Elm Road. The subject property was rezoned from BP and RP-1 to R-2 (RZ16-0009) in November 2016 and included preliminary site development plan for St. Paul's Catholic Church and School. A final plat (FP17-0021) that was approved in July 2017.

The replat includes 2 lots on 20.85 acres. Lot 1 is the location of the future St. Paul's Catholic Church and school. A replat has been submitted to create Lot 2 which is located on the west side of the property between the Goddard School and the Covington Court development. The applicant states that Lot 2 will be the site of a new twin villa but staff has also been contacted about locating a community garden at this site which is also permitted in R-2 Districts. All proper applications and permits shall be submitted and approved prior to any development taking place on Lot 2. No tracts are being dedicated with this replat, however, easements are being dedicated for stormwater quality and detention.

The property is already platted and therefore exempt from street and signal excise taxes.

On January 14, 2019, the Planning Commission voted 5-0 to approve the final plat for St. Paul's Catholic Church with stipulations as shown in the meeting minutes, and recommended approval of the dedication of land for public purposes.

FINANCIAL IMPACT:

None

ACTION NEEDED:

1. Accept the dedication of easements and vacation of public right-of-way for St. Paul's Catholic Church
 2. Reject the easements and vacation of public right-of-way and return the final plat to the Planning Commission for further consideration, advising the Commission of the reasons for the rejection.
-

MEETING DATE: 1/22/2019

ATTACHMENT(S):

- A. Planning Commission Packet
- B. Planning Commission Minutes



City of Olathe

City Planning Division

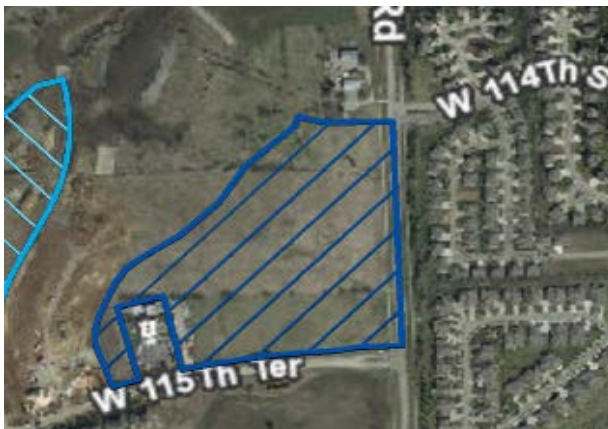
STAFF REPORT**Planning Commission Meeting: January 14, 2019**

Application:	FP18-0049 Final Plat for St. Paul's Catholic Church		
Location:	NEC of W. 115 th Terr. and Lone Elm Road		
Owner/Applicant:	Roman Catholic Archdiocese of Kansas City, KS		
Engineer:	Jeffrey T. Skidmore, Schlagel & Associates		
Staff Contact:	Dan Fernandez, Planner II		

Acres:	<u>20.85± acres</u>	Proposed Use:	<u>Church/Duplex</u>
Current Zoning:	<u>R-2</u>	Lots:	<u>2</u>
		Tracts:	<u>0</u>

1. Comments:

This is a request for approval of a final plat for St. Paul's Catholic Church Replat on 20.85± acres, located at the northwest corner of 115th Terrace and Lone Elm Road. The subject property was rezoned from BP and RP-1 to R-2 (RZ16-0009) in November 2016 and included preliminary site development plan for St. Paul's Catholic Church and School. A final plat (FP17-0021) was approved in July 2017.

*Aerial of Site**View from 115th Terrace of newly created R-2 lot***2. Final Plat Review**

- a. **Lots/Tracts** –The replat includes 2 lots on 20.85 acres. Lot 1 is the location of the future St. Paul's Catholic Church and school. A replat has been submitted to create Lot 2 which is located on the west side of the property between the Goddard

School and the Covington Court development. The applicant states that Lot 2 will be the site of a new twin villa but staff has also been contacted about locating a community garden at this site which is also permitted in R-2 Districts. All required applications and permits shall be submitted and approved prior to any development taking place on Lot 2.

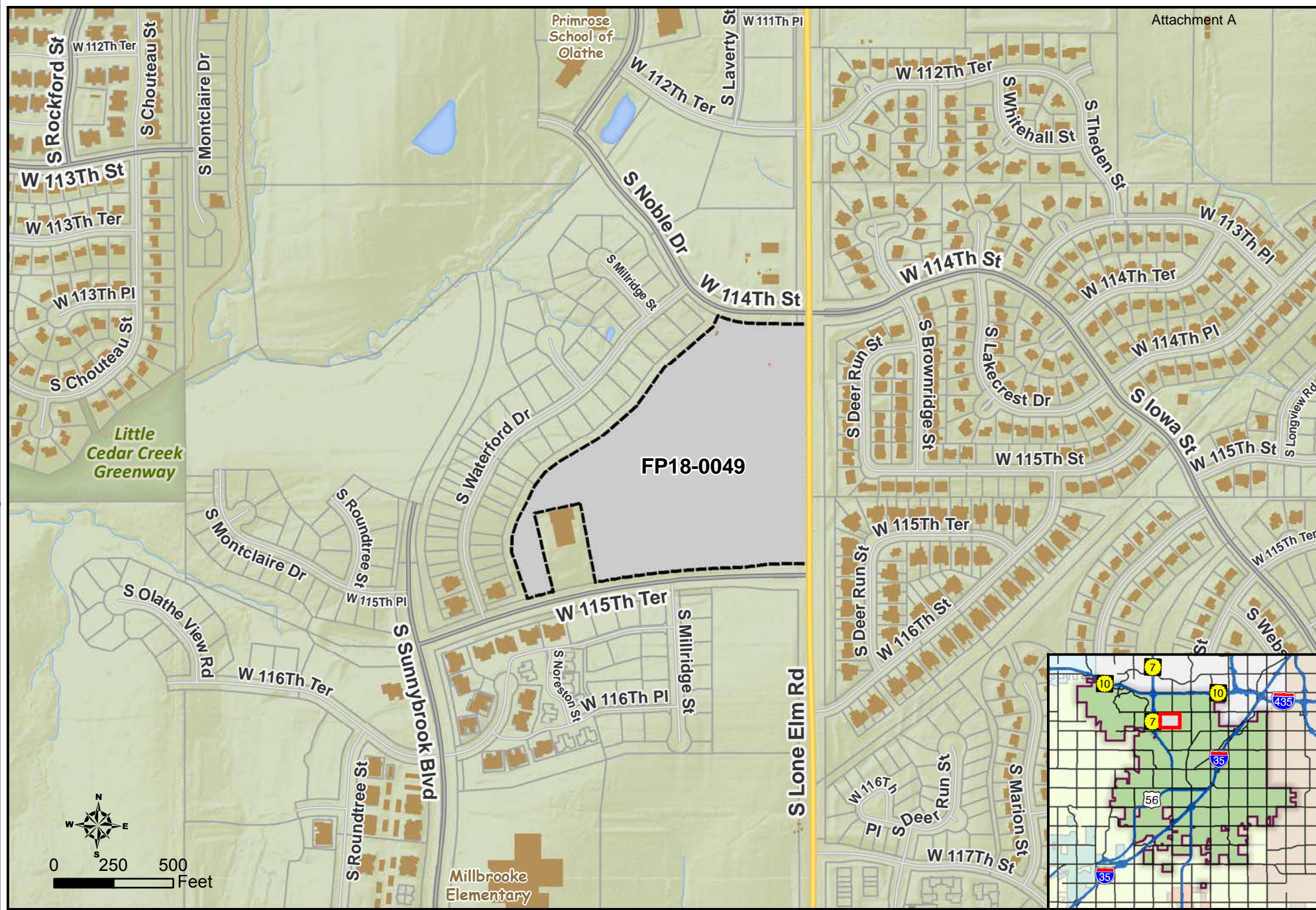
No tracts are being dedicated with this replat, however, easements are being dedicated for stormwater quality and detention.

- b. **Utilities/Municipal Services** –The property is located in the Water District #1 and City of Olathe sewer service areas. The applicant will need to coordinate with the respective utility providers for required water and sewer connections.
- c. **Streets** – Lot 1 will have access to 115th Terrace and Lone Elm Road. There are no changes to the proposed access points for St. Paul's with this application. Lot 2 will have access to 115th Terrace. Future access drives and parking areas will be determined with future applications.
- d. **Street and Signal Excise Taxes** –The property is already platted and therefore exempt from street and signal excise taxes.

3. **Staff Recommendation:**

Staff recommends approval of FP18-0049 with the following stipulations:

- a. Prior to recording the plat, a digital file of the final plat (pdf format) shall be submitted to the City Planning Division.
- b. All required applications and permits shall be submitted and approved prior to any development taking place on Lot 2.
- c. All above ground electrical and/or telephone cabinets shall be placed within the interior side or rear building setback yards. However, such utility cabinets may be permitted within front or corner side yards adjacent to street right-of-way if cabinets are screened with landscape materials.
- d. Prior to issuance of a building permit, a performance and maintenance bond or letter of credit in an amount to be determined by the City Engineer, shall be submitted in accordance with UDO 18.30.120C and UDO 18.30.210 E. to ensure that all erosion control measures and water quality features are installed and maintained and that all of the development's streets and sidewalks remain free of debris during all phases of construction.



ST. PAUL'S CATHOLIC CHURCH **FP18-0049**



User: jaredmd
 Date: 01/09/2019



FINAL PLAT OF ST. PAULS CATHOLIC CHURCH REPLAT

A REPLAT OF ALL OF LOT 1, 'ST. PAULS CATHOLIC CHURCH' IN THE EAST 1/2 OF SEC. 15-13-23
IN THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS

EXECUTION:

IN TESTIMONY WHEREOF, CHANCELLOR FATHER JOHN RILEY, of the ROMAN CATHOLIC ARCHDIOCESE OF KANSAS CITY IN KANSAS, a non-profit corporation, has caused this instrument to be executed, this ____ day of ____, 2018.

THE ROMAN CATHOLIC ARCHDIOCESE OF KANSAS CITY IN KANSAS

By: CHANCELLOR FATHER JOHN RILEY

ACKNOWLEDGMENT:

STATE OF _____

COUNTY OF _____

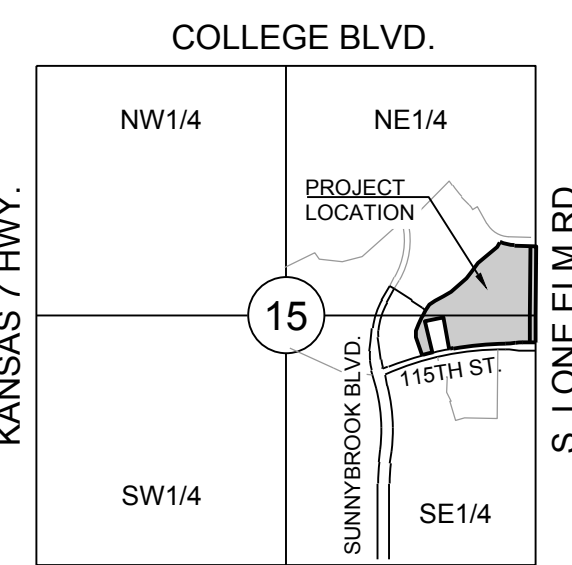
BE IT REMEMBERED that on this ____ day of ____, 2018, before me, the undersigned, a Notary Public in and for said County and State, came CHANCELLOR FATHER JOHN RILEY of the ROMAN CATHOLIC ARCHDIOCESE OF KANSAS CITY IN KANSAS, a non-profit corporation, who is personally known to me to be the same person who executed the foregoing instrument of writing on behalf of said company, and such duly acknowledged the execution of the same to be the act and deed of same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

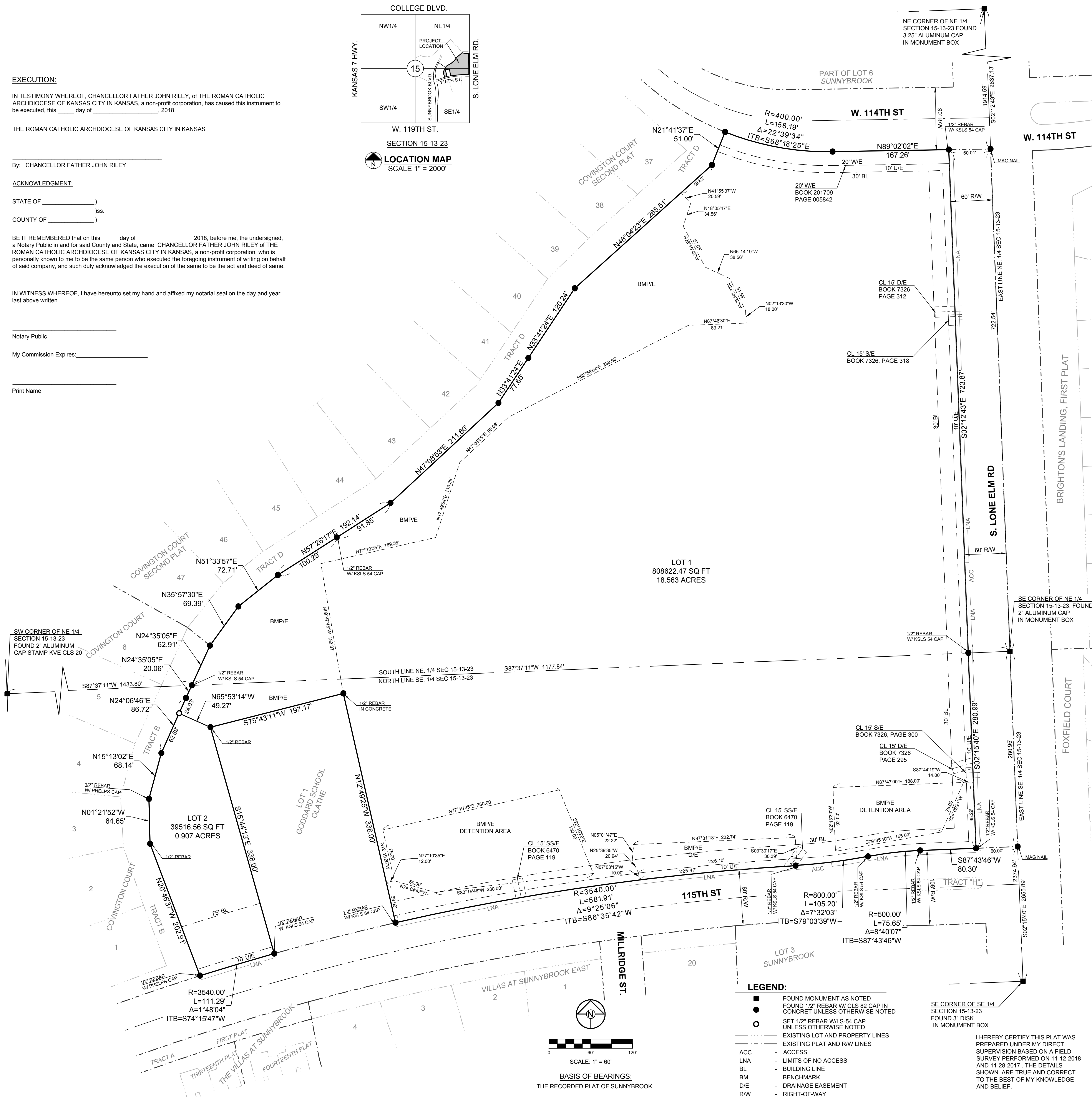
Notary Public

My Commission Expires: _____

Print Name



W. 119TH ST.
SECTION 15-13-23
LOCATION MAP
SCALE 1" = 2000'



DESCRIPTION:

A replat of All of Lot 1, ST. PAULS CATHOLIC CHURCH, a subdivision in the City of Olathe, as recorded in book 201801, page 000261, located in the East one half of Section 15, Township 13, Range 23, Johnson County, Kansas.

DEDICATIONS:

The undersigned proprietor of the described tract of land has caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision shall hereafter be known as "ST. PAULS CATHOLIC CHURCH".

The undersigned proprietor of said property shown on this plat does hereby dedicate those portions of the streets and roadways shown as "LONE ELM ROAD", together with all other parcels and parts of land indicated on this plat, and not heretofore dedicated, as streets, terraces, roads, drives, lanes, avenues, courts, places, etc., for public use as public ways or thoroughfares; subject to the right hereby reserved to the present owner and its successors and assigns for the location, construction and maintenance of conduits, water, gas and sewer pipes, poles and wires under, over and along said roadways.

An easement or license to enter upon, locate, construct and maintain or authorize the location, construction or maintenance and use of conduits, water, gas, electrical, sewer pipes, poles, wires, drainage facilities, ducts and cables, and similar utility facilities, upon, over and under these areas outlined and designated on this plat as "Utility Easement" or "U/E," is hereby granted to the City of Olathe, Kansas, and other governmental entities as may be authorized by state law to use such easement for said purposes.

An easement or license is hereby granted to the City of Olathe, Johnson County, Kansas, to enter upon, construct and maintain pipes, inlets, manholes, surface drainage facilities relative to storm water drainage and sidewalks upon, over, or under the areas outlined and designated on this plat as "Drainage Easement" or "D/E".

An easement or license is hereby granted to the City of Olathe, Johnson County, Kansas, to enter upon, construct and maintain pipes, inlets, manholes, surface drainage facilities, drainage ditches, drainage channels or water courses, other drainage facility tributary connections and appurtenant work relative to storm water drainage upon, over, or under the areas outlined and designated on this plat as "Stormwater Quality / Quantity Easement" or "BMP/E".

The undersigned proprietor of said property shown on this plat hereby certifies that all prior existing easement rights on land to be dedicated for public use and public ways and thoroughfares running to any person, utility or corporation have been absolved except that same person, utility or corporation shall retain whatever easement rights they would have as if located in a public street.

RESTRICTIONS:

All landscaping and related materials that are planted or constructed within the adjacent Street right-of-way shall be maintained by the Property Owner, or their authorized representatives thereof.

The undersigned proprietor of the described tract of land hereby consents and agrees that the Board of County Commissioners of Johnson County, Kansas, and the City of Olathe, Johnson County, Kansas, shall have the power to release such land proposed to be dedicated for public ways and thoroughfares, or parts thereof, for public use, from the lien and effect of any special assessments, and that the amount of the unpaid special assessment on such land dedicated shall become and remain a lien on the remainder of this land fronting or abutting on such dedicated public ways or thoroughfares.

The maintenance of the stormwater detention facilities located within the "BMP/E" and all water quality BMP's within the "BMP/E" are to be maintained by the owner of Lot 1 or their authorized representatives thereof.

NOTICE: This site includes Stormwater Treatment Facilities, as defined and regulated in the Olathe Municipal Code. Restrictions on the use or alteration of the said Facilities may apply. This property is also subject to the obligations and requirements of the Stormwater Treatment Facility Maintenance Agreement approved by the City.

APPROVALS:

APPROVED by the Planning Commission of the City of Olathe, Johnson County, Kansas, this ____ day of ____, 2018.

Chairman, C.S. VAKAS

APPROVED by the Governing Body of the City of Olathe, Johnson County, Kansas, this ____ day of ____, 2018.

Mayor, MICHAEL COPELAND

David F. Bryant III, MMC, Deputy City Clerk

LEGEND:

- FOUND MONUMENT AS NOTED
- FOUND 1/2" REBAR W/ CLS 82 CAP IN CONCRET UNLESS OTHERWISE NOTED
- SET 1/2" REBAR W/LS-54 CAP UNLESS OTHERWISE NOTED
- EXISTING LOT AND PROPERTY LINES
- EXISTING PLAT AND R/W LINES
- ACC - ACCESS
- LNA - LIMITS OF NO ACCESS
- BL - BUILDING LINE
- BM - BENCHMARK
- D/E - DRAINAGE EASEMENT
- R/W - RIGHT-OF-WAY
- S/E - SANITARY SEWER EASEMENT
- SS/E - STORM SEWER EASEMENT

I HEREBY CERTIFY THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION BASED ON A FIELD SURVEY PERFORMED ON 11-12-2018 AND 11-28-2017. THE DETAILS SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

David A. Rinne - Land Surveyor
KS# LS-1268



SCHLAGEL & ASSOCIATES, P. A.
Engineers • Planners • Surveyors • Landscape Architects
14920 West 107th Street • Lenexa, Kansas 66215
(913) 492-5158 • Fax: (913) 492-8400

DATE	11-13-2018	FINAL PLAT
DRAWN BY	AR	ST. PAULS CATHOLIC CHURCH
CHECKED BY	DR	REPLAT
PROJ. NO.	16-098	SHEET NO. 1 OF 1



City of Olathe

City Planning Division

MINUTES**Planning Commission Meeting: January 14, 2019**

Application:	FP18-0049 Final Plat for St. Paul's Catholic Church
---------------------	--

A motion to approve FP18-0049 on the Consent Agenda was made by Comm. Fry and seconded by Comm. Corcoran and passed with a vote of 5-0, with the following staff stipulations:

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- b. All required applications and permits shall be submitted and approved prior to any development taking place on Lot 2.
- c. All above ground electrical and/or telephone cabinets shall be placed within the interior side or rear building setback yards. However, such utility cabinets may be permitted within front or corner side yards adjacent to street right-of-way if cabinets are screened with landscape materials.
- d. Prior to issuance of a building permit, a performance and maintenance bond or letter of credit in an amount to be determined by the City Engineer, shall be submitted in accordance with UDO 18.30.120C and UDO 18.30.210 E. to ensure that all erosion control measures and water quality features are installed and maintained and that all of the development's streets and sidewalks remain free of debris during all phases of construction.



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/22/2019

DEPARTMENT: Public Works
STAFF CONTACT: Mary Jaeger/Beth Wright
SUBJECT: Consideration of Consent Calendar

ITEM DESCRIPTION:
Consideration of Consent Calendar.

SUMMARY:
Consent Calendar consists of Project Completion Certificates, Change Orders and Final Pay Estimates for Public Works projects.

FINANCIAL IMPACT:
N/A

ACTION NEEDED:
Approve Consent Calendar for January 22, 2019.

ATTACHMENT(S):
A: Consent Calendar
B: Change Orders

City Council Information Sheet**Date: January 22, 2019****ISSUE: Consent Calendar for: January 22, 2019****DEPARTMENT: Public Works****SUMMARY:****1) PROJECT COMPLETION CERTIFICATES**

- a) Meadow Lane Shared Use Trail – 4-C-010-15 – Other - Trail
- b) K-7 KLINK (Harrison St) Resurfacing Project (Hamilton Cir to Southgate St)
– 3-P-001-15 – Street
- c) I-35 Logistics Park – 5-D-009-18 – Waterlines

2) CHANGE ORDERS

- a) Meadow Lane Shared Use Trail – 4-C-010-15
- b) K-7 KLINK (Harrison St) Resurfacing Project (Hamilton Cir to Southgate St)
– 3-P-001-15

3) FINAL PAYMENT TO CONTRACTORS

- a) Meadow Lane Shared Use Trail – 4-C-010-15

Final Payment	\$ 15,376.09
Paid to Date	\$ 1,417,070.82
Original Contract Amount	\$ 1,527,242.28
Total Change Orders	\$ (94,795.37)
Change Order 1-FINAL: -\$94,795.37 (1/22/19)	

Final Contract Amount	\$ 1,432,446.91
Contractor – Miles Excavating	

**b) K-7 KLINK (Harrison St) Resurfacing Project (Hamilton Cir to Southgate St)
– 3-P-001-15**

Final Payment	\$ 105,289.63
Paid to Date	\$ 1,342,836.85
Original Contract Amount	\$ 1,354,640.70
Total Change Orders	\$ 93,485.78
Change Order 1:	\$112,856.00 (5/15/18)
Change Order 2:	\$4,400.00 (5/31/18)
Change Order 3:	\$4,690.00 (7/6/18)
Change Order 4-FINAL:	-\$28,460.22 (1/22/19)

Final Contract Amount	\$ 1,448,126.48
Contractor – O'Donnell & Sons	

Submitted by: Mary Jaeger, Director / Beth Wright, Deputy Director



CHANGE ORDER NO: 1-FINAL	PROJECT NAME:	Meadow Lane Shared Use Trail
CITY PROJECT NO. 4-C-010-15	ENCUMBRANCE NO.	700763
CONTRACT DATE: 11/7/17		
CONTRACTOR: Miles Excavating		
ENGINEER: Transystems		

ITEM#	DESCRIPTION	BID QTY	REVISED QUANTITY	UNIT	UNIT PRICE	TOTAL
9	Temporary Ditch Check (Rock)	90	25	C.Y.	\$131.51	(\$8,548.15)
11	Filter Sock	60	10	L.F.	\$3.47	(\$173.50)
17	Subgrade Stabilization	1,041	0	C.Y.	\$52.13	(\$54,267.33)
20	Curb and Gutter, Combined (AE)	410	407	L.F.	\$29.29	(\$87.87)
21	ADA Ramp (6") (AE)	235	249	S.Y.	\$84.63	\$1,218.67
22	Concrete Sidewalk and Pads (4")	756	1,076	S.Y.	\$37.70	\$12,048.92
23	Concrete Trail (6") (AE)	85	115	S.Y.	\$45.19	\$1,364.74
27	Storm Sewer, 15" RCP, Class III	249	296	L.F.	\$56.56	\$2,658.32
29	Storm Sewer, 30" RCP, Class III	3	0	L.F.	\$139.90	(\$419.70)
32	30" RCP Flared End Section w/ Toe Wall	1	0	each	\$1,375.87	(\$1,375.87)
38	Piling (HP 10x42)	120	37	L.F.	\$191.38	(\$15,800.33)
56	MSE Gravity Retaining Wall	1,165	912	S.F.	\$54.76	(\$13,854.28)
58	Sodding	11,634	9,170	S.Y.	\$5.93	(\$14,611.52)
65	Grasses (#2 cont. - Maiden Grass)	49	21	each	\$40.84	(\$1,143.52)
66	Perennials (#1 cont. - Lanceleaf Tickseed)	245	162	each	\$17.32	(\$1,437.56)
68	Perennials (#1 cont. - Russian Sage)	59	36	each	\$15.93	(\$366.39)

DOCUMENTS SUPPORTING THIS CHANGE ORDER ARE TO BE ATTACHED

The Original Contract Sum	\$1,527,242.28
Net change by Previous Change Orders	
The Contract Sum Prior to This Change Order Was	\$1,527,242.28
The Contract Sum Shall be (Increased) (Decreased)	
by This Change Order.....	(\$94,795.37)
The New Contract Sum With All Approved Change Orders Will Be.....	\$1,432,446.91
Original Contract Time.....	N/A days
The Contract time Will Be (Increased) (Decreased)	
(Unchanged) By.....	N/A days
The Contract Time With All Approved Change Orders is	N/A days
The Day of Substantial Completion as of the	
Date of This Change Order Therefore is.....	N/A

RECOMMENDED

City of Olathe Public Works

Project Manager - Michael Latka

By

Date:

[Signature]
1-14-19

APPROVED

Miles Excavating

Contractor

By

Date:

[Signature]
1-14-19

APPROVED

CITY OF OLATHE, PARKS & RECREATION DIRECTOR

By:

Date:

[Signature]
Michael Meadors
January 15, 2019

By:

City Clerk

AGREEMENT TO THIS

day of

2019



CHANGE ORDER NO: 4 - FINAL

PROJECT NAME:

K-7 KLINK (Harrison St.)

CITY PROJECT NO. 3-P-001-15

Resurfacing (Hamilton Circle to Southgate St)

CONTRACT DATE: March 20, 2018

ENCUMBRANCE NO.

700836

CONTRACTOR: O'Donnell & Sons

ENGINEER: GBA

ITEM#	DESCRIPTION	BID QTY	REVISED QUANTITY	UNIT	UNIT PRICE	TOTAL
10	HMA SURFACE (SUPERPAVE)	4,124.00	4,449.00	TON	\$52.75	\$17,143.75
11	HMA SURFACE (19-A PG 82-22)	2,109.00	2,179.00	TON	\$89.00	\$6,230.00
12	HMA BASE (SUPERPAVE)	3,500.00	3,220.00	TON	\$53.25	(\$14,910.00)
15	FULL DEPTH CRACK REPAIR	493.00	0.00	SY	\$45.00	(\$22,185.00)
16	REMOVE TYPE "B" CONCRETE CURB AND GUTTER	1,939.00	2,076.00	LF	\$10.35	\$1,417.95
17	REMOVE TYPE "E" MEDIAN CURB AND GUTTER	1,614.00	670.00	LF	\$10.35	(\$9,770.40)
18	REMOVE MEDIAN PROTECTION CURB	6,081.00	7,751.00	LF	\$10.35	\$17,284.50
19	REMOVE MEDIAN NOSE	8.00	9.00	ea	\$375.00	\$375.00
20	REMOVE STAMPED MEDIAN	1,500.00	1,337.00	SY	\$12.00	(\$1,956.00)
21	REMOVE 5' CONCRETE SIDEWALK	528.00	718.50	LF	\$10.30	\$1,962.15
23	REMOVE 7" CONCRETE COMMERCIAL DRIVE	8.00	7.00	SY	\$50.00	(\$50.00)
24	REPLACE TYPE "B" CONCRETE CURB AND GUTTER	1,939.00	2,076.00	LF	\$19.70	\$2,698.90
25	REPLACE TYPE "E" MEDIAN CURB AND GUTTER	1,574.00	656.00	LF	\$19.70	(\$18,084.60)
26	REPLACE MEDIAN PROTECTION CURB	6,081.00	7,731.00	LF	\$16.75	\$27,637.50
27	REPLACE MEDIAN NOSE	8.00	9.00	ea	\$750.00	\$750.00
28	REPLACE STAMPED MEDIAN	0.00	0.00	SY	\$80.00	\$0.00
28A	REPLACE STAMPED MEDIAN (REVISED COST)	1,500.00	1,337.00	SY	\$60.00	(\$9,780.00)
29	REPLACE 5' CONCRETE SIDEWALK	386.00	1,100.50	LF	\$22.25	\$15,897.63
30A	REPLACE EXISTING CMP STORM WITH 15"	70.00	64.00	LF	\$200.00	(\$1,200.00)
30B	REPLACE EXISTING CMP STORM WITH CONC. ENCASED 8" PVC	70.00	68.00	LF	\$140.00	(\$280.00)
31	REPLACE 7" CONCRETE COMMERCIAL DRIVE	8.00	7.00	SY	\$100.00	(\$100.00)
32	INSTALL TYPE I ADA RAMP	18.00	14.00	ea	\$950.00	(\$3,800.00)
35	REMOVE AND REPLACE JUNCTION BOX	1.00	0.00	ea	\$500.00	(\$500.00)
37	INSTALL 2" CONDUIT STUB OUT	5.00	9.00	ea	\$250.00	\$1,000.00
38	INSTALL 2" CONDUIT	167.00	100.00	LF	\$80.00	(\$5,360.00)
39	INSTALL 4c #18 WIRE	4,549.00	4,357.00	LF	\$2.00	(\$384.00)
41	INSTALL 6' X 30' TRAFFIC DETECTOR LOOP	11.00	15.00	ea	\$1,100.00	\$4,400.00
42	INSTALL 6' X 40' TRAFFIC DETECTOR LOOP	3.00	0.00	ea	\$1,250.00	(\$3,750.00)
43	INSTALL 6' X 50' TRAFFIC DETECTOR LOOP	2.00	1.00	ea	\$1,750.00	(\$1,750.00)

44	4" SOLID WHITE IN-LAID COLD PLASTIC PAVEMENT MARKING (EDGE LINE)	8,705.00	8,827.00	LF	\$0.90	\$109.80
45	4" BROKEN WHITE IN-LAID COLD PLASTIC PAVEMENT MARKING (LANE LINE)	2,648.00	2,687.00	LF	\$0.90	\$35.10
46	4" SOLID YELLOW IN-LAID COLD PLASTIC PAVEMENT MARKING (LANE LINE)	1,358.00	1,348.00	LF	\$0.90	(\$9.00)
47	6" SOLID WHITE IN-LAID COLD PLASTIC PAVEMENT MARKING (LANE LINE)	5,402.00	6,606.00	LF	\$1.50	\$1,806.00
48	6" DOTTED LINE WHITE EXTENSION LINE	100.00	144.00	LF	\$1.50	\$66.00
49	12" SOLID WHITE IN-LAID COLD PLASTIC PAVEMENT MARKING (CROSSWALK LINE)	1,292.00	0.00	LF	\$3.50	(\$4,522.00)
50	12" SOLID YELLOW IN-LAID COLD PLASTIC PAVEMENT MARKING (DIAGONAL LINE)	12.00	17.00	LF	\$3.50	\$17.50
51	24" SOLID WHITE IN-LAID COLD PLASTIC PAVEMENT MARKING (STOP LINE)	591.00	540.00	LF	\$15.00	(\$765.00)
56	WORD SYMBOL WHITE IN-LAID COLD PLASTIC PAVEMENT MARKING	2.00	1.00	ea	\$250.00	(\$250.00)
61	ASPHALT INDEXING	0.00	1.00	LS	\$32,114.00	\$32,114.00

DOCUMENTS SUPPORTING THIS CHANGE ORDER ARE TO BE ATTACHED

The Original Contract Sum	\$1,354,640.70
Net change by Previous Change Orders	\$121,946.00
The Contract Sum Prior to This Change Order Was	\$1,476,586.70
Remaining Contingency	(\$60,000.00)
Total Change Order Amount	\$31,539.78
The Contract Sum Shall be (Increased) -(Decreased)	
by This Change Order.....	(\$28,460.22)
The New Contract Sum With All Approved Change Orders Will Be.....	\$1,448,126.48
Original Contract Time.....	N/A days
The Contract time Will Be (Increased) (Decreased)	
(Unchanged) By.....	N/A days
The Contract Time With All Approved Change Orders is	N/A days
The Day of Substantial Completion as of the Date of This Change Order Therefore is.....	N/A

RECOMMENDED

City of Olathe Public Works
Project Manager - Nicole Woods

By: Nicole Woods
Date: 12/31/2018

APPROVED

O'Donnell & Sons
Contractor

By: [Signature]
Date: 12/31/18

APPROVED

CITY OF OLATHE, ASSISTANT CITY ENGINEER

By: Nate Baldwin
Date: 1/11/2019

By: _____ AGREEMENT TO THIS _____ day of _____ 2019
City Clerk



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/22/2019

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger/Beth Wright

SUBJECT: Authorization of the 2019 Street Preservation Program, PN 3-P-000-19.

ITEM DESCRIPTION:

Consideration of Resolution No. 19-1007 authorizing the 2019 Street Preservation Program, PN 3-P-000-19

SUMMARY:

The 2019 Street Preservation Program will include the following projects:

151st Street Arterial Mill and Overlay Project - Ridgeview Road to OMC Access Road. The project funding consists of CIP Fund Cash and Street Maintenance Sales Tax Cash. The project will be bid and constructed along with the Ridgeview Road Intersection Improvements Project.

Lone Elm Road Arterial Mill and Overlay Project - 119th Street to the North End. The project funding consists of CIP Fund Cash and Street Maintenance Sales Tax Cash.

151st Street Arterial Mill and Overlay Project - Pflumm Road to Quivira Road. The project funding consists of CIP Fund Cash and Street Maintenance Sales Tax Cash.

Santa Fe Street Arterial Mill and Overlay Project - Parker Street to Lakeshore Drive. The project funding consists of CIP Fund Cash and Street Maintenance Sales Tax Cash.

Local & Collector Street Mill and Overlay Project - See street list exhibits and map locations. The project includes 41 streets totaling 15 lane miles. The project funding consists of G. O. Bonds, CIP Fund Cash and Street Maintenance Sales Tax Cash.

Heatherstone and Bradford Falls Local & Collector Street Mill and Overlay Project - See street list exhibits and map locations. The project includes 63 streets totaling 16 lane miles. The project funding consists of G. O. Bonds, CIP Fund Cash and Street Maintenance Sales Tax Cash.

Micro Surface Project - See street list exhibits and map locations. The project includes Type II Micro Surface on approximately 174 streets, totaling 61 lane miles. The project funding consists of CIP Fund Cash and Street Maintenance Sales Tax Cash.

Street Maintenance Curb Replacement Project - Removal and replacement of approximately 25,000 linear feet of deteriorated curb and gutter by Street Maintenance Concrete Crews in multiple locations throughout Olathe.

Street Maintenance Crack Sealing Project - Crack sealing materials for approximately 250 lane miles

MEETING DATE: 1/22/2019

to be applied by Street Maintenance Crews.

Design costs for 2020 Arterial Mill and Overlay Projects will utilize 2019 CIP Fund Cash and/or Street Maintenance Sales Tax Funds. The locations for 2020 are to be determined.

Alternate Streets are included in the Street Listings for the Local & Collector Mill and Overlay and Micro Surface Projects. The alternate streets are not included in the total number of primary streets and lane miles listed above with each project. These alternate streets are authorized for construction but not currently scheduled for construction. If upon completion of the scheduled primary streets adequate funding remains to construct some or all alternate streets, these streets may be added for construction by a change order to an existing project or bid as a separate project.

FINANCIAL IMPACT:

Funding for the 2019 Street Preservation Program, as approved in the 2019 Capital Improvement Plan, includes:

CIP Fund	\$ 2,800,000
G.O. Bonds	\$ 1,000,000
<u>Street Maintenance Sales Tax</u>	<u>\$12,750,000</u>
Total:	\$16,550,000

ACTION NEEDED:

Approval of Resolution No. 19-1007 authorizing the 2019 Street Preservation Program, PN 3-P-000-19.

ATTACHMENT(S):

- A: Resolution & Street List Exhibits
- B: Project Location Map

RESOLUTION NO. 19-1007

A RESOLUTION AUTHORIZING THE 2019 STREET PRESERVATION PROGRAM, PN 3-P-000-19.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF OLATHE, KANSAS:

SECTION ONE: Pursuant to the authority of Charter Ordinance No. 74 of the City, the Governing Body hereby authorizes the 2019 Street Preservation Program. Such program shall rehabilitate the following streets in the City of Olathe:

151st Street Arterial Mill and Overlay Project – Ridgeview Road to OMC Access Road. The project funding consists of CIP Fund Cash and Street Maintenance Sales Tax Cash. The project will be bid and constructed along with the Ridgeview Road Intersection Improvements Project.

Lone Elm Road Arterial Mill and Overlay Project – 119th Street to the North End. The project funding consists of CIP Fund Cash and Street Maintenance Sales Tax Cash.

151st Street Arterial Mill and Overlay Project – Pflumm Road to Quivira Road. The project funding consists of CIP Fund Cash and Street Maintenance Sales Tax Cash.

Santa Fe Street Arterial Mill and Overlay Project – Parker Street to Lakeshore Drive. The project funding consists of CIP Fund Cash and Street Maintenance Sales Tax Cash.

Local & Collector Street Mill and Overlay Project – See street list exhibits (**Exhibit A**). The project includes 41 streets totaling 15 lane miles. The project funding consists of General Obligation (G.O.) Bonds, CIP Fund Cash and Street Maintenance Sales Tax Cash.

Heatherstone and Bradford Falls Local & Collector Street Mill and Overlay Project – See street list exhibits (**Exhibit B**). The project includes 63 streets totaling 16 lane miles. The project funding consists of G.O. Bonds, CIP Fund Cash and Street Maintenance Sales Tax Cash.

Micro Surface Project – See street list exhibits (**Exhibit C**). The project includes Type II Micro Surface on approximately 174 streets, totaling 61 lane miles. The project funding consists of CIP Fund Cash and Street Maintenance Sales Tax Cash.

Street Maintenance Curb Replacement Project – Removal and replacement of approximately 25,000 linear feet of deteriorated curb and gutter by Street Maintenance Concrete Crews in multiple locations throughout Olathe.

Street Maintenance Crack Sealing Project – Crack sealing materials for approximately 250 lane miles to be applied by Street Maintenance Crews.

Design of 2020 Arterial Mill and Overlay Projects – Design costs for 2020 Arterial Mill and Overlay Projects will utilize 2019 CIP Fund Cash and/or Street Maintenance Sales Tax Funds. The locations for the 2020 projects are to be determined.

Alternate Streets are included in the Street Listings for the Local & Collector Mill and Overlay and Micro Surface Projects. The alternate streets are not included in the total number of primary streets and lane miles listed above with each project. These alternate streets are authorized for construction but not currently scheduled for construction.

SECTION TWO: The cost for completing the projects listed in Section One is \$16,550,000. Funds to pay for the projects shall come from the following sources:

Street Maintenance Sales Tax	\$12,750,000
CIP Fund	\$ 2,800,000
General Obligation Bonds	<u>\$ 1,000,000</u>
TOTAL	\$16,550,000

SECTION THREE: Pursuant to the authority of Charter Ordinance No. 74, the Governing Body hereby authorizes the issuance of not to exceed \$1,000,000 of general obligation bonds, all exclusive of issuance costs and interest on any temporary financing.

SECTION FOUR: The City intends to reimburse itself for capital expenditures made on or after the date which is 60 days before the date of this Resolution in connection with the project, pursuant to Treasury Regulation § 1.150-2, with the proceeds of bonds and/or notes in the maximum principal amount of \$1,000,000 exclusive of issuance costs and any interest costs for temporary financing.

SECTION FIVE: This Resolution shall take effect immediately.

ADOPTED by the Governing Body this 22nd day of January, 2019.

SIGNED by the Mayor this 22nd day of January, 2019.

Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney

**2019 LOCAL AND COLLECTOR STREET MILL AND OVERLAY PROJECT
PN 3-P-006-19**

STREET	FROM/TO
West 145th Street	Darnell to Black Bob
South Darnell Street	143rd Street to 145th Street
West 144th Terrace	Darnell to West End Cul-de-sac
South Alden Street	149th Terrace to 151st Street
West 147th Street	Black Bob to Alden
West 149th Street	Black Bob to Alden
West 149th Terrace	150th Street to Alden
West 149th Court	149th Street to East End Cul-de-sac
West 150th Street	Black Bob to 150th Place
West 150th Place	Alden to 150th Terrace
West 150th Terrace	Black Bob to 151st Street
South Alden Street	147th Street to 149th Street
West 149th Street	149th Street to North End Cul-de-sac
West 147th Street	147th Street to Northwest End Cul-de-sac
South Peppermill Court	147th Street to North End Cul-de-sac
West Peppermill Drive	Black Bob to Alden
West Peppermill Drive	Peppermill to Southeast End Cul-de-sac
East Jamestown Drive	Mur-Len to Lindenwood
East Sheridan Bridge Lane	Lindenwood to Mur-Len
East Sleepy Hollow Drive	Mur-Len to Lindenwood
East Stratford Road	Mur-Len to Lindenwood
East Sunvale Drive	Mur-Len to Lindenwood
East 144th Street	Mur-Len to Kenwood
East 144th Street	144th Street to North End Cul-de-sac
East 144th Terrace	Mur-Len to Kenwood
East Frontier Lane	Frontier to North End Cul-de-sac
East 144th Street	144th Street to North End Cul-de-sac
South Lindenwood Drive	Lindenwood to East End Cul-de-sac
South Lindenwood Drive	Lindenwood to East End Cul-de-sac
South Lindenwood Drive	Lindenwood to East End Cul-de-sac
South Lindenwood Drive	Lindenwood to East End Cul-de-sac
South Kenwood Street	Sheridan to Stratford
South Kenwood Street	Sleepy Hollow to Stratford
East Frontier Lane	Jamestown to Sleepy Hollow
South Lindenwood Drive	151st Street to 2681ft North
South Lindenwood Drive	2681 ft North of 151st Street to 143rd Street

East Frontier Lane
East Pawnee Drive
West 149th Street
South Valley Road
West 149th Street

Lindenwood to Jamestown
Lindenwood to West End Parking Lot
Lone Elm to Valley
151st Street to 149th Street
Valley to East End Dead End

2019 ALTERNATE STREETS

STREET	FROM/TO
West Sheridan Street	Parker to Troost
West Sheridan Street	Troost to Grant
South Sherman Avenue	Oak to Sheridan
South Sherman Avenue	Sheridan to Wabash
South Troost Street	Sheridan to Dennis
South Troost Street	Sheridan to Troost
West Larkspur Place	Honeysuckle to Troost
South Lee Avenue	Sheridan to Wabash
West Little Street	Grant to Lee
West Wabash Street	Troost to Grant
South Troost Street	Edgemere to Wabash
South Weaver Street	Oak to Dennis
South Weaver Street	Sheridan to Oak
South Edgemere Court	Honeysuckle to Southwest End Cul-de-sac
South Edgemere Drive	Sheridan to Edgemere Court
South Edgemere Drive	Sheridan to Wabash
South Edgemere Drive	Edgemere Court to Troost
West Oak Street	Troost to Grant
West Poor Street	Weaver to Grant
South Grant Street	Dennis to Sheridan
South Grant Street	Sheridan to Elm
South Grant Terrace	Sheridan to Grant
West Hershey Street	Troost to Lee
South Honeysuckle Drive	Sheridan to Troost
South Honeysuckle Drive	Troost to Sheridan
West 120th Terrace	Woodland to Cherry
West 121st Lane	Walnut to Woodland
West 122nd Terrace	Woodland to West End Cul-de-sac
South Cherry Lane	121st Lane to 120th Terrace
South Chestnut Street	121st Lane to 122nd Terrace
South Walnut Street	North End Cul-de-sac to South End Cul-de-sac
South Water Street	121st Lane to North End Cul-de-sac

**HEATHERSTONE AND BRADFORD FALLS
LOCAL AND COLLECTOR STREET MILL AND OVERLAY PROJECT STREETS
PN 3-P-008-19**

STREET	FROM/TO
South Shannan Lane	123rd Street to North End Dead End
West 123rd Street	Rene Street to South End Cul-de-sac
South Summit Street	123rd Street to East End Cul-de-sac
South Acuff Lane	121st Lane to North End Cul-de-sac
South Albervan Street	123rd Street to 122nd Street
South Alcan Street	122nd Street to North End Dead End
West 120th Street	Rene to Hagan
West 120th Street	123rd Street to East End Dead End
West 120th Street	120th Street to North End Cul-de-sac
West 120th Terrace	Hallet to West End Cul-de-sac
West 120th Terrace	123rd Street to West End Cul-de-sac
West 121st Street	Rene to Greenwood
West 121st Street	123rd Street to West End Cul-de-sac
West 121st Terrace	Shannan to Alcan
West 121st Terrace	Greenwood to Hagan
West 121st Terrace	Northwest End Cul-de-sac to Southeast End Cul-de-sac
West 121st Terrace	123rd Street to Northwest End Cul-de-sac
West 121st Lane	Greenwood to Acuff
West 122nd Street	Shannan to Greenwood
West 122nd Terrace	Hagan to West End Cul-de-sac
West 123rd Terrace	Gallery to West End Cul-de-sac
South Greenwood Street	Northeast End Cul-de-sac to Southwest End Cul-de-sac
West 124th Street	Gallery to West End Cul-de-sac
West 124th Terrace	Greenwood to East End Cul-de-sac
West 125th Street	Hallet to Gallery
South Summit Street	123rd Street to West End Cul-de-sac
South Hagan Street	Hagan Street to West End Cul-de-sac
West 121st Terrace	121st Terrace to South End Cul-de-sac
South Greenwood Street	Greenwood to West End Cul-de-sac
South Cottonwood Drive	119th Street to 120th Street
South Widmer Street	121st Terrace to 123rd Street
South Mullen Road	123rd Street to Shannan
South Gallery Street	125th Street to 123rd Street
South Greenwood Street	123rd Street to 125th Street
South Greenwood Street	119th Street to 123rd Street

South Hagan Street	Greenwood to Greenwood
South Hagan Street	123rd Street to North End
South Hallet Street	120th Street to 121st Street
South Hallet Street	120th Street to North End Cul-de-sac
South Hallet Street	125th Street to North End Cul-de-sac
South Rene Street	119th Street to 123rd Street
South Rene Street	Rene to Northwest End Cul-de-sac
South Summit Street	North End Cul-de-sac to South End Cul-de-sac
South Summit Street	131st Street to North End Cul-de-sac
South Summit Street	131st Street to South End Cul-de-sac
West 128th Street	Gallery to Greenwood
West 129th Street	Pflumm to Widmer
West 129th Street	Widmer to Rene
West 129th Terrace	Widmer to Northwest End Cul-de-sac
West 129th Circle	Widmer to West End Cul-de-sac
West 129th Place	129th Street to West End Cul-de-sac
West 131st Street	Pflumm to Widmer
West 127th Terrace	Gallery to West End Cul-de-sac
South Widmer Street	130th Terrace to 775' North
South Widmer Street	Widmer to West End Cul-de-sac
South Widmer Street	Widmer to Northeast End Cul-de-sac
South Widmer Street	Rene to 775' North of 130th Terrace
South Gallery Street	127th Street to 128th Street
South Hagan Street	128th Street to North End Cul-de-sac
South Hagan Street	128th to Greenwood
South Hallet Street	Gallery to Northwest End Cul-de-sac
South Hagan Court	Gallery to Northwest End Cul-de-sac
South Rene Street	127th Street to 129th Street

**2019 MAQS MICRO SURFACE PROJECT
PN 3-P-007-19**

STREET NAME	FROM/TO
South Seminole Drive	123rd Terrace to South End Cul-de-sac
South Shadow Circle	Valley Parkway to Pavement Change
South Shadow Circle	Shadow Circle to North End Cul-de-sac
South Shadow Circle	Shadow Circle to North End Cul-de-sac
South Shadow Circle	Shadow Circle to both North End Cul-de-sacs
South Shadow Circle	Shadow Circle to North End Cul-de-sac
South Shadow Circle	Shadow Circle to South End Cul-de-sac
West Sheridan Street	Hedge Lane to West End Dead End
South Stagecoach Drive	151st Street to 155th Street
East Johnston Street	Parkway to Nelson
East Johnston Circle	Nelson to East End Cul-de-sac
South Sycamore Street	123rd Street to North End Cul-de-sac
West 108th Terrace	109th Street to Northwest End Cul-de-sac
West 109th Street	Cedar Niles Circle to East End Cul-de-sac
West 109th Street	Cedar Niles Circle to West End Cul-de-sac
West 109th Terrace	Cedar Niles Circle to South End Cul-de-sac
West 110th Terrace	Cedar Niles to Southwest End Cul-de-sac
West 110th Terrace	110th Terrace to South End Cul-de-sac
West 111th Terrace	Cedar Niles Boulevard to Southwest Cul-de-sac
West 113th Terrace	Woodland to West End Cul-de-sac
West 114th Terrace	Woodland to West End Cul-de-sac
West 123rd Street	Strang Line to Arapaho
West 123rd Terrace	Arapaho to Ortega
West 124th Terrace	Blackfoot to West End Cul-de-sac
West 123rd Street	123rd Street to North End Cul-de-sac
West 123rd Street	123rd to North End Cul-de-sac
West 123rd Street	123rd to South End Cul-de-sac
West 123rd Street	123rd to South End Cul-de-sac
West 125th Street	Arapaho to West End Cul-de-sac
West 125th Street	Blackfoot to West End Cul-de-sac
West 125th Street	Black Bob to Ortega
West 123rd Street	123rd Street to North End Cul-de-sac
West 123rd Street	123rd Street to North End Cul-de-sac
West 123rd Street	123rd Street to South End Cul-de-sac
West 125th Terrace	Arapaho to East End Cul-de-sac
West 125th Terrace	Arapaho to West End Cul-de-sac

West 126th Street	Blackfoot to West End Cul-de-sac
West 126th Street	Arapaho to West End Cul-de-sac
South Arapaho Drive	127th Street to 123rd Street
West 126th Terrace	Blackfoot to West End Cul-de-sac
West 126th Terrace	Arapaho to West End Cul-de-sac
South Avalon Street	151st Street to South End Cul-de-sac
West 141st Street	Cedar Niles East End Dead End
West 141st Terrace	141st Street to Landon
West 141st Court	141st Terrace to 141st Terrace
West 142nd Court	Landon to Southeast End Cul-de-sac
West 142nd Terrace	Landon to West End Dead End
West 143rd Terrace	Quivira to West End Cul-de-sac
West 147th Street	Quivira to West End Dead End
West 146th Street	Caenen to West End Dead End
South Cedar Niles Circle	Cedar Niles to East End Cul-de-sac
West 148th Street	Quivira to East End City Limit
West 148th Street	Quivira to Rosehill
West 149th Street	Quivira to 148th Street
West 149th Street	Quivira to 148th Street
West 150th Street	Lakeshore to Lakestone
West 150th Terrace	Rosehill to Caenen
South Caenen Lane	148th Street to North Pavement Change
South Caenen Lane	146th Street to North Pavement Change
North Cooper Street	Harold to 125th Terrace
South Mesquite Street	Elm to North End Cul-de-sac
West Elm Street	Elm to North End Cul-de-sac
West 150th Circle	150th Terrace to Caenen
West 151st Street	Old 56 Highway to New Century Parkway
East 151st Terrace	Avalon to Stagecoach
East 152nd Street	Ridgeview to Avalon
East 152nd Terrace	Ridgeview to Avalon
East 153rd Street	Ridgeview to Stagecoach
East 153rd Terrace	Lindenwood to Central
East 154th Street	Ridgeview to 153rd Terrace
East 154th Terrace	Central to Lennox
East 155th Street	Stagecoach to Central
South Lennox Drive	Lennox to East End Cul-de-sac
East 154th Street	154th Street to North End Cul-de-sac
South Twilight Lane	125th Street to Ellsworth
South Stonecrest Road	Persimmon to Southwest End Dead End
South Pascal Street	141st Terrace to North End Dead End
South Landon Street	143rd to North End Dead End
South Archer Street	141st Street to North End Dead End

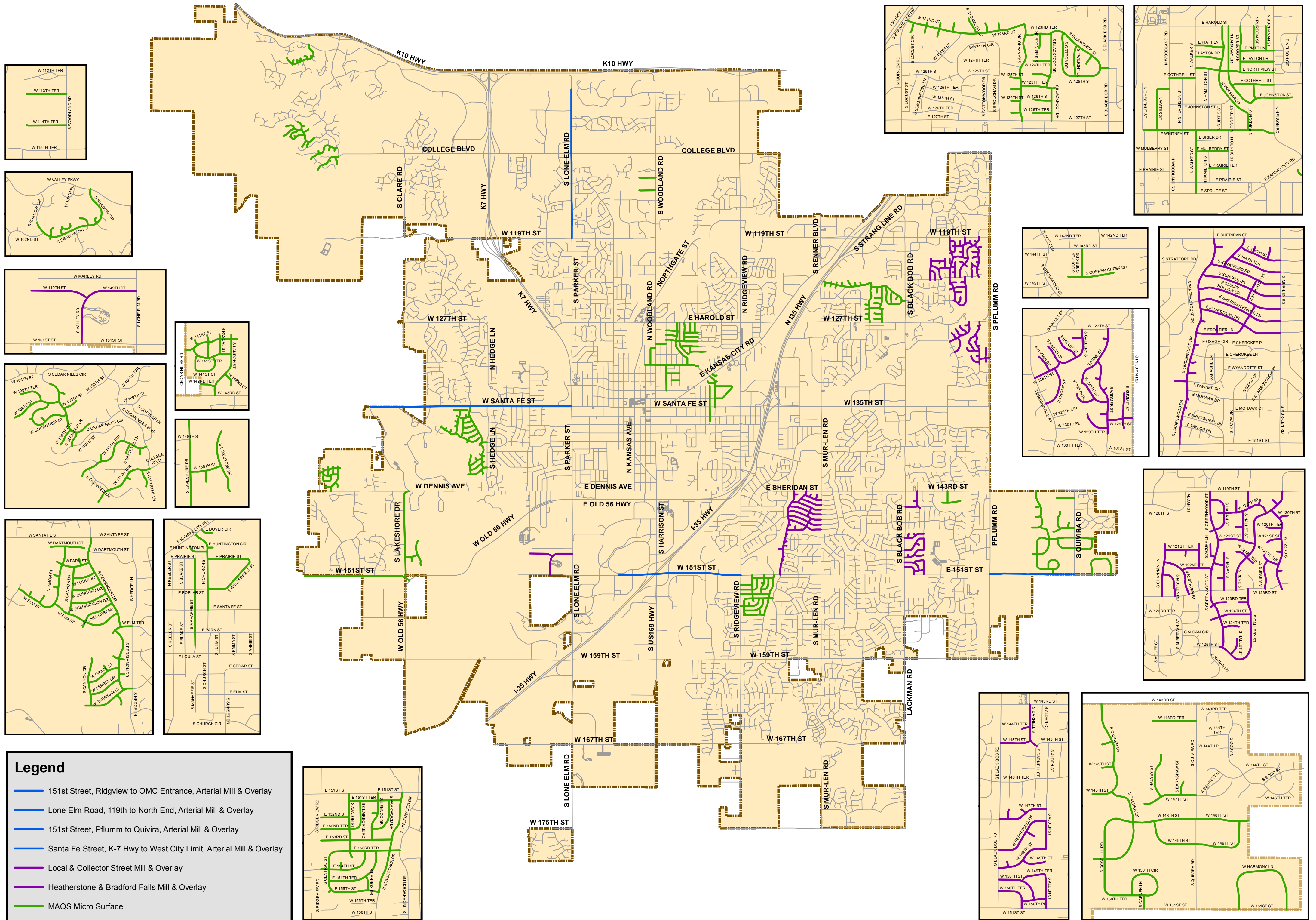
West Concord Drive	Persimmon to Canyon
West Loula Street	Persimmon to Canyon
West Park Street	Pinon to West End Dead End
West Park Street	Pinon to Canyon
West Park Street	Canyon to Park Street Cul-de-sac
West Park Street	Persimmon to Park Street Cul-de-sac
North Pinon Street	Elm to Dartmouth
West Park Street	Park to North End Cul-de-sac
West Loula Street	Persimmon to Canyon
West Concord Drive	Persimmon to Canyon
West Elm Street	Pinon to Singletree
West Dartmouth Street	Pinon to West End Dead End
West Dartmouth Street	Pinon to East End Cul-de-sac
South Blackfoot Drive	123rd Terrace to 125th Terrace
South Blackfoot Drive	127th Street to 125th Terrace
West Greentree Court	Greentree to Northwest End Cul-de-sac
West 110th Terrace	110th Terrace to North End Cul-de-sac
North Buchanan Street	Harold to Piatt
West 145th Street	Caenen to West End Cul-de-sac
North Van Mar Drive	Harold to Purdom
South Lakeshore Drive	Dennis to 151st Street
South Lakestone Court	150th Street to South End Dead End
South Lakestone Drive	North End Cul-de-sac to South End Dead End
East Layton Drive	Cooper to Nelson
East Layton Drive	Van Mar to Walker
East 154th Terrace	153rd Terrace to Lennox
South Lennox Drive	151st Street to 153rd Street
South Lennox Drive	154th Terrace to 155th Street
South Caenen Lane	Rosehill to West End Dead End
South Caenen Lane	Rosehill to 148th Street
South Caenen Lane	146th Street to South Pavement Change
South Caenen Lane	143rd Street to South Pavement Change
South Caenen Lane	150th Terrace to 151st Street
South Caenen Lane	Caenen to West End Cul-de-sac
South Cedar Niles Circle	South of 108th Street to East of Glenview Lane
South Central Street	153rd Terrace to 155th Street
South Persimmon Drive	Persimmon to East End Cul-de-sac
South Persimmon Drive	Persimmon to West End Cul-de-sac
South Persimmon Drive	Persimmon Drive to East End Cul-de-sac
West Grace Street	Grace to Northwest End Cul-de-sac
North Church Street	Santa Fe to Kansas City Road
South Clairborne Road	151st Terrace to Avalon
North Cooper Street	Northview to Harold

South Copper Creek Drive	143rd Street to Copper Creek Drive
South Copper Creek Drive	East End Cul-de-sac to West End Cul-de-sac
East Cothrell Street	Nelson to Parkway Drive
East Cothrell Street	Walker to Woodland
North Walker Street	Whitney to Spruce
North Walker Street	Woodland to Whitney
East Westerfield Place	Poplar to Prairie
East Whitney Street	Woodland to Chestnut
East Whitney Street	Woodland to Nelson
South Whitetail Lane	110th Terrace to Southwest End Cul-de-sac
South Whitetail Lane	111th Terrace to South End Cul-de-sac
North Mahaffie Street	Santa Fe to Prairie
South Mahaffie Street	Santa Fe to South Pavement Change
East Mulberry Street	Walker to Curtis
East Dover Circle	Kansas City Road to Southeast End Cul-de-sac
South Earnshaw Street	147th Street to North End Dead End
East Northview Street	Nelson to Walker
West Ellsworth Court	Ellsworth to Southwest End Cul-de-sac
South Ellsworth Street	Ortega to 125th Street
West Elm Street	Persimmon to West End Dead End
West Elm Terrace	Hedge to Southwest End Dead End
South Canyon Drive	Pavement Change North of Concord to North End
South Canyon Drive	Elm to North End Dead End
South Canyon Drive	Sheridan to North End Cul-de-sac
South Ortega Drive	125th Street to Elsworth
West Ferrel Drive	Persimmon to Canyon
West Fredrickson Drive	Persimmon to Canyon
North Parkway Drive	Harold to Johnston
South Parkwood Drive	151st Terrace to Lennox
South Persimmon Drive	Santa Fe to Persimmon
East Piatt Lane	Walker to Van Mar
East Piatt Lane	Cooper to Nelson
East Poplar Street	Church to Westerfield
East Prairie Street	Church to Westerfield
East Prairie Terrace	Hamilton to Curtis
North Purdom Street	Whitney to Van Mar
North Purdom Street	Harold to Piatt
North Purdom Street	Cothrell to Johnston
South Persimmon Drive	Persimmon to Elm
South Persimmon Drive	Sheridan to Elm Terrace
South Persimmon Drive	Sheridan to South End Cul-de-sac
South Glenview Lane	110th Street to Cedar Niles
West Grace Street	Persimmon to Canyon

West Greentree Court	Cedar Niles Circle to 109th Street
South Halsey Street	147th Street to North End Dead End
West Harmony Lane	151st Street to 151st Street
East Huntington Circle	Church to East End Cul-de-sac
East Huntington Place	Church to Northwest End Cul-de-sac
South Rosehill Road	150th Terrace to 148th Street
South Inverness Street	141st Street to North End Cul-de-sac
South Inverness Street	141st Street to 141st Terrace
South Shadow Circle	North Pavement Change to South Pavement Change

**2019 MAQS MICRO SURFACE PROJECT, PN 3-P-007-19
ALTERNATE STREETS**

STREET NAME	FROM/TO
South Summertree Circle	124th Street to North End Cul-de-sac
South Summertree Lane	125th Street to 126th Terrace
South Sycamore Street	125th Street to 127th Street
West 124th Street	Mur-Len to 123rd Street
West 124th Terrace	Arapaho to West End Cul-de-sac
West 124th Circle	Sycamore to Brougham
West 124th Circle	124th Circle to South End Cul-de-sac
West 124th Circle	124th Circle to South End Cul-de-sac
West 125th Street	Mur-Len to Sycamore
West 125th Street	Sycamore to Brougham
West 125th Circle	125th Street to North End Cul-de-sac
West 125th Terrace	Sycamore to East End Cul-de-sac
West 125th Terrace	Sycamore to Summertree
West 125th Place	Sycamore to Cottonwood
West 125th Court	North End Cul-de-sac to South End Cul-de-sac
West 126th Street	Brougham to Sycamore
West 126th Street	Sycamore to Summertree
West 126th Terrace	Mur-Len to Sycamore
South Brougham Drive	124th Terrace to 127th Street
South Locust Circle	124th Street to North End Cul-de-sac
South Locust Street	125th Street to 126th Terrace
South Cottonwood Drive	125th Street to 126th Street
South Sycamore Street	125th Street to 124th Terrace





City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/22/2019

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger/Beth Wright

SUBJECT: Authorization of the 2019 Traffic Signals Project, PN 3-TS-000-19.

ITEM DESCRIPTION:

Consideration of Resolution No. 19-1008 authorizing the 2019 Traffic Signals Project, PN 3-TS-000-19

SUMMARY:

This annual project is in place to install new traffic signals or to replace existing traffic signals that have been identified through an inspection process to be in poor condition or beyond their useful life. This project also includes the replacement of traffic signal LED indicators over a 3-year period (2018-2020).

This project includes the replacement of the existing traffic signal at the 151st Street and Lennox Drive, installation of a new traffic signal at the intersection of 175th Street and Lone Elm Road, and replacement of traffic signal LED indicators. Installation or replacement of traffic signal conduits, controllers, control boxes, mast arms, poles, attached equipment and other necessary equipment may be included at additional locations to address modifications needed to improve traffic flow and operations.

The traffic signal at the intersections of 151st Street and Lennox Drive was installed in 1980 and is at the end of its useful life of 25 to 30 years. This signal has conduits and poles in poor condition and mast arms with wear due to fatigue. The proposed traffic signal at 175th Street and Lone Elm Road is a new signal and meets traffic signal warrants due to traffic volumes and crash history. Both projects include installation or replacement of the traffic signal conduits, controllers, control boxes, mast arms, poles, and attached equipment.

The LED indicators are present at 122 intersections and were originally installed in 2007. The indicators are already well past their 5-year warranty period and are at the end of their useful life of 8-10 years.

The estimated cost for this project is \$620,000. Costs may include design, survey, staff time, inspection services, construction, and materials.

Construction of the 151st Street and Lennox Drive signal is tentatively scheduled to begin in Summer 2019. Design for the 175th Street and Lone Elm Road signal is scheduled to be completed in 2019 and tentatively scheduled for construction in 2020.

FINANCIAL IMPACT:

MEETING DATE: 1/22/2019

Funding for the 2019 Traffic Signals Project, as approved in the 2019 Capital Improvement Plan, includes:

<u>GO Bonds</u>	<u>\$620,000</u>
Total	\$620,000

ACTION NEEDED:

Approval of Resolution No. 19-1008 authorizing the 2019 Traffic Signals Project, PN 3-TS-000-19.

ATTACHMENT(S):

- A: Resolution No. 19-1008
- B: Project Fact Sheet
- C: Project Location Map

RESOLUTION NO. 19-1008

A RESOLUTION AUTHORIZING THE 2019 TRAFFIC SIGNAL PROJECT; PN 3-TS-000-19.

WHEREAS, Article 12, Section 5 of the Constitution of the State of Kansas and Charter Ordinance No. 74 of the City of Olathe, Kansas ("City"), authorize the Governing Body of the City to make a variety of improvements as further described in Charter Ordinance No. 74 and to issue its general obligation bonds or other obligations of the City for the same; and

WHEREAS, the Governing Body of the City deems it necessary to authorize the improvements to the intersections at 151st Street & Lennox Drive and 175th Street & Lone Elm Road in the City; and

WHEREAS, the Governing Body of the City deems it necessary to authorize certain other improvements for the improvement of traffic flow and operations, including traffic signal equipment installations and replacements, as more fully described herein.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF OLATHE, KANSAS:

SECTION ONE: Pursuant to Charter Ordinance No. 74, the Governing Body hereby authorizes the improvement of the intersections at 151st Street & Lennox Drive and 175th Street & Lone Elm Road, PN 3-TS-000-19 (the "Project"). Said Project includes replacement of the traffic signal at 151st Street & Lennox Drive, installation of a new traffic signal at the intersection of 175th Street & Lone Elm Road, and replacement of traffic signal LED indicators at various locations throughout the City. The Project includes replacement of the traffic signal conduits, controllers, control boxes, mast arms, poles, and attached equipment, sidewalk modifications, sidewalk ramps, and such other necessary work as is needed to complete the Project.

SECTION TWO: Pursuant to Charter Ordinance No. 74, the Governing Body hereby authorizes the installation or replacement of traffic signal conduits, controllers, control boxes, mast arms, poles, attached equipment and other necessary equipment at additional locations in the City (the "Additional Locations") to address modifications needed to improve traffic flow and operations.

SECTION THREE: The cost of the Project and the Additional Locations shall not exceed \$620,000, exclusive of issuance costs and interest costs for temporary financing. The funds to pay for the Project and the Additional Locations shall come from the issuance of general obligation bonds and/or notes.

SECTION FOUR: The City intends to reimburse itself for capital expenditures made on or after the date which is 60 days before the date of this Resolution in

connection with the Project and the Additional Locations, pursuant to Treasury Regulation § 1.150-2, with the proceeds of bonds and/or notes in the maximum principal amount of \$620,000 exclusive of issuance costs and any interest costs for temporary financing.

SECTION FIVE: This Resolution shall take effect immediately.

ADOPTED by the Governing Body this 22nd day of January, 2019.

SIGNED by the Mayor this 22nd day of January, 2019.

Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney



Project Fact Sheet
Traffic Signals
3-TS-000-19
January 22, 2019

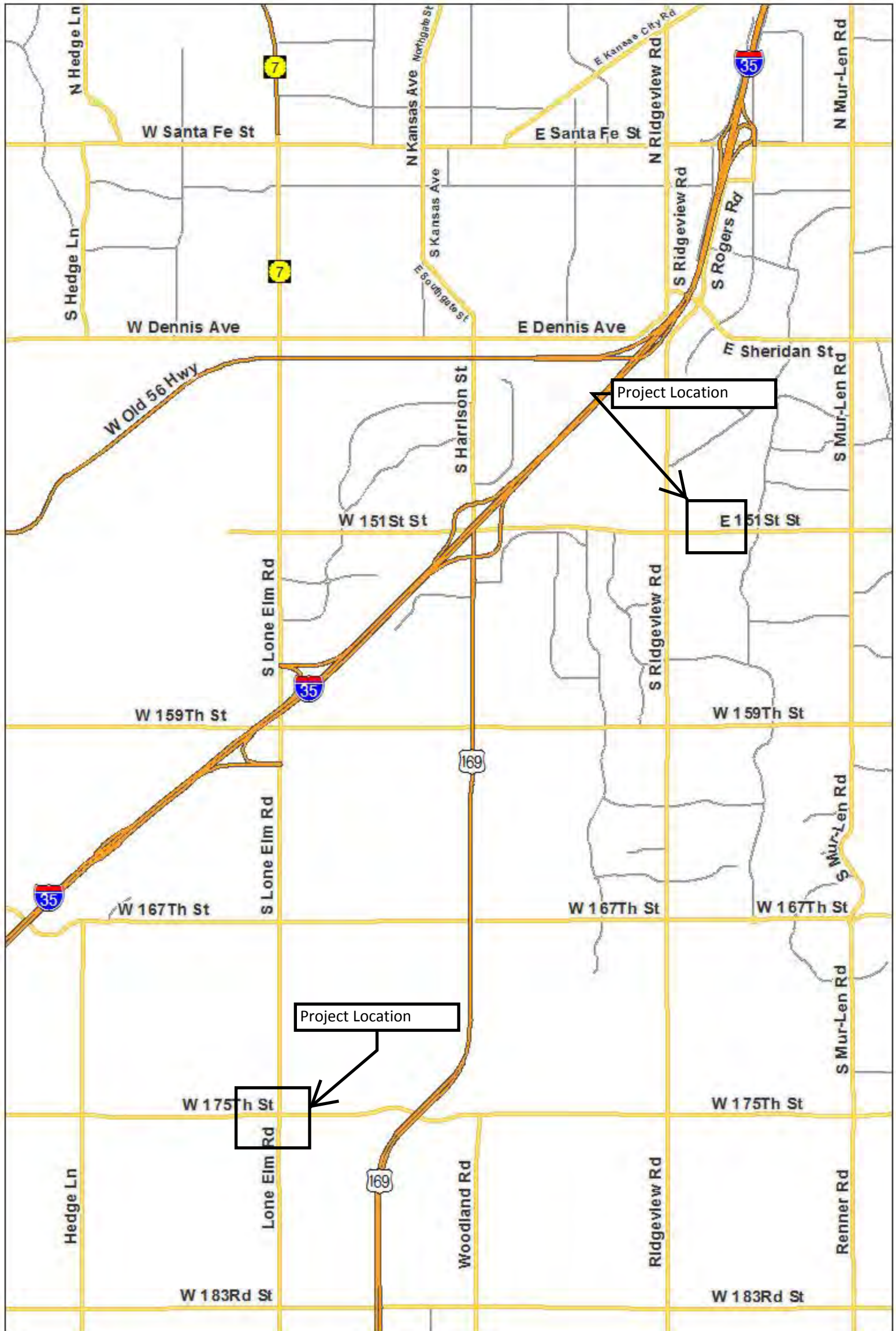
Project Manager: Beth Wright / Chet Belcher

Description: This annual project is in place to install new traffic signals or replace traffic signals that have been identified through an inspection process to be in poor condition or beyond their useful life. This project also includes the replacement of traffic signal LED indicators over a 3-year period (2018-2020).

Justification: This project is proposed to address the need to replace the aging traffic signals and the need for new traffic signals.

Schedule (151st & Lennox):	Item	Date
Design:	Land Acquisition	Complete
	Final Design	Complete
	Utility Relocations	Complete
Construction:	Contract Award	March 2018 – Estimate
	Completion	September 2018 – Estimate
Council Actions:	Date	Amount
Project Authorization	1/22/2019	\$620,000
Funding Sources:	Amount	CIP Year
GO Bonds	\$620,000	2019
Expenditures:	Budget	Amount Olathe Spent to Date
Staff Costs	\$10,000	\$0
LED Lights	\$70,000	\$0
Construction	\$350,000	\$0
Design	\$130,000	\$0
Inspection	\$40,000	\$0
Contingency	\$20,000	\$0
Total	\$620,000	\$0

151st and Lennox & 175th and Lone Elm
2019 Traffic Signal Project
PN 3-TS-000-19
Project Location Map





City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/22/2019

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger/Beth Wright

SUBJECT: Authorization of the Ridgeview, 143rd to 151st, Improvements Project, PN 3-C-058-19.

ITEM DESCRIPTION:

Consideration of Resolution No. 19-1009 authorizing the Ridgeview, 143rd to 151st, Improvements Project, PN 3-C-058-19

SUMMARY:

This project is needed to address safety and capacity concerns in the area, especially in the AM peak hour when it is difficult for residents to make left turns out of their subdivisions.

This project will improve Ridgeview Road from 143rd Street to 151st Street including geometric improvements at various intersections along the corridor. Improvements will include pavement construction, bike lanes, curb and gutter, sidewalk and sidepath, storm sewer and waterline.

The estimated cost for this project is \$9,935,000. This includes preliminary and final design, utility relocation, survey, staff time, construction, construction inspection and land acquisition.

This project is tentatively scheduled for design in 2019, land acquisition in 2019/2020, utility relocations in 2020 and construction in 2021.

FINANCIAL IMPACT:

Funding for the Ridgeview, 143rd to 151st, Improvements Project, as approved in the 2019 Capital Improvement Plan, includes:

CARS	\$1,840,000
GO Bonds	\$6,095,000
<u>Street Excise Tax</u>	<u>\$2,000,000</u>
Total	\$9,935,000

ACTION NEEDED:

Approval of Resolution No. 19-1009 authorizing the Ridgeview, 143rd to 151st, Improvements Project, PN 3-C-058-19.

ATTACHMENT(S):

- A: Resolution
 - B: Project Fact Sheet
 - C: Project Location Map
-

RESOLUTION NO. 19-1009**A RESOLUTION AUTHORIZING THE RIDGEVIEW, 143RD TO 151ST, IMPROVEMENTS PROJECT, PN 3-C-058-19.**

WHEREAS, the City of Olathe, Kansas ("City") has by appropriate proceedings hereto had, designated and established certain streets in the City as main trafficways under the authority of K.S.A. 12-685 *et seq.* (the "Act"); and

WHEREAS, the City has the authority under the Act to improve main trafficways located in the City and issue its general obligation bonds to pay the costs thereof; and

WHEREAS, Ridgeview Road in the City has been designated as a main trafficway pursuant to Section 10.10.010 of the Olathe Municipal Code and the Act; and

WHEREAS, the Governing Body of the City deems it necessary to authorize the improvements to Ridgeview Road in the City.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF OLATHE, KANSAS:

SECTION ONE: Pursuant to the Act, the Governing Body hereby authorizes the Ridgeview, 143rd to 151st, Improvements Project; PN 3-C-058-19 (the "Project"). Said Project will improve Ridgeview Road from 143rd Street to 151st Street including geometric improvements at various intersections along the corridor. Said Project will include pavement construction, bike lanes, curb and gutter, sidewalk and sidepath, storm sewer, waterline, and all other work necessary to complete the Project.

SECTION TWO: The cost of the Project shall not exceed \$9,935,000, exclusive of issuance and interest costs for temporary financing. The funds to pay for the Project shall come from the following sources:

CARS	\$1,840,000
General Obligation Bonds	\$6,095,000
Street Excise Tax	<u>\$2,000,000</u>
TOTAL	\$9,935,000

Included in the Project costs are preliminary and final design, utility relocation, survey, staff time, construction, construction inspection, land acquisition, and such other necessary work to complete the Project.

SECTION THREE: The City intends to reimburse itself for capital expenditures made on or after the date which is 60 days before the date of this Resolution in connection with the Project, pursuant to Treasury Regulation § 1.150-2, with the proceeds of bonds

and/or notes in the maximum principal amount of \$6,095,000 exclusive of issuance costs and any interest costs for temporary financing.

SECTION FOUR: This Resolution shall take effect immediately.

ADOPTED by the Governing Body this 22nd day of January, 2019.

SIGNED by the Mayor this 22nd day of January, 2019.

Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney



Project Fact Sheet
Ridgeview, 143rd to 151st, Improvements Project
PN 3-C-058-19
January 22, 2019

Project Manager: Beth Wright / Aaron Wasko

Description: This project will improve Ridgeview Road from 143rd Street to 151st Street including geometric improvements at various intersections along the corridor. Improvements will include pavement construction, bike lanes, curb and gutter, sidewalk and sidepath, storm sewer and waterline.

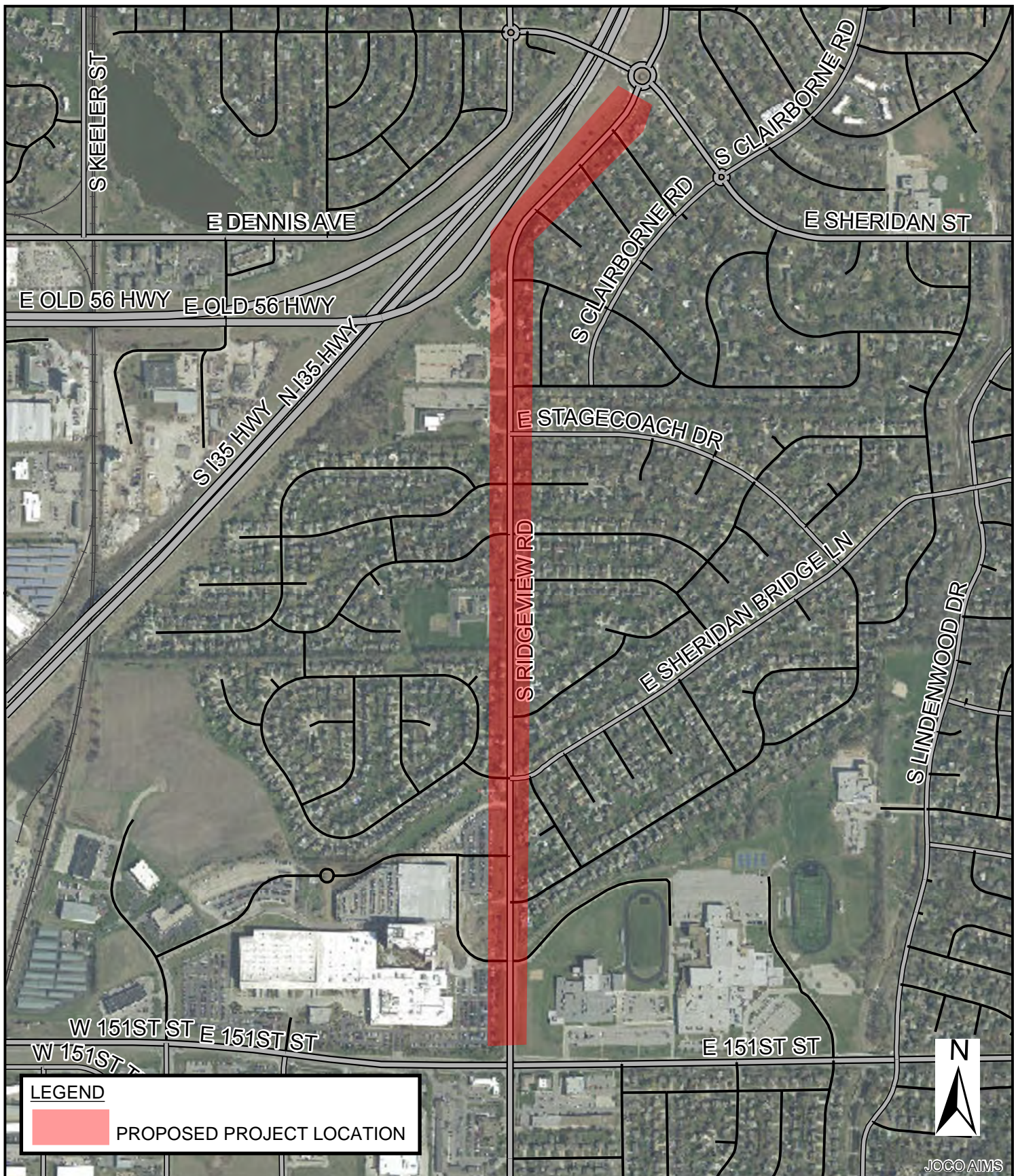
Justification: This project is needed to address safety and capacity concerns in the area, especially in the AM peak hour when it is difficult for residents to make left turns out of their subdivisions.

Schedule:	Item	Date
Design:	RFQ	11/5/2018
	Consultant Selection	12/14/2018
Utility Relocation:		02/01/2020 - Estimated
Construction:		01/02/2021 - Estimated
Council Actions:	Date	Amount
Project Authorization	1/22/2019	\$9,935,000
Professional Services Agreement	1/22/2019	\$171,077
Funding Sources:	Amount	CIP Year
CARS	\$1,840,000	2021
GO Bonds	\$6,095,000	2022
Street Excise Tax	\$2,000,000	2021
Expenditures:	Budget	Amount to Date
Design	\$ 750,000	\$0
Land Acquisition	\$ 725,000	\$0
Utilities	\$1,125,000	\$0
Construction	\$5,690,000	\$0
Staff Time	\$ 145,000	\$0
Inspection	\$ 100,000	\$0
<u>Contingency</u>	<u>\$1,400,000</u>	<u>\$0</u>
Total	\$9,935,000	\$0

Ridgeview, 143rd to 151st, Improvements Project

3-C-058-19

Project Location Map





City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/22/2019

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger/Beth Wright

SUBJECT: Contract with TranSystems Corporation for design of the Ridgeview, 143rd to 151st, Improvements Project, PN 3-C-058-19.

ITEM DESCRIPTION:

Consideration of a Professional Services Agreement with TranSystems Corporation for design of the Ridgeview, 143rd to 151st, Improvements Project, PN 3-C-058-19.

SUMMARY:

This project is needed to address safety and capacity concerns in the area, especially in the AM peak hour when it is difficult for residents to make left turns out of their subdivisions.

This project will improve Ridgeview Road from 143rd Street to 151st Street including geometric improvements at various intersections along the corridor. Improvements will include pavement construction, bike lanes, curb and gutter, sidewalk and sidepath, storm sewer and waterline.

A Request for Qualifications for this project was issued on November 5, 2018. Nine (9) firms responded to this request and TranSystems Corporation (TranSystems) was selected based on the submitted qualifications. The proposed agreement with TranSystems includes a capacity and access evaluation to determine exact needs for the corridor. Along with this evaluation, surveying and preliminary engineering will be completed to determine final scope and fee for the proposed improvement. After the final scope and fee has been determined, staff will return to City Council for consideration of a Supplemental Agreement. The total cost of this agreement is \$171,077.

This project is tentatively scheduled for design in 2019, land acquisition in 2019/2020, utility relocations in 2020 and construction in 2021.

FINANCIAL IMPACT:

Funding for the Ridgeview, 143rd to 151st, Improvements Project, as approved in the 2019 Capital Improvement Plan, includes:

CARS	\$1,840,000
GO Bonds	\$6,095,000
<u>Street Excise Tax</u>	<u>\$2,000,000</u>
Total	\$9,935,000

ACTION NEEDED:

Approval of a Professional Services Agreement with TranSystems Corporation for design of the

MEETING DATE: 1/22/2019

Ridgeview, 143rd to 151st, Improvements Project, PN 3-C-058-19.

ATTACHMENT(S):

A: Professional Services Agreement

B: Project Fact Sheet

C: Project Location Map

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:

Ridgeview, 143rd to 151st, Improvements Project
Project No. 3-C-058-19

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 one hundred seventy-one thousand seventy-seven dollars and zero cents (\$171,077.00), 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.

2. Reimbursable Expenses: Consultant will be reimbursed at the actual cost, not to exceed a total expense of three thousand seven hundred eighty dollars and zero cents (\$3,780.00) for the following expenses related only to the Project: (a) expense of transportation in connection with the Project; (b) expenses in connection with authorized out-of-town travel; (c) long-distance communications; (d) expenses of printing and reproductions; (e) postage and facsimile transmissions; (f) expenses of renderings and models requested by City, and (g) other costs as authorized by City in writing as set forth herein.

B. SERVICES BEYOND THE SCOPE OF SERVICES

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

Consultant will not be paid extra by City if Consultant's appearance is to defend its Professional Services.

C. BILLING & PAYMENT

1. Billing: Consultant may bill City monthly for completed Professional Services, including reimbursable expenses. The bill submitted by Consultant must itemize the Professional Services and reimbursable expenses for which payment is requested. City agrees to pay Consultant within thirty (30) days of approval by the Governing Body or other agent of City in accordance with the City's Procurement Policy.
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 May 17, 2019.

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 and D**, 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.

B. 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: Robert J. Miller. As principal on this Project, this person will be the primary contact with the City's Project Manager and will have authority to bind Consultant. So long as the individual named above remains actively employed or retained by Consultant, such individual will perform the function of principal on this Project. For the Professional Services rendered hereunder, Consultant, and any of its subcontractors, will employ engineers, architects, landscape architects, and surveyors licensed by the Kansas State Board of Technical Professions.
2. Service By and Payment to Others: Any services authorized in writing by City and performed by any party other than Consultant or its subcontractors (a "Third Party") in connection with the proposed Project will be contracted for and paid for by City. In addition to payments for the Third Party's professional services, this may also include necessary permits, licenses, ownership certifications, materials testing, advertising costs, and other special tests or other services required or requested by City or Consultant which are not defined within the scope of services of Consultant as set forth herein. Fees for such extra services will be subject to negotiation between City and the Third Party. Fees will be approved by City in writing prior to the execution of any extra services. Although Consultant may assist City in procuring such services of Third Parties, Consultant will in no way be liable to either City or such Third Parties in any manner whatsoever for such services or for payment thereof.
3. Subcontracting or Assignment of Services: Consultant may not subcontract or assign any of the Professional Services to be performed under this Agreement without first obtaining the written approval of City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge Consultant from any obligation under this Agreement. Any person or firm proposed for subcontracting Professional Services under this Agreement will maintain throughout the duration of the

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

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

SECTION IV - CITY OF OLATHE'S RESPONSIBILITIES

A. COMMUNICATION

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

B. ACCESS

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

C. DUTIES

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

D. PROGRAM AND BUDGET

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

E. ADMINISTRATIVE SERVICES

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

F. BOND FORMS

City will furnish all bond forms required for the Project.

G. PROJECT REPRESENTATIVE

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

SECTION V - GENERAL PROVISIONS

A. TERMINATION

1. Notice: City reserves the right to terminate this Agreement for either cause (due to Consultant's failure to substantially perform its obligations hereunder) or for its convenience and without cause or default on the part of Consultant, by providing fifteen (15) days' written notice of such termination to Consultant. Upon receipt of such notice from City, Consultant will, at City's option as contained in the notice: (1) immediately cease all Professional Services; or (2) meet with City and, subject to City's approval, determine what Professional Services will be required of Consultant in order to bring the Project to a reasonable termination in accordance with the request of City. Consultant will also provide to City copies of all drawings and documents completed or partially completed at the date of termination for which Consultant has been fully paid. If City defaults on its obligations under this Agreement, (due to City's failure to

substantially perform its obligations under this Agreement), Consultant must notify City by written notice of its intent to terminate and City will have fifteen (15) days from the date of the notice to cure or to submit a plan for cure acceptable to Consultant. In no event may Consultant terminate the contract solely for its convenience without cause.

Address for Notice:

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

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

E. INDEMNITY

1. Loss: For purposes of indemnification requirements, the term "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with the performance of this Agreement.
2. Indemnification and Hold Harmless: For purposes of this Agreement, Consultant agrees to indemnify, defend and hold harmless City and its agents from any and all Loss where Loss is caused or incurred as a result of the intentional misconduct, recklessness, negligence, or other actionable fault of Consultant or its subcontractors.
3. Comparative Fault & Contributory Negligence: It is a specific element of consideration of this Agreement that the indemnity in Section V.E.2 will apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of City or any Third Party and, further notwithstanding any theory of law including, but not limited to, a characterization of City's or any Third Party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that Consultant's obligation hereunder will not include amounts attributable to the fault or negligence of City or any Third Party for whom Consultant is not responsible.
4. Damage Limitations: The indemnification obligation contained in this Agreement will not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for Consultant or its subcontractors, by the minimum insurance required by this Agreement, nor under workers' compensation acts, disability benefit acts, or other employee benefit acts.
5. Negligence by the City: Consultant is not required hereunder to defend City or its agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence.

F. AFFIRMATIVE ACTION/OTHER LAWS

1. Kansas Act Against Discrimination: During the performance of this Agreement, Consultant agrees that:
 - a. Consultant will observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, gender, disability, national origin, ancestry, or age;

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

G. ENTIRE AGREEMENT

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

H. APPLICABLE LAW, JURISDICTION, AND VENUE

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

I. NO THIRD-PARTY BENEFICIARIES

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

J. INDEPENDENT CONTRACTOR

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

K. DELIVERABLES

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

L. COVENANT AGAINST CONTINGENT FEES

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

M. 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 G**).

N. 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.

O. 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.

P. 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.]

Q. EXECUTION OF CONTRACT

The parties hereto have caused this Agreement to be executed this ____ day of _____ 201__.

CITY OF OLATHE, KANSAS

By: _____
Michael E. Copeland, Mayor

ATTEST:

City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney/Deputy City Attorney/
Assistant City Attorney

TranSystems Corporation

By: _____
Robert J. Miller, P.E.
Vice President
2400 Pershing Road, Suite 400
Kansas City, MO 64108

**TABLE OF CONTENTS
OF EXHIBITS**

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

EXHIBIT A
Description of Project & Map

The project includes preliminary survey, traffic analysis and study, concept design and project administration tasks for improvements to Ridgeview Road from 143rd Street to 151st Street.

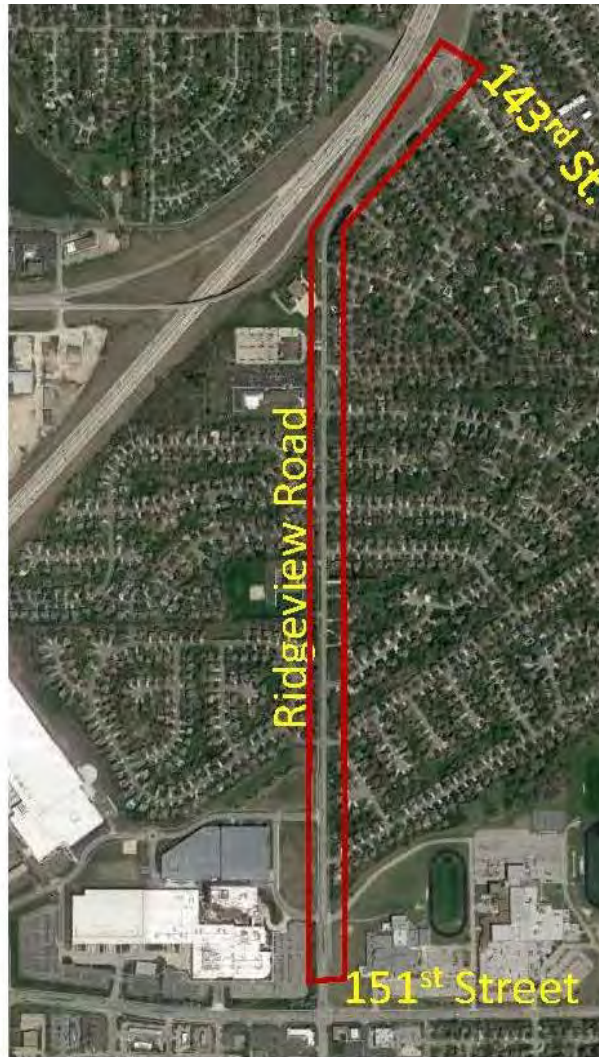


EXHIBIT B

Scope of Services

This scope of services will detail the services through concept phase including establishment of the typical section, intersection control, and lane configuration. Bike lanes will be included on the roadway and sidewalks and side paths will be part of the typical section. The scope also includes topographic survey sufficient to support preliminary and final design. It is anticipated a supplemental scope of services and contract modification will be developed to complete preliminary design, final design, bidding, and construction phase services.

Concept Phase

Task 100 – Surveys

100. TranSystems will contract with Westwood for surveying services. Westwood will perform field surveys including establishing horizontal and vertical control, benchmarks, field located utilities, and full topographic survey. See Westwood's attached Scope of Services for additional details and assumptions.

Task 200 – Traffic Study

200. Collect 24-hour traffic volume, speed, and classification counts at up to three (3) locations along Ridgeview Road during a typical weekday.
201. Collect peak hour turning-movement counts at up to eight intersections (8) along Ridgeview Road. Counts will be conducted on a typical weekday between 7:00 and 9:00 am, and between 4:00 and 6:00 pm. At a minimum, the following intersections will be counted:
- 1) Ridgeview Road and Garmin south driveway/school access road
 - 2) Ridgeview Road and Garmin north driveway (Garmin Way)
 - 3) Ridgeview Road and Sheridan Bridge Lane
 - 4) Ridgeview Road and Frontier Lane
 - 5) Ridgeview Road and Butterfield Place
 - 6) Ridgeview Road and Stagecoach Drive
 - 7) Ridgeview Road and Sunvale Drive
 - 8) Ridgeview Road and Sheridan Street/Rogers Road (roundabout)
202. Collect Origin-Destination data during the peak hours of a typical weekday to determine the volume of traffic that travels on Ridgeview Road between the Garmin driveways and Church Street, north of Old 56 Highway. This volume of traffic is anticipated to use the new Mahaffie connection, once completed.
203. Contact Garmin's facilities manager to determine employment statistics for the Garmin campus at the time of this traffic study. Statistics may include total number of employees, shift times, truck loading/unloading, anticipated growth, and home zip code

data.

204. Contact the Olathe School District to determine enrollment statistics for Olathe South High School and Indian Trails Junior High School. Statistics may include current enrollment, historical enrollment, projections for future enrollment, school boundaries, and school bus routing.
205. Update the land use data in the Olathe Travel Demand Model with the information from Garmin and the Olathe School District. Create a new link in the model to represent the Mahaffie connection from Garmin to Old 56 Highway. Execute the existing and future model scenarios to determine the future growth projected on Ridgeview Road.
206. Project future traffic volumes for Ridgeview Road based on the data collected and the outputs of the Olathe Travel Demand Model.
207. Review crash reports for Ridgeview Road from the previous five (5) years from 151st Street to Sheridan Street. Determine if any crash patterns or tendencies are evident from the information provided.
208. Evaluate the lane usage in relation to traffic volumes at the Ridgeview Road and Sheridan Street/Rogers Road roundabout. Determine if changes could be made to simplify lane usage by eliminating the dual through lane configuration.
209. Attend one (1) progress meeting with City staff to review the data collected, the future traffic volume projections, and discuss roadway improvement scenarios.
210. Develop up to four (4) roadway improvement scenarios to be analyzed. Improvement scenarios could include the following:
 - 1) 5-Lane Section
 - 2) 3-Lane Section
 - 3) 3-Lane Section with Roundabouts
 - 4) 2-Lane Divided Section with Roundabouts and Raised Medians
211. Use the Synchro and Sidra analysis programs to evaluate the study intersections for existing and future traffic volumes for each of the different improvement scenarios.
212. Develop preliminary recommendations for the number of through lanes needed on Ridgeview Road. Recommendations will be based on the existing and future operational characteristics of the scenarios evaluated.
213. Develop preliminary recommendations for the form of intersection traffic controls and the need for turn lanes at intersections along the study corridor.
214. Attend one (1) progress meeting with City staff to discuss the results of the

analysis.

- 215. Address City staff review comments and revise analysis for preferred improvement scenario.
- 216. Develop conceptual horizontal layout for preferred typical section.
- 217. Prepare traffic study to document the data collected, analysis, results, and recommendations.
- 218. Attend one (1) progress meeting with City staff to review traffic study and conceptual horizontal layout.
- 219. Refine traffic study based on City input.
- 220. Refine conceptual horizontal layout based on City input.
- 221. Submit traffic study and conceptual horizontal layout.
- 222. Project Management including budget set-up and tracking, scheduling, and invoice preparation.

Task 300 – Conceptual Design

- 300. The purpose of this task is to begin preliminary design while the contract supplement is being executed for preliminary design, final design, bidding, and construction phase services.

Schedule

It is assumed concept design will begin in January 2019 and be completed in April 2019.

Assumptions

- 1. The City will provide AIMS mapping and aerial photography.
- 2. The City will provide GIS information (storm, street lights, etc.), and crash reports.
- 3. Community Involvement - It is assumed that there will be no public meeting(s) during the concept phase of the project.
- 4. This scope does not include any preliminary or final design services such as, but not limited to field check plans, right-of-way plans, legal descriptions, final plans, specifications, traffic control design or plans, street lighting design or plans, traffic signal design or plans, storm sewer design or plans, and landscape design or plans. It is assumed these services will be added through a contract amendment once the concept phase has identified the scope of the project.
- 5. Bidding and construction services will be added as part of the contract amendment.
- 6. Other items excluded from the scope of services includes Ownership and Encumbrance (O&E) reports, geotechnical investigation, pavement design, environmental investigation, SWPPP, retaining walls, utility potholing, and utility relocation design or plans.
- 7.



A PROPOSAL FOR
TRANSYSTEMS

**S. Ridgeview Road Improvements
Olathe, Johnson County, KS**

JANUARY 09, 2019

Better people. Better results.

Prepared For:
TranSystems

Prepared By:

Westwood

January 09 27, 2018

Bob Miller, PE
TranSystems
2400 Pershing Road, Suite 400
Kansas City, MO 64108

Re: South Ridgeview Road Improvements
Westwood Project 0021289.00

Bob,

Thank you for inviting Westwood to propose survey services in support of TranSystems South Ridgeview Road Improvements, located in Olathe, KS. Westwood respectfully submits the following response to the recently received request for proposal.

SUMMARY

TranSystems is seeking a proposal to include survey control, topographic survey, aerial mapping, utility locations, existing storm and sanitary sewer locations, engineering base mapping, property research, right of way determinations, existing easement determinations. The project location is in Section 1, Township 14 South, Range 23 East, Section 6, Township 14 South, Range 24 East and Section 31, Township 13 South, Range 24 East in Olathe, Kansas

PROPOSED SCOPE OF WORK

1. SURVEY CONTROL

Westwood will utilize fast-static GPS methods or the MoDOT VRS in order to establish site control. Monumentation shall be placed at locations, so as not to be disturbed as practical. Great care will be taken to establish the monuments in public right-of-way areas near the proposed intersection. Monuments will consist of 1/2 inch x 24 inch rebar with a plastic control point cap set over the top of the rebar. Control will be referenced to OPUS solutions and existing NGS monumentation, if applicable. A least squares adjustment and statistical accuracies will be determined for the control network. Coordinate system to be Kansas State Plane NAD83(2011) North Zone in US Survey Feet.

2. TOPOGRAPHIC/CROSSING FEATURES

Westwood field crews will locate certain topographic/crossing features such as roads, highways, railroads, fences/gates, power lines, wells and irrigation, ditches and canals, building outlines, dense tree outlines, underground utilities, and large boulder or rock outcroppings.

For power lines, the first pole on either side of the crossing will be located along with the attachment points and shots at mid-span on the conductor and shield wires. Reflectorless

total stations will be used to collect this information and weather conditions at the time of the field collection will be recorded along with the date and time.

For underground utilities, a KANSAS One Call will be made to request that any utilities that fall with the survey limits (see figure 1). Flagging and paint marks will be requested for identification and location by Westwood survey crews. Utility locator site meetings may be needed for identification and location by Westwood survey crews. Utility locator site meetings may be required and mapping of the approximate line placement may need to be provided to the utility companies in order for markings to be provided in the field. Westwood survey crews will identify and annotate the underground utilities to the best extent possible from ground markers, manholes, pole tags, vent pipes, water meters & valves, utility boxes, storm and sanitary sewer structures and lines crossing through the project.

Westwood may utilize a DJI Phantom 4 Pro Quad Copter drone or Airborne LiDAR from a fixed wing aircraft to collect aerial imagery the area as outlined in the KMZ file provided by TranSystems on December 21, 2018 and the survey limits (See Figure 1). Westwood has already reviewed the site for FAA clearance. Our plan would be to fly this project at a time when the area would have minimal aircraft, vehicle and pedestrian traffic. A total of 6 to 18 aerial targets will be located by Westwood depending on the type of imagery acquiring procedure utilized at Westwood's discretion.

Westwood will be converting the coordinates, drawings, surfaces and imagery to ground (U.S. Survey Feet) using a combined scale factor (CAF) that was determined at or near the center of the project.

Westwood will process the imagery data in order to produce the following deliverables to TranSystems:

- Mass Point Cloud - .las format
- Orthophoto - .sid format
- Photo Control Points - .pdf & .csv format

In addition to the above deliverables, Westwood is also providing the following in either a .dxf or .dwg format:

- Features
- Line Work
- Surface

All the collected information will be drafted into the project CAD drawing and the project map will be delivered to the client to aid in design purposes.

Field check and office check of the base map for accuracy of the aerial mapping and general feature locations.

3. BOUNDARY SURVEY

3.1. Research

Westwood will research at the local county and state levels for items such as plats, recorded surveys, section corner reports, GLO notes, and road highway records.

3.2. Field Work

Westwood survey field crews will locate monumentation within the project area in order to support the drafting of sections, property lines (lot and block) and road right-of-way for the proposed project. Monumentation will include section corners, occupational evidence, road right-of-way marker, lot and block monuments of the existing platted properties. All field work will be under the direct supervision of a Kansas Licensed Surveyor. Westwood will notify the affected land owners within the project mapping limits (See Figure 1) of the work to take place via letter mailed.

3.3. Drafting

Westwood staff will draft up the section lines, property lines (lot and block), road right-of-ways, planimetrics from both aerial and ground survey procedures and surface models for preliminary design of the proposed improvements. New monument records will be completed for each section corner visited, if required, based on Kansas Statutes.

4. PARCEL PLACEMENT

Westwood survey staff will draft up individual land owner parcels being affected by the proposed improvements from existing record surveys and recorded plats and/or deeds.

5. DELIVERY ITEMS

5.1. Survey control report.

5.2. Survey Topographic base drawing (3D) and TIN model in DWG, DXF or XML format depicting control, topographic planimetric features and utilities.

5.3. Survey Boundary base drawing (2D) in DWG, DXF or XML format depicting section lines, section corners, road right-of-way lines, and individual land owner parcels.

5.4. Information and mapping obtained from the Kansas One Call, Johnson County Public Works and the city of Olathe.

5.5. ASCII point files, pdf field notes, structure invert information, tin triangle lines, contours, existing right of way drawing, aerial imagery, section corner tie notes, horizontal and vertical control recovery ties.

6. SCHEDULE

Topographic/Aerial Mapping	Within 6 weeks of NTP
Boundary Survey/Parcel Drafting	Within 5 weeks of NTP
Easement Descriptions	TBD

FEE SCHEDULE

Task	Fee	
Survey Control	\$ 1,750.00	
Topographic/Aerial Data & Boundary (Field)	\$ 23,800.00	
Aerial Imagery and Mapping	\$ 5,850.00	
Office Mapping (CADD)	\$ 9,000.00	
Project Management, QAQC, PLS Calculations	\$ 9,100.00	
Administrative (Miscellaneous)		
TOTAL LUMP SUM FEE	\$ 49,500.00	

7. FEE ASSUMPTION

- 7.1. This proposal is subject to the terms and conditions of the Continuous Services Subcontract Agreement between TranSystems and Westwood Professional Services, dated January 24, 2018.
- 7.2. Work will be billed on a monthly progress basis.
- 7.3. Overall project is based on RFP provided by TranSystems on December 21, 2018.
- 7.4. Fee based upon minimal weather delays.
- 7.5. Title report procurement is not a part of this fee estimate.
- 7.6. Westwood assumes that the city of Olathe will provide all existing platted subdivisions within the project limits, as shown on Figure 1.
- 7.7. Easement and R/W staking is not a part of this fee estimate.
- 7.8. All other work requested and not included in the proposed scope of this proposal will be billed based on our 2018 hourly rate schedule.

We hope the forgoing proposal and fee schedule is sufficiently adequate in detail for your record. Please let us know if additional information is required and thank you for your consideration.

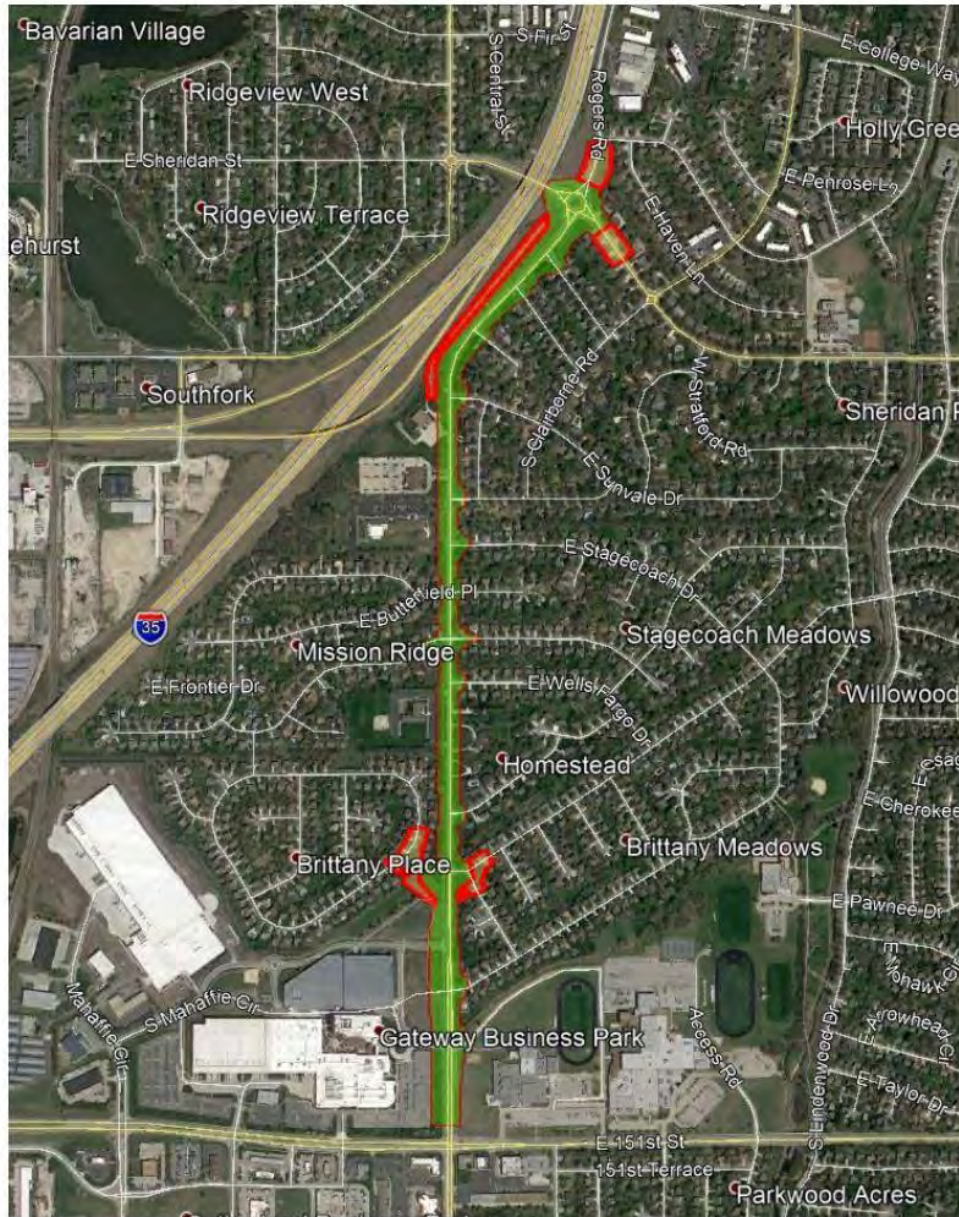
Sincerely,

WESTWOOD PROFESSIONAL SERVICES



Kirk R. Baldwin, PLS
Survey Project Manager

FIGURE 1 – SURVEY LIMITS



Confidential & Proprietary

EXHIBIT C
Fee & Rate Schedule
TranSystems Corporation
Schedule of Hourly Rates for 2019

Classification	Rate
Principal/Civil Engineer V	\$310
Civil Engineer Manager	\$255
Civil Engineer IV	\$230
Civil Engineer III	\$165
Civil Engineer II	\$135
Civil Engineer I	\$103
Transportation Planner II	\$100
Transportation Planner I	\$94
Technician IV	\$130
Technician III	\$106
Technician II	\$84
Technician I	\$70
Administrator II	\$95
Administrator I	\$70
Inspector V	\$230
Inspector IV	\$132
Inspector III	\$95
Inspector II	\$76
Scientist III	\$117
Scientist II	\$102

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, 2019. 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.

PN 3-C-058-19 Ridgeview, 143rd to 151st Improvements Project

[illegible]

Exhibit B PN 3-C-058-19 Ridgeview, 143rd to 151st Improvements Project

\$ 171,077.00

EXHIBIT D

Land Acquisition Checklist for Consultant Projects

Complete submittal of these documents is required 7 months prior to acquisition of easements.

- ___ Determine what types of easements are required for each tract:
 - i.e. Street Dedication, Temporary Construction Easement, Utility Easement, Permanent Drainage Easement, or Sidewalk Easement.
If TCE need termination or end date.

- ___ REQUIRED INFORMATION:
 - a) City Project No. and Project Name; State Project No. and Federal Project No. (if applicable)
 - 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) The name of any other party who has an interest (contract for deed holder, lienholder, mortgage companies, tenant, etc.)
 - f) Situs Address
 - g) Mailing Address
 - h) Other easement holders (utilities, tenants with 99 year leases)
 - i) Temporary Construction Easement must include the date that the easement rights end.
 - j) Legal description of the entire tract, including total square footage.
 - k) Legal description of the new taking, including total square footage.
 - l) Tract map
 - m) Ownership & Encumbrance title report, not more than 9 months since certification, showing current ownership, liens, mortgages, existing easements and any other encumbrances upon the property.
 - n) Copy of last deed(s) of record. If an undivided interest is conveyed in the deed, we need 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, we will need a copy of both deeds.
 - o) 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 is attached):

- a) Map of entire property (May not be possible on large parcels and still showing legible taking) showing location of the easement (s) and indicating any trees to be removed or fences to be moved. Outlines of buildings are to be shown so that we can tell 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 will be placed on separate exhibits with permanent easements on one exhibit and temporary easements on a separate exhibit. **EASEMENT MUST BE CLEARLY VISIBLE ON DRAWING.**
- b) Property owner's names, mailing address, situs address (if different from mailing), Johnson County Parcel ID number, tract number, lienholder, easement holder.
- c) Map of tract must 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 must 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 plan for the project. The Consultant will make corrections, at no cost to the City, to fix errors determined by the City 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) must be marked Exhibit "A" as referenced in the easement documents.**

____ Submit Documents to Public Works staff.

EXHIBIT E
CITY OF OLATHE INSURANCE REQUIREMENTS

A. Consultant shall procure, and maintain as required, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the project. The cost of such insurance shall be included in the Consultant's bid.

B. Consultant shall maintain the following coverages and minimum limits.

1. Commercial General Liability (CGL): [ISO "occurrence" form or its equivalent] \$1,000,000 per occurrence limit including personal and advertising injury and products - completed operations. Any general aggregate limit should be at least \$2,000,000.
2. Business Auto Coverage: (*Owned and non-owned autos*) \$500,000 per occurrence, combined single limit.
3. Workers Compensation and Employers Liability: Workers compensation limits as required by applicable state workers' compensation laws and employer's liability limits or equivalent of \$500,000/\$500,000/\$500,000.
4. Professional Liability: Minimum limits to be \$1,000,000 each claim / annual aggregate.
5. Coverage Limits. Coverage limits for General and Auto Liability exposures may be met by a combination of primary and umbrella policy limits.
6. Exposure Limits: The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of the Consultant nor has the City assessed the risk that may be applicable to Consultant. Consultant shall assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverages. The Consultant's insurance shall 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. Additional Insured. CGL and auto policies must be endorsed to include the City as additional insured for the project. Any and all coverage available to the named insured is applicable to the additional insured. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

D. Verification of Coverage.

1. A certificate of insurance, listing the City as a certificate holder, accompanied by an additional insured endorsement or equivalent.
2. The insurance coverages are to be provided by Kansas authorized insurance companies with a Best's rating of at least A- VII. Those not meeting this standard must be approved by City.
3. Any self-insurance or self-insured retentions must be specified on the certificate of insurance. In addition, when self-insured the name, address, and telephone number of the claims office must be indicated on the certificate or separate attached document. Any and all deductibles or self-insurance in the above described coverages shall be the responsibility and at the sole risk of the Consultant.
4. When any of the foregoing insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage shall be submitted along with the application for final payment.
5. Any coverage provided by a Claims-Made form policy must contain a three-year tail option, extended reporting period, or must be maintained for three years' post contract.

E. Cancellation. Each insurance policy required shall not be suspended, voided, or canceled, except after Consultant has provided thirty (30) days' advance written notice to the City.

F. Sub-Consultants. All coverages for sub-Consultants must meet all of the requirements stated herein.

EXHIBIT F
Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

10/1/2019

DATE (MM/DD/YYYY)

1/8/2019

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 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C No. Ext):	FAX (A/C No.):
INSURED 1000119 TRANSSYSTEMS CORPORATION 2400 PERSHING RD., SUITE 400 KANSAS CITY MO 64108	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zurich American Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC # 16535		

COVERAGES *+ **CERTIFICATE NUMBER:** 15816994 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SEVERABILITY <input checked="" type="checkbox"/> CLAUSE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	GLO3707153	10/1/2018	10/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	BAP3707150	10/1/2018	10/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<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 \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC3707154	10/1/2018	10/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: PN 3-C-058-19 : RIDGEVIEW, 143RD TO 151ST IMPROVEMENTS. THE CITY OF OLATHE IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

15816994
CITY OF OLATHE
ATTN: AARON WASKO, P.E.
100 E. SANTA FE
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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CERTIFICATE OF LIABILITY INSURANCE

10/1/2019

DATE (MM/DD/YYYY)

1/8/2019

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 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	FAX (A/C. No.):	
	PHONE (A/C. No. Ext.):	E-MAIL ADDRESS:	
INSURED 7979 TRANSSYSTEMS CORPORATION 2400 PERSHING RD., SUITE 400 KANSAS CITY MO 64108	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Continental Casualty Company		20443
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES *+ **CERTIFICATE NUMBER:** 15816998 **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 SUBR INSD 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 checked="" type="checkbox"/> PROJECT <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 <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE 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 Y/N <input type="checkbox"/> N/A		NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX	
A	PROFESSIONAL LIABILITY	N	N	AEH591904307	10/1/2018	10/1/2019	\$1,000,000 EACH CLAIM & IN ANNUAL AGGREGATE FOR ALL PROJECTS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: PN 3-C-058-19 : RIDGEVIEW, 143RD TO 151ST IMPROVEMENTS.

CERTIFICATE HOLDER**CANCELLATION**

15816998
CITY OF OLATHE
ATTN: AARON WASKO, P.E.
100 E. SANTA FE
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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EXHIBIT G
Certificate of Good Standing to Conduct Business in Kansas

STATE OF KANSAS
OFFICE OF
SECRETARY OF STATE
KRIS W. KOBACH

I, KRIS W. KOBACH, Secretary of State of the state of Kansas, do hereby certify, that according to the records of this office.

Business Entity ID Number: 7099872

Entity Name: TRANSYSTEMS CORPORATION

Entity Type: FOREIGN FOR PROFIT

State of Organization: MO

Resident Agent: THE CORPORATION COMPANY, INC.

Registered Office: 112 SW 7TH STREET SUITE 3C, TOPEKA, KS 66603

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 execute this certificate and affix the seal of the Secretary of State of the state of Kansas on this day of February 06, 2017

KRIS W. KOBACH
SECRETARY OF STATE

Certificate ID: 911756 - To verify the validity of this certificate please visit <https://www.kansas.gov/bess/flow/validate> and enter the certificate ID number.



Project Fact Sheet
Ridgeview, 143rd to 151st, Improvements Project
PN 3-C-058-19
January 22, 2019

Project Manager: Beth Wright / Aaron Wasko

Description: This project will improve Ridgeview Road from 143rd Street to 151st Street including geometric improvements at various intersections along the corridor. Improvements will include pavement construction, bike lanes, curb and gutter, sidewalk and sidepath, storm sewer and waterline.

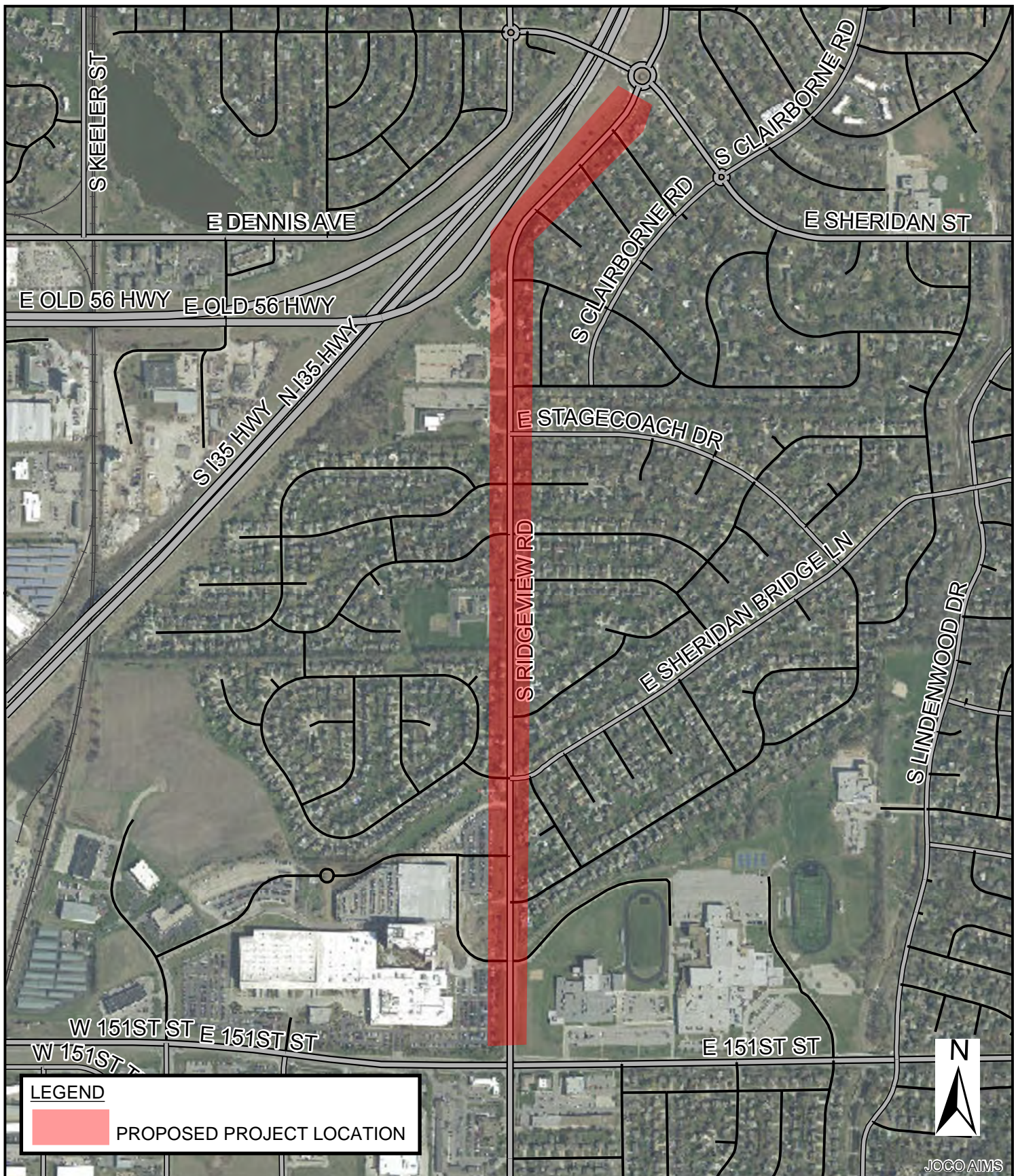
Justification: This project is needed to address safety and capacity concerns in the area, especially in the AM peak hour when it is difficult for residents to make left turns out of their subdivisions.

Schedule:	Item	Date
Design:	RFQ	11/5/2018
	Consultant Selection	12/14/2018
Utility Relocation:		02/01/2020 - Estimated
Construction:		01/02/2021 - Estimated
Council Actions:	Date	Amount
Project Authorization	1/22/2019	\$9,935,000
Professional Services Agreement	1/22/2019	\$171,077
Funding Sources:	Amount	CIP Year
CARS	\$1,840,000	2021
GO Bonds	\$6,095,000	2022
Street Excise Tax	\$2,000,000	2021
Expenditures:	Budget	Amount to Date
Design	\$ 750,000	\$0
Land Acquisition	\$ 725,000	\$0
Utilities	\$1,125,000	\$0
Construction	\$5,690,000	\$0
Staff Time	\$ 145,000	\$0
Inspection	\$ 100,000	\$0
<u>Contingency</u>	<u>\$1,400,000</u>	<u>\$0</u>
Total	\$9,935,000	\$0

Ridgeview, 143rd to 151st, Improvements Project

3-C-058-19

Project Location Map





City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/22/2019

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger/Beth Wright

SUBJECT: Authorization of the 2020 Street Reconstruction Program, PN 3-R-000-20.

ITEM DESCRIPTION:

Consideration of Resolution No. 19-1010 authorizing the 2020 Street Reconstruction Program, PN 3-R-000-20

SUMMARY:

The Street Reconstruction Program provides for full reconstruction of streets that are deteriorated to a condition beyond preventative maintenance provided by the Street Preservation Program. The 2020 Street Reconstruction Program includes the following 8 primary street locations and 1 alternate street location:

- E. Cedar Street, from Parker Street to east end at BNSF Tracks
- S. Stevenson Street, Oak Street to Sheridan Street
- E. Oak Street, Stevenson Street to Hamilton Street
- S. Hamilton Street, Oak Street to Sheridan Street
- E. Sheridan Street, Harrison Street to Curtis Street
- S. Curtis Street, Sheridan Street to Olathe Waste Water Treatment Facility
- W. 102nd Street, Shadow Circle to Highland Circle
- S. Highland Lane, 102nd Street to west end cul-de-sac
- S. Highland Circle, 102nd Street to 250' west of Oakcrest Lane (Alternate)

Each location will include removing the existing pavement section, grading and placement of aggregate base subgrade, asphalt pavement, and where necessary concrete curb and gutter, concrete ADA ramps and sidewalks, city street light installation or LED upgrades. The project locations may require utility rehabilitation where necessary, and could include waterline, sanitary sewer and stormwater.

The 8 primary street locations are scheduled for design in 2019 and construction in 2020. Alternate street locations may be designed and constructed depending on available funding upon completion of the bids for the 8 primary street locations.

FINANCIAL IMPACT:

Funding for the 2020 Street Reconstruction Program, as approved in the 2019 Capital Improvement Plan, includes.

<u>GO Bonds</u>	<u>\$5,100,000</u>
Total	\$5,100,000

MEETING DATE: 1/22/2019

ACTION NEEDED:

Approval of Resolution No. 19-1010 authorizing the 2020 Street Reconstruction Program, PN 3-R-000-20.

ATTACHMENT(S):

A: Resolution

B: Project Location Map

RESOLUTION NO. 19-1010**A RESOLUTION AUTHORIZING THE 2020 STREET RECONSTRUCTION PROGRAM,
PROJECT NUMBER 3-R-000-20.**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF OLATHE,
KANSAS:**

SECTION ONE: Pursuant to the authority of Charter Ordinance No. 74 of the City, the Governing Body of the City of Olathe ("City") hereby authorizes the 2020 Street Reconstruction Program, PN 3-R-000-20 ("Program"). Such Program includes the following 8 primary street locations and 1 alternate location in the City of Olathe:

- E. Cedar Street, from Parker Street to east end at BNSF Tracks
- S. Stevenson Street, Oak Street to Sheridan Street
- E. Oak Street, Stevenson Street to Hamilton Street
- S. Hamilton Street, Oak Street to Sheridan Street
- E. Sheridan Street, Harrison Street to Curtis Street
- S. Curtis Street, Sheridan Street to Olathe Waste Water Treatment Facility
- W. 102nd Street, Shadow Circle to Highland Circle
- S. Highland Lane, 102nd Street to west end cul-de-sac
- S. Highland Circle, 102nd Street to 250' west of Oakcrest Lane (Alternate)

Each location will include removing the existing pavement section, grading and placement of aggregate base subgrade, asphalt pavement, and where necessary concrete curb and gutter, concrete ADA ramps and sidewalks, City street light installation or LED upgrades. The project locations may require utility rehabilitation where necessary, and could include waterline, sanitary sewer and stormwater.

SECTION TWO: The cost for completing the Program projects listed in Section One is \$5,100,000. Funds to pay for the Program shall come from the following sources:

General Obligation Bonds	<u>\$5,100,000</u>
--------------------------	--------------------

TOTAL	\$5,100,000
--------------	--------------------

SECTION THREE: Pursuant to the authority of Charter Ordinance No. 74, the Governing Body hereby authorizes the issuance of not to exceed \$5,100,00 of general obligation bonds, all exclusive of issuance costs and interest on any temporary financing.

SECTION FOUR: The City intends to reimburse itself for capital expenditures made on or after the date which is 60 days before the date of this Resolution in connection with the Program, pursuant to Treasury Regulation § 1.150-2, with the proceeds of bonds and/or notes in the maximum principal amount of \$5,100,000 exclusive of issuance costs and any interest costs for temporary financing.

SECTION FIVE: This Resolution shall take effect immediately.

ADOPTED by the Governing Body this 22nd day of January, 2019.

SIGNED by the Mayor this 22nd day of January, 2019.

Mayor

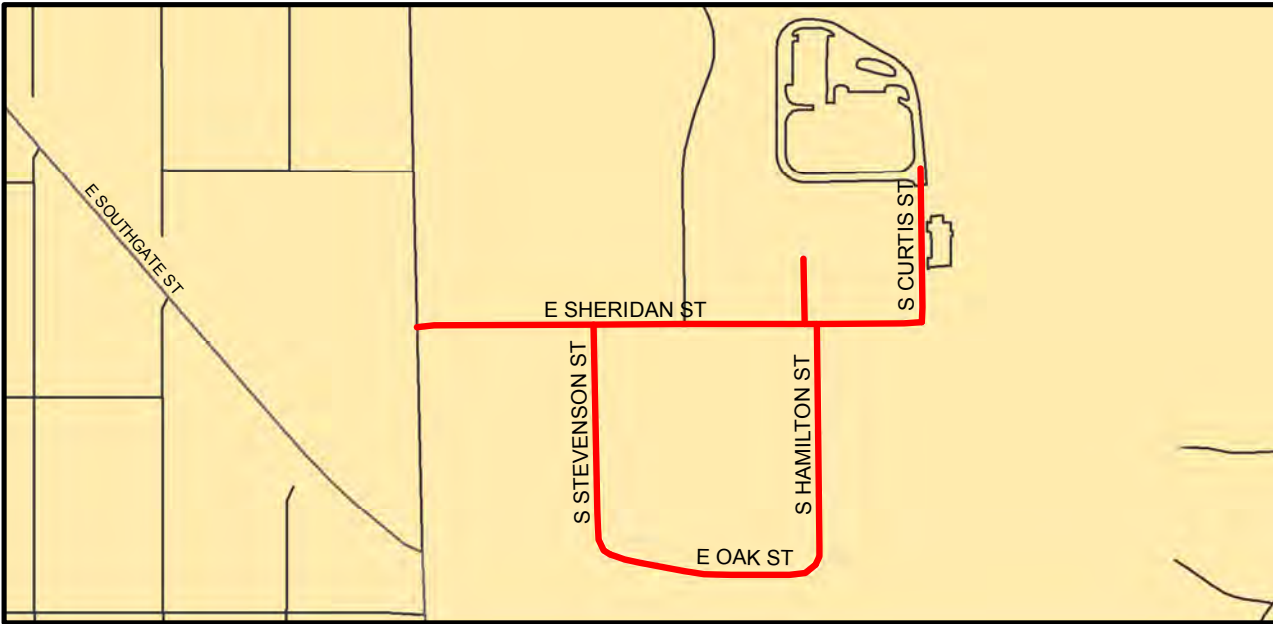
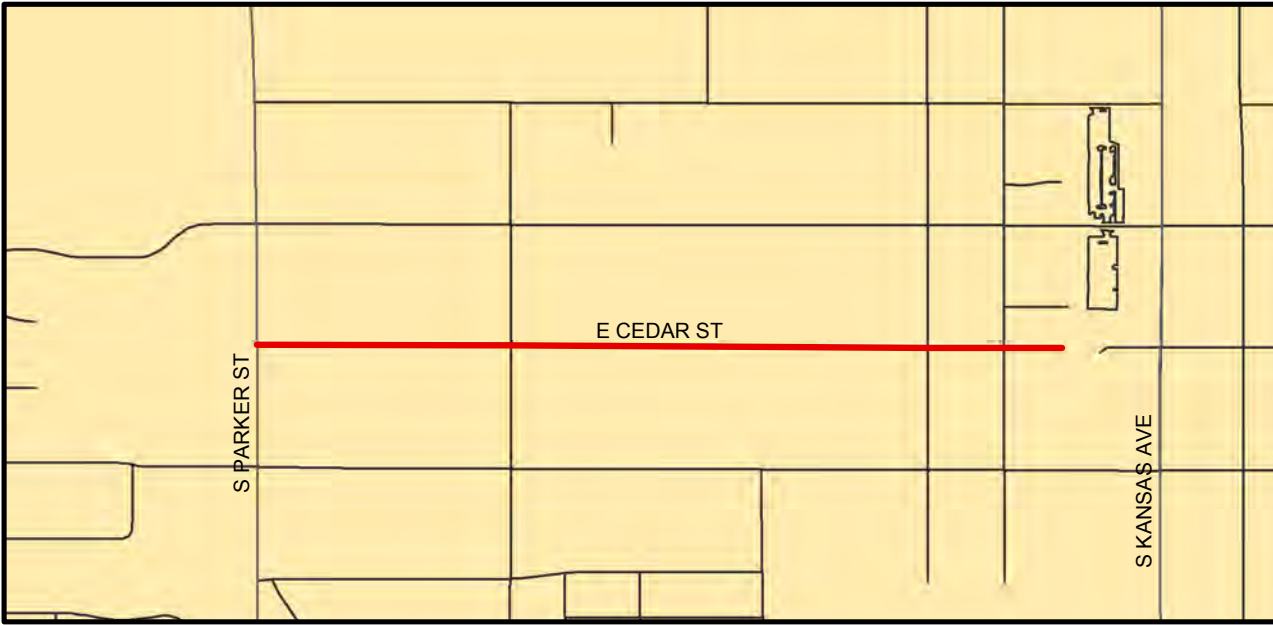
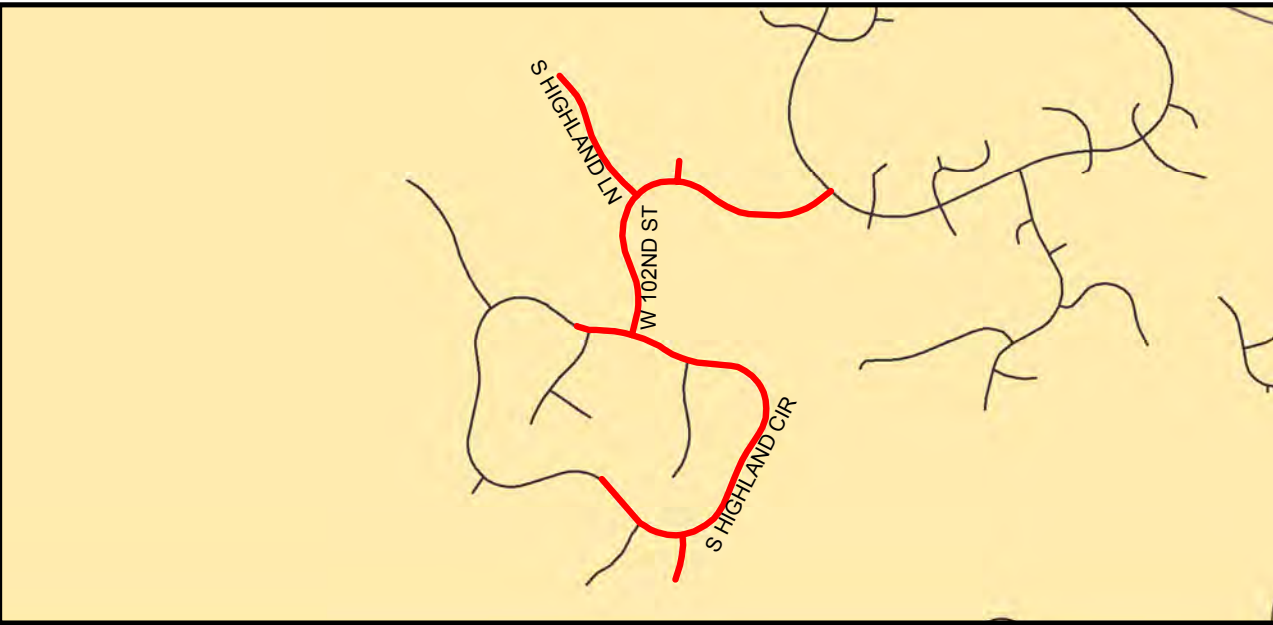
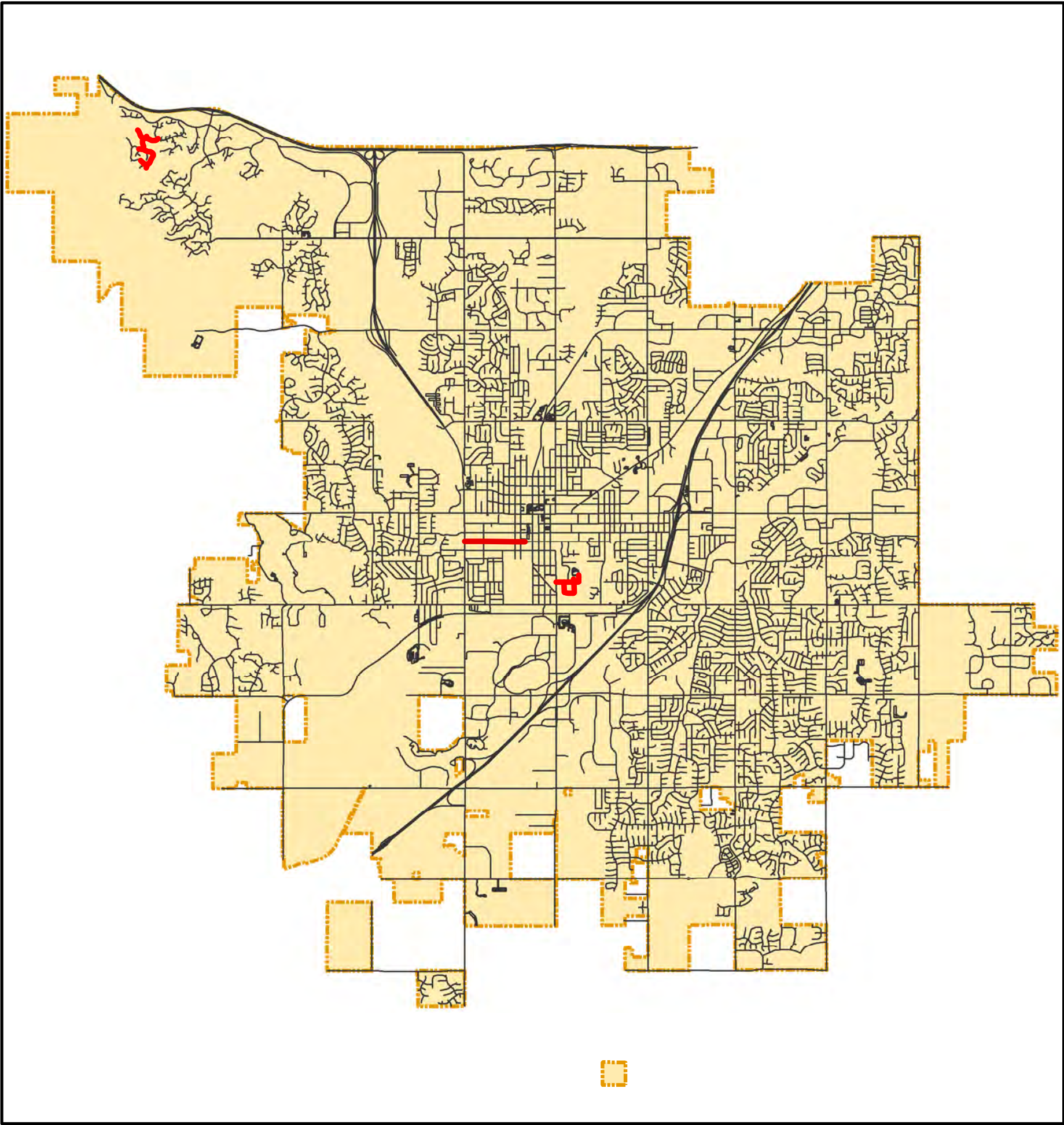
ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney





City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/22/2019

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger / Beth Wright

SUBJECT: Contract with HNTB Corporation for design of the Lake Side Acres Street Reconstruction Project, PN 3-R-002-20; the Lake Side Acres Sanitary Sewer Rehabilitation Project, PN 1-R-104-17; and the Stevenson Street Stormwater Improvements Project, PN 2-C-014-18.

ITEM DESCRIPTION:

Consideration of a Professional Services Agreement with HNTB Corporation for design of the Lake Side Acres Street Reconstruction Project, PN 3-R-002-20; the Lake Side Acres Sanitary Sewer Rehabilitation Project, PN 1-R-104-17; and the Stevenson Street Stormwater Improvements Project, PN 2-C-014-18.

SUMMARY:

This project is in place to reconstruct streets in the Lake Side Acres neighborhood. The project combines a street reconstruction project with both a sanitary sewer rehabilitation project and a neighborhood flood control project to reduce impacts to citizens and maximize efficiencies.

The street reconstruction project includes the full reconstruction of E. Sheridan Street from S. Harrison Street to S. Curtis St, S. Stevenson Drive and S. Hamilton Street south of E. Sheridan Street, and E. Oak Street between S. Stevenson Drive and S. Hamilton Street. The reconstruction of S. Curtis Street north from E. Sheridan Street is included as an alternate location. The improvements include removal and replacement of the existing road surface with subgrade improvements, full depth asphalt pavement, replacement of concrete curb and gutters, spot replacement of existing sidewalk, installation of new sidewalks, and driveway approaches as required.

The sanitary sewer improvements include rehabilitation of existing sanitary sewers that are in poor structural condition, resulting in a reduction of inflow and infiltration (I&I) and lower operational maintenance costs.

The stormwater improvements will address street and house flooding that occur along S. Stevenson Drive, near E. Sheridan Street. Design of stormwater infrastructure will include improvements to the existing inlets and storm sewers, drainage channel, culverts, and grading. This project will alleviate the flood risk for eight (8) homes in the project area. This project has received Johnson County Stormwater Management Advisory Council (SMAC) Program funds which will provide for 75% of design and construction of the stormwater portion of the project up to a maximum of \$1,874,650. This is the first of six identified neighborhood flood control projects located outside the FEMA regulated floodplain.

A Request for Qualifications for this project was issued on October 22, 2018. Six (6) firms responded to this request and HNTB Corporation (HNTB) was selected based on the submitted qualifications.

MEETING DATE: 1/22/2019

The proposed agreement with HNTB includes survey of existing conditions, utility coordination, cost estimates, hydraulic modeling, permitting, development of construction plans in accordance with Olathe specifications, assistance with bidding of project for construction, and assistance as needed throughout construction. The total cost of this agreement is \$440,110.

The project is scheduled to begin design in January 2019, with construction tentatively scheduled to begin in early 2020.

FINANCIAL IMPACT:

The design and construction of the Lake Side Acres Street Reconstruction Project, the Lake Side Acres Sanitary Sewer Rehabilitation Project, and the Stevenson Street Stormwater Improvements Project is funded from the following sources:

Street Reconstruction Program	\$1,171,000
Water & Sewer Fund	\$ 253,000
Johnson County SMAC Program	\$1,874,650
Revenue Bonds (Stormwater)	\$ 659,100
<u>Stormwater Fund</u>	<u>\$ 111,250</u>
Total	\$4,069,000

ACTION NEEDED:

Approval of a Professional Services Agreement with HNTB Corporation for design of the Lake Side Acres Street Reconstruction Project, PN 3-R-002-20; the Lake Side Acres Sanitary Sewer Rehabilitation Project, PN 1-R-104-17; and the Stevenson Street Stormwater Improvements Project, PN 2-C-014-18.

ATTACHMENT(S):

- A: Professional Services Agreement
- B: Project Fact Sheet
- C: Project Location Map

PROFESSIONAL SERVICES AGREEMENT

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

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

Stevenson St (Grace Terrace to Oak Street) Stormwater Improvements

Project No. 2-C-014-18

Lake Side Acres Street Reconstruction Project

Project No. 3-R-002-20

Lake Side Acres Sanitary Sewer Improvements

Project No. 1-R-104-17

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

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

SECTION I - DEFINITIONS

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

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

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

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

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

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

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

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

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

"Project" is as above described.

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

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

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

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

SECTION II - COMPENSATION

A. FEES & EXPENSES

1. Total Fee: City agrees to pay Consultant an amount not to exceed, Four Hundred and Forty Thousand One Hundred and Ten Dollars (\$440,110), including reimbursable

expenses as described herein. The fee is based on the performance of the scope of services outlined in this Agreement, including **Exhibit B** attached hereto and incorporated by reference, and will be billed by Consultant using hourly rates and equipment charges as set forth in **Exhibit C** attached hereto and incorporated by reference, plus reimbursable expenses as set forth below. All bills will be submitted to City monthly as provided herein.

2. Reimbursable Expenses: Consultant will be reimbursed at the actual cost, not to exceed a total expense of Ninety-One Thousand Five Hundred and Ninety Dollars (\$91,590) for the following expenses related only to the Project: (a) expense of transportation in connection with the Project; (b) expenses in connection with authorized out-of-town travel; (c) long-distance communications; (d) expenses of printing and reproductions; (e) postage and facsimile transmissions; (f) expenses of renderings and models requested by City, and (g) other costs as authorized by City in writing as set forth herein.

B. SERVICES BEYOND THE SCOPE OF SERVICES

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

litigation, arbitration, legal or administrative proceeding arising out of this Project. If Consultant is requested, in writing, by City, to appear as a witness, it will be paid its hourly fee as reflected on the hourly rate schedule attached hereto as **Exhibit C**. Consultant will not be paid extra by City if Consultant's appearance is to defend its Professional Services.

C. BILLING & PAYMENT

1. Billing: Consultant may bill City monthly for completed Professional Services, including reimbursable expenses. The bill submitted by Consultant must itemize the Professional Services and reimbursable expenses for which payment is requested. City agrees to pay Consultant within thirty (30) days of approval by the Governing Body or other agent of City in accordance with the City's Procurement Policy.
2. City's Right to Withhold Payment: In the event City becomes credibly informed that any representations of Consultant provided in its monthly billing are wholly or partially inaccurate, City may withhold payment of sums then or in the future otherwise due to Consultant until the inaccuracy and the cause thereof is corrected to City's reasonable satisfaction. In the event City questions some element of an invoice, that fact will be made known to Consultant immediately. Consultant will help effect resolution and transmit a revised invoice, if necessary. Amounts not questioned by City will be paid to Consultant in accordance with the contract payment procedures.
3. Progress Reports: A progress report must be submitted with each monthly pay request indicating the percentage of Professional Services completed to date. This report will serve as support for payment to Consultant.

D. SCHEDULE

All services must be completed on or before December 31, 2020.

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 and D**, attached hereto and incorporated by reference.
2. Preliminary Design Documents: Consultant will furnish City copies of the above

preliminary design documents per the City of Olathe Technical Specifications and Design Criteria for Public Improvements, unless otherwise noted in **Exhibit B**.

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

B. FINAL DESIGN PHASE

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

with the City of Olathe Technical Specifications and Design Criteria for Public Improvements and may not be construed as City assuming responsibility for the accuracy, adequacy, fitness, suitability and coordination of Consultant's services and deliverables. No review of such documents will relieve Consultant of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its services and deliverables.

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

SECTION IV - CITY OF OLATHE'S RESPONSIBILITIES

A. COMMUNICATION

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

B. ACCESS

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

C. DUTIES

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

D. PROGRAM AND BUDGET

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

E. ADMINISTRATIVE SERVICES

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

F. BOND FORMS

City will furnish all bond forms required for the Project.

G. PROJECT REPRESENTATIVE

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

SECTION V - GENERAL PROVISIONS

A. TERMINATION

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

Address for Notice:

City of Olathe
Attn: Nicole Woods
PO Box 768
Olathe, KS 66051

HNTB Corporation
Attn: Daniel Ryan
7400 W. 129th St., Suite 100
Overland Park, KS 66213

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

E. INDEMNITY

1. Loss: For purposes of indemnification requirements, the term "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim

for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with the performance of this Agreement.

2. Indemnification and Hold Harmless: For purposes of this Agreement, Consultant agrees to indemnify, defend and hold harmless City and its agents from any and all Loss where Loss is caused or incurred as a result of the intentional misconduct, recklessness, negligence, or other actionable fault of Consultant or its subcontractors.
3. Comparative Fault & Contributory Negligence: It is a specific element of consideration of this Agreement that the indemnity in Section V.E.2 will apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of City or any Third Party and, further notwithstanding any theory of law including, but not limited to, a characterization of City's or any Third Party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that Consultant's obligation hereunder will not include amounts attributable to the fault or negligence of City or any Third Party for whom Consultant is not responsible.
4. Damage Limitations: The indemnification obligation contained in this Agreement will not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for Consultant or its subcontractors, by the minimum insurance required by this Agreement, nor under workers' compensation acts, disability benefit acts, or other employee benefit acts.
5. Negligence by the City: Consultant is not required hereunder to defend City or its agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence.

F. AFFIRMATIVE ACTION/OTHER LAWS

1. Kansas Act Against Discrimination: During the performance of this Agreement, Consultant agrees that:
 - a. Consultant will observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, gender, disability, national origin, ancestry, or age;
 - b. in all solicitations or advertisements for employees, Consultant will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("commission");
 - c. if Consultant fails to comply with the way Consultant reports to the commission

in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Consultant will be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by City without penalty;

- d. if Consultant is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Consultant will be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
 - e. Consultant will include the provisions of subsections a. through d. in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- 2. Exceptions to Applicability: The provisions of this Section will not apply to a contract entered into by City with Consultant if (a) Consultant employs fewer than four (4) employees during the term of such contract; or (b) Consultant's contract with City totals Ten Thousand Dollars (\$10,000) or less in aggregate.
 - 3. Kansas Age Discrimination in Employment Act: Consultant further agrees and acknowledges that it will abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this Project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.
 - 4. Kansas Fairness in Public Construction Contract Act: The Parties agree and acknowledge that the services provided under this Agreement are within the scope of the Kansas Fairness in Public Construction Contract Act (K.S.A. 16-1901 et seq.) and that no provision of this Agreement waives, alters, or supersedes any provisions of said Act.

G. ENTIRE AGREEMENT

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

H. APPLICABLE LAW, JURISDICTION, AND VENUE

Interpretation of this Agreement and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Kansas, excluding Kansas'

choice-of-law principles. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Johnson County, Kansas.

I. NO THIRD-PARTY BENEFICIARIES

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

J. INDEPENDENT CONTRACTOR

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

K. DELIVERABLES

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

L. COVENANT AGAINST CONTINGENT FEES

Consultant represents that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or

violation of this representation, City may terminate this Agreement without liability or may, in its discretion, deduct from the Total Fee or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

M. 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 G**).

N. 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.

O. 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.

P. 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.]

Q. EXECUTION OF CONTRACT

The parties hereto have caused this Agreement to be executed this ____ day of _____ 201__.

CITY OF OLATHE, KANSAS

By: _____
Michael E. Copeland, Mayor

ATTEST:

City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney/Deputy City Attorney/
Assistant City Attorney

HNTB Corporation

By: Wayne Feuerborn
Wayne Feuerborn, Vice President
7400 W 129th St., Suite 100
Overland Park, KS 66213

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OF EXHIBITS**

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Exhibit B	Scope of Services
Exhibit C	Fee & Rate Schedule
Exhibit D	Land Acquisition Checklist for Consultant Projects
Exhibit E	City of Olathe Insurance Requirements
Exhibit F	Certificate of Insurance
Exhibit G	Certificate of Good Standing to Conduct Business in Kansas

EXHIBIT A
Description of Project & Map

Stevenson Street and Lake Side Acres Improvements: This project includes three projects. One is a stormwater improvement project that is being administered by the City of Olathe and is funded jointly by the City and the Johnson County Stormwater Management Program. The other two are a street rehabilitation project and a sanitary sewer project that are being administered and funded by the City of Olathe. The project goals are to:

- Alleviate flooding of habitable structures along South Stevenson Drive through construction of an RCB on Mill Creek Tributary from near South Stevenson Drive and East Oak Street and channel grading to about 500 feet north of Sheridan Street
- Replace and rehabilitate residential streets within the project area defined as Sheridan Street from South Harrison Street to Curtis Street, South Stevenson Street, East Oak Street, and South Hamilton Street south of East Sheridan Street, South Hamilton Circle north of East Sheridan Street
- Replace and rehabilitate sanitary sewers and waterlines at various locations throughout the project.

All improvements will meet the project specific design criteria established by the City and HNTB. The detailed scope of services is attached in Exhibit B.



EXHIBIT B
Scope of Services

Stevenson Street and Lake Side Acres Improvements: HNTB's scope of services includes updating the Preferred Concept Presented in the PES, Preparing Preliminary Plans, Environmental Permitting, Utility Relocation Coordination, Final Plan Preparation, Bidding Services Assistance, and Construction Engineering Services Assistance. In addition to HNTB's services, Kaw Valley Engineering, Inc. will provide applicable survey and geotechnical services. HNTB and Kaw Valley's scope of services are more detailed in the attached scope and fee documents. The following assumptions apply to this project's Scope of Services:

Scope Assumptions

- The City will provide AIMS mapping and aerial photography
- It is assumed that this project will be designed and bid as a single project and plan set.
- Design Criteria - Improvements developed will be designed in conformity with the appropriate City of Olathe, State and Federal design criteria as set forth in the current versions of the standard design documents. Exceptions will be noted and clearly communicated to the City of Olathe.
- Design Surveys - HNTB will contract with Kaw Valley Engineering (KVE) for surveying services. KVE will perform field surveys including establishing horizontal and vertical control, benchmarks, field located utilities, and full topography survey encompassing the project area. See KVE's attached Scope Services for additional details and assumptions.
- Right-of-Way - Kaw Valley Engineering will provide existing right-of-way and ownership and encumbrance reports as outlined in their attached supplemental scope of services. KVE will prepare legal descriptions and HNTB will prepare front end documents and tract map exhibits, combine and submit all applicable acquisition documents to the City of Olathe. HNTB will not be involved with direct land acquisition or appraisal proceedings as part of this contract. Olathe will handle the appraisals and acquisition process with only minor coordination assistance by HNTB.
- Selection of the final stormwater concept / RCB alignment will be documented in meeting minutes and associated exhibits only. Assumes no formal revision of Johnson County Preliminary Engineering Study (PES).
- Final documentation of the removal of homes and streets from flooding will be included only on the Storm Sewer Calculation Sheet in the plan submittals. No separate memo, permit or certificate is included since the study area is outside of a regulatory floodplain.
- It is assumed that if additional inlets are required along the roadway, that they can be discharged to the new RCB, downstream channel, or the inlet located near East Sheridan Street and Curtis Street. The scope assumed that up to 20 inlets and structures may be required.
- The RCB under Stevenson Street is assumed to be a single cell RCB with one transition in size.
- RCB barrel details will be based on KDOT standard design but non-standard orientation of vehicle loads (parallel to barrel rather than perpendicular) will be analyzed.
- The proposed 4-5' wide sidewalk around the "horseshoe" is assumed to be located on the inside of the "horseshoe" around Stevenson, Oak and Hamilton Streets.
- It is assumed that there will be 1700 feet of waterline replacement along Sheridan Street and Curtis Street.
- It is assumed that approximately 1500 feet of sanitary sewer will require rehabilitation or reconstruction and 200 feet will require relocation. No other sanitary work is expected.

Scope of Services

Exhibit B

- Permitting
 - 4(f) or 6(f) evaluations are not anticipated to be needed for this project and are not included in this scope of services.
 - NPDES application fees to be paid by the City
 - It is assumed that a COE Nationwide Permit will be required. COE permitting and mitigation fees to be paid by City.
- Erosion and Sediment Control design will use City of Olathe standard details. No design is provided for phased construction.
- Geotechnical – Kaw Valley Engineering will perform all geotechnical investigations and recommendations for the project. See KVE's attached Scope Services for additional details and assumptions.
 - The City shall provide pavement and subgrade design.
 - It is assumed that there will not be any retaining walls.
 - No underdrain will be installed with this project.
- Utility Coordination - HNTB will coordinate utility relocations for the project. HNTB will provide plan drawings to utility companies and will provide coordination services as outlined in the scope of services. Utility relocation plans will be developed by others.
 - Monitoring of utility relocations is not included in this scope and fee. It is assumed that the City will do this monitoring.
 - The City will contract separately for any potholes that are necessary.
- Public Involvement/Stakeholder Engagement –Two public informational meeting are assumed. HNTB will plan and organize logistics for public informational meeting including meeting notices, display boards, comment forms, sign in sheets, and public comment summarization. Additional project meetings and individual stakeholder meetings are detailed in the Scope of Services.
- Traffic Control and Sequencing design is limited to general plan layouts with general notes and City of Olathe standard details. No design is provided for phased construction.
- Fencing/Private Features/ROW Acquisition – Fencing plans are included in the construction plans. Disturbance to existing monuments (HOA or otherwise) and other private landscape features will be compensated during the acquisition process and will not require design effort by HNTB.
- No aesthetics or landscaping design (other than tree replacement along channel) is assumed for this project.
- Cost Estimates - If all bids exceed HNTB's final cost estimate, and the City of Olathe chooses to revise the project scope or specifications, or both, as necessary to reduce the construction cost, then HNTB and the City of Olathe shall mutually agree in writing to the amount of any adjustments to the total fee and/or schedule required as a result of such revisions.
- Construction staking, construction observation or administration are not included in this scope of services.

Deliverables

The following Deliverables will be developed:

- Field Check Plans
- Right-of-Way Documents
- Permits (KDHE NOI and COE Nationwide)
- Final Plans
- Updated Plans and Specs for Bidding
- Record Drawings (Based on inspector / contractor markups)

Schedule

- Assumed Notice to Proceed (NTP) – January 22, 2019
- Field Check Plans – March 29, 2019
- Right-of-Way Documents – May 10, 2019
- Final Plans – July 31, 2019
- Updated Plans and Specs for Bidding – October 31, 2019
- Assumed Bid Letting – December 2019
- Construction – 2020
- Project Complete - November 30, 2020

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

EXHIBIT B - Scope of Services - 2-C-014-18 - 3-R-002-20 - 1-R-104-17

Stevenson Street and Lake Side Acres Improvements 12/30/2018		Project Manager	Senior Technical Advisor	Project Engineer	Engineer	Technician	Total	Total Costs
Item of Work		\$185	\$215	\$140	\$105	\$130		
2-C-014-18 - Stevenson Street (Grace Terr. To Oak St.) Stormwater Improvements								
1.1	Data Collection and Concept Design							
1.1.1	Request and assemble plats, as-builts, and AIMS data including aerial imagery, existing contours, existing surface data, existing utility information, and existing right-of-way and parcel line work to create base mapping (Stormwater)	1		1		3	5	\$ 715
1.1.2	Stevenson St. RCB and Channel Proposed Conditions Hydrology and Hydraulics Analysis and Sizing (Assumes PCSWMM, XP-Storm, or similar)	4	3	12	20		39	\$ 5,165
1.1.3	Coordinate with Upstream Property Owner(s) to protect an additional potential home not identified in the PES. Determine if RCB extension or channel grading is desired solution to tie-in upstream including sizing a potential channel alternative and creating an exhibit to explain.	8	2	12	16	8	46	\$ 6,310
1.1.4	Stevenson St. RCB Alignment Layout Alternatives Refinement (includes preliminary exhibits for coordination with City)	2		8	16	8	34	\$ 4,210
1.1.5	Concept Cost Estimate prior to preliminary design / plan development	2		2	6		10	\$ 1,280
1.1.6	Senior Technical Review of Concept Recommendation	2	2				4	\$ 800
Data Collection and Concept Design		19	7	35	58	19	138	\$ 18,480
1.2	Preliminary Design							
1.2.1	Title Sheet, General Notes, Survey Reference Sheet, Alignment Detail Sheet	1		1	4	4	10	\$ 1,265
1.2.2	Channel Grading and Berm Typical Section Sheet	1		1	1	4	7	\$ 950
1.2.3	RCB Plan & Profile Sheets (Plan Scale 1"=20', Assume 2)	1		6	16	14	37	\$ 4,525
1.2.4	Channel Grading Plan Sheets and Profile Sheets (Proposed Contours, Spot elevations, Includes transitions into and out of RCB and transition to existing channel) (Plan Scale 1"=20') (Assume 2)	1		4	20	10	35	\$ 4,145
1.2.5	Channel Grading Cross Sections (includes 3D grading surface development and display of right-of-way, easements, and utilities)	1		12		8	21	\$ 2,905
1.2.6	Storm Sewer Design (Inlet Spacing and RCP sizing connected to Stevenson St RCB and downstream channel and associated roadways, assumes 20 structures)	2		20	40		62	\$ 7,370
1.2.7	Storm Sewer Pipe Profiles including HGLs and Utility Crossings	1		8	18	12	39	\$ 4,755
1.2.8	Drainage Calculation Table, Drainage Area Map	1		2	6	4	13	\$ 1,615
1.2.9	Sanitary Sewer Plan and Profile Sheet (Scale 1"=20') (Relocation at Stevenson St RCB)	1		4	8	8	21	\$ 2,625
1.2.10	Landscaping and Fencing Plans and Private Features Replacement Table (landscaping plans for channel corridor only)	1		4	10	10	25	\$ 3,095
1.2.11	Channel Lining, Outlet Protection, and Riprap Sizing and Analysis	1		6	12		19	\$ 2,285
1.2.12	Preliminary Quantities and Cost Estimate	6		6	12		24	\$ 3,210
1.2.13	Senior Technical Review / Milestone Plan Review (Stormwater)	2	8				10	\$ 2,090
1.2.14	Submit three (3) half-size sets of preliminary plans to City and County SMP for review	3		1		2	6	\$ 955
Preliminary Design		23	8	75	147	76	329	\$ 41,790
1.3	Utility Coordination							
1.3.1	Contact utility companies and request existing facility maps			4			4	\$ 560
1.3.2	During surveys, coordinate with KVE in getting field locates properly marked			4			4	\$ 560
1.3.3	Assess existing utilities and potential conflicts based on concept and survey of field located utilities		4	1		4	9	\$ 1,520
1.3.4	Develop conceptual Utility Master Plan (relocation scheme) and conceptual relocation schedule	2	10	3		3	18	\$ 3,330
1.3.5	During Preliminary Design schedule, arrange, prepare for, and attend initial round of "one-on-one" Utility Coordination Meetings. Assume meetings with 5 different utilities. Initial meeting purpose is to confirm location, type, and size of utilities, refine relocation scheme, identify private easements, identify possible ROW taking requirements. Includes follow-up actions (review of private easements and preparation of pot-hole requests)		5	13		10	28	\$ 4,195
1.3.6	Field measure pot-holes (assumes pot-holes obtained by utility owner), assess information vs. design and provide utilities with results			3	10	8	21	\$ 2,510
1.3.7	During Final Design schedule, arrange, prepare for, and attend second round of "one-on-one" Utility Coordination Meetings. Assume meetings with 5 different utilities. Second meeting purpose is to finalize Utility Master Plan, determine ROW/UE requirements, determine utility relocation schedule requirements, and estimate relocation costs. Includes follow up actions determined in meeting.		5	13		7	25	\$ 3,805
1.3.8	Update Utility Master Plan and schedule for use by City's utility coordinator		3	4			7	\$ 1,205
1.3.9	On-going correspondence with utilities and City utility coordinator including working sketches to assist in determining relocation requirements and conceptual relocation schedule. (8 months duration during Preliminary and Final Design)		8	30		10	48	\$ 7,220
1.3.10	Coordinate with KVE staking of project information requested by utilities			4		2	6	\$ 820
1.3.11	Assist City with coordination during relocation activity. Includes: assistance with proposed drainage/roadway design information and assistance with minor variations to relocation design (assumes 4 months of utility relocations)		8	8		8	24	\$ 3,880
Utility Coordination		2	43	87	10	52	194	\$ 29,605
1.4	Right of Way Development							
1.4.1	Prepare preliminary taking linework	1		4	6	2	13	\$ 1,635
1.4.2	Coordinate development of legal descriptions with Kaw Valley			1		3	4	\$ 530
1.4.3	Prepare color tract maps (assume 30 tracts)			6		24	30	\$ 3,960
1.4.4	Prepare and maintain summary of takings				4		4	\$ 420
1.4.5	Prepare Front End Documents	1		4	16		21	\$ 2,425
1.4.6	Review and submit ROW package	1		3			4	\$ 605
1.4.7	Coordinate with appraiser during acquisition			6			6	\$ 840
1.4.8	Update tract maps and right-of-way documents based on land acquisition process comments related to proposed ROW.	1		4		8	13	\$ 1,785
Right of Way Development		4		28	26	37	95	\$ 12,200

Stevenson Street and Lake Side Acres Improvements 12/30/2018		Project Manager	Senior Technical Advisor	Project Engineer	Engineer	Technician	Total	Total Costs
Item of Work		\$185	\$215	\$140	\$105	\$130		
1.5	RCB Design and Structural Details							
1.5.1	RCB Details based on KDOT Standard Details (Assume Special Design Required Due to Loading Configuration - Assumed 2 Sizes)			24	32	24	80	\$ 9,840
1.5.2	RCB Wingwall Details (Assume Special Designs Required - 2 Sheets)			24	32	16	72	\$ 8,800
1.5.3	RCB Pipe Opening, RCB Transition, Inspection Access & Fence Details (Assume 3 Sheets)			14	26	32	72	\$ 8,850
1.5.4	KDOT Standard Details (Assume 4 Sheets)			4		4	8	\$ 1,080
1.5.5	Final Quantities and Engineer's Estimate for Construction	1		6	5		12	\$ 1,550
1.5.6	Senior Technical Review		3	5			8	\$ 1,345
RCB Design and Structural Details		1	3	77	95	76	252	\$ 31,465
1.6	Permitting							
1.6.1	Prepare NPDES Permit Application and SWPPP (includes SWPPP assembly for Contractor)	2		4	16	4	26	\$ 3,130
1.6.2	Prepare COE Nationwide 14 Permit Package for upstream / downstream channel	2	4	10	12	4	32	\$ 4,410
Permitting		4	4	14	28	8	58	\$ 7,540
1.7	Final Design							
1.7.1	Address Field Check Comments on typical sections, plan and profile sheets, drainage design, sanitary relocation, grading, landscaping, private feature impacts)	6	2	16	30	30	84	\$ 10,830
1.7.2	Final Stormwater Model / Calculation Updates for RCB, Inlets, Pipes, Channel	4		10	20		34	\$ 4,240
1.7.3	Erosion and Sediment Control Plans and Details (Stormwater)	2		3	10	6	21	\$ 2,620
1.7.4	Landscaping and Private Feature Restorations Notes and Details			2	6	4	12	\$ 1,430
1.7.5	Include applicable Olathe Standard Details in Final Plans				2	2	4	\$ 470
1.7.6	Final Quantities and Engineer's Estimate for Construction	6		10	20		36	\$ 4,610
	Prepare documents and information to be included with the Project Manual (City provide base documents)	4		10	20		34	\$ 4,240
1.7.8	Senior Technical Review / Milestone Plan Review (Stormwater)	4	8				12	\$ 2,460
1.7.9	Submit three (3) half-size sets of final plans to City and County SMP for review.	3		1		2	6	\$ 955
1.7.10	Upon receipt of City comments on final design submittal, address comments and submit bid documents to City	4	1	8	16	8	37	\$ 4,795
1.7.11	Provide one addendum during the bid process (assumes letter format with no plan revisions)	4		4		2	10	\$ 1,560
1.7.12	General consultation during the bid period	2		2			4	\$ 650
Final Design		39	11	66	124	54	294	\$ 38,860
1.8	Construction Engineering Assistance							
1.8.1	Prepare for and attend Pre-Construction Meeting (City to lead - Provide up to 6 Half and 4 Full Sets of Final Plans and 10 Spec Books to Contractor)	3		5	4		12	\$ 1,675
1.8.2	Attend Periodic Construction Progress Meetings led by City (Assume 3)			6			6	\$ 840
1.8.3	Shop Drawing Review - Storm Structures, Sanitary Relocation (Assume 20 Structures)	1		6	16		23	\$ 2,705
1.8.4	Review Contractor's material submittals (concrete mix design, aggregate,waterline, riprap, erosion control)	2		8			10	\$ 1,490
1.8.5	Shop Drawing Review - Precast RCB			6	10		16	\$ 1,890
1.8.6	Respond to RFI's and assist with general questions during construction	4		12	4		20	\$ 2,840
1.8.7	Plan Revisions (assumes up to 2 minor plan revisions)	4		4	8	4	20	\$ 2,660
1.8.8	Provide Record Drawings to City (Based only on inspector / contractor markups)			2		6	8	\$ 1,060
Construction Engineering Assistance		14		49	42	10	115	\$ 15,160
1.9	Management and Meetings							
1.9.1	Internal Project Kickoff Meeting including Quality Control Procedures	2	1	1	1	1	6	\$ 960
1.9.2	External Project Kickoff Meeting (Assumes HNTB PM,Roadway & Stormwater Task Leads) including preparation of Project Design Criteria	5		5			10	\$ 1,625
1.9.3	Progress Meetings with City of Olathe (3) (Includes Exhibit Preparation)	12		9		6	27	\$ 4,260
1.9.4	Meet with property owners and City On-Site (Assume 3 meetings)	6					6	\$ 1,110
1.9.5	Public Informational Meeting after Preliminary Design (includes exhibit preparation)	6		6	4	8	24	\$ 3,410
1.9.6	Public Informational Meeting (Prior to Construction) (Assumes contractor led and no new exhibits)	6		6			12	\$ 1,950
1.9.7	Work planning and QAQC Plan Development	4		6			10	\$ 1,580
1.9.8	Project Coordination with City and Johnson County (as needed). Includes monthly project review meetings, budget set-up and tracking, scheduling, ongoing communication, and invoice preparation.	18	18	24			60	\$ 10,560
Management and Meetings		59	19					

EXHIBIT B - Scope of Services - 2-C-014-18 - 3-R-002-20 - 1-R-104-17

Stevenson Street and Lake Side Acres Improvements 12/30/2018		Project Manager	Senior Technical Advisor	Project Engineer	Engineer	Technician	Total	Total Costs
Item of Work		\$185	\$215	\$140	\$105	\$130		
3-R-002-20 - Lake Side Acres Street Reconstruction Project								
2.1	Preliminary Roadway Design							
2.1.1	Confirm design criteria for the project and discuss with the City	1	1	2			4	\$ 680
2.1.2	Request and assemble plats, as-builts, and AIMS data including aerial imagery, existing contours, existing surface data, existing utility information, and existing right-of-way and parcel line work to create base mapping (Roadway)	1		1	3	4	9	\$ 1,160
2.1.3	Perform field walk thru with city staff to determine locations of pavement, curb, driveways, sidewalk, ADA ramp, and other items of work	4		8	8	8	28	\$ 3,740
2.1.4	Concept Design and Cost Estimate to determine project limits	2		2	8		12	\$ 1,490
2.1.5	Create Alignment Detail Sheet			1	2	1	4	\$ 480
2.1.6	Develop typical sections and details for roadway reconstruction and mill and overlay	1	1		8	4	14	\$ 1,760
2.1.7	Develop horizontal and vertical geometry for roadway reconstruction of Stevenson-Oak-Hamilton St. "horseshoe" and addition of 4'-5' wide sidewalk assumed to be on the inside of the "horseshoe".	4	2	8	32	4	50	\$ 6,170
2.1.8	Develop horizontal and vertical geometry for reconstruction of 40 driveways associated with Stevenson-Oak-Hamilton St. "Horseshoe" and create Entrance Profile Sheets	4		8	24	12	48	\$ 5,940
2.1.9	Develop plan and profile sheets (plan scale 1"=20') for roadway reconstruction and mill and overlay improvements (assumes 10 total sheets, 4 mill and overlay plan/quant and 6 reconstruction plan/profile)	6		4	24	40	74	\$ 9,390
2.1.10	Create roadway model, surfaces, and roadway cross sections for Stevenson-Oak-Hamilton (assumes 25' intervals)	2	1	8	40	4	55	\$ 6,425
2.1.11	Develop grading / construction limits	2		4	8	2	16	\$ 2,030
2.1.12	Create intersection detail sheets including curb return details and ADA Sidewalk improvements. Assumes 8 curb returns and ADA Ramp locations. Assumes ramp vertical is determined by Contractor.	2		6	14	8	30	\$ 3,720
2.1.13	Preliminary pavement marking and signing sheets	1			4	8	13	\$ 1,645
2.1.16	Preliminary traffic control, sidewalk detour route	1	1		4	4	10	\$ 1,340
2.1.17	Preliminary Quantities and Cost Estimate	2	1	8	32		43	\$ 5,065
2.1.18	Senior Technical Review / Milestone Plan Review (Roadway)		4				4	\$ 860
Preliminary Roadway Design		33	11	60	211	99	414	\$ 51,895
2.2	Sheridan Street Waterline Replacement							
2.2.1	Horizontal and Vertical Design of Sheridan Street Waterline Replacement (Assumes 1700 linear feet including connections to sidestreet lines)	1		12	24		37	\$ 4,385
2.2.2	Preliminary Water Line Plan and Profile Sheets (plan scale 1"=20') (Assumes 4)	1		4	8	12	25	\$ 3,145
2.2.3	Waterline Connection Details (assumes 8)	1		4	8	8	21	\$ 2,625
2.2.4	Address Preliminary City Waterline comments and prepare Final Waterline Plan and Profile Sheets and Connection Details	1		4	8	8	21	\$ 2,625
2.2.5	Include additional Olathe Standard Waterline Detail Sheets in Final Plans			1		1	2	\$ 270
2.2.6	Upon receipt of City comments on final design submittal, address comments and submit bid documents to City	1		1	1	1	4	\$ 560
2.2.7	Senior Technical Review / Milestone Plan Review (Waterline)		4				4	\$ 860
Sheridan Street Waterline Replacement		5	4	26	49	30	114	\$ 14,470
2.3	Street Lighting Design							
2.3.1	Street Lighting Installation Plan			28		8	36	\$ 4,960
2.3.2	Senior Technical Review / Milestone Plan Review (Lighting)		4				4	\$ 860
2.3.3	Street Lighting Installation Plan Revisions from Preliminary Design Comments		2	16		2	20	\$ 2,930
2.3.4	Street Lighting Details, Quantities, Cost Estimate and Specifications		2	8		2	12	\$ 1,810
Street Lighting Design			8	52		12	72	\$ 10,560
2.4	Final Roadway Design							
2.4.1	Perform final walk thru with city staff to review locations of pavement, curb, driveways, sidewalk, ADA ramp, and other items of work	4			4	4	12	\$ 1,680
2.4.2	Address Field Check Comments on typical sections, plan and quantity sheets, profile sheets, intersection details, pavement marking sheets and traffic control plan	8		8	12	8	36	\$ 4,900
2.4.3	Erosion and Sediment Control Plans and Details (Roadway)	1		2	4	8	15	\$ 1,925
2.4.4	Finalize Typical Sections, Alignment Detail Sheet	2		3		4	9	\$ 1,310
2.4.5	Finalize Roadway Plan, Profile and Intersection Detail Sheets	4		8	24	10	46	\$ 5,680
2.4.6	Finalize roadway model, surfaces, and roadway cross sections	2		4	24	2	32	\$ 3,710
2.4.7	Include additional Olathe Standard Roadway Details in Final Plans			1		1	2	\$ 270
2.4.8	Final Quantities and Engineer's Estimate for Construction	4	1	12	24		41	\$ 5,155
2.4.9	Prepare documents and information to be included with the Project Manual (City provide base documents)	4	1	8	1		14	\$ 2,180
2.4.10	Senior Technical Review / Milestone Plan Review (Final Roadway Plans)		4				4	\$ 860
2.4.11	Upon receipt of City comments on final design submittal, address comments and submit bid documents to City	2	1	2	4	4	13	\$ 1,805
Final Roadway Design		31	7	48	97	41	224	\$ 29,475
2.5	Construction Engineering Assistance							
2.5.1	Respond to RFI's and assist with general questions during construction	4		4	2		10	\$ 1,510
2.5.2	Plan Revisions (assumes up to 2 minor plan revisions)	4		4	2	4	14	\$ 2,030
2.5.3	Provide Record Drawings to City (Based only on inspector / contractor markups)	2		1		2	5	\$ 770
Construction Engineering Assistance		10		9	4	6	29	\$ 4,310
3-R-002-20 - Lake Side Acres Street Reconstruction Project		79	30	195	361	188	853	\$ 110,710

EXHIBIT B - Scope of Services - 2-C-014-18 - 3-R-002-20 - 1-R-104-17

Stevenson Street and Lake Side Acres Improvements 12/30/2018		Project Manager	Senior Technical Advisor	Project Engineer	Engineer	Technician	Total	Total Costs
Item of Work		\$185	\$215	\$140	\$105	\$130		
3-R-002-20 - Fee Summary								
Labor:		Project Manager @ \$185/hour		14,615				
		Senior Technical Advisor @ \$215/hour		6,450				
		Project Engineer @ \$140/hour		27,300				
		Engineer @ \$105/hour		37,905				
		Technician @ \$130/hour		24,440				
3-R-002-20 - Lake Side Acres Street Reconstruction Project Estimated Labor Costs:		\$		110,710				
Expenses:		Printing/Plotting/Travel = \$		1,000				
		Control and Field Surveys (KVE)=		29,415				
Total Expense = \$		30,415						
Total Fee = \$		141,125						
1-R-104-17 - Lake Side Acres Sanitary Sewer Improvements								
3.1	Data Collection and Concept Design							
3.1.1	Obtain condition reports and pipeline videos from City of Olathe, Review for pipeline condition and identify service line locations		1		3		4	\$ 530
3.1.3	Conceptual Cost Estimate to verify extents of improvements to include		1	1	3		5	\$ 670
	Data Collection and Concept Design		2	1	6		9	\$ 1,200
3.2	Preliminary Design							
3.2.1	Create Overall Sanitary Sewer Replacement Plan Sheet / Key Map and General Notes	1		2	4	4	11	\$ 1,405
3.2.2	Sanitary Sewer Rehabilitation / Replacement Plan and Profile Sheets (Scale 1"=20') (Assume approximately 1500 linear feet of sewer)	4	2	6	12	12	36	\$ 4,830
3.2.3	Preliminary Quantities and Cost Estimate	1		1	2		4	\$ 535
	Preliminary Design	6	2	9	18	16	51	\$ 6,770
3.3	Final Design							
3.3.1	Address Field Check Comments on Sanitary Rehabilitation / Replacement Plans	1		2	4	8	15	\$ 1,925
3.3.2	Include City Standard Sanitary Details in Plans				1	1	2	\$ 235
3.3.3	Upon receipt of City comments on final design submittal, address comments and submit bid documents to City	1		1	4	4	10	\$ 1,265
3.3.4	Final Quantities and Engineer's Estimate for Construction	1		1	3		5	\$ 640
	Final Design	3		4	12	13	32	\$ 4,065
3.4	Construction Engineering Assistance							
3.4.1	Review Shop Drawings and Catalog Cut Submittals	2		2	6		10	\$ 1,280
3.4.1	Respond to RFI's and assist with general questions during construction	4		4	2		10	\$ 1,510
3.4.2	Plan Revisions (assumes up to 2 minor plan revisions)	4		4	2	4	14	\$ 2,030
3.4.3	Provide As-Built Drawings to City (Based only on inspector / contractor markups)			1		2	3	\$ 400
	Construction Engineering Assistance	10		11	10	6	37	\$ 5,220
1-R-104-17 - Lake Side Acres Sanitary Sewer Improvements		19	4	25	46	35	129	\$ 17,255
1-R-104-17 - Fee Summary								
Labor:		Project Manager @ \$185/hour		3,515				
		Senior Technical Advisor @ \$215/hour		860				
		Project Engineer @ \$140/hour		3,500				
		Engineer @ \$105/hour		4,830				
		Technician @ \$130/hour		4,550				
1-R-104-17 - Lake Side Acres Sanitary Sewer Improvements Estimated Labor Costs:		\$		17,255				
Expenses:		Printing/Plotting/Travel = \$		500				
		Control and Field Surveys (KVE)= \$		15,000				
Total Expense = \$		15,500						
Total Fee = \$		32,755						
Overall Total Hours		263	129	708	942	570	2612	
Overall Fee Summary								
Labor:		Project Manager @ \$185/hour		48,655				
		Senior Technical Advisor @ \$215/hour		27,735				
		Project Engineer @ \$140/hour		99,120				
		Engineer @ \$105/hour		98,910				
		Technician @ \$130/hour		74,100				
Overall Labor Costs: \$		348,520						
Expenses:		Printing/Plotting/Travel =		3,000				
		Geotech (KVE)=		4,175				
		Control and Field Surveys (KVE)=		84,415				
Total Expense = \$		91,590						
Total Fee = \$		440,110						



KAW VALLEY ENGINEERING, INC.

Office: 913.894.5150

Fax: 913.894.5977

Web: www.kveng.com

Address: 14700 West 114th Terrace
Lenexa, KS 66215

January 8, 2019

C18S0105-R2

Mr. Benjamin Will
HNTB Corporation
7400 West 129th Street, Suite 100
Overland Park, Kansas 66213

**RE: PROPOSAL FOR SURVEYING SERVICES
STORMWATER IMPROVEMENTS – SHERIDAN, STEVENSON, OAK,
HAMILTON AND CURTIS STREETS
OLATHE, KANSAS**

Dear Mr. Will:

In response to your request, Kaw Valley Engineering, Inc. (KVE) is pleased to submit the following proposal for survey services for the stormwater improvements on Sheridan, Stevenson, Oak, Hamilton and Curtis Streets in Olathe, Kansas. The scope of services will be performed in accordance with the fee basis and time schedule described herein.

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

Respectfully submitted,
Kaw Valley Engineering, Inc.

Gary A. Leeds, P.E.
Principal

Attachments: Scope of Services/Fees and Attachments

\\VMLX-FILE\Projects\C18_0105_Proposal\2019-01-08 SUR Rev2 Proposal Stormwater Improvements.docx

**SCOPE OF SERVICES/FEES
STORMWATER IMPROVEMENTS
SHERIDAN, STEVENSON, OAK, HAMILTON AND CURTIS STREETS
OLATHE, KANSAS**

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**SCOPE OF SERVICES/FEES
STORMWATER IMPROVEMENTS
SHERIDAN, STEVENSON, OAK, HAMILTON AND CURTIS STREETS
OLATHE, KANSAS**

SCOPE OF SERVICES

1. Project Inventory and Safety Analysis

- a. Administrative project set-up
- b. Review project requirements with Project Engineer
- c. Site visit by Professional Surveyor and designated key personnel
- d. Planning session with Professional Surveyor and Survey Field Manager
- e. Project kick-off meeting, including review of project requirements, documented and included in QC/QA submittal – All team members
- f. Project Safety meeting – Field crew and Survey Field Manager

2. Control Establishment

- a. Place and reference primary Control Points (CP)
- b. Place and describe Project Benchmarks (BM)
- c. Establish Vertical (Sea-Level Datum) NAVD'88 values of CP's and BM's with "Engineering Level" based on Johnson County Control Network
- d. Research United States Public Land Survey System (USPLSS) Corners (Section Corners)
- e. Verify Section Corners; Reference per State Statute
- f. Establish Ground Coordinates (Modified State Plane) based on Johnson County Control Network on Section Corners, Control Points & Benchmarks
- g. Input Control Point, Benchmark & Section Corner descriptions and values into Engineer supplied spreadsheet tables
- h. Quality Control review of field data and table input by the Supervising Professional Surveyor
- i. Filing of Section Corner Ties with the appropriate County and State entities
- j. Once deemed ready for submittal to the Project Engineer, the Quality Assurance Officer will review the Quality Control Procedures implemented to allow issuance per K.A.R. 66-6-1(c)(1)

3. Topographic Survey

a. Sheridan Street (Approximately 1,320 LF)

- i. Detailed topographic survey to street right-of-way on both north and south sides
- ii. Unless physical access is restricted, the topographic survey shall include the character and location of all streets, curbs, utility structures, utility poles, street lights, improved surfaces, walls, buildings, fences, and other improvements within the topographic limits, observed in the process of conducting the fieldwork, including trees 6" diameter and larger, bushes, shrubs, and other natural vegetation within landscaped areas and other substantial features observed in the process of conducting the fieldwork (e.g., parking areas, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse)

- iii. Underground utilities shall be surface located as marked by the Kansas One-Call System and City of Olathe marking services
 - 1. Gathering of utility owner names is limited in nature to the information available such as surface markings on closure boxes or marking flags and will be collected where available
 - 2. Underground line depths, line sizes, line types, line pressure or other non-observable information will not be collected
 - 3. When provided to the Surveyor, as-built information shall be used to verify field data
- iv. Survey shall extend from the centerline of Harrison Street to twenty-five feet (25') east of the centerline of Curtis Street
- v. Additional data shall be collected within the right-of-way of Harrison Street, extending fifty feet (50') north and south of the Sheridan Street centerline
- vi. Additional data shall be collected in the southeast quadrant of the Sheridan and Stevenson (south) Street intersection, extending the area of detail to fifty feet (50') south of the Sheridan street centerline, from the centerline of Stevenson Street (south) ninety feet (90') to the east
- vii. Existing buildings shall be field located using "reflectorless" technology with no detail being gathered beyond the street right-of-way
- viii. The survey shall include six (6) storm sewer structures and one (1) sanitary structure (structure location, size, invert elevations, pipe size & construction material)
- ix. Photographs of the topographic area shall be taken and referenced on a "Photo Log" by photo name, location and direction taken
- x. Topographic information shall be drafted in a format compatible with HNTB drafting standards
- xi. During the drawing process, the field surveyor and Survey Field Manager, shall periodically perform "Office Checks" to insure the completeness and overall quality of the field data
- xii. The drawing shall be underlaid with the latest available GOOGLE aerial image as verification of surface feature location and completeness
- xiii. Upon initial drawing completion, a walk-through field-check of the drawing shall be performed to verify and quality control the drawing
- xiv. The drafting technician shall integrate all "red-lines" and review the drawing utilizing a "Drafting Checklist" to insure completeness
- xv. Upon integration of office and field "red-lines" the drawing shall be Quality Control checked by the supervising Professional Surveyor.
- xvi. Once deemed ready for submittal to the Project Engineer, the Quality Assurance Officer will review the Quality Control Procedures implemented to allow issuance per K.A.R. 66-6-1(c)(1)

b. Stevenson Street (North of Sheridan) (Approximately 400 LF)

- i. Detailed topographic survey to street right-of-way on both east and west sides
- ii. Unless physical access is restricted, the topographic survey shall include the character and location of all streets, curbs, utility structures, utility

poles, street lights, improved surfaces, walls, buildings, fences, and other improvements within the topographic limits, observed in the process of conducting the fieldwork, including trees 6" diameter and larger, bushes, shrubs, and other natural vegetation within landscaped areas and other substantial features observed in the process of conducting the fieldwork (e.g., parking areas, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse)

- iii. Underground utilities shall be surface located as marked by the Kansas One-Call System and City of Olathe marking services
 - 1. Gathering of utility owner names is limited in nature to the information available such as surface markings on closure boxes or marking flags and will be collected where available
 - 2. Underground line depths, line sizes, line types, line pressure or other non-observable information will not be collected
 - 3. When provided to the Surveyor, as-built information shall be used to verify field data
- iv. Survey shall extend from the centerline of Sheridan Street to a point opposite the property line between the houses located at 525 & 601 S Stevenson Street
- v. Existing buildings shall be field located using "reflectorless" technology with no detail being gathered beyond the street right-of-way
- vi. The survey shall include two (2) storm sewer structures and five (5) sanitary structures (structure location, size, invert elevations, pipe size & construction material)
- vii. Photographs of the topographic area shall be taken and referenced on a "Photo Log" by photo name, location and direction taken
- viii. Topographic information shall be drafted in a format compatible with HNTB drafting standards
- ix. During the drawing process, the field surveyor and Survey Field Manager, shall periodically perform "Office Checks" to insure the completeness and overall quality of the field data
- x. The drawing shall be underlaid with the latest available GOOGLE aerial image as verification of surface feature location and completeness
- xi. Upon initial drawing completion, a walk-through field-check of the drawing shall be performed to verify and quality control the drawing
- xii. The drafting technician shall integrate all "red-lines" and review the drawing utilizing a "Drafting Checklist" to insure completeness
- xiii. Upon integration of office and field "red-lines" the drawing shall be Quality Control checked by the supervising Professional Surveyor.
- xiv. Once deemed ready for submittal to the Project Engineer, the Quality Assurance Officer will review the Quality Control Procedures implemented to allow issuance per K.A.R. 66-6-1(c)(1)

c. Channel Survey (North of Sheridan) (Approximately 750 LF)

- i. Detailed topographic survey of existing drainage channel, the south +/-350 LF from the east edge of the existing drive/parking west of the channel to the existing fence lines east of the channel

- ii. Unless physical access is restricted, the topographic survey shall include the character and location of all streets, curbs, utility structures, utility poles, street lights, improved surfaces, walls, buildings, fences, and other improvements within the topographic limits, observed in the process of conducting the fieldwork, including trees 6" diameter and larger, bushes, shrubs, and other natural vegetation within landscaped areas and other substantial features observed in the process of conducting the fieldwork (e.g., parking areas, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse)
- iii. Detailed topographic survey of existing drainage channel, the north +/- 400LF from a line approximately 35 feet west of the channel to the existing fence lines east of the channel
- iv. Underground utilities shall be surface located as marked by the Kansas One-Call System and City of Olathe marking services
 - 1. Gathering of utility owner names is limited in nature to the information available such as surface markings on closure boxes or marking flags and will be collected where available
 - 2. Underground line depths, line sizes, line types, line pressure or other non-observable information will not be collected
 - 3. When provided to the Surveyor, as-built information shall be used to verify field data
- v. Survey shall extend from the centerline of Sheridan Street to a point opposite the north property line of the house located at 513 S Stevenson Street
- vi. Existing buildings shall be field located using "reflectorless" technology with no detail being gathered beyond the topography limits
- vii. The survey shall include one (1) storm sewer structure and four (4) sanitary structures (structure location, size, invert elevations, pipe size & construction material)
- viii. Photographs of the topographic area shall be taken and referenced on a "Photo Log" by photo name, location and direction taken
- ix. Topographic information shall be drafted in a format compatible with HNTB drafting standards
- x. During the drawing process, the field surveyor and Survey Field Manager, shall periodically perform "Office Checks" to insure the completeness and overall quality of the field data
- xi. The drawing shall be underlaid with the latest available GOOGLE aerial image as verification of surface feature location and completeness
- xii. Upon initial drawing completion, a walk-through field-check of the drawing shall be performed to verify and quality control the drawing
- xiii. The drafting technician shall integrate all "red-lines" and review the drawing utilizing a "Drafting Checklist" to insure completeness
- xiv. Upon integration of office and field "red-lines" the drawing shall be Quality Control checked by the supervising Professional Surveyor.

- xv. Once deemed ready for submittal to the Project Engineer, the Quality Assurance Officer will review the Quality Control Procedures implemented to allow issuance per K.A.R. 66-6-1(c)(1)

d. Curtis Street (Approximately 370 LF)

- i. Detailed topographic survey to street right-of-way on both east and west sides
- ii. Unless physical access is restricted, the topographic survey shall include the character and location of all streets, curbs, utility structures, utility poles, street lights, improved surfaces, walls, buildings, fences, and other improvements within the topographic limits, observed in the process of conducting the fieldwork, including trees 6" diameter and larger, bushes, shrubs, and other natural vegetation within landscaped areas and other substantial features observed in the process of conducting the fieldwork (e.g., parking areas, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse)
- iii. Underground utilities shall be surface located as marked by the Kansas One-Call System and City of Olathe marking services
 - 1. Gathering of utility owner names is limited in nature to the information available such as surface markings on closure boxes or marking flags and will be collected where available
 - 2. Underground line depths, line sizes, line types, line pressure or other non-observable information will not be collected
 - 3. When provided to the Surveyor, as-built information shall be used to verify field data
- iv. Survey shall extend from the centerline of Sheridan Street to a point opposite the north property line of the houses located at 603 S Curtis Street
- v. Existing buildings shall be field located using "reflectorless" technology with no detail being gathered beyond the street right-of-way
- vi. The survey shall include two (2) storm sewer structures (structure location, size, invert elevations, pipe size & construction material)
- vii. Photographs of the topographic area shall be taken and referenced on a "Photo Log" by photo name, location and direction taken
- viii. Topographic information shall be drafted in a format compatible with HNTB drafting standards
- ix. During the drawing process, the field surveyor and Survey Field Manager, shall periodically perform "Office Checks" to insure the completeness and overall quality of the field data
- x. The drawing shall be underlaid with the latest available GOOGLE aerial image as verification of surface feature location and completeness
- xi. Upon initial drawing completion, a walk-through field-check of the drawing shall be performed to verify and quality control the drawing
- xii. The drafting technician shall integrate all "red-lines" and review the drawing utilizing a "Drafting Checklist" to insure completeness
- xiii. Upon integration of office and field "red-lines" the drawing shall be Quality Control checked by the supervising Professional Surveyor.

- xiv. Once deemed ready for submittal to the Project Engineer, the Quality Assurance Officer will review the Quality Control Procedures implemented to allow issuance per K.A.R. 66-6-1(c)(1)
- e. **Stevenson Street (South of Sheridan) (Approximately 600 LF)**
 - i. Detailed topographic survey to street right-of-way on the west side and to a point twenty-five (25') beyond the curb line on the east
 - ii. Unless physical access is restricted, the topographic survey shall include the character and location of all streets, curbs, utility structures, utility poles, street lights, improved surfaces, walls, buildings, fences, and other improvements within the topographic limits, observed in the process of conducting the fieldwork, including trees 6" diameter and larger, bushes, shrubs, and other natural vegetation within landscaped areas and other substantial features observed in the process of conducting the fieldwork (e.g., parking areas, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse)
 - iii. Additional information shall be gathered on the existing driveways and sidewalks (if any) on the east side of Stevenson Street to the house fronts
 - 1. Concrete surfaces shall be delineated at the edges to provide profile information and shall include construction joint locations
 - 2. Asphalt surfaces shall be delineated at the edges to provide profile information
 - 3. Gravel or aggregate surfaces will be defined and a centerline profile taken
 - iv. Underground utilities shall be surface located as marked by the Kansas One-Call System and City of Olathe marking services
 - 1. Gathering of utility owner names is limited in nature to the information available such as surface markings on closure boxes or marking flags and will be collected where available
 - 2. Underground line depths, line sizes, line types, line pressure or other non-observable information will not be collected
 - 3. When provided to the Surveyor, as-built information shall be used to verify field data
 - v. Survey shall extend from the centerline of Sheridan Street to a point opposite the centerline of Oak Street
 - vi. Existing buildings shall be field located using "reflectorless" technology with no detail being gathered beyond the street right-of-way (west) and topography limit (east)
 - vii. The survey shall include three (3) storm sewer structures and four (4) sanitary structures (structure location, size, invert elevations, pipe size & construction material)
 - viii. Photographs of the topographic area shall be taken and referenced on a "Photo Log" by photo name, location and direction taken
 - ix. Topographic information shall be drafted in a format compatible with HNTB drafting standards

- x. During the drawing process, the field surveyor and Survey Field Manager, shall periodically perform “Office Checks” to insure the completeness and overall quality of the field data
- xi. The drawing shall be underlaid with the latest available GOOGLE aerial image as verification of surface feature location and completeness
- xii. Upon initial drawing completion, a walk-through field-check of the drawing shall be performed to verify and quality control the drawing
- xiii. The drafting technician shall integrate all “red-lines” and review the drawing utilizing a “Drafting Checklist” to insure completeness
- xiv. Upon integration of office and field “red-lines” the drawing shall be Quality Control checked by the supervising Professional Surveyor.
- xv. Once deemed ready for submittal to the Project Engineer, the Quality Assurance Officer will review the Quality Control Procedures implemented to allow issuance per K.A.R. 66-6-1(c)(1)

f. Oak Street (Approximately 570 LF)

- i. Detailed topographic survey to street right-of-way on the south side and to a point twenty-five (25') beyond the curb line on the north
- ii. Unless physical access is restricted, the topographic survey shall include the character and location of all streets, curbs, utility structures, utility poles, street lights, improved surfaces, walls, buildings, fences, and other improvements within the topographic limits, observed in the process of conducting the fieldwork, including trees 6" diameter and larger, bushes, shrubs, and other natural vegetation within landscaped areas and other substantial features observed in the process of conducting the fieldwork (e.g., parking areas, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse)
- iii. Additional information shall be gathered on the existing driveways and sidewalks (if any) on the north side of Oak Street to the house fronts
 - 1. Concrete surfaces shall be delineated at the edges to provide profile information and shall include construction joint locations
 - 2. Asphalt surfaces shall be delineated at the edges to provide profile information
 - 3. Gravel or aggregate surfaces will be defined and a centerline profile taken
- iv. Underground utilities shall be surface located as marked by the Kansas One-Call System and City of Olathe marking services
 - 1. Gathering of utility owner names is limited in nature to the information available such as surface markings on closure boxes or marking flags and will be collected where available
 - 2. Underground line depths, line sizes, line types, line pressure or other non-observable information will not be collected
 - 3. When provided to the Surveyor, as-built information shall be used to verify field data
- v. Survey shall extend from the centerline of Stevenson Street (south) to a point opposite the centerline of Hamilton Street (south)

- vi. Existing buildings shall be field located using “reflectorless” technology with no detail being gathered beyond the street right-of-way (south) and topography limit (north)
- vii. The survey shall include two (2) sanitary structures (structure location, size, invert elevations, pipe size & construction material)
- viii. Photographs of the topographic area shall be taken and referenced on a “Photo Log” by photo name, location and direction taken
- ix. Topographic information shall be drafted in a format compatible with HNTB drafting standards
- x. During the drawing process, the field surveyor and Survey Field Manager, shall periodically perform “Office Checks” to insure the completeness and overall quality of the field data
- xi. The drawing shall be underlaid with the latest available GOOGLE aerial image as verification of surface feature location and completeness
- xii. Upon initial drawing completion, a walk-through field-check of the drawing shall be performed to verify and quality control the drawing
- xiii. The drafting technician shall integrate all “red-lines” and review the drawing utilizing a “Drafting Checklist” to insure completeness
- xiv. Upon integration of office and field “red-lines” the drawing shall be Quality Control checked by the supervising Professional Surveyor.
- xv. Once deemed ready for submittal to the Project Engineer, the Quality Assurance Officer will review the Quality Control Procedures implemented to allow issuance per K.A.R. 66-6-1(c)(1)

g. Hamilton Street (South of Sheridan Street) (Approximately 660 LF)

- i. Detailed topographic survey to street right-of-way on the east side and to a point twenty-five (25') beyond the curb line on the west
- ii. Unless physical access is restricted, the topographic survey shall include the character and location of all streets, curbs, utility structures, utility poles, street lights, improved surfaces, walls, buildings, fences, and other improvements within the topographic limits, observed in the process of conducting the fieldwork, including trees 6" diameter and larger, bushes, shrubs, and other natural vegetation within landscaped areas and other substantial features observed in the process of conducting the fieldwork (e.g., parking areas, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse)
- iii. Additional information shall be gathered on the existing driveways and sidewalks (if any) on the west side of Hamilton Street to the house fronts
 - 1. Concrete surfaces shall be delineated at the edges to provide profile information and shall include construction joint locations
 - 2. Asphalt surfaces shall be delineated at the edges to provide profile information
 - 3. Gravel or aggregate surfaces will be defined and a centerline profile taken
- iv. Underground utilities shall be surface located as marked by the Kansas One-Call System and City of Olathe marking services

1. Gathering of utility owner names is limited in nature to the information available such as surface markings on closure boxes or marking flags and will be collected where available
 2. Underground line depths, line sizes, line types, line pressure or other non-observable information will not be collected
 3. When provided to the Surveyor, as-built information shall be used to verify field data
- v. Survey shall extend from the centerline of Sheridan Street to a point opposite the centerline of Oak Street
 - vi. Existing buildings shall be field located using “reflectorless” technology with no detail being gathered beyond the street right-of-way (east) and topography limit (west)
 - vii. The survey shall include two (2) sanitary structures (structure location, size, invert elevations, pipe size & construction material)
 - viii. Photographs of the topographic area shall be taken and referenced on a “Photo Log” by photo name, location and direction taken
 - ix. Topographic information shall be drafted in a format compatible with HNTB drafting standards
 - x. During the drawing process, the field surveyor and Survey Field Manager, shall periodically perform “Office Checks” to insure the completeness and overall quality of the field data
 - xi. The drawing shall be underlaid with the latest available GOOGLE aerial image as verification of surface feature location and completeness
 - xii. Upon initial drawing completion, a walk-through field-check of the drawing shall be performed to verify and quality control the drawing
 - xiii. The drafting technician shall integrate all “red-lines” and review the drawing utilizing a “Drafting Checklist” to insure completeness
 - xiv. Upon integration of office and field “red-lines” the drawing shall be Quality Control checked by the supervising Professional Surveyor.
 - xv. Once deemed ready for submittal to the Project Engineer, the Quality Assurance Officer will review the Quality Control Procedures implemented to allow issuance per K.A.R. 66-6-1(c)(1)

h. Hamilton Street Cul-de-Sac (North of Sheridan Street) (Approximately 200 LF)

- i. Detailed topographic survey to a point twenty-five (25') beyond the curb line on the east, north, and west
- ii. Unless physical access is restricted, the topographic survey shall include the character and location of all streets, curbs, utility structures, utility poles, street lights, improved surfaces, walls, buildings, fences, and other improvements within the topographic limits, observed in the process of conducting the fieldwork, including trees 6” diameter and larger, bushes, shrubs, and other natural vegetation within landscaped areas and other substantial features observed in the process of conducting the fieldwork (e.g., parking areas, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse)

- iii. Additional information shall be gathered on the existing driveways and sidewalks (if any) to the house fronts
 - 1. Concrete surfaces shall be delineated at the edges to provide profile information and shall include construction joint locations
 - 2. Asphalt surfaces shall be delineated at the edges to provide profile information
 - 3. Gravel or aggregate surfaces will be defined and a centerline profile taken
- iv. Underground utilities shall be surface located as marked by the Kansas One-Call System and City of Olathe marking services
 - 1. Gathering of utility owner names is limited in nature to the information available such as surface markings on closure boxes or marking flags and will be collected where available
 - 2. Underground line depths, line sizes, line types, line pressure or other non-observable information will not be collected
 - 3. When provided to the Surveyor, as-built information shall be used to verify field data
- v. Survey shall extend from the centerline of Sheridan Street to a point approximately twenty-five feet (25') north of the northerly back of curb on the "end" of the cul-de-sac
- vi. Existing buildings shall be field located using "reflectorless" technology with no detail being gathered beyond the topography limit
- vii. The survey shall include two (2) sanitary structures (structure location, size, invert elevations, pipe size & construction material)
- viii. Photographs of the topographic area shall be taken and referenced on a "Photo Log" by photo name, location and direction taken
- ix. Topographic information shall be drafted in a format compatible with HNTB drafting standards
- x. During the drawing process, the field surveyor and Survey Field Manager, shall periodically perform "Office Checks" to insure the completeness and overall quality of the field data
- xi. The drawing shall be underlaid with the latest available GOOGLE aerial image as verification of surface feature location and completeness
- xii. Upon initial drawing completion, a walk-through field-check of the drawing shall be performed to verify and quality control the drawing
- xiii. The drafting technician shall integrate all "red-lines" and review the drawing utilizing a "Drafting Checklist" to insure completeness
- xiv. Upon integration of office and field "red-lines" the drawing shall be Quality Control checked by the supervising Professional Surveyor.

- xv. Once deemed ready for submittal to the Project Engineer, the Quality Assurance Officer will review the Quality Control Procedures implemented to allow issuance per K.A.R. 66-6-1(c)(1)

i. Proposed Detention Facility Area - Lot 2 and South one-half of Lot 1, Olathe Kansas Fraternal Order of Police Lodge 44 Plat (Approximately 1 acre)

- i. Topographic area bounded on the east by the Stevenson Street right of way, on the west by the Lot 1 western boundary, on the north by the Lot 2 north boundary and its westerly projection, on the southwest by the St. Louis & San Francisco Railroad Right of way, and on the southeast to a line twenty feet (20') southeasterly of the existing drainage way along the southeast line of Lot 2
- ii. Unless physical access is restricted, the topographic survey shall include the character and location of all streets, curbs, utility structures, utility poles, street lights, improved surfaces, walls, buildings, fences, and other improvements within the topographic limits, observed in the process of conducting the fieldwork, including trees 6" diameter and larger, bushes, shrubs, and other natural vegetation within landscaped areas and other substantial features observed in the process of conducting the fieldwork (e.g., parking areas, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse)
- iii. Underground utilities shall be surface located as marked by the Kansas One-Call System and City of Olathe marking services
 - 1. Gathering of utility owner names is limited in nature to the information available such as surface markings on closure boxes or marking flags and will be collected where available
 - 2. Underground line depths, line sizes, line types, line pressure or other non-observable information will not be collected
 - 3. When provided to the Surveyor, as-built information shall be used to verify field data
- iv. There are no buildings on the site and none shall be located
- v. The survey shall include one (1) sanitary structure (structure location, size, invert elevations, pipe size & construction material)
- vi. Photographs of the topographic area shall be taken and referenced on a "Photo Log" by photo name, location and direction taken
- vii. Topographic information shall be drafted in a format compatible with HNTB drafting standards
- viii. During the drawing process, the field surveyor and Survey Field Manager, shall periodically perform "Office Checks" to insure the completeness and overall quality of the field data
- ix. The drawing shall be underlaid with the latest available GOOGLE aerial image as verification of surface feature location and completeness
- x. Upon initial drawing completion, a walk-through field-check of the drawing shall be performed to verify and quality control the drawing
- xi. The drafting technician shall integrate all "red-lines" and review the drawing utilizing a "Drafting Checklist" to insure completeness

- xii. Upon integration of office and field “red-lines” the drawing shall be Quality Control checked by the supervising Professional Surveyor.
- xiii. Once deemed ready for submittal to the Project Engineer, the Quality Assurance Officer will review the Quality Control Procedures implemented to allow issuance per K.A.R. 66-6-1(c)(1)

j. Additional Information - Outside Limits

- i. Lowest Adjacent Grade and Lowest opening elevations shall be gathered on eleven (11) existing structures (houses) designated by the Project Engineer at the address
 - 1. 517 S. Stevenson Street
 - 2. 601 S. Stevenson Street
 - 3. 605 S. Stevenson Street
 - 4. 609 S. Stevenson Street
 - 5. 617 S. Stevenson Street
 - 6. 708 S. Stevenson Street
 - 7. 710 S. Stevenson Street
 - 8. 716 S. Stevenson Street
 - 9. 718 S. Stevenson Street
 - 10. 725 S. Stevenson Street
 - 11. 729 S. Stevenson Street
- ii. Additional Six (6) sewer structures as designated by the Project Engineer
 - 1. Storm sewer structure near the north of the parking lot of the building at 716 S. Harrison Street
 - 2. Sanitary Manhole at the southwest corner of the property at 515 Sheridan Street
 - 3. Sanitary Manhole at the southwest corner of the property at 611 Sheridan Street
 - 4. Inlet and Outfall near the northeast corner of the City of Olathe treatment facility at 600 S. Curtis Street
 - 5. Reinforced Concrete Box (RCB) on the south side of Stevenson Street at the northwest corner of 501 S. Stevenson Street
 - 6. Information for location of the north end of the RCB in #4 above, including the flow line elevations where the inlets on Grace Terrace enter the RCB, if dropping into the top of the RCB, and the north end of the RCB if otherwise exposed

4. Property Basemap Development

a. Property Line Determination

- i. Develop boundary information for thirty (30) tracts identified by the Project Engineer
 - 1. Place plats into existing USPLSS framework
 - 2. Perform field reconnaissance of property corners based on calculated plat locations
 - 3. Locate corners recovered in (ii) above, within the project control network
 - 4. Resolve property lines and right-of-ways from monuments and calculated locations

5. Draw final property basemap including easements as show on the plats of LAKE PARK, LAKE SIDE ACRES and OLATHE KANSAS FRATERNAL ORDER OF POLICE LODGE 44
6. Unplatted parcels shall be drawn from deed information with easements as provided from Ownership & Easement (O&E) Reports
7. Ownerships will be shown as listed In O&E Reports

b. Ownership and Encumbrance Report Documents

- i. The Surveyor shall obtain from a Certified Title Company up to thirty (30) Ownership and Easement Commitments
 1. Commitments will be reviewed by the Supervising Professional Surveyor for completeness
 2. Information (ownership document and easement filing data) within the title commitment shall be placed in the property basemap
- ii. Once initially drawn the property basemap shall be reviewed for completeness and accuracy by the Drafting Manager and all error/omissions addressed
- iii. The completed property basemap shall be reviewed by the Supervising Professional Surveyor
- iv. Once deemed ready for submittal to the Project Engineer, the Quality Assurance Officer will review the Quality Control Procedures implemented to allow issuance per K.A.R. 66-6-1(c)(1)
- v. No allowance is made to update the ownership reports (see section entitled “Exclusions” below)
- vi. All ownership reports shall be provided to the Project Engineer, in electronic format only, organized by predetermined tract number

5. Description Preparation

- a. Prepare up to thirty (30) legal descriptions for the acquisition of both permanent and/or temporary easements
 - i. The Surveyor shall utilize drawing geometry provided by the Project Engineer, in CAD format, to define the location and courses of the required easements
 - ii. Descriptions shall be written in a format acceptable to the City of Olathe
 - iii. Easements shall be prepared by qualified personnel overseen by a Kansas Professional Surveyor
 - iv. All easements shall have a COGO closure report generated and meet or exceed the Kansas Minimum Standards for the preparation of descriptions
 - v. Completed descriptions are independently drawn and overlaid against the provided geometry to verify accuracy
 - vi. The Supervising Professional Surveyor shall review easement displays developed by HNTB, for Station & Offset accuracy only
 - vii. All descriptions shall be reviewed by the Drafting Manager for closure and completeness utilizing a “Description Checklist”
 - viii. The Supervising Professional Surveyor shall review and seal the descriptions

- ix. Once deemed ready for submittal to the Project Engineer, the Quality Assurance Officer will review the Quality Control Procedures implemented to allow issuance per K.A.R. 66-6-1(c)(1)

6. Locations of Geotechnical Borings

- a. After the completion of the geotechnical field investigations (borings) the boring locations shall be located within the framework of the project control
- b. The location data (X,Y,Z) shall be imported into the topographic basemap for verification of location and elevation
- c. Data points shall be provided to the Geotechnical Engineer and Project Engineer in a text format to facilitate the completion of the Geotechnical Report and inclusion in Construction Documents

7. Post Design Services

- a. Staking of Right-of-Way (R/W) and proposed easements three (3) separate times for three (3) tracts, each time
 - i. for owner inspection
 - ii. for proposed condemnation
 - iii. for utility relocation

8. Contingency Services

- a. On-Call services as directed by the Project Engineer
 - i. 8 Hours Field
 - ii. 8 Hours Drafting
 - iii. 4 Hours Professional Surveyor
 - iv. Associated Management, QC\QA

9. Submittal

- a. Prepare project survey books including documentation for
 - i. Control
 - 1. Control point data and descriptions
 - 2. Benchmark data and descriptions
 - ii. USPLSS filings
 - iii. Property / Right-of-Way development notes
 - iv. Topographic field survey (signed by the Supervising Professional Surveyor per K.A.R. 66-6-1(c)(1))
 - v. Utility coordination information
 - vi. Property basemap drawing included in signed Topographic drawing
 - vii. Topographic Utility drawing included in signed Topographic drawing
 - viii. Sewer structure notes
 - ix. Photo logs
 - x. Quality Control/Quality Assurance documentation including certification per H.N.T.B. Quality Control Plan requirements

10. Exclusions

- a. Items removed at the Project Engineers request
 - i. Elimination of detail survey information
 - 1. Around houses
 - 2. Inside fences along channel route, item 3.c.i.
 - 3. Beyond street right-of-way unless stated, items (3.e.i.) (3.f.i.) (3.g.i.)

- ii. Reduction of Ownership Reports from forty (40) to thirty (30), item (4.b.i.)
- iii. Updates to Ownership Reports, item (4.c.)
- iv. Staking of project centerlines at stationing
- v. Staking of project right-of-way with the exception of three (3) designated tracts, item (7.)
- vi. Post construction “As-Built” information
- vii. Monumentation of properties
- viii. Elevation Certificates of affected properties
- b. This list is not all inclusive and services in this agreement are specifically limited to those listed in paragraphs 1 through 9 above. All other requested services shall require a written supplemental signed by the Project Engineer or other designee of H.N.T.B. prior to any effort.

11. Attachments

- a. Exhibit A – Compensation
- b. Exhibit B – Survey Limits

Exhibit A - Compensation**R-2**

<u>Services</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extension</u>
Project Inventory and Safety Analysis:			
Task 1 - Completion February 01, 2019*			
Principal	1	\$ 180.00	\$ 180.00
Registered Land Surveyor	5	\$ 120.00	\$ 600.00
Survey Supervisor	3	\$ 110.00	\$ 330.00
Survey Crew	2	\$ 160.00	\$ 320.00
CADD Supervisor	1	\$ 90.00	\$ 90.00
CADD Technician	1	\$ 75.00	\$ 75.00
Administrative Technician	1	\$ 50.00	\$ 50.00
			<u>\$ 1,645.00</u>
Control Establishment:			
Task 2 - Completion February 06, 2019*			
Principal	0.5	\$ 180.00	\$ 90.00
Registered Land Surveyor	2	\$ 120.00	\$ 240.00
Survey Supervisor	2	\$ 110.00	\$ 220.00
Survey Crew	26	\$ 160.00	\$ 4,160.00
Survey Crew-1	0	\$ 125.00	\$ -
CADD Supervisor	2	\$ 90.00	\$ 180.00
CADD Technician	2	\$ 75.00	\$ 150.00
			<u>\$ 5,040.00</u>
Topographic Survey:			
Task 3 - Completion March 01, 2019*			
Principal	5	\$ 180.00	\$ 900.00
Registered Land Surveyor	10	\$ 120.00	\$ 1,200.00
Survey Supervisor	15	\$ 110.00	\$ 1,650.00
Survey Crew	174	\$ 160.00	\$ 27,840.00
CADD Supervisor	9.5	\$ 90.00	\$ 855.00
CADD Technician	105	\$ 75.00	\$ 7,875.00
			<u>\$ 40,320.00</u>
Property Basemap Development (Selected Ownership Reports (30)):			
Task 4 - Completion June 7, 2019*			
Principal	0.5	\$ 180.00	\$ 90.00
Registered Land Surveyor	18	\$ 120.00	\$ 2,160.00
Survey Supervisor	2	\$ 110.00	\$ 220.00
Survey Crew	16	\$ 160.00	\$ 2,560.00
CADD Supervisor	6	\$ 90.00	\$ 540.00
CADD Technician	42	\$ 75.00	\$ 3,150.00
			<u>\$ 8,720.00</u>
Writing of Descriptions:			
Task 5 - Completion July 20, 2018*			
Principal	10	\$ 180.00	\$ 1,800.00
Registered Land Surveyor	25	\$ 120.00	\$ 3,000.00
Survey Supervisor	0	\$ 110.00	\$ -
Survey Crew	0	\$ 160.00	\$ -
CADD Supervisor	15	\$ 90.00	\$ 1,350.00
CADD Technician	60	\$ 75.00	\$ 4,500.00
			<u>\$ 10,650.00</u>

Locations of Geotechnical Borings:**Task 6 - Completion within 1-week of Field Investigation (borings) Completion***

Principal	0.5	\$	180.00	\$	90.00
Registered Land Surveyor	0.5	\$	120.00	\$	60.00
Survey Supervisor	1	\$	110.00	\$	110.00
Survey Crew	4	\$	160.00	\$	640.00
CADD Supervisor	0	\$	90.00	\$	-
CADD Technician	1	\$	75.00	\$	75.00
				\$	975.00

Stake Right-of-Way, Takings & Centerline**Task 7 - Completion July 31, 2019 or as Required***

Principal	0	\$	180.00	\$	-
Registered Land Surveyor	0.5	\$	120.00	\$	60.00
Survey Supervisor	1.5	\$	110.00	\$	165.00
Survey Crew	12	\$	160.00	\$	1,920.00
CADD Supervisor	0	\$	90.00	\$	-
CADD Technician	0	\$	75.00	\$	-
				\$	2,145.00

Contingency Services:**Task 8 - As Needed / On-Call***

Principal	0.5	\$	180.00	\$	90.00
Registered Land Surveyor	4	\$	120.00	\$	480.00
Survey Supervisor	1	\$	110.00	\$	110.00
Survey Crew	8	\$	160.00	\$	1,280.00
CADD Supervisor	1	\$	90.00	\$	90.00
CADD Technician	8	\$	75.00	\$	600.00
				\$	2,650.00

Submittal**Task 9 - Completion July 31, 2019**

Principal	0.5	\$	180.00	\$	90.00
Registered Land Surveyor	8	\$	120.00	\$	960.00
Survey Supervisor	2	\$	110.00	\$	220.00
Survey Crew	1	\$	160.00	\$	160.00
CADD Supervisor	1	\$	90.00	\$	90.00
CADD Technician	2	\$	75.00	\$	150.00
				\$	1,670.00

Subtotal - Labor**\$ 73,815.00****Reimbursables:**

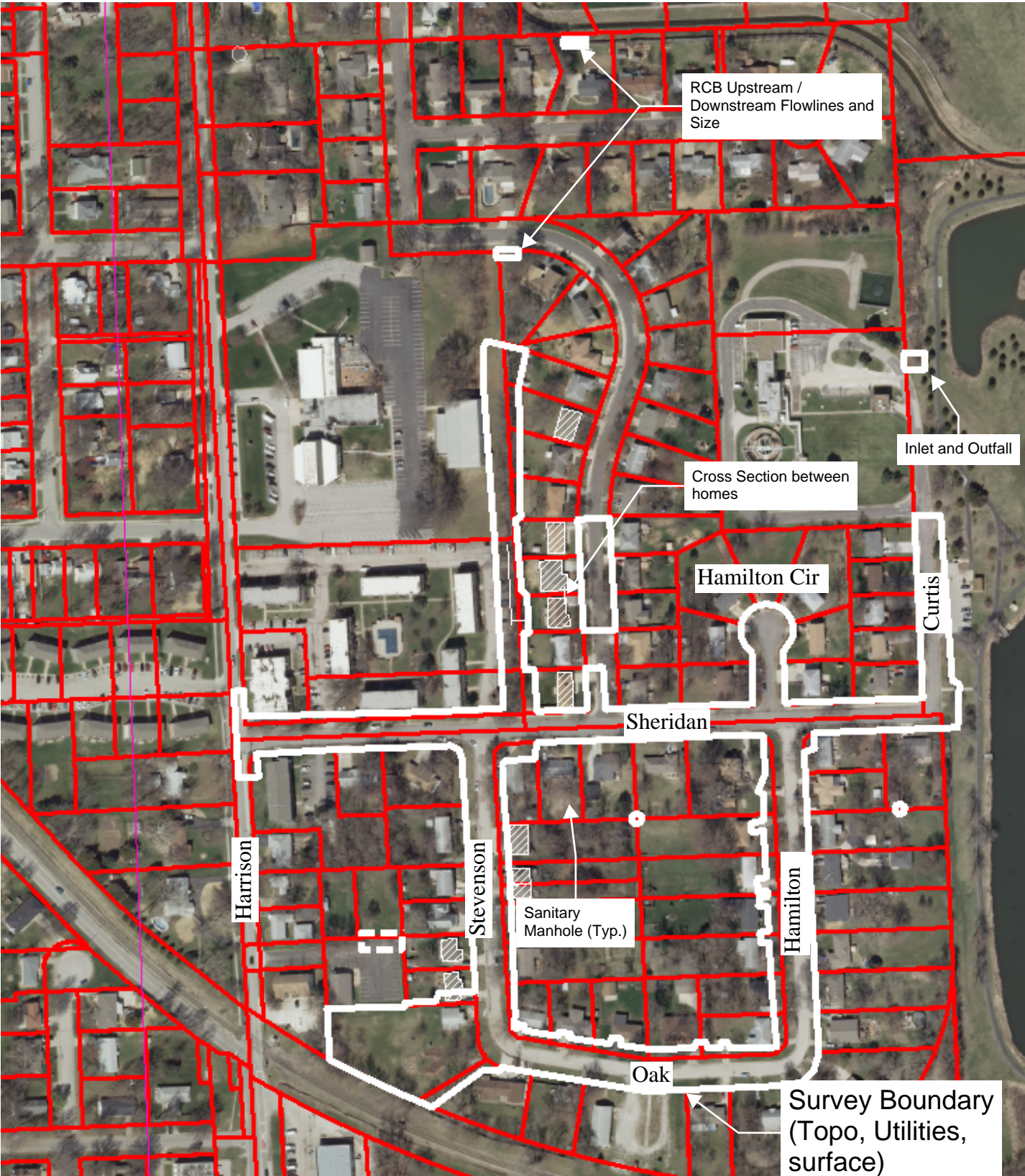
Task 1 - Research Copies and Plats		Lump Sum	\$	50.00
Task 2 - Monuments and Section Corner Filing		Lump Sum	\$	50.00
Task 4 - Ownership Reports	30	\$	350.00	\$ 10,500.00
Task 7 - Update Ownership Reports	0	\$	150.00	\$ -
Subtotal - Reimbursables				\$ 10,600.00

Total**\$ 84,415.00**

*Completion dates are based on schedule provided by HNTB as shown on Exhibit C

Stevenson Street and Lakeside Acres
Olathe P.N. 2-C-014-18, 3-R-002-220, 1-R-001-20
HNTB Project #72674

Survey
Request





KAW VALLEY ENGINEERING, INC.

Office: 913.894.5150

Fax: 913.894.5977

Web: www.kveng.com

Address: 14700 West 114th Terrace
Lenexa, KS 66215

December 18, 2018

C18G0105

Mr. Benjamin Will
HNTB Corporation
7400 West 129th Street, Suite 100
Overland Park, Kansas 66213

**RE: PROPOSAL FOR GEOTECHNICAL SERVICES
SOUTH STEVENSON STREET
STORMWATER IMPROVEMENTS
OLATHE, KANSAS**

Dear Mr. Will:

In response to your request, Kaw Valley Engineering, Inc. (KVE) is pleased to submit the following proposal for geotechnical services for the above referenced project.

The scope of services outlined below (the "Services") will be performed in accordance with the fee basis, time schedule and other pertinent information described herein. Please provide your authorization to proceed with the Services by returning a signed and dated copy of this letter.

PROJECT DESCRIPTION

The proposed project is to consist of improvements to the storm sewer structure within the vicinity of the South Stevenson Street Right-of-Way in Olathe, Kansas.

SCOPE OF SERVICES

The purpose of the Services will be to develop design and construction recommendations for geotechnical aspects of the project as defined in the project description. The geotechnical recommendations will be based on the soil, rock and groundwater conditions encountered in the borings at the time of exploration. You will be advised during the course of the exploration if conditions requiring additional exploration are present.

Geotechnical Field Exploration and Laboratory Testing

The field services will consist of drilling five (5) borings for the proposed storm structure improvements. The planned depth for these borings is ten (10) feet. Rock coring will be performed in two (2) of the borings if auger refusal is encountered.

Soil samples will be obtained from the borings at nominal intervals of 5 feet or detected changes in soil strata. Samples will be obtained by standard penetration test methods or 3-inch O.D. thin-walled Shelby tubes, as soil conditions warrant.

The groundwater level will be observed in each boring at the time of drilling and approximately 24 hours after completion, or upon leaving the project site, whichever is sooner, unless it is necessary to backfill a boring immediately after drilling.

Laboratory tests such as moisture content, dry density, Atterberg limits, and unconfined compressive strength will be performed to establish physical and engineering characteristics of the soil and rock.

Geotechnical Report

The Geotechnical Report will be developed to provide design recommendations for the bridge foundation, retaining wall design, slope stability analysis of the new channel design features, and construction requirements for the new retaining walls. The report will include:

- Documentation of the field and laboratory phase of the exploration.
- Summarization of the soil, rock and groundwater conditions and their effect on the proposed construction.
- Detailed boring logs and site plan indicating boring locations.
- Identification of possible areas where deleterious materials may be encountered, their effect on construction, and methods of remedial treatment.
- Suitability of on-site material for use as fill and its effect on storm structure performance.
- Recommendations for site grading including excavation, site preparation, fill placement, compaction, subgrade protection, and anticipated problems.
- Discussion of unusual site features which require additional consideration.

Other illustrations will be included as necessary to clarify engineering recommendations.

EXPLORATION, UTILITY VERIFICATION, AND SITE ACCESS

Site Access

By execution of this agreement, the Client grants or agrees to obtain access to the site for all equipment and personnel necessary for Kaw Valley Engineering, Inc. to perform the Services. It is anticipated that the borings will be accessible to a truck mounted drill rig. If additional work to allow rig access is required, further fees will apply and will be quoted to you separately.

Borings will be backfilled with drill cuttings or bentonite, as appropriate. Excess drill cuttings will be mounded over the borehole in grassed areas. When borings are made in paved areas, the excess cuttings will be removed from the boring location to a designated on-site location. Borings located in asphalt or concrete will be patched with a similar material. Borings filled with cuttings may slump and may require periodic filling by the client or owner.

Boring Location

Borings will be located in the field by measurements from on-site physical features. Elevations will be determined by differential leveling, utilizing a fixed monument on site as a benchmark if available.

Utilities

Utility companies will be notified to identify, to the extent possible, the location of underground utilities and other subterranean structures. Public utilities will not provide information beyond service connections. Information between service connections and a structure must be provided by the owner or his representative.

Traffic Control

Traffic control (signing, warning devices, channelizing devices and/or flagmen) for activities occurring on or adjacent to an active roadway will be subcontracted from a firm specializing in roadway traffic control. The fees for these services will be invoiced at cost plus 10% administrative markup. Alternatively, Client may contract directly with a competent traffic control firm for these services. KVE is not responsible for services that cannot be performed due to inadequate or unsafe access to the work. Additional mobilizations shall apply if site is not ready due to lack of adequate traffic control.

SCHEDULE AND FEE BASIS

We will proceed with this project within three weeks of receipt of written authorization if weather and site conditions permit and a drill rig is available. The geotechnical report will be issued within four weeks of the completion of the fieldwork.

We will perform the Geotechnical Services described herein for the following fees:

Services	Unit	Quantity	Unit Price	Extension
Field Activities:				
Drill Crew	Hour	10	\$180.00	\$1,800.00
Geologist	Hour	8	\$100.00	\$ 800.00
Traffic Control	Daily	0	\$600.00	\$ 0.00
Laboratory Work:				
Moisture Content	Each	10	\$10.00	\$ 100.00
In-Situ Density	Each	10	\$10.00	\$ 100.00
Unconfined Compression	Each	3	\$50.00	\$ 150.00
Direct Shear	Each	0	\$375.00	\$ 0.00
Atterberg Limits	Each	3	\$75.00	\$ 225.00
Geotechnical Report:				
Geotechnical Engineer	Hour	6	\$150.00	\$ 900.00
Administration	Hour	2	\$50.00	\$ 100.00
Total				<u>\$4,175.00</u>

Additional work performed outside of the Scope of Services will be charged in accordance with the attached rate schedules.

We appreciate the opportunity to be of service to you. If you have any questions or comments, please do not hesitate to contact us at (913) 894-5150.

Respectfully submitted,
Kaw Valley Engineering, Inc.



Michael R. Osbourn, P.E.
Principal

Attachments: 2018 Standard Hourly Rate Schedule
2018 Geotechnical Field Services Schedule of Fees
2018 Geotechnical Laboratory Testing Schedule of Fees

EXHIBIT C
Fee & Rate Schedule

EXHIBIT C
Fee & Rate Schedule

Stevenson Street and Lake Side Acres Improvements
HNTB Schedule of Rates

Rates are effective for services from
January 1, 2019 through December 31, 2019

<u>Position Classification</u>	<u>Hourly Billing Rate</u>
Group Director	\$ 300.00
Department Manager	\$ 240.00
Section Manager	\$ 185.00
Senior Project Manager	\$ 250.00
Project Manager II	\$ 205.00
Project Manager I	\$ 175.00
Senior Technical Advisor	\$ 215.00
Senior Project Engineer/Senior Squad Leader	\$ 170.00
Project Engineer/Squad Leader	\$ 140.00
Engineer III	\$ 125.00
Engineer II	\$ 110.00
Engineer I	\$ 105.00
Engineer	\$ 95.00
*Engineer Intern	\$ 65.00
Senior Technician	\$ 130.00
*Technician III	\$ 110.00
*Technician II	\$ 90.00
*Technician I	\$ 75.00
Senior Administrative Assistant	\$ 85.00
Administrative Assistant	\$ 70.00
Office Business Manager	\$ 160.00
Project Analyst	\$ 125.00
Senior Field Representative	\$ 135.00
Field Representative	\$ 120.00
*Inspector II	\$ 90.00
*Inspector I	\$ 75.00
Public Involvement Manager	\$ 160.00

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



2018 Standard Hourly Rate Schedule

This rate schedule is updated once each year in January, and the current rates in effect at the time of service shall apply.

Design Services

Principal	180.00
Project Manager.....	150.00
Structural Engineer	150.00
Senior Design Engineer	130.00
Design Engineer	110.00
Intern Engineer	95.00
Senior Design Technician	90.00
Drafting Technician	75.00
Administrative Assistant	50.00

Surveying Services

Project Manager / Survey Manager	120.00
Professional Land Surveyor / Department Supervisor	110.00
1-Person Survey Crew with Standard Equipment	90.00
1-Person Survey Crew with GPS / Robotic Total Station Equipment.....	125.00
1-Person Survey Crew with 3-D Scanner Equipment.....	135.00
2-Person Survey Crew with Standard Equipment	125.00
2-Person Survey Crew with GPS / Robotic Total Station Equipment.....	160.00
2-Person Survey Crew with 3-D Scanner Equipment.....	170.00
ATV Equipment.....	25.00

Geotechnical, Construction Inspection & Materials Testing Services

Supervisor of Field Services	100.00
Geotechnical Engineer.....	150.00
Materials Engineer	150.00
Registered Geologist	100.00
Truck-Mounted Drill Rig with Crew	180.00
ATV-Mounted Drill Rig with Crew	200.00
Senior Engineering Technician (Construction Inspection).....	80.00
Engineering Technician (Construction Inspection)	70.00
Senior Lab Technician	75.00
Lab Technician.....	65.00
Non-Destructive Testing Technician	100.00

In addition to the above, reimbursement shall be made for expenses incurred in connection with the project such as filing fees, print, research materials, equipment rental, mileage, per diem, postage and handling, and any other related expenses will be billed at their direct cost. Subcontracted labor, technical photography, and other direct job costs will be billed at their direct cost.

PRINTING & COPYING

Miscellaneous Expenses	At direct cost
Walk-In Customers	\$10.00 flat fee
Mylar	7.00/sheet
Bond	2.50/sheet
8½" x 11" (Black & White)	0.50/sheet
11" x 17" (Black & White)	0.80/sheet
8½" x 11"	1.50/sheet
11" x 17"	2.50/sheet
Large Media.....	10.50/Sq.Ft.

EQUIPMENT

Vehicle Mileage (Truck or Auto)	0.55/mile
Vehicle Mileage (Drill Rig)	4.00/mile

Hourly Rate Sheet 2018.docx.02.17

2319 N. Jackson, PO Box 1304 ▪ Junction City, Kansas 66441 ▪ Tel: 785-762-5040 ▪ Fax: 785-762-7744
 8040 N. Oak Trafficway ▪ Kansas City, Missouri 64118 ▪ Tel: 816-468-5858 ▪ Fax: 816-468-6651
 14700 West 114th Terrace ▪ Lenexa, Kansas 66215 ▪ Tel: 913-894-5150 ▪ Fax: 913-894-5977
 742 Duvall Ave. ▪ Salina, Kansas 67401 ▪ Tel: 785-823-3400 ▪ Fax: 785-823-3411
 1225 West Sixth Avenue, Suite C ▪ Emporia, Kansas 66801 ▪ Tel: 620-208-5240
 200 N. Emporia, Suite 100 ▪ Wichita, Kansas 67202 ▪ Tel: 316-440-4304



GEOTECHNICAL FIELD SERVICES
Schedule of Fees – 2018 (KC Metro Area)

WORK ITEM		UNIT	UNIT PRICE
FIELD EXPLORATION			
	Mobilization	Mile	\$4.00
	4" Continuous Flight Auger	Foot	\$12.00
	6" Hollow Stem Auger	Foot	\$14.00
	Rotary Wash Drilling	Foot	\$15.00
	4" Casing	Foot	\$5.00
	NQ Coring	Foot	\$45.00
	Standard Penetration Test	Each	\$20.00
	Thin Walled Tube	Each	\$20.00
	Bentonite Backfill	Foot	\$4.00
	Dynamic Cone Penetration Testing	Each	\$35.00
	Pressuremeter (per point)	Each	\$500.00
	Soil Resistivity (Field)	Each	\$425.00
	Truck Mounted Drill Rig with Crew	Hour	\$180.00
	ATV Drill Rig with Crew	Hour	\$200.00
Note: Hourly and Mileage rates are charged portal to portal; laboratory testing rates are based on samples delivered to lab, fees for obtaining samples will be billed at basic hourly and mileage rates. Time in excess of 8 hours a day, Saturday, Sunday, and holidays will be billed at the above standard rates.			



**GEOTECHNICAL LABORATORY TESTING
Schedule of Fees – 2018 (KC Metro Area)**

WORK ITEM		UNIT	UNIT PRICE
SOIL TESTING			
	Natural Moisture Content (sample returned to lab) (ASTM D2216)	Each	\$10.00
	Sample Unit Weight	Each	\$10.00
	Atterberg Limits	Each	\$75.00
	Grain Size (Sieve and Hydrometer) Analysis	Each	\$150.00
	Specific Gravity, #4 (ASTM D 854)	Each	\$75.00
	Organic Content by Ignition Furnace (ASTM D2974)	Each	\$110.00
	California Bearing Ratio (not including Proctor curve)	Each	\$150.00
	Moisture Density Relationship (ASTM D 698)	Each	\$175.00
	Moisture Density Relationship (ASTM D 1557)	Each	\$200.00
	Unconfined Compression - Soil	Each	\$50.00
	Unconfined Compression - Rock	Each	\$50.00
	Consolidation Test (0.25 tsf to 16 tsf) with rebound curve	Each	\$500.00
	Oedometer shrink/swell test with expansion pressure	Each	\$200.00
	Triaxial Compression, UU, (ASTM D 2850), (per point)	Each	\$100.00
	Triaxial Compression, UU, Backpressure Saturated, (per point)	Each	\$170.00
	Triaxial Compression, CU, with pore pressure measurement, (per point)	Each	\$200.00
	Triaxial Compression, CD, (per point)	Each	\$450.00
	Soil Resistivity (Lab)	Each	\$200.00
	Direct Shear (Set of 3 samples) (ASTM D 3080)	Each	\$375.00
	Relative Density (ASTM D 4253/4254)	Each	\$175.00
	Flexible wall permeability test	Each	\$250.00
	Corrosivity Test	Each	\$275.00
	Shrinkage Limit	Each	\$300.00
Note: Hourly and Mileage rates are charged portal to portal; laboratory testing rates are based on samples delivered to lab, fees for obtaining samples will be billed at basic hourly and mileage rates. Time in excess of 8 hours a day, Saturday, Sunday, and holidays will be billed at the above standard rates.			

EXHIBIT D
Land Acquisition Checklist for Consultant Projects

Complete submittal of these documents is required 7 months prior to acquisition of easements.

- ___ Determine what types of easements are required for each tract:
- i.e. Street Dedication, Temporary Construction Easement, Utility Easement, Permanent Drainage Easement, or Sidewalk Easement.
If TCE need termination or end date.
- ___ REQUIRED INFORMATION:
- a) City Project No. and Project Name; State Project No. and Federal Project No. (if applicable)
 - 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) The name of any other party who has an interest (contract for deed holder, lienholder, mortgage companies, tenant, etc.)
 - f) Situs Address
 - g) Mailing Address
 - h) Other easement holders (utilities, tenants with 99 year leases)
 - i) Temporary Construction Easement must include the date that the easement rights end.
 - j) Legal description of the entire tract, including total square footage.
 - k) Legal description of the new taking, including total square footage.
 - l) Tract map
 - m) Ownership & Encumbrance title report, not more than 9 months since certification, showing current ownership, liens, mortgages, existing easements and any other encumbrances upon the property.
 - n) Copy of last deed(s) of record. If an undivided interest is conveyed in the deed, we need 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, we will need a copy of both deeds.
 - o) 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 is attached):

- a) Map of entire property (May not be possible on large parcels and still showing legible taking) showing location of the easement (s) and indicating any trees to be removed or fences to be moved. Outlines of buildings are to be shown so that we can tell 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 will be placed on separate exhibits with permanent easements on one exhibit and temporary easements on a separate exhibit. **EASEMENT MUST BE CLEARLY VISIBLE ON DRAWING.**
- b) Property owner's names, mailing address, situs address (if different from mailing), Johnson County Parcel ID number, tract number, lienholder, easement holder.
- c) Map of tract must 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 must 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 plan for the project. The Consultant will make corrections, at no cost to the City, to fix errors determined by the City 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) must be marked Exhibit "A" as referenced in the easement documents.**

____ Submit Documents to Public Works staff.

EXHIBIT E
CITY OF OLATHE INSURANCE REQUIREMENTS

A. Consultant shall procure, and maintain as required, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the project. The cost of such insurance shall be included in the Consultant's bid.

B. Consultant shall maintain the following coverages and minimum limits.

1. Commercial General Liability (CGL): [ISO "occurrence" form or its equivalent] \$1,000,000 per occurrence limit including personal and advertising injury and products - completed operations. Any general aggregate limit should be at least \$2,000,000.
2. Business Auto Coverage: (*Owned and non-owned autos*) \$500,000 per occurrence, combined single limit.
3. Workers Compensation and Employers Liability: Workers compensation limits as required by applicable state workers' compensation laws and employer's liability limits or equivalent of \$500,000/\$500,000/\$500,000.
4. Professional Liability: Minimum limits to be \$1,000,000 each claim / annual aggregate.
5. Coverage Limits. Coverage limits for General and Auto Liability exposures may be met by a combination of primary and umbrella policy limits.
6. Exposure Limits: The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of the Consultant nor has the City assessed the risk that may be applicable to Consultant. Consultant shall assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverages. The Consultant's insurance shall 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. Additional Insured. CGL and auto policies must be endorsed to include the City as additional insured for the project. Any and all coverage available to the named insured is applicable to the additional insured. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

D. Verification of Coverage.

1. A certificate of insurance, listing the City as a certificate holder, accompanied by an additional insured endorsement or equivalent.
2. The insurance coverages are to be provided by Kansas authorized insurance companies with a Best's rating of at least A- VII. Those not meeting this standard must be approved by City.
3. Any self-insurance or self-insured retentions must be specified on the certificate of insurance. In addition, when self-insured the name, address, and telephone number of the claims office must be indicated on the certificate or separate attached document. Any and all deductibles or self-insurance in the above described coverages shall be the responsibility and at the sole risk of the Consultant.
4. When any of the foregoing insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage shall be submitted along with the application for final payment.
5. Any coverage provided by a Claims-Made form policy must contain a three-year tail option, extended reporting period, or must be maintained for three years' post contract.

E. Cancellation. Each insurance policy required shall not be suspended, voided, or canceled, except after Consultant has provided thirty (30) days' advance written notice to the City.

F. Sub-Consultants. All coverages for sub-Consultants must meet all of the requirements stated herein.

EXHIBIT F
Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/07/2019

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

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

PRODUCER IMA, Inc. 51 Corporate Woods 9393 W. 110th Street, Suite 600 Overland Park, KS 66210	1-913-982-3650	CONTACT NAME: Business Insurance Manager PHONE (A/C No. Ext): 816-527-2511 E-MAIL ADDRESS: businessinsurancemgr@hntb.com	FAX (A/C No): 816-472-4060
INSURED HNTB Corporation 7400 West 129th Street, Suite 100 Overland Park, KS 66213		INSURER(S) AFFORDING COVERAGE INSURER A: LIBERTY INS CORP INSURER B: Liberty Mutual Fire Insurance Co. INSURER C: Liberty Mutual Insurance Corp INSURER D: INSURER E: INSURER F:	NAIC # 42404 23035 23035

COVERAGES

CERTIFICATE NUMBER: 55077450

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			TB7-641-433035-219	01/01/19	01/01/20	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 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			AS2-641-433035-209	01/01/19	01/01/20	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 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WA7-64D-433035-669	01/01/19	01/01/20	<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)

HNTB Job 72674, City of Olathe Storm Water Improvements

If required by written contract, City of Olathe is Additional Insured as respects General Liability and Auto Liability subject to the terms, conditions and exclusions of the policies, which shall be considered primary and non-contributory. Insurers will provide 30 days' notice of cancellation, for reasons other than non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

HNTB Job 72674 City of Olathe, Kansas PO Box 768 Olathe, KS 66051 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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klatier
55077450



CERTIFICATE OF LIABILITY INSURANCE

5/1/2019

DATE (MM/DD/YYYY)

1/7/2019

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 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C No. Ext):	FAX (A/C No.):
INSURED 1445015 HNTB CORPORATION 7400 WEST 129TH STREET, SUITE 100 OVERLAND PARK KS 66213	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Lloyds of London	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 15814930 **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 <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N	N	LDUSA1804553	5/1/2018	5/1/2019	\$1,000,000 PER CLAIM/ ANNUAL AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: STORM WATER IMPROVEMENTS.

CERTIFICATE HOLDER

15814930
CITY OF OLATHE, KS
PO BOX 768
OLATHE KS 66051

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

EXHIBIT G
Certificate of Good Standing to Conduct Business in Kansas

STATE OF KANSAS
OFFICE OF
SECRETARY OF STATE
KRIS W. KOBACH

I, KRIS W. KOBACH, Secretary of State of the state of Kansas, do hereby certify, that according to the records of this office.

Business Entity ID Number: 2036200

Entity Name: HNTB CORPORATION

Entity Type: FOREIGN FOR PROFIT

State of Organization: DE

Resident Agent: COGENCY GLOBAL INC.

Registered Office: 2101 SW 21ST STREET, TOPEKA, KS 66604

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

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



In testimony whereof I execute this certificate and affix the seal of the Secretary of State of the state of Kansas on this day of January 03, 2019

KRIS W. KOBACH
SECRETARY OF STATE

Certificate ID: 1089516 - To verify the validity of this certificate please visit <https://www.kansas.gov/bess/flow/validate> and enter the certificate ID number.



Project Fact Sheet
Lake Side Acres Street Reconstruction Project, 3-R-002-20
Lake Side Acres Sanitary Sewer Improvements, 1-R-104-17
Stevenson Street Stormwater Improvements, 2-C-014-18
January 22, 2019

Project Manager: Beth Wright / Nicole Woods

Description: The street reconstruction project will include full removal and replacement of current roadway surface along with subgrade improvements, curb and gutter replacement, spot replacement of existing sidewalk, installation of new sidewalks, and replacement of driveway approaches as required. The sanitary sewer improvements will consist of the replacement of existing sanitary sewer pipe and manholes. The stormwater improvements project includes improvements to stormwater infrastructure and existing drainage channel near S. Stevenson Street and E. Sheridan St.

Justification: This project will provide full street reconstruction of E. Sheridan Street, S. Stevenson Street, E. Oak Street, S. Hamilton Street, S. Hamilton Circle, and S. Curtis Street; rehabilitate structurally failing sanitary sewers in the Lake Side Acres neighborhood which were identified in the Neighborhood Rehabilitation Program as requiring replacement; and address street and house flooding along S. Stevenson Street near E. Sheridan Street, alleviating flood risk to eight (8) homes.

Schedule:	Item	Date
Design:	RFQ	10/22/2018
	Professional Services Agreement	1/22/2019
Construction:	Contract Award	2/2020-Estimated
Council Actions:	Date	Amount
Professional Services Agreement	1/22/2019	\$ 440,110
Funding Sources:	Amount	CIP Year
Street Reconstruction Program	\$ 1,171,000	2020
Water & Sewer Fund (1-R-100-17)	\$ 253,000	2017
Johnson County SMAC Program	\$ 1,874,650	2019
Revenue Bonds (Stormwater)	\$ 659,100	2019
Stormwater Fund	\$ 111,250	2018
Expenditures:	Budget	Amount to Date
Design	\$ 480,000	\$ 0
Staff	\$ 110,000	\$ 3,645
Construction	\$ 2,985,000	\$ 0
Inspection	\$ 40,000	\$ 0
Land & Appraisal	\$ 50,000	\$ 0
Utility Relocation	\$ 80,000	\$ 0
Contingency	\$ 288,000	\$ 0
Other Project Costs	\$ 36,000	\$ 0
Total	\$ 4,069,000	\$ 3,645

Lake Side Acres Street Reconstruction (3-R-002-20)
Lake Side Acres Sanitary Sewer Rehabilitation (1-R-104-17)
Stevenson St. Stormwater Improvements (2-C-014-18)
Project Location Map





City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/22/2019

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger/Beth Wright

SUBJECT: Supplemental Agreement with TREKK Design Group, LLC for design services for the Sanitary Sewer Rehabilitation Project, PN 1-R-000-19, and the Neighborhood Sanitary Sewer Improvements Project, PN 1-R-100-19.

ITEM DESCRIPTION:

Consideration of Supplemental Agreement No. 1 with TREKK Design Group, LLC. for design of the Sanitary Sewer Rehabilitation Project, PN 1-R-000-19, and the Neighborhood Sanitary Sewer Improvements Project, PN 1-R-100-19.

SUMMARY:

These projects are in place to rehabilitate existing sanitary sewers that are in poor structural condition, resulting in a reduction of inflow and infiltration (I&I) and lower operational and maintenance costs.

On January 9, 2018, the City Council approved a Master Agreement for Professional Services with TREKK Design Group, LLC to provide design services for the Sanitary Sewer Rehabilitation and Neighborhood Sanitary Sewer Improvements Projects. This Supplemental Agreement No. 1 will allow for completion of design services for the 2019 calendar year on an as-needed basis. Services include design of multiple rehabilitation projects for in-house construction crews, flow monitoring of various sanitary sewer sub-basins, and investigation of neighborhood sanitary sewers in poor condition. Additionally, services may include survey of existing conditions, utility coordination, cost estimates, land acquisition documentation needed for right-of-way or easements (title reports, easement documents, etc.), development of full construction plans and assistance with bidding of construction projects

The total fee for the additional professional services provided with this Supplemental Agreement is \$150,000.00, which raises the total fee for all design services provided under the Master Agreement from \$150,000.00 to \$300,000.00.

The project is scheduled to begin design in January 2019 with construction occurring throughout the year.

FINANCIAL IMPACT:

Funding for the Sanitary Sewer Rehabilitation and the Neighborhood Sanitary Sewer Improvements Projects, as approved in the 2019 Capital Improvement Plan, includes:

Sanitary Sewer Rehabilitation (1-R-000-19):	SDF Funds	\$ 500,000
	<u>Water/Sewer Fund</u>	<u>\$ 500,000</u>
	Total:	\$1,000,000

MEETING DATE: 1/22/2019

Neighborhood Sanitary Sewer Improvements
(1-R-100-19):

Revenue Bonds	\$ 400,000
<u>Water/Sewer Fund</u>	<u>\$ 50,000</u>
Total:	\$ 450,000

ACTION NEEDED:

Approval of Supplemental Agreement No. 1 with TREKK Design Group, LLC. for design of the Sanitary Sewer Rehabilitation Project, PN 1-R-000-19, and the Neighborhood Sanitary Sewer Improvements Project, PN 1-R-100-19.

ATTACHMENT(S):

A: Supplemental Agreement No. 1
B: Project Fact Sheet

**SUPPLEMENTAL AGREEMENT NO. 1
FOR PROFESSIONAL SERVICES
City of Olathe, Kansas**

This Supplemental Agreement made this _____ day of _____, 2019, by and between the City of Olathe, hereinafter referred to as the "City", and TREKK Design Group, LLC, hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, the City and Consultant have previously entered into an Agreement, dated January 9, 2018 ("the Agreement"), for professional engineering services related to sanitary sewer improvement projects throughout the City for the Sanitary Sewer On-Call Engineering Services Project; PN 1-R-000-18 & 1-R-100-18 hereinafter referred to as the "Project"; and

WHEREAS, Paragraph B, Section II of the Agreement provides that Consultant will provide, with City's concurrence, services in addition to those listed in the Master Agreement for Professional Services, when such services are requested or authorized in writing by the City.

WHEREAS, this Supplemental Agreement No. 1 between the parties heretofore is to provide engineering design services for various projects as outlined in **Exhibit A** of this Supplemental Agreement No. 1, attached hereto and incorporated herein by reference; and

WHEREAS, the City is desirous of entering into Supplemental Agreement No. 1 to pay the Consultant for additional services rendered to the City related to the Project; and

WHEREAS, the City is authorized and empowered to contract with the Consultant for the necessary additional professional services under the Agreement, and necessary funds for the payment of said services related to the Project are available and authorized under the Agreement.

NOW THEREFORE, the parties hereby agree as follows:

- A. The total fee for the aforementioned additional professional services provided pursuant to this Supplemental Agreement No. 1 is \$150,000.00, which raises the total fee for all services provided under the Agreement from \$150,000.00 to \$300,000.00.

IN ALL OTHER RESPECTS, the terms and conditions of the Agreement will remain in full

force and effect, except as specifically modified by this Supplemental Agreement No. 1, including all policies of insurance which will cover the work authorized by this Supplemental Agreement No. 1.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement No. 1 to be executed as of the day and year first above written.

CITY OF OLATHE, KANSAS

By: _____
Michael E. Copeland, Mayor

ATTEST:

Deputy City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney/Deputy City Attorney/
Assistant City Attorney

TREKK Design Group, LLC

By: _____
Kimberly Robinett – Managing Partner
1411 E 104th St.
Kansas City, MO 64131

EXHIBIT A

Description of Services

The City of Olathe requires professional engineering services for various sanitary sewer improvement projects throughout the City. These services may include surveys of existing conditions, utility coordination, cost estimates, preparation of acquisition documentation (title reports, surveyed exhibits, easement documents, etc.) needed for any right-of-way or easements (if needed), development of construction plans in accordance with Olathe Technical Specifications, coordination with utilities, railroads, and Olathe; assistance with bidding of projects for construction, and assistance as needed throughout construction.



Project Fact Sheet
Sanitary Sewer Rehabilitation & Neighborhood
Sanitary Sewer Improvements
1-R-000-19 & 1-R-100-19
January 22, 2019

Project Manager: Beth Wright / Aaron Wasko

Description: These projects allow the City of Olathe to rehabilitate and replace sanitary sewer lines and manholes in poor and failing conditions identified and prioritized through asset management to increase system structural condition and reduce the amount of groundwater infiltration and stormwater inflow entering the sanitary sewer collection system.

Justification: This project will improve the reliability and integrity of the sanitary sewer collection system and will reduce the amount of stormwater inflow and groundwater infiltration entering the collection system.

Comments: The design services for this project are funded from the Sanitary Sewer Rehabilitation Project, 1-R-000-19, and the Neighborhood Sanitary Sewer Improvements Project, 1-R-100-19.

Schedule:	Item	Date
	Consultant Selection	11/30/2017
Council Actions:	Date	Amount
Consultant Agreement	01/09/2018	\$150,000
Project Authorization (1-R-100-19)	01/22/2019	\$400,000
Supplemental Agreement No. 1	01/22/2019	\$150,000
Funding Sources:	Amount	CIP Year
SDF Funds (1-R-000-19)	\$500,000	2019
Water/Sewer Fund (1-R-000-19)	\$500,000	2019
Revenue Bonds (1-R-100-19)	\$400,000	2019
Water/Sewer Fund (1-R-100-19)	\$50,000	2019
Expenditures:	Budget	Amount to Date
Design	\$150,000	\$0
Construction	\$1,215,000	\$0
Staff Time	\$85,000	\$0
Total	\$1,450,000	\$0



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/22/2019

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger/Beth Wright

SUBJECT: Supplemental Agreement with Larkin Lamp Ryneerson for design services for the Waterline Rehabilitation Project, PN 5-R-000-19.

ITEM DESCRIPTION:

Consideration of Supplemental Agreement No. 4 with Larkin Lamp Ryneerson for design of the Waterline Rehabilitation Project, PN 5-R-000-19.

SUMMARY:

This project is in place to allow the City of Olathe to rehabilitate and replace waterlines in poor and failing conditions identified and prioritized through asset management to increase the reliability of the City's water distribution system and reduce the number of waterline breaks.

On January 19, 2018, the City entered into a Master Agreement for Professional Services with Larkin Lamp Ryneerson to provide design services for the Waterline Rehabilitation Project. This Supplemental Agreement No. 4 will allow for completion of design services for the 2019 calendar year on an as-needed basis. Services include design of multiple rehabilitation projects for both contractors and in-house construction crews. Additionally, services may include survey of existing conditions, utility coordination, cost estimates, acquisition documentation needed for right-of-way or easements, development of construction plans, and assistance with bidding of construction projects.

The total fee for the additional professional services provided with this Supplemental Agreement is \$100,000, which raises the total fee for all design services provided under the Master Agreement from \$100,000 to \$200,000.

The project is scheduled to begin design in January 2019 with construction occurring throughout the year.

FINANCIAL IMPACT:

Funding for the Waterline Rehabilitation Project, as approved in the 2019 Capital Improvement Plan, includes:

Waterline Rehabilitation (1-R-000-19):	Revenue Bonds	\$ 800,000
	<u>Water/Sewer Fund</u>	<u>\$ 200,000</u>
	Total:	\$1,000,000

ACTION NEEDED:

Approval of Supplemental Agreement No. 4 with Larkin Lamp Ryneerson for design of the Waterline Rehabilitation Project, PN 5-R-000-19.

MEETING DATE: 1/22/2019

ATTACHMENT(S):

A: Supplemental Agreement No. 4

B: Project Fact Sheet

**SUPPLEMENTAL AGREEMENT NO. 4
FOR PROFESSIONAL SERVICES
City of Olathe, Kansas**

This Supplemental Agreement made this _____ day of _____, 2019, by and between the City of Olathe, hereinafter referred to as the "City", and Lamp Ryneerson and Associates, Inc. dba Larkin Lamp Ryneerson, hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, the City and Consultant have previously entered into an Agreement, dated January 19, 2018 ("the Agreement"), for professional engineering services related to waterline improvement projects throughout the City for the Waterline On-Call Engineering Services Project; PN 5-R-000-18 hereinafter referred to as the "Project"; and

WHEREAS, Paragraph B, Section II of the Agreement provides that Consultant will provide, with City's concurrence, services in addition to those listed in the Master Agreement for Professional Services, when such services are requested or authorized in writing by the City.

WHEREAS, this Supplemental Agreement No. 4 between the parties heretofore is to provide engineering design services for various projects as outlined in **Exhibit A** of this Supplemental Agreement No. 4, attached hereto and incorporated herein by reference; and

WHEREAS, the City is desirous of entering into Supplemental Agreement No. 4 to pay the Consultant for additional services rendered to the City related to the Project; and

WHEREAS, the City is authorized and empowered to contract with the Consultant for the necessary additional professional services under the Agreement, and necessary funds for the payment of said services related to the Project are available and authorized under the Agreement.

NOW THEREFORE, the parties hereby agree as follows:

- A. The total fee for the aforementioned additional professional services provided pursuant to this Supplemental Agreement No. 4 is \$100,000.00, which raises the total fee for all services provided under the Agreement from \$100,000.00 to \$200,000.00.

IN ALL OTHER RESPECTS, the terms and conditions of the Agreement will remain in full

force and effect, except as specifically modified by this Supplemental Agreement No. 4, including all policies of insurance which will cover the work authorized by this Supplemental Agreement No. 4.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement No. 4 to be executed as of the day and year first above written.

CITY OF OLATHE, KANSAS

By: _____
Michael E. Copeland, Mayor

ATTEST:

Deputy City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney/Deputy City Attorney/
Assistant City Attorney

Larkin Lamp Rynearson

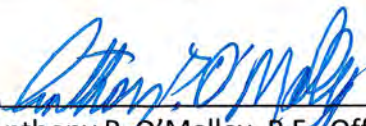
By: _____
Anthony P. O'Malley, P.E., Office Leader
9001 State Line Road, Suite 200
Kansas City, MO 64114

EXHIBIT A

Description of Services

The City of Olathe requires professional engineering services for various water improvement projects throughout the City. These services may include but are not limited to modeling, surveys of existing conditions, utility coordination, cost estimates, preparation of acquisition documentation (title reports, surveyed exhibits, easement documents, etc.) needed for any right-of-way or easements (if needed), development of construction plans in accordance with Olathe Technical Specifications, assistance with bidding of projects for construction, and assistance as needed throughout construction.



Project Fact Sheet
Waterline Rehabilitation
5-R-000-19
January 22, 2019

Project Manager: Beth Wright / Aaron Wasko

Description: These projects allow the City of Olathe to rehabilitate and replace waterlines in poor and failing conditions identified and prioritized through asset management to increase the reliability of the City's water distribution system and reduce the number of waterline breaks.

Justification: This project will improve the reliability of the water distribution system and will reduce the number of waterline breaks.

Comments: The design services for this project are funded from the Waterline Rehabilitation Project, 5-R-000-19.

Schedule:	Item	Date
	Consultant Selection	12/07/2017
Council Actions:	Date	Amount
Project Authorization (5-R-000-19)	01/22/2019	\$800,000
Supplemental Agreement No. 4	01/22/2019	\$100,000
Funding Sources:	Amount	CIP Year
Revenue Bonds (5-R-000-19)	\$800,000	2019
Water/Sewer Fund (5-R-000-19)	\$200,000	2019
Expenditures:	Budget	Amount to Date
Design	\$100,000	\$0
Construction	\$850,000	\$0
Staff Time	\$50,000	\$0
Total	\$1,000,000	\$0



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/22/2019

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger/Alan Shorthouse

SUBJECT: Contract with Crossland Heavy Contractors, Inc. for construction of the Curtis St Pump station Improvements, PN 5-C-038-18.

ITEM DESCRIPTION:

Acceptance of bid and consideration of award of contract to Crossland Heavy Contractors, Inc for construction of the Curtis Street Pump station Improvements, PN 5-C-038-18.

SUMMARY: On November 8, 2018, four (4) bids were received and opened for the above referenced project. The bids for the Curtis St Pump station Improvements Project ranged from \$312,700 to \$352,000 with the Engineer's Estimate at \$303,500. Crossland Heavy Contractors, Inc. submitted the low and responsible bid in the amount of \$312,700. The following is a tabulation of the bids received:

Crossland Heavy Contractors, Inc.	\$312,700
Mega Industries Corporation	\$352,000
Pyramid Excavation & Construction, Inc.	\$360,340
BRB Contractors, Inc.	\$390,000

The City's water utility continues to utilize the Curtis St Pump station and 1-million-gallon reservoir that were part of the decommissioned Water Treatment Plant 1. This project will isolate the infrastructure that is still utilized from the abandoned treatment plant. The project also includes replacement of the exterior reservoir hatches, painting the interior of the pump station, replacement of the electrical panel and replacement of the ventilation system.

Construction of this project is scheduled to begin in April 2019 and will be completed by June 2019.

FINANCIAL IMPACT:

Funding for this project is as follows:

<u>Water & Sewer Funds</u>	<u>\$315,000</u>
Total	\$315,000

ACTION NEEDED:

Award of contract to Crossland Heavy Contractors, Inc. for the Curtis St Pump station Improvements Project, PN 5-C-038-18

ATTACHMENT(S):

A. Project Fact Sheet

B. Project Location Map



Project Fact Sheet
Curtis St Pumpstation Improvements
5-C-038-18
January 22, 2019

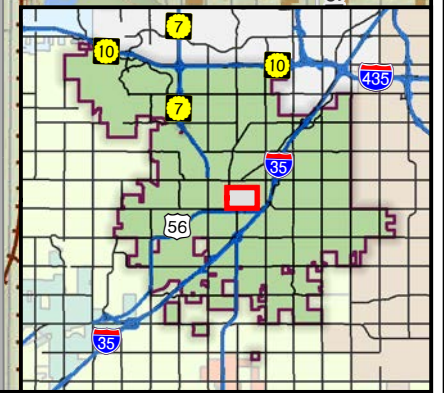
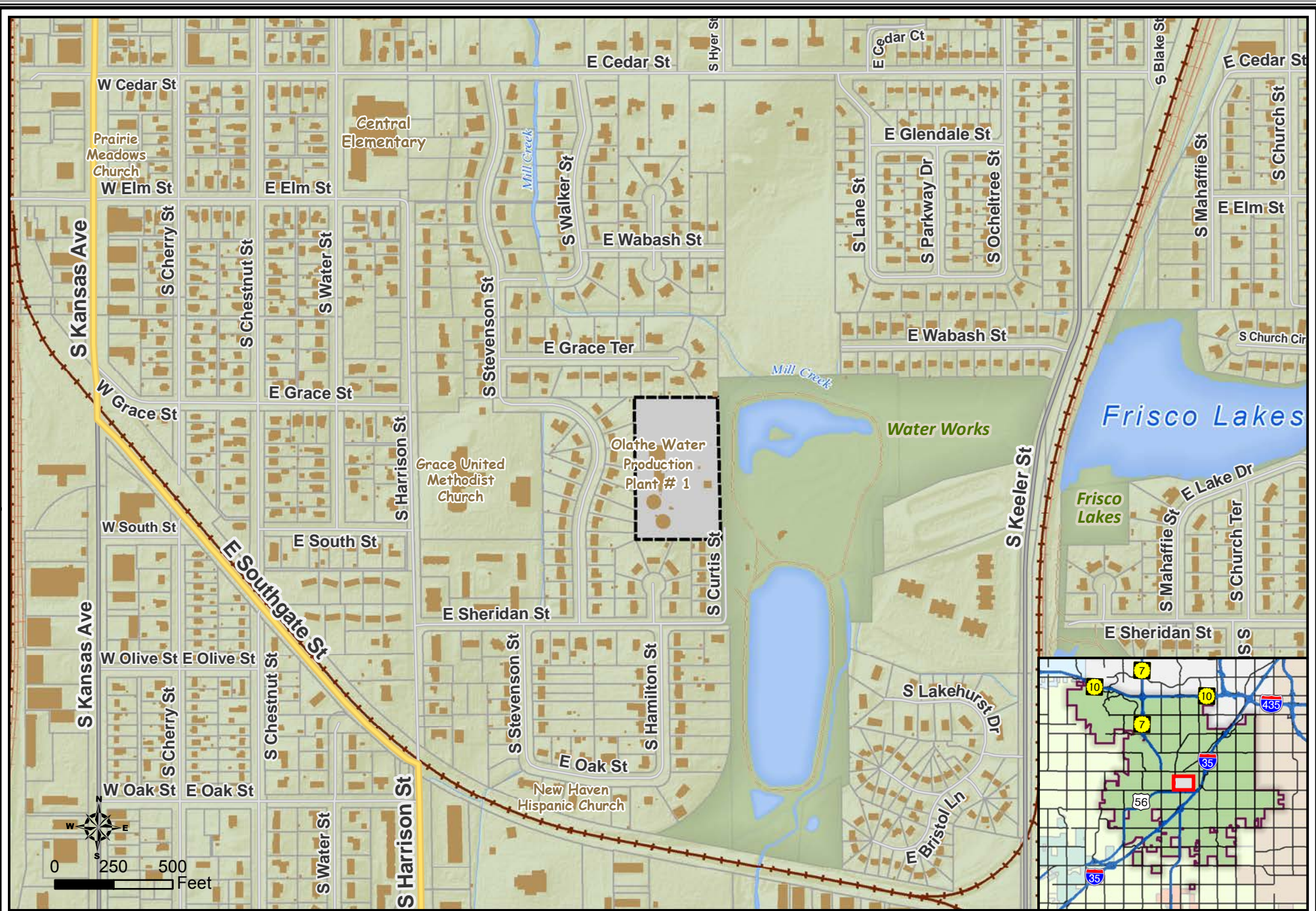
Project Manager: Mary Jaeger / Alan Shorthouse

Description: The City of Olathe utilizes the Curtis St Pump station and a 1-million-gallon finished water storage tank that were originally built to serve the decommissioned Water Treatment Plant 1. The pump station was constructed in 1977 and the water tank dates to the 1950's. This project will disconnect the infrastructure that is still utilized from the decommissioned Water Treatment Plant 1, brings the electrical service up to current electrical code and replaces other assets that were identified for replacement in the City's asset management system.

Justification: This project will improve the operation and reliability of the Curtis St Pump station. The changes being implemented in this project replace assets that have reached the end of their useful life and allow the City to abandon buried distribution infrastructure in place that would also require replacement if the project is not implemented. Burns & McDonnell estimates that the cost to replace the additional infrastructure that we are now able abandon would have been \$459,000.

Comments: This project is being paid for with 2018 Water & Sewer Funds.

Schedule:	Item	Date
Design:	Engineering	2017-2018
Bidding:	Advertisement	10/2/18
	Bid Opening	11/8/18
Council Actions:	Date	Amount
Construction Contract	1/22/19	\$ 312,700
Funding Sources:	Amount	CIP Year
Water & Sewer Funds	\$ 315,000	2018
Expenditures:	Budget	Amount to Date
Construction	\$ 312,700	\$ 0
<u>Contingency</u>	<u>\$ 2,300</u>	<u>\$ 0</u>
Total	\$ 315,000	\$ 0



CURTIS ST PUMPSTATION IMPROVEMENTS

5-C-038-18



User: jaredmd
Date: 01/14/2019





City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/22/2019

DEPARTMENT: Resource Management

STAFF CONTACT: Emily Baker/Amy Tharnish

SUBJECT: Acceptance of proposal and consideration of award of contract to Lyngsoe Systems for Automated Materials Handling Equipment for the Indian Creek Library.

ITEM DESCRIPTION:

Acceptance of proposal and consideration of award of contract to Lyngsoe Systems for Automated Materials Handling Equipment for the Indian Creek Library

SUMMARY:

On November 14, 2018, five (5) proposals were received for Automated Materials Handling (AMH) Equipment for the Indian Creek Library. The contract will be to install and maintain the equipment.

The Olathe Public Library (OPL) currently has two library locations with circulation totals averaging approximately 1.5 million checkouts per year. The new Indian Creek Library will open in late September 2019. Located in Olathe, Kansas, OPL serves a population of 139,247 residents. OPL shares an Integrated Library System, with the Johnson County Library which consists of fourteen locations. In 2017, 376,250 materials were shared between the two library systems to fill customer holds and approximately 45% of the materials returned to the Indian Creek Library belonged to the Johnson County Library system. OPL also has ten stand-alone book returns located throughout Olathe that are picked up once a day and transported back to the library to be checked in. The new Indian Creek Library is anticipated to see an influx of patrons who will be utilizing it, thus resulting in more books in circulation and returned.

The AMH equipment is a conveyor and sortation system that will move library materials from the point of return to sorting equipment that can scan the RFID tag (Radio Frequency Identification - tags applied to each library item that allows touchless circulation of materials) to check in the item from the borrower and ascertain which tote or trolley the item should be sorted to based on system configurations. The greatest benefits of the AMH equipment is the reduction of operating costs due to the significant reduction in the handling of returned items by staff. Staff members are no longer needed to empty book returns, move materials, check them in, reactivate the security tags, and place them on book carts for re-shelving, thus allowing staff to be redeployed to providing direct customer service. Library customers will also see that materials are ready more quickly for shelving, therefore increasing the availability of materials. Finally, the AMH equipment will reduce the incidence of repetitive motion injuries for staff.

An evaluation team of Olathe Public Library staff and a library technology consultant evaluated the proposals based on the understanding of scope of services required, previous experience providing similar equipment and services, overall response to the proposal, and cost. Lyngsoe Systems received the highest score.

Staff recommends award of a five (5) year contract to Lyngsoe Systems.

No Olathe vendors could provide this type of equipment and service.

FINANCIAL IMPACT:

Total expenditures are estimated to be \$270,002 for the 5 years of the contract. Expenditures will be charged to the Indian Creek Library Project and the Library's General Operating budget.

ACTION NEEDED:

Award of contract to Lyngsoe Systems for the automated materials handling equipment.

MEETING DATE: 1/22/2019

ATTACHMENT(S):

A. Composite Score Sheet

RFQ 18-0236 Automated Materials Handling Equipment for Indian Creek Library

	Tech Logic Corporation	Lyngsoe Systems, Inc.
	Oakdale, MN	Frederick, MD
Total Average Composite Score	827	843

Recommended award



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/22/2019

DEPARTMENT: Resource Management

STAFF CONTACT: Michael Meadors/Amy Tharnish

SUBJECT: Acceptance of bids and consideration of award of contract to Vermeer Great Plains for the replacement of a Brush Chipper vehicle for the Parks & Recreation Department.

ITEM DESCRIPTION:

Acceptance of bids and consideration of award of contract to Vermeer Great Plains for the replacement of a Brush Chipper vehicle for the Parks & Recreation Department.

SUMMARY:

On June 22, 2017, twenty-nine (29) bids were received for the purchase of grounds maintenance vehicles, of which Vermeer Corporation was awarded the contract based on evaluations. NJPA-Sourcewell acted as lead agency for a national cooperative vehicle bid for grounds maintenance equipment, attachments, accessories and related services (contract# 062117-VRM).

The Parks & Recreation Department is requesting the replacement of one (1) 15" Brush Chipper with Tier 4 Final Engine to be used by the Parks Forestry Division for disposal of tree branches by recycling them into mulch.

The chipper (Vehicle ID # 43121303) is fully amortized and is being replaced as part of the 2019 Vehicle and Equipment Replacement cycle. It has paid \$59,925 in lease fees into the Vehicle and Equipment Replacement Fund.

Staff recommends award of contract to Vermeer Great Plains.

Vermeer Great Plains is the assigned Olathe distributor by Vermeer Corporation equipment.

FINANCIAL IMPACT:

\$64,603.00. Funding will come from the Vehicle and Equipment Replacement Fund.

ACTION NEEDED:

Award of contract to Vermeer Great Plains for the replacement of a brush chipper vehicle.

ATTACHMENT(S):

A. Quotation

2018 Vermeer Corporate Account Pricing

Sourcewell Grounds Maintenance Contract # 062117-VRM

☒ **QUOTE**☐ **ORDER****BC1500 - 15" Brush Chipper with Tier 4 Final Engine****Basic Unit w/o Winch (Use this pricing if specifications beyond those shown below are desired)**

BC1500 Brush Chipper (15" capacity drum style) w/ 130 hp Cummins 3.8L Tier 4 Final turbocharged diesel engine, SCR exhaust system w/ DEF tank, high coolant temperature and low oil pressure automatic shutdown; isolated engine and cutter housing; spring loaded clutch; live hydraulics, lockable control panel cover, variable speed dual vertical feed rollers; selectable SmartFeed; Ecoidle; telescoping tongue; pintle hitch; lockable toolbox; lockable engine shield; infeed curtain; dual-edged knives; infeed table w/ lower feed stop bar (009); domestic option 130 hp Tier 4final (must choose -009) (092) (must be included w/ -009 option); domestic 6-way round trailer plug (040); non-winch (028); electric brake 8K (095) (must be included w/ -009 option); manual chute rotation right side (016); LT285/75R16E flotation tires (076); right side controls and instrumentation (052)

For additional options, see "Optional Features" section below.

**Basic Unit Price: \$58,018.00****Value Package (21VP)**

To receive addl savings, order unit as specified above, "As Is" with NO change to options shown above.

**Value Package Price:**

To receive "Optional Features" below, add to "Basic Unit" price above to arrive at final pricing. **DO NOT** add to "Value Package" pricing:

Optional Features:**Add to Basic Unit Price:**

- | | |
|---|-------------------|
| <input checked="" type="checkbox"/> Winch w/ Right Side Manual Hydraulic Directional Controls (029); in lieu of non-winch (028) | \$3,636.00 |
| <input checked="" type="checkbox"/> Hydraulic Discharge Chute (rotation & deflector) (080) | \$2,449.00 |
| <input type="checkbox"/> Biodegradable Oil (998) | |
| <input type="checkbox"/> Tree Commander Kit - Remote Control Feature (IK013054 - Order thru Parts Center) | |
| <input type="checkbox"/> BC1500 with 5.7L gas engine w/ 6-way trailer plug, non winch, electric brake, manual chute, flotation tiers, right side controls (22VP) Pending Sourcewell approval. | |
| <input type="checkbox"/> Miscellaneous Features: sales code _ _ _ | \$ _ _ . _ _ |

Total: \$64,103.00**Dealer Freight & Prep: \$500.00****Quantity: 1****Grand Total: \$64,603.00****Pricing Effective 1/1/2019**

NOTE: All pricing in USD \$

NOTE: Include applicable sales tax

Quotes valid for 30 days

ACCEPTED:

Vermeer

BY: _____

DATE: _____

Customer

BY: _____

DATE: _____

Any applicable sales tax is not included. Prices subject to change without notice. These prices are exclusive of any and all duties, import fees, taxes, or other similar charges. These prices may not be available in any transaction involving a trade or rental transaction. This sheet may not include all possible specifications available for this model. For complete product specifications, please contact your local authorized Vermeer dealer. Unless otherwise noted, dealer freight & prep to be determined.





City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/22/2019

DEPARTMENT: Procurement

STAFF CONTACT: Mary Jaeger/Amy Tharnish

SUBJECT: Acceptance of bids and consideration of award of contract to Smith & Loveless, Inc. for the Robinson Campus and Old 56 Highway lift stations within the Lift Station Replacement Project, PN 1-C-020-15.

ITEM DESCRIPTION:

Acceptance of bids and consideration of award of contract to Smith & Loveless, Inc. for the Robinson Campus and Old 56 Highway lift stations within the Lift Station Replacement Project, PN 1-C-020-15.

SUMMARY:

The Robinson Campus and Old 56 Highway lift stations are small package lift stations that are being replaced due to capacity concerns associated with the future expansion of the City of Olathe Public Works Robinson Campus and equipment that has reached the end of its useful life. This project will procure new package suction lift stations to be installed by City Utility Maintenance crews under the Lift Station Replacement Project, PN 1-C-020-15. The new lift stations will be sized to handle the future flows from the Robinson Campus expansion.

On November 14, 2018, four (4) bids were received for the package lift stations. One (1) bid was rejected immediately because the vendor did not properly respond to the bid request. Two (2) bids were rejected after review, as the equipment submitted did not meet the intent and requirements and specifications for the project. Smith & Loveless, Inc., was the responsible bidder with the price of equipment totaling \$173,351.

Replacement of the two lift stations is now scheduled to be completed upon delivery of equipment.

199 vendors were notified of this solicitation, five (5) were local vendors. No local vendors provide this type of equipment.

FINANCIAL IMPACT:

Cost for the purchase of the equipment is \$173,351.

Funding for the procurement of the package lift stations for the Lift Station Replacement Project is as follows:

Water and Sewer Revenue Bonds	\$703,000
-------------------------------	-----------

ACTION NEEDED:

Award of contract to Smith & Loveless, Inc. for the Robinson Campus and Old 56 Highway lift stations within the Lift Station Replacement Project, PN 1-C-020-15.

ATTACHMENT(S):

A: Bid Tabulation

City of Olathe, KS
IFB #18-0248 - Lift Station Replacement Project
November 14, 2018 - 1:00 pm

				Smith & Loveless Lenexa, KS		USEMCO Inc. Tomah, WI		EDWARDS EQUIPMENT, LLC Luther, OK		JCI Industries, Inc. Lee's Summit, MO	
Item	Item Name	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Total cost for Robinson Campus Lift Station	1	Lump Sum	\$ 83,576.00	\$ 83,576.00	\$ 54,439.00	\$ 54,439.00	\$ 39,904.00	\$ 39,904.00	\$ 32,480.00	\$ 32,480.00
2	Total cost for Old 56 Hwy Lift Station	1	Lump Sum	\$ 89,775.00	\$ 89,775.00	\$ 59,605.00	\$ 59,605.00	\$ 50,321.00	\$ 50,321.00	\$ 34,650.00	\$ 34,650.00
TOTAL					\$ 173,351.00	\$ 114,044.00		\$ 90,225.00		\$ 67,130.00	
						*Rejected - Incomplete Bid		*Rejected - Does not meet spec		*Rejected - Does not meet spec	

Recommended award



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/22/2019

DEPARTMENT: Resource Management

STAFF CONTACT: Mary Jaeger/Amy Tharnish

SUBJECT: Consideration of renewal of contract with Core and Main for the purchase of Sensus water meters for the Field Operations Division of the Public Works Department.

ITEM DESCRIPTION:

Consideration of renewal of contract with Core and Main for the purchase of Sensus water meters for the Field Operations Division of the Public Works Department.

SUMMARY: The Facility Conservation Improvement Project (FCIP) for Public Works was approved by Council in 2009 (Ordinance No. 09-52) and included the replacement of water meters throughout the City with meters from Sensus USA. In 2011, Sensus USA, Inc. transferred distribution of its water meters to Core and Main. A contract was established with Core and Main.

Staff recommends renewal of contract with Core and Main for purchase of Sensus water meters through January 31, 2021.

FINANCIAL IMPACT:

Expected expenditures for 2019 and 2020 are \$200,000.00. Expenditures under this contract will be charged to the Water and Sewer Fund. A portion of this cost will be offset with revenues collected when new service permits are applied and paid for.

ACTION NEEDED:

Consideration of renewal of contract with Core and Main for purchase of Sensus water meters.

ATTACHMENT(S):

Competition Exception Report

**COMPETITION EXCEPTION REPORT**

Competition exception is the decision to purchase without competition through the use of bidding, formal solicitation, request for qualification, or a request for proposal when competition is available.

**SOLE SOURCE**

Only one vendor possesses the unique and singularly available capability to meet the requirement such as technical qualifications, ability to deliver based on distribution restrictions, or services from a public utility. See the Purchasing Manual Section 40.2 for examples.

Procurement Contact: Shari Pine

Date: 01/04/2018

Department Contact: Gloria Aust **E1 Doc No.:** _____ **Total Cost:** \$200,000.00

COMMODITY/SERVICE DESCRIPTION:

Sensus Water Meters

CER/SOLE SOURCE JUSTIFICATION:

Core and Main is the local distributor for Sensus Water Meters. The City of Olathe currently has Sensus water meters installed and meters read into the Sensus AMI. It would be difficult and expensive to equip any other brand of water meters to read into the Sensus AMI. Doing so could lead to issues with meter readings not reading in, should we begin retrofitting other meter manufactures with the Sensus AMI.

The majority of the water meter expenditure is for new services (newly tapped), in which the costs are recovered at the time that a water permit is paid for. Only a small portion of the budget is for meters that are replaced that can not be returned for warranty replacement (frozen meters, meters that have been tampered with, etc). In the case that a meter is tampered with, the cost is passed on to the person who is responsible for the water bill at that particular address.

Approved:  1-4-19 (Department Director)

Approved:  (Procurement Manager)

Over \$25,000:
Approved:  (City Manager)

Attach a copy of completed, signed form to requisition or department purchase order.



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/22/2019

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger/Beth Wright

SUBJECT: This agreement will provide for design services for Fire Station #8.

ITEM DESCRIPTION:

Consideration of an Agreement with Finkle Williams, Inc. for design of the Fire Station #8 Improvements Project, PN 6-C-009-18.

SUMMARY:

Improved Fire Department coverage is needed to better serve the growing southwestern portion of the community, including increasing residential density, Mission Trail Middle School and the I-35 Logistics Park. This project is for the planning, design, construction, and equipping of a new fire station. In coordination with the Parks & Recreation department, this will be the initial phase of development of the approximately 12 acres of property recently purchased at 148th Street & Lakeshore Drive.

Design and construction of the Fire Station #8 project will utilize the Construction Manager At-Risk contract method. On October 18, 2018, staff issued a Request for Qualifications (RFQ) to firms seeking to be considered for providing design services for this project as well the Fire Training Center Improvements Project. On October 30, 2018, Statements of Qualifications were received from eight (8) design teams. The evaluation and selection committee identified three (3) teams to be interviewed and provide fee proposals. Following the interviews on December 11, 2018, the committee identified Finkle Williams, Inc. as the preferred firm for this project.

Attached is the proposed Agreement with Finkle Williams, Inc. The Agreement is for comprehensive planning, design, and construction administration services. The total cost of services as outlined in the Agreement is \$363,400.

The following is the tentative schedule for the design and construction of the project:

Begin Planning and Design:	January 2019
Complete Design:	September 2019
Bidding	October 2019
Begin Construction:	November 2019
Complete Construction:	February 2021

FINANCIAL IMPACT:

Funding for the Fire Station #8 Improvements Project, as approved in the 2019 Capital Improvement Plan, includes:

<u>GO Bonds</u>	<u>\$7,055,000</u>
Total	\$7,055,000

MEETING DATE: 1/22/2019

ACTION NEEDED:

Approval of an Agreement with Finkle Williams, Inc. for design of the Fire Station #8 Improvements Project, PN 6-C-009-18.

ATTACHMENT(S):

A: Agreement

B: Project Fact Sheet

C: Project Location Map



AIA[®] Document B103[™] – 2017

Standard Form of Agreement Between Owner and Architect for a Complex Project

AGREEMENT made as of the _____ day of January in the year 2019
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Olathe, Kansas
100 E. Santa Fe
P.O. Box 768
Olathe, KS 66051-0768
913-971-8600

and the Architect:
(Name, legal status, address and other information)

Finkle Williams, Inc.
7007 College Blvd. Suite 415
Overland Park, KS 66211
913-498-1550

for the following Project:
(Name, location and detailed description)

Olathe Fire Station No. 8
14700 S. Lakeshore Drive, Olathe, KS 66061
This project involves the programming, planning, design, and construction of a new fire station and directly related site improvements. It is anticipated the structure will include space to accommodate traditional crew, apparatus storage, and support spaces. In planning the site, consideration of a future adjacent city park will also be required.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes:

(1414747201)

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2	ARCHITECT'S RESPONSIBILITIES
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4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
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10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Program to be developed within this scope of services.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The Olathe Fire Station No. 8 will be located on a recently acquired 12+ acre tract at 148th Street and S. Lakeshore Drive. The following existing site information is available:

1. Legal Description
2. Phase 1 Environmental Site Assessment 11/5/2004 by GeoSystems/Kleinfelder
3. Preliminary Subsurface Exploration & Geotechnical Report 11/23/2004 by GeoSystems/Kleinfelder

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

The Owner's budget for the cost of Work is currently established at \$3,500,000.

Init.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Begin DesignFebruary 2019
Complete DesignOctober 2019

.2 Construction commencement date:

Commencement of construction is tentatively anticipated for January 2020. The specific date will be determined at a later date and identified in the GMP agreement with the Contractor.

.3 Substantial Completion date or dates:

Substantial completion of construction is tentatively anticipated for October 2020. The specific date will be determined at a later date and identified in the GMP agreement with the Contractor.

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract.)

Construction Management At-Risk

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

None anticipated.

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

The City values sustainable site development and sustainable building construction in order to create an operationally sustainable facility and to lessen the impact on the local and global environment. Therefore, the City will seek to develop this project in a manner that will allow us to demonstrate our commitment to these sustainable initiatives. Environmentally responsible design shall be considered, but not limited to, issues such as building shell; natural daylighting opportunities; types of building materials and their content, long term durability, energy saving characteristics, and regional availability; energy efficient electrical and mechanical systems, equipment, and fixtures; water conservation opportunities; and appropriate landscape materials and plantings. The pursuit of LEED certification for this facility is not a requirement for this project.

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Chad Foster, AIA, Senior Building Design Project Manager
City of Olathe, Kansas

Init.

100 E. Santa Fe
P.O. Box 768
Olathe, KS 66051-0768
Telephone Number: 913-971-9107
Email Address: ccfooster@olatheks.org

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

Other City of Olathe staff as necessary.

§ 1.1.10 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Cost Consultant:

None.

.2 Scheduling Consultant:

None.

.3 Geotechnical Engineer:

Terracon Consultants

.4 Civil Engineer:

None.

.5 Other, if any:

(List any other consultants and contractors retained by the Owner.)

Construction Manager – Unknown at time of execution of this Agreement.

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:

(List name, address, and other contact information.)

Ellen Foster, AIA
Finkle-Williams, Inc.
7007 College Blvd, Suite 415
Overland Park, Kansas 66211
913-498-1550 (Ex. 103)
efoster@finklewilliams.com

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:

(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

.Michael J. Falbe, P.E.
Bob D. Campbell & Co
4338 Belleview Ave.

Kansas City, MO 64111
816-531-4144

.2 Mechanical Engineer:

Lankford Fendler
1730 Walnut
Kansas City, Mo 64108
816-221-1411

.3 Electrical Engineer:

Lankford Fendler
1730 Walnut
Kansas City, Mo 64108
816-221-1411

.4 Civil Engineer:

Roger Barret, LEED AP SK Design Group, Inc.
4600 College Boulevard
Suite 100
Overland Park, KS 66211
913-451-1818

.5 Landscape Architect:

Cale Doornbos, PLA, ASLA
SWT Design
1925 Central Street
Suite 202
Kansas City, MO 64108

.6 Fire Station Consultant:

Brian Harris, AIA LEED AP
TCA Architecture - Planning
6211 Roosevelt Way NE
Seattle, WA 98115

§ 1.1.12.2 Consultants retained under Supplemental Services:

§ 1.1.13 Other Initial Information on which the Agreement is based:

None

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

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§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability – See Owner's Insurance Requirements, Exhibit A.

§ 2.5.2 Automobile Liability – See Owner's Insurance Requirements, Exhibit A.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as required for the individual policies. See Owner's Insurance Requirements, Exhibit A.

§ 2.5.4 Workers' Compensation – See Owner's Insurance Requirements, Exhibit A.

§ 2.5.5 [Intentionally Deleted]

§ 2.5.6 Professional Liability – See Owner's Insurance Requirements, Exhibit A.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. See Owner's Insurance Requirements, Exhibit A.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Basic Services shall also include a review of the existing site to become fully knowledgeable of the existing conditions; a review and analysis of the Owner's budget for the Project; preliminary design study; site planning and design; civil engineering; architectural interior design; space planning for furnishings and equipment; planning and design for access control, CCTV, and burglar alarm. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner and Scheduling Consultant, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 Upon the Owner's reasonable request, the Architect shall submit information to the Owner and Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work, and consistent with the Owner's sustainability goals and initiatives to be defined by the Owner and with consultation with the Architect and Construction Manager during the planning and design phases. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work, and consistent with the Owner's sustainability goals and initiatives to be defined by the Owner and with consultation with the Architect and Construction Manager during the planning and design phases.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and Construction Manager. The Architect shall meet with the Owner and Construction Manager to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Construction Manager's cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and Construction Manager. The Architect shall meet with the Owner and Construction Manager to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Cost Consultant's estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation, if necessary, of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and Construction Manager. The Architect shall meet with the Owner and Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager's cost estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing or reviewing contracts for construction, but the Architect will not be providing legal advice to the Owner.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by, if necessary:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall consider a reasonable number of requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect shall consult with the Owner on matters of aesthetic effect but the Owner shall have the final decision on such matters.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the materials and labor for which the Contractor is requesting payment have been incorporated into the Project or suitably stored as allowed by the Contractor's agreement with the Owner, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.3.4 The Architect agrees to coordinate with the Owner and Contractor on a schedule for the review of the Contractor's Applications for Payment and agrees to take such action on the Application for Payments with promptness so as not to cause delay in the Owner's ability to issue prompt payment to the Contractor as required by the Agreement between the Owner and Contractor.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such

requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. Whenever possible without causing a delay to the construction of the Work, the Architect shall advise the Owner on all such changes in the Work being authorized or contemplated to be authorized.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents, and to the Architect's knowledge and belief, all labor and materials for which the Contractor is requesting final payment have been incorporated into the Project.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service.

Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 [Intentionally Deleted]	
§ 4.1.1.2 [Intentionally Deleted]	
(Row deleted)	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 [Intentionally Deleted]	
(Row deleted)	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 [Intentionally Deleted]	
§ 4.1.1.9 [Intentionally Deleted]	
§ 4.1.1.10 [Intentionally Deleted]	
(Row deleted)	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Cost estimating	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	Architect
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 [Intentionally Deleted]	
§ 4.1.1.22 [Intentionally Deleted]	
(Row deleted)	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Historic preservation	
§ 4.1.1.26 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.27 Other services provided by specialty Consultants	
§ 4.1.1.28 Other Supplemental Services	
§ 4.1.1.29 Site Surveying	Architect

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

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(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

As-constructed record drawings (4.1.1.16) will be provided by the Architect as a Supplemental Service. Because these record drawings will be based on unverified information provided by the Contractor and others, upon which the Architect is entitled to rely, the Architect will not be able to seal the record drawings or assure their accuracy.

Furniture, furnishings, and equipment design and specification (4.1.1.26) will be provided by the Architect as a Supplemental Service.

Site Surveying (4.1.1.29) will be provided by the Architect as a Supplemental Service. This service will include topographic surveying of the existing site conditions, easements and utilities Of the entire 12+ acre tract.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

None

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 [Intentionally Deleted]
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 [Intentionally Deleted]
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

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§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 [Intentionally Deleted]
- .2 Responding to the Contractor's excessive requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation; or
- .3 [Intentionally Deleted]
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker.
- .5 [Intentionally Deleted]

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twelve (12) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner

selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. The authority of the Owner's Representative to make decisions on behalf of the Owner shall be limited to those decisions customarily allowed in the capacity of the representative's position. Certain decisions of the Owner may require approval by other staff, commissions, or the governing body of the City of Olathe. The Owner's Representative shall not be required to make decisions on matters which the representative is not authorized to make.

§ 5.5 The Owner shall furnish as may be available any site investigations and written legal description that may be beneficial to the Architect in understanding the existing conditions of the Project site.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. The Architect and Owner agree to cooperate in defining the specific requirements and limits of geotechnical testing of subsurface conditions.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. However, in no event shall any Owner-related legal, accounting, insurance, and or audit services be provided on behalf of the Consultant providing such services to the Owner, nor shall Consultant serve and other role than as an independent contractor of the Owner.

§ 5.12 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. The Owner shall be entitled to communicate directly with the Contractor and any Contractor or Consultant with whom the Owner has a direct contract without having to do so through the Architect. The Owner shall endeavor to include the Architect in such communication when the Owner, in its sole discretion, deems that communication necessary.

§ 5.14 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The

Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Management to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Cost Consultant's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 For purposes of indemnification requirements, the term "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person,

firm or corporation, including the parties hereto, which arise out of or are connected with the performance of this Agreement.

8.1.3.1 Indemnification and Hold Harmless: For purposes of this Agreement, Architect agrees to indemnify and hold harmless Owner from any and all Loss to the extent Loss is caused or incurred as a result of the intentional misconduct, recklessness, negligence, or other actionable fault of Architect or its subcontractors.

8.1.3.2 Comparative Fault & Contributory Negligence: It is agreed as a specific element of consideration of this Agreement that this indemnity will apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of Owner or any Third Party and, further notwithstanding any theory of law including, but not limited to, a characterization of Owner'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 Architect's obligation hereunder will not include amounts attributable to the fault or negligence of Owner or any Third Party for whom Architect is not responsible.

8.1.3.3 Damage Limitations: In the case of any claims against Owner indemnified under this Agreement, by Architect or its subcontractors, 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 Architect or its subcontractors, by the minimum insurance required by this Agreement, nor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

8.1.3.4 Negligence by the Owner: Architect is not required hereunder to indemnify and hold the Owner or its agents harmless from liability based on Owner's negligence.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement which cannot be resolved by direct negotiations between the Parties shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Any dispute under this Agreement not resolved by mediation shall be litigated in the District Court of Johnson County, Kansas, or the closest Court of competent jurisdiction thereto.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

Init.

[] Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, the Architect shall provide written notice to the Owner of non-payment and if payment is not received by the Architect within seven (7) business days thereafter, then such failure shall be considered as substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

(Paragraphs deleted)

§ 9.7 [Intentionally Deleted]

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be construed and enforced in accordance with the laws of the State of Kansas.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction as amended by the Owner. If Owner amends AIA Document A201-2007, Owner will provide a copy of the amended document to the Architect.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other party.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. When appropriate and at the Owner's sole discretion, Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential unless withholding such information would violate the law (including but not limited to the Kansas Open Records Act), create the risk of significant harm to the public, or prevent the Owner or Architect from establishing a claim or defense in an adjudicatory proceeding, and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

(Paragraphs deleted)

\$ 363,400

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Included in stipulated sum above.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

See section Exhibit B for Hourly Rate Schedule

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus TBD percent (TBD %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

See section Exhibit B for Hourly Rate Schedule

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Programming Phase	Ten	percent (	10	%)
Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Document Phase	Thirty-Five	percent (	35	%)
<i>(Row deleted)</i>				
Construction Phase	Twenty	percent (	20	%)
<i>(Row deleted)</i>				
Total Basic Compensation	One Hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Hourly Rate Schedule, Exhibit B

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus TBD percent (TBD %) of the expenses incurred. A budget of \$14,500 is established for Reimbursable Expenses and is included in the Stipulated Sum above.

§ 11.9

(Paragraphs deleted)
[Intentionally Deleted]

§ 11.10 Payments to the Architect

§ 11.10.1 [Intentionally Deleted]

(Paragraphs deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice, provided the invoices for the Architect's services when submitted are found to be acceptable by the Owner. Within five (5) business days the Owner shall notify the Architect of any concerns with the Architect's invoice which may need to be corrected prior to the Owner making payment. Amounts unpaid thirty-one (31) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

One and one-half percent (1.50%) (or the maximum allowable by law, whichever is lower) of the past due amount per month (18% annual interest rate) from the invoice date

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a mediation or litigation proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be submitted to the Owner at the time of submitting all applicable invoices.

§ 11.10.5 In the event Owner becomes credibly informed that any representations of Architect provided in its monthly invoices are wholly or partially inaccurate, Owner may withhold payment of sums then or in the future otherwise due to Architect until the inaccuracy and the cause thereof, is corrected to the Owner's reasonable satisfaction. In the event Owner questions some element of an invoice, that fact shall be made known to the Architect within five (5) business days after receipt of the invoice by the Owner. Architect will help to effect resolution and transmit a revised invoice, if necessary. Amounts not questioned by the Owner shall be paid to the Architect in accordance with terms of this Agreement.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

.1 LICENSING REQUIREMENTS

The Architect must be authorized to do business in the State of Kansas. If the Architect is a corporation organized outside the State of Kansas it shall review its authorization with the State of Kansas and if necessary, file the required documentation with the State of Kansas in order to receive authorization to do business in the State of Kansas. The Architect, if organized outside the State of Kansas, must furnish evidence to the Owner of their authority to do business in the State of Kansas. Such evidence must be furnished to the Owner prior to any Contract award.

The Architect and all sub-contractors performing design and construction work on this project shall meet all licensing requirements of the City of Olathe for the work which they intend to perform.

.2 AFFIRMATIVE ACTION / OTHER LAWS

During the performance of this Agreement, the Architect agrees that:

- a. Architect shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;
- b. in all solicitations or advertisements for employees, the Architect shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the commission;
- c. if the Architect fails to comply with the manner in which the Architect reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Architect shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City without penalty;
- d. if the Architect is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, the Architect shall 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. the Architect shall 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.

The provisions of this section shall not apply to a contract entered into by the City with Architect if:

- a. Architect employs fewer than four employees during the term of such contract; or
- b. Architect's contract with the City total \$10,000 or less in aggregate.

The Architect further agrees and acknowledges that it shall 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. 1201 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.

.3 NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

.4 INDEPENDENT CONTRACTOR

The Architect is an independent contractor and as such is not an agent or employee of the City.

.5 COVENANT AGAINST CONTINGENT FEES

Architect warrants that he/she 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 he/she 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 warranty, City may terminate this Agreement without liability or may, in its discretion, deduct from the Contract Price or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

.6 COMPLIANCE WITH LAWS

Architect shall abide by all applicable federal, state and local laws, ordinances and regulations applicable to the Work or the Project at the time Services are rendered, including but not limited to The Kansas Fairness in Public Construction Contract Act, K.S.A. 16-1901 et seq. Architect shall secure all occupational and professional licenses and permits from public and private sources necessary for the fulfillment of his/her obligations under this Agreement.

.7 TITLES, SUBHEADS AND CAPITALIZATION

Title and subheadings as used herein are provided only as a matter of convenience and shall 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 shall have no legal bearing on the interpretation of such terms.

.8 SEVERABILITY CLAUSE

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

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1** AIA Document B103™–2017, Standard Form Agreement Between Owner and Architect
(Paragraphs deleted)
- .2** [Intentionally Deleted]

3

Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

☒ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A – City of Olathe, Kansas Insurance Requirements

Exhibit B – Hourly Billing Rate Schedule

4

Other documents:

(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

(Printed name)

(Title)

ATTEST

(City Clerk)

(Seal)

ARCHITECT

(Signature)

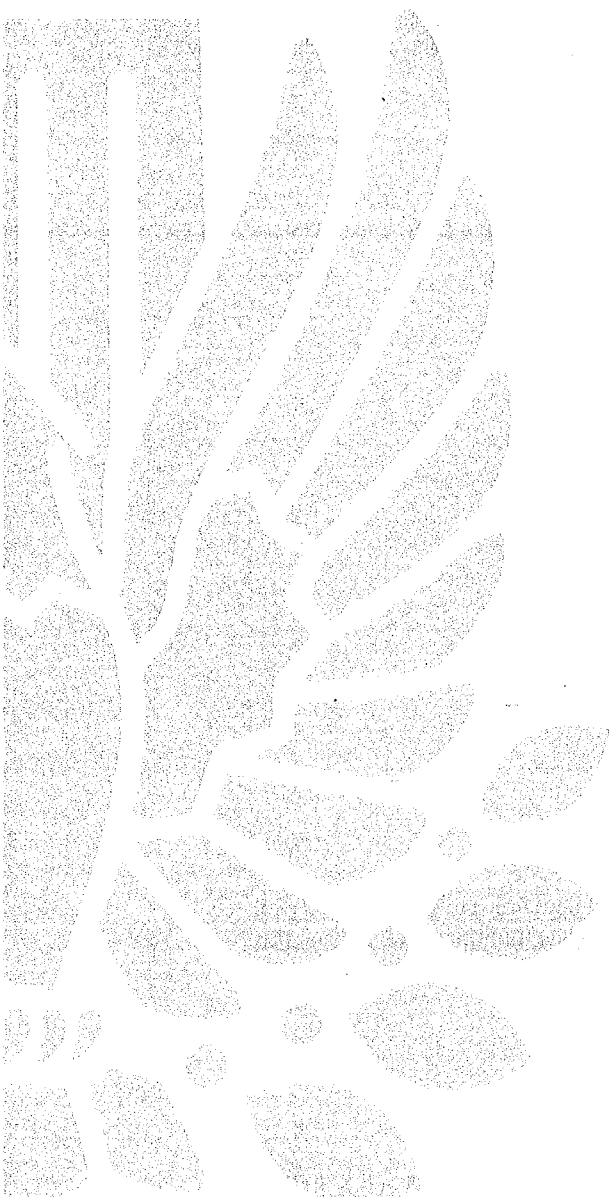
(Printed name)

(Title)

APPROVED AS TO FORM

Init.

(City Attorney / Deputy City Attorney / Assistant City Attorney)



Init.

/

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User Notes:

(1414747201)

Additions and Deletions Report for AIA® Document B103™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:12:49 ET on 01/11/2019.

PAGE 1

AGREEMENT made as of the day of January in the year 2019

...

City of Olathe, Kansas
100 E. Santa Fe
P.O. Box 768
Olathe, KS 66051-0768
913-971-8600

...

Finkle Williams, Inc.
7007 College Blvd. Suite 415
Overland Park, KS 66211
913-498-1550

...

Olathe Fire Station No. 8
14700 S. Lakeshore Drive, Olathe, KS 66061

This project involves the programming, planning, design, and construction of a new fire station and directly related site improvements. It is anticipated the structure will include space to accommodate traditional crew, apparatus storage, and support spaces. In planning the site, consideration of a future adjacent city park will also be required.

PAGE 2

Program to be developed within this scope of services.

...

The Olathe Fire Station No. 8 will be located on a recently acquired 12+ acre tract at 148th Street and S. Lakeshore Drive. The following existing site information is available:

1. Legal Description
2. Phase 1 Environmental Site Assessment 11/5/2004 by GeoSystems/Kleinfelder
3. Preliminary Subsurface Exploration & Geotechnical Report 11/23/2004 by GeoSystems/Kleinfelder

...

The Owner's budget for the cost of Work is currently established at \$3,500,000.

PAGE 3

Begin DesignFebruary 2019
Complete DesignOctober 2019

Commencement of construction is tentatively anticipated for January 2020. The specific date will be determined at a later date and identified in the GMP agreement with the Contractor.

Substantial completion of construction is tentatively anticipated for October 2020. The specific date will be determined at a later date and identified in the GMP agreement with the Contractor.

Construction Management At-Risk

None anticipated.

The City values sustainable site development and sustainable building construction in order to create an operationally sustainable facility and to lessen the impact on the local and global environment. Therefore, the City will seek to develop this project in a manner that will allow us to demonstrate our commitment to these sustainable initiatives. Environmentally responsible design shall be considered, but not limited to, issues such as building shell; natural daylighting opportunities; types of building materials and their content, long term durability, energy saving characteristics, and regional availability; energy efficient electrical and mechanical systems, equipment, and fixtures; water conservation opportunities; and appropriate landscape materials and plantings. The pursuit of LEED certification for this facility is not a requirement for this project.

Chad Foster, AIA, Senior Building Design Project Manager
City of Olathe, Kansas
100 E. Santa Fe
P.O. Box 768
Olathe, KS 66051-0768
Telephone Number: 913-971-9107
Email Address: ccfoster@olatheks.org

PAGE 4

Other City of Olathe staff as necessary.

None.

None.

Terracon Consultants

...

None.

...

Construction Manager – Unknown at time of execution of this Agreement.

...

Ellen Foster, AIA
Finkle-Williams, Inc.
7007 College Blvd, Suite 415
Overland Park, Kansas 66211
913-498-1550 (Ex. 103)
efoster@finklewilliams.com

...

Michael J. Falbe, P.E.
Bob D. Campbell & Co
4338 Belleview Ave.
Kansas City, MO 64111
816-531-4144

PAGE 5

Lankford Fendler
1730 Walnut
Kansas City, Mo 64108
816-221-1411

.3 — Electrical Engineer: .3 — Electrical Engineer:

Lankford Fendler
1730 Walnut
Kansas City, Mo 64108
816-221-1411

.4 — Civil Engineer:

Roger Barret, LEED AP SK Design Group, Inc.
4600 College Boulevard
Suite 100
Overland Park, KS 66211
913-451-1818

.5 — Landscape Architect:

Cale Doornbos, PLA, ASLA
SWT Design
1925 Central Street
Suite 202
Kansas City, MO 64108

.6 — Fire Station Consultant:

Brian Harris, AIA LEED AP
TCA Architecture - Planning
6211 Roosevelt Way NE
Seattle, WA 98115

None
PAGE 6

§ 2.5.1 Commercial General Liability with policy limits of not less than ~~(\$)~~ for each occurrence and ~~(\$)~~ in the aggregate for bodily injury and property damage. See Owner's Insurance Requirements, Exhibit A.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~(\$)~~ per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage. See Owner's Insurance Requirements, Exhibit A.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers required for the individual policies. See Owner's Insurance Requirements, Exhibit A.

§ 2.5.4 Workers' Compensation at statutory limits. See Owner's Insurance Requirements, Exhibit A.

§ 2.5.5 Employers' Liability with policy limits not less than ~~(\$)~~ each accident, ~~(\$)~~ each employee, and ~~(\$)~~ policy limit. [Intentionally Deleted]

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ~~(\$)~~ per claim and ~~(\$)~~ in the aggregate. See Owner's Insurance Requirements, Exhibit A.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. See Owner's Insurance Requirements, Exhibit A.

PAGE 7

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Basic Services shall also include a review of the existing site to become fully knowledgeable of the existing conditions; a review and analysis of the Owner's budget for the Project; preliminary design study; site planning and design; civil engineering; architectural interior design; space planning for furnishings and equipment; planning and design for access control, CCTV, and burglar alarm. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, ~~for the Owner and the Scheduling Consultant's approval, submit to the Owner,~~ a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by

authorities having jurisdiction over the Project. Once approved by the Owner and Scheduling Consultant, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 Upon the Owner's reasonable request, the Architect shall submit information to the ~~Scheduling Consultant~~ Owner and Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services.

PAGE 8

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the ~~Work-Work~~, and consistent with the Owner's sustainability goals and initiatives to be defined by the Owner and with consultation with the Architect and Construction Manager during the planning and design phases. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the ~~Work-Work~~, and consistent with the Owner's sustainability goals and initiatives to be defined by the Owner and with consultation with the Architect and Construction Manager during the planning and design phases.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the ~~Cost Consultant~~. Construction Manager. The Architect shall meet with the ~~Cost Consultant~~ Owner and Construction Manager to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the ~~Cost Consultant's~~ Construction Manager's cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

...

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the ~~Cost Consultant~~. Construction Manager. The Architect shall meet with the ~~Cost Consultant~~ Owner and Construction Manager to review the Design Development Documents.

PAGE 9

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and ~~preparation~~ preparation, if necessary, of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the ~~Cost Consultant~~. Construction Manager. The Architect shall meet with the ~~Cost Consultant~~ Owner and Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the ~~Cost Consultant's~~ Construction Manager's cost estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

...

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction or reviewing contracts for construction, but the Architect will not be providing legal advice to the Owner.

...

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by-by, if necessary:

...

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider shall consider a reasonable number of requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

PAGE 10

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents. Architect shall consult with the Owner on matters of aesthetic effect but the Owner shall have the final decision on such matters.

PAGE 11

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the materials and labor for which the Contractor is requesting payment have been incorporated into the Project or suitably stored as allowed by the Contractor's agreement with the Owner, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

...

§ 3.6.3.4 The Architect agrees to coordinate with the Owner and Contractor on a schedule for the review of the Contractor's Applications for Payment and agrees to take such action on the Application for Payments with promptness so as not to cause delay in the Owner's ability to issue prompt payment to the Contractor as required by the Agreement between the Owner and Contractor.

PAGE 12

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. Whenever possible without causing a delay to the construction of the Work, the Architect shall advise the Owner on all such changes in the Work being authorized or contemplated to be authorized.

...

- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents, and to the Architect's knowledge and belief, all labor and materials for which the Contractor is requesting final payment have been incorporated into the Project.

PAGE 13

§ 4.1.1.1	Programming[Intentionally Deleted]	
§ 4.1.1.2	[Intentionally Deleted]	
§ 4.1.1.2	Multiple preliminary designs	

...

§ 4.1.1.5	[Intentionally Deleted]	
§ 4.1.1.5	Site evaluation and planning	

...

§ 4.1.1.8	Civil engineering[Intentionally Deleted]	
§ 4.1.1.9	Landscape design[Intentionally Deleted]	
§ 4.1.1.10	[Intentionally Deleted]	
§ 4.1.1.10	Architectural interior design	

...

§ 4.1.1.16	As-constructed record drawings	<u>Architect</u>
------------	--------------------------------	------------------

...

§ 4.1.1.21	Telecommunications/data design[Intentionally Deleted]	
§ 4.1.1.22	[Intentionally Deleted]	
§ 4.1.1.22	Security evaluation and planning	

...

§ 4.1.1.26	Furniture, furnishings, and equipment design	<u>Architect</u>
------------	--	------------------

...

§ 4.1.1.29	Site Surveying	<u>Architect</u>
------------	----------------	------------------

PAGE 14

As-constructed record drawings (4.1.1.16) will be provided by the Architect as a Supplemental Service. Because these record drawings will be based on unverified information provided by the Contractor and others, upon which the Architect is entitled to rely, the Architect will not be able to seal the record drawings or assure their accuracy.

Furniture, furnishings, and equipment design and specification (4.1.1.26) will be provided by the Architect as a Supplemental Service.

Site Surveying (4.1.1.29) will be provided by the Architect as a Supplemental Service. This service will include topographic surveying of the existing site conditions, easements and utilities Of the entire 12+ acre tract.

None

~~.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients; [Intentionally Deleted]~~

~~7 Preparation for, and attendance at, a public presentation, meeting or hearing; [Intentionally Deleted]~~

PAGE 15

1. ~~Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect; [Intentionally Deleted]~~

2 Responding to the Contractor's excessive requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation; or

3. ~~Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service; [Intentionally Deleted]~~

4. Evaluating an extensive number of Claims as the Initial Decision Maker, or, Maker.

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom. [Intentionally Deleted]

1. Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

2 Twelve (12) visits to the site by the Architect during construction

3. Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.5 If the services covered by this Agreement have not been completed within (~~—~~) Twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

§ 5.2 The Owner shall furnish the services of a ~~Scheduling Consultant~~ **Construction Manager** that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. The Owner shall furnish the services of a ~~Cost Consultant~~ **Construction Manager** that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the

Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

PAGE 16

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. The authority of the Owner's Representative to make decisions on behalf of the Owner shall be limited to those decisions customarily allowed in the capacity of the representative's position. Certain decisions of the Owner may require approval by other staff, commissions, or the governing body of the City of Olathe. The Owner's Representative shall not be required to make decisions on matters which the representative is not authorized to make.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark as may be available any site investigations and written legal description that may be beneficial to the Architect in understanding the existing conditions of the Project site.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. The Architect and Owner agree to cooperate in defining the specific requirements and limits of geotechnical testing of subsurface conditions.

...

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. However, in no event shall any Owner-related legal, accounting, insurance, and or audit services be provided on behalf of the Consultant providing such services to the Owner, nor shall Consultant serve and other role than as an independent contractor of the Owner.

...

§ 5.13 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. The Owner shall be entitled to communicate directly with the Contractor and any Contractor or Consultant with whom the Owner has a direct contract without having to do so through the Architect. The Owner shall endeavor to include the Architect in such communication when the Owner, in its sole discretion, deems that communication necessary.

PAGE 17

§ 6.3 The Owner shall require the ~~Cost Consultant~~ Construction Management to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the ~~Cost Consultant~~ Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the ~~Cost Consultant's Construction Manager~~ inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Cost Consultant's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the ~~Cost Consultant's Construction Manager's~~ estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the ~~Cost Consultant, Construction Manager,~~ shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

PAGE 18

§ 8.1.3 ~~The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement. For purposes of indemnification requirements, the term "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with the performance of this Agreement.~~

8.1.3.1 Indemnification and Hold Harmless: For purposes of this Agreement, Architect agrees to indemnify and hold harmless Owner from any and all Loss to the extent Loss is caused or incurred as a result of the intentional misconduct, recklessness, negligence, or other actionable fault of Architect or its subcontractors.

8.1.3.2 Comparative Fault & Contributory Negligence: It is agreed as a specific element of consideration of this Agreement that this indemnity will apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of Owner or any Third Party and, further notwithstanding any theory of law including, but not limited to, a characterization of Owner'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 Architect's obligation hereunder will not include amounts attributable to the fault or negligence of Owner or any Third Party for whom Architect is not responsible.

8.1.3.3 Damage Limitations: In the case of any claims against Owner indemnified under this Agreement, by Architect or its subcontractors, 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 Architect or its subcontractors, by the minimum insurance required by this Agreement, nor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

8.1.3.4 Negligence by the Owner: Architect is not required hereunder to indemnify and hold the Owner or its agents harmless from liability based on Owner's negligence.

PAGE 19

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement which cannot be resolved by direct negotiations between the Parties shall be subject to mediation as a condition precedent to binding dispute resolution. The institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.mediation.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. ~~The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution.~~Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by

agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Any dispute under this Agreement not resolved by mediation shall be litigated in the District Court of Johnson County, Kansas, or the closest Court of competent jurisdiction thereto.

...

[☒] Litigation in a court of competent jurisdiction

PAGE 20

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, the Architect shall provide written notice to the Owner of non-payment and if payment is not received by the Architect within seven (7) business days thereafter, then such failure shall be considered as substantial nonperformance and cause for termination

or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

...

~~§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:~~

~~(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)~~

~~1. Termination Fee:~~

~~2. Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

§ 9.7 [Intentionally Deleted]

...

~~§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3 construed and enforced in accordance with the laws of the State of Kansas.~~

~~§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction. Construction as amended by the Owner. If Owner amends AIA Document A201-2007, Owner will provide a copy of the amended document to the Architect.~~

~~§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment. other party.~~

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~~§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The When appropriate and at the Owner's sole discretion, Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.~~

~~§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential unless withholding such information would violate the law (including but not limited to the Kansas Open Records Act), create the risk of significant harm to the public, or prevent the Owner or Architect from establishing a claim or defense in an adjudicatory proceeding, and~~

shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

...

~~2~~ Percentage Basis

~~(Insert percentage value)~~

~~() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~

~~3~~ Other

~~(Describe the method of compensation)~~

\$ 363,400

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, 4.1.1, the Owner shall compensate the Architect as follows:

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Included in stipulated sum above.

...

See section Exhibit B for Hourly Rate Schedule

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus TBD percent (TBD %), or as follows:

...

See section Exhibit B for Hourly Rate Schedule

...

<u>Programming Phase</u>	<u>Ten</u>	percent (	<u>10</u>	<u>%)</u>
<u>Schematic Design Phase</u>	<u>Fifteen</u>	percent (	<u>15</u>	<u>%)</u>
<u>Design Development Phase</u>	<u>Twenty</u>	percent (	<u>20</u>	<u>%)</u>
<u>Construction Documents Document</u>	<u>Thirty-Five</u>	percent (	<u>35</u>	<u>%)</u>
<u>Phase</u>				
<u>Procurement Phase</u>		percent (<u>%)</u>
<u>Construction Phase</u>	<u>Twenty</u>	percent (	<u>20</u>	<u>%)</u>
<hr/>				
Total Basic Compensation	<u>one hundred One Hundred</u>	percent (<u>100</u>	<u>%)</u>

...

See Hourly Rate Schedule, Exhibit B

Employee or Category

Rate (\$0.00)

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus TBD percent (TBD %) of the expenses incurred. A budget of \$14,500 is established for Reimbursable Expenses and is included in the Stipulated Sum above.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

[Intentionally Deleted]

§ 11.10.1 Initial Payments [Intentionally Deleted]

§ 11.10.1.1 An initial payment of ~~(\$)~~ shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ~~(\$)~~ shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. ~~Amounts unpaid () invoice, provided the invoices for the Architect's services when submitted are found to be acceptable by the Owner. Within five (5) business days the Owner shall notify the Architect of any concerns with the Architect's invoice which may need to be corrected prior to the Owner making payment. Amounts unpaid thirty-one (31) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~

~~% One and one-half percent (1.50%) (or the maximum allowable by law, whichever is lower) of the past due amount per month (18% annual interest rate) from the invoice date~~

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a ~~binding dispute resolution mediation or litigation~~ proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be ~~available to the Owner at mutually convenient times submitted to the Owner at the time of submitting all applicable invoices.~~

§ 11.10.5 In the event Owner becomes credibly informed that any representations of Architect provided in its monthly invoices are wholly or partially inaccurate, Owner may withhold payment of sums then or in the future otherwise due to Architect until the inaccuracy and the cause thereof, is corrected to the Owner's reasonable satisfaction. In the event Owner questions some element of an invoice, that fact shall be made known to the Architect within five (5) business days after receipt of the invoice by the Owner. Architect will help to effect resolution and transmit a revised invoice, if necessary. Amounts not questioned by the Owner shall be paid to the Architect in accordance with terms of this Agreement.

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1 LICENSING REQUIREMENTS

The Architect must be authorized to do business in the State of Kansas. If the Architect is a corporation organized outside the State of Kansas it shall review its authorization with the State of Kansas and if necessary, file the required documentation with the State of Kansas in order to receive authorization to do business in the State of Kansas. The Architect, if organized outside the State of

Kansas, must furnish evidence to the Owner of their authority to do business in the State of Kansas. Such evidence must be furnished to the Owner prior to any Contract award.

The Architect and all sub-contractors performing design and construction work on this project shall meet all licensing requirements of the City of Olathe for the work which they intend to perform.

.2 AFFIRMATIVE ACTION / OTHER LAWS

During the performance of this Agreement, the Architect agrees that:

- a. Architect shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;
- b. in all solicitations or advertisements for employees, the Architect shall include the phrase "equal opportunity employer," or a similar phrase to be approved by the commission;
- c. if the Architect fails to comply with the manner in which the Architect reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Architect shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City without penalty;
- d. if the Architect is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, the Architect shall 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. the Architect shall 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.

The provisions of this section shall not apply to a contract entered into by the City with Architect if:

- a. Architect employs fewer than four employees during the term of such contract; or
- b. Architect's contract with the City total \$10,000 or less in aggregate.

The Architect further agrees and acknowledges that it shall 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. 1201 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.

.3 NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

.4 INDEPENDENT CONTRACTOR

The Architect is an independent contractor and as such is not an agent or employee of the City.

.5 COVENANT AGAINST CONTINGENT FEES

Architect warrants that he/she 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 he/she 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 warranty, City may terminate this Agreement without liability or may, in its discretion, deduct from the Contract Price or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

.6 COMPLIANCE WITH LAWS

Architect shall abide by all applicable federal, state and local laws, ordinances and regulations applicable to the Work or the Project at the time Services are rendered, including but not limited to The Kansas Fairness in Public Construction Contract Act, K.S.A. 16-1901 et seq. Architect shall secure all occupational and professional licenses and permits from public and private sources necessary for the fulfillment of his/her obligations under this Agreement.

.7 TITLES, SUBHEADS AND CAPITALIZATION

Title and subheadings as used herein are provided only as a matter of convenience and shall 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 shall have no legal bearing on the interpretation of such terms.

.8 SEVERABILITY CLAUSE

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

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- ~~2~~ AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

- ~~2~~ [Intentionally Deleted]

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☒ Other Exhibits incorporated into this Agreement:

...

Exhibit A – City of Olathe, Kansas Insurance Requirements

Exhibit B – Hourly Billing Rate Schedule

...

OWNER *(Signature)*

(Printed name and title)

OWNER

(Signature)

(Printed name)

(Title)

ARCHITECT *(Signature)*

(Printed name, title, and license number, if required)

ARCHITECT

(Signature)

(Printed name)

(Title)

ATTEST

(City Clerk)

(Seal)

APPROVED AS TO FORM

(City Attorney / Deputy City Attorney / Assistant City Attorney)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:12:49 ET on 01/11/2019 under Order No. 7239317004 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B103™ – 2017, Standard Form of Agreement Between Owner and Architect for a Complex Project, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



**Project Fact Sheet
Fire Station #8 Improvements
PN 6-C-009-18
January 22, 2019**

Project Manager: Beth Wright / Chad Foster

Description: This project is for the planning, design, construction, and equipping of a new fire station near 148th Street and Lakeshore Drive.

Justification: Improved Fire Department coverage is needed to better serve the growing southwestern portion of the community, including increasing residential density, Mission Trail Middle School and the I-35 Logistics Park.

Schedule:	Item	Date
	Contract Award – Construction Manager	Mar. 2019 – Est.
	Guaranteed Maximum Price (GMP)	Nov. 2019 – Est.
	Construction Start	Nov. 2019 – Est.
	Construction Completion	Feb. 2021 – Est.

Council Actions:	Date	Amount
Funding Resolution	10-16-2018	\$7,055,000
Design Agreement	1-22-2019	\$363,400

Funding Sources:	Amount	CIP Year
General Obligation Bonds	\$ 7,055,000	2021

Expenditures:	Budget	Amount to Date
Staff Costs	\$120,000	\$0
Land Acquisition	\$75,000	\$231,420
Planning and Design Services	\$500,000	\$0
Building Construction	\$3,500,000	\$0
Equipment/Apparatus	\$1,575,000	\$0
Inspection/Testing	\$50,000	\$0
FF&E/IT/Miscellaneous & Contingency	\$1,235,000	\$0
Total	\$ 7,055,000	\$231,420

FIRE STATION #8 IMPROVEMENT PROJECT
PN 6-C-009-18
PROJECT LOCATION MAP





City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/22/2019

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger/Beth Wright

SUBJECT: This agreement will provide for design services for the Fire Training Center.

ITEM DESCRIPTION:

Consideration of an Agreement with Finkle Williams, Inc. for design of the Fire Training Center Project, PN 6-C-004-13.

SUMMARY:

This project is in place to provide a Fire Training Center that will include a training “burn” tower, smaller fire training “props”, and a small restroom/storage building.

Design and construction of the Fire Training Center Project will utilize the Design-Bid-Build contract method. On October 18, 2018, staff issued a Request for Qualifications (RFQ) to firms seeking to be considered for providing design services for this project, as well as, the Fire Station #8 Improvements Project. On October 30, 2018, Statements of Qualifications were received from eight (8) design teams. The evaluation and selection committee identified three (3) teams to be interviewed and provide fee proposals. Following the interviews on December 11, 2018, the committee identified Finkle Williams, Inc. as the preferred firm for this project.

Attached is the proposed Agreement with Finkle Williams, Inc. The Agreement is for comprehensive planning, design, and construction administration services. The total cost of services as outlined in the Agreement is \$162,700.

The following is the tentative schedule for the design and construction of the project:

Begin Planning and Design:	January 2019
Complete Design:	June 2019
Bidding	July 2019
Begin Construction:	August 2019
Complete Construction:	February 2020

FINANCIAL IMPACT:

Funding for the Fire Training Center Project, as approved in the 2019 Capital Improvement Plan, includes:

CIP Funds	\$1,000,000
<u>GO Bonds</u>	<u>\$3,000,000</u>
Total	\$4,000,000

ACTION NEEDED:

Approval of an Agreement with Finkle Williams, Inc. for design of the Fire Training Center Project, PN

MEETING DATE: 1/22/2019

6-C-004-13.

ATTACHMENT(S):

A: Agreement

B: Project Fact Sheet

C: Project Location Map



AIA® Document B103™ – 2017

Standard Form of Agreement Between Owner and Architect for a Complex Project

AGREEMENT made as of the _____ day of January in the year 2019
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Olathe, Kansas
100 E. Santa Fe
P.O. Box 768
Olathe, KS 66051-0768
913-971-8600

and the Architect:
(Name, legal status, address and other information)

Finkle Williams, Inc.
7007 College Blvd. Suite 415
Overland Park, KS 66211
913-498-1550

for the following Project:
(Name, location and detailed description)

Olathe Fire Training Center
Approx Address: 710 N Hedge Lane, Olathe, KS 66061

This project involves the programming, planning, design, and construction of a new fire training facility and directly related site improvements. It is anticipated the project will include a 'class a' burn tower, relocated modular prop, administrative and storage building (including restrooms) and an outdoor training area.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Program to be developed within this scope of services.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The Olathe Fire Training Center will be located on City-Owned Property on East side of N. Hedge Lane, North of 131st Street. The exact location and layout of the site is to be determined as part of the scope of the project.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

The Owner's budget for the Cost of Work is currently established at \$1,650,000

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Init.

Begin DesignFebruary 2019
Complete DesignJuly 2019

.2 Construction commencement date:

Commencement of construction is tentatively anticipated for 4th Quarter 2019. The specific date will be determined at a later date once a Contractor has been selected.

.3 Substantial Completion date or dates:

Substantial completion of construction is tentatively anticipated for 1st Quarter 2020. The specific date will be determined at a later date once a Contractor has been selected and construction schedule set.

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract.)

Competitive Bid

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

None anticipated.

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

The City values sustainable site development and sustainable building construction in order to create an operationally sustainable facility and to lessen the impact on the local and global environment. Therefore, the City will seek to develop this project in a manner that will allow us to demonstrate our commitment to these sustainable initiatives. Environmentally responsible design shall be considered, but not limited to, issues such as building shell; natural daylighting opportunities; types of building materials and their content, long term durability, energy saving characteristics, and regional availability; energy efficient electrical and mechanical systems, equipment, and fixtures; water conservation opportunities; and appropriate landscape materials and plantings. The pursuit of LEED certification for this facility is not a requirement for this project.

§ 1.1.7.1 [Intentionally Deleted]

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Chad Foster, AIA, Senior Building Design Project Manager
City of Olathe, Kansas
100 E. Santa Fe
P.O. Box 768
Olathe, KS 66051-0768
Telephone Number: 913-971-9107
Email Address: ccfooster@olatheks.org

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

Init.

(List name, address, and other contact information.)

Other City of Olathe staff as necessary.

§ 1.1.10 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Cost Consultant:

None.

.2 Scheduling Consultant:

None.

.3 Geotechnical Engineer:

Terracon Consultants

.4 Civil Engineer:

None.

.5 Other, if any:

(List any other consultants and contractors retained by the Owner.)

General Contractor – Unknown at time of execution of this Agreement.

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:

(List name, address, and other contact information.)

Ellen Foster, AIA
Finkle Williams, Inc.
7007 College Blvd, Suite 415
Overland Park, Kansas 66211
913-498-1550 (Ex. 103)
efoster@finklewilliams.com

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:

(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Michael J. Falbe, P.E.
Bob D. Campbell & Co
4338 Bellevue Ave.
Kansas City, MO 64111
816-531-4144

.2 Mechanical Engineer:

Lankford Fendler
1730 Walnut
Kansas City, Mo 64108

Init.

816-221-1411

.3 Electrical Engineer:

Lankford Fendler
1730 Walnut
Kansas City, Mo 64108
816-221-1411

.4 Civil Engineer:

Roger Barret, LEED AP SK Design Group, Inc.
4600 College Boulevard
Suite 100
Overland Park, KS 66211
913-451-1818

.5 Landscape Architect:

Cale Doornbos, PLA, ASLA
SWT Design
1925 Central Street
Suite 202
Kansas City, MO 64108

.6 Fire Station Consultant:

Brian Harris, AIA LEED AP
TCA Architecture - Planning
6211 Roosevelt Way NE
Seattle, WA 98115

.7 Other:

Cost Estimating
Constructing Management Resources (CMR)
5201 Johnson Drive
Mission, KS 66205

§ 1.1.12.2 Consultants retained under Supplemental Services:

§ 1.1.13 Other Initial Information on which the Agreement is based:

None

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability – See Owner's Insurance Requirements, Exhibit A.

§ 2.5.2 Automobile Liability – See Owner's Insurance Requirements, Exhibit A.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as required for the individual policies. See Owner's Insurance Requirements, Exhibit A.

§ 2.5.4 Workers' Compensation – See Owner's Insurance Requirements, Exhibit A.

§ 2.5.5 [Intentionally Deleted]

§ 2.5.6 Professional Liability – See Owner's Insurance Requirements, Exhibit A.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. See Owner's Insurance Requirements, Exhibit A.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Basic Services shall also include a review of the existing site to become fully knowledgeable of the existing conditions; a review and analysis of the Owner's budget for the Project; preliminary design study; site planning and design; civil engineering; architectural interior design; space planning for furnishings and equipment; planning and design for access control, CCTV, and burglar alarm. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner and Scheduling Consultant, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 Upon the Owner's reasonable request, the Architect shall submit information to the Owner and participate in developing and revising the Project schedule as it relates to the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work, and consistent with the Owner's sustainability goals and initiatives to be defined by the Owner and with consultation with the Architect during the planning and design phases. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work, and consistent with the Owner's sustainability goals and initiatives to be defined by the Owner and with consultation with the Architect during the planning and design phases.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner. The Architect shall meet with the Owner to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Cost Consultant's cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner. The Architect shall meet with the Owner to review the Design Development Documents.

§ 3.3.3 [Intentionally Deleted]

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation, if necessary, of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner. The Architect shall meet with the Owner to review the Construction Documents.

§ 3.4.5 Upon receipt of the Cost Consultant's cost estimate during the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing or reviewing contracts for construction, but the Architect will not be providing legal advice to the Owner.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by, if necessary:

1. facilitating the distribution of Bidding Documents to prospective bidders;
2. organizing and conducting a pre-bid conference for prospective bidders;
3. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
4. organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall consider a reasonable number of requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

1. facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
2. organizing and participating in selection interviews with prospective contractors;
3. preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
4. participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and

Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect shall consult with the Owner on matters of aesthetic effect but the Owner shall have the final decision on such matters.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor’s Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated, the materials and labor for which the Contractor is requesting payment have been incorporated into the Project or suitably stored as allowed by the Contractor’s agreement with the Owner, the quality

of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.3.4 The Architect agrees to coordinate with the Owner and Contractor on a schedule for the review of the Contractor's Applications for Payment and agrees to take such action on the Application for Payments with promptness so as not to cause delay in the Owner's ability to issue prompt payment to the Contractor as required by the Agreement between the Owner and Contractor.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. Whenever possible without causing a delay to the construction of the Work, the Architect shall advise the Owner on all such changes in the Work being authorized or contemplated to be authorized.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

1. conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
2. issue Certificates of Substantial Completion;
3. forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
4. issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents, and to the Architect's knowledge and belief, all labor and materials for which the Contractor is requesting final payment have been incorporated into the Project.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 [Intentionally Deleted]	
§ 4.1.1.2 [Intentionally Deleted]	

(Row deleted)

§ 4.1.1.3	Measured drawings	
§ 4.1.1.4	Existing facilities surveys	
§ 4.1.1.5	[Intentionally Deleted]	

(Row deleted)

§ 4.1.1.6	Building Information Model management responsibilities	
§ 4.1.1.7	Development of Building Information Models for post construction use	
§ 4.1.1.8	[Intentionally Deleted]	
§ 4.1.1.9	[Intentionally Deleted]	
§ 4.1.1.10	[Intentionally Deleted]	

(Row deleted)

§ 4.1.1.11	Value analysis	
§ 4.1.1.12	Cost estimating	
§ 4.1.1.13	On-site project representation	
§ 4.1.1.14	Conformed documents for construction	
§ 4.1.1.15	As-designed record drawings	
§ 4.1.1.16	As-constructed record drawings	Architect
§ 4.1.1.17	Post-occupancy evaluation	
§ 4.1.1.18	Facility support services	
§ 4.1.1.19	Tenant-related services	
§ 4.1.1.20	Architect's coordination of the Owner's consultants	
§ 4.1.1.21	[Intentionally Deleted]	
§ 4.1.1.22	[Intentionally Deleted]	

(Row deleted)

§ 4.1.1.23	Commissioning	
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25	Historic preservation	
§ 4.1.1.26	Furniture, furnishings, and equipment design	Architect
§ 4.1.1.27	Other services provided by specialty Consultants	
§ 4.1.1.28	Other Supplemental Services	
§ 4.1.1.29	Site Surveying	Owner

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

As-constructed record drawings (4.1.1.16) will be provided by the Architect as a Supplemental Service. Because these record drawings will be based on unverified information provided by the Contractor and others, upon which the Architect is entitled to rely, the Architect will not be able to seal the record drawings or assure their accuracy.

Furniture, furnishings, and equipment design and specification (4.1.1.26) will be provided by the Architect as a Supplemental Service.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Site Surveying (4.1.1.29) will be provided by the Owner.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 [Intentionally Deleted]
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 [Intentionally Deleted]
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 [Intentionally Deleted]
- .2 Responding to the Contractor's excessive requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful

- study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation; or
- 3 [Intentionally Deleted]
- 4 Evaluating an extensive number of Claims as the Initial Decision Maker.
- 5 [Intentionally Deleted]

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- 1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- 2 Five (5) visits to the site by the Architect during construction
- 3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- 4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. The authority of the Owner's Representative to make decisions on behalf of the Owner shall be limited to those decisions customarily allowed in the capacity of the representative's position. Certain decisions of the Owner may require approval by other staff, commissions, or the governing body of the City of Olathe. The Owner's Representative shall not be required to make decisions on matters which the representative is not authorized to make.

§ 5.5 The Owner shall furnish as may be available any site investigations and written legal description that may be beneficial to the Architect in understanding the existing conditions of the Project site.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. The Architect and Owner agree to cooperate in defining the specific requirements and limits of geotechnical testing of subsurface conditions.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. However, in no event shall any Owner-related legal, accounting, insurance, and or audit services be provided on behalf of the Consultant providing such services to the Owner, nor shall Consultant serve and other role than as an independent contractor of the Owner.

§ 5.12 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. The Owner shall be entitled to communicate directly with the Contractor and any Contractor or Consultant with whom the Owner has a direct contract without having to do so through the Architect. The Owner shall endeavor to include the Architect in such communication when the Owner, in its sole discretion, deems that communication necessary.

§ 5.14 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead

and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Cost Consultant's estimates to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Cost Consultant prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Cost Consultant's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Cost Consultant's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Cost Consultant's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Owner, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due

pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

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

8.1.3.1 Indemnification and Hold Harmless: For purposes of this Agreement, Architect agrees to indemnify and hold harmless Owner from any and all Loss to the extent Loss is caused or incurred as a result of the intentional misconduct, recklessness, negligence, or other actionable fault of Architect or its subcontractors.

8.1.3.2 Comparative Fault & Contributory Negligence: It is agreed as a specific element of consideration of this Agreement that this indemnity will apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of Owner or any Third Party and, further notwithstanding any theory of law including, but not limited to, a characterization of Owner'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 Architect's obligation hereunder will not include amounts attributable to the fault or negligence of Owner or any Third Party for whom Architect is not responsible.

8.1.3.3 Damage Limitations: In the case of any claims against Owner indemnified under this Agreement, by Architect or its subcontractors, 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 Architect or its subcontractors, by the minimum insurance required by this Agreement, nor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

8.1.3.4 Negligence by the Owner: Architect is not required hereunder to indemnify and hold the Owner or its agents harmless from liability based on Owner's negligence.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement which cannot be resolved by direct negotiations between the Parties shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Any dispute under this Agreement not resolved by mediation shall be litigated in the District Court of Johnson County, Kansas, or the closest Court of competent jurisdiction thereto.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, the Architect shall provide written notice to the Owner of non-payment and if payment is not received by the Architect within seven (7) business days thereafter, then such failure shall be considered as substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services.

In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

(Paragraphs deleted)

§ 9.7 [Intentionally Deleted]

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be construed and enforced in accordance with the laws of the State of Kansas.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction as amended by the Owner. If Owner amends AIA Document A201-2007, Owner will provide a copy of the amended document to the Architect.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other party..

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. When appropriate and at the Owner's sole discretion, Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential unless withholding such information would violate the law (including but not limited to the Kansas Open Records Act), create the risk of significant harm to the public, or prevent the Owner or Architect from establishing a claim or defense in an adjudicatory proceeding, and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

(Paragraphs deleted) \$162,700

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Included in stipulated sum above

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

See Exhibit B for Hourly Rate Schedule

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus TBD percent (TBD %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

See Exhibit B for Hourly Rate Schedule

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Thirty Five	percent (	35	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
(Row deleted)				
Total Basic Compensation	One Hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Hourly Rate Schedule, Exhibit B

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of

- additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
 - .10 Site office expenses;
 - .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
 - .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants. A budget for Reimbursable Expenses is included in the Stipulated Sum in Section 11.1.1.

§ 11.9

(Paragraphs deleted)
[Intentionally Deleted]

§ 11.10 Payments to the Architect

§ 11.10.1 [Intentionally Deleted]

(Paragraphs deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice, provided the invoices for the Architect's services when submitted are found to be acceptable by the Owner. Within five (5) business days the Owner shall notify the Architect of any concerns with the Architect's invoice which may need to be corrected prior to the Owner making payment. Amounts unpaid thirty-one (31) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

One and one-half percent (1.50%) (or the maximum allowable by law, whichever is lower) of the past due amount per month (18% annual interest rate) from the invoice date.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a mediation or litigation proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be submitted to the Owner at the time of submitting all applicable invoices.

§ 11.10.5 In the event Owner becomes credibly informed that any representations of Architect provided in its monthly invoices are wholly or partially inaccurate, Owner may withhold payment of sums then or in the future otherwise due to Architect until the inaccuracy and the cause thereof, is corrected to the Owner's reasonable satisfaction. In the event Owner questions some element of an invoice, that fact shall be made known to the Architect within five (5) business days after receipt of the invoice by the Owner. Architect will help to effect resolution and transmit a revised invoice, if necessary. Amounts not questioned by the Owner shall be paid to the Architect in accordance with terms of this Agreement.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

.1 LICENSING REQUIREMENTS

The Architect must be authorized to do business in the State of Kansas. If the Architect is a corporation organized outside the State of Kansas it shall review its authorization with the State of Kansas and if necessary, file the required documentation with the State of Kansas in order to receive

authorization to do business in the State of Kansas. The Architect, if organized outside the State of Kansas, must furnish evidence to the Owner of their authority to do business in the State of Kansas. Such evidence must be furnished to the Owner prior to any Contract award.

The Architect and all sub-contractors performing design and construction work on this project shall meet all licensing requirements of the City of Olathe for the work which they intend to perform.

.2 AFFIRMATIVE ACTION / OTHER LAWS

During the performance of this Agreement, the Architect agrees that:

- a. Architect shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;
- b. in all solicitations or advertisements for employees, the Architect shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the commission;
- c. if the Architect fails to comply with the manner in which the Architect reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Architect shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City without penalty;
- d. if the Architect is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, the Architect shall 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. the Architect shall 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.

The provisions of this section shall not apply to a contract entered into by the City with Architect if:

- a. Architect employs fewer than four employees during the term of such contract; or
- b. Architect's contract with the City total \$10,000 or less in aggregate.

The Architect further agrees and acknowledges that it shall 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. 1201 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.

.3 NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

.4 INDEPENDENT CONTRACTOR

The Architect is an independent contractor and as such is not an agent or employee of the City.

.5 COVENANT AGAINST CONTINGENT FEES

Architect warrants that he/she 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 he/she 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 warranty, City may terminate this Agreement without liability or may, in its discretion, deduct from the

Contract Price or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

.6 COMPLIANCE WITH LAWS

Architect shall abide by all applicable federal, state and local laws, ordinances and regulations applicable to the Work or the Project at the time Services are rendered, including but not limited to The Kansas Fairness in Public Construction Contract Act, K.S.A. 16-1901 et seq. Architect shall secure all occupational and professional licenses and permits from public and private sources necessary for the fulfillment of his/her obligations under this Agreement.

.7 TITLES, SUBHEADS AND CAPITALIZATION

Title and subheadings as used herein are provided only as a matter of convenience and shall 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 shall have no legal bearing on the interpretation of such terms.

.8 SEVERABILITY CLAUSE

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

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1** AIA Document B103™-2017, Standard Form Agreement Between Owner and Architect
- .2** [Intentionally Deleted]

(Paragraphs deleted)

- .3** Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A – City of Olathe, Kansas Insurance Requirements

Exhibit B – Hourly Billing Rate Schedule

Exhibit C – Letter Proposal from Finkle + Williams to City of Olathe date January 9, 2019

- .4** Other documents:
(List other documents, if any, forming part of the Agreement.)

Init.

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

(Printed name)

(Title)

ATTEST

(City Clerk)

(Seal)

APPROVED AS TO FORM

(City Attorney / Deputy City Attorney / Assistant City Attorney)

ARCHITECT

(Signature)

(Printed name)

(Title)

Init.

/

Additions and Deletions Report for AIA® Document B103™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:08:02 ET on 01/11/2019.

PAGE 1

AGREEMENT made as of the day of January in the year 2019

...

City of Olathe, Kansas
100 E. Santa Fe
P.O. Box 768
Olathe, KS 66051-0768
913-971-8600

...

Finkle Williams, Inc.
7007 College Blvd Suite 415
Overland Park, KS 66211
913-498-1550

...

Olathe Fire Training Center
Approx Address: 710 N Hedge Lane, Olathe, KS 66061

This project involves the programming, planning, design, and construction of a new fire training facility and directly related site improvements. It is anticipated the project will include a 'class a' burn tower, relocated modular prop, administrative and storage building (including restrooms) and an outdoor training area.

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Program to be developed within this scope of services.

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The Olathe Fire Training Center will be located on City-Owned Property on East side of N. Hedge Lane, North of 131st Street. The exact location and layout of the site is to be determined as part of the scope of the project.

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The Owner's budget for the Cost of Work is currently established at \$1,650,000

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Begin DesignFebruary 2019
Complete DesignJuly 2019

...

Commencement of construction is tentatively anticipated for 4th Quarter 2019. The specific date will be determined at a later date once a Contractor has been selected.

Substantial completion of construction is tentatively anticipated for 1st Quarter 2020. The specific date will be determined at a later date once a Contractor has been selected and construction schedule set.

Competitive Bid

None anticipated.

The City values sustainable site development and sustainable building construction in order to create an operationally sustainable facility and to lessen the impact on the local and global environment. Therefore, the City will seek to develop this project in a manner that will allow us to demonstrate our commitment to these sustainable initiatives. Environmentally responsible design shall be considered, but not limited to, issues such as building shell; natural daylighting opportunities; types of building materials and their content, long term durability, energy saving characteristics, and regional availability; energy efficient electrical and mechanical systems, equipment, and fixtures; water conservation opportunities; and appropriate landscape materials and plantings. The pursuit of LEED certification for this facility is not a requirement for this project.

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™ 2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204 2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204 2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective. [Intentionally Deleted]

Chad Foster, AIA, Senior Building Design Project Manager
City of Olathe, Kansas
100 E. Santa Fe
P.O. Box 768
Olathe, KS 66051-0768
Telephone Number: 913-971-9107
Email Address: ccfooster@olatheks.org

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Other City of Olathe staff as necessary.

None.

None.

Terracon Consultants

None.

General Contractor – Unknown at time of execution of this Agreement.

Ellen Foster, AIA
Finkle Williams, Inc.
7007 College Blvd, Suite 415
Overland Park, Kansas 66211
913-498-1550 (Ex. 103)
efoster@finklewilliams.com

Michael J. Falbe, P.E.
Bob D. Campbell & Co
4338 Belleview Ave.
Kansas City, MO 64111
816-531-4144

Lankford Fendler
1730 Walnut
Kansas City, Mo 64108
816-221-1411

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Lankford Fendler
1730 Walnut
Kansas City, Mo 64108
816-221-1411

.4 Civil Engineer:

Roger Barret, LEED AP SK Design Group, Inc.
4600 College Boulevard
Suite 100
Overland Park, KS 66211
913-451-1818

.5 Landscape Architect:

Cale Doornbos, PLA, ASLA
SWT Design
1925 Central Street
Suite 202
Kansas City, MO 64108

.6 Fire Station Consultant:

Brian Harris, AIA LEED AP
TCA Architecture - Planning
6211 Roosevelt Way NE
Seattle, WA 98115

.7 Other:

Cost Estimating
Constructing Management Resources (CMR)
5201 Johnson Drive
Mission, KS 66205

None
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~~§ 2.5.1 Commercial General Liability with policy limits of not less than — (\$ —) for each occurrence and — (\$ —) in the aggregate for bodily injury and property damage. See Owner's Insurance Requirements, Exhibit A.~~

~~§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than — (\$ —) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage. See Owner's Insurance Requirements, Exhibit A.~~

~~§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers required for the individual policies. See Owner's Insurance Requirements, Exhibit A.~~

~~§ 2.5.4 Workers' Compensation at statutory limits. See Owner's Insurance Requirements, Exhibit A.~~

~~§ 2.5.5 Employers' Liability with policy limits not less than — (\$ —) each accident, — (\$ —) each employee, and — (\$ —) policy limit. [Intentionally Deleted]~~

~~§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than — (\$ —) per claim and — (\$ —) in the aggregate. See Owner's Insurance Requirements, Exhibit A.~~

~~§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. See Owner's Insurance Requirements, Exhibit A.~~

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~~§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Basic Services shall also include a review of the existing site to become fully knowledgeable of the existing conditions; a review and analysis of the Owner's budget for the Project; preliminary design study; site planning and design; civil engineering; architectural interior design; space planning for furnishings and equipment; planning and design for access control, CCTV, and burglar alarm. Services not set forth in this Article 3 are Supplemental or Additional Services.~~

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§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall ~~submit, for the Owner and the Scheduling Consultant's approval, submit to the Owner,~~ a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, ~~as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information.~~ The schedule shall include ~~anticipated dates when cost estimates or design reviews may occur,~~ and allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner and Scheduling Consultant, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 Upon the Owner's reasonable request, the Architect shall submit information to the ~~Scheduling Consultant~~ Owner and participate in developing and revising the Project schedule as it relates to the Architect's services.

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§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the ~~Work.~~ Work, and consistent with the Owner's sustainability goals and initiatives to be defined by the Owner and with consultation with the Architect during the planning and design phases. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the ~~Work.~~ Work, and consistent with the Owner's sustainability goals and initiatives to be defined by the Owner and with consultation with the Architect during the planning and design phases.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the ~~Owner and the Cost Consultant.~~ Owner. The Architect shall meet with the ~~Cost Consultant~~ Owner to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Cost Consultant's cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

...

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the ~~Owner and the Cost Consultant.~~ Owner. The Architect shall meet with the ~~Cost Consultant~~ Owner to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Cost Consultant's estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents. [Intentionally Deleted]

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§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and ~~preparation~~ preparation, if necessary, of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the ~~Owner and the Cost Consultant.~~ Owner. The Architect shall meet with the ~~Cost Consultant~~ Owner to review the Construction Documents.

§ 3.4.5 Upon receipt of the Cost Consultant's ~~estimate at the conclusion of~~ cost estimate during the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

...

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing ~~contracts for construction or reviewing contracts for construction,~~ but the Architect will not be providing legal advice to the Owner.

...

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project ~~by~~ by, if necessary:

...

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect ~~shall, as an Additional Service, consider~~ shall consider a reasonable number of requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

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§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's ~~decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.~~ Architect shall consult with the Owner on matters of aesthetic effect but the Owner shall have the final decision on such matters.

...

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the materials and labor for which the Contractor is requesting payment have been incorporated into the Project or suitably stored as allowed by the Contractor's agreement with the Owner, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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§ 3.6.3.4 The Architect agrees to coordinate with the Owner and Contractor on a schedule for the review of the Contractor's Applications for Payment and agrees to take such action on the Application for Payments with promptness so as not to cause delay in the Owner's ability to issue prompt payment to the Contractor as required by the Agreement between the Owner and Contractor.

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§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. Whenever possible without causing a delay to the construction of the Work, the Architect shall advise the Owner on all such changes in the Work being authorized or contemplated to be authorized.

- ...
- 4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents. Documents, and to the Architect's knowledge and belief, all labor and materials for which the Contractor is requesting final payment have been incorporated into the Project.
- ...

§ 4.1.1.1	Programming	Intentionally Deleted	
§ 4.1.1.2		Intentionally Deleted	
§ 4.1.1.2	Multiple preliminary designs		

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§ 4.1.1.5		Intentionally Deleted	
§ 4.1.1.5	Site evaluation and planning		

...

§ 4.1.1.8	Civil engineering	Intentionally Deleted	
§ 4.1.1.9	Landscape design	Intentionally Deleted	
§ 4.1.1.10		Intentionally Deleted	
§ 4.1.1.10	Architectural interior design		

...

§ 4.1.1.16	As-constructed record drawings		<u>Architect</u>
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...

§ 4.1.1.21	Telecommunications/data design	Intentionally Deleted	
§ 4.1.1.22		Intentionally Deleted	
§ 4.1.1.22	Security evaluation and planning		

...

§ 4.1.1.26	Furniture, furnishings, and equipment design		<u>Architect</u>
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...

§ 4.1.1.29	Site Surveying		<u>Owner</u>
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...

As-constructed record drawings (4.1.1.16) will be provided by the Architect as a Supplemental Service. Because these record drawings will be based on unverified information provided by the Contractor and others, upon which the Architect is entitled to rely, the Architect will not be able to seal the record drawings or assure their accuracy.

Furniture, furnishings, and equipment design and specification (4.1.1.26) will be provided by the Architect as a Supplemental Service.

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Site Surveying (4.1.1.29) will be provided by the Owner.

...

- 5 ~~Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients; [Intentionally Deleted]~~
- ...

- 7 ~~Preparation for, and attendance at, a public presentation, meeting or hearing; [Intentionally Deleted]~~
- ...

- 1 ~~Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect; [Intentionally Deleted]~~
- 2 Responding to the Contractor's excessive requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation; or
- 3 ~~Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service; [Intentionally Deleted]~~
- 4 Evaluating an extensive number of Claims as the Initial Decision ~~Maker; or, Maker.~~
- 5 ~~Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom. [Intentionally Deleted]~~

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- 1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- 2 Five (5) visits to the site by the Architect during construction
- 3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- 4 Two (2) inspections for any portion of the Work to determine final completion.
- ...

§ 4.2.5 If the services covered by this Agreement have not been completed within ~~(—)~~ Twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

...

§ 5.2 The Owner shall ~~furnish the services of a Scheduling Consultant that shall be responsible for creating the overall Project schedule.~~ The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. ~~The Owner shall furnish the services of a Cost Consultant that shall be responsible for preparing all estimates of the Cost of the Work.~~ If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. The authority of the Owner's Representative to make decisions on behalf of the Owner shall be limited to those decisions customarily allowed in the capacity of the representative's position. Certain decisions of the Owner may require approval by other staff, commissions, or the governing body of the City of Olathe. The Owner's Representative shall not be required to make decisions on matters which the representative is not authorized to make.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark as may be available any site investigations and written legal description that may be beneficial to the Architect in understanding the existing conditions of the Project site.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. The Architect and Owner agree to cooperate in defining the specific requirements and limits of geotechnical testing of subsurface conditions.

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§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. However, in no event shall any Owner-related legal, accounting, insurance, and or audit services be provided on behalf of the Consultant providing such services to the Owner, nor shall Consultant serve and other role than as an independent contractor of the Owner.

§ 5.13 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. The Owner shall be entitled to communicate directly with the Contractor and any Contractor or Consultant with whom the Owner has a direct contract without having to do so through the Architect. The Owner shall endeavor to include the Architect in such communication when the Owner, in its sole discretion, deems that communication necessary.

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§ 6.3 The Owner shall require the Cost Consultant ~~Consultant's estimates~~ to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Cost Consultant prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Cost Consultant's

inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Cost Consultant's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Cost Consultant's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the ~~Cost Consultant,~~ Owner, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

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§ 8.1.3 ~~The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.~~ For purposes of indemnification requirements, the term "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with the performance of this Agreement.

8.1.3.1 Indemnification and Hold Harmless: For purposes of this Agreement, Architect agrees to indemnify and hold harmless Owner from any and all Loss to the extent Loss is caused or incurred as a result of the intentional misconduct, recklessness, negligence, or other actionable fault of Architect or its subcontractors.

8.1.3.2 Comparative Fault & Contributory Negligence: It is agreed as a specific element of consideration of this Agreement that this indemnity will apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of Owner or any Third Party and, further notwithstanding any theory of law including, but not limited to, a characterization of Owner'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 Architect's obligation hereunder will not include amounts attributable to the fault or negligence of Owner or any Third Party for whom Architect is not responsible.

8.1.3.3 Damage Limitations: In the case of any claims against Owner indemnified under this Agreement, by Architect or its subcontractors, 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 Architect or its subcontractors, by the minimum insurance required by this Agreement, nor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

8.1.3.4 Negligence by the Owner: Architect is not required hereunder to indemnify and hold the Owner or its agents harmless from liability based on Owner's negligence.

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§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement which cannot be resolved by direct negotiations between the Parties shall be subject to mediation as a condition precedent to binding dispute resolution—the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by ~~mediation or by binding dispute resolution—mediation.~~

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. ~~The request may be made concurrently with the filing of a~~

complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Any dispute under this Agreement not resolved by mediation shall be litigated in the District Court of Johnson County, Kansas, or the closest Court of competent jurisdiction thereto.

...

[☒] Litigation in a court of competent jurisdiction

...

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, the Architect shall provide written notice to the Owner of non-payment and if payment is not received by the Architect within seven (7) business days thereafter, then such failure shall be considered as substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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§ 9.7 ~~In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:~~

~~(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)~~

~~1 — Termination Fee:~~

~~2 — Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

§ 9.7 [Intentionally Deleted]

...

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, ~~excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern~~ Section 8.3 construed and enforced in accordance with the laws of the State of Kansas.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for ~~Construction~~ Construction as amended by the Owner. If Owner amends AIA Document A201-2007, Owner will provide a copy of the amended document to the Architect.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, ~~except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.~~ other party.

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§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. ~~The~~ When appropriate and at the Owner's sole discretion. Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential unless withholding such information would violate the law (including but not limited to the Kansas Open Records Act), create the risk of significant harm to the public, or prevent the Owner or Architect from establishing a claim or defense in an adjudicatory proceeding, and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

2 ~~Percentage Basis~~
~~(Insert percentage value)~~

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

3 ~~Other~~
~~(Describe the method of compensation)~~

\$162,700

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, 4.1.1, the Owner shall compensate the Architect as follows:

Included in stipulated sum above

See Exhibit B for Hourly Rate Schedule

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus TBD percent (TBD %), or as follows:

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See Exhibit B for Hourly Rate Schedule

Schematic Design Phase	<u>Twenty</u>	percent (<u>20</u>	%)
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Construction Documents Phase	<u>Thirty Five</u>	percent (	<u>35</u>	%)
Procurement Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Total Basic Compensation	one hundred <u>One Hundred</u>	percent (100	%)

See Hourly Rate Schedule, Exhibit B

Employee or Category

Rate (\$0.00)

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~percent ()~~ of the expenses incurred ~~consultants~~. A budget for Reimbursable Expenses is included in the Stipulated Sum in Section 11.1.1.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

[Intentionally Deleted]

...

§ 11.10.1 Initial Payments [Intentionally Deleted]

§ 11.10.1.1 An initial payment of ~~(\$)~~ shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ~~(\$)~~ shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. ~~Amounts unpaid () invoice, provided the invoices for the Architect's services when submitted are found to be acceptable by the Owner. Within five (5) business days the Owner shall notify the Architect of any concerns with the Architect's invoice which may need to be corrected prior to the Owner making payment. Amounts unpaid thirty-one (31) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~

...

~~%—One and one-half percent (1.50%) (or the maximum allowable by law, whichever is lower) of the past due amount per month (18% annual interest rate) from the invoice date.~~

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution mediation or litigation proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times submitted to the Owner at the time of submitting all applicable invoices.

§ 11.10.5 In the event Owner becomes credibly informed that any representations of Architect provided in its monthly invoices are wholly or partially inaccurate, Owner may withhold payment of sums then or in the future otherwise due to Architect until the inaccuracy and the cause thereof, is corrected to the Owner's reasonable satisfaction. In the event Owner questions some element of an invoice, that fact shall be made known to the Architect within five (5) business days after receipt of the invoice by the Owner. Architect will help to effect resolution and transmit a revised invoice, if necessary. Amounts not questioned by the Owner shall be paid to the Architect in accordance with terms of this Agreement.

...

1 LICENSING REQUIREMENTS

The Architect must be authorized to do business in the State of Kansas. If the Architect is a corporation organized outside the State of Kansas it shall review its authorization with the State of Kansas and if necessary, file the required documentation with the State of Kansas in order to receive authorization to do business in the State of Kansas. The Architect, if organized outside the State of Kansas, must furnish evidence to the Owner of their authority to do business in the State of Kansas. Such evidence must be furnished to the Owner prior to any Contract award.

The Architect and all sub-contractors performing design and construction work on this project shall meet all licensing requirements of the City of Olathe for the work which they intend to perform.

2 AFFIRMATIVE ACTION / OTHER LAWS

During the performance of this Agreement, the Architect agrees that:

- a. Architect shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;
- b. in all solicitations or advertisements for employees, the Architect shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the commission;
- c. if the Architect fails to comply with the manner in which the Architect reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Architect shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City without penalty;
- d. if the Architect is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, the Architect shall 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. the Architect shall 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.

The provisions of this section shall not apply to a contract entered into by the City with Architect if:

- a. Architect employs fewer than four employees during the term of such contract; or
- b. Architect's contract with the City total \$10,000 or less in aggregate.

The Architect further agrees and acknowledges that it shall 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. 1201 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.

3 NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

4 INDEPENDENT CONTRACTOR

The Architect is an independent contractor and as such is not an agent or employee of the City.

5 COVENANT AGAINST CONTINGENT FEES

Architect warrants that he/she 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 he/she 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 warranty, City may terminate this Agreement without liability or may, in its discretion, deduct from the Contract Price or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

.6 COMPLIANCE WITH LAWS

Architect shall abide by all applicable federal, state and local laws, ordinances and regulations applicable to the Work or the Project at the time Services are rendered, including but not limited to The Kansas Fairness in Public Construction Contract Act, K.S.A. 16-1901 et seq. Architect shall secure all occupational and professional licenses and permits from public and private sources necessary for the fulfillment of his/her obligations under this Agreement.

.7 TITLES, SUBHEADS AND CAPITALIZATION

Title and subheadings as used herein are provided only as a matter of convenience and shall 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 shall have no legal bearing on the interpretation of such terms.

.8 SEVERABILITY CLAUSE

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

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.2 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

.2 [Intentionally Deleted]

(Insert the date of the E203-2013 incorporated into this agreement.)

...

☒ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A – City of Olathe, Kansas Insurance Requirements

Exhibit B – Hourly Billing Rate Schedule

Exhibit C – Letter Proposal from Finkle + Williams to City of Olathe date January 9, 2019

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OWNER (Signature)

ARCHITECT (Signature)

(Printed name and title)

OWNER

(Printed name, title, and license number, if required)

ARCHITECT

(Signature)

(Signature)

(Printed name)

(Printed name)

(Title)

(Title)

ATTEST

(City Clerk)

(Seal)

APPROVED AS TO FORM

(City Attorney / Deputy City Attorney / Assistant City Attorney)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:08:02 ET on 01/11/2019 under Order No. 1170691036 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B103™ – 2017, Standard Form of Agreement Between Owner and Architect for a Complex Project, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



Project Fact Sheet
Fire Training Center
PN 6-C-004-13
January 22, 2019

Project Manager: Beth Wright / Chad Foster

Description: This project is for the design and construction of the Fire Training Center.

Justification: Provide an appropriate facility that accommodates a broad range of all-hazards training opportunities and which can simulate a variety of conditions that are regularly faced by firefighters.

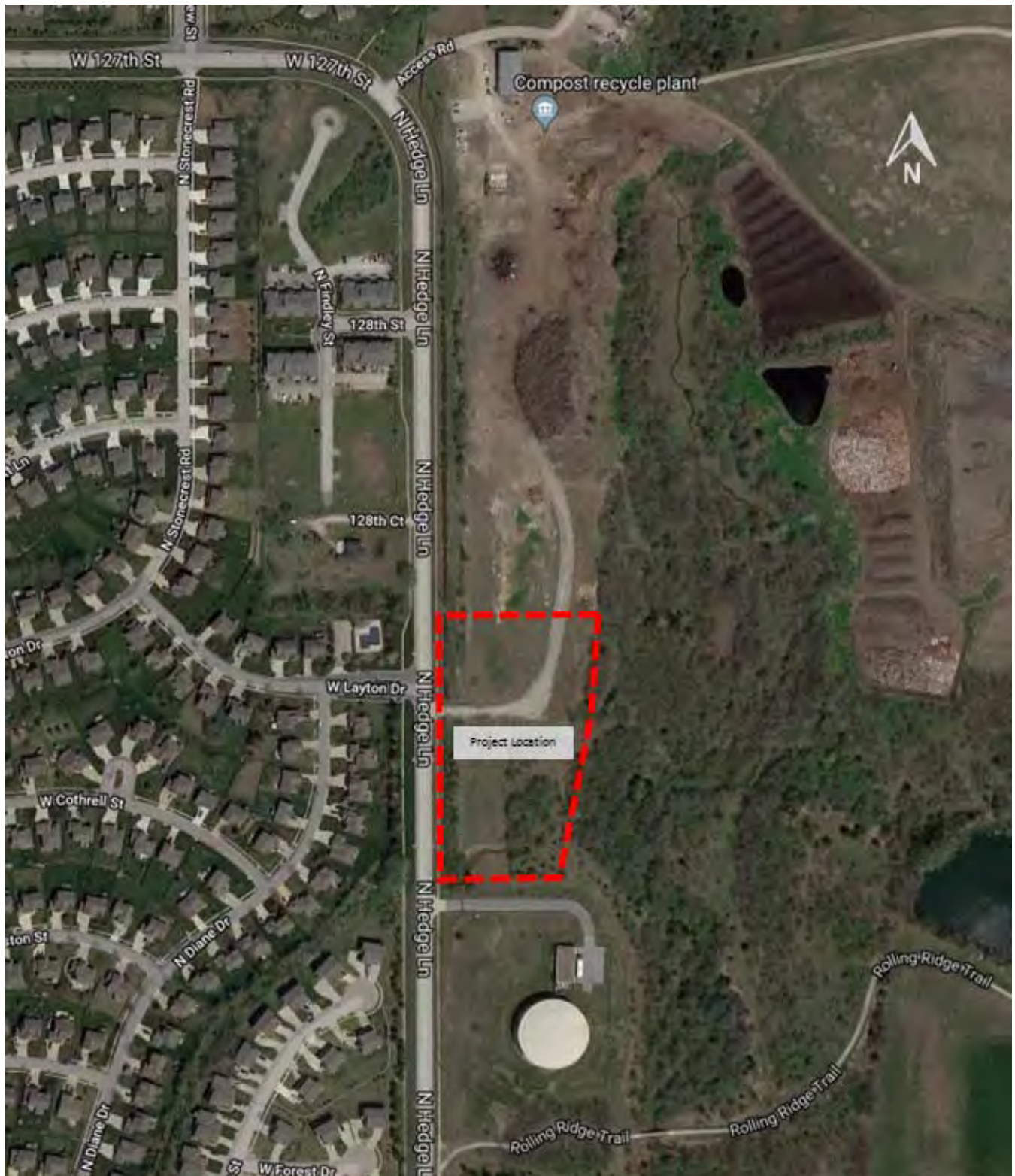
Schedule:	Item	Date
	Contract Award – Construction (Low Bid)	Est. Q3 2019
	Construction Completion	Est. Q1 2020

Council Actions:	Date	Amount
Report	12/4/2018	N/A
Authorization	12/18/2018	\$4,000,000
Design Contract	1/22/2019	\$162,700

Funding Sources:	Amount	CIP Year
CIP Funds	\$1,000,000	2013 & 2014
General Obligation Bonds	\$3,000,000	2019

Expenditures:	Budget	Amount to Date
Staff Costs	\$75,000	\$0
Planning and Design Services	\$150,000	\$0
Construction	\$2,650,000	\$0
Inspection/Testing	\$30,000	\$0
FF&E/IT/Miscellaneous & Contingency	\$1,095,000	\$0
Total	\$ 4,000,000	\$0

**PROJECT LOCATION MAP
FIRE TRAINING CENTER
PN 6-C-004-13**





City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/22/2019

DEPARTMENT: Resource Management

STAFF CONTACT: Dianna Wright/Mary Jaeger/Amy Tharnish

SUBJECT: Consideration of Ordinance 19-03 and Resolution No. 19-1011 authorizing the issuance, delivery, form and details of approximately \$3,400,000 principal amount of Stormwater Revenue Bonds, Series 2019.

ITEM DESCRIPTION:

Consideration of Ordinance 19-03 and Resolution No. 19-1011 authorizing the issuance, delivery, form and details of approximately \$3,400,000 principal amount of Stormwater Revenue Bonds, Series 2019

SUMMARY:

As approved by the City Council on December 4, 2018, bids will be received by the City on January 22, 2019, from prospective buyers of the Stormwater Revenue Bond Series 2019. Accordingly, the best bid rates will be provided at the City Council meeting.

In addition to the best bid approval required above, the City's bond counsel, Gilmore & Bell, has prepared Ordinance No. 19-03 authorizing the issuance of the bonds. They have also prepared Resolution No. 19-1011, prescribing the form and details of and authorizing the delivery of the Stormwater Revenue Bonds, Series 2019.

Draft copies of the above-mentioned ordinance and resolution are attached. The final versions of these documents will be presented at the City Council meeting once the bids have been received and the best bid has been determined.

The City has applied for a rating from S&P Global Ratings. Revenue bonds are rated separately from general obligation bonds, because the source of repayment for the bonds comes from Stormwater operations rather than the full faith and credit of the City. S&P assigned the City its AA rating with a stable outlook.

FINANCIAL IMPACT:

The amount of Stormwater Revenue Bonds, Series 2019 is approximately \$3,400,000. The total outstanding revenue bonds will be \$3,400,000 after the sale of Series 2019. Series 2019 has a 20-year term, with the last of the bonds maturing in 2038.

ACTION NEEDED:

Approval of Ordinance No. 19-03 and Resolution No. 19-1011 to prescribe the form and details of and authorize issuance and delivery of approximately \$3,400,000 principal amount of Stormwater Revenue Bonds, Series 2019.

ATTACHMENT(S):

MEETING DATE: 1/22/2019

Bond Ordinance and Resolution

REVENUE BASIC DOCUMENTS

- A. Excerpt of Minutes of Meeting approving sale, approving Ordinance/Bond Resolution
- B. Ordinance
- C. Summary Ordinance for Publication
- D. Bond Resolution

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF OLATHE, KANSAS
HELD ON JANUARY 22, 2019**

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

The Clerk reported that pursuant to the Notice of Bond Sale duly given, bids for the purchase of Stormwater System Revenue Bonds, Series 2019, dated February 20, 2019 (the "Series 2019 Bonds"), of the City had been received. A tabulation of said bids is set forth as **EXHIBIT A** hereto.

The governing body reviewed and considered the bids and it was found and determined that the bid of [____], [____], was the best bid for the Series 2019 Bonds, a copy of which is attached hereto as **EXHIBIT B**.

There was presented an Ordinance entitled:

**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF
STORMWATER SYSTEM REVENUE BONDS, SERIES 2019, OF THE CITY OF
OLATHE, KANSAS; MAKING CERTAIN COVENANTS AND AGREEMENTS
TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF AND
AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN
CONNECTION THEREWITH.**

Councilmember _____ moved that the Ordinance be passed. The motion was seconded by Councilmember _____. The Ordinance was duly read and considered, and upon being put, the motion for the passage of said Ordinance was carried by the vote of the governing body as follows:

Aye: _____.

Nay: _____.

The Mayor declared the Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. _____, was signed and approved by the Mayor and attested by the Clerk and the Ordinance or a summary thereof was directed to be published one time in the official newspaper of the City.

There was presented a Resolution entitled:

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF STORMWATER SYSTEM REVENUE BONDS, SERIES 2019, OF THE CITY OF OLATHE, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. [____] OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

Councilmember _____ moved that the Resolution be adopted. The motion was seconded by Councilmember _____. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the vote of the governing body as follows:

Aye: _____.

Nay: _____.

The Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. _____ and was signed by the Mayor and attested by the Clerk.

* * * * *

(Other Proceedings)

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On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Olathe, Kansas held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

EXHIBIT A
BID TABULATION

EXHIBIT B

BID OF PURCHASER

ORDINANCE NO. 19-03

OF

THE CITY OF OLATHE, KANSAS

PASSED

JANUARY 22, 2019

**STORMWATER SYSTEM REVENUE BONDS
SERIES 2019**

ORDINANCE NO. 19-03

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF STORMWATER SYSTEM REVENUE BONDS, SERIES 2019, OF THE CITY OF OLATHE, KANSAS; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of Olathe, Kansas (the “City”) is a city of the first class, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City is authorized under the provisions of the Act (as defined herein), to issue and sell revenue bonds for the purpose of paying all or part of the cost of the acquisition, construction, reconstruction, alteration, repair, improvement, extension or enlargement of the System (as defined herein), provided that the principal of and interest on such revenue bonds shall be payable solely from the Gross Revenues (as defined herein) derived by the City from the operation of the System; and

WHEREAS, the governing body of the City has pursuant to Resolution No. 18-1075 declared its intention under the Act to acquire, construct, reconstruct, alter, repair, improve, extend or enlarge the System (the “Project”) at an estimated cost of \$33,995,000 and to issue Stormwater System Revenue Bonds in an amount of not to exceed \$10,000,000; notice of such intention was published one time in the official newspaper of the City and no sufficient written protest thereto was filed with the Clerk within fifteen (15) days after said publication date all as set forth in the Act; and

WHEREAS, none of such revenue bonds so authorized have previously been issued, and the City proposes to issue \$[PRINCIPAL AMOUNT] of the revenue bonds so authorized to pay a portion of the costs of the Project; and

WHEREAS, the City has no bonds or other obligations outstanding payable from the Gross Revenues of the System; and

WHEREAS, the City hereby finds and determines that it is necessary to authorize the issuance of the City’s Stormwater System Revenue Bonds, Series 2019 in the principal amount of \$[PRINCIPAL AMOUNT] for the purposes set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF OLATHE, KANSAS, AS FOLLOWS:

Section 1. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms in this Ordinance shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“**Act**” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, and K.S.A. 10-1201 *et seq.*, all as amended and supplemented from time to time.

“Additional Bonds” means any bonds secured by the Gross Revenues hereafter issued pursuant to the Bond Resolution.

“Additional Obligations” means any leases or other obligations of the Issuer payable from the Gross Revenues, other than the Bonds.

“Bond Resolution” means the resolution to be adopted by the governing body of the City prescribing the terms and details of the Series 2019 Bonds and making covenants with respect thereto.

“Bonds” means the Series 2019 Bonds and any Additional Bonds.

“City” means the City of Olathe, Kansas.

“Clerk” means the duly appointed and acting Clerk of the City or, in the Clerk’s absence, the duly appointed Deputy, Assistant or Acting Clerk.

“Fiscal Year” means the twelve month period ending on December 31.

“Gross Revenues” means all charges, fees, income and revenues derived and collected by the City from the Stormwater Management Fee.

“Mayor” means the duly elected and acting Mayor or, in the Mayor’s absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the City.

“Ordinance” means this Ordinance authorizing the issuance of the Bonds.

“Parity Bonds” means the Outstanding Series 2019 Bonds, and any Additional Bonds hereafter issued pursuant to the Bond Resolution and standing on a parity and equality with the Series 2019 Bonds with respect to the lien on the Gross Revenues.

“Parity Obligations” means any Additional Obligations hereafter issued or incurred pursuant to the Bond Resolution and standing on a parity and equality with the Parity Bonds with respect to the lien on the Gross Revenues.

“Parity Resolution” means the Bond Resolution and the ordinances and/or resolutions under which any Additional Bonds which constitute Parity Bonds are hereafter issued.

“Project” means the acquisition, construction, reconstruction, alterations, repair, improvements, extensions or enlargements of the System described in the Preamble to this Ordinance or any Substitute Project.

“Revenue Fund” means the Stormwater System Revenue Fund referred to in the Bond Resolution.

“Series 2019 Bonds” means the Issuer’s Stormwater System Revenue Bonds, Series 2019, authorized by this Ordinance.

“State” means the State of Kansas.

“Stormwater Management Fee” means the Stormwater Management Fee collected pursuant to Section 3.70 of the Municipal Code of the City as amended from time to time and any rate, fee or charge that succeeds to the Stormwater Management Fee.

“Substitute Project” means a substitute or additional project of the System authorized in the manner set forth in the Bond Resolution.

“System” means the entire stormwater management system owned and operated by the City for the management of stormwater, prevention of flooding, and protection of water quality to serve the needs of the City and its inhabitants and others, including all appurtenances and facilities connected therewith or relating thereto, together with all extensions, improvements, additions and enlargements thereto hereafter made or acquired by the City.

“System Indebtedness” means collectively all Bonds and all Additional Obligations.

Section 2. Authorization of the Series 2019 Bonds. There shall be issued and are hereby authorized and directed to be issued the Stormwater System Revenue Bonds, Series 2019, of the City in the aggregate principal amount of \$[PRINCIPAL AMOUNT] for the purpose of providing funds to: (a) pay a portion of the costs of the Project; and (b) pay costs of issuance of the Series 2019 Bonds.

Section 3. Security for the Series 2019 Bonds. The Series 2019 Bonds shall be special obligations of the City payable solely from, and secured as to the payment of principal and interest by a pledge of, the Gross Revenues, and the City hereby pledges said Gross Revenues to the payment of the principal of and interest on the Series 2019 Bonds. The Series 2019 Bonds shall not be or constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction, and the taxing power of the City is not pledged to the payment of the Series 2019 Bonds, either as to principal or interest.

The covenants and agreements of the City contained herein and in the Series 2019 Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Series 2019 Bonds, all of which Series 2019 Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Series 2019 Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Ordinance. The Series 2019 Bonds shall stand on a parity and be equally and ratably secured with respect to the payment of principal and interest from the Gross Revenues with any Parity Bonds. The Series 2019 Bonds shall not have any priority with respect to the payment of principal or interest from said Gross Revenues or otherwise over the Parity Bonds; and the Parity Bonds shall not have any priority with respect to the payment of principal or interest from said Gross Revenues or otherwise over the Series 2019 Bonds.

Section 4. Terms, Details and Conditions of the Series 2019 Bonds. The Series 2019 Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Bond Resolution hereafter adopted by the governing body of the City.

Section 5. Rate Covenant. The City will fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the System, including all repairs, alterations, extensions, reconstructions, enlargements or improvements thereto hereafter constructed or acquired by the City, as will produce Gross Revenues sufficient to pay at least 120% of the Debt Service Requirements on the Bonds in each Fiscal Year, as and when the same become due as provided in the

Bond Resolution. The Bond Resolution may establish requirements in excess of the requirements set forth herein.

Section 6. Further Authority. The Mayor, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 7. Governing Law. This Ordinance and the Series 2019 Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 8. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City, approval by the Mayor, and publication of this Ordinance or a summary thereof in the official City newspaper.

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PASSED by the governing body of the City on January 22, 2019 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

Mayor

ATTEST:

Clerk

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(PUBLISHED IN *THE GARDNER NEWS* ON JANUARY __, 2019)

SUMMARY OF ORDINANCE NO. 19-03

On January 22, 2019, the governing body of the City of Olathe, Kansas passed an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF STORMWATER SYSTEM REVENUE BONDS, SERIES 2019, OF THE CITY OF OLATHE, KANSAS; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

The Series 2019 Bonds approved by the Ordinance are being issued in the principal amount of \$[PRINCIPAL AMOUNT] to finance certain improvements to the stormwater system of the City, and constitute special obligations of the City payable solely from, and secured as to the payment of principal and interest by a pledge of, the Gross Revenues derived by the City from the operation of the stormwater system. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 100 E. Santa Fe Street, Olathe, Kansas. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at <http://www.olatheks.org/government/city-clerk/public-notice>.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: January 22, 2019.

Ronald Shaver, City Attorney

RESOLUTION NO. 19-1011

OF

THE CITY OF OLATHE, KANSAS

ADOPTED

JANUARY 22, 2019

**\$(PRINCIPAL AMOUNT)
STORMWATER SYSTEM REVENUE BONDS
SERIES 2019**

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RESOLUTION NO. 19-1011

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF STORMWATER SYSTEM REVENUE BONDS, SERIES 2019, OF THE CITY OF OLATHE, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 19-03 OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the Issuer has passed the Ordinance authorizing the issuance of the Series 2019 Bonds; and

WHEREAS, the Ordinance authorized the governing body of the Issuer to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Series 2019 Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF OLATHE, KANSAS, AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Bond Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“Act” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, and K.S.A. 10-1201 *et seq.*, all as amended and supplemented from time to time.

“Additional Bonds” means any bonds secured by the Gross Revenues hereafter issued pursuant to *Article IX* hereof.

“Additional Obligations” means any leases or other obligations of the Issuer payable from the Gross Revenues, other than the Bonds.

“Authorized Denomination” means \$5,000 or any integral multiples thereof.

“Balloon Indebtedness” means Long-Term Indebtedness, 25% or more of the original principal amount of which becomes due (either by maturity or mandatory redemption) during any consecutive twelve-month period, if such principal amount becoming due is not required to be amortized below such percentage by mandatory redemption or prepayment prior to such twelve-month period.

“Beneficial Owner” of Bonds includes any Owner of Bonds and any other Person who, directly or indirectly has the investment power with respect to any such Bonds.

“Bond Counsel” means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

“Bond Insurer” means with respect to Additional Bonds, the entity set forth in the supplemental resolution authorizing such Additional Bonds.

“Bond Payment Date” means any date on which principal of or interest on any Bond is payable.

“Bond Register” means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

“Bond Registrar” means: (a) with respect to the Series 2019 Bonds, the State Treasurer, and its successors and assigns; and (b) with respect to Additional Bonds, the entity designated as Bond Registrar in the supplemental resolution authorizing such Additional Bonds.

“Bond Resolution” means this resolution relating to the Series 2019 Bonds and any supplemental resolution authorizing any Additional Bonds.

“Bonds” means the Series 2019 Bonds and any Additional Bonds.

“Business Day” means a day other than a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State and on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

“Cede & Co.” means Cede & Co., as nominee of DTC and any successor nominee of DTC.

“City” means the City of Olathe, Kansas.

“Clerk” means the duly appointed and/or elected Clerk or, in the Clerk’s absence, the duly appointed Deputy Clerk or Acting Clerk of the Issuer.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder by the United States Department of the Treasury.

“Common Debt Service Reserve Account” means the Common Debt Service Reserve Account, if any, established within the Debt Service Reserve Fund.

“Common Debt Service Reserve Requirement” means the amount, if any, set forth in a Parity Resolution pursuant to which (i) the Common Debt Service Reserve Account is established or (ii) a series Bonds is designated as Covered Bonds.

“Consultant” means the Consulting Engineer, the Independent Accountant or a municipal advisor selected by the Issuer for the purpose of carrying out the duties imposed on the Consultant by the Bond Resolution.

“Consulting Engineer” means an independent engineer or engineering firm or architect or architectural firm, having a favorable reputation for skill and experience in the construction, financing and

operation of public utilities, at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Consulting Engineer by the Bond Resolution.

“Costs of Issuance” means all costs of issuing any series of Bonds, including all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, all expenses incurred in connection with receiving financial ratings on any series of Bonds, and any premiums or expenses incurred in obtaining any credit enhancement.

“Costs of Issuance Account” means the Costs of Issuance Account for Stormwater System Revenue Bonds, Series 2019 created pursuant to **Section 501** hereof.

“Covered Bonds” means all series of Bonds with respect to which the Issuer has specified pursuant to **Section 507** hereof and the Parity Resolution authorizing such series of Bonds that such series of Bonds will be secured by the Common Debt Service Reserve Account in the Debt Service Reserve Fund.

“Dated Date” means February 20, 2019.

“Debt Service Account” means the Debt Service Account for Stormwater System Revenue Bonds, Series 2019 created by **Section 501** hereof.

“Debt Service Coverage Ratio” means, for any Fiscal Year: (a) with respect to the covenants contained in **Section 802** hereof, the ratio determined by dividing (i) a numerator equal to the Gross Revenues for such Fiscal Year by (ii) a denominator equal to the Debt Service Requirements on all System Indebtedness for such Fiscal Year; and (b) with respect to the covenants contained in **Article IX** hereof, the ratio determined by dividing (i) a numerator equal to the Net Revenues for such Fiscal Year by (ii) a denominator equal to the maximum annual Debt Service Requirements on all System Indebtedness; provided that with respect to Additional Bonds that are proposed to be Parity Bonds, Debt Service Requirements on Junior Lien Obligations and Subordinate Lien Bonds shall be disregarded; further provided that with respect to Additional Bonds that are proposed to be Junior Lien Obligations, Debt Service Requirements on Subordinate Lien Bonds shall be disregarded.

“Debt Service Requirements” means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on the System Indebtedness for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

“Debt Service Reserve Fund” means the Debt Service Reserve Fund for Stormwater System Parity Bonds created by **Section 501** hereof.

“Debt Service Reserve Requirement” means (a) with respect to the Series 2019 Bonds, \$0.00; and (b) with respect to any Parity Bonds, the amount, if any, set forth in the respective Parity Resolution.

“Defaulted Interest” means interest on any Bond which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations:

- (a) Cash; or
- (b) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or
- (c) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:
 - (1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;
 - (2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;
 - (3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;
 - (4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;
 - (5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and
 - (6) such obligations are rated in a rating category by an NSRO that is no lower than the rating category then assigned by that NRSRO to United States Government Obligations.

“Depreciation and Replacement Account” means the Stormwater System Depreciation and Replacement Account created by *Section 501* hereof.

“Derivative” means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

“Disclosure Undertaking” means the Issuer’s Continuing Disclosure Undertaking dated as of the date of the Bonds, as may be amended and supplemented, relating to certain obligations contained in the SEC Rule.

“Discount Indebtedness” means Long-Term Indebtedness that is originally sold at a price (excluding accrued interest, but without deduction of any underwriters’ discount) of less than 75% of the maturity amount including the amount of principal and interest to accrete at maturity of such Long-Term Indebtedness.

“DTC” means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

“Event of Default” means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Bonds shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise; or

(b) Payment of any installment of interest on any of the Bonds shall not be made when the same shall become due; or

(c) The Issuer shall for any reason be rendered incapable of fulfilling its obligations hereunder; or

(d) Any substantial part of the System shall be destroyed or damaged to the extent of impairing its efficient operation or adversely affecting its Gross Revenues and the Issuer shall not within a reasonable time commence the repair, replacement or reconstruction thereof and proceed thereafter to complete with reasonable dispatch the repair, replacement or reconstruction thereof; or

(e) Final judgment for the payment of money shall be rendered against the Issuer as a result of the ownership, control or operation of the System and any such judgment shall not be discharged within one hundred twenty (120) days from the entry thereof or an appeal shall not be taken therefrom or from the order, decree or process upon which or pursuant to which such judgment shall have been granted or entered, in such manner as to stay the execution of or levy under such judgment, order, decree or process or the enforcement thereof; or

(f) An order or decree shall be entered, with the consent or acquiescence of the Issuer, appointing a receiver or receivers of the System or any part thereof or of the revenues thereof, or if such order or decree, having been entered without the consent or acquiescence of the Issuer, shall not be vacated or discharged or stayed on appeal within sixty (60) days after the entry thereof; or

(g) Any proceeding shall be instituted, with the consent or acquiescence of the Issuer, for the purpose of effecting a composition between the Issuer and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are under any circumstances payable from the Net Revenues; or

(h) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Bond Resolution (other than the covenants relating to continuing disclosure contained herein and in the Disclosure Undertaking) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Bonds then Outstanding; or

(i) A monetary default shall have occurred on any System Indebtedness.

“Expenses” means all reasonable and necessary expenses of operation, maintenance and repair of the System and keeping the System in good repair and working order (other than interest paid on System Indebtedness and depreciation and amortization charges during the period of determination), determined in accordance with generally accepted accounting principles, including without limiting the generality of the foregoing, current maintenance charges, expenses of reasonable upkeep and repairs, salaries, wages, costs of materials and supplies, paying agent fees and expenses, annual audits, periodic Consultant’s reports, properly allocated share of charges for insurance, the cost of purchased gas and power, if any, for System operation, obligations (other than for borrowed money or for rents payable under capital leases) incurred in the ordinary course of business, liabilities incurred by endorsement for collection or deposit of

checks or drafts received in the ordinary course of business, short-term obligations incurred and payable within a particular Fiscal Year, other obligations or indebtedness incurred for the purpose of leasing (pursuant to a true or operating lease) equipment, fixtures, inventory or other personal property, and all other expenses incident to the operation of the System, **but shall exclude** all general administrative expenses of the City not related to the operation of the System, transfers into the Debt Service Reserve Fund and Depreciation and Replacement Account provided for in the Bond Resolution, and any capital expenditures related to the System.

“Federal Tax Certificate” means the Issuer’s Federal Tax Certificate dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

“Financeable Costs” means the amount of expenditure for a Project which has been duly authorized by action of the governing body of the Issuer to be financed by System Indebtedness, less: (a) the amount of any System Indebtedness of the Issuer which is currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

“Fiscal Year” means the twelve-month period ending on December 31.

“Funds and Accounts” means funds and accounts created pursuant to or referred to in *Section 501* hereof.

“Gross Revenues” means all charges, fees, income and revenues derived and collected by the City from the Stormwater Management Fee.

“Independent Accountant” means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by the Bond Resolution.

“Index Rate” means the rate of interest set forth in *The Bond Buyer* Revenue Bond Index (or, in the event that *The Bond Buyer* does not compile such index or ceases publication, another comparable publication recognized in the municipal bond market) published for the week immediately preceding the date of determination.

“Insurance Consultant” means an individual or firm selected by the Issuer qualified to survey risks and to recommend insurance coverage for entities engaged in operations similar to those of the System and having a favorable reputation for skill and experience in making such surveys and recommendations.

“Insured Bonds” means any Series of Bonds insured by a Bond Insurer.

“Interest Payment Date(s)” means: (a) with respect to the Series 2019 Bonds, the Stated Maturity of an installment of interest on the Series 2019 Bonds which shall be April 1 and October 1 of each year, commencing October 1, 2019; and (b) with respect to Additional Bonds, the Stated Maturity of an installment of interest on such Additional Bonds, as set forth in the supplemental resolution authorizing such Additional Bonds.

“Interim Indebtedness” means System Indebtedness having a term not less than one year, and not in excess of five years, incurred or assumed in anticipation of being refinanced or refunded with Long-Term Indebtedness.

“Issue Date” means the date when the Issuer delivers any series of Bonds to the Purchaser in exchange for the Purchase Price.

“Issuer” means the City and any successors or assigns.

“Junior Lien Obligations” means any Additional Bonds or Additional Obligations payable from, and secured by a lien on the Gross Revenues, which lien is junior to that of any Parity Bonds, but senior to that of the Subordinate Lien Bonds.

“Long-Term Indebtedness” means System Indebtedness having an original stated maturity or term greater than five years, or renewable or extendible at the option of the City for a period greater than one year from the date of original issuance or incurrence thereof.

“Maturity” when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

“Mayor” means the duly elected and acting Mayor, or in the Mayor’s absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

“Maximum Annual Debt Service” means the maximum amount of Debt Service Requirements as computed for the then current or any future Fiscal Year; provided that the Debt Service Requirements in the final Stated Maturity of any series of Parity Bonds shall be reduced by the value of cash and Permitted Investments on deposit in the Debt Service Reserve Fund, so long as the Debt Service Reserve Fund is maintained at the Debt Service Reserve Requirement.

“Moody’s” means Moody’s Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of an NRSRO, “Moody’s” shall be deemed to refer to any other NRSRO designated by the Issuer with notice to the Bond Insurer.

“Net Revenues” means, for the period of determination, (a) all Gross Revenues, plus all other charges, fees, income and revenues derived and collected by the City from the operation and ownership of the System, investment and rental income, net proceeds from business interruption insurance, and any amounts deposited in escrow in connection with the acquisition, construction, remodeling, renovation and equipping of facilities to be applied during the period of determination to pay debt service on System Indebtedness, but excluding any profits or losses on the early extinguishment of debt or on the sale or other disposition, not in the ordinary course of business, of investments or fixed or capital assets, and excluding any intergovernmental transfers or grants received by the City to be used to pay or reimburse the City for payment of the costs of any capital expenditures related to the System and (b) less all Expenses.

“Notice Address” means with respect to the following entities:

(a) To the Issuer at:

City Hall
100 E. Santa Fe Street
Olathe, Kansas 66061
Attn: City Clerk

(b) To the Paying Agent at:

Series 2019 Bonds:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235

Additional Bonds:

The address set forth in the supplemental resolution authorizing such Additional Bonds.

(c) To the Purchaser:

Series 2019 Bonds:

Additional Bonds:

The address set forth in the supplemental resolution authorizing such Additional Bonds.

or such other address as is furnished in writing to the other parties referenced herein.

“Notice Representative” means:

- (a) With respect to the Issuer, the Clerk.
- (b) With respect to the Bond Registrar and Paying Agent, the Director of Bond Services.
- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.
- (d) With respect to any NRSRO, any Vice President thereof.

“NRSRO” or **“National Recognized Statistical Rating Organization”** means a credit rating agency registered with the United States Securities and Exchange Commission or its successor pursuant to the Securities Exchange Act of 1934, as amended.

“Official Statement” means Issuer’s Official Statement relating to the Series 2019 Bonds.

“Ordinance” means Ordinance No. 19-03 of the Issuer authorizing the issuance of the Series 2019 Bonds, as amended from time to time.

“Outstanding” means, when used with reference to Bonds, as of a particular date of determination, all Bonds theretofore, authenticated and delivered, except the following Bonds:

(a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation pursuant to the Bond Resolution;

(b) Bonds deemed to be paid in accordance with the provisions of **Section 1101** of the Bond Resolution;

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered under the Bond Resolution; and

(d) Bonds, the principal or interest of which has been paid by the Bond Insurer.

“Owner” when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register. Whenever consent of the Owners is required pursuant to the terms of this Bond Resolution, and the Owner of the Bonds, as set forth on the Bond Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Bonds.

“Parity Bonds” means the Outstanding Series 2019 Bonds and any Additional Bonds hereafter issued pursuant to **Section 902** or **Section 905** of the Bond Resolution and standing on a parity and equality with the Series 2019 Bonds with respect to the lien on the Gross Revenues.

“Parity Obligations” means any Additional Obligations hereafter issued or incurred pursuant to **Section 902** or **Section 905** of this Bond Resolution and standing on a parity and equality with the Parity Bonds with respect to the lien on the Gross Revenues.

“Parity Resolution” means this Bond Resolution and the ordinances and/or resolutions under which any Additional Bonds which constitute Parity Bonds are hereafter issued.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Paying Agent” means: (a) with respect to the Series 2019 Bonds, the State Treasurer, and its successors and assigns; and (b) with respect to Additional Bonds, the entity designated as Paying Agent in the supplemental resolution authorizing such Additional Bonds.

“Permitted Investments” shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer’s temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody’s or Standard & Poor’s; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; (l) bonds of any municipality

of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f); or (m) other investment obligations authorized by the laws of the State, all as may be further restricted or modified by amendments to applicable State law.

“Person” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Project” shall mean the repairs, alterations, extensions, reconstructions, enlargements or improvements to the System referred to in the preamble to the Ordinance and any Substitute Project.

“Project Fund” means the Project Fund for Stormwater System Revenue Bonds, Series 2019, created by *Section 501* hereof.

“Purchase Price” means: (a) with respect to the Series 2019 Bonds, the principal amount of the Series 2019 Bonds plus accrued interest to the date of delivery[, plus a premium of \$_____] [, less an underwriting discount of \$_____] [, less an original issue discount of \$_____]; and (b) with respect to Additional Bonds, the amount set forth in the supplemental resolution authorizing such Additional Bonds.

“Purchaser” means: (a) with respect to the Series 2019 Bonds, [_____] [, _____], the original purchaser of the Series 2019 Bonds, and any successor and assigns; and (b) with respect to Additional Bonds, the original purchaser of such Additional Bonds, as set forth in the supplemental resolution authorizing such Additional Bonds.

“Put Indebtedness” means Long-Term Indebtedness which is (a) payable or required to be purchased or redeemed from the holder by or on behalf of the underlying obligor, at the option of the holder thereof, prior to its stated maturity date, or (b) payable or required to be purchased or redeemed from the holder by or on behalf of the underlying obligor, other than at the option of the holder, prior to its stated maturity date, other than pursuant to any mandatory sinking fund or other similar fund, or other than by reason of acceleration upon the occurrence of an Event of Default under this Bond Resolution.

“Rebate Fund” means the Rebate Fund for Stormwater System Revenue Bonds, Series 2019 created pursuant to *Section 501* hereof.

“Record Dates” for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

“Redemption Date” when used with respect to any Bond to be redeemed means the date fixed for the redemption of such Bond pursuant to the terms of this Bond Resolution.

“Redemption Price” when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of the Bond Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

“Replacement Bonds” means Bonds issued to the Beneficial Owners of the Bonds in accordance with *Section 212* hereof.

“Revenue Fund” means the Stormwater System Revenue Fund created by *Section 501* hereof.

“SEC Rule” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

“Securities Depository” means, initially, DTC, and its successors and assigns.

“Series 2019 Bonds” means the Issuer’s Stormwater System Revenue Bonds, Series 2019, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

“Series 2019 Term Bonds” means any Series 2019 Bond designated as a Term Bond in this Resolution.

“Series Debt Service Reserve Account” means one or more Series Debt Service Reserve Account, if any, established within the Debt Service Reserve Fund.

“Series Debt Service Reserve Requirement” means the amount, if any, set forth in a Parity Resolution pursuant to which a Series Debt Service Reserve Account is established.

“Short-Term Indebtedness” means System Indebtedness having an original maturity less than or equal to one year from the date of original incurrence thereof, and not renewable or extendible at the option of the City for a term greater than one year beyond the date of original issuance.

“Special Record Date” means the date fixed by the Paying Agent pursuant to *Section 207* hereof for the payment of Defaulted Interest.

“Standard & Poor’s” means S&P Global Ratings, a division of S&P Global Inc., New York, New York, a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Standard & Poor’s” shall be deemed to refer to any other NRSRO designated by the Issuer.

“State” means the state of Kansas.

“State Treasurer” means the duly elected Treasurer or, in the Treasurer’s absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

“Stated Maturity” when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Bond Resolution as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

“Stormwater Management Fee” means the Stormwater Management Fee collected pursuant to Section 3.70 of the Municipal Code of the City as amended from time to time and any rate, fee or charge that succeeds to the Stormwater Management Fee.

“Subordinate Lien Bonds” means any Additional Bonds or Additional Obligations payable from the Gross Revenues on a subordinate lien basis to any Parity Bonds and Junior Lien Obligations, and which may constitute general obligations of the Issuer.

“Substitute Project” means a substitute or additional project of the System authorized in the manner set forth in *Section 504* of this Bond Resolution.

“**System**” means the entire stormwater management system owned and operated by the City for the management of stormwater, prevention of flooding, and protection of water quality to serve the needs of the City and its inhabitants and others, including all appurtenances and facilities connected therewith or relating thereto, together with all extensions, improvements, additions and enlargements thereto hereafter made or acquired by the City.

“**System Indebtedness**” means collectively the Bonds and any Additional Obligations which are payable out of, or secured by an interest in, the Gross Revenues.

“**Term Bonds**” means any Bonds designated as Term Bonds in this Bond Resolution or in any supplemental resolution authorizing the issuance of Additional Bonds.

“**Treasurer**” means the duly appointed and/or elected Treasurer or, in the Treasurer’s absence, the duly appointed Deputy Treasurer or acting Treasurer of the City.

“**United States Government Obligations**” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations.

“**Variable Rate Indebtedness**” means any System Indebtedness which provides for interest to be payable thereon at a rate per annum that may vary from time to time over the term thereof in accordance with procedures provided in the instrument creating such System Indebtedness.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Series 2019 Bonds. The Series 2019 Bonds have been authorized and directed to be issued pursuant to the Ordinance in the principal amount of \$[PRINCIPAL AMOUNT], for the purpose of providing funds to: (a) pay a portion of the costs of the Project; and (b) pay Costs of Issuance.

Section 202. Description of the Series 2019 Bonds. The Series 2019 Bonds shall consist of fully registered bonds in Authorized Denominations and shall be numbered in such manner as the Bond Registrar shall determine. All of the Series 2019 Bonds shall be dated as of the Dated Date, shall become due in the amounts, on the Stated Maturities, and subject to redemption and payment prior to their Stated Maturities as provided in *Article III* hereof and shall bear interest at the rates per annum as follows:

SERIAL BONDS

Stated Maturity <u>October 1</u>	Principal <u>Amount</u>	Annual Rate <u>of Interest</u>	Stated Maturity <u>October 1</u>	Principal <u>Amount</u>	Annual Rate <u>of Interest</u>
2019	\$ _____	_____ %	2029	\$ _____	_____ %
2020	_____	_____	2030	_____	_____
2021	_____	_____	2031	_____	_____
2022	_____	_____	2032	_____	_____

2023	_____	_____	2033	_____	_____
2024	_____	_____	2034	_____	_____
2025	_____	_____	2035	_____	_____
2026	_____	_____	2036	_____	_____
2027	_____	_____	2037	_____	_____
2028	_____	_____	2038	_____	_____

[TERM BONDS]

Stated Maturity	Principal	Annual Rate
<u>October 1</u>	<u>Amount</u>	<u>of Interest</u>
20__	\$ _____	_____%]

The Series 2019 Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in **Section 208** hereof. The Series 2019 Bonds shall be issued as Book-Entry-Only Bonds and administered in accordance with the provisions of **Section 212** hereof.

Each of the Series 2019 Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as **Exhibit A** or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

Section 203. Designation of Paying Agent and Bond Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Series 2019 Bonds and Bond Registrar with respect to the registration, transfer and exchange of the Series 2019 Bonds. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Bond Registrar and Paying Agent for the Series 2019 Bonds.

The Issuer will at all times maintain a Paying Agent and Bond Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Bond Registrar by (a) filing with the Paying Agent or Bond Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Bond Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Bond Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Bond Registrar.

Every Paying Agent or Bond Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq.* and K.S.A. 10-620 *et seq.*, respectively.

Section 204. Method and Place of Payment of the Bonds. The principal of, or Redemption Price, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Owner or (b) in the case of an interest payment to any Owner of \$1,000,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the Issuer.

Section 205. Registration, Transfer and Exchange of Bonds. The Issuer covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Bond Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution. The Issuer shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Bond Resolution and the cost of printing a reasonable supply of

registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Code § 3406, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Bonds.

The Issuer and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Section 303** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 208** hereof.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Bond Registrar, the Bond Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Bond Registrar.

Section 206. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Paying Agent for authentication.

The Series 2019 Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as **Exhibit A** hereof, which shall be manually executed by an authorized officer or employee of the Bond Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Series

2019 Bond shall be entitled to any security or benefit under this Bond Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Bond Registrar. Such executed certificate of authentication upon any Series 2019 Bond shall be conclusive evidence that such Series 2019 Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Series 2019 Bond to the Purchaser upon instructions of the Issuer or its representative.

Section 207. Mutilated, Lost, Stolen or Destroyed Bonds. If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Issuer and the Bond Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Bond Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Bond Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the Issuer and the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer and shall be entitled to all the benefits of this Bond Resolution equally and ratably with all other Outstanding Bonds.

Section 208. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 209. Book-Entry Bonds; Securities Depository. Any series of Bonds may be issued as Book-Entry-Only Bonds. If so, such series of Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraph.

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, or (b) if the Bond

Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Bond Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 210. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 211. Calculation of Debt Service Requirements.

(a) *Debt Service Requirements on Balloon, Put, Short-Term and Interim Indebtedness.*

(1) The principal of Balloon Indebtedness, Put Indebtedness or Short-Term Indebtedness being treated as Long-Term Indebtedness under **Section 902** hereof, or Interim Indebtedness shall be deemed due and payable at its Stated Maturity; provided, however, that at the election of the Issuer for the purpose of any computation of Debt Service Requirements, whether historical or projected, the principal deemed payable on Balloon Indebtedness, Put Indebtedness or Short-Term Indebtedness being treated as Long-Term Indebtedness under **Section 902** hereof, or Interim Indebtedness, shall be deemed to be payable as set forth below:

(A) If the Issuer has obtained a binding commitment of a bank or other financial institution (whose senior debt obligations, or the senior debt obligations of the holding company of which such bank or financial institution is the principal subsidiary, are then rated in at least the third-highest category (without respect to modifier) by any NRSRO) to refinance such Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness, or a portion thereof, including without limitation, a letter of credit or a line of credit, the Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness, or portion thereof to be refinanced, may be deemed to be payable in accordance with the terms of the refinancing arrangement;

(B) If the Issuer has entered into a binding agreement providing for the deposit by the Issuer with a bank or other financial institution (whose senior debt obligations, or the senior debt obligations of the holding company of which such bank or financial institution is the principal subsidiary, are then rated in at least the third-highest category (without respect to modifier) by any NRSRO), in trust (herein called a "Special Redemption Fund") of amounts, less investment earnings realized and retained in the Special Redemption Fund, equal in aggregate to the principal amount of such Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness, or a portion thereof, when due from the sums so deposited and investment earnings realized thereon, then the principal amount of the Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness, or portion thereof, may be deemed to be payable in accordance with the terms of such agreement;

(C) If the Issuer has entered into arrangements or agreements with respect to the principal amount of such Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness, other than those referred to in subsections (A) and (B) above, which a Consultant in a certificate filed with the Issuer determines, taking into account the interests of the Owners of System Indebtedness, provides adequate assurances that the Issuer will be able to meet the Debt Service Requirements due on such Indebtedness, the Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness may be deemed to be payable in accordance with the terms of such arrangement or agreement; or

(D) Such Balloon Indebtedness, Put Indebtedness or Short-Term Indebtedness may be deemed to be System Indebtedness which, at the date of its original incurrence, was payable over a term not to exceed twenty (20) years in equal annual installments of principal and interest at the Index Rate.

A Consultant shall deliver to the Issuer a certificate stating that it is reasonable to assume that installment obligations of such term of the Issuer can be incurred and stating the interest rate then applicable to installment obligations of such term of comparable quality. Interim Indebtedness may be deemed to be Indebtedness which, at the date of its original incurrence,

would meet the conditions specified in the statement of the Consultant as required in **Section 902**; provided that the Consultant shall for each annual period that the Debt Service Requirement is computed, provide a supplemental statement that at such period, the certifications contained in the statement are reasonable.

(2) Interest that is payable prior to the Stated Maturity of any Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness shall be taken into account for such appropriate period in computation of Debt Service Requirements. Interest payable at maturity or early redemption on Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness may either be amortized over the anticipated maturity or such longer period as is permitted under **Section 902** or **Section 214(a)(1)(D)** or may be treated as principal payable on the principal maturity date of such Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness.

(3) In measuring compliance with the applicable tests hereunder in connection with incurring Put Indebtedness and generally for purposes of determining the Debt Service Requirements relating thereto, Put Indebtedness shall be deemed to mature based upon the actual amortization requirements for the Put Indebtedness, only to the extent that the Issuer has a commitment to refinance such Put Indebtedness.

(b) ***Debt Service Requirements on Discount Indebtedness.*** At the election of the Issuer for the purpose of any computation of Debt Service Requirements, whether historical or projected, the principal and interest deemed payable on Discount Indebtedness shall be deemed to be payable as set forth below:

(1) If the Issuer has obtained a binding commitment of a bank or other financial institution (whose senior debt obligations, or the senior debt obligations of the holding company of which such bank or financial institution is the principal subsidiary, are then rated in at least the third-highest category (without respect to modifier) by any NRSRO) to refinance such Discount Indebtedness, or a portion thereof, including without limitation, a letter of credit or a line of credit, the Discount Indebtedness, or portion thereof to be refinanced, may be deemed to be payable in accordance with the terms of the refinancing arrangement;

(2) If the Issuer has entered into a binding agreement providing for the deposit with a bank or other financial institution (whose senior debt obligations, or the senior debt obligations of the holding company of which such bank or financial institution is the principal subsidiary, are then rated in at least the third-highest category (without respect to modifier) by any NRSRO), in trust (herein called a "Special Redemption Fund") of amounts, less investment earnings realized and retained in the Special Redemption Fund, equal in aggregate to the principal amount of such Discount Indebtedness, or a portion thereof, and providing for the payment of such principal amount when due from the sums so deposited, and investment earnings realized thereon, then the Discount Indebtedness, or portion thereof, may be deemed to be payable in accordance with the terms of such agreement;

(3) If the Issuer has entered into arrangements or agreements with respect to the principal amount of such Discount Indebtedness, other than those referred to in subsections (1) and (2) above, which a Consultant in a certificate filed with the Issuer determines, taking into account the interests of the holders of System Indebtedness, provides adequate assurances that the Issuer will be able to meet the Debt Service Requirements due on such Indebtedness, the Discount Indebtedness may be deemed to be payable in accordance with the terms of such arrangement or agreement; or

(4) As of any time the maturity amount represented by Discount Indebtedness shall be deemed to be the accreted value of such Indebtedness computed on the basis of a constant yield to maturity.

(c) ***Debt Service Requirements on Variable Rate Indebtedness.*** When calculating interest requirements on Variable Rate Indebtedness which bears a variable rate of interest for periods as to which the rate of interest has not been determined, the rate of interest on Outstanding Variable Rate Indebtedness shall be the average annual rate of interest which was payable on such Variable Rate Indebtedness during the twelve (12) months immediately preceding the date as of which the calculation is made; and the rate of interest on Variable Rate Indebtedness to be incurred (or incurred less than twelve (12) months preceding such date) shall be the average annual rate of interest which would have been payable on such Variable Rate Indebtedness had it been outstanding for a period of twelve (12) months immediately preceding the date as of which the calculation is made, as evidenced in a certificate of a Consultant, delivered to the Issuer.

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement dated January 15, 2019, is hereby ratified and approved.

The final Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor or chief financial officer are hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the SEC Rule and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 213. Sale of the Series 2019 Bonds. The sale of the Series 2019 Bonds to the Purchaser is hereby ratified and confirmed. The Mayor and Clerk are hereby authorized to execute the official bid form submitted by the Purchaser. Delivery of the Series 2019 Bonds shall be made to the Purchaser as soon as practicable after the adoption of this Bond Resolution, upon payment of the Purchase Price.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer. The Bonds shall be subject to redemption and payment prior to their Stated Maturity, as follows:

(a) ***Optional Redemption.***

(1) *Series 2019 Bonds.* At the option of the Issuer, Series 2019 Bonds maturing on October 1, in the years 2027 and thereafter will be subject to redemption and payment prior to

their Stated Maturity on October 1, 2026, and thereafter as a whole or in part (selection of maturities and the amount of Series 2019 Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

(2) *Additional Bonds.* Additional Bonds are subject to redemption and payment prior to Stated Maturity in accordance with the provisions of the supplemental resolution authorizing the issuance of such Additional Bonds.

(b) ***Mandatory Redemption.***

(1) *General.* The Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the Issuer may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the Issuer under this Section for any Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection. Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the Issuer to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity as designated by the Issuer, and the principal amount of Term Bonds to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the Issuer intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the Issuer will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption payment.

(2) *The Series 2019 Term Bonds.* **[There are **no** Series 2019 Term Bonds.]****[The Issuer shall from the payments specified in **Section 602(b)** hereof which are to be deposited into the Debt Service Account redeem on October 1 in each year, the following principal amounts of Series 2019 Term Bonds:

<u>Principal Amount</u>	<u>Year</u>
\$ _____	20____
_____	*20____

*Final Maturity]**

(*[3]**[]*) *Additional Bonds.* Additional Bonds designated as Term Bonds shall be subject to mandatory redemption in accordance with the provisions of the supplemental resolution authorizing such Additional Bonds.

Section 302. Selection of Bonds to be Redeemed. Bonds shall be redeemed only in an Authorized Denomination. When less than all of the Bonds are to be redeemed and paid prior to their Stated Maturity, such Bonds shall be redeemed in such manner as the Issuer shall determine. Bonds of less than a full Stated Maturity shall be selected by the Bond Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Bond Registrar may determine.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption a minimum Authorized Denomination of face value shall be treated as though it were a separate Bond of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Bond to the Bond Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Term Bonds hereunder, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Issuer and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.

Unless waived by any Owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the State Treasurer. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the Owners of said Bonds. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;

(d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of any series of Bonds, the Bond Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Bond Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Bond Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Bonds being redeemed; (2) the date of issue of the Bonds as originally issued; (3) the rate of interest borne by each Bond being redeemed; (4) the maturity date of each Bond being redeemed; and (5) any other descriptive information needed to identify accurately the Bonds being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Bond Registrar, to all registered securities depositories then in the business of holding substantial

amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for the Bonds. The Bonds shall be special obligations of the Issuer payable solely from, and secured as to the payment of principal and interest by a pledge of, the Gross Revenues, and the Issuer hereby pledges said Gross Revenues to the payment of the principal of and interest on the Bonds. The Bonds shall not be or constitute a general obligation of the Issuer, nor shall they constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter provision, limitation or restriction, and the taxing power of the Issuer is not pledged to the payment of the Bonds, either as to principal or interest.

The covenants and agreements of the Issuer contained herein and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Bond Resolution. The Bonds shall stand on a parity and be equally and ratably secured with respect to the payment of principal and interest from the Gross Revenues and in all other respects with any Parity Bonds and Parity Obligations. The Bonds shall not have any priority with respect to the payment of principal or interest from said income and revenues or otherwise over the Parity Bonds and Parity Obligations and the Parity Bonds and Parity Obligations shall not have any priority with respect to the payment of principal or interest from said income and revenues or otherwise over the Bonds.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Series 2019 Bonds, there shall be created within the Treasury of the Issuer the following Funds and Accounts:

- (a) Project Fund for Stormwater System Revenue Bonds, Series 2019.
- (b) Stormwater System Revenue Fund.

- (c) Debt Service Account for Stormwater System Revenue Bonds, Series 2019.
- (d) Debt Service Reserve Fund.
- (e) Stormwater System Depreciation and Replacement Account.
- (f) Costs of Issuance Account for Stormwater System Revenue Bonds, Series 2019.
- (g) Stormwater System Operation and Maintenance Account.
- (h) Rebate Fund for Stormwater System Revenue Bonds, Series 2019.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Bond Resolution so long as the Series 2019 Bonds are Outstanding.

Section 502. Deposit of Series 2019 Bond Proceeds. The net proceeds received from the sale of the Series 2019 Bonds shall be deposited simultaneously with the delivery of the Series 2019 Bonds as follows:

- (a) All accrued interest received from the sale of the Series 2019 Bonds shall be deposited in the Debt Service Account.
- (b) \$[] shall be deposited in the Costs of Issuance Account.
- (c) The remaining balance of the proceeds derived from the sale of the Series 2019 Bonds in the amount of \$[] shall be deposited in the Project Fund.

Section 503. Application of Moneys in the Project Fund. Moneys in the Project Fund shall be used for the sole purpose of: (a) paying the costs of the Project, in accordance with the plans and specifications therefor prepared by the Issuer, approved by the governing body of the Issuer and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Issuer and approved by the governing body of the Issuer; and (b) transferring any amounts to the Rebate Fund required by *Section 505* hereof.

Upon completion of the Project, any surplus remaining in the Project Fund shall be deposited in the Debt Service Account.

Section 504. Substitute Project; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other System improvements to be financed with proceeds of the Series 2019 Bonds provided the following conditions are met: (1) the Substitute Project and the issuance of Bonds to pay the cost of the Substitute Project has been duly authorized by the governing body of the Issuer in accordance with the laws of the State; (2) a resolution or ordinance authorizing the use of the proceeds of the Series 2019 Bonds to pay the Financeable Costs of the Substitute Project has been duly adopted by the governing body of the Issuer pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution or ordinance to the transcript of proceedings for the Series 2019 Bonds to include the Substitute Project; and (4) the use of the proceeds of the Series 2019 Bonds to pay the Financeable Cost of the Substitute Project will not adversely affect the tax-exempt status of the Series 2019 Bonds under State or federal law.

(b) The Issuer may reallocate expenditure of Series 2019 Bond proceeds among all Projects financed by the Series 2019 Bonds; provided the following conditions are met: (1) the reallocation is approved by the governing body of the Issuer; (2) the reallocation shall not cause the proceeds of the Series 2019 Bonds allocated to any Project to exceed the Financeable Costs of the Project; and (3) the reallocation will not adversely affect the tax-exempt status of the Series 2019 Bonds under State or federal law.

Section 505. Application of Moneys in the Rebate Fund.

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Federal Tax Certificate. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to satisfy the Rebate Amount (as defined in the Federal Tax Certificate), for payment to the United States of America, and neither the Issuer nor the Owner of any Series 2019 Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and the Federal Tax Certificate.

(b) The Issuer shall periodically determine the rebatable arbitrage, if any, under Code § 148(f) in accordance with the Federal Tax Certificate, and the Issuer shall make payments to the United States of America at the times and in the amounts determined under the Federal Tax Certificate. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Series 2019 Bonds and payment and satisfaction of any Rebate Amount, or provision made therefor, shall be deposited into the Revenue Fund.

(c) Notwithstanding any other provision of this Bond Resolution, including in particular *Article XI* hereof, the obligation to pay rebatable arbitrage to the United States of America and to comply with all other requirements of this Section and the Federal Tax Certificate shall survive the defeasance or payment in full of the Series 2019 Bonds.

Section 506. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 30 days prior to the first Stated Maturity of principal or one year after the date of issuance of the Series 2019 Bonds, shall be transferred to the Project Fund until completion of the Project and thereafter to the Debt Service Account.

Section 507. Application of Moneys in the Debt Service Reserve Fund.

(a) Any series of Parity Bonds may be, but is not required to be, secured by the Debt Service Reserve Fund or an account thereof. The City may, in the future pursuant to the terms of a Parity Resolution, establish a Common Debt Service Reserve Account within the Debt Service Reserve Fund which shall be funded to secure the Covered Bonds in an amount equal to the Common Debt Service Reserve Requirement. If the City determines that a series of Parity Bonds will not be secured by the Common Debt Service Reserve Account, the City may, in the future pursuant to the terms of a Parity Resolution, establish a Series Debt Service Reserve Account within the Debt Service Reserve Fund and establish a related Series Debt Service Reserve Requirement. The Series Debt Service Reserve Account may be established for the benefit of one or more series of Parity Bonds as set forth in the Parity Resolution. Amounts held in an account of the Debt Service Reserve Fund shall be applied only to prevent deficiencies in the payments of principal of and interest on the related series of Bonds which have a claim on such account. All amounts paid and credited to any account within the Debt Service Reserve Fund shall be expended and used by the Issuer solely to prevent any default in the payment of interest on or principal of the applicable series of Parity Bonds on any Maturity date or Interest Payment Date if the

moneys in the respective debt service accounts are insufficient to pay the Debt Service Requirements of said Parity Bonds as they become due.

(b) So long as each account established within the Debt Service Reserve Fund aggregates the applicable Debt Service Reserve Requirement, no further payments into said account shall be required, but if the Issuer is ever required to expend and use a part of the moneys in said account and such expenditure reduces the amount of the applicable account within the Debt Service Reserve Fund below the applicable Debt Service Reserve Requirement, or if the valuation of any account within the Debt Service Reserve Fund as provided in **Section 701(b)** establishes that the value of such account is less than 90% of the amount of the applicable Debt Service Reserve Requirement, the Issuer shall transfer all available Gross Revenues after providing for the transfers set forth in **Section 602(a) and (b)** into the applicable account within the Debt Service Reserve Fund until such account shall again aggregate the applicable Debt Service Reserve Requirement.

(c) Moneys in accounts within the Debt Service Reserve Fund may be used to call the applicable series of Parity Bonds for redemption and payment prior to their Stated Maturity or may be used to pay and retire the applicable series of Parity Bonds and interest thereon; provided that after such redemption or payment there shall remain in the applicable account within Debt Service Reserve Fund an amount equal to the applicable Debt Service Reserve Requirement.

(d) Any amounts in any account within the Debt Service Reserve Fund in excess of the applicable Debt Service Reserve Requirement on any valuation date shall be transferred to the Debt Service Account and used to pay the principal of and interest on the series of Parity Bonds to which such account is related.

ARTICLE VI

COLLECTION AND APPLICATION OF REVENUES

Section 601. Revenue Fund. The Issuer covenants and agrees that from and after the delivery of the Series 2019 Bonds and continuing as long as any of the Bonds remain Outstanding hereunder, all of the Gross Revenues shall as and when received be paid and deposited into the Revenue Fund. Said Gross Revenues shall be segregated and kept separate and apart from all other moneys, revenues, Funds and Accounts of the Issuer and shall not be commingled with any other moneys, revenues, Funds and Accounts of the Issuer. The Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in this Bond Resolution, except as may be modified by the provisions of the Parity Resolution.

Section 602. Application of Moneys in Funds and Accounts. The Issuer covenants and agrees that from and after the delivery of the Series 2019 Bonds and continuing so long as any of the Bonds shall remain Outstanding, it will on the first day of each month administer and allocate all of the moneys then held in the Revenue Fund as set forth below.

The following transfers shall be made on a parity of lien basis with the transfers and requirements of the Parity Resolutions.

(a) **Debt Service Account.** There shall first be paid and credited monthly to the Debt Service Account, to the extent necessary to meet on each Bond Payment Date, the payment of all interest on and principal of the Series 2019 Bonds, the following sums:

(1) Beginning with the first of said monthly deposits and continuing on the first day of each month thereafter, an equal pro rata portion of the amount of interest becoming due on the Series 2019 Bonds on October 1, 2019; and thereafter, beginning on October 1, 2019, and continuing on the first day of each month thereafter so long as any of the Series 2019 Bonds remain Outstanding an amount not less than 1/6 equal pro rata portion of the amount of interest that will become due on the Series 2019 Bonds on the next succeeding Interest Payment Date; and

(2) Beginning with the first of said monthly deposits and continuing on the first day of each month thereafter, so long as any of the Series 2019 Bonds remain Outstanding, an amount not less than 1/12 equal pro rata portion of the amount of principal that will become due on the Series 2019 Bonds on the next succeeding Maturity date.

The amounts required to be paid and credited to the Debt Service Account pursuant to this Section shall be made at the same time and on a parity with the amounts at the time required to be paid and credited to the debt service accounts established for the payment of the Debt Service Requirements on Parity Bonds and Parity Obligations under the provisions of the Parity Resolution(s).

Any amounts deposited in the Debt Service Account in accordance with **Section 502(a)** hereof shall be credited against the Issuer's payment obligations as set forth in subsection (a)(1) of this Section.

All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the Debt Service Requirements of the Series 2019 Bonds as and when the same become due at Maturity and on each Interest Payment Date.

If at any time the moneys in the Revenue Fund are insufficient to make in full the payments and credits at the time required to be made to the Debt Service Account and to the debt service accounts established to pay the principal of and interest on any Parity Bonds or Parity Obligations, the available moneys in the Revenue Fund shall be divided among such debt service accounts in proportion to the respective principal amounts of said series of Bonds at the time Outstanding which are payable from the moneys in said debt service accounts.

(b) **Operation and Maintenance.** There shall next be paid and credited from month to month as a charge against the Revenue Fund, the Expenses as the same become due and payable.

(c) **Debt Service Reserve Fund.** There shall next be paid and credited monthly to the Debt Service Reserve Fund, an amount sufficient to fund the applicable accounts within the Debt Service Reserve Fund to their Debt Service Reserve Requirement, as set forth in **Section 507(b)**.

(d) **Debt Service Accounts – Junior Lien Obligations.** There shall next be paid and credited monthly to the debt service account(s) for any Junior Lien Obligations, to the extent necessary to meet on each Bond Payment Date an amount equal to the payment of all interest on and principal of any Junior Lien Obligations. The amounts required to be paid and credited to the debt service account(s) for any Junior Lien Obligations shall be made at the same time and on a parity with the amounts at the time required to be paid and credited to other debt service accounts established for the payment of the Debt Service Requirements on any Junior Lien Obligations.

(e) **Debt Service Accounts – Subordinate Lien Bonds.** There shall next be paid and credited monthly to the debt service account(s) for any Subordinate Lien Bonds, to the extent necessary to meet on each Bond Payment Date an amount equal to the payment of all interest on and principal of any Subordinate Lien Bonds. The amounts required to be paid and credited to the debt service account(s) for any Subordinate Lien Bonds shall be made at the same time and on a parity with the amounts at the time

required to be paid and credited to other debt service accounts established for the payment of the Debt Service Requirements on any Subordinate Lien Bonds.

(f) ***Depreciation and Replacement Account.*** After all payments and credits required at the time to be made under the provisions of the preceding subsections have been made, there shall next be paid and credited to the Depreciation and Replacement Account an amount determined by the governing body of the City. Except as hereinafter provided, moneys in the Depreciation and Replacement Account shall be expended and used by the Issuer, if no other funds are available therefor, solely for the purpose of making emergency replacements and repairs in and to the System as may be necessary to keep the System in good repair and working order and to assure the continued effective and efficient operation thereof.

(g) ***Surplus Moneys.*** After all payments and credits required at the time to be made under the provisions of the preceding subsections have been made, all moneys remaining in the Revenue Fund may be expended and used for the following purposes as determined by the governing body of the Issuer:

(1) Paying the cost of the operation, maintenance and repair of the System to the extent that may be necessary after the application of the moneys held in the Operation and Maintenance Account under the provisions of paragraph (a) of this Section;

(2) Paying the cost of extending, enlarging or improving the System;

(3) Preventing default in, anticipating payments into or increasing the amounts in the Debt Service Account, any debt service account for Parity Bonds or Parity Obligations, the Debt Service Reserve Fund or the Depreciation and Replacement Account referred to in this Section, or any one of them, or establishing or increasing the amount of any debt service account or debt service reserve account created by the Issuer for the payment of any Parity Bonds or Parity Obligations;

(4) Calling, redeeming and paying prior to Stated Maturity, or, at the option of the Issuer, purchasing in the open market at the best price obtainable not exceeding the redemption price (if any bonds are callable), any Bonds, including principal, interest and redemption premium, if any; or

(5) Any other lawful purpose in connection with the operation of the System and benefiting the System.

(6) To make transfers to the Revenue Fund.

(7) To make lawful transfers to any fund of the Issuer.

So long as any of the Bonds remain Outstanding, no moneys derived from the operation of the System shall be diverted to any other purpose.

(h) ***Deficiency of Payments into Funds and Accounts.*** If at any time the Gross Revenues are insufficient to make any payment on the date or dates hereinbefore specified, the Issuer will make good the amount of such deficiency by making additional payments or credits out of the first available Gross Revenues, such payments and credits being made and applied in the order specified in this Section.

Section 603. Transfer of Funds to Paying Agent. The Treasurer of the Issuer is hereby authorized and directed to withdraw from the Debt Service Account, and, to the extent necessary to prevent a default in the payment of either principal or interest on the Bonds, from the Debt Service

Reserve Fund and the Depreciation and Replacement Account as provided in **Section 602** hereof, sums sufficient to pay the principal of and interest on the Bonds as and when the same become due on any Bond Payment Date, and to forward such sums to the Paying Agent in a manner which ensures the Paying Agent will have available funds in such amounts on or before the Business Day immediately preceding each Bond Payment Date. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution.

Section 604. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

ARTICLE VII

DEPOSIT AND INVESTMENT OF MONEYS

Section 701. Deposits and Investment of Moneys.

(a) Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States : (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositaries shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

(b) Moneys held in any Fund or Account may be invested in accordance with this Bond Resolution and the Federal Tax Certificate, in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account. All earnings on investments held in the Debt Service Reserve Fund shall accrue to and become a part of the Debt Service Reserve Fund until the amount on deposit in the Debt Service Reserve Fund shall aggregate the Debt Service Reserve Requirement; thereafter, all such earnings shall be credited to the Debt Service Account and any debt service account for Parity Bonds or Parity Obligations on a pro rata basis. All earnings on investments held in the Depreciation and Replacement Account shall accrue to and become a part of the Depreciation and Replacement Account or the Revenue Fund, as directed by the governing body of the City.

In determining the amount held in any Fund or Account under any of the provisions of this Bond Resolution, Permitted Investments shall be valued at the lower of the cost or the market value thereof. Such valuation shall be made as of the final Stated Maturity of principal of any Fiscal Year that the Bonds remain Outstanding and may be made in conjunction with redemption of any Bonds. If and when the amount held in any Fund or Account shall be in excess of the amount required by the provisions of this Bond Resolution, the Issuer shall direct that such excess be paid and credited to the Revenue Fund.

(c) So long as any of the Parity Bonds remain Outstanding, any investments made pursuant to this Section shall be subject to any restrictions in the Parity Resolution with respect to the Funds and Accounts created by and referred to in the Parity Resolution.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

The Issuer covenants and agrees with each of the Owners of any of the Bonds that so long as any of the Bonds remain Outstanding and unpaid it will comply with each of the following covenants:

Section 801. Efficient and Economical Operation. The Issuer will continuously own and will operate the System as a revenue producing facility in an efficient and economical manner and will keep and maintain the same in good repair and working order.

Section 802. Rate Covenant.

(a) The Issuer, in accordance with and subject to applicable legal requirements, will fix, establish, maintain and collect such rates and charges for the use and services furnished by or through the System as will produce Gross Revenues sufficient to (1) enable the Issuer to have in each Fiscal Year, a Debt Service Coverage Ratio of not less than **1.20** on all Parity Bonds and Parity Obligations at the time Outstanding; (2) pay the Expenses; (3) enable the Issuer to have in each Fiscal Year, a Debt Service Coverage Ratio of not less than **1.00** on any Junior Lien Obligations and Subordinate Lien Bonds at the time Outstanding; and (4) provide reasonable and adequate reserves for the payment of the Bonds and the interest thereon and for the protection and benefit of the System as provided in this Bond Resolution. To the extent the Issuer has made or will make interfund transfers to the Revenue Fund or has made or will make transfers from other Issuer funds and accounts directly to the Paying Agent, or there are other credits to the revenue of the System, for the purpose of paying all or a portion of the Debt Service Requirement on any Subordinate Lien Bonds that constitute general obligations of the Issuer, such transfers shall constitute Gross Revenues for purposes of this *Section 802(a)*.

(b) The Issuer will require the prompt payment of accounts for service rendered by or through the System and will promptly take whatever action is legally permissible to enforce and collect delinquent charges. The Issuer will, from time to time as often as necessary, in accordance with and subject to applicable legal requirements, revise the rates and charges aforesaid in such manner as may be necessary or proper so that the Gross Revenues and other available funds will be sufficient to cover the obligations under this Section and otherwise under the provisions of this Bond Resolution.

Section 803. Reasonable Charges for all Services. None of the facilities or services provided by the System will be furnished to any user (excepting the Issuer itself) without a reasonable charge being made therefor. If the Gross Revenues derived from the System are at any time insufficient to pay the reasonable Expenses and also to pay the Debt Service Requirements of the Bonds and Additional Obligations as and when the same become due, then the Issuer will thereafter pay into the Revenue Fund a fair and reasonable payment in accordance with effective applicable rates and charges for all services or other facilities furnished to the Issuer or any of its departments by the System, and such payments will continue so long as the same may be necessary in order to prevent or reduce the amount of any default in the payment of the Debt Service Requirements of the Bonds and Additional Obligations.

Section 804. Restrictions on Mortgage or Sale of System. The Issuer will not mortgage, pledge or otherwise encumber the System or any part thereof, nor will it sell, lease or otherwise dispose of the System or any material part thereof; provided, however, the Issuer may:

(a) sell at fair market value any portion of the System which has been replaced by other similar property of at least equal value, or which ceases to be necessary for the efficient operation of the System, and in the event of sale, the Issuer will apply the proceeds to either (1) redemption of Outstanding Bonds in accordance with the provisions governing repayment of Bonds in advance of Stated Maturity, or (2) replacement of the property so disposed of by other property the revenues of which shall be incorporated into the System as hereinbefore provided;

(b) cease to operate, abandon or otherwise dispose of any property which has become obsolete, nonproductive or otherwise unusable to the advantage of the Issuer;

(c) sell, lease or convey all or substantially all of the System to another entity or enter into a management contract with another entity if:

(1) The transferee entity is a political subdivision organized and existing under the laws of the State, or instrumentality thereof, or an organization described in Code § 501(c)(3), and expressly assumes in writing the due and punctual payment of the principal of and premium, if any, and interest on all outstanding System Indebtedness according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of this Bond Resolution;

(2) If there remains unpaid any System Indebtedness which bears interest that is not includable in gross income under the Code, the Issuer receives an opinion of Bond Counsel, in form and substance satisfactory to the Issuer, to the effect that under then existing law the consummation of such sale, lease or conveyance, whether or not contemplated on any date of the delivery of such System Indebtedness, would not cause the interest payable on such System Indebtedness to become includable in gross income under the Code;

(3) The Issuer receives a certificate of the Consultant which demonstrates and certifies that immediately upon such sale or conveyance the transferee entity will not, as a result thereof, be in default in the performance or observance of any covenant or agreement to be performed or observed by it under this Bond Resolution; and

(4) The Issuer receives an opinion of Bond Counsel, in form and substance satisfactory to the Issuer, as conclusive evidence that any such sale, lease or conveyance, and any such assumption, is permitted by law and complies with the provisions of this Section.

Section 805. Books, Records and Accounts. The Issuer will install and maintain proper books, records and accounts (entirely separate from all other records and accounts of the Issuer) in which complete and correct entries will be made of all dealings and transactions of or in relation to the System. Such accounts shall show the amount of Gross Revenues received from the System, the application of such funds, and all financial transactions in connection therewith. Said books shall be kept by the Issuer according to standard accounting practices as applicable to the operation of municipal utilities.

Section 806. Annual Budget. Prior to the commencement of each Fiscal Year, the Issuer will cause to be prepared and filed with the Clerk a budget setting forth the estimated receipts and expenditures of the System for the next succeeding Fiscal Year. Said annual budget shall be prepared in accordance with the requirements of the laws of the State.

Section 807. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements System for the preceding Fiscal Year by an Independent Accountant to be employed for that purpose and paid from the Gross Revenues. Said annual audit shall cover in reasonable detail the operation of the System during such Fiscal Year.

As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review the report of such audit, and if the audit report discloses that proper provision has not been made for all of the requirements of this Bond Resolution and the Act, the Issuer will promptly cure such deficiency and will promptly proceed to modify the rates and charges to be charged for the use and services furnished by the System or take such other action as may be necessary to adequately provide for such requirements.

Section 808. Right of Inspection. The Owner or Owners of 10% of the principal amount of the Bonds then Outstanding shall have the right at all reasonable times to inspect the System and all records, accounts and data relating thereto, and shall be furnished all such information concerning the System and the operation thereof which the Purchaser or such Owner or Owners may reasonably request.

Section 809. Performance of Duties and Covenants. The Issuer will faithfully and punctually perform all duties, covenants and obligations with respect to the operation of the System now or hereafter imposed upon the Issuer by the Constitution and laws of the State and by the provisions of this Bond Resolution.

ARTICLE IX

ADDITIONAL BONDS AND OBLIGATIONS

Section 901. Senior Lien Bonds. The Issuer covenants and agrees that so long as any of the Parity Bonds remain Outstanding, the Issuer will not issue any System Indebtedness payable out of the Gross Revenues which are superior to the Parity Bonds with respect to the lien on the Gross Revenues.

Section 902. Parity Bonds and Parity Obligations. The Issuer covenants and agrees that it will not issue any System Indebtedness which stands on a parity or equality of lien against the Gross Revenues with the Parity Bonds unless the following conditions are met:

(a) The Issuer shall not be in default in the payment of principal of or interest on any Parity Bonds or Parity Obligations at the time Outstanding or in making any payment at the time required to be made into the respective Funds and Accounts created by and referred to in this Bond Resolution or any Parity Resolution (unless such System Indebtedness is being issued to provide funds to cure such default) nor shall any other Event of Default have occurred and be continuing;

(b) The Issuer shall deliver the following:

(1) **Long-Term Indebtedness.** A certificate signed by the Issuer evidencing *either* of the following:

(i) The Debt Service Coverage Ratio for the Fiscal Year immediately preceding the issuance of such System Indebtedness, as reflected by information provided by the Independent Accountant, shall be not less than **1.60**, including the System Indebtedness proposed to be issued. In the event that the Issuer has instituted any increase in rates for the use and services of the System and such increase shall not have been in

effect during the full Fiscal Year immediately preceding the issuance of such proposed System Indebtedness, the additional Net Revenues which would have resulted from the operation of the System during said preceding Fiscal Year had such rate increase been in effect for the entire period may be added to the stated Net Revenues for the calculation of the Debt Service Coverage Ratio, provided that such estimated additional Net Revenues shall be determined by a Consultant; or

(ii) The estimated Debt Service Coverage Ratio (as determined by a Consultant), for the Fiscal Year immediately following the Fiscal Year in which the project, the cost of which is being financed by such System Indebtedness, is to be in commercial operation, shall be not less than **1.60**, including the System Indebtedness proposed to be issued. In the event that the Issuer anticipates additional Gross Revenues or other credits to the revenues of the System as a result of expansion or modification of the System by such System Indebtedness, the Issuer may adjust the estimated Net Revenues in determining the Debt Service Coverage Ratio, by adding thereto any estimated increase in Net Revenues resulting from any increase in Gross Revenues or other credits to the revenues of the System, which, in the opinion of the Consultant, are reasonable based on projected operations of the System for such Fiscal Year.

(2) **Short-Term Indebtedness.** A certificate signed by the Issuer evidencing any *one* of the following:

(i) The principal amount of all Outstanding Short-Term Indebtedness does not exceed 15% of the Gross Revenues for the most recently ended Fiscal Year for which financial information is available from the Independent Accountant;

(ii) The Short-Term Indebtedness could be incurred under **subsection (b)(1)** hereof assuming it was Long-Term Indebtedness; or

(iii) There is delivered to the Issuer a certificate of a Consultant to the effect that it is such Consultant's opinion that it is reasonable to assume that the Issuer will be able to refinance such Short-Term Indebtedness prior to its Stated Maturity in compliance with the provisions of this Section and the conditions described in **subsection (b)(1)** are met with respect to such Short-Term Indebtedness when it is assumed that such Short-Term Indebtedness is Long-Term Indebtedness maturing over 20 years (or such shorter period as such Consultant indicates is reasonable to assume in such statement) from the date of issuance of the Short-Term Indebtedness and bears interest on the unpaid principal balance at the Index Rate and is payable on a level annual debt service basis over a 20-year period (or such shorter period as such Consultant indicates is reasonable to assume in such statement).

(3) **Interim Indebtedness.** A certificate signed by the Issuer evidencing *either* of the following:

(i) The Interim Indebtedness could be incurred under **subsection (b)(1)** hereof assuming it was Long-Term Indebtedness; or

(ii) There is delivered to the Issuer a certificate of a Consultant to the effect that it is such Consultant's opinion that it is reasonable to assume that the Issuer will be able to refinance such Interim Indebtedness prior to its Stated Maturity in compliance with the provisions of this Section and the conditions described in **subsection (b)(1)** are

met with respect to such Interim Indebtedness when it is assumed that such Interim Indebtedness is Long-Term Indebtedness maturing over 20 years (or such shorter period as such Consultant indicates is reasonable to assume in such statement) from the date of issuance of the Interim Indebtedness and bears interest on the unpaid principal balance at the Index Rate and is payable on a level annual debt service basis over a 20-year period (or such shorter period as such Consultant indicates is reasonable to assume in such statement).

(c) When the issuance of System Indebtedness of equal stature and priority is permitted by the statutes of the State.

(d) The ordinance and/or resolution authorizing such System Indebtedness shall contain or provide for substantially the same terms, conditions, covenants and procedures as established in this Bond Resolution.

Notwithstanding the foregoing restrictions, additional System Indebtedness may be issued under this Section if it is necessary: (1) in the opinion of the Consulting Engineer to do so to repair the System if damaged or destroyed by disaster to such extent necessary to keep it in good operating condition; or (2) in the opinion of the Issuer's legal counsel to remedy any deficiency of the System relating to environmental pollution matters or to comply with the requirements of any governmental agency having jurisdiction over the Issuer with respect thereto.

Additional System Indebtedness issued under the conditions set forth in this Section shall stand on a parity with the Parity Bonds and Parity Obligations and shall enjoy complete equality or lien on and claim against the Gross Revenues, and the Issuer may make equal provision for paying the Debt Service Requirements on such System Indebtedness out of the Revenue Fund and may likewise provide for the creation of reasonable debt service accounts and debt service reserve accounts for the payment of the Debt Service Requirements on such System Indebtedness and the interest thereon out of moneys in the Revenue Fund.

Section 903. Junior Lien Obligations. Nothing in this Article shall prohibit or restrict the right of the Issuer to issue Junior Lien Obligations for any lawful purpose in connection with the operation of and benefiting the System and to provide that the Debt Service Requirements on such Junior Lien Obligations shall be payable out of the Gross Revenues, provided at the time of the issuance of such Junior Lien Obligations the Issuer is not in default in the performance of any covenant or agreement contained in the Bond Resolution (unless such System Indebtedness shall be issued to cure such default and shall be junior and subordinate to the Parity Bonds and Parity Obligations) so that if at any time the Issuer shall be in default in paying either interest on or principal of the Parity Bonds or Parity Obligations, or of the Issuer is in default in making debt service, operation and maintenance or debt service reserve deposits or payments required to be made by it under the Bond Resolution, the Issuer shall make no payments of either principal of or interest on said Junior Lien Obligations until said default or defaults be cured.

Section 904. Subordinate Lien Bonds. Nothing in this Article shall prohibit or restrict the right of the Issuer to issue Subordinate Lien Bonds for any lawful purpose in connection with the operation of and benefiting the System and to provide that the Debt Service Requirements on such Subordinate Lien Bonds shall be payable out of the Gross Revenues, provided at the time of the issuance of such Subordinate Lien Bonds the Issuer is not in default in the performance of any covenant or agreement contained in the Bond Resolution (unless such System Indebtedness shall be issued to cure such default and shall be junior and subordinate to the Parity Bonds, Parity Obligations and Junior Lien Obligations) so that if at any time the Issuer shall be in default in paying either interest on or principal of

the Parity Bonds, Parity Obligations and Junior Lien Bonds, or of the Issuer is in default in making debt service, operation and maintenance or debt service reserve deposits or payments required to be made by it under the Bond Resolution, the Issuer shall make no payments of either principal of or interest on said Subordinate Lien Bonds until said default or defaults be cured. Such Subordinate Lien Bonds may also constitute general obligations of the Issuer.

Section 905. Refunding Bonds. The Issuer shall have the right, without complying with the provisions of **Section 902** hereof, to issue Refunding Bonds for the purpose of refunding any of the System Indebtedness under the provisions of any law then available, and the Refunding Bonds so issued shall enjoy complete equality of pledge as did the System Indebtedness that was refunded.

ARTICLE X

DEFAULT AND REMEDIES

Section 1001. Remedies. The provisions of this Bond Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Bonds. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Bond Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds.

The Issuer hereby directs the Paying Agent to notify the Owners and Bond Insurer of any Event of Default of which it has actual notice.

Section 1002. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds of any series shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the Funds and Accounts herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Bond Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of such Outstanding Bonds.

Section 1003. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Bond Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Bonds shall, subject to any determination in such action or proceeding or applicable law of the State, be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

Section 1004. No Obligation to Levy Taxes. Nothing contained in this Bond Resolution shall be construed as imposing on the Issuer any duty or obligation to levy any taxes either to meet any obligation incurred herein or to pay the principal of or interest on the Bonds.

ARTICLE XI

DEFEASANCE

Section 1101. Defeasance. When any or all of the Bonds, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Bond Resolution and the pledge of the Gross Revenues hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Bond Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal or Redemption Price of said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Bonds, no such satisfaction shall occur until: (a) the Issuer has elected to redeem such Bonds, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with **Section 303** of this Bond Resolution. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Bond Resolution.

ARTICLE XII

TAX COVENANTS

Section 1201. General Covenants. The Issuer covenants and agrees that it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Series 2019 Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Clerk are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Series 2019 Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

Section 1202. Survival of Covenants. The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Series 2019 Bonds pursuant to *Article XI* hereof or any other provision of this Bond Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE XIII

CONTINUING DISCLOSURE REQUIREMENTS

Section 1301. Disclosure Requirements. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 1302. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of this Bond Resolution, may be amended or modified at any time in any respect by resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Bond;
- (c) permit preference or priority of any Bond over any other Bond;
- (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Bond Resolution; or
- (e) permit the creation of a lien on the Gross Revenues prior or equal to the lien of the Parity Bonds or Additional Obligations.

Any provision of the Bonds or of this Bond Resolution may, however, be amended or modified by resolution or ordinance duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of the Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Project, to reallocate proceeds of the Bonds among Project, to provide for Substitute Project, to conform this Bond Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Bonds or of this Bond Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution or ordinance adopted by the governing body of the Issuer amending or supplementing the provisions of this Bond Resolution and shall be deemed to be a part of this Bond Resolution. A certified copy of every such amendatory or supplemental resolution or ordinance, if any, and a certified copy of this Bond Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Bond Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or ordinance of this Bond Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the resolution or ordinance of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Bond Resolution which affects the duties or obligations of the Paying Agent under this Bond Resolution.

Section 1402. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be

sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Bond Resolution, Bonds owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Bond Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Issuer.

Section 1403. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 1404. Inconsistent Provisions. In case any one or more of the provisions of this Bond Resolution or of the Bonds issued hereunder shall for any reason be inconsistent with the provisions of any Parity Resolution or any Parity Bonds: (a) the provisions of any Parity Resolution adopted prior to this Bond Resolution shall prevail with respect to Parity Bonds issued prior in time, so long as such Parity Bonds are Outstanding; and (b) the provisions of this Bond Resolution shall prevail with respect to any Parity Resolution adopted subsequent to the Bond Resolution, so long as any Parity Bonds issued under this Bond Resolution are Outstanding.

Section 1405. Electronic Transactions. The issuance of the Series 2019 Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 1406. Further Authority. The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may

deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1407. Severability. If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

Section 1408. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1409. Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

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ADOPTED by the governing body of the Issuer on January 22, 2019.

(SEAL)

Mayor

ATTEST:

Clerk

EXHIBIT A
(FORM OF SERIES 2019 BONDS)

**REGISTERED
NUMBER** _____

**REGISTERED
\$**_____

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation (“DTC”), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

**UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF JOHNSON
CITY OF OLATHE
STORMWATER SYSTEM REVENUE BOND
SERIES 2019**

**Interest
Rate:**

**Maturity
Date:**

**Dated
Date: February 20, 2019**

CUSIP:

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Olathe, in the County of Johnson, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on April 1 and October 1 of each year, commencing October 1, 2019 (the “Interest Payment Dates”), until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Series 2019 Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Series 2019 Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Series 2019 Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Bond Registrar”). The interest payable on this Series 2019 Bond on any Interest Payment Date shall be paid to the person in whose name this Series 2019 Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the Record Date(s) for such interest, which

shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner or, (b) in the case of an interest payment to any Registered Owner of \$1,000,000 or more in aggregate principal amount of Series 2019 Bonds, by electronic transfer to such Registered Owner upon written notice given to the Bond Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Series 2019 Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Bond Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Bond Resolution.

Authorization of Series 2019 Bonds. This Series 2019 Bond is one of an authorized series of bonds of the Issuer designated “Stormwater System Revenue Bonds, Series 2019,” aggregating the principal amount of \$[PRINCIPAL AMOUNT] (the “Series 2019 Bonds”) issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Series 2019 Bonds and the Resolution of the Issuer prescribing the form and details of the Series 2019 Bonds (collectively, the “Bond Resolution”). The Series 2019 Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-101 *et seq.*, K.S.A. 10-620 *et seq.*, and 10-1201 *et seq.*, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

Special Obligations. The Series 2019 Bonds are special obligations of the Issuer payable solely from, and secured as to the payment of principal and interest by a pledge of, the Gross Revenues, and the taxing power of the Issuer is not pledged to the payment of the Series 2019 Bonds either as to principal or interest. The Series 2019 Bonds shall not be or constitute a general obligation of the Issuer, nor shall they constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter provision, limitation or restriction. *Under the conditions set forth in the Bond Resolution, the Issuer has the right to issue additional System Indebtedness payable from the same source and secured by the Gross Revenues on a parity with said Gross Revenues; provided, however, that such additional System Indebtedness may be so issued only in accordance with and subject to the covenants, conditions and restrictions relating thereto set forth in the Bond Resolution.*

Redemption Prior to Maturity. The Series 2019 Bonds are subject to redemption prior to maturity as set forth in the Bond Resolution.

Book-Entry System. The Series 2019 Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Resolution. One certificate with respect to each date on which the Series 2019 Bonds are stated to mature or with respect to each form of Series 2019 Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Series 2019 Bonds by the Securities Depository’s participants, beneficial ownership of the Series 2019 Bonds in Authorized Denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Bond Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Series 2019 Bond, as the owner of this

Series 2019 Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Series 2019 Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to Beneficial Owners of the Series 2019 Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such Beneficial Owners. The Issuer and the Bond Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the Owner of this Series 2019 Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Series 2019 Bond shall be made in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE BOND RESOLUTION, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Series 2019 Bond may be transferred or exchanged, as provided in the Bond Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Series 2019 Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Series 2019 Bond or Series 2019 Bonds in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Bond Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Series 2019 Bonds and the cost of a reasonable supply of bond blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Series 2019 Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Series 2019 Bonds are issued in fully registered form in Authorized Denominations.

Authentication. This Series 2019 Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Bond Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Series 2019 Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, that the total indebtedness of the Issuer, including this series of bonds, does not exceed any constitutional or statutory limitation, and that provision has been duly made for the collection and segregation of the Gross Revenues of the Stormwater System (the "System") and for the application of the same as provided in the hereinafter defined Bond Resolution.

IN WITNESS WHEREOF, the Issuer has caused this Series 2019 Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF OLATHE, KANSAS

(Facsimile Seal)

(facsimile)

Mayor

ATTEST:

By _____ (facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Series 2019 Bond is one of a series of Stormwater System Revenue Bonds, Series 2019, of the City of Olathe, Kansas, described in the within-mentioned Bond Resolution.

Registration Date: _____

Office of the State Treasurer,
Topeka, Kansas,
as Bond Registrar and Paying Agent

By _____

Registration Number: _____

BOND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

(Name and Address)

(Social Security or Taxpayer Identification No.)

the Series 2019 Bond to which this assignment is affixed in the outstanding principal amount of \$_____, standing in the name of the undersigned on the books of the Bond Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Series 2019 Bond on the books of said Bond Registrar with full power of substitution in the premises.

Dated _____

Name

Social Security or
Taxpayer Identification No.

Signature (Sign here exactly as name(s)
appear on the face of Certificate)

Signature guarantee:

By _____

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

The undersigned, Clerk of the City of Olathe, Kansas, does hereby certify that the within Series 2019 Bond has been duly registered in my office according to law as of February 20, 2019.

WITNESS my hand and official seal.

(Facsimile Seal)

(facsimile)
Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

JAKE LATURNER, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Series 2019 Bond has been filed in the office of the State Treasurer, and that this Series 2019 Bond was registered in such office according to law on February 20, 2019.

WITNESS my hand and official seal.

(Seal)

By: _____
Treasurer of the State of Kansas

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Series 2019 Bonds:

GILMORE & BELL, P.C.
Attorneys at Law
2405 Grand Boulevard
Suite 1100
Kansas City, Missouri 64108-2521

(PRINTED LEGAL OPINION)



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/22/2019

DEPARTMENT: Parks and Recreation
STAFF CONTACT: Michael Meadors/Michael Latka
SUBJECT: Report on the agreement between the City of Olathe and Johnson County Park and Recreation District for the development of trails

ITEM DESCRIPTION:
Report to discuss the agreement between the City of Olathe and Johnson County Park and Recreation District for the development of trails.

SUMMARY:
This agreement is between the City of Olathe and the Board of Commissioners of the Johnson County Park and Recreation District (JCPRD) for the development of trails in and around Cedar Lake and Lake Olathe. The city and county had agreed that the Cedar Creek Trail, between Cedar Lake and Lake Olathe would be beneficial to not only the City but the County as well. The county has agreed to reimburse the City \$200,000 of project costs once the trail is completed and the City has connected the trail from Lake Olathe to Cedar Niles Park (AKA Cedar Creek corridor from 135th Street to 119th Street)

The City has also agreed to provide a 75.01 acre permanent recreation easement to JCPRD for a future bike/hike trail just east of the Cedar Creek waste water treatment plant off of 119th Street. Prior to the county constructing their trail, they will pay the City \$662,208 for the easement.

The city's Cedar Creek trail, along with the trail through Lake Olathe and then the JCPRD Cedar Niles Trail system, this will add a little over 10 miles of trail to the City of Olathe's west side. This will add to our current 24 miles of off road trail system.

FINANCIAL IMPACT:
The City will gain a total of \$862,208, roughly ½ of the estimated cost less MARC's \$500,000 grant, once the trail construction is completed,

ACTION NEEDED:
No action is required at this time. Staff will bring the agreement for signature to the Feb. 5, 2019 City Council Meeting for signature.

ATTACHMENT(S):
Attachment A: Park JCPR trail grant agreement
Attachment B: Cedar Niles Trail Easement revision Map

**AGREEMENT
BETWEEN THE CITY OF OLATHE, KANSAS
AND BOARD OF COMMISSIONERS OF THE
JOHNSON COUNTY PARK AND RECREATION DISTRICT FOR
THE DEVELOPMENT OF TRAILS**

THIS AGREEMENT is entered into this _____ day of _____, 2019 (“Effective Date”), between the City of Olathe, Kansas, a municipal corporation (“City”) and Board of Commissioners of the Johnson County Park and Recreation District, a political subdivision of the State of Kansas, (“JCPRD”). City and JCPRD (collectively, “Parties”), in consideration of the mutual covenants hereinafter set forth agree as follows:

**ARTICLE I
Purpose and Authority**

1. The purpose of this Agreement is to establish the responsibilities of the Parties for the funding and construction of improvements to the trails located in and around Cedar Lake and Lake Olathe.
2. K.S.A. 12-2908 authorizes a municipality to enter into a contract with another municipality to perform any governmental service, activity, or undertaking which each contracting municipality is authorized to perform.

**ARTICLE II
Responsibilities of the Parties**

1. Trail Partnership
 - A. The City will build a 2.34 mile paved trail connecting Cedar Lake and Lake Olathe (“Project”). The City and JCPRD agree that the project is of mutual benefit to both Parties.
 - B. JCPRD will reimburse the City an amount of \$200,000 of project costs. To receive reimbursement, the City must complete the portion of the Project from Cedar Lake to 135th Street (Santa Fe Street) where the trail connects to Cedar Niles Park.
 - C. The City will present proof of expenditures on the project to JCPRD. JCPRD will promptly reimburse City Project costs, in an amount not to exceed \$200,000.

2. Land Acquisition

- A. The City will convey a permanent recreation easement by separate instrument to JCPRD approximately 75.01 acres of City-owned land, depicted on the map and legal description in **Exhibit A**, which is attached to and hereby incorporated into this agreement.
- B. JCPRD will pay City a total amount of \$662,008 for the permanent recreation easement. JCPRD may elect to complete payments at any time prior to the end of the 2020 JCPRD fiscal year. However, JCPRD may not begin construction on the easement property until the entire contract amount of \$662,008 is paid.

ARTICLE III

Duration

1. Duration. It is contemplated that the term of this Agreement is perpetual.
2. Termination. Either party may terminate this Agreement upon written notice, of not less than ninety (90) days, to the other party. Said notice will include the reason(s) for termination and the defaulting party will have ninety (90) days to cure the defect(s) before the Agreement may be terminated.

ARTICLE IV

Indemnification and Insurance

1. To the fullest extent permitted by law, the City will indemnify and hold harmless the County, and its agents, officials and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or wrongful conduct of the City, its agents, officials and employees and other persons employed or utilized by the City in the performance of the agreed upon services.
2. To the fullest extent permitted by law, the County will indemnify and hold harmless the City, and its agents, officials and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or wrongful conduct of the County, its agents, officials and employees and other persons employed or utilized by the County in the performance of the agreed upon services.

ARTICLE V
Applicable Law

The Agreement is entered into and will be controlled by the laws of the State of Kansas. The District Court of Johnson County, Kansas will be the sole venue for litigation of any dispute arising under this Agreement.

ARTICLE VI
Modifications

The parties agree these writings represent the total Agreement between the parties. Any additions or modifications to this Agreement must be evidenced in writing and signed by both parties.

ARTICLE VII
Severability

Should any provision of this Agreement for any reason be deemed or ruled illegal, invalid or unconstitutional by any court of competent jurisdiction, no other provision of this Agreement will be affected; and this Agreement will then be construed and enforced as if such illegal, invalid or unconstitutional provision had not been contained herein.

BY: CITY OF OLATHE, KANSAS

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

BY: JOHNSON COUNTY PARK AND
RECREATION DISTRICT BOARD OF
COMMISSIONERS

Chair, Johnson County Park and Recreation
District Board of Commissioners

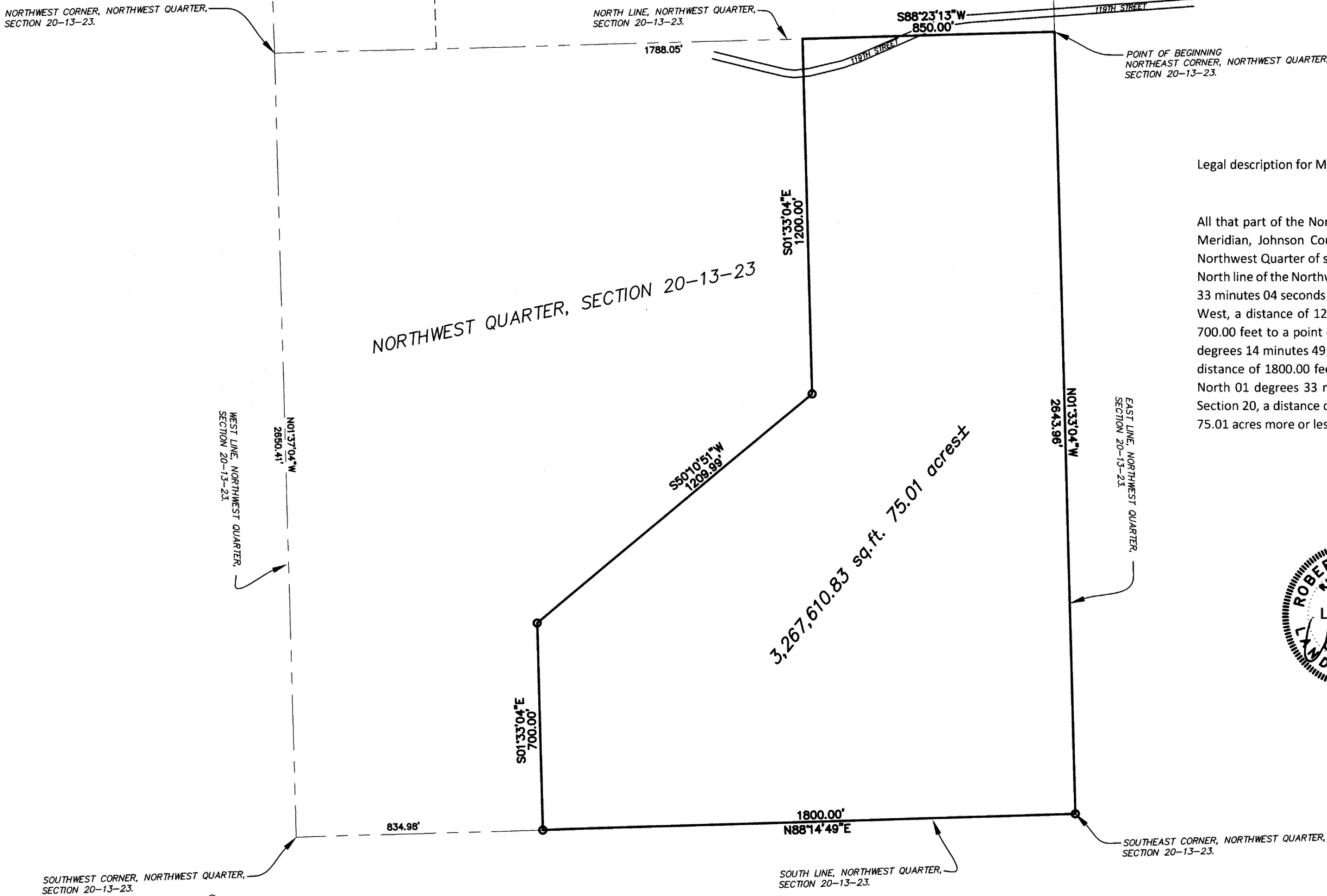
ATTEST:

Board Secretary

APPROVED AS TO FORM:

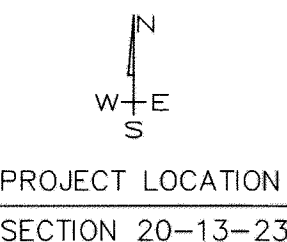
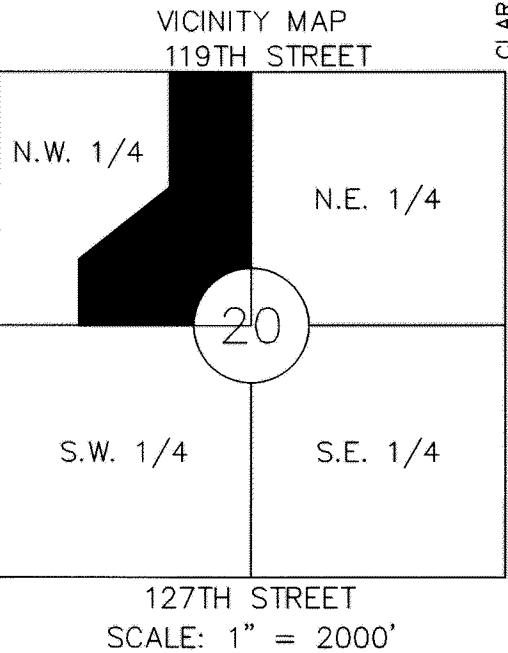
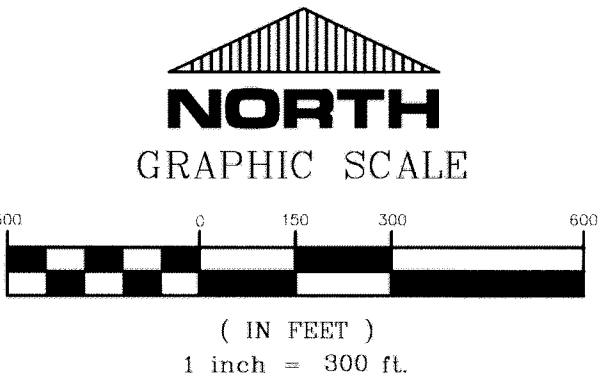
Attorney for the Board

EASEMENT EXHIBIT



Legal description for Mountain Bike / Walking Trail Easement

All that part of the Northwest Quarter of Section 20, Township 13 South, Range 23 East, Sixth Principal Meridian, Johnson County, Kansas described as follows: Beginning at the Northeast corner of the Northwest Quarter of said Section 20; thence South 88 degrees 23 minutes 13 seconds West, along the North line of the Northwest Quarter of said Section 20, a distance of 850.00 feet; thence South 01 degrees 33 minutes 04 seconds East, a distance of 1200.00 feet; thence South 50 degrees 10 minutes 51 seconds West, a distance of 1209.99 feet; thence South 01 degrees 33 minutes 04 seconds East, a distance of 700.00 feet to a point on the South line of the Northwest Quarter of said Section 20; thence North 88 degrees 14 minutes 49 seconds East, along the South line of the Northwest Quarter of said Section 20, a distance of 1800.00 feet to the Southeast corner of the Northwest Quarter of said Section 20; thence North 01 degrees 33 minutes 04 seconds West, along the East line of the Northwest Quarter of said Section 20, a distance of 2643.96 feet to the point of beginning, containing 3,267,610.83 square feet or 75.01 acres more or less.

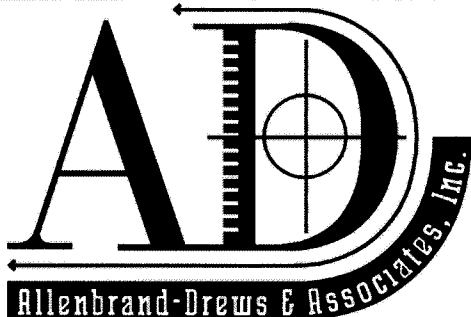


PREPARED FOR:
MIKE LATKA, PLA, ASLA PARK PROJECT COORDINATOR
CITY OF OLATHE PARKS & RECREATION
100 EAST SANTA FE
OLATHE, KANSAS 66061
PHONE: 913-971-8659

PREPARED BY:
ALLENBRAND-DREWS & ASSOCIATES, INC.
122 N. WATER STREET
OLATHE, KANSAS 66061
PHONE: (913) 764-1076
FAX: (913) 764-8635

EASEMENT EXHIBIT

PT. OF NW 1/4
SECTION 20-13-23
CITY OF OLATHE, JOHNSON COUNTY, KANSAS



CIVIL ENGINEERS
LAND SURVEYORS - LAND PLANNERS

122 N. WATER STREET
OLATHE, KANSAS 66061
PHONE: (913) 764-1076 FAX: (913) 764-8635

Scale: 1"=300'	Drawn By: RML	Project: 34288
Date: 11/29/2018	Checked By: RML	Section 20-13-23



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/22/2019

DEPARTMENT: Resource Management
STAFF CONTACT: Dianna Wright/Amy Tharnish
SUBJECT: Procurement Quarterly Report

ITEM DESCRIPTION:
Procurement Quarterly Report

SUMMARY:
The Resource Management Team is reporting purchases between \$25,000 and \$49,999 for 4th quarter 2018.
Council will receive quarterly reports summarizing procurements between \$25,000 and \$49,999 on the Council agenda immediately following the 20th of the month after the end of a quarter.
Staff will attend the Council meeting to answer questions regarding the procurement report.

FINANCIAL IMPACT:
Reporting pursuant to Procurement Ordinance section 3.50.050 Purchases Less Than \$50,000.

ACTION NEEDED:
Receive Report summarizing 4th quarter 2018 procurement between \$25,000 and \$49,999.

ATTACHMENT(S):
Quarterly Procurement Report

4th Quarter Report 2018
Procurement \$25,000 to \$49,999

Project/Division Name	Project/Business Unit Number	Document Number	Date	Commodity or Service	Vendor	Amount	Selection Process
Upgrades for EOC	8-C-004-14	318500	10/16/18	Office Furniture	United Office Products, Inc.	\$26,208.16	Cooperative Agreement
Upgrades for EOC	8-C-004-14	318501	10/16/18	Hiperwall Licenses	Software House International	\$43,656.00	Cooperative Agreement
Police Operations	100	318508	11/01/18	Communication Headsets for Police Helmets	ABM Supply	\$26,460.00	Invitation for Bid
Water Production	3201591	318510	11/01/18	Water PLC Replacement	Graybar Electric Co, Inc.	\$46,010.80	OEM Replacement
Fire Operations	16-1330-12	318521	11/13/18	Explosive storage magazines for bomb robot	Armag Corporation	\$34,633.00	GSA Contract
Stormwater Improvements Project	2261569	700930	11/14/18	Preliminary Engineering Study	HNTB Corporation	\$47,515.00	Competition Exception Report
College Blvd Arterial Mill & Overlay	3-P-003-18	631763	11/15/18	Controller and cabinet	Traffic Control Corporation	\$28,496.00	Price Agreement
Stormwater Management	2261569	700934	11/15/18	Stagecoach Dr Stormwater Improvements	Trekk Design Group, LLC.	\$37,487.25	Price Agreement
Stormwater Management	2261569	700936	11/26/18	Spruce Business Center Stormwater Improvements	HDR Engineering, Inc.	\$40,819.00	Price Agreement
Engineering Management	1001515	700937	11/26/18	Concept Plan	Transsystems Corporation	\$32,785.00	Competition Exception Report
Planning	1001636	700942	11/29/18	Architectural Regulations	Confluence, Inc.	\$35,900.00	Competition Exception Report
Transportation	1001567	318531	12/03/18	Camera System	Graybar Electric Co, Inc.	\$29,985.00	Cooperative Agreement
Water Production	3201591	318533	12/03/18	Basin #3 Cleaning	Hydro-Klean, LLC	\$42,899.50	Price Agreement
Utilities Maintenance	3201597	318535	12/03/18	Ditch Witch FX30 Vac System	Ditch Witch Sales, Inc.	\$25,282.50	Competition Exception Report
Forestry Operations	4111521	632200	12/10/18	Tree Spade	Prichards Nursery Equipment	\$53,696.00	Emergency Order
Water Production	3201591	318547	12/19/18	Sodium Hypochlorite Tank	Hydro-Klean LLC	\$29,160.00	Price Agreement
Police Operations	4400000	318549	12/19/18	Toughbooks for Police Vehicles	Turn-Key Mobile Inc	\$26,862.00	Cooperative Agreement
Fire Operations	1001301	318552	12/20/18	Training Room RV Upgrades	CCS Presentation Systems	\$40,092.58	Cooperative Agreement
Stormwater Management	2261569	700947	12/20/18	Brianwood Drainage Improvements	George Butler & Associates	\$27,000.00	Price Agreement
Wastewater Treatment Harold St	3201598	318557	12/27/18	Electrode Replacements	R E Pedrotti Company Inc	\$31,542.00	Cooperative Agreement



OFFICE PRODUCTS, INC.

601 West Dennis, P.O. Box 845, OLATHE, KANSAS 66061

PHONE: (913) 782-4441

FAX: (913) 780-4514

10/5/2018

City of Olathe Fire Department
1225 S Hamilton Circle
Olathe, Kansas 66061

Attn: Mr. Joey Heideman

Hi! The revised specifications including the finishes are listed
as follows:

Qty	Product Code	Description	List Price	Exended List	Your Cost	Extended
Price per Six Person Pod						
Six-Pod Work Stations						
3	Each	Six Pod Units 30H Panels with Electrical Power Poles/Harnesses Work Surfaces As Drawn Absolute Acajou Laminate/Designer White Paint	\$ 8,797.00	\$ 26,391.00	\$ 3,787.00	\$ 11,361.00
5	Hours	Design Time			\$ 70.00	\$ 350.00
12	each	CPU MMM2200-	\$ 170.00	\$ 2,040.00	\$ 89.95	\$ 1,079.40
Curved Bench Seating						
2	7084	60" Curved Bench Seating with Shelf 42H X 12D Rodeo Elephant White Shelf	\$ 7,084.00	\$ 14,168.00	\$ 3,542.00	\$ 7,084.00
1	GD	Ganging Device	\$ 52.00	\$ 52.00	\$ 26.00	\$ 26.00
1	7734-	Round Coffee Table Designer White	\$ 1,099.00	\$ 1,099.00	\$ 549.50	\$ 549.50
2	DIA10UA	Lounge Chair Rodeo Elephant	\$ 1,799.00	\$ 3,598.00	\$ 899.50	\$ 1,799.00
2	Option	Steel Legs	\$ 97.00	\$ 194.00	\$ 48.50	\$ 97.00
2	7743-	Lap Top Tables Designer White	\$ 530.00	\$ 1,060.00	\$ 227.90	\$ 455.80
Media Tables						
4	GFT3072R	30x72 Tables Desk Height Flip Top Tables Absolute Acajou/Tungsten Legs	\$ 1,340.00	\$ 5,360.00	\$ 576.20	\$ 2,304.80

Office Area

1	EVWCER426024	60x42/ L Corner Work Surface	\$	546.00	\$	546.00	\$	234.78	\$	234.78
2	EVS1224BBF	Box/Box/File	\$	461.00	\$	922.00	\$	198.23	\$	396.46
2	EVWS2454	24x54 Work Surfaces	\$	227.00	\$	454.00	\$	97.61	\$	195.22
8	EVHCL1	Column Bases	\$	80.00	\$	640.00	\$	34.40	\$	275.20

Absolute Acajou Laminate/Designer White Paint

Total	\$ 26,208.16
Plus Installation	

Thanks very much. Please let us know if we can be of further service.

Sincerely,

Kathy Curry
United Office Products



Federal tax ID: 22-3009648
290 Davidson Ave.
Somerset, NJ 08873
Phone: 888-235-3871
Fax: 732-805-9669

Please remit payment to:
SHI International Corp
P.O. Box 952121
Dallas, TX 75395-2121
Wire information: Wells Fargo Bank
Wire Rt# 121000248
ACH Rt# 021200025
Account#2000037641964
SWIFT Code: WFBIUS6S
For W-9 Form, www.shi.com/W9

Invoice No.**B09040376**

Invoice date 10/26/2018
Customer number 1019752
Sales order S48549797

Finance charge of 1.5% per month will be charged on
past due accounts - 18%/yr.
All returns require an RMA# supplied by your SHI
Sales team.

Bill To

KS-CITY OF OLATHE
100 WEST SANTA FE
ATTN: ACCOUNTS PAYABLE
OLATHE, KS 66061
USA

Ship To

CITY OF OLATHE
135 S. Kansas Ave
ATTN: Laura Sykes
Olathe, KS 66061
USA
318501 000 OP/Laura Sykes

Ship Date	Salesperson	Purchase Order	Ship Via	FOB	Terms
10/26/2018	Rob Hart	318501 000 OP	ESD	FOB DEST	NET 30

Item No. Mfg Part No.	Description	Qty Ordered	Qty Shipped	Unit Price	Extended Price
33520929 HWC ESD NEC	Hiperwall Core Control Lics Multiple platforms English ESD Software Contract number: Open Market	1	1	1,132.00	1,132.00
34008774 HLC ESD NEC	HiperLayout License Multiple platforms English ESD Software Contract number: Open Market	1	1	1,132.00	1,132.00
33520927 HVHD ESD NEC	Hiperview Lics Multiple platforms English ESD Software Contract number: Open Market	15	15	1,132.00	16,980.00
34008782 HCC ESD NEC	Hiperwall KVM Control License Multiple platforms English ESD Software Contract number: Open Market	1	1	1,132.00	1,132.00
33520925 HS ESD NEC	Hipersource Lics Multiple platforms English ESD Software Contract number: Open Market	30	30	776.00	23,280.00

Quote: 15900727

Sales Balance	43,656.00
Freight	0.00
Recycling Fee	0.00
Sales Tax	0.00
Total	43,656.00
Currency	USD

City of Olathe

IFB #18-0216 - Communication Headsets for Police Tactical Helmets

10/1/18 at 10:00AM CST

				ABM Supply Lenexa, KS	
Item No.	Description	Qty	Unit	Unit Price	Total Price
1	Comtac Patriot Headset (Black)	20	each	\$770.00	\$15,400.00
2	Invictus PTT wired for Harris XG100/XL200P Series Radio	16	each	\$320.00	\$5,120.00
3	SP' PTT w/ Switched Phone Line (DI), Radio Remote Volume Control & wired for the Harris XG100/XL200P	4	each	\$455.00	\$1,820.00
4	Series Radio D-Series: Coiled Auxiliary Cable	4	each	\$155.00	\$620.00
5	Avon Comms Cable Kit for FM53/C50	20	each	\$175.00	\$3,500.00
TOTAL				\$26,460.00	

Proposal Name: Olathe Water PLC replacement

Quote Name: Olathe Water PLC with Touchscreen

Proposal Number: P-180725-385483

Quote Number: Q-439471

Quote Date: August 15, 2018

Through Addenda Number: 0

Sales Representative: Justin Niehaus

Conditions of Sale

This Quotation is subject to Coordinated Project Terms. See <https://www.schneider-electric.us/en/download/document/0100PL0043>

Clarifications and Exceptions

Power Solutions

Scope is to provide a replacement for the existing Modicon 984 Compact PLC, presently in a Square D switchboard controlling a Main-Generator ATO. Also, to add a remote touchscreen HMI. The following are clarifications:

Note:

1. Schneider Electric is not responsible for items not listed in this bill of material.
2. The new PLC will be a Modicon M340, mounted on a back pan with terminal boards. Along with the PLC, the ANSI 27/47 relays, the 59 relay, and the 81 relay will be replaced. The relays will be shipped loose. A replacement UPS has also been provided and will ship loose. Also included is an enclosed 15" Magelis touchscreen HMI for remote ATO operation and status.
3. As there is a generator in this ATO scheme, it is assumed that a generator technician will be available if it is found that the generator is not functioning as designed. There is nothing in this quote for generator repairs. If required, it is assumed the associated costs are to be provided by others.
4. Engineering Services have been provided to include system design, drawings, PLC programming, onsite startup, test, and training.
5. It is assumed there is no other breaker control with this scheme such as load shed, etc, other than the Main-Generator ATO.
6. Onsite work estimate is based on off work hours (approximately 6:00 PM to 7:00 AM local time, including Saturdays). No Sunday or Schneider Electric Holiday Premium hours are included. If equipment shutdown requires Premium hour work, it will be charged to the customer.
7. Other than the replacement PLC, the UPS, and protective relays, Schneider Electric assumes all existing hardware is functioning properly. All costs, if any, incurred due to hardware issues not under warranty, are the responsibility of the customer.
8. This proposal is based on a general industrial working environment; any site specific environmental hazards (asbestos, confined spaces... etc) that require special PPE or training are not within the scope of this proposal.
9. Customer responsibilities:
 - A. Customer must provide free and clear access to perform the above work. There will be additional charges for customer delays and for additional trips to the site as a result of work cancellation/reschedule or equipment not ready to be serviced.
 - B. Equipment shutdown may be required to perform work. Customer is responsible for the coordination, cost, and execution of de-energizing equipment as required. The Customer is additionally responsible to provide load bank rental and temporary lighting and 120V power with GFI, if required.
 - C. During onsite work, Schneider personnel will need the assistance of a qualified electrician or facilities technician familiar with the electrical circuits and loads. The electrical escort should be able to provide equipment and document

access and will perform all switching, de-energization, re-energization, grounding and lockout of the equipment as necessary.

D. Customer must ensure safe working conditions at all locations where work to be performed. Customer must provide a list of job site hazards specific to its operation. These may include, but are not limited to, confined spaces, presence of chemicals and contaminants, and other operations in the area. Customer must provide emergency response training or documentation to Schneider Electric employees. Prior to the commencement of work, the facility management must advise employees that hazardous work will be taking place. Areas in which our personnel are working must be restricted to "qualified" personnel only.

E. Change in services due to additional electrical equipment and devices not included in original scope will require a negotiated change order. Approval time on inclusion of out of scope devices is critical in order to avoid re-mobilization charges. We will notify the facility of any out of scope devices within one business day of discovery, the facility will have 48 hours to notify Schneider Electric in writing of their intentions to expand the scope to include the additional equipment without incurring re-mobilization charges.

Pricing

Total PRICE	\$46,010.8
Total Warranty	\$0.00
Total FOB	\$0.00
Quote Total US DOLLARS	<u>\$46,010.80</u>

Seq #	Qty	Product Description	Price Each	Subtotal
1	1	Designation : ATO PLC Product Details: Custom Encl, Equip, and Controls Hardware.	\$7,384.24	7,384.24
2	1	Designation : ATO Touchscreen HMI Product Details: 9788HMI2-T12 Magelis HMIDT732 with HMIG5U	\$6,585.40	6,585.40
3	1	Designation : HMI Graphics Product Details: 9788CUSTGRX01-VIJE0 HMI Graphics Package up to M-G-T-G-M	\$4,679.41	4,679.41
4	1	Designation : Product Details: SMT1500C-APC Smart-UPS 1500VA W/ SmartConnect	\$447.20	447.20
5	1	Designation : Crompton 59 relay Product Details: Custom Encl, Equip, and Controls Hardware.	\$526.24	526.24
6	1	Designation : Crompton 81 relay Product Details: Custom Encl, Equip, and Controls Hardware.	\$897.88	897.88
7	2	Designation : Basler 47/27 relay Product Details: Custom Encl, Equip, and Controls Hardware.	\$401.29	802.59
8	1	Designation : Preconstruction Eval Product Details: 1-OSONSITESERVE01-Essential Services - Core System Commissioning Service Type: Custom Services Type of Solution: 1 Day Custom Scope OnSite Misc System Architecture: Not Required Server Supplier: Not Required Quantity of Devices (Device Configuration): Not Required Total Devices Less Micrologic Trip Units: Not Required Third-Party Device Types Adder: Not Required Formal Commissioning: Not Required System Orientation: Not Required Customer Site Safety Training: Not Required Customer Site Restricted Access Location: Not Required	\$2,296.91	2,296.91
9	1	Designation : Design, Program, Startup Product Details: 1-DZINOFFICE04-Essential Services - Core System Design Service Type: Custom Services Type of Solution: 4 Day CSTM Scope In-Office Misc. Project Guidelines (BID Specifications & Requirements Review): Not Required Documentation: Not Required Quantity of Devices (Network Design & Drawings): Not Required	\$16,836.56	16,836.56

Quantity of Third-Party Device Types: Not Required
Quantity of Standard and/or Custom Enclosure Types: Not Required
Quantity of Work Stations / Servers / PME Installs: Not Required
Special Coordination and Admin Services: Not Required
Essential Services - Core System Commissioning
Service Type: After Hours and Saturday Services
Type of Solution: 3 Day After Hours and Saturday
System Architecture: Not Required
Server Supplier: Not Required
Quantity of Devices (Device Configuration): Not Required
Total Devices Less Micrologic Trip Units: Not Required
Third-Party Device Types Adder: Not Required
Formal Commissioning: Not Required
System Orientation: Not Required
Customer Site Safety Training: Not Required
Customer Site Restricted Access Location: Not Required
1-OSOVERTIMEAFT03-Essential Services - Core System Commissioning
Service Type: After Hours and Saturday Services
Type of Solution: 3 Day After Hours and Saturday
System Architecture: Not Required
Server Supplier: Not Required
Quantity of Devices (Device Configuration): Not Required
Total Devices Less Micrologic Trip Units: Not Required
Third-Party Device Types Adder: Not Required
Formal Commissioning: Not Required
System Orientation: Not Required
Customer Site Safety Training: Not Required
Customer Site Restricted Access Location: Not Required

Seq #	Qty	Product Description	Price Each	Subtotal
10	1	Designation : Drawing Update Product Details: 1-DZINOFFICE01-Essential Services - Core System Design Service Type: Custom Services Type of Solution: 1 Day CSTM Scope In-Office Misc. Project Guidelines (BID Specifications & Requirements Review): Not Required Documentation: Not Required Quantity of Devices (Network Design & Drawings): Not Required Quantity of Third-Party Device Types: Not Required Quantity of Standard and/or Custom Enclosure Types: Not Required Quantity of Work Stations / Servers / PME Installs: Not Required Special Coordination and Admin Services: Not Required	\$1,851.09	1,851.09

Seq #	Qty	Product Description	Price Each	Subtotal
11	1	Designation : Proj Mgmt Product Details: 1-DZINOFFICE02-Essential Services - Core System Design Service Type: Custom Services	\$3,703.28	3,703.28

Type of Solution: 2 Day CSTM Scope In-Office
Misc.
Project Guidelines (BID Specifications &
Requirements Review): Not Required
Documentation: Not Required
Quantity of Devices (Network Design &
Drawings): Not Required
Quantity of Third-Party Device Types: Not
Required
Quantity of Standard and/or Custom Enclosure
Types: Not Required
Quantity of Work Stations / Servers / PME
Installs: Not Required
Special Coordination and Admin Services: Not
Required

300 Armag Avenue
Bardstown, KY 40004 USA
Phone: 502-348-3987
Fax: 502-348-4801



Fed ID: 61-0863964
DUNS: 007991748
www.armagcorp.com

Quotation: 34065R1

Billing Info:

Attention:

Olathe

Customer ID OLATHE

Shipping Info:

Attention:

Marvin Butler

mbutler@olatheks.org
913-971-7974

Olathe Fire Department Bomb Squad

1225 S Hamilton Cir
Olathe, KS 66061

Quote Date: **Friday, October 19, 2018**

Prices are Valid Until Thursday, January 17, 2019

Salesperson: Jonathan Heaton
jonathan.heaton@armagcorp.com
502-348-3987

Payment Terms: Net 30

Available for shipment approximately 12 weeks after receipt of order. Subject to change at time of order.

		Quantity	U/M	Unit Price	Extended Price
Line: 1	Part ID: 969696ATF 8' X 8' X 8' (2438mm x 2438mm x 2438mm) Bureau of Alcohol, Tobacco, and Firearms (ATF) specification, Type 2 explosives storage magazine. Manufactured to meet or exceed construction requirements as described in Title 27 CFR Section 555.208 *Approximate weight per unit: 11000 lbs (4990kg)	2.00 EA		12,664.00	\$25,328.00
Line: 2	Part ID: 6A Anchor bracket with bolt	8.00 EA		106.00	\$848.00
Line: 3	Part ID: 2 NFPA ground kit	4.00 EA		202.00	\$808.00
Line: 4	Part ID: 363636ATF 3' X 3' X 3' (914mm x 914mm x 914mm) Bureau of Alcohol, Tobacco, and Firearms (ATF) specification, Type 2 explosives storage magazine. Manufactured to meet or exceed construction requirements as described in Title 27 CFR Section 555.208 *Approximate weight per unit: 1400 lbs (635kg)	1.00 EA		4,183.00	\$4,183.00
Line: 5	Part ID: 6A Anchor bracket with bolt	4.00 EA		106.00	\$424.00
Line: 6	Part ID: 2 NFPA ground kit	1.00 EA		202.00	\$202.00

Line: 7 Part ID: **DIR**
Direct Freight to Olathe, KS 66061
FOB: Destination
CUSTOMER TO OFFLOAD

1.00 LT	2,840.00	\$2,840.00
Quote Total:		\$34,633.00

Terms and Conditions**1. DELIVERY:**

Terms are FOB point specified on the face of the quote. Armag Corporation shall not be responsible for any delays in filling any Order resulting from this Quotation nor be liable for any costs or damages resulting from such delays. If a specific shipping date is designated either on the face hereof or subsequently by writing signed by Armag Corporation, Armag Corporation shall not be liable for any delays in filling such Order or for any damages suffered by Purchaser by reason of any delay that is directly or indirectly caused by accidents, labor disturbances, strikes, labor shortage, civil unrest, fires, floods, earthquakes, storms, war, hostilities, governmental interference, transportation delays, acts of God, or by any other catastrophe, casualty, or any other cause beyond the control of Armag.

2. LIMITED WARRANTY:

a. Armag Corporation magazines manufactured for commercial customers meet or exceed ATF specifications for the Type and Class quoted.

b. Armag Corporation magazines manufactured for military customers meet or exceed Naval Surface Warfare Center specification NSWC 3046-93-1.

c. Armag Corporation armories meet or exceed Naval Surface Warfare Center specification NSWC 3046-93-2.

d. Armag Corporation warrants that the items fabricated by it under this Quotation and any resulting Sales Order will conform to the description on the face hereof; that it will convey good title thereto: that such items will be delivered free from any lawful security interest or other lien or encumbrance unknown to the Purchaser; and that manufactured items will be free from defects in material and workmanship for a period of 12 months from date of shipment. Paint is warranted against flaking and peeling for a period of 12 months from date of shipment if maintained in accordance with the Owner's Manual.

e. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, BEYOND THOSE STATED HEREIN. In no event shall Armag Corporation be liable for any special, incidental, consequential, or any other damages, or for loss of profits, for any breach of warranty; Armag Corporation's liability and Purchaser's exclusive remedy being expressly limited, at Armag Corporation's option, to 1) the repair of defective goods; 2) the replacement thereof with conforming goods at FOB Bardstown, KY; or 3) the repayment of the purchase price.

3. PAYMENT:

Payment by credit card - Visa, Mastercard and American Express accepted; \$25,000 maximum limit.

4. LIEN RETAINED:

Seller shall retain a lien upon the items described in this Sales Agreement securing payment of all amounts due in full as provided herein. Purchaser shall keep said items free from any and all liens and security interests and agrees to execute and deliver all financing statements and other documents that Armag Corporation may reasonably require to protect its security interest.

5. RISK OF LOSS:

The items described in this Quotation and any resulting Sales Order shall be at the risk of the Purchaser from the time when such items are made available for delivery to Purchaser at the FOB point identified on the face hereof.

6. SELLER'S REMEDIES:

Upon the failure of Purchaser to promptly make any payment due under any Sales Order resulting from this Quotation, or upon any other event of default by Purchaser in the performance of its obligations under any Sales Order resulting from this Quotation, Armag Corporation may, at its option, suspend shipments, cancel the unshipped balance of any Sales Order resulting from this Quotation, and recover from Purchaser all damages incurred by Armag, including but not limited to all loss, costs, damages, expense, lost profits, court costs and attorneys' fees incurred in connection with Purchaser's default and Armag Corporation's attempts to secure performance hereunder and to collect the amounts due and owing to Armag Corporation.

Internal Use Only

Production Completion Date: _____ Delivery Date: _____

**COMPETITION EXCEPTION REPORT**

Competition exception is the decision to purchase without competition through the use of bidding, formal solicitation, request for qualification, or a request for proposal when competition is available.

**SOLE SOURCE**

Only one vendor possesses the unique and singularly available capability to meet the requirement such as technical qualifications, ability to deliver based on distribution restrictions, or services from a public utility. See the Purchasing Manual Section 40.2 for examples.

Procurement Contact: _____

Date: 9/28/18

Department Contact: Engineering - Beth Wright / Neil Meredith

E1 Doc No.: 700930

Total Cost: \$47,515.00

COMMODITY/SERVICE DESCRIPTION:

Professional Services for hydraulic modeling, report preparation, and engineering expertise in delivery of a Preliminary Engineering Study (PES) for 2-C-016-18 Indian Creek Lindenwood (Jamestown to Arrowhead) Stormwater Improvements.

CER/SOLE SOURCE JUSTIFICATION:

This consultant, HNTB Corporation, has previous engineering expertise and experience in this project corridor. They have successfully completed hydraulic modeling, design, and construction of a project immediately downstream and adjacent to 2-C-016-18. The knowledge and experience of HNTB in this corridor separates them as uniquely qualified to work on this project. The expertise they have gained would also eliminate the need for additional consultant coordination, and allow for a consistency through the project corridor that could not be replicated with another consultant. HNTB Corporation will also save time on the schedule, allow for the quickest project deliverables and save the City in cost with reduced fees due to HNTB's accumulated knowledge of the project area. All of these factors are also important to insure the PES is submitted to Johnson County as quickly as possible.

Approved:  _____ **(Department Director)**

Approved:  _____ **(Procurement Manager)**

Over \$25,000:

Approved:  _____ **(City Manager)**

Attach a copy of completed, signed form to requisition or department purchase order.



PRICE AGREEMENT/CONTRACT

Contract for: Traffic Signal Supplies

Agreement Number: **13-4127-06**

Contract Specialist: Shari Pine

Phone Number: 913-971-8926

Contract Period: 05/01/18 - 04/30/19

Vendor Name/Number: Traffic Control Corporation

Contact: Dave MacDonald

Address: 12554 Wedd Street

Phone: 913-653-4157

Overland Park, KS 66213

Fax: 636-305-8201

Department: Mobility - PW

Email: dmacdonald@trafficcontrolcorp.com

Project Number: 16-4127

Council Approval: NA

Agenda Item: NA

Payment Terms: Net 30

Accepts City's P-card: ☒ Yes ☐ No

Contract Items:

Item Description	Qty	Unit	Unit Price
F49092 Controller Cobalt Rack Mount w/data key	1	Each	\$3500.00
F30254-Module 2070-1C	1	Each	\$1600.00
2070C Controller W OGL software	1	Each	\$4075.00
F63972-Controller, Cobalt, Rack Mount w/o data key	1	Each	\$3145.00
332D Cabinet-includes 8" riser	1	Each	\$10,173.00
332D Cabinet W/Alpha BBS	1	Each	\$13,725.00
8" Cabinet Extension	1	Each	\$330.00
336 Cabinet with Riser	1	Each	\$5,925.00

Modification 1 – 03-27-15 – old item 1 - Safetran ASC3RM611100 has been replaced with new controller by Cobalt listed above per vendor – sole distributor.

The following items are added because TCC is now the sole distributor of GTT products.

*500' Spool of GTT 138 Cable \$220.00
*1000' Spool of GTT 138 Cable..... \$440.00
*GTT-721 Detector..... \$535.00
*GTT-764 Phase Selector..... \$2985
*GTT-768 Interface Panel..... \$425.00
*GTT – Harness Assembly 760-P1..... \$75.00

THE CITY OF OLATHE, KANSAS, acting through its City Council, contracts with the vendor named above to supply the goods or services listed in this document, as needed and as requested. The City shall have no financial obligation with this agreement until an order is been placed. The Procurement Manager of the City of Olathe, Kansas, shall be the sole judge of the fulfillment of this contract. Upon any breach of this contract, the Procurement Manager shall have the option to declare this contract void. All modifications to this contract must be in writing and signed by the City's Procurement Manager.

All special conditions, detailed specifications, pricing, terms, and conditions of 13-4127 apply to this price agreement. It is agreed that goods and services delivered must comply with all federal, state, or local laws, and that the contractor shall defend actions or claims brought and hold harmless the City of Olathe from loss, cost, or damage.

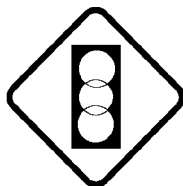
All prices shall be F.O.B. delivery point, unless otherwise indicated. All delivery costs, surcharges, handling, and other charges must be disclosed in writing in the contractor's solicitation response 13-4127. The City will not pay additional surcharges without 30 day prior notification and approval of Procurement Manager. Payment will be made upon completion of delivery of goods or services purchased and submission of invoices to the Accounts Payable Division at apolathe@olatheks.org, or FAX 913-971-8719

City of Olathe - Kansas Tax Exemption Number: KS6XLFHVA1 Expiration Date: October 1, 2020

CITY OF OLATHE

Amy Tharnish, CPA
Assistant Director of Finance Services

Date: 8/22/18


**TRAFFIC CONTROL
CORPORATION**

10435 ARGONNE WOODS DRIVE
WOODRIDGE IL 60517
630-543-1300 Fax: 630-543-5050

Invoice: 109392
INVOICE

Page: 1 of 1
Invoice Date: 10/26/2018
Due Date: 11/25/2018

To: 14932

OLATHE, CITY OF
309 N ROGERS ROAD
PO BOX 768
PUBLIC WORKS
OLATHE KS 66062
USA

Ship To:

OLATHE TRAFFIC OPERATIONS CENTER
309 N. ROGERS RD
OLATHE KS 66062
USA

Fax: A/P Email: JLEIGHTON@OLATHEKS.ORG

Customer PO: ARTIE SANTISTEBAN (EMAIL)	Ship Via: DROP SHIPMENT	Terms: NET 30
Sales Rep: DAVE MACDONALD	Ship Date: 10/25/2018	FOB: DESTINATION-FRT INCLUDED
Order Date: 10/8/2018	Pack Slip No: 98296	Sales Tax ID: KS6XLFHVA1 / OLATHE,
TCC Order No: 716558	RMA No: 0	CITY OF
Location: COLLEGE & K7 - OLATHE, KS		
Project Desc: 332 D CABINET & 2070 CONTROLLER		
Contract:		
Quote Num: 623557		
Tracking Number(s):		

Line	Part Number Description	Revision	Quantity	Unit Price /Per	Ext Price
1	2070C CONTROLLER W/ OGL SOFTWARE STS-2070C1D5500 WITH SOFTWARE		2.00 EA	4,075.00 /1	8,150.00

3-P-003-18.64102

Goods & Services 8,150.00

Total Misc Charges 0.00

Taxes 0.00

TAX DETAIL

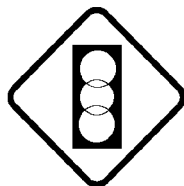
Description	Taxable Amt	Tax Rate	Amount
KSEJOHNSONCNTY	8,150.00	0.000%	0.00

Invoice Total	\$8,150.00
<i>Payment Due:</i>	<i>11/25/2018</i>

Remit To: Traffic Control Corp, 10435 Argonne Woods Drive, Woodridge, IL 60517

Subject to current Terms & Conditions available at www.trafficcontrolcorp.com

Sign up to receive invoices via email. Send request to AccountingDept@TrafficControlCorp.com


**TRAFFIC CONTROL
CORPORATION**

10435 ARGONNE WOODS DRIVE
WOODRIDGE IL 60517
630-543-1300 Fax: 630-543-5050

Page: 1 of 1
Invoice Date: 10/26/2018
Due Date: 11/25/2018

Invoice: 109393
INVOICE
To: 14932

OLATHE, CITY OF
309 N ROGERS ROAD
PO BOX 768
PUBLIC WORKS
OLATHE KS 66062
USA

Ship To:

OLATHE TRAFFIC OPERATIONS CENTER
309 N. ROGERS RD
OLATHE KS 66062
USA

Fax: A/P Email: JLEIGHTON@OLATHEKS.ORG

Customer PO: ARTIE SANTISTEBAN (EMAIL)

Ship Via: 2. FEDEX FREIGHT

Terms: NET 30

Sales Rep: DAVE MACDONALD

Ship Date: 10/25/2018

FOB: DESTINATION-FRT INCLUDED

Order Date: 10/8/2018

Pack Slip No: 98299

Sales Tax ID: KS6XLFHVA1 / OLATHE,
CITY OF

TCC Order No: 716558

RMA No: 0

Location: COLLEGE & K7 - OLATHE, KS

Project Desc: 332 D CABINET & 2070 CONTROLLER

Contract:
Quote Num: 623557

Tracking Number(s):

4119566581

Line	Part Number Description	Revision	Quantity	Unit Price /Per	Ext Price
1	332D CABINET		2.00 EA	10,173.00 /1	20,346.00
	INCLUDES 8" RISER, CONTROLLER AND PLUG-INS NOT INCLUDED				

3-P-003-18.64102

Goods & Services 20,346.00

Total Misc Charges 0.00

Taxes 0.00

TAX DETAIL

Description	Taxable Amt	Tax Rate	Amount
KSEJOHNSONCNTY	20,346.00	0.000%	0.00

Invoice Total **\$20,346.00**
Payment Due: 11/25/2018

Remit To: Traffic Control Corp, 10435 Argonne Woods Drive, Woodridge, IL 60517

Subject to current Terms & Conditions available at www.trafficcontrolcorp.com

Sign up to receive invoices via email. Send request to AccountingDept@TrafficControlCorp.com



PRICE AGREEMENT/CONTRACT

Contract for: Stormwater Management Services

Agreement Number: 17-4171-06

Contract Specialist: Shari Pine

Phone Number: 913-971-9005

Contract Period: 05/01/2018 - 04/30/2019

Vendor Name/Number: Trekk Design Group, LLC

Contact: Trent Robinett, P.E.

Address: 1411 E. 104th St

Phone: _____

Kansas City, MO 64131

Fax: _____

Department: Public Works

Project Number: 17-4171

Council Approval: N/A

Agenda Item: _____

Payment Terms: Net 30

Accepts City's P-card: ☐ Yes ☐ No

Contract Items:

SEE ATTACHED CONTRACT AND FEE SCHEDULE

THE CITY OF OLATHE, KANSAS, acting through its City Council, contracts with the vendor named above to supply the goods or services listed in this document, as needed and as requested. The City shall have no financial obligation with this agreement until an order is been placed. The Procurement Manager of the City of Olathe, Kansas, shall be the sole judge of the fulfillment of this contract. Upon any breach of this contract, the Procurement Manager shall have the option to declare this contract void. All modifications to this contract must be in writing and signed by the City's Procurement Manager.

All special conditions, detailed specifications, pricing, terms, and conditions of 17-4171 apply to this price agreement. It is agreed that goods and services delivered must comply with all federal, state, or local laws, and that the contractor shall defend actions or claims brought and hold harmless the City of Olathe from loss, cost, or damage.

All prices shall be F.O.B. delivery point, unless otherwise indicated. All delivery costs, surcharges, handling, and other charges must be disclosed in writing in the contractor's solicitation response 17-4171. The City will not pay additional surcharges without 30-day prior notification and approval of Procurement Manager. Payment will be made upon completion of delivery of goods or services purchased and submission of invoices to the Accounts Payable Division at apolathe@olatheks.org, or FAX 913-971-8719

City of Olathe - Kansas Tax Exemption Number: KS6XLFHVA1 Expiration Date: October 1, 2020

CITY OF OLATHE

Amy Tharnish, CPA
Assistant Director of Finance Services

Date: 5/25/18

PROPOSED COST

Will only be required of finalists and is due at the time of the interview. Failure to state all costs associated with the service being provided including disclosure of any anticipated travel, printing, or other miscellaneous costs may result in such fees not being honored or paid by the county.

SAMPLE SCOPE OF SERVICES: Research, review and analyze data to determine the benefits of a particular Best Management Practice to minimize the impacts to receiving streams from urban runoff. Information will be collected from the USGS, KDHE, and existing reports. Specific services include data collection, identification of potential BMPs, BMP evaluation, Johnson County urban runoff evaluation, matrixing of the BMPs for effectiveness and feasibility, report preparation, and presentation of results. **DO NOT include expenses in the cost estimate for the sample project. Do NOT include system mgmt. and surveying on page 1.**

PERSONNEL CLASSIFICATION	Assumed Hours	Maximum Hourly Rate	Total \$
Quality Control	24	\$135.00	\$3,240.00
Project Manager	40	\$145.00	\$5,800.00
Project Engineer I	160	\$110.00	\$17,600.00
Project Engineer II	60	\$95.00	\$5,700.00
Technician	40	\$85.00	\$3,400.00
Administrative/Clerical Staff	32	\$75.00	\$2,400.00
Project Engineer (Professional)	16	\$135.00	\$2,160.00
Project Scientist			
Environmental Scientist			
TOTAL			\$40,300.00

STANDARD BILLING RATES

Provide your firm's standard personnel classifications and associated billing rates for staff you anticipate working on projects associated with the scope of service for Stormwater, System Management and Surveying (refer to RFP). These billing rates will be used as the basis for payment for work completed. **Hourly rates used on the sample project must match hourly rates presented on this form.**

PERSONNEL CLASSIFICATION	Hourly Billing Rate
Project Manager	\$145.00
Asset Manager	\$152.00
Survey Manager	\$123.00
Survey Crew	\$155.00
Field Crew	\$126.00
Senior Project Engineer	\$155.00
Project Engineer	\$135.00
Technician	\$85.00
Administrative/Clerical Staff	\$75.00
GIS Analyst	\$107.00
GIS Technician	\$75.00
Survey Party Chief	\$100.00

Provide your firm's standard expenses (printing/plotting, computer, vehicles, other equipment) that you typically charge or envision charging for the completion of this scope of services.

EXPENSE ITEM	UNIT	COST
Mileage	\$0.54/mile	
Equipment Charge	\$7.50/crew hour	



PRICE AGREEMENT/CONTRACT

Contract for: Stormwater Management Services

Agreement Number: 17-4171-04

Contract Specialist: Shari Pine

Phone Number: 913-971-9005

Contract Period: 05/01/2018 - 04/30/2019

Vendor Name/Number: HDR Engineering, Inc.

Contact: Stan A. Christopher, P.E.

Address: 18001 West 106th St., Suite 140

Phone: _____

Olathe, KS 66061

Fax: _____

Department: Public Works

Project Number: 17-4171

Council Approval: N/A

Agenda Item: _____

Payment Terms: Net 30

Accepts City's P-card: ☐ Yes ☐ No

Contract Items:

SEE ATTACHED CONTRACT AND FEE SCHEDULE

THE CITY OF OLATHE, KANSAS, acting through its City Council, contracts with the vendor named above to supply the goods or services listed in this document, as needed and as requested. The City shall have no financial obligation with this agreement until an order is been placed. The Procurement Manager of the City of Olathe, Kansas, shall be the sole judge of the fulfillment of this contract. Upon any breach of this contract, the Procurement Manager shall have the option to declare this contract void. All modifications to this contract must be in writing and signed by the City's Procurement Manager.

All special conditions, detailed specifications, pricing, terms, and conditions of 17-4171 apply to this price agreement. It is agreed that goods and services delivered must comply with all federal, state, or local laws, and that the contractor shall defend actions or claims brought and hold harmless the City of Olathe from loss, cost, or damage.

All prices shall be F.O.B. delivery point, unless otherwise indicated. All delivery costs, surcharges, handling, and other charges must be disclosed in writing in the contractor's solicitation response 17-4171. The City will not pay additional surcharges without 30-day prior notification and approval of Procurement Manager. Payment will be made upon completion of delivery of goods or services purchased and submission of invoices to the Accounts Payable Division at apolathe@olatheks.org, or FAX 913-971-8719

City of Olathe - Kansas Tax Exemption Number: KS6XLFHVA1 Expiration Date: October 1, 2020

CITY OF OLATHE

Amy Tharnish, CPA
Assistant Director of Finance Services

Date: 5/25/18

PROPOSED COST

Will only be required of finalists and is due at the time of the interview. Failure to state all costs associated with the service being provided including disclosure of any anticipated travel, printing, or other miscellaneous costs may result in such fees not being honored or paid by the county.

SAMPLE SCOPE OF SERVICES: Research, review and analyze data to determine the benefits of a particular Best Management Practice to minimize the impacts to receiving streams from urban runoff. Information will be collected from the USGS, KDHE, and existing reports. Specific services include data collection, identification of potential BMPs, BMP evaluation, Johnson County urban runoff evaluation, matrixing of the BMPs for effectiveness and feasibility, report preparation, and presentation of results. **DO NOT include expenses in the cost estimate for the sample project. Do NOT include system mgmt. and surveying on page 1.**

PERSONNEL CLASSIFICATION	Assumed Hours	Maximum Hourly Rate	Total \$
Quality Control	24	\$251	\$6,024
Project Manager	40	\$186	\$7,440
Project Scientist	160	\$126	\$20,160
Environmental Scientist	60	\$142	\$8,520
Technician	40	\$112	\$4,480
Administrative/Clerical Staff	32	\$85	\$2,720
Project Engineer	16	\$160	\$2,560
TOTAL			\$51,904

STANDARD BILLING RATES

Provide your firm's standard personnel classifications and associated billing rates for staff you anticipate working on projects associated with the scope of service for **Stormwater, System Management and Surveying** (refer to RFP).

These billing rates will be used as the basis for payment for work completed. **Hourly rates used on the sample project must match hourly rates presented on this form.**

PERSONNEL CLASSIFICATION	Hourly Billing Rate
Principal/Associate/Contract Manager	\$254
Quality Control	\$251
Senior Project Manager	\$214
Project Manager	\$186
Senior Environmental Scientist	\$167
Environmental Scientist	\$142
Project Scientist	\$126
Senior Engineer	\$205
Project Engineer	\$160
Technician	\$112
GIS Specialist	\$144
Senior CADD Manager	\$135
CADD Drafter	\$110
Registered Surveyor	\$140
Survey Crew	\$169
Accounting	\$105
Administrative/Clerical	\$85

Rates listed above are effective during calendar year 2017 and may be subject to negotiated escalation in subsequent years.

Provide your firm's standard expenses (printing/plotting, computer, vehicles, other equipment) that you typically charge or envision charging for the completion of this scope of services.

EXPENSE ITEM	UNIT	COST
Mileage	Mile	\$0.535
Subconsultant services	L.S.	Net Cost

☒ **COMPETITION EXCEPTION REPORT**

Competition exception is the decision to purchase without competition through the use of bidding, formal solicitation, request for qualification, or a request for proposal when competition is available.

☐ **SOLE SOURCE**

Only one vendor possesses the unique and singularly available capability to meet the requirement such as technical qualifications, ability to deliver based on distribution restrictions, or services from a public utility. See the Purchasing Manual Section 40.2 for examples.

Procurement Contact: _____

Date: 11/19/2018

Department Contact: Nate Baldwin

E1 Doc No.: 700937 **Total Cost:** \$32,785

COMMODITY/SERVICE DESCRIPTION:

The Professional Services Agreement with TranSystems will provide an updated concept plan and cost estimate to raise the BNSF tracks on the west side of town (update the 2004 plan they completed) and to provide a concept plan and cost estimate to elevate only the BNSF tracks at Harold Street and Woodland Street.

CER/SOLE SOURCE JUSTIFICATION:

In 2004, TranSystems completed a plan and cost estimates for options to raise the BNSF mainline tracks throught Olathe to eliminate many of the existing at grade crossings. This previous work allows TranSystems to provide the requested services quicker and cheaper than other engineering firms would be able to.

Approved: _____ (Department Director)

Approved: _____ (Procurement Manager)

Over \$25,000:
Approved: _____ (City Manager)

Attach a copy of completed, signed form to requisition or department purchase order.

☒ **COMPETITION EXCEPTION REPORT**

Competition exception is the decision to purchase without competition through the use of bidding, formal solicitation, request for qualification, or a request for proposal when competition is available.

☐ **SOLE SOURCE**

Only one vendor possesses the unique and singularly available capability to meet the requirement such as technical qualifications, ability to deliver based on distribution restrictions, or services from a public utility. See the Purchasing Manual Section 40.2 for examples.

Procurement Contact: Shari Pine

Date: 5/14/18

Department Contact: Aimee Nassif

E1 Doc No.: OF **Total Cost:** 35,900

700942

COMMODITY/SERVICE DESCRIPTION:

A planner is needed to assist with necessary code updates to our Architectural Regulations within the UDO. This is a priority assignment and hiring an outside consultant who has written codes such as this before will assist us as we continue to receive a high volume of planning cases.

CER/SOLE SOURCE JUSTIFICATION:

Architetural code writing is a specialized area and not many outside consultants have this technical expertise. Confluence has written numerous architectural standards, understands the City's desire for quality of development and has knowledge of latest sustainability best practices in architecture and knowledge of accepted architectural building materials which are frequently used throughout the area and are standard practice in the industry. We need to have our regulations updated this year which will not be possible due to current workload without the assistance of Confluence.

Approved: [Signature] **(Department Director)**

Approved: [Signature] **(Procurement Manager)**

Over \$25,000:
Approved: [Signature] **(City Manager)**

Attach a copy of completed, signed form to requisition or department purchase order.

INVOICE



1221 E 13TH ST
KANSAS CITY MO 64106-3116

Invoice Questions Please Call or Email

816-329-5600 or ARQuestions@graybar.com

Invoice No: 9307662010
Invoice Date: 12/12/2018
Account Number: 0000242031
Account Name: OLATHE CITY OF-C/D

Remit Payments To:

GRAYBAR ELECTRIC CO.
PO BOX 504490
SAINT LOUIS MO 63150-4490

14618 1 AB 0.408 E0346X I0581 D4328799824 S2 P5974590 0001:0001



CITY OF OLATHE
ACCOUNTING DIVISION
PO BOX 768
OLATHE KS 66051-0768

Ship to:
CITY OF OLATHE
TRAFFIC OPERATIONS CENTER
ATTN: ARTIE SANTISTEBAN 913-971-5103
309 N ROGERS
OLATHE KS 66062

Order No. 318531					SO#: 366112194	
Del. Doc. #:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To
0366112194			12/10/2018	FACTORY		
Signed For By:						
Quantity	Catalog # / Description			Unit Price / Unit		Amount
10	4220-1000 COHUHD COSTAR LLC			2575.00 / 1		25,750.00
10	7610203-002 COHUHD COSTAR LLC			43.50 / 1		435.00
10	7412007-00 COHUHD COSTAR LLC			125.00 / 1		1,250.00
10	8518-2 COHUHD COSTAR LLC			255.00 / 1		2,550.00
Terms of Payment 1% 15 Days, net 30 Days As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.				Sub Total Freight & Handling Tax Total Due Cash Discount (if paid within terms)		29,985.00 0.00 0.00 29,985.00 299.85-

SUBJECT TO THE STANDARD TERMS AND CONDITIONS LISTED ON WWW.GRAYBAR.COM.



1221 E 13TH ST
KANSAS CITY MO 64106-3116
Phone: 816-329-5600
Fax: 816-221-3510

To: OLATHE CITY OF-C/D
200 WEST SANTA FE
OLATHE KS 66061
Attn: NICOLE AVERELL
Phone: 913-393-6038
Fax:
Email: brian.rothrock@graybar.com

Date: 11/19/2018
Proj Name: COHU
GB Quote #: 0231482282
Release Nbr:
Purchase Order Nbr:
Additional Ref#
Valid From: 11/19/2018
Valid To: 12/19/2018
Contact: BRIAN ROTHROCK
Email: brian.rothrock@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Notes: PRICED OFF US COMMUNITIES CONTRACT #EV2370

Note: Includes extended warranty, additional two years plus the standard 3 years for a total of 5 year warranty period

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100	10 EA COHUHD COSTAR			4220-1000		\$2,575.00	1	\$25,750.00
Item Note: COHUHD RISE 4220HD SERIES H.264 DOME CAMERA SYSTEM, WITH SEALED AND PRESSURIZED IP68 PROTECTION, RJ45 PIGTAIL CONNECTOR, POE++ 60W OPERATING POWER, WITHOUT ACCESSORY SIGNALS, -34C TO 74C OPERATING RANGE, HD 1080P30 DAY/NIGHT CAMERA WITH 30X OPTICAL ZOOM LENS, EIS AND AUTO DEFOG MSRP \$4259.00								
200	10 EA COHUHD COSTAR			7610203-002		\$43.50	1	\$435.00
Item Note: RJ45 IP67 COUPLER, 6MM OR 8.2MM CABLE DIAMETER MSRP \$58.00								
300	10 EA COHUHD COSTAR			7412007-00		\$125.00	1	\$1,250.00
Item Note: POE++ INJECTOR, 70 WATT, UNIVERSAL AC INPUT, TS2 RATED, AC PLUG MSRP \$176.00								

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill.
Unless noted the estimated ship date will be determined at the time of order placement.

To: OLATHE CITY OF-C/D
200 WEST SANTA FE
OLATHE KS 66061
Attn: NICOLE AVERELL

Date: 11/19/2018
Proj Name: COHU
GB Quote #: 0231482282

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

400	10 EA	COHUHD COSTAR	8518-2	\$255.00	1	\$2,550.00
Item Note: 8518-2, DOME POLE MOUNT BRACKET SET, LARGE SIZE						
MSRP \$381.00						

Total in USD (Tax not included): \$29,985.00

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To: OLATHE CITY OF-C/D
200 WEST SANTA FE
OLATHE KS 66061
Attn: NICOLE AVERELL

Date: 11/19/2018
Proj Name: COHU
GB Quote #: 0231482282

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

GRAYBAR ELECTRIC COMPANY, INC. TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.

2. PRICES AND SHIPMENTS - Unless otherwise quoted, prices shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill.

3. RETURN OF GOODS - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling.

4. TAXES - Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.

5. DELAY IN DELIVERY - Graybar is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in shipment or delivery.

6. LIMITED WARRANTIES - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.

7. LIMITATION OF LIABILITY - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.

8. WAIVER - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.

9. MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.

10. REELS - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.

11. CERTIFICATION - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.

12. FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.

13. ASSIGNMENT - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.

14. GENERAL PROVISIONS - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.

15. PAYMENT TERMS - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.

16. EXPORTING - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.

Signed: _____

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

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Unless noted the estimated ship date will be determined at the time of order placement.



PRICE AGREEMENT/CONTRACT

Contract for: Specialty Tank Cleaning and Inspection Services

Agreement Number: 18-0007

Contract Specialist: Shari Pine

Phone Number: 971-9005

Contract Period: 04/01/2018 - 03/31/2019

Vendor Name/Number: Hydro-Klean, LLC

Contact: Mike Ingham

Address: 333 NW 49th Place
Des Moines, IA 50313

Phone: 913-660-4107

Department: Public Works

Email: mingham@hydro-klean.com

Project Number: 18-0007

Council Approval: N/A

Agenda Item: N/A

Payment Terms: Net 30

Accepts City's P-card: ☐ Yes ☒ No

Contract Items:

Specialty Cleaning and Inspection Services to include:

Cleaning, Inspection and Repair of Chemical Tanks
Water Storage Tanks Cleaning and Disinfection
Oxidation Ditch Cleaning

Requests for quotes and/or bids should be directed to:

Mike Ingham
Director of Sales
Hydro-Klean, LLC
(913)660-4107
mingham@hydro-klean.com

THE CITY OF OLATHE, KANSAS, acting through its City Council, contracts with the vendor named above to supply the goods or services listed in this document, as needed and as requested. The City shall have no financial obligation with this agreement until an order is been placed. The Procurement Manager of the City of Olathe, Kansas, shall be the sole judge of the fulfillment of this contract. Upon any breach of this contract, the Procurement Manager shall have the option to declare this contract void. All modifications to this contract must be in writing and signed by the City's Procurement Manager.

All special conditions, detailed specifications, pricing, terms, and conditions of 18-0007 apply to this price agreement. It is agreed that goods and services delivered must comply with all federal, state, or local laws, and that the contractor shall defend actions or claims brought and hold harmless the City of Olathe from loss, cost, or damage.

All prices shall be F.O.B. delivery point, unless otherwise indicated. All delivery costs, surcharges, handling, and other charges must be disclosed in writing in the contractor's solicitation response 18-0007. The City will not pay additional surcharges without 30 day prior notification and approval of Procurement Manager. Payment will be made upon completion of delivery of goods or services purchased and submission of invoices to the Accounts Payable Division at apolathe@olatheks.org, or FAX 913-971-8719

City of Olathe - Kansas Tax Exemption Number: KS6XLFHVA1 Expiration Date: October 1, 2020

CITY OF OLATHE

Amy Tharnish, CPA
Assistant Director of Finance Services

Date: 4/11/18



Des Moines, IA Mankato, MN Rogers, MN Sioux Falls, SD Watertown, SD
 Bovey, MN Kansas City, KS Wausau, WI

PROPOSAL

Bill To:

City of Olathe, KS
 Accounts Payable
 Po Box 768
 Olathe, KS 66051-0768

Ship To:

City of Olathe, KS
 27065 W. 83rd Street
 Lenexa, KS 66227

Date	Expires
11/7/2018	1/6/2019
Hydro-Klean Quote Number	Delivery / Availability
QTE042573	As Schedule Permits
Prepared By	
Michael Ingham	
Freight On Board	
Terms	
Net 30	

Quantity	Units	Description	Price	Amount
----------	-------	-------------	-------	--------

Projected probable project cost to perform the following tasks on a time and materials basis:

Hydro-Klean, LLC (HK) will provide labor and equipment to clean the interior surfaces of clarifier basin No. 3 located at Water Treatment Plant No. 2. HK will utilize a hydroblaster to clean the interior sidewalls and spires of the clarifier. An industrial vacuum truck will be used to remove the residual contents of the clarifier and removed material. All removed material will be deposited onsite at the direction of City personnel.

The actual time and materials required to complete the project will be invoiced. Variations in the work scope will require execution of a change order.

50.00 Hours	Industrial Vac Truck	\$136.00	\$6,800.00
50.00 Hours	Hydroblaster	\$170.00	\$8,500.00
5.00 Day	Utility Truck	\$255.00	\$1,275.00
100.00 Foot	Disposable Vacuum Hose	\$3.00	\$300.00
5.00 Day	Vacuum Pipe Trailer	\$298.00	\$1,490.00
5.00 Hours	Confined Space Entry - OSHA 1910.146	\$250.00	\$1,250.00
5.00 Day	Articulating Man Lift (60' 4-WD)	\$396.50	\$1,982.50
1.00 Each	Miscellaneous Tools and Equipment	\$300.00	\$300.00
1.00 Each	Fuel Surcharge (20% on Equipment Only)	\$3,060.00	\$3,060.00
40.00 Labor hr	Lead Service Technician - Straight Time	\$71.00	\$2,840.00
10.00 Labor hr	Lead Service Technician - Overtime	\$89.00	\$890.00
160.00 Labor hr	Service Technician (4) - Straight Time	\$64.00	\$10,240.00
40.00 Labor hr	Service Technician (4) - Overtime	\$84.00	\$3,360.00



Des Moines, IA	Mankato, MN	Rogers, MN	Sioux Falls, SD	Watertown, SD
	Bovey, MN	Kansas City, KS	Wausau, WI	
8.00 Each	Personal Protective Equipment Kit - Level D		\$76.50	\$612.00

*NOTE: Proposal does not include any applicable taxes

Prepared By: Michael Ingham
 Approved By: Wade Anderson
 Accepted By: _____
 Title: _____

Title: Director of Sales
 Title: President
 Date: _____
 PO#: _____

*Total
\$42,899.50

**COMPETITION EXCEPTION REPORT**

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**SOLE SOURCE**

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Procurement Contact: Shari Pine

Date: November 19, 2018

Department Contact: Tonya Roberts **E1 Doc No.:** 15788 **Total Cost:** \$25,282.50

COMMODITY/SERVICE DESCRIPTION:

Ditch Witch FX30 Vac System

CER/SOLE SOURCE JUSTIFICATION:

The Utility Maintenance Section of Public Works has been renting a trailer mounted vac system for several months. This unit has been used in the maintenance, repair and construction of city water and sewer infrastructure. DitchWitch has applied 100% of rental costs towards the purchase of the rental unit bringing the total cost down from \$55,500 to just over \$25,000.

This purchase will be made from Utility Maintenance Budgets.

Approved: _____ **(Department Director)**

Approved: _____ **(Procurement Manager)**

Over \$25,000:
Approved: _____ **(City Manager)**

Attach a copy of completed, signed form to requisition or department purchase order.



PRICE AGREEMENT/CONTRACT

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Agreement Number: 18-0007

Contract Specialist: Shari Pine

Phone Number: 971-9005

Contract Period: 04/01/2018 - 03/31/2019

Vendor Name/Number: Hydro-Klean, LLC

Contact: Mike Ingham

Address: 333 NW 49th Place
Des Moines, IA 50313

Phone: 913-660-4107

Department: Public Works

Email: mingham@hydro-klean.com

Project Number: 18-0007

Council Approval: N/A

Agenda Item: N/A

Payment Terms: Net 30

Accepts City's P-card: ☐ Yes ☒ No

Contract Items:

Specialty Cleaning and Inspection Services to include:

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Mike Ingham
Director of Sales
Hydro-Klean, LLC
(913)660-4107
mingham@hydro-klean.com

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City of Olathe - Kansas Tax Exemption Number: KS6XLFHVA1 Expiration Date: October 1, 2020

CITY OF OLATHE

Amy Tharnish, CPA
Assistant Director of Finance Services

Date: 4/11/18



Des Moines, IA

Mankato, MN

Rogers, MN

Sioux Falls, SD

Watertown, SD

Bovey, MN

Kansas City, KS

Wausau, WI

PROPOSAL

Bill To:

City of Olathe, KS
Accounts Payable
Po Box 768
Olathe, KS 66051-0768

Ship To:

City of Olathe, KS
27065 W. 83rd St.
Lenexa, KS 66227

Date	Expires
11/7/2018	1/6/2019
Hydro-Klean Quote Number	Delivery / Availability
QTE042574	As Schedule Permits
Prepared By	
Michael Ingham	
Freight On Board	
Terms	
Net 30	

Quantity	Units	Description	Price	Amount
----------	-------	-------------	-------	--------

Lump sum quotation to perform the following tasks:

Hydro-Klean, LLC (HK) will contract with Indelco (Edwards FRP) to have the interior of the sodium hypochlorite tank relined to industry specifications.

Quotation includes all mobilization, equipment and personnel required to complete the project as described to Hydro-Klean by the client. Variations in the work scope will require execution of a change order.

1.00	Each	Sodium Hypochlorite Tank Relining	\$29,160.00	\$29,160.00
------	------	-----------------------------------	-------------	-------------

*NOTE: Proposal does not include any applicable taxes

Prepared By: Michael Ingham

Title: Director of Sales

Approved By: Wade Anderson

Title: President

Accepted By: _____

Date: _____

Title: _____

PO#: _____

***Total**

\$29,160.00



Turn-Key Mobile, Inc.

210 Prodo Drive
Jefferson City, MO 65109

573-893-9888 Office 314-754-9794 Fax

Proposal

Date	Proposal #
12/5/2018	22539

Name / Address
City of Olathe Police Department 501 E Old 56 Hwy Olathe, KS 66061

Sales Rep	Prepared By	PO #	Accepted By
BH	Terry		

Item	Description	Qty	Rate	Total
CF-311D-01VM	Panasonic Public Sector Specific - Elite XL, Win10 Pro, Intel Core i7-5600U 2.60GHz, vPro, 13.1" XGA Touch, 16GB(8+8), 256GB SSD, Intel WiFi a/b/g/n/ac, TPM, Bluetooth, Dual Pass (Upper:WWAN/Lower:Selectable), No PC/Expresscard, 4G LTE Multi Carrier (EM7355), No Webcam, GPS, Fingerprint, Emissive Backlit Keyboard, Multi-drive, Toughbook Preferred, CF-SVCPDEP3Y - Toughbook & Toughpad Premier Deployment - Includes Imaging, Customer Portal Access, Multilocation Shipping and Disk Image Management at the Panasonic National Service Center (Years 1,2,3), CF-SVCLTNF3YR - Protection Plus Warranty - Laptop (Years 1, 2 &3), CF-SVC256SSD3Y - 256GB SSD - Toughbook No return of defective drive (Years 1,2 & 3)	6	4,037.00	24,222.00
CF-SVCPSY4	Panasonic Service Bundle 4th year Public Safety Service Bundle Add on (Year 4 only). Must be purchased in conjunction with PS bundle base unit. Includes Premier, Protection Plus, Customer Portal, Disk Image Management, HDD No Return	6	315.00	1,890.00
PA-1580-1921	Lind Electronics Bare Wire DC Power Adapter 120 watt compatible with Panasonic CF-53, CF-54, CF-74, CF-31, CF-33	6	125.00	750.00
Contract-National IPA	National IPA Contract # 171725-01 www.nationalipa.org			0.00

Proposals are good for 30 days. Please ask your rep for updated pricing and availability.

Total

\$26,862.00

Shipping is included.

Signature _____

INTEGRATION PROPOSAL

Prepared for: Olathe Fire Department
Project: Training Room AV Upgrades
Date: 12/12/2018, Valid 30 Days

SCOPE

PROVIDE & INSTALL

Video

- (2) New 5,200 Lumens Projectors
 - HDTV Aspect
 - Includes New Ceiling Mounting System per Projector
- (2) New Fixed Frame Projection Screens
 - HDTV Aspect
 - 133" Diagonal Surface
- (6) New 4K Capable Streaming Transceivers
 - 1 Per Projector Configured to Receive
 - 2 Per Lectern Configured to Transmit
 - Includes Rackmount Kits for Lectern Units
- (2) New HDMI Adapter Rings
 - 4K Mini Display Port to HDMI
 - Lightning to HDMI
 - Apple USB C to HDMI

Audio

- New Integrated Audio Processor
 - 8 Inputs, 8 Outputs, 8 Flex I/O
 - On-board Systems Control Processor
 - Includes Integrated Automatic Microphone Feedback Suppression
- (2) New Wireless Microphones
 - 1 Hand Held, 1 Lapel
- New Power Amplifier
 - Connects to Existing Room Speakers
 - 2 Channels to Support Divisible Room

Control

- (2) New Table Top Mounted Touch Screen Controllers
 - 1 Per Lectern
 - Provides Controls for Audio, Video, Room Combine, & Projector Power
- (2) New Managed Network Switches
 - 1 Per Lectern
 - Manages Control Communication Between Devices



Kansas City Office
7820 Barton
Lenexa, KS 66214

913-948-6666
913-948-6667 Fax

Lectern

- (2) New Presentation Lecterns
 - Empire Mahogany Finish
 - Flip Up Shelf on Side
- New Power Conditioner per Lectern
- New UPS Battery Backup in Main Lectern

Streaming & Recording Option

- New Video Capture/Streaming Appliance
 - Capture/Stream/Record Video & Audio
 - Integrated Touch Screen Preview Monitor
- New Pan/Tilt/Zoom HD Camera
 - 20x Optical Zoom
- New USB Laptop AV Bridge
 - Connects Laptop for Streaming



Kansas City Office
7820 Barton
Lenexa, KS 66214

913-948-6666
913-948-6667 Fax

PRICING

Equipment – Includes Cabling & Installation Materials	\$31,490.04
Labor - Installation, & Testing	\$8,602.54
Total	\$40,092.58
Streaming & Recording Option Includes Installation & Programming	\$10,181.73

KS Contract #42597

PAYMENT SCHEDULE

Deposit: 50% of Total Project
Final Payment: Due at Project Completion or First Beneficial Use

CUSTOMER ACCEPTANCE:

Signed _____

Date _____

Name _____

Title _____

This document is proprietary and confidential. No part of this document may be disclosed in any manner to a third party without the prior written consent of CCS Presentation Systems.



CCS PRESENTATION SYSTEMS
7820 Barton
Lenexa, KS 66214
913-948-6666 Fax: 913-948-6667
www.ccsprojects.com

Billing Questions? Contact us at:
billing@ccsprojects.com

Invoice

132D

12/20/2018

Sales Order: tbd
Page: 1
PO # 318552 000 OP
Customer:
Sales Person: GB

Sold To

Olathe Fire Department
attn: Accounts Payable
1225 S. Hamilton Circle
Olathe, KS 66061

Ship To

Olathe Fire Department
attn: Accounts Payable
1225 S. Hamilton Circle
Olathe, KS 66061

Contact: Garrett Boal
913-648-6666

Customer PO

Ship Via

Due Date

Terms

UPSGROUND

IMMEDIATE

Item

Description

Qty Open

Qty Shipped

Price

Olathe Fire Department Admin Conference Room

50% Deposit

20,046.29

PLEASE REMIT TO:

7820 Barton
Lenexa, KS 66214

CCS Federal Tax ID : 26-3778974

Subtotal 20,046.29

Sales Tax 0.00

Payment/Credit Amount

Balance 20,046.29

ROC 140448

Invoices subject to 1 1/2% Interest charge
per month if not paid within terms.

This information is confidential and may be legally
privileged. It is intended solely for the addressee.



PRICE AGREEMENT/CONTRACT

Contract for: Stormwater Management Services

Agreement Number: 17-4171-03

Contract Specialist: Shari Pine

Phone Number: 913-971-9005

Contract Period: 05/01/2018 - 04/30/2019

Vendor Name/Number: George Butler Assoc., Inc

Contact: Leslie G. Barnt, P.E., CFM

Address: 9801 Renner Boulevard

Phone: _____

Lenexa, KS 66219

Fax: _____

Department: Public Works

Project Number: 17-4171

Council Approval: N/A

Agenda Item: _____

Payment Terms: Net 30

Accepts City's P-card: ☐ Yes ☐ No

Contract Items:

SEE ATTACHED CONTRACT AND FEE SCHEDULE

THE CITY OF OLATHE, KANSAS, acting through its City Council, contracts with the vendor named above to supply the goods or services listed in this document, as needed and as requested. The City shall have no financial obligation with this agreement until an order is been placed. The Procurement Manager of the City of Olathe, Kansas, shall be the sole judge of the fulfillment of this contract. Upon any breach of this contract, the Procurement Manager shall have the option to declare this contract void. All modifications to this contract must be in writing and signed by the City's Procurement Manager.

All special conditions, detailed specifications, pricing, terms, and conditions of 17-4171 apply to this price agreement. It is agreed that goods and services delivered must comply with all federal, state, or local laws, and that the contractor shall defend actions or claims brought and hold harmless the City of Olathe from loss, cost, or damage.

All prices shall be F.O.B. delivery point, unless otherwise indicated. All delivery costs, surcharges, handling, and other charges must be disclosed in writing in the contractor's solicitation response 17-4171. The City will not pay additional surcharges without 30-day prior notification and approval of Procurement Manager. Payment will be made upon completion of delivery of goods or services purchased and submission of invoices to the Accounts Payable Division at apolathe@olatheks.org, or FAX 913-971-8719

City of Olathe - Kansas Tax Exemption Number: KS6XLFHVA1 Expiration Date: October 1, 2020

CITY OF OLATHE

Amy Tharnish, CPA
Assistant Director of Finance Services

Date: 5/25/18

PROPOSED COST

Will only be required of finalists and is due at the time of the interview. Failure to state all costs associated with the service being provided including disclosure of any anticipated travel, printing, or other miscellaneous costs may result in such fees not being honored or paid by the county.

SAMPLE SCOPE OF SERVICES: Research, review and analyze data to determine the benefits of a particular Best Management Practice to minimize the impacts to receiving streams from urban runoff. Information will be collected from the USGS, KDHE, and existing reports. Specific services include data collection, identification of potential BMPs, BMP evaluation, Johnson County urban runoff evaluation, matrixing of the BMPs for effectiveness and feasibility, report preparation, and presentation of results. **DO NOT include expenses in the cost estimate for the sample project. Do NOT include system mgmt. and surveying on page 1.**

PERSONNEL CLASSIFICATION	Assumed Hours	Maximum Hourly Rate	Total \$
Quality Control/Senior Associate	24	\$225	\$5400
Project Manager/Senior Scientist	40	\$170	\$6800
Project Scientist/AES III	160	\$100	\$16,000
Environmental Scientist/AES II	60	\$120	\$7200
Technician/DT1	40	\$98	\$3920
Administrative/Clerical Staff/AA1	32	\$78	\$2496
Project Engineer/AES 1	16	\$145	\$2320
TOTAL			\$44,136

STANDARD BILLING RATES

Provide your firm's standard personnel classifications and associated billing rates for staff you anticipate working on projects associated with the scope of service for **Stormwater, System Management and Surveying** (refer to RFP). These billing rates will be used as the basis for payment for work completed. **Hourly rates used on the sample project must match hourly rates presented on this form.**

PERSONNEL CLASSIFICATION	Hourly Billing Rate
Senior Associate/Contract Manager/Quality Control (Senior Associate)	\$225
Project Manager (Approx. 15-20 years experience) (Senior Engineer/Scientist)	\$170
Project Engineer-Scientist/Team Leader (Approx 10-15 years experience) (AES I)	\$145
Project Engineer-Scientist (Approx 5-10 years experience) (AES II)	\$120
Project Engineer-Scientist (Approx 1-5 years experience) (AES III)	\$100
Senior Technician (SET)	\$130
Design Technician 1 (DT1)	\$98
Design Technician 2 (DT2)	\$78
Construction Observer 1 (CO1)	\$105
Field Technician 1 (FT1)	\$88
Administrative Assistant 1 (AA1)	\$78
Professional Land Surveyor (PLS)	\$120

Provide your firm's standard expenses (printing/plotting, computer, vehicles, other equipment) that you typically charge or envision charging for the completion of this scope of services.

EXPENSE ITEM	UNIT	COST
Company Pick-Up Truck/Car/Personal Vehicle	Per Mile	\$0.53
Survey Equipment (Real Tim Kinematic GPS	Per Hour	\$60
Flow Monitoring (90 day base period, includes installation)	Meter-day	\$48
Rainfall Monitoring (90 day base period)	Meter-day	\$20

INVOICE # 00061243-OLKSCCAP
INVOICE DATE: 12/14/2018

This is a 2-page invoice.

EMAIL TO FKODER@OLATHEKS.ORG

TO:
 CITY OF OLATHE - ACCOUNTING DIVISION
 PO BOX 768
 OLATHE, KS 66051-0768

SHIPPED TO:
 OLATHE-CEDAR CREEK WWTP
 25915 WEST 119TH STREET
 OLATHE, KS 66061

Johnson County Cooperative #2016-004

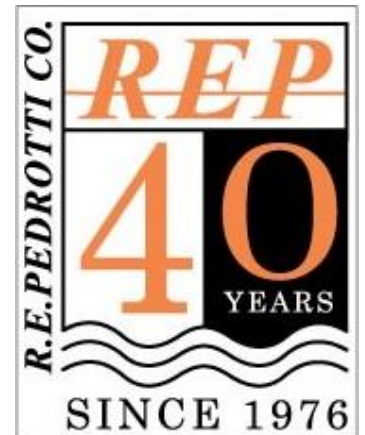
ATTN: FLOYD KODER

YOUR ORDER #	F.O.B.	SHIPPED VIA	SHIP DATE
15813 OR	FOB Ship Point Prepaid	UPS	12/17/2018

QTY	PART NUMBER	DESCRIPTION	PRICE	AMOUNT
4.00	107047Y	NITRALYT CHLORIDE ELECTRODE	460.00	1,840.00
4.00	107045Y	NITRALYT NITRATE ELECTRODE	460.00	1,840.00
10.00	107046Y	VARION PLUS POTASIUUM ELECTRODE	460.00	4,600.00
14.00	107042Y	AMMONIA REFERENCE ELECTRODE	663.00	9,282.00
10.00	107044Y	VARION PLUS NH4 AMMONIUM ELECT	460.00	4,600.00
2.00	109125Y	ORP COMBO ELECTRODE	425.00	850.00
4.00	109117Y	PH COMBO ELCTRD 2-12PH	200.00	800.00
5.00	201654Y	SENSOR REPLACEMENT CAP IQ 700	146.00	730.00
2.00	600012Y	VISOLIDS 700 IQ - SUSP-SOLIDS	3,500.00	7,000.00

TERMS: Due Net 30 Days After Date of Invoice
 1.5% Per Month [18APR] will be added to Past Due Accounts

SALES TAX: If tax exempt status is claimed, please forward a copy of your certificate to netter@repedrotti.com



REP R.E. Pedrotti Co., Inc.

Instrumentation, Controls & Computer Systems
5855 BEVERLY AVE * SUITE A * MISSION, KS 66202
(913) 677-3366 FAX (913) 677-3460
www.repedrotti.com

INVOICE # 00061243-OLKSCCAP
INVOICE DATE: 12/14/2018

TO:
CITY OF OLATHE - ACCOUNTING DIVISION
PO BOX 768
OLATHE, KS 66051-0768

SHIPPED TO:
OLATHE-CEDAR CREEK WWTP
25915 WEST 119TH STREET
OLATHE, KS 66061

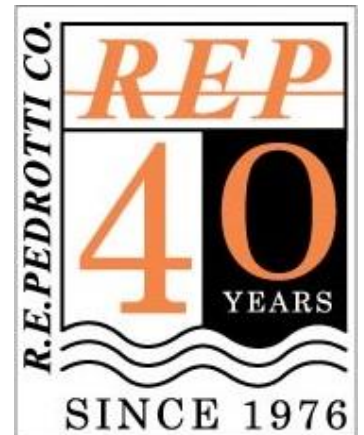
ATTN: FLOYD KODER

YOUR ORDER #	F.O.B.	SHIPPED VIA	SHIP DATE
15813 OR	FOB Ship Point Prepaid	UPS	12/17/2018

QTY	PART NUMBER	DESCRIPTION	PRICE	AMOUNT
			SUB-TOTAL	31,542.00
			SHIPPING & HANDLING	
			SUB-TOTAL	31,542.00
			KS tax exempt	
			TOTAL	\$31,542.00

TERMS: Due Net 30 Days After Date of Invoice
1.5% Per Month [18APR] will be added to Past Due Accounts

SALES TAX: If tax exempt status is claimed, please forward a copy of your certificate to netter@repedrotti.com





City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/22/2019

DEPARTMENT: Communications and Customer Service

STAFF CONTACT: Tim Danneberg

SUBJECT: Presentation Regarding Council Goal of Regional Engagement

ITEM DESCRIPTION:

Presentation updating Council on City efforts and initiatives regarding regional engagement and leadership.

SUMMARY:

During the 2018 Olathe City Council retreat, the Council identified a goal of ensuring the City of Olathe is fully engaged in the region and in a position to lead and/or influence key regional issues impacting the City.

Staff will present an update outlining regional engagement activities and initiatives in key areas.

FINANCIAL IMPACT:

none

ACTION NEEDED:

Accept presentation and provide direction and feedback if warranted.

ATTACHMENT(S):

None