



1. **CALL TO ORDER**

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

3. **PLEDGE OF ALLEGIANCE**

4. **SPECIAL BUSINESS**

- A. Proclamation declaring Chiefs Day in recognition of the AFC Champions, the Kansas City Chiefs.

Staff Contact: Liz Ruback

- B. Proclamation designating February as African-American Heritage Month.

Staff Contact: Liz Ruback

- C. Consideration of Resolution No. 20-1015 reappointing members to the Olathe Public Art Committee.

Staff Contact: Liz Ruback

Action needed: Consider a motion to approve or deny.

- D. Presentation on Johnson County by Commissioners Mike Brown and Michael Ashcraft. (20 mins)

Staff Contact: Liz Ruback

- E. Presentation by ETC Institute on the results of the 2019 DirectionFinder Survey. (30 mins)

Staff Contact: Dianna Wright and Sarah Doherty

5. **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 approval of the City Council meeting minutes of January 21, 2020.

Staff Contact: Ron Shaver and David Bryant

- B.** Consideration of drinking establishment renewal applications for El Mariachi Mexican Food and Cantina, located at 107 N. Parker and Hy-Vee Market Grille #1463, located at 14955 W. 151st Street.
Staff Contact: Ron Shaver and Brenda Long
- C.** Consideration of business expense statement for City Manager, Michael Wilkes, for expenses incurred to attend the Alliance for Innovation Board Meeting in Phoenix, AZ, January 23-25, 2020.
Staff Contact: Kim Delana
- D.** Consideration of business expense statement for Mayor Copeland for expenses incurred to attend the U.S. Conference of Mayors in Washington, D.C., January 22-24, 2020.
Staff Contact: Kim Delana
- E.** Consideration of a real estate contract with Day3 Development, LLC.
Staff Contact: Michael Meadors and Ron Shaver
- F.** Consideration for the purchase of Tasers for the Police Department from Axon Enterprises, Inc.
Staff Contact: Mike Butaud and Amy Tharnish
- G.** Consideration of an agreement with Construction DesignWorks, LLC for design and construction of the Temporary Downtown Library Project, PN 6-C-001-20.
Staff Contact: Mary Jaeger and Beth Wright
- H.** Consideration of Engineer's Estimate, acceptance of bids and award of contract to Phoenix Concrete, LLC for construction of the 2020 Local and Collector Street Mill and Overlay Project - Group A, PN 3-P-005-20.
Staff Contact: Mary Jaeger and Beth Wright
- I.** Consideration of Resolution No. 20-1016 authorizing funding for Pflumm Road, 143rd to 151st, Improvements Project, PN 3-C-114-20.
Staff Contact: Mary Jaeger and Beth Wright
- J.** Consideration of a Professional Services Agreement with Olsson, Inc. for design of the Pflumm Road, 143rd to 151st, Improvements Project, PN 3-C-114-20.
Staff Contact: Mary Jaeger and Beth Wright
- K.** Consideration of Engineer's Estimate, acceptance of bids and award of contract to VF Anderson Builders, LLC for construction of the Woodland Road, K-10 to College Boulevard, Improvements Project, PN 3-C-041-18.
Staff Contact: Mary Jaeger and Beth Wright

- L. Consideration of renewal of contract to Millgoal Enterprises II, LLC for highway mowing services for the Parks Maintenance Division.
Staff Contact: Michael Meadors and Amy Tharnish
- M. Consideration of renewal of contract with Kansas Land Management for mowing services for the Parks and Recreation Department.
Staff Contact: Michael Meadors and Amy Tharnish

6. NEW BUSINESS-PUBLIC WORKS

- A. Consideration of Ordinance No. 20-04 authorizing payment by the City Treasurer of an eminent domain award and court-appointed appraisers' fees in the eminent domain case of The City of Olathe, Kansas vs. Theresa S. Troll, et al., Case No. 19CV006083 for the Mahaffie Circle Improvements Project, PN 3-C-107-17.
Staff Contact: Ron Shaver and Beth Wright

Action needed: Consider a motion to approve or deny.

7. NEW CITY COUNCIL BUSINESS

8. END OF TELEVISED SESSION

9. GENERAL ISSUES AND CONCERNS OF CITIZENS

10. 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. Quarterly Procurement Report
Staff Contact: Dianna Wright and Amy Tharnish

B. DISCUSSION ITEMS

- 1. Discussion on Healthy Neighborhoods Initiative report on State of the Neighborhoods; Planning staff will report on 2019 accomplishments to date, current neighborhood conditions, programs and events associated with the Olathe Healthy Neighborhoods Initiative. (15 mins)
Staff Contact: Aimee Nassif and Emily Carrillo

2. Discussion on Project Delivery Methods Utilized by the City of Olathe. (15 mins)
Staff Contact: Mary Jaeger and Beth Wright
3. Discussion on the Water Treatment Plant 2: Lime Feed Building (PN 5-C-029-15), Basin Modifications (PN 5-C-025-16), Alternative Disinfection (PN 5-C-004-16), and Above-Ground Clearwell Replacement (PN 5-C-049-18) Projects. (15 mins)
Staff Contact: Mary Jaeger and Beth Wright

11. ADDITIONAL ITEMS

12. ADJOURNMENT

The City of Olathe offers public meeting accommodations. Olathe City Hall is wheelchair accessible. Assistive listening devices as well as iPads with closed captioning are available at each meeting. To request an ASL interpreter, or other accommodations, please contact the City Clerk's office at 913-971-8521. Two (2) business days notice is required to ensure availability.

PROCLAMATION

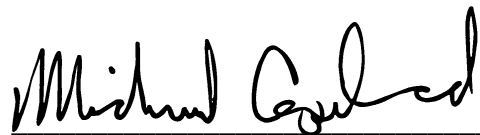
- WHEREAS,** each February African-American History Month allows us to reflect on the proud and important history of African Americans in our city and our country; and
- WHEREAS,** this month also presents us with the opportunity to educate our young people and celebrate with our neighbors the invaluable accomplishments and contributions of African Americans; and
- WHEREAS,** the City of Olathe and the State of Kansas are better because of the influence of African Americans in education, science, art, culture, public service and economic development; and
- WHEREAS,** our community is dedicated to fostering an environment appreciative and inclusive of all our neighbors who have helped shape the history and direction of our nation.

NOW, THEREFORE, I, Michael Copeland, Mayor of the City of Olathe, do hereby proclaim the month of February 2020, as

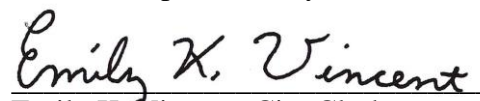
AFRICAN-AMERICAN HISTORY MONTH

in Olathe, calling upon all residents to study and celebrate the history, heritage and impact of African Americans in our community.

In witness whereof, I have hereunto set my hand and caused the seal of the City of Olathe to be affixed this fourth day of February, 2020.



Michael Copeland, Mayor



Emily K. Vincent, City Clerk



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 2/4/2020

DEPARTMENT: City Manager's Office

STAFF CONTACT: Liz Ruback

SUBJECT: Reappointing members to the Olathe Public Art Committee.

ITEM DESCRIPTION:

Consideration of Resolution No. 20-1015 reappointing members to the Olathe Public Art Committee.

SUMMARY:

The attached resolution, reappointing members to the Public Art Committee, is submitted for consideration by the City Council. The following individuals are recommended for reappointment:

<u>Name</u>	<u>New Term</u>
Martha Gabel	2/20 - 2/23
Melissa Jobe	2/20 - 2/23
Doug Osa	2/20 - 2/23
Chelsy Walker	2/20 - 2/23

FINANCIAL IMPACT:

N/A

ACTION NEEDED:

Consider motion to adopt a resolution to reappoint members to the Olathe Public Art Committee.

ATTACHMENT(S):

2-4-20 Public Art Committee Reappointments resolution

RESOLUTION NO. 20-2015

A RESOLUTION APPOINTING MEMBERS TO THE OLATHE PUBLIC ART COMMITTEE.

WHEREAS, the Olathe Public Art Committee and Public Art Fund were created by Ordinance No. 17-16; and

WHEREAS, the purpose of the Public Art Committee is to support the mission and execute the vision of the Olathe Public Art Program; and

WHEREAS, the Committee consists of between seven (7) and fifteen (15) members appointed for three (3) year staggered terms; and

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

<u>Member</u>	<u>Initial Appointment</u>	<u>Current Term</u>
Martha Gabel	11/17	11/17 – 11/19
Rashawn Griffin	11/17	11/17 – 11/20
Melissa Jobe	11/17	11/17 – 11/19
Carisa McMullen	11/17	11/17 – 11/20
Doug Osa	11/17	11/17 – 11/19
Ruthie Osa	11/17	11/17 – 11/20
Chelsy Walker	11/17	11/17 – 11/19
Cristina Walker	11/17	11/17 – 11/20
Whitney Williamson	11/17	3/19 – 3/22

WHEREAS, the terms of Martha Gabel, Melissa Jobe, Doug Osa and Chelsy Walker have expired; and

WHEREAS, the Governing Body finds that it is appropriate to reappoint Martha Gabel, Melissa Jobe, Doug Osa and Chelsy Walker for additional three-year terms.

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

SECTION ONE: That a reappointment be made so that membership is comprised as follows:

<u>Member</u>	<u>Initial Appointment</u>	<u>Current Term</u>
Martha Gabel	11/17	2/20 – 2/23
Rashawn Griffin	11/17	11/17 – 11/20
Melissa Jobe	11/17	2/20 – 2/23
Carisa McMullen	11/17	11/17 – 11/20
Doug Osa	11/17	2/20 – 2/23
Ruthie Osa	11/17	11/17 – 11/20
Chelsy Walker	11/17	2/20 – 2/23
Cristina Walker	11/17	11/17 – 11/20
Whitney Williamson	11/17	3/19 – 3/22

RESOLUTION NO. 20-2015

SECTION TWO: This Resolution shall take effect immediately.

ADOPTED by the Governing Body this 4th day of February 2020.

SIGNED by the Mayor this 4th day of February 2020.

Mayor

ATTEST:

City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 2/4/2020

DEPARTMENT: City Manager's Office

STAFF CONTACT: Liz Ruback

SUBJECT: Presentation on Johnson County by Commissioners Mike Brown and Michael Ashcraft.

ITEM DESCRIPTION: Presentation on Johnson County by Commissioners Mike Brown and Michael Ashcraft.

SUMMARY: The City Council will welcome Johnson County Commissioners Mike Brown and Michael Ashcraft for a brief update on Johnson County programs and initiatives impacting the Olathe community.

FINANCIAL IMPACT: N/A

ACTION NEEDED: This presentation is for the City Council's information only.

ATTACHMENT(S):



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 2/4/2020

DEPARTMENT: Resource Management

STAFF CONTACT: Dianna Wright/Sarah Doherty

SUBJECT: Presentation by ETC Institute on the results of the 2019 DirectionFinder Survey.

ITEM DESCRIPTION:

Presentation by ETC Institute on the results of the 2019 DirectionFinder Survey. (30 mins)

SUMMARY:

The DirectionFinder Survey was designed to objectively assess community priorities and satisfaction with the delivery of City services. It has been administered annually since 2000. The survey was administered to Olathe households by mail with a follow-up by e-mail.

Chris Tatham of ETC Institute will present the results of the 2019 survey.

An analysis of areas that saw significant changes from 2018 to 2019 will be available for your review.

FINANCIAL IMPACT:

The DirectionFinder Survey helps guide resource allocation decisions both in the short-term and long-term. Several of the measures developed from this survey are used to develop performance measures for the organization. Annual results allow departments to better utilize resources and guides budgetary decisions.

ACTION NEEDED:

Receive the presentation.

ATTACHMENT(S):

None



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 2/4/2020

DEPARTMENT: Legal

STAFF CONTACT: Ron Shaver and David Bryant

SUBJECT: Consideration of approval of the City Council meeting minutes of January 21, 2020.

ITEM DESCRIPTION:

Consideration of approval of the City Council meeting minutes of January 21, 2020.

SUMMARY:

Attached are the City Council meeting minutes of January 21, 2020 for Council consideration of approval.

FINANCIAL IMPACT:

None

ACTION NEEDED:

Approval of the City Council meeting minutes of January 21, 2020.

ATTACHMENT(S):

- A. 01-21-2020 Council Minutes



1. CALL TO ORDER

Present: Brownlee, Campbell, Mickelson, McCoy, Bacon, and Vogt

Absent: Copeland

Also present were City Manager Wilkes, Assistant City Manager Sherman and City Attorney Shaver.

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

3. PLEDGE OF ALLEGIANCE

4. SPECIAL BUSINESS

- A.** Proclamation recognizing January as Slavery and Human Trafficking Prevention Month.

Mayor Pro Tem Bacon invited Lucy Bloom, Executive Director of Veronica's Voice, to the podium to accept the proclamation.

Mayor Pro Tem Bacon read the proclamation and presented it to Ms. Bloom who made a few remarks.

- B.** Consideration of Resolution No. 20-1011 appointing new members and reappointing a member to the Olathe Historical Preservation Board.

Mayor Pro Tem Bacon invited Bob Courtney, Olathe Historical Preservation Board Chairman, forward to introduce Lexi Selvig, Dennis Shaffer and Lynn Gentry.

Mayor Pro Tem Bacon presented Ms. Selvig and Mr. Shaffer with certificates of appointment and Ms. Gentry with a certificate of reappointment to the board.

Motion by Vogt, seconded by Campbell, to approve Resolution No. 20-1011. The motion carried by the following vote:

Yes: Brownlee, Campbell, Mickelson, McCoy, Bacon, and Vogt

Absent: Copeland

- C.** Consideration of Resolution No. 20-1012 appointing a new member and reappointing members to the Olathe Human Relations Commission. Mayor Pro Tem Bacon invited Hector Silva, Olathe Human Relations Commission Chairman, forward to introduce Victoria Haynes, Jim Terrones and Chayan Dasgupta.

Mayor Pro Tem Bacon presented Dr. Haynes with a certificate of appointment and Mr. Terrones and Mr. Dasgupta with certificates of reappointment to the board.

Motion by Vogt, seconded by McCoy, to approve Resolution No. 20-1012. The motion carried by the following vote:

Yes: Brownlee, Campbell, Mickelson, McCoy, Bacon, and Vogt

Absent: Copeland

- D.** Presentation of the 2019 Annual Report by Dr. Jackie Spears, Interim Dean and CEO of K-State Olathe. Dr. Jackie Spears, Interim Dean and CEO of K-State Olathe, completed a presentation of the 2019 annual report.

Councilmember Mickelson asked Dr. Spears if the K-State program is working with local Johnson County farmers concerning industrial hemp production as it is a growing industry which could help local farmers.

Dr. Spears stated not yet, but the program has been doing research on providing better hemp production.

Councilmember Mickelson asked Dr. Spears if the Olathe program plans to offer computer engineering or computer science.

Dr. Spears stated the Olathe program is looking into offering those.

Councilmember Mickelson asked Dr. Spears what the current student to faculty ratio is at the K-State Olathe campus.

Dr. Spears stated it is approximately 20 to 1.

Councilmember McCoy inquired about the research on animal diseases and bioterrorism.

Dr. Spears stated the Manhattan campus is very involved with the animal disease research but she is not aware that they are doing any at the Olathe campus.

Councilmember Brownlee stated she is especially pleased to see they are willing to amend the JCERT statute. Ms. Brownlee asked if that is a bill that will be introduced this session.

Dr. Spears stated the bill has been presented to K-State President Myers with a recommendation to move forward. Dr. Spears stated they have met with Dr. Peterson, Director of Government Affairs, asking to have the restrictions removed. Dr. Spears stated she would be seeing Dr. Peterson in two weeks and would get an update.

Councilmember Vogt thanked Dr. Spears for being with us tonight and said she is very encouraged to hear about the expansion, the educational program and the research being done. Ms. Vogt asked Dr. Spears to tell her about the online education.

Dr. Spears stated they prefer to meet face to face as they get better feedback from the students. Dr. Spears said they have had the inquiries about online and they are in the process of getting that ready.

Councilmember Vogt stated she hopes they will move forward with the online programs as it would allow greater use of K-State Olathe.

Mayor Pro Tem Bacon thanked Dr. Spears for her presentation and wished them continued success in Olathe.

5. CONSENT AGENDA

Motion by Vogt, seconded by McCoy, to approve the consent agenda. The motion carried by the following vote:

Yes: Brownlee, Campbell, Mickelson, McCoy, Bacon, and Vogt

Absent: Copeland

- A. Consideration of approval of the City Council meeting minutes of January 7, 2020.
Approved
- B. Consideration of a cereal malt beverage license application for calendar year 2020.
Approved
- C. Consideration of drinking establishment renewal applications for Minsky's Pizza located at 15983 S. Bradley and Buffalo Wild Wings #299 located at 12110 S. Strang Line Road.
Approved
- D. Consideration of authorization for Mayor Copeland, Councilmembers, and Michael Wilkes to attend the National League of Cities Congressional City Conference, in Washington, D.C., March 8 - 11, 2020.
Approved
- E. Consideration of ratifying an Addendum to the Interlocal Cooperation Agreement between the Olathe Public Library and the Johnson County Library for automated circulation, patron and bibliographic services.
Approved
- F. Consideration of Resolution 20-1013 amending Resolution No. 19-1085, approving the creation of an improvement district for Cedar Creek Parkway (south of College Boulevard), Project No. 3-B-027-19, and calling and providing for the giving of notice of a public hearing.
Approved
- G. Request for the acceptance of the dedication of land for public easements for a final plat for Olathe Medical Park MOB (FP19-0033) containing one (1) office lot and one (1) common tract on 12.45± acres; located southeast of the intersection of 151st Street and Lone Elm Road. Planning Commission approved this plat 6-0.
Approved
- H. Request for the acceptance of the dedication of land for public easements and public street right-of-way for a final plat for Enclave at Boulder Hills Villas, First Plat (FP19-0034) containing 26 residential lots and four (4) common tracts on 8.82± acres; located southwest of the intersection of 172nd Terrace and Lackman Road. Planning

Commission approved this plat 7-0.

Approved

- I. Request for the acceptance of the dedication of land for public easements for a final plat of Saddlewood Apartments, Second Plat (FP19-0035) containing two (2) lots on 9.98± acres; located at 18851 W. 153rd Court. Planning Commission approved the plat 7-0.
Approved
- J. Consideration of Consent Calendar.
Approved
- K. Consideration of Resolution No. 20-1014 authorizing the 2021 Street Reconstruction Program, PN 3-R-000-21.
Approved
- L. Consideration of a Professional Services Agreement with HNTB Corporation for design of the Downtown Streets Improvements Project, PN 3-R-001-21.
Approved
- M. Consideration of renewal of contract to Titan Protection & Consulting, Inc., for security services for the Olathe libraries.
Approved
- N. Consideration of renewal of a purchase agreement between Esri and the City of Olathe for Geographic Information System (GIS) licensing.
Approved
- O. Consideration of renewal of contract with Double T Enterprises, LLC for property lease for storage of traffic operations equipment.
Approved

6. NEW CITY COUNCIL BUSINESS

Councilmember Brownlee referenced the human trafficking proclamation that was presented tonight. Ms. Brownlee stated within our community that Mike Jensen has been working on this. Ms. Brownlee stated Mr. Jensen has a ministry called Freedom Fighters to help those who have experienced traumatic sexual attacks or addictions. Ms. Brownlee stated it allows victims the freedom to heal from that situation and she appreciates their work. Ms. Brownlee also mentioned Mr. Jensen is working with Sheriff Hayden to start a task force and she attended one of their recent meetings and noted excellent work is being done by the task force. Ms. Brownlee stated she appreciates the efforts of our police department, the Sheriffs department, Mike Jensen and many others who are working in that field.

Councilmember Vogt highlighted some of the activities that occurred over the weekend citing the Martin Luther King celebration at MidAmerica Nazarene University and also the NAACP dinner last night. Ms. Vogt stated she was very impressed with the youth involvement.

Councilmember McCoy stated he was at the same events as Ms. Vogt and concurred with her comments. Mr. McCoy stated that Garmin was recognized at the NAACP event and Reverend Bobby Love, Jr. at MidAmerican Nazarene University for his contributions in our community. Mr. McCoy also wanted to thank the Olathe Police Department for keeping the community safe.

Councilmember Mickelson stated he was at the Sunday event as well and it was very exciting to see the youth getting involved and their passion. Mr. Mickelson brought up the issue of traffic and the railroad that runs through his ward. Mr. Mickelson stated it is a pain point for the citizens that live in this vicinity. Mr. Mickelson asked staff for a presentation to the Council in the next month on solutions and options prior to any development along that area.

City Manager Wilkes acknowledged he had discussed this with Councilmember Mickelson and they will have a presentation coming before the Council in probably a month.

7. END OF TELEVISED SESSION

8. GENERAL ISSUES AND CONCERNS OF CITIZENS

None

9. 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 regarding a real estate contract with Day3 Development, LLC.
Councilmember Mickelson requested a presentation from staff.

Michael Meadors, Parks and Recreation Director, completed a

presentation of the item concerning a new trail. Mr. Meadors stated the request is for an agreement for reimbursement for the construction of a half mile trail and not for the purchase of property. Mr. Meadors stated not only would we receive an easement to construct the trail, but a donation of 17.5 acres for future park development. Mr. Meadors stated the project would start, if approved in two weeks, the latter part of this winter into this spring.

Councilmember Vogt asked if this were in lieu of a parks excise tax.

Mr. Meadors stated at this time they have not asked for that.

Ms. Vogt stated this is a great project.

Councilmember Mickelson stated this is a great idea, but he doesn't want a half mile trail project to sit while the other pieces have not been completed. Mr. Mickelson stated this is a fantastic idea and a great model.

Councilmember McCoy is intrigued that it is so close to land we purchased for a future library and thanked the private developer for their part in this.

Mayor Pro Tem Bacon stated this will come before the Council on February 4 for approval.

B. DISCUSSION ITEMS

1. Internal Auditor Activities and Initiatives.
Mary Ann Vassar, City Internal Auditor, completed the Internal Auditor activities and initiatives presentation.

Mayor Pro Tem Bacon stated we are grateful to have Ms. Vassar and appreciates the job she is doing.

10. ADDITIONAL ITEMS

Councilmember Mickelson thanked staff for a recent tour and indicated he

would probably be asking for additional tours until he has a good gauge of the City and what we do. Mr. Mickelson thanked staff for the great work they do and for supplying him with requested items.

Councilmember McCoy thanked Parks and Recreation Director Meadors for his report tonight concerning land for a future park.

Mayor Pro Tem Bacon reminded Council that they will have new pictures taken prior to the next Council meeting on February 4. Mr. Bacon stated they were going to try and do the City Manager's evaluation in February.

City Manager Wilkes discussed the upcoming City Council retreat and Council provided input. Council asked Mr. Wilkes to email suggestions to them within the next day.

11. ADJOURNMENT

The meeting adjourned at 8:28 p.m.

David F. Bryant III, MMC
Deputy City Clerk



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 2/4/2020

DEPARTMENT: Legal

STAFF CONTACT: Ron Shaver and Brenda Long

SUBJECT: Consideration of drinking establishment renewal applications for El Mariachi Mexican Food and Cantina, located at 107 N. Parker and Hy-Vee Market Grille #1463, located at 14955 W. 151st Street.

ITEM DESCRIPTION:

Consideration of drinking establishment renewal applications for El Mariachi Mexican Food and Cantina, located at 107 N. Parker and Hy-Vee Market Grille #1463, located at 14955 W. 151st Street.

SUMMARY:

The applications for the businesses noted below have been submitted for drinking establishment licenses in accordance with Title 7, Liquor Laws, of the Olathe Municipal Code (OMC). The applications are available in the City Clerk's office for review.

El Mariachi Mexican Food and Cantina
107 N. Parker Street
Olathe, KS 66061

Hy-Vee Market Grille #1463
14955 W. 151st Street
Olathe, KS 66062

FINANCIAL IMPACT:

The license fee as established in Title 7 of the Olathe Municipal Code in the amount of \$500.00 for a drinking establishment has been collected for these license applications.

ACTION NEEDED:

Approve these applications for a license as part of the consent agenda.

ATTACHMENT(S):

A: El Mariachi Mexican Food and Cantina

B: Hy-Vee Market Grille #1463

Brenda Long

From: Brenda Long
Sent: Thursday, January 16, 2020 2:40 PM
To: Benjamin Laxton; Carl Anderson; David Bryant; Dennis Pine; Dianna Wright; GIS Shared; James Gorham; Jo Prochko; Rachelle Breckenridge
Subject: DEL - El Mariachi 01-15-20
Attachments: DEL - El Mariachi 01-15-20.pdf

Tracking:	Recipient	Response
	Benjamin Laxton	Approve: 1/16/2020 6:44 PM
	Carl Anderson	Approve: 1/28/2020 1:30 PM
	Dianna Wright	Approve: 1/16/2020 4:57 PM
	GIS Shared	Approve: 1/21/2020 8:24 AM
	James Gorham	Approve: 1/21/2020 7:54 AM
	Rachelle Breckenridge	Approve: 1/30/2020 11:07 AM

Please use the voting tab to make comments and recommendations for the attached renewal drinking establishment license application by January 23.

Brenda Long, Assistant City Clerk

(913) 971-8675 | OlatheKS.org

Resource Mgmt | City of Olathe, Kansas

Setting the Standard for Excellence in Public Service





To: Brenda Long, Assistant City Clerk
From: Dianna Wright, Director of Resource Management
Subject: Liquor License Renewal
Date: January 16, 2020

Resource Management is in receipt of El Mariachi Mexican Food & Cantina, LLC liquor license renewal application.

In accordance with Title 7 section 7.06.020 and in reviewing the Statement of Gross Receipts for El Mariachi Mexican Food & Cantina, LLC, I hereby determine that the application meets the requirements as set forth by the above reference section.

Should you require any additional information please do not hesitate to let me know.

RECEIVED

JAN 15 2020

CITY OF OLATHE



CITY OF OLATHE
CITY CLERK OFFICE

DRINKING ESTABLISHMENT LICENSE APPLICATION

Date: 12-30-19 Business Phone: 913-254-7266
Name of Establishment: El Mariachi Mexican Food & Cantina
Name of Applicant: Josefina Valerio
Business Address of Applicant: 107-111 N Parker St Olathe KS 66061
City State Zip
E-mail Address of Applicant (optional): josefinavalerio65@gmail.com
Legal description of premises: _____

Owner of premises (if different than applicant): Woodsonia Real Estate, Inc
Address of owner of premises: 17007 Marcy St Omaha NE 68118
City State Zip

Items required that must accompany this application:

- A. **Site Plan: Attach a drawing of the premises showing the location in relation to other buildings, structures, parking areas, public or private streets, and sidewalks within 200 feet. The site plan should include the number of parking spaces, seating capacity and number of employees servicing the largest shift.**
- B. **Copy of Kansas Liquor License Application**
- C. **Copy of renewed State of Kansas drinking establishment license (May be submitted separately after issuance by the state)**
- D. **License Fee (\$500.00 – 2 year licensing period)**

The biennial fee for Drinking Establishments authorized by K.S.A. Supp. 41-2622 is hereby established and fixed at **FIVE HUNDRED DOLLARS (\$500.00)**. All applications for new or renewal city licenses shall be submitted to the City Clerk for consideration by the Governing Body. No license fee shall be refunded for any reason.

TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS CORRECT AND TRUTHFUL.

Josefina Valerio
Name of Applicant (Print Please)

Josefina Valerio
Signature

State of Kansas

County of Johnson

Carlos J. D'Achiardi T.
Notary

Title Carlos J. D'Achiardi T.
Notary Public
State of Kansas

MY COMMISSION ENDS 2-26-2022

Sworn and subscribed before me this

This 28 day of Dec, 2019

Cash Receipt



Receipt #: 49957
User: JOLENEP
Dept: CC
Date: 01/16/2020
Time: 9:01:51

CITY OF OLATHE - CITY CLERK CASH RECEIPT
PO BOX 768
OLATHE KS 66061

Customer: El Mariachi

THANK YOU FOR YOUR PAYMENT

ON BEHALF OF CITY TREASURER, DIANNA WRIGHT _____

Item	Description	Notes	Amount
DRINKING ESTAB	El Mariachi RENEW	1619	\$500.00
Final Total Received			\$500.00

Brenda Long

From: Brenda Long
Sent: Thursday, January 23, 2020 3:34 PM
To: Benjamin Laxton; Carl Anderson; David Bryant; Dennis Pine; Dianna Wright; GIS Shared; James Gorham; Jo Prochko; Rachelle Breckenridge
Subject: DEL - Hy-Vee Market Grille #1463_151st St 01-22-20
Attachments: DEL - Hy-Vee Market Grille #1463_151st St 01-22-20.pdf

Tracking:	Recipient	Response
	Benjamin Laxton	Approve: 1/24/2020 9:47 AM
	Carl Anderson	Approve: 1/28/2020 1:30 PM
	Dianna Wright	Approve: 1/24/2020 4:09 PM
	GIS Shared	Approve: 1/27/2020 9:16 AM
	James Gorham	Approve: 1/23/2020 3:50 PM
	Rachelle Breckenridge	Approve: 1/30/2020 11:10 AM

Please use the voting tab to make comments and recommendations for the attached renewal drinking establishment license application by January 30.

[Brenda Long](#), Assistant City Clerk

(913) 971-8675 | OlatheKS.org

Resource Mgmt | City of Olathe, Kansas

Setting the Standard for Excellence in Public Service





To: Brenda Long, Assistant City Clerk
From: Dianna Wright, Director of Resource Management
Subject: Liquor License Renewal
Date: January 24, 2020

Resource Management is in receipt of Hy-Vee Restaurants, LLC (dba Hy-Vee Market Grille #1463) liquor license renewal application.

In accordance with Title 7 section 7.06.020 and in reviewing the Statement of Gross Receipts for of Hy-Vee Restaurants, LLC (dba Hy-Vee Market Grille #1463), I hereby determine that the application meets the requirements as set forth by the above reference section.

Should you require any additional information please do not hesitate to let me know.

RECEIVED

JAN 22 2020

CITY OF OLATHE

CITY OF OLATHE
CITY CLERK OFFICE

DRINKING ESTABLISHMENT LICENSE APPLICATION



Date: 1/16/20 Business Phone: 913-780-9339

Name of Establishment: Hy-vee Market Grille #1463

Name of Applicant: Hy-Vee, Inc.

Business Address of Applicant: 14955 West 151st St. Olathe KS 66062
City State Zip

E-mail Address of Applicant (optional): Kpalmer@hy-vee.com

Legal description of premises: lot 1 Blackbob 151 steps a Subalmsm in the city of Olathe, Johnson County, Kansas

Owner of premises (if different than applicant): Hy-vee, Inc.

Address of owner of premises: 5820 Westman Pkwy, West Des Moines, IA 50266
City State Zip

Items required that must accompany this application:

- ☒ A. Site Plan: Attach a drawing of the premises showing the location in relation to other buildings, structures, parking areas, public or private streets, and sidewalks within 200 feet. The site plan should include the number of parking spaces, seating capacity and number of employees servicing the largest shift.
- ☒ B. Copy of Kansas Liquor License Application
- ☒ C. Copy of renewed State of Kansas drinking establishment license (May be submitted separately after issuance by the state)
- ☒ D. License Fee (\$500.00 – 2 year licensing period)

The biennial fee for Drinking Establishments authorized by K.S.A. Supp. 41-2622 is hereby established and fixed at **FIVE HUNDRED DOLLARS (\$500.00)**. All applications for new or renewal city licenses shall be submitted to the City Clerk for consideration by the Governing Body. No license fee shall be refunded for any reason.

TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS CORRECT AND TRUTHFUL.

ANDREW SCHROEDER
Assistant Vice President,
Assistant Controller

Name of Applicant (Print Please)

[Signature]
Signature

State of Iowa

County of Polk

Title

ANDREW SCHROEDER
Assistant Vice President,
Assistant Controller

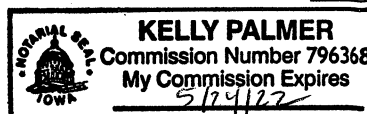
Notary

Kelly Palmer

Sworn and subscribed before me this

This 7 day of Jan, 2020

SEAL



Cash Receipt



Receipt #: 49999
User: JOLENEP
Dept: CC
Date: 01/22/2020
Time: 8:58:57

CITY OF OLATHE - CITY CLERK CASH RECEIPT
PO BOX 768
OLATHE KS 66061

Customer: Hy-Vee

THANK YOU FOR YOUR PAYMENT

ON BEHALF OF CITY TREASURER, DIANNA WRIGHT _____

Item	Description	Notes	Amount
DRINKING ESTAB	Hy-Vee Market Grille #1463	1631382	\$500.00
Final Total Received			\$500.00



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 2/4/2020

DEPARTMENT: City Manager's Office

STAFF CONTACT: Kim Delana

SUBJECT: Consideration of business expense statement for City Manager, Michael Wilkes, for expenses incurred to attend the Alliance for Innovation Board Meeting in Phoenix, AZ, January 23-25, 2020.

ITEM DESCRIPTION:

Consideration of business expense statement for City Manager, Michael Wilkes, for expenses incurred to attend the Alliance for Innovation Board Meeting in Phoenix, AZ, January 23-25, 2020.

SUMMARY:

Expense statements are presented for Council review and approval in accordance with Administrative Guidelines F-01, which requires that all travel expenses for the City Council be placed on the Council agenda for approval.

FINANCIAL IMPACT:

See attached statement; expenses were included in the 2020 budget.

ACTION NEEDED:

Approval the attached Business Expense Statement as part of the Consent Agenda.

ATTACHMENT(S):

A: Wilkes BES

Date

Business Expense Statement continued

Name: Michael Wilkes
 Business Expense Purpose: Phoenix, AZ

Department: CMO

Mileage Calculation:

Mileage log may be used for detail		Rate	\$0.58
Date	Destination	Miles	Amount
			-
			-
			-
			-
			-
Total			-

Cab/Shuttle fares/Tolls:

Date	Description	Amount
1/23/20	Uber	14.68
1/23/20	Uber Tip	5.00
1/25/20	Uber	12.06
1/25/20	Uber Tip	5.00
Total		36.74

Fuel - City Vehicle:	Date	Amount
Total		-

Meals Local:

Date	Breakfast	Lunch	Dinner
Total	-		

Maximum allowed:	
Breakfast	15.00
Lunch	16.00
Dinner	28.00

Receipts are required

Business Meeting & Guests:

Date	Purpose	Firm & Persons Present	Amount

Total -

Miscellaneous Expense:

Date	Description	Amount
Total		-

Total -



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 2/4/2020

DEPARTMENT: City Manager's Office

STAFF CONTACT: Kim Delana

SUBJECT: Consideration of business expense statement for Mayor Copeland for expenses incurred to attend the U.S. Conference of Mayors in Washington, D.C., January 22-24, 2020.

ITEM DESCRIPTION:

Consideration of business expense statement for Mayor Copeland for expenses incurred to attend the U.S. Conference of Mayors in Washington, D.C., January 22-24, 2020.

SUMMARY:

Expense statements are presented for Council review and approval in accordance with Administrative Guideline F-01, which requires that all travel expenses for the Mayor be placed on the Council agenda for approval.

FINANCIAL IMPACT:

See attached statement; expenses were included in 2020 budget.

ACTION NEEDED:

Approve the attached business expense statement as part of the Consent Agenda.

ATTACHMENT(S):

A: Copeland BES



Complete the yellow cells

Business Expense Statement (BES)

Statement to be completed according to Admin. Reg. F-01

Form must be submitted by the 15th of the following month. Attach a memo to the Approving Authority with their approval

if late or grand total exceeds 10% of Travel Authorized.

BES expenses must be within 10% of Travel Request Authorization(TRA).

Name:	Michael Copeland	Employee #	125633	Department:	Council
Business Expense Purpose:	Conference of Mayors	Destination:	Washington, DC		
Departure Date:	1/21/20	Return Date:	1/25/20		
Comments:	0			E1 Budgeted Acct #	1001010.62220
Sharing hotel room? Whom with:		0			

Total Expenses from TRA		BES	Paid with City PCard	Paid to Vendor	Paid by Employee	
Registration:	750.00	Registration:	750.00	✓		
Airfare:	400.00	Airfare:			675.46	✓
Lodging:	1,886.00	Lodging:			846.04	✓ Include all cost & fees - Itemized receipt for Lodging required
Car Rental:	-	Car Rental:				
KCI Airport parking:	40.00	KCI Airport parking:			45.00	✓
		Meals Overnight Travel		Per Diem: Rate # of days		
		Search for City - GSA.gov website		76.00 4.0 304.00		
				Meals Provided will deduct from per diem:		
				Breakfast 18.00 -		
				Lunch 19.00 -		
				Dinner 34.00 -		
Per Diem for Meals:	304.00	Per Diem for Meals:	No receipts required	304.00	✓	
STOP Go to Page 2 Now and complete then RETURN here to allocate expense & complete the BES						
Allocate Page 2 Totals to yellow cells		Paid with City PCard	Paid to Vendor	Paid by Employee	Totals from page 2	
Private Vehicle Mileage:	46.40	Mileage:		46.40	✓	Comments:
Cab/Shuttle fares/		Cab/Shuttle fares/				
Tolls/Baggage fees:	200.00	Tolls/Baggage fees:		61.32	✓	61.32
Fuel - City Vehicle:	-	Fuel - City Vehicle:				
		Business Meeting:				
Miscellaneous Expense:	100.00	Miscellaneous Expense:		30.50	✓	30.50
TOTAL TRA ESTIMATED EXPENSES	3,726.40	TOTAL EXPENSES	2,758.72	✓		

Total Expensed paid by employee 2,008.72 ✓

Travel Advance issued to Employee

Amount owed Employee/ (owed to City) 2,008.72 ✓

ACH direct deposit rather than a check can be provided. Complete and submit AP ACH form

REVIEWED

By Tracy Fiorini at 1:19 pm, Jan 29, 2020

I certify that I have incurred all of the expenses listed above on behalf of the City and that they are directly related to the active conduct of the City's business.

Page 1 of 2

Employee Signature Date Division Manager Signature Date Department Manager Date City Manager Signature (if required) Date

Business Expense Statement continued

Name: Michael Copeland
 Business Expense Purpose: Washington, DC

Department: Council

Mileage Calculation:

Mileage log may be used for detail		Rate	\$0.58
Date	Destination	Miles	Amount
			-
			-
			-
			-
			-
Total			-

Cab/Shuttle fares/Tolls:

Date	Description	Amount
1/21/20	Cab to meeting	22.56
1/22/20	Uber hotel to conference	11.68
1/21/20	Uber meeting to hotel	8.08
1/22/20	Uber meeting to hotel	9.50
1/22/20	Dinner to hotel	9.50
Total		61.32

Fuel - City Vehicle:	Date	Amount
Total		-

Meals Local:

Date	Breakfast	Lunch	Dinner	Maximum allowed:
				Breakfast 15.00
				Lunch 16.00
				Dinner 28.00
Total				-

Receipts are required

Business Meeting & Guests:

Date	Purpose	Firm & Persons Present	Amount

Miscellaneous Expense:

Date	Description	Amount
1/23/20	Uber Venue to hotel	10.50
1/25/20	Uber to Airport	20.00
Total		30.50

Total -



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 2/4/2020

DEPARTMENT: Parks & Recreation/Legal

STAFF CONTACT: Michael Meadors/Ron Shaver

SUBJECT: Consideration of a real estate contract with Day3 Development, LLC.

ITEM DESCRIPTION:

Consideration of a real estate contract with Day3 Development, LLC.

SUMMARY:

The Parks & Recreation Department Trails & Greenways Plan sets forth recommended locations for future shared use trails. Included in this plan is the future Coffee Creek trail system, a portion of which traverses the Day3 Development at Boulder Creek.

Through this real estate contract, Day3 Development, LLC will construct the trail through Boulder Creek to City of Olathe trail construction technical specifications and standards, with an alignment mutually agreed-upon between the City and Day3 Development, LLC. This will include connections to existing and planned sidewalks.

After construction and acceptance, the City will permanently maintain and operate the trail as part of the future Coffee Creek trail system at the standard City trail maintenance standards.

FINANCIAL IMPACT:

The contract will be for an amount not to exceed \$110,000.00. Funding will come from the Park Sales Tax Funds.

ACTION NEEDED:

Approve a real estate contract with Day3 Development, LLC.

ATTACHMENT(S):

A: Real Estate Contract

B: Trail Location Map

ATTACHMENT A

REAL ESTATE AGREEMENT

THIS AGREEMENT (the "Agreement") is hereby made and entered into this _____ day of _____, 2019 (the "Effective Date"), by and between Day3 Development, LLC, a Missouri limited liability company authorized to conduct business in Kansas (the "Seller"), and the City of Olathe, Kansas, a municipal corporation duly organized under the laws of the State of Kansas, or its assignee or designee (the "Buyer" or "City") (each, a "Party", and collectively, the "Parties"). This Agreement is subject to approval by the Governing Body of the City (effective only after this Agreement is signed by the Mayor of said City).

WHEREAS, Seller desires to grant and Buyer desires to obtain, upon the terms and conditions hereinafter set forth, the following real property as legally described in **Exhibit A**, together with all rights, easements and appurtenances pertaining thereto, and all improvements, trees, bushes, landscaping and foliage thereon (collectively, the "Property"). The Parties acknowledge that the Property contains no structures or other buildings or vertical improvements.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, the Parties agree as follows:

1. Purchase Price. Seller shall sell the Property to Buyer and Buyer shall purchase the Property from Seller for the sum of One Hundred Ten Thousand Dollars (\$110,000.00), subject to any adjustments as set forth in Paragraph 3.

2. Taxes. All ad valorem real property taxes for 2018 shall be paid in full by

Seller. If the amount of the real property taxes for 2019 cannot be ascertained by the Closing Date, proration will be computed based upon the amount of taxes and assessments on the Property for the previous calendar year even though the Property may have had a lower assessed valuation or tax rate for such prior year.

3. Closing. Closing hereunder (the "Closing") shall be held on or before thirty (30) days from the satisfaction or waiver of all contingencies set forth herein. As a contingency to be satisfied before Closing, Seller agrees to construct a public recreation trail on the Property in accordance with the conditions and specifications set forth in Paragraph 4 (the "Trail"). Upon completion of the Trail and acceptance of the Trail by the City, Seller will deliver an executed "Certificate of Substantial Completion" for construction of the Trail on the Property to Buyer along with a special warranty deed conveying the Property from Seller to Buyer. Should Seller's actual cost to construct the Trail be less than the Purchase Price, Seller and Buyer agree that the Purchase Price will be reduced to equal such cost. In no event will the Purchase Price exceed the amount set forth in Paragraph 1.

At Closing, subject to any adjustments as set forth in this Paragraph 3, Buyer shall deliver the purchase consideration set forth in Paragraph 1 herein to Seller, and at such time, Buyer may file the special warranty deed executed by Seller with the Johnson County Register of Deeds. Buyer agrees to pay the costs of recording all conveyance and other instruments tendered to it.

4. Post-Closing Obligations of Seller. Seller agrees to construct the Trail to City trail construction technical specifications and standards as determined by the City's Parks & Recreation Department. The Trail will be no less than ten (10) feet wide and

constructed of no less than five inches (5") of asphalt including a three inch (3") base and two inches (2") of surface over four inches (4") of rock. The Trail will be constructed on an alignment mutually agreed-upon between the City and Seller, including connections to existing and planned sidewalks.

The Parties mutually acknowledge and agree that this Agreement does not affect in any way the Parties' obligations regarding construction of any other public infrastructure.

5. Post-Closing Obligations of Buyer. The Parties acknowledge that the purpose of Buyer's acquisition of the Property is for the permanent maintenance of the Trail and future public recreational facilities adjacent to the Trail (such facilities, including, but not limited to, playgrounds and open mowed space, to be constructed at the sole discretion of the City). Upon acceptance of the Trail and transfer of the Property from Seller to Buyer, Buyer will maintain the Property and operate the trail as part of the future Coffee Creek trail system at standard City trail maintenance standards as determined solely by the City.

6. Representations and Warranties. Seller represents, warrants and covenants to Buyer that:

- a. Seller has the legal capacity and authority to execute and deliver this Agreement and all instruments to consummate the sale of the Property.
- b. Seller has no knowledge that any person other than Seller has any right, title or interest in and to the Property.
- c. To Seller's knowledge, there are no causes of action, suits or judgments against Seller or the Property which would delay or prohibit the sale.

- d. There are no contracts, agreements or obligations of Seller for and with respect to the Property which have not been disclosed to Buyer in writing, and which are or may become a lien against the Property or an obligation of Buyer upon Closing.
- e. To Seller's knowledge, there has occurred no release, generation, discharge, manufacture, treatment, transportation or disposal on or in connection with the Property of any hazardous, dangerous or toxic materials, substances or wastes (all, collectively, "Hazardous Materials"), as any of such terms are defined by the Comprehensive Environmental Response, Compensation, and Liability Act (known as "CERCLA") or the Resource Conservation and Recovery Act (known as "RCRA") or any other applicable federal, state or local law, regulation, ordinance or requirement relating to or imposing standards of conduct concerning any hazardous, toxic or dangerous materials, substances or wastes (all, collectively "Environmental Laws") in violation of any Environmental Laws.

7. Maintenance of the Property. Prior to Closing and during possession of the Property, the Property shall be maintained by Seller in a reasonable, professional and prudent manner and in its current condition at all times. After Closing, the Property is to be maintained by Buyer.

8. Notices. All notices, requests, demands or other communications hereunder shall be in writing and deemed given when delivered personally or on the day said communication is deposited in the U.S. mail, by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Seller: Day3 Development, LLC
6300 W. 143rd Street, Suite 200
Overland Park, KS 66223

If to Buyer: City of Olathe
PO Box 768
Olathe, KS 66051-0768
ATTN: City Clerk

With a Copy to: City of Olathe
PO Box 768
Olathe, KS 66051-0768
ATTN: City Attorney

or to such other address as the Parties may from time to time designate by notice in writing to the other Party.

9. Amendments. Neither this Agreement nor any provision hereof may be changed, amended, modified, waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by both Parties.

10. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Kansas.

11. Legal Fees. In the event legal action is instituted by any of the Parties to enforce the terms of this Agreement or arising out of the execution of this Agreement, the prevailing Party will be entitled to receive from the other Party or Party's reasonable attorney's fees to be determined by the court in which the action is brought.

12. Waiver. Failure of either Buyer or Seller to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition or covenant specified herein, shall not constitute a waiver of Buyer's or Seller's right to exercise such right or to demand strict compliance with any term, condition or covenant under this Agreement.

13. Agents or Brokers. Each Party represents to the other that no broker, finder or intermediary is involved in the purchase and sale of the Property. Each Party hereby indemnifies and agrees to hold the other Party harmless from and against any and all costs arising or resulting, directly or indirectly, out of any claim by any broker or finder in connection with this transaction due to their respective acts.

14. Counterparts. This Agreement may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Agreement.

15. Captions. All captions, headings, section and subsection numbers and letters are solely for reference purposes and shall not be deemed to be supplementing, limiting, or otherwise varying the text of this Agreement.

16. Severability. The invalidity or enforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

17. Entire Agreement. **TIME IS OF THE ESSENCE OF THIS AGREEMENT.** This Agreement constitutes the sole and entire agreement of the Parties and is binding upon Seller and Buyer, their heirs, successors, legal representatives and assigns.

18. Voluntary Negotiation. Each Party hereby acknowledges that it has the power and authority to enter into this Agreement. By signing this Agreement, each Party affirms that this Agreement was negotiated voluntarily and in good faith.

19. Survival of Closing. The obligations of the Parties, including but not limited to, the representations, promises and warranties which by their nature will or could apply in the future after Closing, shall survive Closing.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties
hereto as of the date first above written.

SELLER:

Day3 Development, LLC,
A Missouri Limited Liability Company

By: Travis Schram, Manager

ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 201____, before me, the undersigned, a Notary Public within and for the County and State aforesaid, came Travis Schram as Manager of Day3 Development, LLC, to me personally known to be the identical person who executed the above and foregoing instrument and who acknowledged the execution of the same on behalf of said Trust.

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

Notary Public

Printed Name:

My Appointment Expires:

BUYER:

CITY OF OLATHE, KANSAS
A Municipal Corporation

By: _____
Michael E. Copeland, Mayor

ATTEST:

Emily K. Vincent, City Clerk

(SEAL)

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **MICHAEL E. COPELAND**, Mayor of the City of Olathe, Kansas, and **EMILY K. VINCENT**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

Printed Name: _____

My Appointment Expires:

EXHIBIT A
Property Legal Description

A tract of land lying in the Northeast One-Quarter of Section 19, Township 14 South, Range 24 East, in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Southeast corner of the Northeast One-Quarter of said Section 19; thence South 87 degrees 36 minutes 39 seconds West, along the South line of the said Northeast One-Quarter, a distance of 2114.03 feet; thence North 02 degrees 23 minutes 21 seconds West a distance of 50.00 feet to the Point of Beginning of the following described tract; thence North 46 degrees 13 minutes 20 seconds West a distance of 457.29 feet; thence South 87 degrees 36 minutes 39 seconds West a distance of 225.55 feet to a point on the West line of the said Northeast One-Quarter and said point being 380.00 feet North of the Southwest corner of the said Northeast One-Quarter; thence North 02 degrees 24 minutes 44 seconds West, along the West line of the said Northeast One-Quarter of said Section 19, a distance of 683.76 feet to a point of curvature; thence Northeasterly on a curve to the left having an initial tangent bearing North 31 degrees 08 minutes 24 seconds East, a radius of 360.00 feet, a central angle of 08 degrees 25 minutes 37 seconds and an arc length of 52.95 feet; thence South 67 degrees 16 minutes 55 seconds East a distance of 56.48 feet; thence South 21 degrees 12 minutes 38 seconds East a distance of 88.27 feet; thence South 39 degrees 26 minutes 44 seconds East a distance of 173.32 feet; thence South 47 degrees 18 minutes 44 seconds East a distance of 84.88 feet; thence South 58 degrees 26 minutes 43 seconds East a distance of 160.51 feet; thence South 65 degrees 06 minutes 58 seconds East a distance of 156.91 feet; thence South 02 degrees 23 minutes 21 seconds East a distance of 592.30 feet to the Point of Beginning and containing 6.959 acres, more or less.

and

A tract of land lying in the Northeast One-Quarter of Section 19, Township 14 South, Range 24 East, in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Southeast corner of the Northeast One-Quarter of said Section 19; thence South 87 degrees 36 minutes 39 seconds West, along the South line of the said Northeast One-Quarter, a distance of 1109.51 feet to the Point of Beginning of the following described tract; thence continuing South 87 degrees 36 minutes 39 seconds West, along the South line of the said Northeast One-Quarter, a distance of 1004.52 feet thence North 02 degrees 23 minutes 21 seconds West a distance of 642.30; thence South 65 degrees 06 minutes 58 seconds East a distance of 240.00 feet; thence South 69 degrees 56 minutes 51 seconds East a distance of 90.87 feet; thence South 81

degrees 23 minutes 10 seconds East a distance of 150.87 feet; thence South 75 degrees 23 minutes 14 second East a distance of 64.30 feet; thence South 68 degrees 58 minutes 31 seconds East a distance of 163.51 feet; thence North 88 degrees 26 minutes 43 seconds East a distance of 353.15 feet; thence South 01 degrees 33 minutes 17 seconds East a distance of 379.96 feet to the Point of Beginning and containing 10.675 acres, more or less.

and

Tract A of Boulder Creek, First Plat, a subdivision in the City of Olathe, as recorded in the Register of Deeds office in Johnson County, Kansas in Book 201705, Page 248 and containing 8.6262 acres, more or less.

.

Arbor
Landing
Park

Heritage Park

167th Street

S. Murlen Rd.

Boulder Creek
Development

Future Coffee Creek Trail

- Existing Parks
- Trail Built by Day3
- Future Trail



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 2/4/2020

DEPARTMENT: Police

STAFF CONTACT: Mike Butaud/Amy Tharnish

SUBJECT: Consideration for the purchase of Tasers for the Police Department from Axon Enterprises, Inc.

ITEM DESCRIPTION:

Consideration for the purchase of Tasers for the Police Department from Axon Enterprises, Inc.

SUMMARY:

The Police Department currently utilizes the Taser X26 and X2 models as a less lethal resource of safety for officers and citizens. The Police Department currently uses Taser, Axon Enterprises, and needs to replace the existing X26 models with the X2 models, as the X26 has met end of production and are no longer supported. Current use has found that Taser X2 will continue to best meet the needs of the Police Department and enhance the safety of the police officers and the citizens of the City of Olathe.

There are no Olathe Vendors that can provide the Tasers for the Police Department.

FINANCIAL IMPACT:

Total fiscal impact will be \$95,410.00 and will be funded through the Police Department Budget.

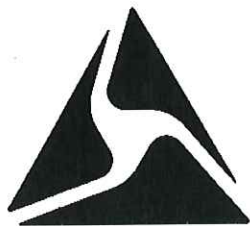
ACTION NEEDED:

Staff recommends the award of the purchase to Axon Enterprises, Inc.

ATTACHMENT(S):

A: Quote

B: Competition Exception Report



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-239177-43818.978CF

Issued: 12/19/2019

Quote Expiration: 12/30/2019

Account Number: 107387

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SALES REPRESENTATIVE

Colin Fine
Phone: 480-463-2167
Email: cfine@taser.com
Fax:

PRIMARY CONTACT

Andy Taylor
Phone: (913) 971-6515
Email: ataylor@olatheks.org

SHIP TO

Andy Taylor
Olathe Police Dept. - KS
501 E. OLD 56 HWY.
Olathe, KS 66061
US

BILL TO

Olathe Police Dept. - KS
PO BOX 768
OLATHE, KS 66051
US

Group1

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
22003	YELLOW X2 CEW, HANDLE	70	1,220.00	1,220.00	85,400.00
22501	RIGHT-HAND HOLSTER, X2, BLACKHAWK	65	78.00	78.00	5,070.00
22151	25 FT SMART CARTRIDGE, X2	140	38.00	0.00	0.00
22010	PPM, STANDARD BATTERY PACK, X2/X26P	70	65.00	65.00	4,550.00
22504	LEFT-HAND HOLSTER, X2, BLACKHAWK	5	78.00	78.00	390.00
Subtotal					95,410.00
Estimated Shipping					0.00
Estimated Tax					0.00
Total					95,410.00
Grand Total					95,410.00



Discounts (USD)

Quote Expiration: 12/30/2019

List Amount	100,730.00
Discounts	5,320.00
Total	95,410.00

**Total excludes applicable taxes*



☐ **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: Lisa Robbins

Date: 1/29/2020

Department Contact: Mary Velasquez

E1 Doc No.: 642172

Total Cost: 95,410.00

VENDOR NAME:

Axon Enterprises, Inc.

COMMODITY/SERVICE DESCRIPTION:

TASER Weapons and Equipment

CER/SOLE SOURCE JUSTIFICATION:

TASER is the sole distributor of all Law enforcement TASER brand products. TASER is a less lethal weapon used by OPD.

Approved: _____

(Department Director)

Approved: _____

(Procurement Manager)

Over \$25,000:

Approved: _____

(City Manager)



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 2/4/2020

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger/Beth Wright

SUBJECT: This agreement will provide design-build services for the Temporary Downtown Library Project.

ITEM DESCRIPTION:

Consideration of an agreement with Construction DesignWorks, LLC for design and construction of the Temporary Downtown Library Project, PN 6-C-001-20.

SUMMARY:

On December 17, 2019, the City Council approved negotiation of a lease agreement with Monarch, LLC for the lease of a retail space located in the West Santa Fe Plaza shopping center at the northeast corner of Santa Fe and K-7 Highway. The lease of this space is needed for the Olathe Public Library, as part of the transition plan, as the City awaits the construction and opening of the new Downtown Library anticipated for 2022. The lease agreement was executed on January 16, 2020.

With the need to vacate the current downtown library by mid-April, a Contractor is needed to remodel this space and make it ready for a temporary library. The City has currently budgeted \$300,000 from the Library Fund for this project.

In 2016, the City contracted with Construction DesignWorks, LLC (CDW) for the tenant improvements needed for the temporary Indian Creek Library. Much like the current situation with the temporary Downtown Library, the temporary Indian Creek Library project required a quick turn-around to get the library open to the public. Because of the success the City had with CDW with the temporary Indian Creek Library, they are highly qualified for this project.

Attached is the Design-Build Agreement with CDW. Under this Agreement, CDW is responsible for managing all design and construction necessary to complete the project. The Agreement stipulates March 31, 2020 for substantial completion and April 15, 2020 for final completion. All scopes of work for construction of the project will be competitively bid by CDW to qualified subcontractors. Staff will see all the bids and will be involved in the process when selecting subcontractors.

Pending approval of this Agreement, work will begin immediately.

FINANCIAL IMPACT:

Funding for the Temporary Downtown Library Project is as follows:

Library Fund	\$300,000
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MEETING DATE: 2/4/2020

ACTION NEEDED:

Approval of an agreement with Construction DesignWorks, LLC for design and construction of the Temporary Downtown Library Project, PN 6-C-001-20.

ATTACHMENT(S):

- A. Agreement
- B. Project Fact Sheet

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER - LUMP SUM

This **AGREEMENT** is made as of the ____ day of _____ in the year of 20____, by and between the following parties, for services in connection with the Project identified below.

OWNER:

*City of Olathe, Kansas
100 E. Santa Fe
P.O. Box 768
Olathe, KS 66051-0768*

DESIGN-BUILDER:

*CONSTRUCTION DESIGNWORKS, LLC.
21961 W. 83RD ST
SHAWNEE, KS 66227*

*PHONE: 913.745.4727
EMAIL: SCOTT@CONSTRUCTIONDESIGNWORKS.COM*

PROJECT:

*Olathe Temporary Downtown Library
Project No. 6-C-001-20
1078A W. Santa FE
Olathe, KS 66061*

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

Article 1

Scope of Work

1.1 Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, amendments, minor changes and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition), as modified and attached hereto ("General Conditions of Contract");

2.1.2 The Basis of Design Documents, including the Owner's Project Criteria, Design-Builder's Proposal and the Deviation List, if any, contained in the Design-Builder's Proposal, which shall specifically identify any and all deviations from Owner's Project Criteria;

2.1.3 This Agreement, including all exhibits and attachments, executed by Owner and Design-Builder (List for example, performance standard requirements, performance incentive requirements, markup exhibits, allowances, or unit prices);

2.1.4 The General Conditions of Contract; and

2.1.5 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract.

2.1.6 Scope of Work per Exhibit 1 of this agreement. ~~Bid summary per Exhibit 2 of this agreement (if applicable).~~

2.1.7 ~~Owner Allowances per Exhibit 3 of this agreement~~

2.1.8 Tenant Finish Construction Specifications prepared by Construction DesignWorks, LLC, and dated January 15, 2020.

Article 3

Interpretation and Intent

3.1 Design-Builder and Owner, prior to execution of the Agreement, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents, for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof. Conflicts existing within Section 2.1.2 shall be

resolved by giving precedence first to the Deviation List, if any, then the Owner's Project Criteria, and then the Design-Builder's Proposal.

3.3 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.4 If Owner's Project Criteria contain design specifications: (a) Design-Builder shall be entitled to reasonably rely on the accuracy of the information represented in such design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any performance specifications; and (b) Design-Builder shall be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification. Design-Builder shall have an obligation to notify Owner of any conflicts with design specifications and Owner's Project Criteria, including any performance specifications in which it has actual knowledge, or reasonably should have knowledge.

3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4

Ownership of Work Product

4.1 ~~Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below.~~

4.1.1 All drawings, specifications, test reports, and other materials and work products which are prepared or furnished by the Owner prior to this Agreement, or for the performance thereof, shall remain the Owner's sole property. The Owner shall make available to Design-Builder the copies of such materials as necessary for Design-Builder to perform the work.

4.1.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media that will be prepared or furnished by Design-Builder (and Design-Builder's independent professional associates and subcontractors) under this Agreement shall become the sole property of the Owner for use on the Project only. At the conclusion of the Project, or at any other time requested by Owner, Design-Builder shall give Owner all materials obtained or produced in the course of performing the work. Provided, however, that in the event the Project is terminated for convenience, such materials shall be returned to the Design-Builder.

4.1.3 The reuse or modification of any document prepared or furnished by Design-Builder shall be at Owner's sole risk and without liability or legal exposure to Design-Builder.

~~**4.2** Owner's Limited License Upon Project Completion and Payment in Full to Design-Builder. Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a limited license to use the Work Product in connection with Owner's occupancy of the Project, conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below.~~

4.3 ~~Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate.~~ If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:

4.3.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below; and

4.3.2 Owner agrees to pay Design-Builder the additional sum of _____ Dollars (\$_____) as compensation for the right to use the Work Product to complete the Project and subsequently use the work Product in accordance with Section 4.2 if Owner resumes the Project through its employees, agents, or third parties.

4.4 ~~Owner's Limited License upon Design-Builder's Default.~~ If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.

4.5 ~~Owner's Indemnification for Use of Work Product.~~ If Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Article 4, Owner shall defend, indemnify and hold harmless such Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Work Product.

Article 5

Contract Time

5.1 **Date of Commencement.** The Work shall commence ~~within ten (10) days of Design-Builder's receipt on the date of the Owner's issuance~~ of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing.

5.2 **Substantial Completion and Final Completion.**

5.2.1 Substantial Completion of the entire Work shall be achieved ~~no later than 60 calendar days after the Date of Commencement~~ on or before March 31, 2020 ("Scheduled Substantial Completion Date").

5.2.2 Interim milestones and/or Substantial Completion of identified portions of the Work ("Scheduled Interim Milestone Dates") shall be achieved as follows: *(Insert any interim milestones for portions of the Work with different scheduled dates for Substantial Completion):* Non applicable

5.2.3 Final Completion of the Work or identified portions of the Work shall be achieved ~~as expeditiously as reasonably practicable~~ on or before April 15, 2020. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions of Contract.

5.2.3.1 The dates set forth in 5.2.1 and 5.2.3 are based on the Design-Builder receiving a demolition permit from the Owner on or before February 6, 2020. Any delay in issuance of the demolition permit after February 6 shall constitute an automatic and equal adjustment to the dates set forth in 5.2.1 and 5.2.3

5.2.4 All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

~~**5.4 Liquidated Damages.** Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by _____ days after the Scheduled Substantial Completion Date (the "LD Date"), Design-Builder shall pay Owner _____ dollars (\$ _____) as liquidated damages for each day that Substantial Completion extends beyond the LD Date.~~

5.4.1 Any liquidated damages assessed pursuant to this Agreement shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature incurred by Owner which are occasioned by any delay in achieving the Contract Time(s).

~~**5.5 Early Completion Bonus.** If Substantial Completion is attained on or before _____ days before the Scheduled Substantial Completion Date (the "Bonus Date"), Owner shall pay Design-Builder at the time of Final Payment under Section 7.3 hereof an early completion bonus of _____ Dollars (\$ 0) for each day that Substantial Completion is attained earlier than the Bonus Date. (If an early completion bonus is applicable to any dates set forth in Section 5.2.2 or 5.2.3 hereof, this Section 5.6 will need to be modified accordingly)~~

Article 6

Contract Price

6.1 Contract Price. Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of Two Hundred Eighty Thousand dollars (\$280,000.00) ("Contract Price"), subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

6.2 Markups for Changes. If the Contract Price requires an adjustment due to changes in the Work, and the cost of such changes is determined under Sections 9.4.1.3 or 9.4.1.4 of the General Conditions of Contract, the following markups shall be allowed on such changes:

6.2.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of 7.50 percent (7.50 %) of the additional costs incurred for that Change Order, ~~plus any other markups set forth at Exhibit _____ hereto, which Fee shall be identified in and be part of the cost of the Change Order.~~

6.2.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include no additional reduction to account for Design-Builder's Fee or any other markup.

6.3 Allowance Items and Allowance Values.

6.3.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in an Exhibit hereto.

6.3.2 Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing

herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

6.3.3 No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed on an Allowance Item by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

6.3.4 The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Contract Price, and are not subject to adjustment, regardless of the actual amount of the Allowance Item.

6.3.5 Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 6.3.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

~~6.4 Performance Incentives.~~

~~6.4.1~~ ~~Owner and Design-Builder have agreed to the performance incentive arrangements set forth in Exhibit _____.~~

Article 7

Procedure for Payment

7.1 Progress Payments.

7.1.1 Design-Builder shall submit to Owner ~~on no later than the tenth (10th)~~ day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

7.1.2 Owner shall make payment within thirty (30) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.2 and Section 6.3 of the General Conditions of Contract.

7.1.3 Design-Builder and owner agree to the following payment terms:

7.2 Retainage on Progress Payments.

7.2.1 Owner will retain ten percent (10%) from Design-Builder's Applications for Payment, exclusive of general conditions costs, and any amounts paid to Design-Builder's Design Consultant, from each Application for Payment provided, however, that when fifty percent (50%) of the Work has been satisfactorily completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations, Owner will not retain any additional amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Subcontractors completing their work early in the Project.

7.2.2 Within fifteen (15) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount

equal to (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract, and to the maximum extent allowed by law.

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract, which shall include retainage amounts previously withheld by Owner. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment within thirty (30) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

7.4 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing fifteen (15) five (5) days after payment is due at the maximum rate allowed by law at the place of the project. rate of _____ percent (_____ %) per month until paid.

7.5 Record Keeping and Finance Controls. With respect to changes in the Work performed on a cost basis by Design-Builder pursuant to the Contract Documents, Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of one (1) year(s) after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit ~~from time to time~~ at any time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to changes in the Work performed on a cost basis in accordance with the Contract Documents, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by the Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, with the composition of such multiplier or markup not being subject to audit.

Article 8

Termination for Convenience

8.1 Owner and Design-Builder's right to terminate this Agreement shall be in accordance with the General Conditions of this contract. ~~Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:~~

~~**8.1.1** — All Work executed and for proven loss, cost or expense in connection with the Work;~~

~~**8.1.2** — The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and~~

~~**8.1.3** — Overhead and profit in the amount of ten percent (10%) on the sum of items 8.1.1 and 8.1.2 above.~~

~~**8.2** — In addition to the amounts set forth in Section 8.1 above, Design-Builder shall be entitled to receive one of the following as applicable:~~

~~**8.2.1** — If Owner terminates this Agreement prior to commencement of construction, Design-Builder shall be paid ten percent (10%) of the remaining balance of the Contract Price.~~

~~**8.2.2** — If Owner terminates this Agreement after commencement of construction, Design-Builder shall be paid ten percent (10%) of the remaining balance of the Contract Price.~~

~~**8.3** — If Owner terminates this Agreement pursuant to Section 8.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in~~

~~Section 4.3 hereof. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 4.~~

Article 9

Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Beth Wright
Deputy Director of Public Works
P.O. Box 768
Olathe, KS 66051-0768
(913)-971-9061

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Jeff Blakeman
Sr. Building Design Project Manager
P.O. Box 768
Olathe, KS 66051-0768
(913)-971-9047

9.2 Design-Builder's Representatives.

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

Scott Hamele President

9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract:

Titan Fowles Senior Project Manager
Shannon Crowley General Superintendent

Article 10

Bonds and Insurance

10.1 Insurance. Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and identified as Exhibit A and in accordance with Article 5 of the General Conditions of Contract.

10.2 Bonds and Other Performance Security. Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security:

Performance Bond: Required ~~Not Required~~

Maintenance Bond: Required ~~Not Required~~

Performance and Maintenance Bond attached hereto and identified as **Exhibit B** to this agreement. The Design-Builder shall provide the Owner, prior to Owner's issuance of Owner's Notice to Proceed, an executed Performance and Maintenance Bond.

Payment Bond: Required ~~Not Required~~

Payment Bond (Statutory Bond) attached hereto and identified as **Exhibit C** to this agreement. The Design-Builder shall provide the Owner, prior to Owner's issuance of Owner's Notice to Proceed, an executed Statutory Bond.

Other Performance Security: ~~Required~~ Not Required

Article 11

Other Provisions

11.1 Other provisions, if any, are as follows:

(Insert any additional provisions)

.1 Licensing Requirements

The Design-Builder must be authorized to do business in the State of Kansas. If the Design-Builder is a corporation organized outside the State of Kansas it shall review it's 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 Design-Builder, 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 Design-Builder 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 Appointment of Process Agent

The Design-Builder, if not a resident of Johnson County, Kansas, shall appoint a Process Agent being a resident of Johnson County, Kansas. The Design-Builder shall submit with the GMP Proposal the Appointment of Process Agent form as provided in **Exhibit D** to this Agreement. The Process Agent form will be filed with the Clerk of the District Court of the County in which the work is to be performed, as provided by law.

.3 Non-Collusive Affidavit

The Design-Builder shall submit with the GMP Proposal the Non-Collusive Affidavit as provide in **Exhibit E** to this Agreement.

.4 Tax Exemption

All applicable taxes, sales, consumer, use and other similar taxes, imposed by any taxing authority, on materials, equipment or supplies to be incorporated in the work, (except for water main work) shall be tax exempt.

The Design-Builder shall be required to furnish taxing authorities any necessary information or reports pertaining thereto, as required.

Pursuant to KSA 79-3606, both services and materials for this project are exempt from the Kansas Retailers' Sales Tax and the Kansas Compensating Tax. Within fifteen (15) days after the date of Contract

approval, Owner will provide a Kansas Sales tax exemption certificate number to the Design-Builder. The Design-Builder and each Subcontractor or repairman must furnish the exemption certificate number to each supplier on Kansas Sales Tax Division Form STD 74. The exemption certificate number shall be placed on all invoices for material to be incorporated in the work. All invoices shall be held by Design-Builder for 5 years, and shall be subject to audit by the Director of Taxation. Upon completion of the work, Design-Builder shall file with the Owner on a form provided by the Director of Taxation, a sworn statement that all purchases made under the exemption certificate were entitled to be exempt from the Kansas Retailers' Sales Tax and the Kansas Compensating Tax. Design-Builder shall assume full responsibility for proper use of the exemption certificate number and shall pay all legally assessed penalties for improper use of the certificate number.

.5 Affirmative Action / Other Laws

During the performance of this Agreement, the Design-Builder agrees that:

- a. Design-Builder 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 Design-Builder shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the commission;
- c. if the Design-Builder fails to comply with the manner in which the Design-Builder reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder if:

- a. Design-Builder employs fewer than four employees during the term of such contract;
- or
- b. Design-Builder's contract with the City total \$10,000 or less in aggregate.

The Design-Builder 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.

.6 No Third Party Beneficiaries

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

.7 Independent Contractor

The Design-Builder is an independent contractor and as such is not an agent or employee of the City.

.8 Covenant Against Contingent Fees

Design-Builder 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.

.9 Compliance with Laws

Design-Builder 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. Design-Builder 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.

.10 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.

.11 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.

.12 Bidding Procedure, Subcontractor and Supplier Selection

For the purposes of this section, the term "Related Party" shall mean a parent, subsidiary, affiliate, or other entity having common ownership or management with the Design-Builder; any entity in which a stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or and person or entity which has the right to control the business or affairs of the Design-Builder. The term Related Party includes any member of the immediate family of any person identified above.

At a time agreed upon by both the Design-Builder and Owner, the Design-Builder shall furnish in writing to the Owner a list of the names of Subcontractors and/or material and equipment suppliers, organized by specific trade, which the Design-Builder proposes to solicit bids for the Work required of the project. The Design-Builder shall make all reasonable efforts to obtain no less than three (3) bids for each of the scopes of work and/or material and equipment required for the Work of the project. The Owner shall have the right to make suggested additions to or deletions from the list of bidders. The Design-Builder shall clearly identify in writing if any of the proposed Subcontractors and/or material and equipment suppliers which the Design-Builder proposes to obtain bids from is considered a Related Party. The Design-Builder shall not be prohibited from obtaining bids for work and/or material and equipment from a Related Party. However, the Design-Builder shall also obtain bids from no less than two other Subcontractors and suppliers for the same work, material, and/or equipment as is being proposed by a Related Party. Additionally, the Design-Builder shall identify in writing to the Owner all work which will be self-performed by the Design-Builder's personnel, and all material and equipment which will be provided directly by the Design-Builder. If Design-Builder has price agreements in place with preferred suppliers for materials and/or equipment required for this project, and if Design-Builder intends to utilize the preferred supplier for providing the materials and/or equipment required for this project, the Design-Builder shall identify such materials and/or equipment to the Owner. Additionally, the Design-Builder shall provide documentation to the satisfaction of the Owner demonstrating the pricing of the materials and/or equipment from the preferred supplier is competitive in price with the same or substantially the same product as may be provided by another supplier.

The Design-Builder shall obtain bids from Subcontractors and/or suppliers of material and equipment for the Work required of the project. The Design-Builder shall prepare a tabulation of all bids received, and shall identify the Subcontractors and/or material and equipment suppliers which the Design-Builder recommends be awarded the work. The Design-Builder shall deliver to the Owner, for the Owner's review, a copy of the tabulation of all bids received. If so requested by the Owner, the Design-Builder shall submit to the Owner a copy of any and/or all bids received. The Owner and Design-Builder shall then review the tabulation of bids and confirm which bids will be accepted.

The Design-Builder shall not contract with any Subcontractor or supplier which the Owner has made a reasonable objection, and the Design-Builder shall not be required to contract with any Subcontractor or supplier to whom the Design-Builder has made a reasonable objection.

.13 Owner's Project Criteria

The Owner's Project Criteria for this Project is provided in **Exhibit F**.

.14 Design-Builder's Hourly Rate Schedule

Design-Builder's hourly rate schedule for Design-Builder's supervisory and administrative personnel and Design-Builder's professional consultants is provided in **Exhibit G**.

.15 Design-Builder's Schedule of Allowances

Design-Builder's Schedule of Allowances for this project is provided in **Exhibit H**.

The remainder of this page intentionally left blank.

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:

CITY OF OLATHE, KANSAS

(Name of Owner)

(Signature)

(Printed Name)

(Title)

Date: _____

DESIGN-BUILDER:

CONSTRUCTION DESIGNWORKS, LLC.

(Name of Design-Builder)

(Signature)

SCOTT HAMELE

(Printed Name)

PRESIDENT

(Title)

Date: _____

ATTEST:

City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney/Deputy City Attorney/
Assistant City Attorney



STANDARD FORM OF GENERAL CONDITIONS OF CONTRACT BETWEEN OWNER AND DESIGN-BUILDER

Document No. 535

Second Edition, 2010

© Design-Build Institute of America

Washington, DC



Design-Build Institute of America - Contract Documents

LICENSE AGREEMENT

By using the DBIA Contract Documents, you agree to and are bound by the terms of this License Agreement.

1. **License.** The Design-Build Institute of America ("DBIA") provides DBIA Contract Documents and licenses their use worldwide. You acknowledge that DBIA Contract Documents are protected by the copyright laws of the United States. You have a limited nonexclusive license to: (a) Use DBIA Contract Documents on any number of machines owned, leased or rented by your company or organization; (b) Use DBIA Contract Documents in printed form for bona fide contract purposes; and (c) Copy DBIA Contract Documents into any machine-readable or printed form for backup or modification purposes in support of your permitted use.
2. **User Responsibility.** You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results, and for the installation, use, and results obtained from the DBIA Contract Documents. You acknowledge that you understand that the text of the DBIA Contract Documents has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You will not represent that any of the contract documents you generate from DBIA Contract Documents are DBIA documents unless (a) the document text is used without alteration or (b) all additions and changes to, and deletions from, the text are clearly shown.
3. **Copies.** You may not use, copy, modify, or transfer DBIA Contract Documents, or any copy, modification or merged portion, in whole or in part, except as expressly provided for in this license. Reproduction of DBIA Contract Documents in printed or machine-readable format for resale or educational purposes is expressly prohibited. You will reproduce and include DBIA's copyright notice on any printed or machine-readable copy, modification, or portion merged into another document or program.
4. **Transfers.** You may not transfer possession of any copy, modification or merged portion of DBIA Contract Documents to another party, except that a party with whom you are contracting may receive and use such transferred material solely for purposes of its contract with you. You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement, and any attempt to do so is void.
5. **Term.** The license is effective for one year from the date of purchase. DBIA may elect to terminate it earlier, by written notice to you, if you fail to comply with any term or condition of this Agreement.
6. **Limited Warranty.** DBIA warrants the electronic files or other media by which DBIA Contract Documents are furnished to be free from defects in materials and workmanship under normal use during the Term. There is no other warranty of any kind, expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. DBIA does not warrant that the DBIA Contract Documents will meet your requirements or that the operation of DBIA Contract Documents will be uninterrupted or error free.
7. **Limitations of Remedies.** DBIA's entire liability and your exclusive remedy shall be: the replacement of any document not meeting DBIA's "Limited Warranty" which is returned to DBIA with a copy of your receipt, or at DBIA's election, your money will be refunded. In no event will DBIA be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use DBIA Contract Documents even if DBIA has been advised of the possibility of such damages, or for any claim by any other party. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.
8. **Acknowledgement.** You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions and that it will be governed by the laws of the District of Columbia. You further agree that it is the complete and exclusive statement of your agreement with DBIA which supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the subject matter of this agreement.

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Article 1

General

1.1 Mutual Obligations

1.1.1 *Owner and Design-Builder* commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions

1.2.1 *Agreement* refers to the executed contract between Owner and Design-Builder under either ~~DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder - Lump Sum* (2010 Edition)~~ or DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price* (2010 Edition) as modified.

1.2.2 *Basis of Design Documents* are as follows: For DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price*, the Basis of Design Documents are those documents specifically listed in, as applicable, the GMP Exhibit or GMP Proposal as being the "Basis of Design Documents." For ~~DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder - Lump Sum*~~, the Basis of Design Documents are the Owner's Project Criteria, Design-Builder's Proposal and the Deviation List, if any.

1.2.3 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by the Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both the Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.4 *Day or Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.5 *Design-Build Team* is comprised of the Design-Builder, the Design Consultant, and key Subcontractors identified by the Design-Builder.

1.2.6 *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of the Design Consultant, but is retained by the Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents.

1.2.7 *Final Completion* is the date upon which the construction of the Project is complete in accordance with the Contract Documents, the City has accepted the Project, and no further Work remains to be performed under the Contract Documents. ~~the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.~~

1.2.8 *Force Majeure Events* are events beyond the control of both the Design-Builder and Owner, including but not limited to acts of Nature (including fire, flood, earthquake, storm, tornado, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage,

~~embargo, or lockout, are those events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.~~

1.2.9 *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition), as herein modified.

1.2.10 *GMP Exhibit* means that exhibit attached to DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price*, which exhibit will have been agreed upon by Owner and Design-Builder prior to the execution of the Agreement.

1.2.11 *GMP Proposal* means that proposal developed by Design-Builder in accordance with Section 6.6 of DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price*.

1.2.12 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.13 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.14 *Owner's Project Criteria, if provided,* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements.

1.2.15 *Site* is the land or premises on which the Project is located.

1.2.16 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

1.2.17 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

1.2.18 *Substantial Completion* or *Substantially Complete* means the point in time when the Work (or a specified part thereof) has progressed to the point where, in the opinion of the Owner, as evidenced by his definitive statement of Substantial Completion, the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended: or if there be no such statement issued, when Final Payment is due. The terms "substantially complete" and "substantially completed" as applied to any Work refer to "Substantial Completion" thereof. ~~the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes.~~

1.2.19 *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

1.2.20 *Contract Documents* are the documents, consisting of the Agreement, General Conditions

of Contract, GMP Exhibit, Construction Documents, Owner's Project Criteria and all attachments and exhibits to each of the above described documents.

1.2.21 Defective Work is Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the specified requirements, reference standards, tests or reviews referred to in the Contract Documents, or has been damaged prior to approval of final payment unless responsibility for the damage has been expressly assumed by Owner at Substantial Completion.

1.2.22 Engineer means the City Engineer or Public Works Director or his/her designee for City of Olathe

1.2.23 Owner means City of Olathe, Kansas. All references to "City" shall have the same definition as "Owner".

1.2.24 Project means the total design and construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

2.1.2 Design-Builder shall provide Owner with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work; (iv) status of the contingency account to the extent provided for in the Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s).

2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.4 The parties will meet within seven (7) days after execution of the Agreement to discuss

issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.1.5 Design-Builder shall cause appropriate provisions to be inserted in all subcontracts relative the Work to bind Subcontractors to Design-Builder by the terms of the Contract Documents insofar as applicable to the Work of the Subcontractor and to give Design-Builder the same power to terminate any Subcontractor as Owner has to terminate Design-Builder under the provisions of the Contract Documents.

2.1.6 Design-Builder shall not make any substitution for any Subcontractor or supplier who has been accepted by Owner unless the Engineer determines that there is a good cause for doing so. City's disapproval of any Subcontractor shall not, under any circumstances, be the basis for an increase in the Contract Price or a claim for damages caused by such delay.

2.2 Design Professional Services.

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.3 Standard of Care for Design Professional Services.

2.3.1 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.

2.4 Design Development Services.

2.4.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. Interim design submissions shall be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.4.1. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

2.4.2 Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the

approved Construction Documents and shall submit ~~one~~ three hardcopy sets and one electronic copy in a form mutually agreeable by the parties of approved Construction Documents to Owner prior to commencement of construction.

2.4.3 Owner's review and approval of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner. Nothing herein shall be construed to limit or waive Design-Builder's obligation to design and construct Work in accordance with the approved Construction Documents and Specifications.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements.

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.5.2 The Contract Price and/or Contract Time(s) ~~shall~~ may be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Agreement, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

2.6 Government Approvals and Permits.

2.6.1 Design-Builder shall obtain and pay for all construction permits, certificates and licenses, including a certificate of good standing in the State of Kansas, and shall provide such certificate to the Owner as part of the Contract Documents. Design-Builder shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable on the Effective Date of this Agreement.

~~Except as identified in an Owner's Permit List attached as an exhibit to the Agreement, Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.~~

2.6.2 Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

2.7 Design-Builder's Construction Phase Services.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance.

2.7.4 Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.7.6 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.7.7 The Design-Builder shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Design-Builder, and communications given to the superintendent shall be as binding as if given to the Design-Builder. The superintendent must provide his or her email address and cell phone number to Owner and must be available to be contacted during all business hours, and outside of business hours in the event of an emergency.

2.7.8 Whenever the Owner shall notify Design-Builder that any person on the Project is, in his opinion, incompetent, unfaithful, or disorderly or who uses threatening or abusive language to any person representing the Owner when on the Project site or to any citizen, such person shall be immediately discharged from the Work and shall not be re-employed on the Project except with consent of the Owner.

2.7.9 Work days shall be limited to Monday thru Saturday from 7:00 a.m. to 5:00 p.m. No work shall be done between the hours of 5:00 p.m. and 7:00 a.m. nor on Saturdays, Sundays or legal holidays, without the written approval or permission of the Engineer, except such work as may be necessary for the proper care, maintenance and protection of the Work already performed or of equipment, or in the case of an emergency. Work on Saturdays or legal holidays shall be as approved by the Owner. Requests for permission to work on Saturdays must be received no later than 3:00 p.m. on the preceding Thursday. Requests to work on legal holidays must be received at least (5) working days prior to the anticipated date of the work to be performed. Sunday work will not be allowed under any circumstance. Legal holidays observed by the city of Olathe are New Year's Day, Martin Luther King's Birthday, Federal Monday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day (including the following Friday) and Christmas. The actual days off for these holidays may vary and in certain situations additional days may be part of the amount of time granted as an official holiday by the city of Olathe. It shall be the Design-Builder's responsibility to obtain these days prior to the actual request for inspection services. Requests submitted by the Design-Builder to work Saturdays or legal holidays in no way obligates the Owner to approve such requests. Owner will review each request and either approve or deny such request as deemed appropriate by the Owner.

2.7.10 Design-Builder shall be responsible for any damage to the Work, regardless of the cause,

prior to Final Acceptance. Design-Builder shall repair any damage to the Work prior to Final Acceptance.

2.8 Design-Builder's Responsibility for Project Safety.

2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

2.8.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

2.8.4 The Design-Builder must implement and maintain, as required by the Contract Documents, applicable laws and regulations and orders of public authorities having jurisdiction, manufacturers' instructions or recommendations, existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including issuing appropriate notices, distributing material safety data sheets and other hazard communication information, providing protective clothing and equipment, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

2.8.5 The Design-Builder shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

2.8.6 The Design-Builder must not load nor permit any part of any structure at the Site to be loaded or subjected to stresses or pressures so as to endanger its safety or that of adjacent structures or property.

2.8.7 When explosives or other hazardous materials or equipment are stored or used or unusual methods are employed in the performance of the Work, the Design-Builder must exercise utmost care and conduct such activities under supervision of properly qualified personnel.

2.8.8 If the Design-Builder suffers injury or damage to person or property because of an act or omission of the Owner, or of any of the Owner's employees or agents, or of others for whose acts

it is contended that the Owner is liable, written notice of such injury or damage, whether or not insured, must be given to the Owner within a reasonable time not exceeding ten (10) days after the onset or occurrence of such damage or injury or such shorter time as may be required by the Occupational Safety Hazards Administration (OSHA). The notice must provide sufficient detail to enable the Owner to investigate the matter. If notice is not received by the Owner within the time specified, any claim arising from the occurrence will be deemed to be conclusively waived, except to the extent of any applicable insurance (excluding self-insurance) coverage covering such occurrence. The provisions of this Section may not be used by the Design-Builder in lieu of the requirements of Article 9 when the Design-Builder is seeking an adjustment in the Contract Sum and are in addition to the requirements of Article 9 when the Design-Builder is seeking an adjustment in the Contract Time.

2.8.9 The Design-Builder must promptly remedy, at its sole cost and expense, damage and loss to property referred to in Section 2.8.1 caused in whole or in part by the Design-Builder, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, unless otherwise instructed in writing by the Owner. This obligation is in addition to, and not in limitation of, the Design-Builder's obligations for indemnification under Section 7.4.1 and the Design-Builder's responsibility to repair and or replace that portion of the Work and any materials and equipment to be incorporated therein which are damaged as a result of criminal mischief as specified in Section 2.8.10.

2.8.10 The Design-Builder is responsible for taking all reasonable and necessary precautions to secure and protect the Site, the Work, materials and equipment to be incorporated therein, and any tools or equipment of the Design-Builder necessary or beneficial to the performance of the Work from damage due to vandalism, theft, or other criminal mischief. The Design-Builder must repair and/or replace that portion of the work and any materials or equipment to be incorporated therein and any tools or equipment of the Design-Builder necessary or beneficial to performance of the Work which are damaged or stolen due to vandalism, theft or any other criminal mischief at its expense whether or not covered by insurance. No increase in the Contract Sum will be granted to the Design-Builder as a consequence of any delay, impacts or inefficiencies resulting from any act of vandalism, theft or other criminal mischief whether or not caused or contributed to by the Design-Builder's negligence.

2.9 Design-Builder's Warranty.

2.9.1 The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects in material and workmanship, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. Defective Work, whether the result of poor workmanship, from the use of used or defective materials, damaged through carelessness or any other cause, and found to exist within the one (1) year warranty period or such longer time as may be permitted by law, shall be removed immediately and replaced in an acceptable manner. This provision shall have full effect regardless of the fact that the Defective Work may have been done or the defective materials used with the full knowledge of Owner. No inspection by Owner of the Work nor Final Acceptance of the project by Owner shall relieve Design-Builder of its responsibility to perform pursuant to the Contract Documents and provide acceptable Work.

If Owner discovers Defective Work, then Owner shall provide written notice to Design-Builder indicating the nature of the Defective Work and setting forth a time period to correct the Work. If Design-Builder fails to remove Defective Work within the time period set forth in the written notice, the rejected material or Work may be removed and corrected by City pursuant to the provisions of the Contract Documents permitting Owner to correct the Defective Work.

~~Design-Builder warrants to Owner that the construction, including all materials and equipment~~

~~furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.~~

2.10 Correction of Defective Work.

2.10.1 If within one (1) year after the date of Final Acceptance or such longer period of time as may be prescribed by Laws or Regulations or by the term of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be Defective, Owner will issue to Design-Builder a notice of Defective Work detailing the specific nature of the Defective Work. Design-Builder shall, without cost to Owner and in accordance with Owner's notice of Defective Work and written instructions therein, either correct such Defective Work, or, if it has been rejected by Owner, remove it from the site and replace it with acceptable Work. Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work. If Design-Builder does not comply with the terms of such instructions within seven (7) days of receipt of written notice from Owner, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the Defective Work corrected or the Defective Work removed and replaced, and all direct and indirect costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by Design-Builder. In special circumstances where a particular item of equipment is placed in continuous service before Final Acceptance of the Work, the correction period for that item may start to run from an earlier date if so provided in the specifications or by written agreement.

~~Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.~~

~~2.10.2 Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.~~

2.10.3 The one-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

2.10.4 If, instead of requiring correction or removal and replacement of Defective Work, Owner prefers to accept the Defective Work, Owner may do so. Design-Builder shall bear all direct, indirect and consequential costs attributed to Owner's evaluation of and determination to accept such Defective Work (such costs to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such review occurs prior to Owner's

approval of Final Payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and Owner shall be entitled to an appropriate decrease the Contract Price; and, if the parties are unable to agree as to the amount thereof, the dispute resolution process set forth in Article 10 shall govern. If the review occurs after such recommendation, an appropriate amount will be paid by Design-Builder to Owner.

2.10.5 If Design-Builder fails to correct Defective Work within the time period set forth in the notice of Defective Work or to remove and replace Defective Work as required by Owner or if Design-Builder fails to perform the Work in accordance with the Contract Documents, or if Design-Builder fails to comply with any other provision of the Contract Documents, Owner may, after seven (7) days written notice to Design-Builder, correct and remedy any such deficiency. In exercising its right under this paragraph Owner shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, Owner may exclude Design-Builder from all or part of the Project site, take possession of all or part of the Work, and suspend Design-Builder's services related thereto, and incorporate in the Work all materials and equipment stored at the Project site or for which Owner has paid Design-Builder and which are stored elsewhere. Design-Builder shall allow Owner, Owner's representative, agents and employees such access to the Project site as may be necessary to enable Owner to exercise its rights under this paragraph. All direct, indirect and consequential costs of Owner in exercising such rights and remedies will be charged against Design-Builder and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and Owner shall be entitled to an appropriate decrease in the Contract Price, and if the parties are unable to agree as to the amount thereof, the dispute resolution process set forth in Article 10 shall govern. Owner may make a claim thereof. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and all other professionals, all court and arbitration costs and all costs of repair and replacement of Work of others destroyed or damaged by correction, removal or replacement of Design-Builder's Defective Work. Design-Builder shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by Owner's rights hereunder.

2.11 Tests and Observations

2.11.1 Design-Builder shall give Owner at least 48 hours prior notice of readiness of the Work for all required observations, tests or reviews requiring Owner's involvement.

2.11.2 If Laws or Regulations of any public body having jurisdiction required any Work (or part thereof) to specifically be tested, or if the Specifications require any testing or if such testing is necessary to verify compliance with the Contract Documents, the Design-Builder shall assume full responsibility therefore, pay all costs in connection therewith and furnish Owner with the required certificates of inspection, testing or approval. Design-Builder shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with Owner's review of fabrication material, or equipment proposed to be incorporated in the Work.

2.11.3 Neither observations by Owner or inspections, tests or approvals by others shall relieve Design-Builder from his obligations to perform the Work in accordance with the Contract Documents.

2.11.4 If any Work that is included in the Contract (including the work of others) that is to be observed or tested is covered without written concurrence of Owner, it must, if requested by Owner, be uncovered for observation. Such uncovering shall be at Design-Builder's expense unless Design-Builder has given Owner timely notice of Design-Builder's intention to cover such work and Owner has not acted with reasonable promptness in response to such notice.

2.11.5 If Owner considers it necessary or advisable that covered Work that was previously inspected by Owner be observed by Owner or inspected or tested by others, Design-Builder, at Owner's request, shall uncover, expose or otherwise make available for observation, inspection or testing as Owner may require, that portion of the work in question, furnishing all necessary

labor, material and equipment. If it is found that Work is defective, Design-Builder shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not be limited to fees and charges of engineers, architects, attorneys and all other professionals), and Owner shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, the dispute resolution process set forth in Article 10 shall govern. If, however, such Work is not found to be defective, Design-Builder shall be allowed an increase in Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and, if the parties are unable to agree as to the amount or extent thereof, the dispute resolution process set forth in Article 10 shall govern. Nothing in this section shall impair either party's ability to make a claim for compensation as provided in the Contract Documents regarding the increase or decrease in Contract Price caused by uncovering the Work.

2.12 Documents and Samples at the Site.

2.12.1 The Design-Builder shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Current Construction Schedule, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. The Design-Builder shall display a Current Construction Schedule at the site for reference and reliance by the Owner. These shall be delivered to the Owner upon completion of the Work as a record of the Work as constructed.

2.13 Shop Drawings, Product Data, and Samples.

2.13.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Design-Builder or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

2.13.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Design-Builder to illustrate materials or equipment for some portion of the Work.

2.13.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

2.13.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Design-Builder proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals.

2.13.5 The Design-Builder shall review for compliance with the Contract Documents, approve and submit to the Owner Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. The Design-Builder must provide the Owner with copies of all submittals made to regulatory agencies.

2.13.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Design-Builder represents to the Owner that the Design-Builder and the Design-Builder's subconsultants including architects and engineers have (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

2.13.7 The Design-Builder shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar

submittals until the respective submittal has been reviewed by the Owner. The Contractor must correct at its cost, and without any adjustment in Contract Time, any Work the correction of which is required due to the Design-Builder's failure to obtain approval of a submittal required to have been obtained prior to proceeding with the Work, including, but not limited to, correction of any conflicts in the Work resulting from such failure.

2.13.8 The Work shall be in accordance with approved submittals except that the Design-Builder shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Owner's review of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submittal and (1) the Owner has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Owner's review thereof.

2.13.9 The Design-Builder shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Owner on previous submittals.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

3.1.3 Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information.

3.2.1 Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Design-Builder's information and use the following, all of which Design-Builder is entitled to reasonably rely upon in performing the Work, unless otherwise provided in the Contract Documents:

~~**3.2.1.1** Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;~~

~~**3.2.1.2** Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;~~

3.2.1.3 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;

3.2.1.4 A legal description of the Site;

3.2.1.5 To the extent available, record drawings of any existing structures at the Site; and

3.2.1.6 To the extent available, environmental studies, geotechnical studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

3.2.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Financial Information.

3.3.1 At Design-Builder's request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Builder that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Design-Builder may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.

3.3.2 Design-Builder shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Builder to assume obligations or responsibilities greater than those existing obligations Design-Builder has under the Contract Documents.

3.4 Owner's Representative.

3.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

3.5 Government Approvals and Permits.

3.5.1 Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees set forth in the Owner's Permit List attached as an exhibit to the Agreement.

3.5.2 Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

3.6 Owner's Separate Contractors.

3.6.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions.

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

4.1.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

~~**4.1.5** To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.~~

4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

4.2 Differing Site Conditions.

~~**4.2.1** The Owner will provide the Design-Builder with information concerning location and condition of below slab sewer lines. It is the responsibility of the Design-Builder to obtain information concerning conditions below ground at the project site. The Design-Builder shall plan the design and construction of the Work with an understanding of the location and condition of the below slab sewer lines. below ground conditions.~~

~~Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions." If Design-~~

~~Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.~~

4.2.2 Should concealed or unknown conditions that differ materially from conditions ordinarily encountered (a "Differing Site Condition") in the area and generally recognized as inherent in the Work of the character provided for in the Agreement be encountered, and which the Design-Builder could not have reasonably been aware of, the Contract Price and Contract Time may be equitably adjusted by Change Order upon written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to any possible Owner responsibility, Design-Builder shall give Owner written notice of, and an opportunity to observe the "Differing Site Condition". Failure of Design-Builder to make the written notice and claim as required herein shall constitute a waiver by Design-Builder of any claim arising out of, or related to such concealed or unknown conditions. After providing such notice and affording the Owner an opportunity to observe the concealed or unknown condition, Engineer shall provide a written response within fourteen (14) days either confirming and accepting the claim that a Differing Site Condition exists or denying and rejecting that a Differing Site Condition exists.

~~Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.~~

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements.

5.1.1 Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in the Insurance Exhibit to the Agreement. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating set forth in the Agreement.

5.1.2 Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

5.1.3 Prior to commencing any construction services hereunder, Design-Builder shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Design-Builder with reasonable promptness according to the Design-Builder's information and belief.

5.1.4 Design-Builder, upon receipt of notice of any claim in connection with the Agreement, shall promptly notify Owner, providing full details thereof, including an estimate of the amount of loss or liability. Design-Builder shall also promptly notify Owner of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$50,000.00, whether or not such impairment came about as a result of this Agreement.

5.1.5 If Owner subsequently determines that Design-Builder's aggregate limits of protection shall have been impaired or reduced to such extent that Owner determines such limits inadequate for the balance of the Project. Design-Builder shall, upon notice to from Owner promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to Owner.

5.2 — Owner's Liability Insurance.

~~5.2.1 Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located such liability insurance as set forth in the Insurance Exhibit to the Agreement to protect Owner from claims which may arise from the performance of Owner's obligations under the Contract Documents or Owner's conduct during the course of the Project.~~

5.3 — Owner's Property Insurance.

~~5.3.1 Unless otherwise provided in the Contract Documents, Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located property insurance upon the entire Project to the full insurable value of the Project, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance obtained by Owner shall be the broadest coverage commercially available, and shall include as additional insureds the interests of Owner, Design-Builder, Design Consultants and Subcontractors of any tier. Such insurance shall include but not be limited to the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss as called for in the Contract Documents. The property insurance shall include physical loss or damage to the Work, including materials and equipment in transit, at the Site or at another location as may be indicated in Design-Builder's Application for Payment and approved by Owner. The Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.1.~~

~~5.3.2 Unless the Contract Documents provide otherwise, Owner shall procure and maintain boiler and machinery insurance that will include the interests of Owner, Design-Builder, Design Consultants, and Subcontractors of any tier. The Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.2.~~

~~5.3.3 Prior to Design-Builder commencing any Work, Owner shall provide Design-Builder with certificates evidencing that (i) all Owner's insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect until Design-Builder has completed all of the Work and has received final payment from Owner and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Design-Builder. Owner's property insurance shall not lapse or be canceled if Owner occupies a portion of the Work pursuant to Section 6.6.3 hereof. Owner shall provide Design-Builder with the necessary endorsements from the insurance company prior to occupying a portion of the Work.~~

~~5.3.4 Any loss covered under Owner's property insurance shall be adjusted with Owner and Design-Builder and made payable to both of them as trustees for the insureds as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.~~

~~5.3.5 Owner and Design-Builder waive against each other and Owner's separate contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and~~

~~Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement.~~

5.4 Bonds and Other Performance Security.

5.4.1 Design-Builder shall, in accordance with these General Conditions, furnish to Owner a Statutory Bond, Performance Bond and Maintenance Bond on forms approved by Owner and secured by a surety company acceptable to Owner. With each bond there shall be filed with Owner one copy of a "Power of Attorney" certified to include the date of the bonds. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Kansas.

~~If Owner requires Design-Builder to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement.~~

5.4.2 Design-Builder shall notify and obtain the consent and approval of Design-Builder's surety for all Change Orders and written amendments, if such notice is required by Design-Builder's surety or by law. Design-Builder's execution of a Change Order or written amendments to the Agreements shall constitute Design-Builder's warranty to Owner that the surety has been notified and that the surety consents to such Change Orders or written amendment; accordingly surety shall be conclusively deemed to have been notified of such Change Order or written amendment and to have expressly consented thereto.

~~All bonds furnished by Design-Builder shall be in a form satisfactory to Owner. The surety shall be a company qualified and registered to conduct business in the state in which the Project is located.~~

5.4.3 If Design-Builder's surety or any Bond furnished by Design-Builder is declared bankrupt, or becomes insolvent, or its right to do business is terminated in the State of Kansas, or it ceases to meet the requirements herein, Design-Builder shall within five (5) days thereafter substitute an acceptable surety and appropriate Bond.

Article 6

Payment

6.1 Schedule of Values.

6.1.1 Unless required by the Owner upon execution of this Agreement, within ten (10) days of execution of the Agreement, Design-Builder shall submit for Owner's review and approval a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

6.1.2 The Owner will timely review and approve the schedule of values so as not to delay the submission of the Design-Builder's first application for payment. The Owner and Design-Builder shall timely resolve any differences so as not to delay the Design-Builder's submission of its first application for payment.

6.2 Monthly Progress Payments.

6.2.1 On or before the date established in the Agreement, Design-Builder shall submit for

Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof.

6.2.2 The Application for Payment must be notarized and supported by sufficient data to demonstrate the Design-Builder's right to payment and compliance with the payment provisions of the Contract to the satisfaction of the Owner, such as copies of requisitions from Subcontractors and material suppliers, partial lien waivers, releases and other documents. Each Application for Payment must reflect approved Contract Modifications and the Contract retainage provided herein. Applications for Payment may include materials and equipment delivered and suitably stored at the Site for subsequent incorporation in the Work. The Owner has no obligation or responsibility to pay for materials stored off the Site. However, if specifically approved in writing in advance by the Owner, an Application for Payment may include materials and equipment stored off the Site at a location agreed upon in writing. Payment for materials and equipment stored on or off the Site is conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to protect the Owner's interests. Payment for materials and equipment stored off the Site will, in addition, be conditioned upon the Design-Builder's provision of applicable insurance, storage and transportation to the Site.

~~The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.~~

~~**6.2.3** All discounts offered by Subcontractor, Sub-Subcontractors and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment. Unless Owner advances payment to Design-Builder specifically to receive the discount, Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.~~

6.2.4 The Application for Payment shall constitute Design-Builder's representation that the Work described herein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

6.2.5 Prior to Substantial Completion, Applications for Payment will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Owner shall determine, or Owner may withhold in accordance with paragraph 6.3.1 of the General Conditions.

6.2.5.1 90% of Work completed;

6.2.5.2 90% of materials and equipment not incorporated in the Work (but delivered, suitably stored, insured, and accompanied by documentation satisfactory to Owner as provided in Section 6.2.2 of these General Conditions);

6.2.5.3 100% of the Design-Builder Fee earned based upon the value of the Work complete.

6.2.6 Upon Substantial Completion, payment will be made in an amount sufficient to increase total payments to Contractor to 95% of the Contract Price, less such amounts as Owner shall determine, or Owner may withhold in accordance with paragraph 6.3.1 of the General Conditions.

6.2.7 Owner shall require at intervals as it shall determine and at any time before Final Payment is made for the Work specified herein that Design-Builder furnish Owner with written acknowledgements by all Subcontractors and vendors who have done Work or labor on, or who have furnished materials for this Project, that they have been fully paid by Design-Builder for such Work, or labor done or materials furnished by them. Design-Builder's failure to furnish said list or to include all such Subcontractors and vendors shall not relieve Design-Builder of its surety of any obligation assumed under the Contract, nor shall Owner's request for such list create any obligation on Owner's part to verify accuracy. Owner may require, at its option, lien waivers on forms supplied by Owner. Further, it is agreed that Design-Builder shall promptly pay each subcontractor out of the amount paid to Design-Builder on account of such Subcontractor's Work, the amount to which subcontractor is entitled. In the event Owner becomes informed that Design-Builder has not paid a Subcontractor, Owner shall have the right, but not duty, to issue future checks in payment to Design-Builder of amounts otherwise due hereunder naming Design-Builder and such Subcontractor as joint payees. Such joint check procedure, if employed by Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit Owner to this procedure in the future.

6.2.8 Design-Builder has formulated the Contract Price net of all sales and compensation taxes. No applications for Payment shall include any amount for reimbursement of such taxes paid by Design-Builder resulting from Design-Builder's failure to use Owner's tax exemption certificate for any purchase in connection with the Work. Final Payment will not be made to Design-Builder until Owner has received a Project Completion Certificate from the Design-Builder along with a consent of surety to Final Payment.

6.2.9 Design-Builder shall be responsible for the return and/or exchange of surplus materials, and all credits for returned or exchanged materials shall be first submitted to Owner for approval. Applications for Payment shall reflect any such credits, and the Contract Price shall be adjusted as necessary to reflect any such credits. Non-returnable excess materials shall be turned over to Owner, or, at its option, be removed from the Project site at Design-Builder's expense.

6.3 Withholding of Payments.

6.3.1 On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof. Owner may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to Design-Builder, to protect Owner from loss because of:

6.3.1.1 Defective Work not remedied by Design-Builder nor, in the opinion of Owner, likely to be remedied by Design-Builder;

6.3.1.2 Claims of third parties against Owner or Owner's property;

6.3.1.3 Failure by Design-Builder to pay Subcontractors or others in a prompt and proper fashion;

6.3.1.4 Evidence that the balance of the Work cannot be completed in accordance with the Agreement for the unpaid balance of the Contract Price;

6.3.1.5 Evidence that the Work will not be completed in the Contract Time required for substantial or final completion;

6.3.1.6 Persistent failure to carry out the Work in accordance with this Agreement;

6.3.1.7 Damage to Owner or a third party to whom Owner is, or may be, liable;

6.3.1.8 Condition unfavorable for the prosecution of Work, or because of conditions which, in the opinion of the Owner, warrant such action.

6.3.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

6.4 Right to Stop Work and Interest.

6.4.1 If Owner fails to pay timely Design-Builder any amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof. All payments due and unpaid shall bear interest at the rate set forth in the Agreement.

6.5 Design-Builder's Payment Obligations.

6.5.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion.

6.6.1 When Design-Builder considers the entire Work ready for its intended use and all final site restoration, equipment start-up, and testing is complete, Design-Builder shall notify Owner in writing that the entire Work is substantially complete and request that Owner issue a statement of Substantial Completion. Within a reasonable time thereafter, Owner and Design-Builder shall observe the Work to determine the status of completion. If Owner does not consider the Work substantially complete, Owner will notify Design-Builder in writing, giving its reasons therefor. If Owner considers the Work substantially complete, Owner will prepare a tentative statement of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the statement a tentative list of item to be completed or corrected before Final Payment. This list shall be called a Punch List. The statement shall state the responsibilities of Owner and Design-Builder for maintenance, utilities, damage to the Work and insurance if any of these items shall be treated differently upon Substantial Completion and shall further state the time within which Design-Builder shall complete the items on the Punch List attached thereto.

~~Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.~~

~~**6.6.2** Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work,~~

~~Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.~~

6.6.3 Owner shall have the right to exclude Design-Builder from the Work after the date of Substantial Completion, but Owner shall allow Design-Builder reasonable access to complete or correct items on the Punch List.

~~Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.~~

6.7 Final Payment.

6.7.1 Upon written notice from Design-Builder that Work or an agreed portion thereof is complete, Engineer will make a final inspection with Design-Builder and will notify Design-Builder in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Design-Builder shall immediately take such measures as are necessary to remedy such deficiencies. If a repeat final inspection(s) is required, Design-Builder shall bear the cost of such repeat inspection, if any, including engineering and other professional fees. After Design-Builder has completed all such corrections and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents and other documents, and provide all required training, all as required by the Contract Documents, and after Owner has indicated that the Work is complete, Design-Builder may make application for Final Payment following the procedure for progress payment requests.

~~After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has achieved Final Completion.~~

6.7.2 The Final Payment request shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to Owner) of all liens arising out of or filed in connection with the Work. In lieu thereof and as approved by Owner, Design-Builder may furnish receipts or releases in full; an affidavit of Design-Builder that the releases and receipts include all labor, services, material and equipment for which a lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or its property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to Final Payment. If any Subcontractor or supplier fails to furnish a release or receipt in full, Design-Builder may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any lien.

If, on the basis of Owner's observation of the Work during construction and final inspection, Owner determines that the Work has been completed and Design-Builder's other obligations under the Contract Documents have been fulfilled, Final Payment certificates together with acceptance certificates will be submitted for payment.

~~At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:~~

~~**6.7.2.1** An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect~~

~~Owner's interests;~~

~~6.7.2.2 — A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;~~

~~6.7.2.3 — Consent of Design-Builder's surety, if any, to final payment;~~

~~6.7.2.4 — All operating manuals, warranties and other deliverables required by the Contract Documents; and~~

~~6.7.2.5 — Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.~~

6.7.3 Design-Builder's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither payment of any progress or final payment by Owner, nor the issuance of a certificate of Substantial Completion, nor any use or occupancy of the Work or any part thereof by Owner, nor any act of acceptance by Owner nor any failure to do so, nor any correction of Defective Work by Owner shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of Design-Builder's obligation to perform the Work in accordance with the Contract Documents.

~~Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests, (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion and (iii) the terms of any special warranties required by the Contract Documents.~~

6.7.4 The making and acceptance of the final payment shall constitute a waiver of all claims by Design-Builder against Owner other than those claims previously made in writing against Owner by Design-Builder, pending at the time of final payment and identified in writing by Design-Builder as unsettled as of the time of request for final payment.

~~Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein, and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.~~

Article 7

Indemnification

7.1 Patent and Copyright Infringement.

7.1.1 Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright, provided however, that all modifications and/or replacement work performed by the Design-Builder is approved by the Owner and all modifications and/or replacement work meet the requirements of the Contract Documents.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement or violation of any patent or copyright.

7.2 Tax Claim Indemnification.

7.2.1 If, in accordance with Owner's direction, an exemption for all or part of the Work is claimed for taxes, Owner shall indemnify, defend and hold harmless Design-Builder from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's directive. Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely. However, nothing herein shall be construed to waive any right, immunity, or defense available to the City by law.

7.3 Payment Claim Indemnification.

7.3.1 Provided that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

7.4 Design-Builder's General Indemnification.

7.4.1 Indemnification and Hold Harmless: For purposes of this Agreement, Design-Builder and all subcontractors and subconsultants agree 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.

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, 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.

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

Damage Limitations: In the case of any claims against City or its agents indemnified under this Agreement, by Design-Builder 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 Design-Builder or its subcontractors, by the minimum insurance required by this Agreement, nor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

Negligence by the City: Design-Builder 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.

~~Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.~~

~~**7.4.2** If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligation set forth in Section 7.4.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.~~

~~7.5~~ Owner's General Indemnification.

~~**7.5.1** Owner, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Design-Builder and any of Design-Builder's officers, directors, and employees, from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Owner's separate contractors or anyone for whose acts any of them may be liable.~~

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement.

8.2 Delays to the Work.

8.2.1 If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance ~~shall~~ may be reasonably extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events.

8.2.2 Except as otherwise provided in the Contract Documents, no Party shall be liable for any failure to perform its obligations where such failure is as a result of a Force Majeure event. Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

~~In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for Force Majeure Events unless otherwise provided in the Agreement.~~

8.2.3 Excusable delays are delays in the progress of the Work which at the time of the delays were critical path activities as shown on the most recently approved Construction Schedule, or delays to Work not previously identified as critical path activities as shown on the most recently approved Construction Schedule but which become critical path activities as a result of a delay, and which prevent the Design-Builder from achieving Substantial Completion before the expiration of the Contract Time, caused by conditions which could not reasonably be anticipated by, are beyond the control of, and are without the fault or negligence of the Owner as set forth in Sections 8.2.2 and 8.2.4, the Design-Builder, or anyone for whose acts the Design-Builder is responsible. Excusable delays do not include any delays caused in whole or in part by any Subcontractors, Sub-subcontractors or suppliers. There shall be no compensation whatsoever for excusable delays. Excusable delays may, but do not necessarily, include:

8.2.3.1 weather delays as further defined in Section 8.2.8;

8.2.3.2 acts of government and regulatory agencies and officials (other than the Owner in its capacity as Owner);

8.2.3.3 catastrophic events such as fire, flood and unavoidable casualties; and

8.2.3.4 strikes or labor disputes.

8.2.4 Compensable delays are limited to delays in the progress of the Work which at the time of the delays were critical path activities as shown on the most recently approved Construction Schedule, or delays to Work not previously identified as critical path activities as shown on the most recently approved Construction Schedule but which become critical path activities as a result of a delay, and which prevent the Design-Builder from achieving Substantial Completion before the expiration of the Contract Time, caused solely and exclusively by acts or omissions of the Owner (except actions taken by the Owner acting as a regulatory authority to protect the public health or safety or to conform to law).

8.2.5 Unexcused delays are delays in Work which at the time of the delays were critical path activities as shown on the most recently approved Construction Schedule, or delays to Work not previously identified as critical path activities as shown on the most recently approved Construction Schedule but which become critical path activities as a result of a delay, and which prevent the Design-Builder from achieving Substantial Completion before the expiration of the Contract Time, and which are not excusable delays or compensable delays. No increase in the Contract Sum or extension of the Contract Time will be made for an unexcused delay.

8.2.6 The Design-Builder must provide written notice of any actual or prospective delay promptly, and in no event later than ten (10) days after the occurrence of the event giving rise to such delay. The notice must be given to the Owner within the specified time. In the case of a continuing delay, the Design-Builder must provide an initial notice and a further notice at each progress meeting throughout the duration of the delay. The notice must contain all of the specific information required in Section 8.2.7. The Design-Builder's failure to provide the written notice containing the information specified in Section 8.2.7 within the ten (10) days prescribed above will be conclusively deemed a waiver of any claim for delay arising from such occurrence.

8.2.7 The Design-Builder's notice must identify those portions of the Construction Schedule affected by the delay and must include an estimate of the cost and probable effect of the delay, if any, on the progress of the Work. Supporting documentation must include, but is not limited to:

8.2.7.1 A written detailed statement of the reasons and causes for the delay;

8.2.7.2 inclusive dates of the delay;

8.2.7.3 specific trades and portions of the Work affected by the delay;

8.2.7.4 status of Work affected before commencement of the delay;

8.2.7.5 effect of the delay on available "float" time;

8.2.7.6 a critical path method (CPM) analysis demonstrating that the delay has affected an activity then on the critical path at the time of the occurrence of the delay as shown on the most recently approved Construction Schedule, or that the delay has an effect on an activity not previously on the critical path as shown on the most recent approved Construction Schedule, but which becomes a critical path activity as a result of a delay; and

8.2.7.7 if the Design-Builder claims that the delay is an excusable delay or compensable delay, evidence that the delay was unforeseeable, beyond the Design-Builder's control, and without the fault or negligence of the Design-Builder or the negligence of anyone for whose acts the Design-Builder is responsible including any Subcontractor, Sub-subcontractor, Design Consultant, or supplier; and in the case of a compensable delay, was caused solely and exclusively by the acts or omissions of the Owner (excepting actions taken by the Owner to protect the public health or safety or to conform to law) or anyone for whose acts the Owner is responsible, and which are unreasonable under the circumstances involved and not reasonably within the contemplation of the parties.

8.2.8 In order for the Design-Builder to be entitled to an extension of the Contract Time for unusually severe weather, the following conditions must be satisfied:

8.2.8.1 The weather experienced at the Site during the Contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the Project location during any given month;

8.2.8.2 The unusually severe weather must delay Work which at the time of the unusual severe weather was a critical path activity as shown on the most recently approved Construction Schedule, or delays Work not previously identified as critical path activity as shown on the most recently approved Construction Schedule but which become critical path activity as a result of a delay, and which prevents the Design-Builder from achieving Substantial Completion before expiration of the Contract Time. The delay must be beyond the control and without the fault or negligence of the Design-Builder. For example, the impacted activity must not have occurred during unusually severe weather due to previous unexcused delays; and

8.2.8.3 The Design-Builder must have provided written notice of the weather-related delay complying with Sections 8.2.6 and 8.2.7 above.

8.2.8.4 The following schedule of monthly anticipated adverse weather delays constitute the base line for monthly weather time evaluations. The Design-Builder's Construction Schedule must reflect these anticipated adverse weather delays in all-weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY

Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
6	4	3	3	3	3	2	2	2	2	3	3

8.2.8.5 Upon acknowledgement of the Notices to Proceed and continuing throughout the Contract, the Design-Builder must record on the daily superintendent report, the occurrence of adverse weather and resultant impact to normally scheduled Work. Actual adverse weather delay days must prevent Work on critical path activities, or must prevent Work not previously identified as a critical path activity as shown on the most recent approved Construction Schedule but which becomes a critical path activity as a result of a delay, for fifty (50) percent or more of the Design-Builder's scheduled workday. The number of actual adverse weather delays must include Design-Builder's scheduled workdays impacted by actual adverse weather (even if the adverse weather occurred in the previous month), be calculated chronologically from the first to the last day each month, and be recorded as full days. If the Design-Builder has complied with Sections 8.2.6 and 8.2.7 and the provisions of this Section 8.2.8.1 and the number of actual adverse weather delay workdays exceeds the number of days anticipated in the table above, and have adversely affected critical path weather-dependent activities, the Design-Builder is entitled to a Modification of the Contract Time but not the Contract Sum.

8.2.9 If strikes or labor disputes are to be considered as the basis for an excusable delay, they must be documented by data evidencing (i) the trades directly and indirectly involved in or affected by the strike or labor dispute, (ii) reasons for the strike or labor dispute, (iii) the onset and duration of the strike or labor dispute, and (iv) the measures taken by the Design-Builder to avoid or overcome the effects of any delay.

8.2.10 Upon receipt of a notice from the Design-Builder of the occurrence of a delay complying with Sections 8.2.6 and 8.2.7 (and if applicable 8.2.8 and 8.2.9), the Owner will review the most recently approved Construction Schedule to determine (i) whether the delay is in fact an excusable or compensable delay, and (ii) whether any adverse effects of the delay can be overcome by an adjustment in the Construction Schedule, including the application of any unused "float" time available in the schedule. The Owner may require the Design-Builder to submit a more detailed Construction Schedule than previously required in order to permit the Owner to evaluate the delay. Based on such review, the Design-Builder must, if required by the Owner, submit for the Owner's approval a revised Construction Schedule which minimizes the adverse effects of the delay.

8.2.11 No extension of the Contract Time or increase in the Contract Sum will be allowed for any delay or part thereof occurring more than ten (10) days before written notice of the delay is provided by the Design-Builder. No extension of the Contract Time or increase in the Contract Sum will be made to the extent that performance is, was or would have been suspended, delayed or interrupted by another cause for which the Design-Builder is responsible. No increase in the Contract Sum will be made to the extent performance was or would have been suspended, delayed or interrupted by another cause for which the Owner is not solely and exclusively responsible.

8.2.12 The Design-Builder acknowledges and agrees that the profit, additional bond cost and overhead (which includes extended office overhead and site-specific overhead and general conditions) if any, incurred by the Design-Builder in performing work beyond the Work required by the Contract Documents and any and all other costs, compensation or damages due Design-Builder (including any of its Subcontractors or suppliers), is included in, and payable to the Design-Builder as part of the Change Order or Construction Directive. Design-Builder waives any and all other damages and cost of any nature or kind whatsoever including claims for local and cumulative impacts as a result of such Change Order or Construction Directive Work and any and all other claims of any type or nature whatsoever including any claim for loss of productivity or loss of efficiency. The Design-Builder will be compensated for compensable delays only for actual and direct damages resulting from such compensable delays. Actual direct damages are limited to site specific general conditions and do not include any indirect costs such as home office overhead. The Design-Builder will be compensated for such actual and direct damages for compensable delays not attributable to performance of Change Order.

8.2.13 In the event the Owner denies the Design-Builder's request for a change in the Contract Time or, in the case of a compensable delay, a change in the Contract Sum, the Design-Builder may, within ten (10) days after such denial, submit a Claim as provided in Article 15. Submissions made prior to the denial must be resubmitted after the denial. Any Claim on account of denial of a change that is not made within such ten (10) days of the denial is deemed waived.

8.2.14 The Contract Time may only be changed by a Change Order. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party requesting the change to the other party promptly and stating the general nature of the claim. A written claim with supporting data shall be delivered according to Section 8.2.6 (unless the Owner allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by the Owner. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this Article 8.

8.2.15 In executing this Agreement, Design-Builder expressly covenants and agrees that, in undertaking to complete the Work within the time therein fixed, it has taken into consideration and made allowances for all hindrances and delays incident to such Work, whether growing out of delays in securing materials, workers, weather conditions or otherwise.

8.3 Progress and Completion.

8.3.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

8.3.2 The Design-Builder shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by the Contract to be furnished by the Design-Builder and Owner, or prior to approval of Certificates of Insurance, and Additional Insured Endorsement and Notice of

Cancellation Endorsement required to be submitted to Owner under the Contract. The date of commencement of the Work shall not be changed by the effective date of such insurance.

8.3.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. If Design-Builder's Work shall fall behind schedule for reasons that are not excused under the terms of the Contract, Design-Builder shall add additional workers or shifts, and/or work overtime as necessary to maintain the Construction Schedule as a cost of the Work.

8.3.4 The Design-Builder must conform to the most recently approved Construction Schedule. The Design-Builder must complete the indicated Work or achieve the required percentage of completion, as applicable, within any interim completion dates established in the most recently approved Construction Schedule.

8.3.5 The Design-Builder must maintain at the Site, available to the Owner for their reference during the progress of the Work, a copy of the approved Construction Schedule and any approved revisions thereto. The Design-Builder must keep current records of and mark on a copy of the approved Construction Schedule the actual commencement date, progress, and completion date of each scheduled activity indicated on the Construction Schedule.

8.3.6 The Design-Builder represents that its bid includes all costs, overhead and profit which may be incurred throughout the Contract Time and the period between Substantial and Final Completion. Accordingly, the Design-Builder may not make any claim for delay damages based in whole or in part on the premise that the Design-Builder would have completed the Work prior to the expiration of the Contract Time but for any claimed delay.

8.3.7 If the Design-Builder's progress is not maintained in accordance with the approved Construction Schedule, or the Owner determines that the Design-Builder is not diligently proceeding with the Work or has evidence reasonably indicating that the Design-Builder will not be able to conform to the most recently approved Construction Schedule, the Design-Builder must, promptly and at no additional cost to the Owner, take all measures necessary to accelerate its progress to overcome the delay and ensure that there will be no further delay in the progress of the Work and notify the Owner.

8.3.8 The Owner reserves the right to issue a written directive to accelerate the Work that may be subject to an appropriate adjustment, if any, in the Contract Sum.

8.4 Delay Damages.

8.4.1 By executing a Change Order or Contract Amendment, the Design-Builder represents that the Design-Builder is not entitled to an increase in the Contract Sum or an extension of the Contract Time beyond that specified in the Change Order or Contract Amendment for the Work performed or to be performed under the Change Order. The Design-Builder is not entitled to an increase in the Contract Sum or extension of the Contract Time as a result of the issuance by the Owner of Construction Change Directive unless the Design-Builder asserts a claim as required by this Article 8 and Article 10.

8.4.2 The provisions of Section 8.3.1 do not apply to claims that meet all of the following conditions: (i) the claim arises under the Contract; (ii) the claim is limited to actual and direct damages (i.e. profit, additional bond and insurance cost (if any) and overhead (only site-specific overhead and not including home office overhead)) incurred as a result of a delay in completing the Project which the Design-Builder acknowledges are fully compensated for by payment of the adjustment amount specified in Section 8.2.13; (iii) the Contract establishes a time limit for achieving Substantial Completion and the claim is for delays that prevent achievement of Substantial Completion of the Contract within that time limit; (iv) the delay for which damages are claimed is caused solely and exclusively by the Owner or anyone for whom they are responsible;

(v) the delay is not caused by actions taken by the Owner to protect the public health or safety or to conform to law; and (vi) the Design-Builder has fully complied with Sections 8.2.6 and 8.2.7.

8.4.3 A time extension may be granted only for an excusable delay that is beyond the Design-Builder's control and occurs without the Design-Builder's fault or negligence. No time extension will be granted in the absence of a written claim for the time extension complying with Sections 8.2.6 and 8.2.7 (and if applicable, 8.2.8 and 8.2.9).

Article 9

Changes to the Contract Price and Time

9.1 Change Orders.

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

9.1.1.1 The scope of the change in the Work;

9.1.1.2 The amount of the adjustment to the Contract Price; and

9.1.1.3 The extent of the adjustment to the Contract Time(s).

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

9.1.3 Except for Work done as a result of an emergency endangering life or property, no Work resulting in an addition to the Contract Price shall be done by Design-Builder nor shall a claim for an addition to the Contract Price be made by Design-Builder unless pursuant to the provisions of a Change Order.

~~If Owner requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.~~

~~9.2 Work Change Directives.~~

~~**9.2.1** A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).~~

~~**9.2.2** Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.~~

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided,

however, that Design-Build shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Build.

9.4 Contract Price Adjustments.

9.4.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

9.4.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

9.4.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

9.4.1.3 Costs, fees and any other markups set forth in the Agreement; or

9.4.1.4 If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement.

9.4.2 In the event that Unit Prices are provided for in the Contract Documents or are subsequently agreed to by the parties as to all or a part of the Work, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the original agreed upon Unit Price to the quantities of Work proposed in the Change Order is substantially inequitable to either Owner or Design-Build, the Unit Prices shall be reevaluated and may be adjusted by Owner.

~~If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Build because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.~~

9.4.3 If Owner and Design-Build disagree upon whether Design-Build is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Build shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Build shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Build to perform the services in accordance with Owner's interpretations, Design-Build shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Build (i) directing Design-Build to proceed and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Build shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services and (ii) receipt of such payment by Design-Build does not prejudice Design-Build's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.4.4 No change in the Work shall entitle Design-Build an extension to the Contract Time unless the Owner determines that additional Contract Time is required and specifically so provides in the Change Order. No change in the Work shall entitle Design-Build to delay damages. By executing a Change Order, Design-Build represents that Design-Build is not entitled to an increase in the Contract Price or an extension of the Contract Time beyond that specified in the Change Order for the Work to be performed under the Change Order.

9.4.5 The Contract Price and Contract Time may only be adjusted by Change Order. The value of any change in the Work which results in an addition or deduction to the Contract Price shall be determined at the option of the Owner to be either by agreed lump sum or by unit prices named in this Agreement or subsequently agreed upon. In order to arrive at the value for any deletion, Design-Builder shall credit Owner with its projected cost(s), including overhead and fee for any Work which was previously included but which has been excluded by any such Change Order.

9.4.6 No claim for extra Work of any kind will be allowed except as provided herein. If extra Work orders are given in accordance with the provisions of this Agreement, such Work shall be considered a part hereof and subject to each and all of the terms and requirements of this Agreement.

9.4.7 Design-Builder shall be responsible for notifying its surety(ies) of any modifications to the Contract Price or Contract Time, and said surety(ies) shall not seek discharge as a result of any failure on Design-Builder's part to notify surety(ies).

9.5 Emergencies.

9.5.1 In emergencies affecting the safety or protection of persons, the Work, or property at the Project site or adjacent thereto, Design-Builder, without special instruction or authorization from Owner, is obligated to act to prevent threatened damage, injury, or loss. Design-Builder shall give Owner prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused by such emergencies. If the Owner determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a written Amendment or Change Order will be issued to document the consequences of the changes or variations. Owner shall also have the right to immediately cure an emergency without notice to Contractor. If Owner observes a situation in which it believes Design-Builder has not taken sufficient precaution for the safety of the public or the protection of the Project, Owner may direct Design-Builder to take immediate action and Design-Builder shall immediately respond.

~~In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.~~

Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief.

10.1.1 If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

10.2 Dispute Avoidance and Resolution.

10.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless the Owner and Design-Builder mutually agree otherwise.

10.2.3 If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

10.2.4 If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within ~~thirty (30)~~ sixty (60) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by the Owner and Design-Builder and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation.

10.2.4.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.

10.2.4.2 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.

10.2.4.3 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 the Agreement not resolved by mediation shall be litigated in the District Court of Johnson County, Kansas, or the closest Court of competent jurisdiction thereto.

10.3 Arbitration.

10.3.1 No dispute will be submitted to arbitration without both Parties express written consent.

~~Any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 above, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the AAA then in effect, unless the parties mutually agree otherwise.~~

~~**10.3.2** The award of the arbitrator(s) shall be final and binding upon the parties without the right~~

~~of appeal to the courts. Judgment may be entered upon it in accordance with applicable law by any court having jurisdiction thereof.~~

~~**10.3.3** Design-Builder and Owner expressly agree that any arbitration pursuant to this Section 10.3 may be joined or consolidated with any arbitration involving any other person or entity (i) necessary to resolve the claim, dispute or controversy, or (ii) substantially involved in or affected by such claim, dispute or controversy. Both Design-Builder and Owner will include appropriate provisions in all contracts they execute with other parties in connection with the Project to require such joinder or consolidation.~~

~~**10.3.4** The prevailing party in any arbitration, or any other final, binding dispute proceeding upon which the parties may agree, shall be entitled to recover from the other party reasonable attorneys' fees and expenses incurred by the prevailing party.~~

10.4 Duty to Continue Performance.

10.4.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Design-Builder, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

10.5 CONSEQUENTIAL DAMAGES.

10.5.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

10.5.2 The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages or lost early completion bonus, if any, set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward Design-Builder for some damages that might otherwise be deemed to be consequential.

Article 11

Stop Work and Termination for Cause

11.1 Owner's Right to Stop Work.

11.1.1 Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to Design-Builder which shall fix the date on which Work shall be resumed. Design-Builder shall resume the Work on the date so fixed. Design-Builder will not be entitled to an increase in the Contract Price, but may be granted an extension of Contract Time for any suspension of Work made as a result of delays to the Work caused by utility companies, or other contractors outside of the Owner's control. Design-Builder will not be allowed an increase in the Contract Price or an extension of the Contract Time, if such suspension is made as the result of an act or omission of Design-Builder including but not limited to the occurrence of any one or more of the following events:

11.1.1 If Design-Builder fails to supply a qualified superintendent, sufficient skilled

workmen, Subcontractors, or suitable materials or equipment;

11.1.2 If Design-Builder repeatedly fails to make prompt payments to Subcontractors or suppliers or for labor, materials or equipment;

11.1.3 If Design-Builder disregards Laws and Regulations of any public body having jurisdiction;

11.1.4 If Design-Builder otherwise violates in any substantial way any provisions of the Contract Documents Owner shall have authority to suspend the Work wholly or in part, for such period of time as it may deem necessary, due to conditions unfavorable for the prosecution of the Work, or due to conditions which warrant such action, or for such time as is necessary by reason of failure on the part of Design-Builder to carry out orders given, or to perform any or all provisions of the Contract.

If it becomes necessary to suspend Work for an indefinite period of time, Design-Builder shall (a) store all materials and equipment in such manner that the stored materials and equipment will not obstruct or impeded vehicular or pedestrian travel on either public or private property or become damaged in any way; (b) take every precaution to prevent damage or deterioration of the Work performed; and (c) erect temporary structures, surfaces, and protective barriers where necessary. Design-Builder shall not suspend Work without written authority from Owner.

~~Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.~~

11.1.2 If the Work is defective, or Design-Builder fails to supply sufficient skilled workmen or suitable materials or equipment, or Design-Builder fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Design-Builder or any other party. Further, such order by Owner shall not result in a claim by Design-Builder for an increase in Contract Time or Contract Price.

~~Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of the Work by Owner.~~

11.2 Owner's Right to Perform and Terminate for Cause.

11.2.1 Without in any manner limiting the right of Owner to terminate the Contract or declare Design-Builder in default thereof for any reason set forth in the Contract Documents, if the Work to be done under this Agreement shall be abandoned by Design-Builder; or if this Contract shall be assigned by Design-Builder otherwise than as herein provided; or if Design-Builder should be adjudicated to be bankrupt; or if a general assignment of its assets should be made for the benefit of its creditors; or if a receiver should be appointed for Design-Builder or any of its property; or if at any time Owner has a good faith basis to believe that Design-Builder is materially violating any of the conditions or covenants of this Agreement or the specifications therefore, that it is executing the same in bad faith or otherwise not in material accordance with the terms of said Contract; or if all Work of the Project is not completed within the Contract Time named for the completion (except for a Force Majeure event and/or excusable delay) or within the time to which such completion date may be extended; then, in addition to other rights Owner may choose to exercise, Owner may, at its option, serve written notice upon Design-Builder and its surety of Owner's intention to terminate this Agreement, and, unless within fourteen (14) days after the receipt of such notice upon Design-Builder, a satisfactory arrangement is made for the continuance thereof, this Contract shall cease and terminate. Whether or not a satisfactory

arrangement has been proposed by the Design-Builder shall be in the reasonable discretion of the Owner.

~~If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.~~

11.2.2 In the event of such termination, or in the event that Design-Builder fails to perform and abide by any obligation set forth herein in any respect, Owner shall serve notice thereof upon the surety and Design-Builder within a reasonable time, and the surety shall have the right to take over and complete the Work; provided, however, that if the surety does not commence performance thereof within fourteen (14) days from the date of said notice of termination, Owner may take over the Work and prosecute same to completion, by contract or otherwise, for the amount and at the expense of Design-Builder, and Design-Builder and its surety shall be liable to Owner for any and all excess cost sustained by Owner by reason of such prosecution and completion; and in such event Owner may take possession of, and utilize in completing the Work, all such materials as may be on the site of the Work and necessary therefore. When Design-Builders services have been so terminated, such termination shall not affect any rights or remedies of Owner against Design-Builder then existing or which may later accrue. Similarly, any retention or payment of monies due Design-Builder shall not release Design-Builder from liability.

~~Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.~~

11.2.3 Owner reserves the right, in its sole discretion and for its convenience and without cause or default on part of Design-Builder, to terminate the Contract by providing written notice of such termination to Design-Builder specifying when such termination becomes effective. Upon receipt of such notice from Owner, Design-Builder shall: (1) immediately cease all Work; or (2) meet with Owner and, subject to Owner's approval, determine what Work shall be required of Design-Builder in order to bring the Project to a reasonable termination in accordance with the request of Owner. If Owner shall terminate for its convenience as herein provided, Owner shall compensate Design-Builder for all purchased materials and actual cost of Work completed to date of termination. Design-Builder agrees that it shall require all its Subcontractor agreements to contain termination for convenience provision thereby releasing Design-Builder from its obligations to its subcontractors should Owner terminate this Agreement for convenience. The provision shall also contain a waiver of liability against Owner in the event of such termination.

~~Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to~~

~~Design-Builder. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the procurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.~~

11.2.4 If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with ~~the provisions of Article 8 of the Agreement~~ section 11.2.3, above.

11.3 Design-Builder's Right to Stop Work.

11.3.1 Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

~~**11.3.1.1** Owner's failure to provide financial assurances as required under Section 3.3 hereof; or~~

11.3.1.2 Owner's failure to pay undisputed amounts properly due under Design-Builder's Application for Payment.

11.3.2 Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage. The provisions of this paragraph shall not relieve Contractor of his obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with Owner.

11.4 Design-Builder's Right to Terminate for Cause.

11.4.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

11.4.1.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

11.4.1.2 Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

11.4.1.3 Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-

Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

11.5 Bankruptcy of Owner or Design-Builder.

11.5.1 ~~If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's Design-Builder's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:~~

11.5.1.1 ~~The Bankrupt Party Design-Builder, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party Owner, adequate assurance of the ability of the Bankrupt Party Design-Builder to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and~~

11.5.1.2 ~~The Bankrupt Party Design-Builder shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.~~

~~If the Bankrupt Party Design Builder fails to comply with its foregoing obligations, the non-Bankrupt Party Owner shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party Owner under this Article 11.~~

11.5.2 ~~The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party Owner to seek any other rights and remedies provided by the Contract Documents or by law, including, but not limited to its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.~~

Article 12

Electronic Data

12.1 Electronic Data.

12.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data"). However, Design-Builder will provide paper hard copies of any such documents when requested by Owner.

12.2 Transmission of Electronic Data.

12.2.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

12.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

12.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13

Miscellaneous

~~13.1 Confidential Information.~~

~~**13.1.1** Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.~~

13.2 Assignment.

13.2.1 Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

13.2.2 In case Design-Builder assigns all, or any part, of the monies due or to become due under this Agreement, the instrument of assignment shall contain a clause substantially as follows: "It is agreed that the right of the assignee in and to any monies due or to become due to Design-Builder shall be subject to all prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Agreement and that no money shall be paid to assignee on behalf of Design-Builder by Owner until such time as Design-Builder has discharged its obligations to Owner under this Agreement. It is expressly understood and agreed that no assignment shall be effective as against Owner unless the assignment complies with the foregoing."

13.3 Successorship.

13.3.1 Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

13.4 Governing Law.

13.4.1 The Agreement and all Contract Documents shall be governed by the laws of the ~~place of the Project, without giving effect to its conflict of law principles~~ State of Kansas.

13.5 Severability.

13.5.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver.

13.6.1 The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.7 Headings.

13.7.1 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.

~~The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.~~

13.8 Notice.

13.8.1 Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual

intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement, or (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient. Unless otherwise specified in the Contract Documents, notice to Design-Builder shall be made to the resident superintendent with a copy to the individual who executed the Contract Documents on behalf of the Design-Builder. Notice to Owner should be made to Owner's Project Representative with a copy to City Attorney.

13.9 Amendments.

13.9.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

13.10 Nondiscrimination & EEOC.

13.10.1 Design-Builder agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities: (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer": (c) to comply with the reporting requirements as set out at K.S.A. 44-1031 and K.S.A. 44-1116: (d) to include the provisions of (a) through (c) above in every subcontract and purchase order so that they are binding upon such subcontractors and vendors: (e) that a failure to comply with any of the requirements set forth above constitutes a breach of this Agreement and Owner shall have the ability to terminate this Agreement for such a breach.

13.10.2 Design-Builder must execute a Certificate of Nondiscrimination as provided in K.S.A. 44-1030.

13.10.3 Design-Builder may be required under Section 60-1.40 Title 41, of the C.F.R. to develop a written Affirmative Action Compliance Program if Design-Builder has two or more employees. If Design-Builder is so required, it agrees to do so no later than 120 days after the Effective Date of the Contract and to maintain such program until such time as it is no longer required by law or regulations.

13.10.4 Design-Builder shall be bound by and agrees to the provisions of the Vietnam Era Veteran's Readjustment Act of 1974 and all regulations, rules and orders promulgated thereunder.

13.10.5 Design-Builder shall be bound by and agrees to the provisions of Section 503 of the Rehabilitation Act of 1973 and all regulations, rules and orders promulgated thereunder.

13.11 Sexual Harassment.

13.11.1 Harassment on the basis of sex is a violation of Sec. 703 of Title VII of the federal Civil Rights Act of 1964. Any such proven harassment of employees or of other persons shall be deemed a breach of the present Contract and it may be canceled, terminated or suspended, in whole or in part, by City.

Applying general Title VII principles, Design-Builder is responsible for the acts of its agents, employees and Subcontractors with respect to sexual harassment regardless of whether the specific acts complained of were authorized or were forbidden by Design-Builder and regardless of whether Contractor knew of should have known of their occurrence. Design-Builder agrees to abide by all other federal, state or 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 with same.

13.12 Entire Agreement.

13.12.1 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.

13.13 Taxes.

13.13.1 The Owner enjoys tax exempt status. To enjoy the cost-savings benefits of its tax-exempt status, the Owner will provide a Tax Exemption Certificate to the Design-Builder for use on the Project. The Design-Builder shall use that certificate to exempt any purchases made for the Work from taxes. Design-Builder will pass on all savings for the tax-exempt status to the Owner. The Design-Builder agrees to bind all Subcontractors of any tier to the obligation to present and use the Tax Exemption Certificate and pass all savings to the Owner.

13.13.2 The Design-Builder will require all Subcontractors and bidders to provide cost information for materials separate from other costs for labor, profit, overhead, etc. to allow the Owner to verify that no taxes are to be paid on material procurement and that such savings shall be passed on to the Owner.

13.13.3 The Design-Builder will maintain all records, invoices, receipts, or other accounting data regarding material purchases and will allow, upon written request of the Owner and within a reasonable time frame after receipt of such request, the Owner to audit such records to verify tax savings. If an audit reveals taxes paid or savings not transferred to the Owner, the Design-Builder will be liable to the Owner for those amounts and the Owner may back-charge the Design-Builder for those amounts if a balance of funds due and payable remains at the time of such discovery.

13.13.3.1 The Design-Builder will require all Subcontractors of any tier maintain all records, invoices, receipts, or other accounting data regarding material purchases. The Design-Builder will collect such records with each application for payment it receives from its Subcontractors and shall maintain such records in the same manner and location as the Design-Builder's records.

13.13.3.2 The Design-Builder will ensure its Subcontractors and any lower-tier Subcontractors include these obligations in their contracts and bind themselves in the same manner as Design-Builder is bound to the Owner.

13.14 Survival of Obligations.

13.14.1 All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor

EXHIBIT A

CITY OF OLATHE INSURANCE REQUIREMENTS OLATHE TEMPORARY DOWNTOWN LIBRARY PROJECT NO. 6-C-001-20

A. Contract Professional(s) 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 Contract Professional(s)'s bid

B. Coverages and minimum limits.

1. Commercial General Liability: [ISO "occurrence" form or its equivalent] \$1,000,000 per occurrence limit and products - completed operations limit. Any general aggregate limit should be at least \$2 million.
2. Business Auto Coverage: (*Owned, hired and non-owned autos*) \$1,000,000 property damage / bodily injury, combined single limit.
3. Professional Liability: Minimum limits to be \$1,000,000 each claim / annual aggregate.
4. Workers Compensation and Employers Liability: Workers compensation limits as required by the statutes of the state of Kansas and employers liability limits of \$500,000/\$500,000/\$500,000. When workers compensation insurance policy is applicable "other states" coverage is required.
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 Contract Professional(s) nor has the CITY assessed the risk that may be applicable to Contract Professional(s). Contract Professional(s) shall assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverages. The Contract Professional(s)'s insurance shall be primary and any insurance or self-insurance maintained by the City shall be excess and not contribute with the coverage maintained by Contract Professional(s).

C. Additional Insured. The City shall be listed by ISO endorsement or its equivalent as additional insureds for the project. Any and all coverage available to the named insured is applicable to the additional insured. The Contract Professional(s)'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. Builder's Risk. Contract Professional(s) shall obtain and maintain builder's risk property insurance in a form acceptable to the CITY upon the entire Project for the full construction cost. This insurance shall include as named insureds the CITY, Contract Professional(s), Architect/Engineer, Subcontractors and Sub-subcontractors. This insurance shall insure against loss from the perils of fire and extended coverage, and shall include "all risk" insurance for physical loss or damage including without duplication of coverage at least: theft, vandalism, malicious mischief, transit, collapse, falsework, temporary buildings, debris removal, flood, earthquake, windstorm, testing, and damage resulting from defective design, workmanship or material. The Contract Professional(s) shall increase limits of coverage, if necessary, to reflect estimated replacement cost or increase in project cost. The Contract Professional(s) shall be

responsible for any co-insurance penalties or deductibles. The policy shall include a provision whereby each insured will be protected against the excluded or fraudulent acts of coinsureds. The Builders' Risk Insurance, to the extent available in the marketplace, may contain provisions at the Contract Professional(s) discretion, for payment for delays and/or payment for accelerating the Work due to a cause covered by the Builders' Risk Policy.

E. Verification of Coverage.

1. A certificate of liability insurance accompanied by an additional insured ISO form endorsement (CG 20 10; and CG 20 37) or equivalent effecting the coverage required by the City.
2. Evidence of Property Insurance confirming the Builder's Risk policy, listing CITY as loss payee.
3. The insurance coverages are to be provided by Kansas authorized insurance companies with a Best's rating of at least A-:VII. Insurers not meeting this standard must be approved by City.
4. Any self-insurance or self-insured retentions must be specified on the certificate of insurance. In addition, 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 describes coverages shall be the responsibility and at the sole risk of the Contract Professional(s). The City may require written guarantees for payment procedures of self-insured losses and related investigations, claims administration and cost of defense.
5. When any of the foregoing insurance coverages are required to remain in force after final payment, an additional certificate with appropriate endorsements evidencing continuation of such coverage shall be submitted along with the application for final payment.
6. 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.
7. The CITY reserves the right, at any time, to require complete, certified copies of all required insurance policies.

E. Cancellation. Each insurance policy required by this clause shall not be suspended, voided, or canceled by either party; except after thirty (30) days' written notice has been given to the City.

F. Subcontract Professionals. All coverages for subcontract Professionals shall be subject to all of the requirements stated herein.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/23/2020

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		CONTACT NAME:	
Marla Williams Agency Inc		PHONE (A/C, No. Ext):	
7269 W 97TH ST		FAX (A/C, No):	
OVERLAND PARK KS 66212		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
		INSURER A: NATIONWIDE MUTUAL INSURANCE COMPANY	
		23787	
		INSURER B: AMCO INSURANCE COMPANY	
		19100	
		INSURER C: ALLIED INSURANCE COMPANY OF AMERICA	
		10127	
		INSURER D: TRAVELERS PROPERTY CASUALTY COMPANY	
		36161	
		INSURER E:	
		INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		ACP GLO 3036615146	04/16/2019	04/16/2020	EACH OCCURRENCE		
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						\$ 1,000,000		
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
							MED EXP (Any one person)	\$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000	
	OTHER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	X		ACP BAL 3036615146	04/16/2019	04/16/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> OWNED AUTOS ONLY						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident)	\$
								\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			ACP CAA 3036615146	04/16/2019	04/16/2020	EACH OCCURRENCE	\$ 5,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB						CLAIMS-MADE	AGGREGATE	\$ 5,000,000
	DED	RETENTION \$						\$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	6JUB 8H26268	04/16/2019	04/16/2020	<input checked="" type="checkbox"/> PER STATUTE	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 500,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500,000	
							E.L. DISEASE - POLICY LIMIT	\$ 500,000	

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

Certificate holder is added as additional insured under the liability coverage per the attached CG 2010 04 13 and CG 20 37 04 13.

RE: Olathe Temporary Downtown Library Project No. 6-C-001-20

CERTIFICATE HOLDER**CANCELLATION**

CITY OF OLATHE P.O. Box 768 OLATHE KS 66061-0768	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Melissa Hefe

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
CITY OF OLATHE PO BOX 768 OLATHE, KS 66051-0768
Location(s) Of Covered Operations
ALL LOCATIONS AT WHICH ONGOING OPERATIONS ARE BEING PERFORMED FOR THE ADDITIONAL PERSON(S) OR ORGANIZATION(S)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

CG 20 10 04 13

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All terms and conditions apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
CITY OF OLATHE PO BOX 768 OLATHE, KS 66051-0768
Location and Description Of Completed Operations
OLATHE LIBRARY
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

However:

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

required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All terms and conditions apply unless modified by this endorsement.

EXHIBIT B

**CITY OF OLATHE, KANSAS
PERFORMANCE & MAINTENANCE BOND**

National American Insurance Company _____, as surety ("Surety"), and Construction DesignWorks, LLC _____, as principal ("Contractor"), enter into and execute this Bond ("Performance Bond"), and bind themselves in favor of the City of Olathe, Kansas as obligee ("Owner"), in the initial amount of \$ 280,000.00 _____, which amount is one hundred percent (100%) of the Contract Sum, or such greater amount as the Contract Sum may be adjusted from time to time in accordance with the Contract between the Contractor and Owner, (the "Penal Sum").

WHEREAS, the Contractor has executed a contract with the Owner dated _____ under City Project No. 6-C-001-20 to timely and fully provide all labor, tools, equipment and materials or supplies in conformance with generally accepted standards for quality, skill and construction of similar projects in a workmanlike manner, as designated, described and required by the Instruction to Bidders, Bid Proposal, the Contract Documents, General and Technical or Special Specifications of the Contract, Plans, and any Written Addendum's or Change Orders, (hereinafter collectively referred to as the "Contract"), as may be necessary to ensure the timely completion of the Temporary Downtown Library Project in the City of Olathe, Johnson County, Kansas (the "Project");

WHEREAS, the Owner has required the Contractor to furnish this Performance and Maintenance Bond as a condition to executing the Contract with the Contractor, and has further required the Contractor to guarantee and maintain the Project work in accordance with the Contract for the period of One (1) Year after achieving final completion of the project as defined in the Contract.

It is agreed if the Contractor shall in all particulars promptly and faithfully perform each and every covenant, condition, and part of the Contract, according to the true intent and meaning in each case, and the Project improvements shall be constructed in accordance with the Contract so as to endure without defect and need of repair for the period(s) as stated in the Contract Documents, then this obligation shall be and become null and void; otherwise it shall remain in full force and effect.

The Surety and the Contractor, both jointly and severally, and for themselves, their heirs, administrators, executors, successors and assigns agree:

- 1) The Contract is incorporated by reference and made a part of this Bond. The Surety and the Contractor are bound for the full performance of the Contract including without exception all of the Contract Documents as designated, defined and described in the Contract and all terms and conditions, both express and implied.
- 2) If the Owner shall provide to Surety the written notice of the Owner stating that the Contractor is in breach or default of the Contract, and that such breach or default remains uncured by the Contractor, then upon delivery of such notice to the Surety in the method for providing notices as set forth in Paragraph 7 below, Surety must promptly notify the Owner in writing which action it will take as permitted in Paragraph 3.

- 3) Upon the delivery of the Owner's written notice of breach or default by the Contractor as provided in Paragraph 2 above, the Surety may promptly remedy the breach or default or must, within ten (10) days, proceed to take one of the following courses of action:
- a. **Proceed Itself.** Complete performance of the Contract including correction of defective and nonconforming Work through its own contractors or employees, approved as being acceptable to the Owner, in the Owner's sole discretion, provided, however, that Contractor will not be retained, and provided further that Owner's discretion to approve Surety's contractor will not be unreasonably withheld as to any contractor who would have qualified to offer a proposal on the Contract and is not affiliated with the Contractor. During this performance by the Surety the Owner will pay the Surety from its own funds only those sums as would have been due and payable to the Contractor under the Contract as and when they would have been due and payable to the Contractor in the absence of the breach or default not to exceed the amount of the remaining Contract balance less any sums due the Owner under the Contract. During this performance Surety's payment and performance bond must remain in full force and effect; or
 - b. **Tender a completing contractor acceptable to Owner.** Tender a contractor, approved as being acceptable to the Owner (in the Owner's sole discretion), together with a contract for fulfillment and completion of the Contract executed by the completing contractor, to the Owner for the Owner's execution. Owner's discretion to approve Surety's completing contractor will not be unreasonably withheld as to any contractor who would have qualified to offer a proposal on the Contract and is not affiliated (as defined in the General Conditions of Contract) with the Contractor. Owner's discretion to approve Contractor as the completing contractor, however, shall be in Owner's sole subjective discretion. Upon execution by the Owner of the contract for fulfillment and completion of the Contract, the completing contractor must furnish to the Owner a performance and maintenance bond and a separate statutory payment bond, each in the form of those bonds previously furnished to the Owner for the Project by the Contractor. Each such bond must be in the Penal Sum of the full cost to complete the Contract. The Owner will pay the completing contractor from its own funds only those sums as would have been due and payable to the Contractor under the Contract as and when they would have been due and payable to the Contractor in the absence of the breach or default not to exceed the amount of the remaining Contract balance less any sums due the Owner under the Contract. To the extent that the Owner is obligated to pay the completing contractor sums which would not have then been due and payable to the Contractor under the Contract (any sums in excess of the then remaining Contract balance less any sums due the Owner under the Contract), the Surety must pay to the Owner the full amount of those sums at the time the completing Contractor is tendered to the Owner so that the Owner can utilize those sums in making timely payment to the completing contractor; or
 - c. **Tender the Full Penal Sum.** Tender to the Owner the full Penal Sum of the surety bond. The Owner will refund to the Surety without interest any unused portion not spent by the Owner procuring and paying a completing contractor or completing the construction contract itself, plus the cost allowed under Section 4, after completion of the contract for fulfillment and completion of the Contract and the expiration of any applicable warranties; or

- d. **Other Acts.** Take any other acts mutually agreed upon in writing by the Owner and the Surety.
- e. **IT SHALL BE NO DEFENSE TO SURETY'S OBLIGATION TO UNDERTAKE ONE OF THE PRECEDING COURSES OF ACTION THAT THE CONTRACTOR CONTENDS THAT IT IS NOT IN BREACH OR DEFAULT OF THE CONTRACT, OR THAT THE NOTICE OF BREACH OR DEFAULT WAS DEFECTIVE, OR THAT THE CONTRACTOR HAS RAISED ANY OTHER CLAIM OF DEFENSE OR OFFSET, PROVIDED ONLY THAT SURETY HAS RECEIVED THE WRITTEN NOTICE OF THE OWNER AS SPECIFIED IN PARAGRAPH 2.**
- 4) In addition to those duties set forth herein above, the Surety must promptly pay the Owner (i) all losses, costs and expenses resulting from the Contractor's breach(es) or default(s), including, without limitation, fees, expenses and costs for architects, engineers, consultants, testing, surveying and attorneys, plus (ii) liquidated or actual damages, whichever may be provided for in the contract, for lost use of the Project, plus (iii) re-procurement costs and fees and expenses, plus (iv) costs incurred at the direction, request, or as a result of the acts or omissions of the Surety; provided that in no event shall Surety's liability exceed the Penal Sum of this Bond.
- 5) The Surety waives notice of any Modifications to the Contract, including changes in the Contract Time, the Contract Sum, the amount of liquidated damages, or the Work to be performed. The parties expressly agree that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the Contract Sum more than 25 percent (25%), so as to bind the Contractor and the Surety to the full and faithful performance of the Agreement so amended. The term "*amendment*" or "*modification*" wherever used in this Bond, and whether referring to this Bond or the Contract, shall include any alteration, addition, extension, or modification of any character whatsoever.
- 6) The Surety provides this Performance and Maintenance Bond for the sole and exclusive benefit of the Owner and, if applicable, any dual obligee designated by attached rider, together with their heirs, administrators, executors, successors, and assigns. No other party, person or entity has any rights against the Surety.
- 7) All notices to the Surety, the Contractor or the Owner must be given by Certified Mail, Return Receipt Requested, to the address set forth for each party below:

SURETY

Name: National American Insurance Company
Attention: Josh Bryan
Street: PO Box 9
City, State, ZIP: Chandler, AZ, 74834

CONTRACTOR

Name: Construction DesignWorks, LLC
Attention: Scott Hamele
Street: 6657 Woodland Dr.
City, State, ZIP: Shawnee KS 66218

OWNER

City of Olathe, Kansas
Attn: Jeff Blakeman, Sr. Building Design Project Manager
P.O. Box 768
Olathe, KS 66051-0768

with a copy to:

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

- 8) The recitals contained in this Performance and Maintenance Bond are incorporated by reference herein and are expressly made part of this Performance and Maintenance Bond.
- 9) This Performance and Maintenance Bond shall be governed by, and construed in accordance with, the laws of the State of Kansas without regard to its conflict of laws provisions.
- 10) In the event any legal action shall be filed upon this Performance and Maintenance Bond, venue shall lie exclusively in the District Court of Johnson County, Kansas.

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on this, the _____ day of _____, 20__.

Page 5 of 6

STAFF NOTES:

1. Date of bond must not be prior to date of contract.
2. If Contractor is partnership, all partners should execute bond.
3. Surety companies executing bonds must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the state of Kansas.
4. Accompany this bond with Attorney-in-Facts Authority from the surety company certified to include the date of the bond.

**NATIONAL AMERICAN INSURANCE COMPANY
CHANDLER, OKLAHOMA
POWER OF ATTORNEY**

Number: CBB0057167

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

National American Insurance Company does hereby make, constitute and appoint

David S. Salavitch, Luke P. Sealer, Robert L. Cox, II

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

To bind the company for bonds, not to exceed \$4,000,000.00 for any single bond. And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.



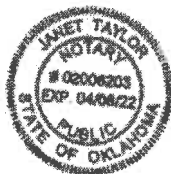
NATIONAL AMERICAN INSURANCE COMPANY

W. Brent LaGere

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

On this 26th day of September, A.D. 2017, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.



Janet Taylor
Notary Public
My Commission Expires April 8, 2022
Commission #02006203

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

I, the undersigned, Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler.

Dated the _____ day of _____, _____



R. Patrick Gilmore

R. Patrick Gilmore, Secretary

EXHIBIT C

**CITY OF OLATHE, KANSAS
STATUTORY BOND**

National American Insurance Company _____, a corporation _____, organized under the laws of the state of _____ OK _____, and authorized to do business in the state of Kansas, as surety ("Surety"), and Construction DesignWorks, LLC _____ ("Contractor"), enter into and execute this Bond ("Statutory Bond"), and bind themselves unto the City of Olathe, Kansas and any Beneficiary of this Statutory Bond, in the initial amount of \$ 280,000.00 _____, which amount is one hundred percent (100%) of the Contract Sum, or such greater amount as the Contract Sum may be adjusted from time to time in accordance with the Contract between the Contractor and the City of Olathe as Owner, (the "Penal Sum").

WHEREAS, the Contractor has executed a contract with the Owner dated _____ under City Project No. 6-C-001-20 to timely and fully provide all labor, tools, equipment and materials or supplies in conformance with generally accepted standards for quality, skill and construction of similar projects, in a workmanlike manner, designated, described and required by the Instruction to Bidders, Bid Proposal, the Contract, General and Technical or Special Specifications of the Contract, and any Written Addendum's or Change Orders, (the "Contract"), used or consumed in connection with or in or about the Temporary Downtown Library Project in the City of Olathe, Johnson County, Kansas (the "Project");

WHEREAS, the Owner has required the Contractor to guarantee payment of all labor, materials, tools, equipment or supplies furnished pursuant to the Contract for the Project that were used or consumed in connection with or in or about the Project, and all indebtedness incurred for labor furnished, materials, tools, equipment or supplies, used or consumed in connection with or in or about the Project, and

WHEREAS, the Owner has required the Contractor to furnish this Statutory Bond as a condition to awarding and executing the Contract with the Contractor, to guarantee the stated obligations.

NOW THEREFORE, if the Contractor and the subcontractors of the Contractor shall pay all indebtedness incurred for labor furnished, materials, tools, equipment or supplies, used or consumed in connection with or in or about the Project, or the making of the Project improvements described in the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect;

The Surety and the Contractor, both jointly and severally, and for themselves, their heirs, administrators, executors, successors and assigns agree:

- 1) The Contract is incorporated by reference and made a part of this Bond. The Surety and the Contractor are bound for the full performance of the Contract and all of the terms and conditions, both express and implied, and, without limitation, specifically including the Contractor's obligation to pay all indebtedness incurred for labor furnished, materials, tools, equipment or supplies, used or consumed in connection with or in or about the Project.
- 2) For purposes of this Statutory Bond, "Beneficiary" is defined as any person or entity to whom there is due any sum for labor, materials, tools, equipment or supplies furnished pursuant to the

Contract for the Project that were used or consumed in connection with or in or about the Project, or whom otherwise incurred indebtedness for labor furnished, materials, tools, equipment or supplies, used or consumed in connection with or in or about the Project, and any such person or entity's assigns.

- 3) In no event is the Surety obligated hereunder for sums in excess of the Contract Sum or such greater amount as the Contract Sum may be adjusted from time to time in accordance with the Contract between the Contractor and Owner.
- 4) Upon receipt of a claim from a Beneficiary hereunder, the Surety must promptly, and in no event later than thirty (30) days after receipt of such claim, respond to such claim in writing (furnishing a copy of such response to the Owner) by:
 - a. making payment of all sums not in dispute; and
 - b. stating the basis for disputing any sums not paid.
- 5) The Surety waives notice of any Modifications to the Contract, including changes in the Contract Time, the Contract Sum, the amount of liquidated damages, or the Work to be performed in connection with the Project. The parties expressly agree that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the Contract Sum more than 25 percent (25%), so as to bind the Contractor and the Surety to the full and faithful performance of the Contract so amended. The term "*amendment*" or "*modification*" wherever used in this Bond, and whether referring to this Bond or the Contract, shall include any alteration, addition, extension, or modification of any character whatsoever.
- 6) METHOD OF NOTICE. All notices to the Surety, the Contractor or the Owner must be given by Certified Mail, Return Receipt Requested, to the address set forth for each party below:

SURETY

Name:	National American Insurance Company
Attention:	Josh Bryan
Street:	PO Box 9
City, State, ZIP:	Chandler, OK 74834

CONTRACTOR

Name:	Construction DesignWorks, LLC
Attention:	Scott Hemele
Street:	6657 Woodland Dr.
City, State, ZIP:	Shawnee, KS 66218

OWNER

City of Olathe, Kansas
Attn: Jeff Blakeman, Sr. Building Design Project Manager
P.O. Box 768
Olathe, Kansas 66051-0768

with a copy to:

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

- 7) The recitals contained in this Statutory Bond are expressly made part of this Statutory Bond.
- 8) This Statutory Bond shall be governed by, and construed in accordance with, the laws of the State of Kansas without regard to its conflict of laws provisions.
- 9) In the event any legal action shall be filed upon this Statutory Bond, venue shall lie exclusively in the District Court of Johnson County, Kansas.

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IN TESTIMONY WHEREOF, said Contractor has hereunto set his/her hand, and said Surety has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do at

_____,
on this, the _____ day of _____, 20__.

Contractor

Construction DesignWorks, LLC

(Typed Firm Name)

(Seal)

By: _____

(Signature)

Alvin Scott Hamele
(Printed Name)

President
(Title)

6657 Woodland Dr.
Shawnee, KS 66218
(Address)

913-745-4727
(Phone Number)

(Date of Execution)

Surety

National American Insurance Company

(Typed Firm Name)

(Seal)

By: _____

(Signature)

David S. Salavitch

(Printed Name)

attorney in fact
(Title)

P0 Box 9, Chandler, OK 74834

(Address)

816 674 8067

(Phone Number)

(Date of Execution)

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond.)

**NATIONAL AMERICAN INSURANCE COMPANY
CHANDLER, OKLAHOMA
POWER OF ATTORNEY**

Number: CBB0057167

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

National American Insurance Company does hereby make, constitute and appoint

David S. Salavitch, Luke P. Sealer, Robert L. Cox, II

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

To bind the company for bonds, not to exceed \$4,000,000.00 for any single bond. And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.

NATIONAL AMERICAN INSURANCE COMPANY



W. Brent LaGere

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

On this 26th day of September, A.D. 2017, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.



Janet Taylor

Notary Public
My Commission Expires April 8, 2022
Commission #02006203

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

I, the undersigned, Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler.

Dated the _____ day of _____, _____



R. Patrick Gilmore

R. Patrick Gilmore, Secretary

Alscott, Inc.
Surety Bonds
24901 Woodland Circle
Lee's Summit, MO 64086

Phone: (816) 674-8067
Fax: (816) 537-0441

January 27, 2020

Construction DesignWorks, LLC
6657 Woodland Dr.
Shawnee, KS 66218

RE: Project: Temp library facility
Bond No. CBB0057167
Obligee: City of Olathe, KS

To whom it may concern;

Please use this letter as your authority to date the bonds and power of attorney the same date as the contract. Upon signing of the contract, please advise us of the contract date, or forward us a copy of the dated and signed contract.

Thank you for your assistance and please call if you have any questions.

Sincerely,



David S. Salavitch
Attorney in Fact, National American Insurance Company

EXHIBIT D

APPOINTMENT OF PROCESS AGENT

KNOW ALL MEN BY THESE PRESENTS:

That pursuant to K.S.A. 16-113, as amended, _____
("Contractor") does hereby appoint and designate _____, a
resident of the State of Kansas, as and for their process agent, and hereby consents, without power of
revocation, that actions may be commenced against said Contractor in any court of competent
jurisdiction in Johnson County, Kansas, which might arise out of a contractual relationship with the State
of Kansas or any political or taxing subdivision or unit thereof by service of process on said Contractor,
and said Contractor stipulates and agrees that such service shall be taken and held in all courts to be as
valid and binding as if service of process had been made upon the President or any other chief official of
said corporation.

IN WITNESS WHEREOF the above named Contractor has caused these presents to be executed
by its president and its secretary, and authenticated by its corporate seal at
_____, in said State of _____, this _____ day of
_____, 20__.

CORPORATE NAME _____

By _____

President _____

SEAL

ATTEST:

Secretary

EXHIBIT E

NONCOLLUSIVE AFFIDAVIT OF PRIME BIDDER

STATE OF _____)
) ss.
COUNTY OF _____)

_____, being first duly sworn, deposes and states that:

(1) He/she is _____ (owner, partner, officer, representative or agent) of _____, (company) the bidder having submitted the attached bid:

(2) He/she is fully informed of the contents of the attached bid and of all the circumstances surrounding the preparation of such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said bidder nor any of its officers, partners, owners, representatives, employees, or parties interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm, or person to:

- (a) submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted;
- (b) refrain from bidding in connection with such contract;
- (c) fix the price or prices in the attached bid, or the price or prices of any other bidder;
- (d) fix any overhead, profit, or cost element of the bid price, or the bid prices of any other bid;
- (e) secure an unlawful advantage against the City of Olathe, Kansas, or any person interested in the proposed contract.

(5) The price or prices quoted in the attached bid are fair and proper and not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties interest, including this affiant.

By _____

Title _____

Subscribed to and sworn to before me, the undersigned, a Notary Public, this _____ day of _____, 20_____.

(Seal)

Notary Public

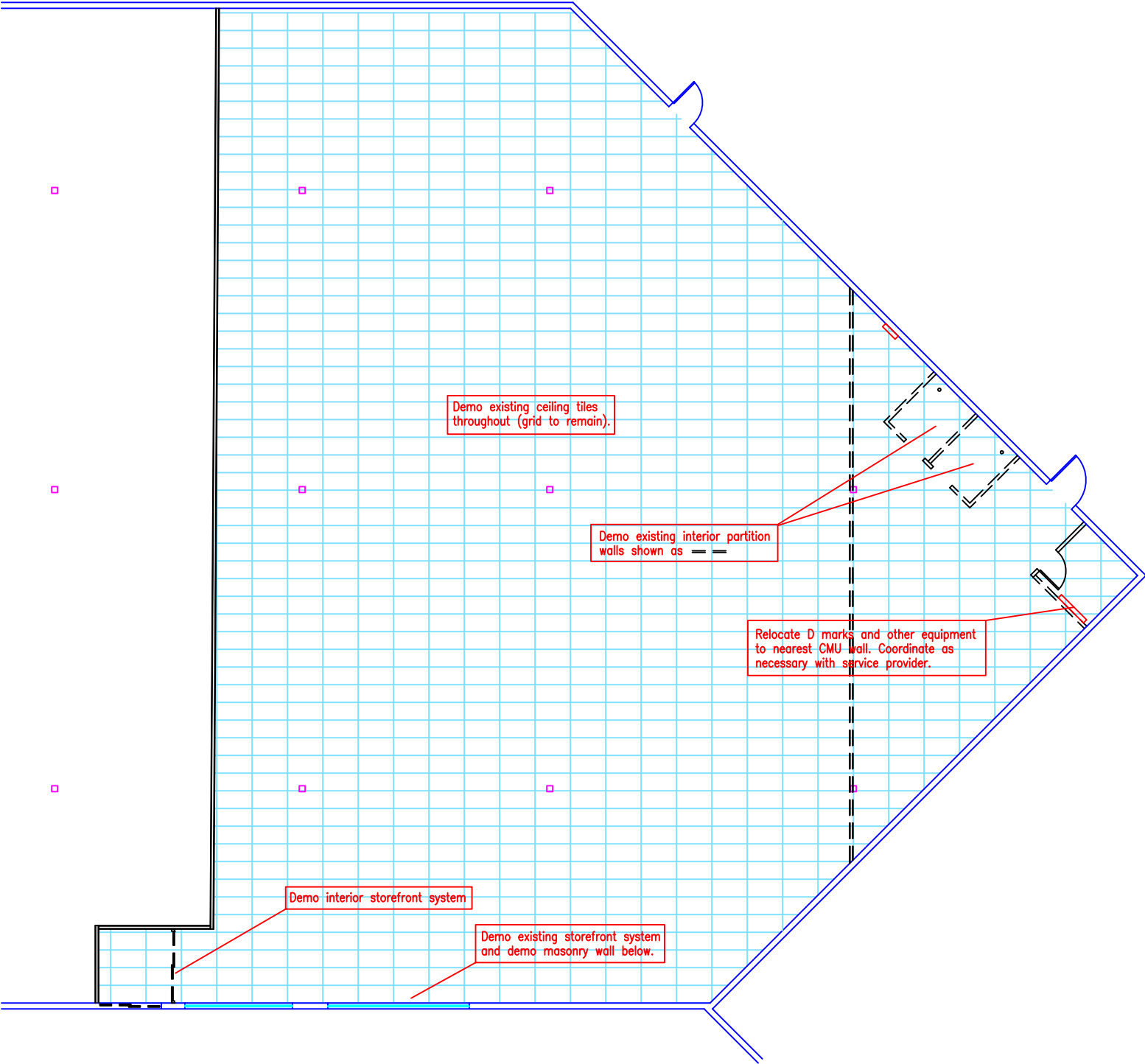
My Commission Expires: _____

EXHIBIT F
OWNERS PROJECT CRITERIA

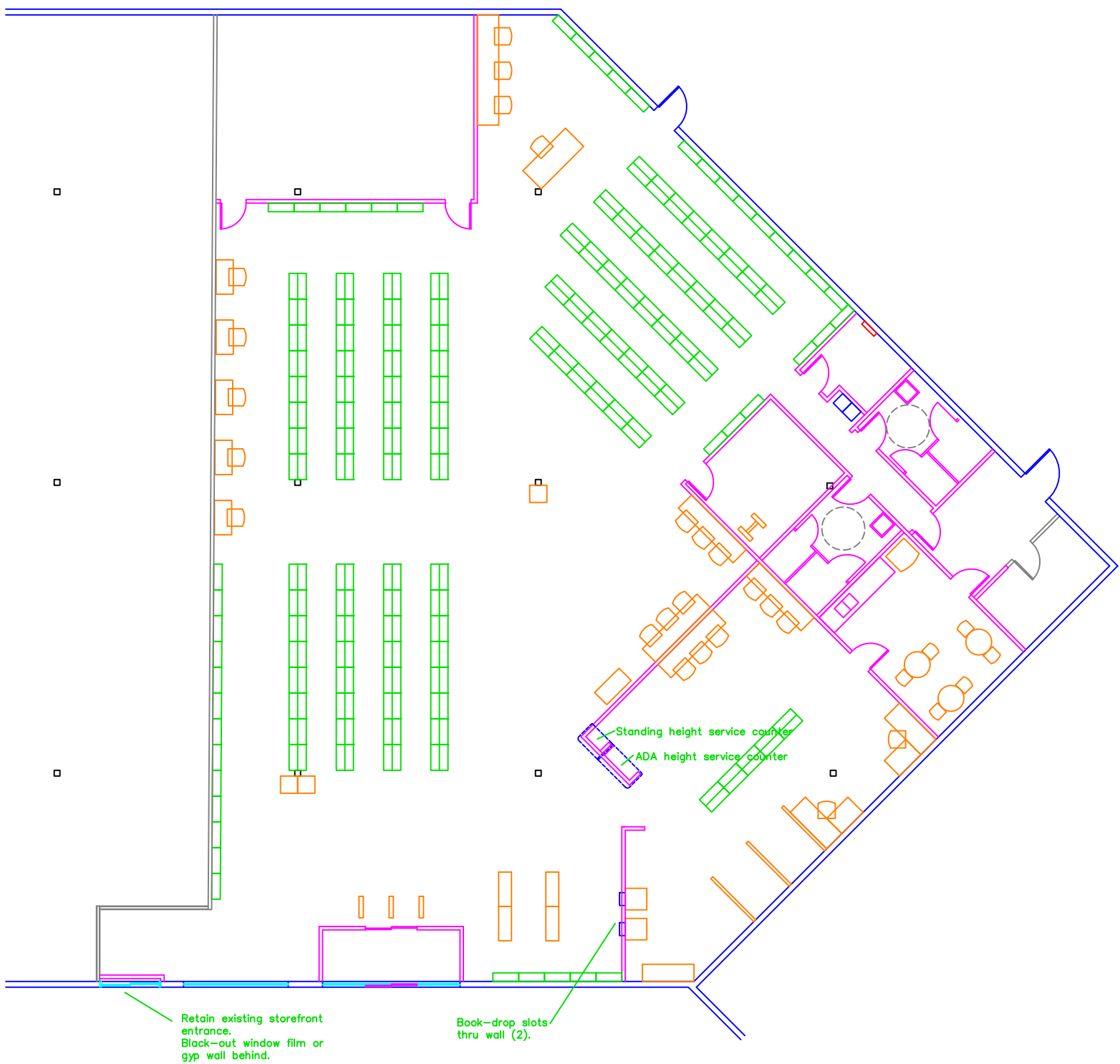
The following describes the Owner's general objectives, requirements, and expectations for this project. The following should not be construed by the Design-Builder as a complete and exhaustive list of all details of the project, but rather general information to assist the Design-Builder in the planning and construction of the project.

1. The City of Olathe has approved an agreement to lease retail space in the West Santa Fe Plaza in Olathe, Kansas. The retail space has an address of 1078A W. Santa Fe. The City intends to provide temporary library services from this location for an estimated two-year period.
2. The work of this contract is for the tenant finish of approximately 8,600 square feet of vacant space.
3. The Design-Builder shall develop architectural and engineering plans as required by the Authority Having Jurisdiction, and shall obtain the permits required for the work. The Design-Builder's architects and engineers shall engage with the Owner in a design charrette(s) so input from the Owner team can be received and incorporated into the design.
4. Work shall meet all code requirements of the governing jurisdiction.
5. Work shall not jeopardize adjacent tenant spaces.
6. The concept plans (4 pages) for the tenant finish is made part of this exhibit and depicts the general expectations for the space usage. The work shall include tenant finish work as necessary to create the following spaces:
 - I. Entry Vestibule
 - II. Administration Office
 - III. Breakroom
 - IV. Program Space Room
 - V. Open space for general library functions
 - VI. Restrooms
 - VII. Storage and Utility Rooms
7. New floor coverings shall be installed, and generally are anticipated to include walk-off carpet tiles, broadloom carpet or carpet tiles, and other floor coverings as required for specific spaces.
8. Existing acoustical ceiling tiles are to be removed and replaced with new acoustical ceiling tile.
9. Restrooms finished with an acoustical ceiling tile must have walls extending to the roof deck. Restrooms finished with a gypsum board ceiling can have walls extending just slightly above the adjacent acoustical ceiling tiles.
10. New electrical circuits shall be provided to accommodate the functions of the space as generally defined on the concept plan. Rework of existing circuits shall be included where necessary to accommodate the use of the space when finished. The Design-Builder's design engineer(s) shall engage the Owner team to plan the necessary electrical accommodations.
11. Ductwork shall be modified and upgraded as necessary to support the finished space.
12. A preliminary evaluation of the rooftop mechanical units indicates the units to be of adequate size to serve the space for the Owner's intended purpose. Design-Builder's mechanical engineer shall further evaluate the mechanical unit to confirm their capability to serve the space for the Owner's intended purpose.
13. Plumbing shall be installed and modified to accommodate restrooms, a new kitchenette, mop sink, and drinking fountain.
14. Owner shall be afforded options during the selection of all finish materials.
15. All work shall be of professional quality and the finished work product shall present as a quality commercial facility to the customers utilizing the library.

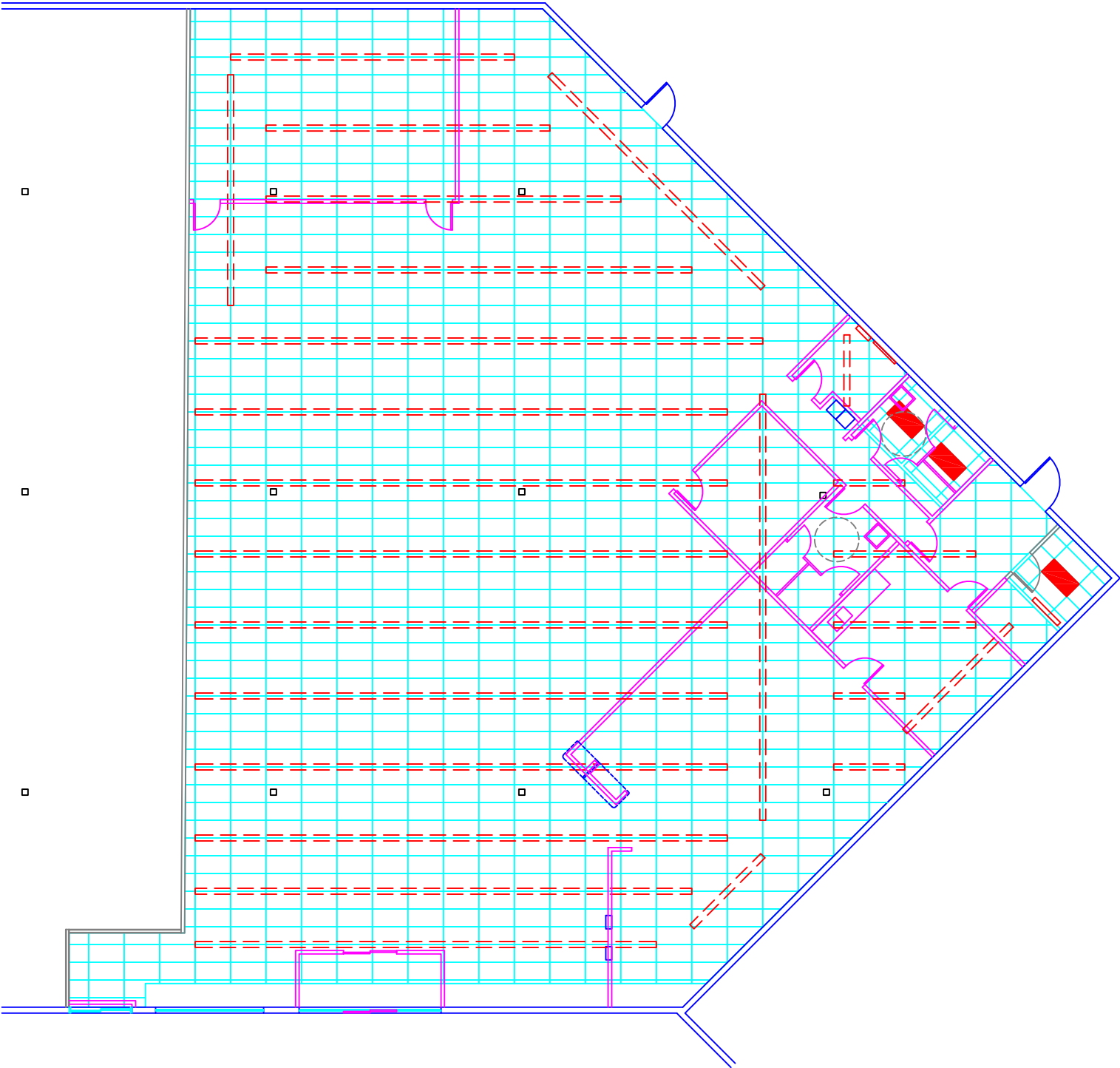
Olathe Temporary Downtown Library
Preliminary Demolition Plan



**Olathe Temporary Downtown Library
Preliminary Tenant Improvement (TI) Floor Plan**



Olathe Temporary Downtown Library
Preliminary TI Plan with Existing Ceiling and Lighting



**Olathe Temporary Downtown Library
Preliminary TI Plan with Furnishings**

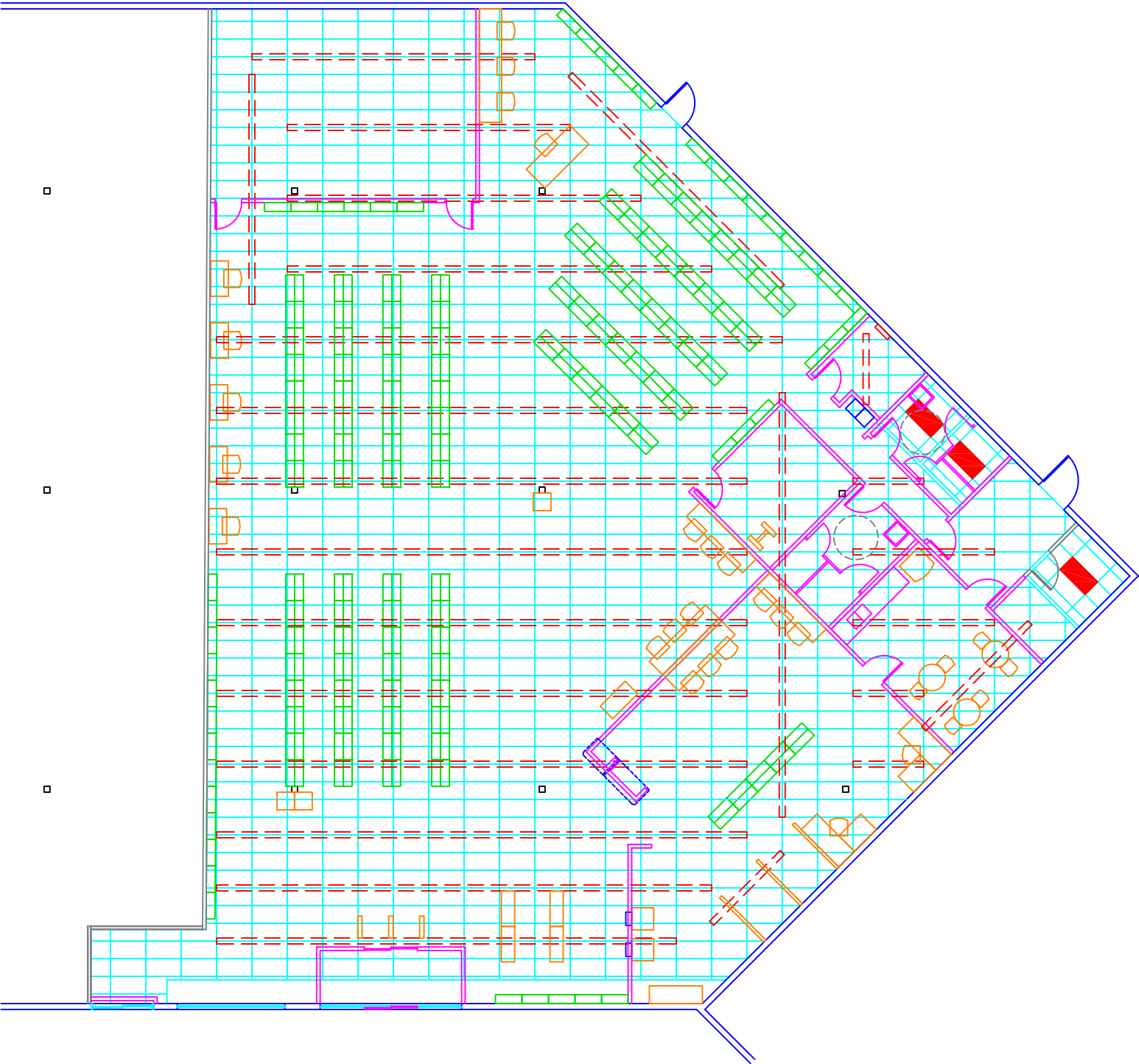


EXHIBIT G

HOURLY RATE SCHEDULE



PROJECT: City of Olathe, KS- Temp Library
ADDRESS: 1078A Santa Fe., Olathe, KS 66062

STANDARD HOURLY RATES

DATE: 23-Jan-20

CONSTRUCTION AND PM POSITION	RATE / hr	DESIGN POSITION	RATE / hr
PROJECT PLANNING	\$125	DESIGN CONSULTING	\$95
PROJECT MANAGER	\$70	INTERIOR CONCEPTS	\$95
WELDER	\$65	INTERIOR SELECTIONS	\$85
SUPERINTENDENT	\$58	INTERIOR DETAILS / SET	\$75
MAINTENANCE	\$55	INTERIOR COORD / PROCUREMENT	\$55
CERAMIC TILE INSTALL	\$50		
LEAD CARPENTER	\$48		
PAINTER	\$45		
PROJECT COORDINATION	\$45		
CARPENTER	\$42		
ADMIN / PROCUREMENT	\$38		
NON-SKILLED LABOR	\$35		

- All hourly rates above include companies labor burden: salary, benefits, workers compensation insurance, payroll taxes, overhead and profit.

PREPARED BY: Scott Hamele, President | Cell: 913.208.6439 | scott@ConstructionDesignWorks.com
6657 Woodland Dr | Shawnee, KS 66218 | www.ConstructionDesignWorks.com

EXHIBIT H
SCHEDULE OF ALLOWANCES



PROJECT: City of Olathe, KS- Temp Library
ADDRESS: 1078A W Santa Fe., Olathe, KS 66062

CONSTRUCTION SCHEDULE OF VALUES & ALLOWANCES

DATE: 27-Jan-20
AREA (USF): 8600

SCOPE OF WORK

ITEM #	DESCRIPTION	CSI #	QTY	UNIT	\$/UNIT	TOTAL	NOTES
A	General Conditions	1	1	LS	\$ 33,000	\$ 33,000.00	
B	Architectural & Engineering Design	1	1	LS	\$ 13,700	\$ 13,700.00	
C	Demolition	2	1	LS	\$ 11,500	\$ 11,500.00	
D	Wall Constuction	9	1	LS	\$ 30,000	\$ 30,000.00	
E	Painting	9	1	LS	\$ 14,500	\$ 14,500.00	
F	Storefront & Glazing	8	1	LS	\$ 14,500	\$ 14,500.00	
G	Doors, Frames, Hardware	8	1	LS	\$ 11,000	\$ 11,000.00	
H	Casework & Countertops	12	1	LS	\$ 5,000	\$ 5,000.00	
I	Plumbing	15	1	LS	\$ 29,000	\$ 29,000.00	
J	Electrical	16	1	LS	\$ 22,065	\$ 22,065.00	
K	HVAC	15	1	LS	\$ 9,000	\$ 9,000.00	
L	Flooring	9	1	LS	\$ 37,000	\$ 37,000.00	
M	Ceilings	9	1	LS	\$ 12,500	\$ 12,500.00	
N	Fire Protection	15	1	LS	\$ 7,800	\$ 7,800.00	
O	Specialties (Restroom Accessories)	10	1	LS	\$ 1,600	\$ 1,600.00	
P	Final Clean	2	1	LS	\$ 1,300	\$ 1,300.00	
Q	Insurance	1	1	LS	\$ 2,800	\$ 2,800.00	
R	Bonds	1	1	LS	\$ 4,200	\$ 4,200.00	
S						\$ -	
T	Sales Tax Exempt					\$ -	
U						\$ -	

	SUBTOTAL					\$ 260,465.00	
	OVERHEAD & PROFIT		7.500%			\$ 19,535.00	CDW
TOTAL:						\$ 280,000.00	
PRICE/RSF:						\$ 32.56	

GENERAL NOTES:

- 1 Space made available for work Monday - Saturday (7am - 5pm)
- 2 Payment terms: per contract
- 3 Demo permit will be required to be issued on Feb 5th, 2020
- 4 NA
- 5 CDW is granted all salvage rights of materials removed during demolition
- 6 All work to be in compliance with OSHA
- 7 NA

OPTIONS:

- A Fire Alarm work, if requested
- B
- C

EXCLUSIONS:

- 1.10 Exterior work, other than storefront modifcations
- 1.20 Roof work
- 1.30 Data cabling, IT, internet, security, cameras
- 1.40 Fire Alarm- landlord responsibility
- 1.50 Furniture, fixtures, equipment
- 1.60 Refrigerator, dishwasher, garbage disposal
- 1.70 HVAC units, use as-is. Stuctural supports for same.
- 1.80 Gas line work
- 1.90 Electrical distribution panels (reuse existing)
- 2.00 Exterior wall furr-outs and/or insulation
- 2.10 Exterior Signage
- 2.20 Access controls

PREPARED BY: Scott Hamele, President | Cell: 913.208.6439 | scott@ConstructionDesignWorks.com
 6657 Woodland Dr | Shawnee, KS 66218 | www.ConstructionDesignWorks.com



Project Fact Sheet
Temporary Downtown Library
6-C-001-20
February 4, 2020

Project Manager: Beth Wright / Jeff Blakeman

Description: This project is for the tenant finish improvements necessary to convert a retail space at the West Santa Fe Plaza shopping center into the Temporary Downtown Library.

Justification: Tenant finish improvements are needed to make this retail space suitable for a temporary library.

Schedule:	Item	Date
Contract Award		Feb. 4, 2020
Construction Start		Feb. 5, 2020
Construction Completion		April 15, 2020

Council Actions:	Date	Amount
Approval of 2-year Lease	12-17-2019	
Approval of Design-Build Agreement	02-04-2020	\$280,000

Funding Sources:	Amount	CIP Year
Library Fund	\$300,000	N/A

Expenditures:	Budget	Amount to Date
Staff Costs	\$ 10,000	\$ 0
Design & Construction	\$ 280,000	\$ 0
Contingency	\$ 10,000	\$ 0
Total	\$300,000	\$ 0



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 2/4/2020

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger / Beth Wright

SUBJECT: Contract with Phoenix Concrete, LLC for construction of the 2020 Local and Collector Street Mill and Overlay Project - Group A, PN 3-P-005-20.

ITEM DESCRIPTION:

Consideration of Engineer's Estimate, acceptance of bids and award of contract to Phoenix Concrete, LLC for construction of the 2020 Local and Collector Street Mill and Overlay Project - Group A, PN 3-P-005-20.

SUMMARY:

On January 21, 2020, two (2) bids were received and opened for the above referenced project. The bids ranged from \$2,653,784.84 to \$2,859,252.46 with the Engineer's Estimate at \$2,908,024.50. Phoenix Concrete, LLC submitted the low and responsible bid in the amount of \$2,653,784.84. The following is a tabulation of the bids received:

Phoenix Concrete, LLC	\$ 2,653,784.84
McAnany Construction, Inc.	\$ 2,859,252.46
Engineer's Estimate	\$ 2,908,024.50

This Street Preservation project will provide a 2" depth mill and asphalt overlay, spot replacement of concrete curb and sidewalk, installation of ADA sidewalk ramps and replacement of pavement markings on thirty-four (34) local and collector streets.

Construction is scheduled to begin in Spring 2020 and will be completed in Fall 2020.

FINANCIAL IMPACT:

This project is funded from the City of Olathe's 2020 Street Preservation Program authorized on January 7, 2020. Authorized revenue for the 2020 Street Preservation Program includes:

CIP Fund Cash	\$ 2,200,000
CPR Fund Cash	\$ 800,000
G.O. Bonds	\$ 1,000,000
Street Maintenance Sales Tax	\$ 9,000,000
<u>Johnson County Assistance Road System (CARS)</u>	<u>\$ 600,000</u>
Total	\$13,600,000

ACTION NEEDED:

Approval of Engineer's Estimate, acceptance of bids and award of contract to Phoenix Concrete, LLC for construction of the 2020 Local and Collector Street Mill and Overlay Project - Group A, PN 3-P-

MEETING DATE: 2/4/2020

005-20.

ATTACHMENT(S):

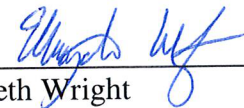
- A. Engineer's Estimate and Affidavit of Estimate
- B. Project Location Map
- C. Resolution 20-1003

AFFIDAVIT OF ESTIMATE OF COST

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

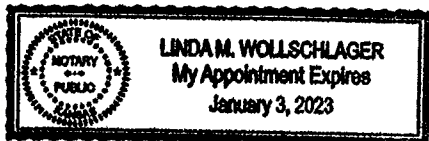
Elizabeth Wright, P.E., of lawful age, being first duly sworn upon her oath,
states:

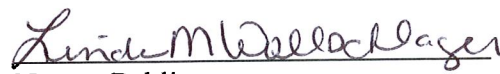
1. I am the City Engineer for the City of Olathe, Kansas.
2. The attached detailed estimate of the cost for the 2020 Local and Collector Street Mill and Overlay Project - Group A, P.N. 3-P-005-20 is attached and I am providing the estimate of the cost under oath (Exhibit A).



Elizabeth Wright

Subscribed in my presence and sworn under oath before me this 15th
day of January, 2020.





Notary Public

My Appointment Expires

January 3, 2023



ENGINEERS ESTIMATE
2020 Local and Collector Street Mill and Overlay Project - Group A
Project Number 3-P-005-20
January 21, 2020

ITEM	DESCRIPTION	UNITS	QUANT.	UNIT/PRICE	TOTAL
1.	Remove and Replace Concrete Curb & Gutter (< 15 LF)	L.F.	1,223	\$37.00	\$45,251.00
2.	Remove and Replace Concrete Curb & Gutter (≥ 15 LF)	L.F.	39,170	\$28.00	\$1,096,760.00
3.	Remove 6" Concrete Driveway (optional as directed by Engineer)	S.Y.	43	\$20.00	\$860.00
4.	Install 6" Concrete Driveway (optional as directed by Engineer)	S.Y.	67	\$65.00	\$4,355.00
5.	Remove 7" Commercial Driveway (optional as directed by Engineer)	S.Y.	137	\$30.00	\$4,110.00
6.	Install 7" Commercial Driveway (optional as directed by Engineer)	S.Y.	195	\$70.00	\$13,650.00
7.	Remove 4' Concrete Sidewalk	L.F.	2,826	\$12.00	\$33,912.00
8.	Install 4' Concrete Sidewalk	L.F.	1,340	\$25.00	\$33,500.00
9.	Remove 5' Concrete Sidewalk	L.F.	5,666	\$14.00	\$79,324.00
10.	Install 5' Concrete Sidewalk	L.F.	3,493	\$28.00	\$97,804.00
11.	Install 8' Concrete Shared Use Path	L.F.	1,973	\$40.00	\$78,920.00
12.	Remove Sidewalk with Abutting Retaining Wall	L.F.	47	\$40.00	\$1,880.00
13.	Install Sidewalk with Abutting Retaining Wall	L.F.	47	\$95.00	\$4,465.00
14.	Install Type I ADA Sidewalk Ramp	Ea.	56	\$1,500.00	\$84,000.00
15.	Install Type I ADA 8' Concrete Shared Use Path Ramp	Ea.	5	\$1,800.00	\$9,000.00
16.	Install Type II ADA Sidewalk Ramp	Ea.	13	\$1,800.00	\$23,400.00
17.	Install Type III ADA Sidewalk Ramp	Ea.	16	\$2,000.00	\$32,000.00
18.	Install Type III ADA Sidewalk Ramp with Abutting Retaining Wall	Ea.	2	\$4,500.00	\$9,000.00
19.	Install Type IV ADA Sidewalk Ramp	Ea.	7	\$1,800.00	\$12,600.00
20.	Install Mid-Block ADA Sidewalk Ramp	Ea.	1	\$1,500.00	\$1,500.00
21.	Full Width Milling 2" Depth	S.Y.	108,842	\$1.20	\$130,610.40
22.	Pavement Crack Repair (optional as directed by Engineer)	S.Y.	100	\$35.00	\$3,500.00
23.	Full Depth Base Repair (optional as directed by Engineer)	S.Y.	1,200	\$45.00	\$54,000.00
24.	Install 2" BM-2FR Asphaltic Concrete Surface	Tons	12,407	\$60.00	\$744,420.00
25.	Remove Full Depth Street	S.Y.	238	\$20.00	\$4,760.00
26.	Install 6" White Painted Pavement Marking	L.F.	82	\$0.55	\$45.10
27.	Install 24" White Painted Pavement Marking	L.F.	32	\$1.50	\$48.00
28.	Install School Crosswalk Painted Pavement Marking	Ea.	5	\$500.00	\$2,500.00
29.	Install Railroad Grade Crossing Painted Pavement Marking	Ea.	2	\$250.00	\$500.00
30.	Remove and Replace Concrete Flume	S.Y.	9	\$80.00	\$720.00
31.	Remove and Replace 2' Wide Concrete Valley Gutter	S.Y.	85	\$100.00	\$8,500.00
32.	Remove and Replace 4' Wide Concrete Valley Gutter	S.Y.	29	\$100.00	\$2,900.00
33.	Remove and Replace 6' Wide Concrete Valley Gutter	S.Y.	353	\$100.00	\$35,300.00
34.	Install 8' x 4' Steel Top Flume Crossing	Ea.	1	\$2,000.00	\$2,000.00
35.	Remove and Replace Concrete Setback Curb Inlet Throat (Loula)	S.Y.	12	\$1,250.00	\$15,000.00
36.	Remove and Replace Curb Inlet (optional as directed by Engineer)	Ea.	1	\$6,000.00	\$6,000.00
37.	Remove and Replace Curb Inlet Top (optional as directed by Engineer)	Ea.	2	\$2,300.00	\$4,600.00
38.	Adjust Existing Manhole (optional as directed by Engineer)	Ea.	3	\$1,000.00	\$3,000.00

39. Adjust Existing Water Valve (optional as directed by Engineer)	Ea.	5	\$500.00	\$2,500.00
40. Install 4" AB-3	Tons	420	\$20.00	\$8,400.00
41. Excavation and Grading	C.Y.	461	\$30.00	\$13,830.00
42. Sodding (optional as directed by Engineer)	S.Y.	2,000	\$8.00	\$16,000.00
43. Concrete Driveway Patch (optional as directed by Engineer)	S.F.	400	\$9.00	\$3,600.00
44. On-Grade Inlet Protection (optional as directed by Engineer)	Ea.	10	\$300.00	\$3,000.00
45. Install and Remove Street Preservation Sales Tax Signs	Ea.	5	\$200.00	\$1,000.00
46. Traffic Control	L.S.	1	\$20,000.00	\$20,000.00
47. Mobilization	L.S.	1	\$30,000.00	\$30,000.00

TOTAL BID **\$2,783,024.50**

OWNER'S CONTINGENCY ALLOWANCE **\$125,000.00**

GRAND TOTAL **\$2,908,024.50**

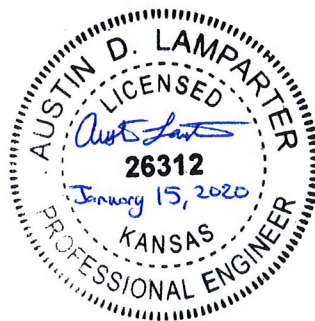
Submitted by:



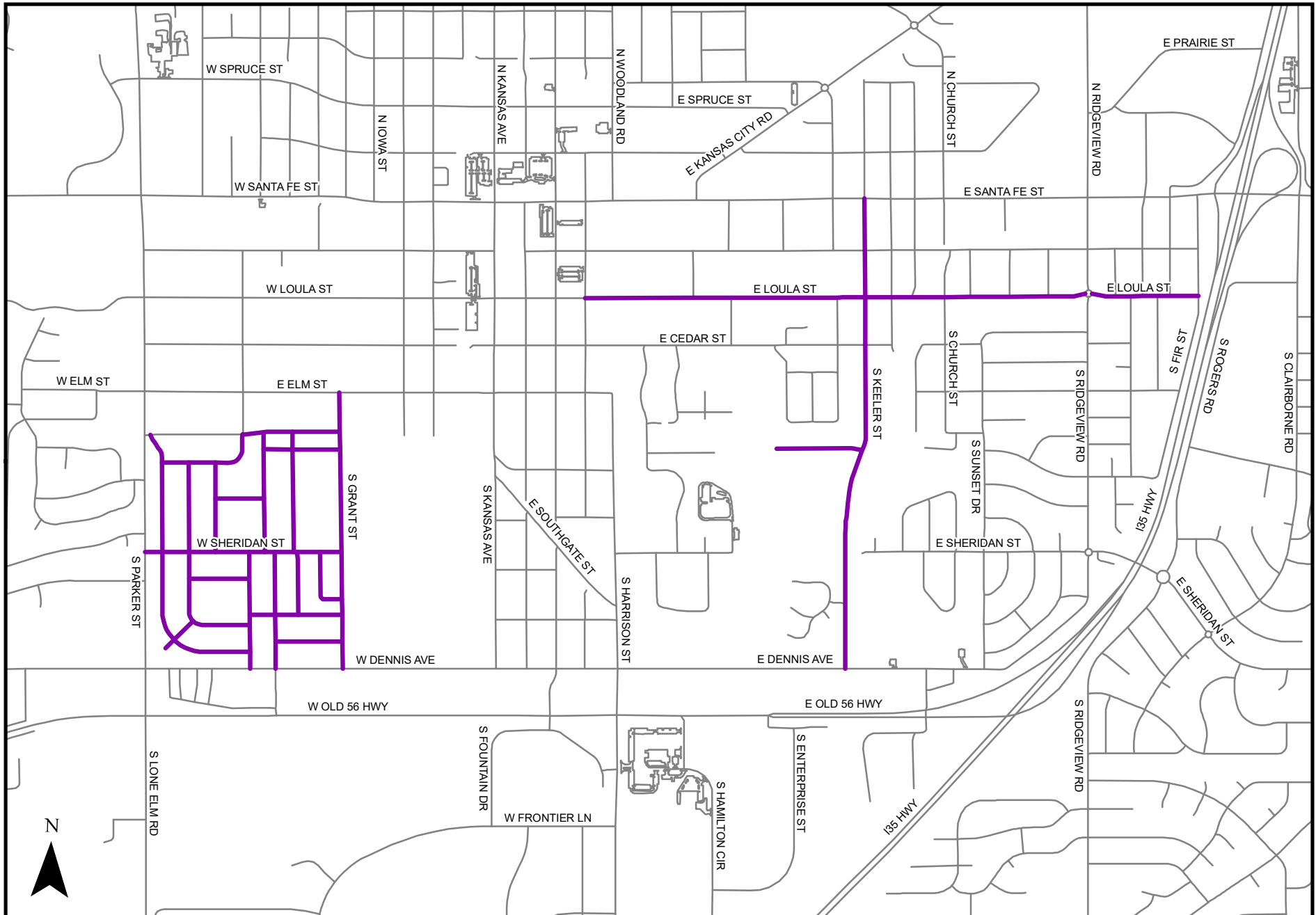
Austin D. Lamparter, P.E.
Project Manager

1-15-20

Date



2020 Local and Collector Street Mill and Overlay Project - Group A, PN 3-P-005-20 Project Location Map



RESOLUTION NO. 20-1003**A RESOLUTION AUTHORIZING THE 2020 STREET PRESERVATION PROGRAM, PN 3-P-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 hereby authorizes the 2020 Street Preservation Program. Such program shall rehabilitate the following streets in the City of Olathe:

Santa Fe Street Arterial Mill and Overlay Project – Kansas City Road to I-35. The project funding consists of CIP Fund Cash and Street Maintenance Sales Tax Cash. The project will be bid and constructed in coordination with the Santa Fe and Ridgeview Geometric Improvements Project.

127th Street Arterial Mill and Overlay Project – Moore Avenue to Black Bob Road. The project funding consists of CIP Fund Cash, Street Maintenance Sales Tax Cash and Johnson County CARS Program.

Ridgeview Road Arterial Mill and Overlay Project – 151st Street to 159th Street. The project funding consists of CIP Fund Cash and Street Maintenance Sales Tax Cash.

Old 56 Highway Arterial Mill and Overlay Project – 151st Street to Lone Elm Road. Alternate Project. The project funding consists of CIP Fund Cash and Street Maintenance Sales Tax Cash.

Cedar Creek Parkway Arterial Mill and Overlay Project – K-10 Highway to the south end. Alternate Project. The project funding consists of CIP Fund Cash and Street Maintenance Sales Tax Cash.

Local and Collector Street Mill and Overlay Projects – See street list exhibits for (**Exhibit A**). The project includes 68 streets totaling 28 lane miles. The project funding consists of General Obligation (G.O.) Bonds, CIP Fund Cash and Street Maintenance Sales Tax Cash.

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

Street Maintenance Crack Sealing Project – Crack sealing materials for approximately 250 lane miles to be applied by Street Maintenance Crews. The project funding consists of Street Maintenance Sales Tax Cash.

Design of 2021 Arterial Mill and Overlay Projects – Design costs for 2021 Arterial Mill and Overlay Projects will utilize 2020 CIP Fund Cash and/or Street Maintenance Sales Tax Funds. The following projects are currently included, but are not limited to:

Mur-Len Road, Santa Fe Street to Rogers Road
159th Street, US-169 Highway to Brougham Drive
Ridgeview Road, Sheridan Street to Santa Fe Street

Alternate Streets are included in the Street Listings for the Local and 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 \$13,600,000. Funds to pay for the projects shall come from the following sources:

CIP Fund Cash	\$ 2,200,000
CPR Fund Cash	\$ 800,000
G.O. Bonds	\$ 1,000,000
Street Maintenance Sales Tax	\$ 9,000,000
<u>Johnson County Assistance Road System (CARS)</u>	<u>\$ 600,000</u>

TOTAL \$13,600,000

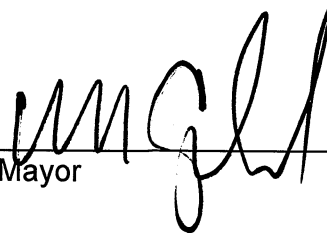
SECTION THREE: Pursuant to the authority of Charter Ordinance No. 74, the Governing Body hereby authorizes the issuance of not to exceed \$1,000,000 of general obligation bonds, all exclusive of issuance costs and interest on any temporary financing.

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.

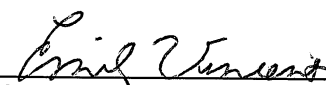
ADOPTED by the Governing Body this 7th day of January 2020.

SIGNED by the Mayor this 7th day of January 2020.



Mayor

ATTEST:



City Clerk

(SEAL)



APPROVED AS TO FORM:



City Attorney

2020 Local and Collector Street Mill and Overlay Project- Group A

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
South Keeler Street	Park to Cedar
South Keeler Street	Wabash to Dennis
South Keeler Street	Cedar to Wabash
East Loula Street	Ridgeview to Fir
East Loula Street	Emery to Keeler
East Loula Street	Water Street to Emery Street
East Loula Street	Keeler to Ridgeview
East Wabash Street	Keeler to West End Dead End (980 feet West)

2020 Local and Collector Street Mill and Overlay Project- Group B

STREET	FROM/TO
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
South Alden Court	139th Street to North End Cul-de-sac
South Alden Street	135th Street to 138th Street
West 138th Street	Black Bob to Greenwood
West 138th Street	Greenwood to Pflumm
West 139th Street	Black Bob to 139th Street Intersection
South Darnell Street	139th Street to Northeast End Cul-de-sac
South Constance Court	139th Street to North End Dead End
West 139th Street	138th Street to South End Dead End
South Darnell Street	139th Street to East End Cul-de-sac
South Greenwood Street	138th Street to 135th Street
West 113th Street	Greenwood to Southwest End Cul-de-sac
West 113th Street	Greenwood to Rene
West 113th Terrace	Greenwood to West End Cul-de-sac
West 113th Terrace	Greenwood to Rene
West 114th Street	Greenwood to West Limits (Pavement Change)
West 114th Street	Greenwood to East End Cul-de-sac
West 115th Street	115th Street to Southeast End Cul-de-sac
West 114th Terrace	Greenwood to Widmer
West 115th Street	Greenwood to West End Cul-de-sac
West 115th Street	Greenwood to Pflumm
West 115th Terrace	Greenwood to West Limits (Pavement Change)
South Widmer Street	113th Terrace to Rene
South Greenwood Street	113th Street to Carriage
South Greenwood Street	College Boulevard to 113th Street
South Rene Street	113th Terrace to South End Cul-de-sac
South Rene Street	College Boulevard to South End Cul-de-sac
North Jan-Mar Court	Kansas City Road to South End Cul-de-sac
North Somerset Terrace	Mur-Len to 129th Street

2020 Local and Collector Street Mill and Overlay- Alternate Streets

STREET	FROM/TO
South Robinson Drive	Old 56 Highway to South End
North Cooper Street	Santa Fe to Park
North Emma Street	Santa Fe to South End Cul-de-sac
East Wabash Street	Walker to East End Dead End
South Wabash Circle	North End Cul-de-sac to South End Cul-de-sac
South Walker Street	Cedar to South Bridge
South Sunset Drive	Windsor to Cedar (North Windsor Entrance)
South Sunset Drive	Dennis to Windsor (North Windsor Entrance)
East Cedar Street	Mahaffie to Sunset
South Shannan Lane	141st Terrace to 141st Drive
South Shannan Lane	141st Terrace to 143rd Street
South Shannan Lane	Shannan Lane to South End Cul-de-sac
South Acuff Street	Shannan to North End Cul-de-sac
South Alcan Street	Shannan to North End Cul-de-sac
West 141st Terrace	Shannan to Greenwood
West 142nd Street	West End Cul-de-sac to East End Cul-de-sac
West 142nd Terrace	East End Cul-de-sac to West End Cul-de-sac
West 141st Terrace	141st Terrace to South End Cul-de-sac
West Valley Road	Cedar Hills to West End Cul-de-sac
South Cathy Circle	Diane to West End Cul-de-sac
South Cedar Hills Drive	Dennis to Valley
South Cedar Hills Drive	Valley Road to Southeast End Cul-de-sac
South Wyckford Road	Dennis Avenue to Dennis Avenue
West Dennis Avenue	Dennis to South End Cul-de-sac (West)
West Dennis Avenue	Dennis to South End Cul-de-sac (East)
South Diane Drive	Dennis to North End Cul-de-sac
South Palmer Lane	Palmer Drive to Palmer Drive
South Palmer Drive	Palmer Lane to Palmer Lane
South Palmer Drive	Dennis to Palmer Lane
South Cedar Hills Drive	Dennis to Valley
West Valley Road	Cedar Hills to West End Cul-de-sac
South Cedar Hills Drive	Valley Road to Southeast End Cul-de-sac

EXHIBIT B**2020 MAQS Micro Surface Project**

STREET	FROM/TO
East Salem Lane	Ridgeview Road to Clairborne Road
South Seminole Court	141st Street to North End Cul-de-sac
South Sheridan Bridge Circle	Sheridan Bridge Lane to South End Cul-de-sac
South Sheridan Bridge Court	Sheridan Bridge Lane to South End Cul-de-sac
East Sheridan Bridge Lane	Ridgeview to Lindenwood
South Sheridan Bridge Place	Sheridan Bridge Lane to South End Cul-de-sac
East Sleepy Hollow Circle	Sleepy Hollow Drive to Southeast End Cul-de-sac
East Sleepy Hollow Drive	Ridgeview to Wells Fargo
East Sleepy Hollow Drive	Winterbrooke to Wells Fargo
West Spruce Street	Olathe View to Normandy
West Spruce Street	Olathe View to Poplar
West Spruce Street	Normandy to West End Dead End
East Stagecoach Drive	Ridgeview to Winterbrooke
South Stagecoach Place	Stagecoach to Sleepy Hollow
South Summertree Circle	124th Street to North End Cul-de-sac
South Summertree Lane	125th Street to 126th Terrace
North Sunset Drive	Yesteryear to Harold
East Sunvale Drive	Ridgeview to Stratford
South Sycamore Street	125th Street to 127th Street
North Julia Street	126th Street to South End Cul-de-sac
West 112th Street	Penrose to 113th Street
West 113th Street	Penrose to Southeast End Cul-de-sac
West 113th Street	113th Street to Northeast End Cul-de-sac
West 113th Terrace	Penrose to Northwest End Dead End
West 114th Street	Millview to Ridgeview
West 114th Street	114th Street to North End Cul-de-sac
West 114th Terrace	Hunter to 114th Street
West 115th Street	Ridgeview to Bell Court Drive
West 118th Street	Rene to Pflumm
North Anne Shirley Drive	Prince Edward Island to South End Cul-de-sac
North Annie Street	Hunter to South End Cul-de-sac
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)
West 124th Circle	124th Circle to South End Cul-de-sac (East)
West 125th Street	Mur-Len to Sycamore (Includes First West Cul-de-sac)
East 125th Street	Lucy Montgomery Way to Ridgeview

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
East 126th Street	Sunset to 125th Street
West 126th Street	Brougham to Sycamore (Includes Cul-de-sac)
West 126th Street	Sycamore to Summertree
North Hunter Drive	Hunter to Southeast End Cul-de-sac
West 126th Terrace	Mur-Len to Sycamore
East 126th Terrace	Nelson to East End Cul-de-sac
South Avalon Lane	Sheridan Bridge to Meadow (Including Cul-de-sac)
West 140th Terrace	141st Street to Brougham
West 141st Street	140th Terrace to Brougham
West 143rd Terrace	Blackfeather to East End Cul-de-sac
West 144th Street	Brougham to Blackfoot
West 144th Terrace	Blackfeather to Black Bob
West 144th Terrace	Blackfoot to Southeast End Cul-de-sac
West 145th Terrace	Blackfoot to Brougham
West 146th Street	Blackfoot to Brougham
West 146th Terrace	Brougham to Black Bob
West 146th Circle	146th Terrace to 146th Terrace
West 112th Street	Penrose to Penrose
East Prairie Street	Rawhide to 515' West
East Haven Lane	Clairborne to Southeast End Parking Lot
	Olathe View to West End Dead End (127' West of Chambery)
West Prairie Street	146th Terrace to North End Cul-de-sac (East)
West 146th Terrace	146th Terrace to North End Cul-de-sac (West)
West 146th Terrace	Kaw to West End Cul-de-sac
South Kaw Drive	Kaw to East End Cul-de-sac
South Kaw Drive	Olathe View to West End Cul-de-sac (South)
North Olathe View Road	Olathe View to West End Cul-de-sac (North)
North Olathe View Road	Winterbrooke to West End Cul-de-sac
South Winterbrooke Drive	Sheridan Bridge to Southeast End Cul-de-sac
East Sheridan Bridge Lane	Locust to Northwest End Cul-de-sac
South Locust Street	Briarwood to North End Cul-de-sac
West Briarwood Court	Blackfeather to Northeast End Cul-de-sac
South Twilight Lane	146th Terrace to North End Cul-de-sac
South Twilight Lane	144th Terrace to North End Cul-de-sac
South Twilight Court	Blackfeather to 144th Terrace
South Kaw Drive	

South Kaw Drive	144th Terrace to 147th Street
North Anne Shirley Drive	Pineview to Prince Edward Island
South Blackfeather Street	143rd to South End Cul-de-sac
South Blackfoot Court	141st Street to North End Cul-de-sac
South Blackfoot Drive	146th Terrace to North End Cul-de-sac
West Briarwood Court	Edinburgh to Locust
South Brougham Drive	124th Terrace to 127th Street
South Burch Street	116th Street to Penrose
South Blackfeather Street	Blackfeather to East End Cul-de-sac
South Lennox Street	116th Street to North End Cul-de-sac
South Lennox Drive	Sunvale to Stratford
South Lennox Drive	Stagecoach to South End Cul-de-sac
South Lennox Drive	Stagecoach to North End Cul-de-sac
South Locust Circle	124th Street to North End Cul-de-sac
South Locust Street	Sycamore to Brougham
South Locust Street	125th Street to 126th Terrace
North Lucy Montgomery Way	Green Gables to Marilla
North Lucy Montgomery Way	Anne Shirley Drive to West End Cul-de-sac
East Cambridge Street	Ridgeview to Clairborne
East Cavendish Trail	Green Gables to Charlotte Town
East Cedar Place	Clairborne to East End Cul-de-sac
North Chambery Drive	Spruce to Prairie
East Charlotte Town Road	Lucy Montgomery Way to Pineview
South Clairborne Road	Stagecoach to South End Cul-de-sac
South Clairborne Road	Rogers to Sheridan
South Clairborne Road	Santa Fe to Rogers
East College Way	Lindenwood to Rogers
South Cottonwood Drive	125th Street to 126th Street
East Wells Fargo Drive	Ridgeview to Sheridan Bridge
South Winchester Street	Parkwood to Southwest End Cul-de-sac
South Winterbrooke Drive	Sheridan to Stagecoach
South Wood Lane	Willow to Penrose
North Marilla Lane	Prince Edward Island to Yesteryear
East Meadow Lane	Montebello Orleans (2nd Intersection)
East Meadow Lane	Ridgeview to Montebello
South Millview Circle	Mill View Road to Southeast End Cul-de-sac
South Millview Road	Northwood to North End Dead End
South Montebello Lane	Sheridan Bridge to Meadow
West Mulberry Street	Olathe View to Forest
South Bell Court Drive	116th Street to 115th Street
East Yesteryear Street	Northeast End Cul-de-sac to Southwest End Cul-de-sac
South Nelson Road	Harold to Northgate
East New London Street	Nelson to Anne Shirley

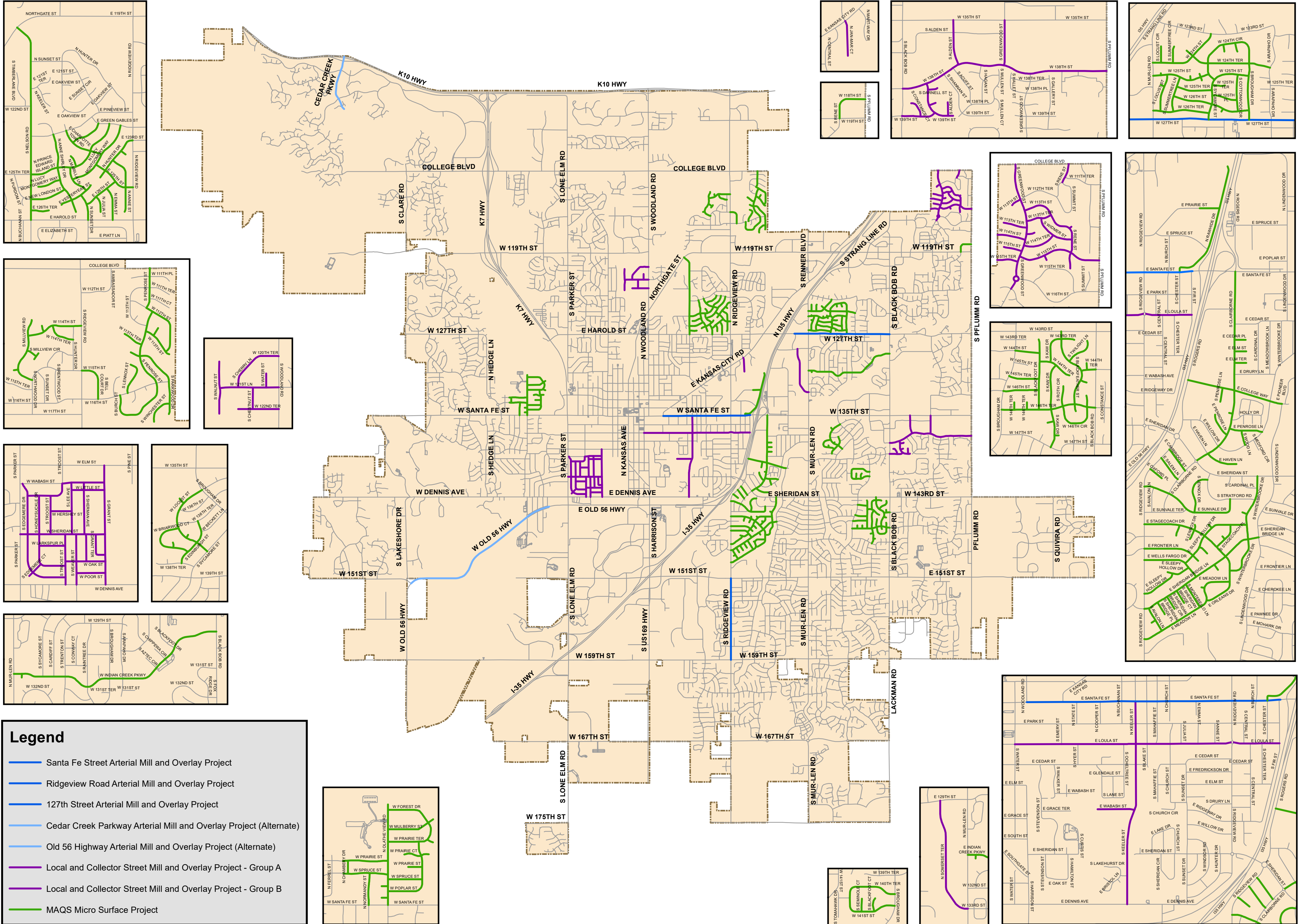
North Normandy Street
North Hunter Drive
South Edinburgh Street
East Elm Street
East Elm Terrace
North Emma Street
North Olathe View Road
East Orleans Drive
East Oxford Place
West Forest Drive
East Frontier Lane
South Parkwood Drive
South Parkwood Drive
East Penrose Lane
East Penrose Lane
South Penrose Lane
South Penrose Street
South Penrose Street
West Poplar Street
West Poplar Street
West Poplar Street
West Prairie Court
West Prairie Court
West Prairie Street
West Prairie Terrace
West Prairie Terrace
West Prairie Terrace
North Prince Edward Island Street
North Prince Edward Island Street
North Rawhide Drive
South Rene Street
South Roth Circle
West Indian Creek Parkway
South Sycamore Street

Santa Fe to Spruce
Ridgeview to Southwest End Cul-de-sac
136th Terrace to 138th Terrace
Clairborne to East End Cul-de-sac
Clairborne to East End Cul-de-sac
126th Street to Harold
Santa Fe to North End Dead End
Winterbrooke to Meadow (2nd Intersection)
Ridgeview to Southeast End Cul-de-sac
Olathe View to Mulberry
Ridgeview to East End Cul-de-sac
116th Street to South End Cul-de-sac
116th Street to Northwest End Cul-de-sac
Clairborne to Northwest End Cul-de-sac
Clairborne to Willow
College Way to South End Cul-de-sac
College Boulevard to 112th Street
112th Street to Burch
Olathe View to Spruce
Spruce to Prairie Court
Prairie Terrace to Prairie Court
Poplar to East End Cul-de-sac
Poplar to West End Cul-de-sac
Poplar to West End Cul-de-sac
Olathe View to Poplar
Poplar to Mulberry
Prairie Terrace to Southeast End Cul-de-sac
Nelson to Green Gables
Prince Edward Island to North End Cul-de-sac
Santa Fe to North End Limit
118th Street to 119th Street
146th Terrace to North End Cul-de-sac
Mur-Len to Black Bob
125th Street to 124th Terrace

2020 MAQS Micro Surface Project- Alternates

STREET	FROM/TO
West 122nd Street	Blackfoot to Fox Ridge
West 123rd Street	Black Bob to West End
South Twilight Lane	123rd Street to South End
South Fox Ridge Drive	121st Terrace South End
West 121st Terrace	Blackfoot to Fox Ridge
West 122nd Terrace	Blackfoot to Fox Ridge
South Blackfoot Drive	123rd to 121st Terrace
West 168th Place	Kimble to West End Dead End
South Bradley Drive	169th Place to 168th Place
West 169th Place	South Mur-Len to 168th Terrace
West 168th Place	Kimble to 167th Terrace
West 168th Terrace	169th Place to 169th Place
West 167th Terrace	Kimble to 168th Place
South Kimble Street	168th Place to 167th Street

2020 Street Preservation Program Location Map



Legend

- Santa Fe Street Arterial Mill and Overlay Project
- Ridgeview Road Arterial Mill and Overlay Project
- 127th Street Arterial Mill and Overlay Project
- Cedar Creek Parkway Arterial Mill and Overlay Project (Alternate)
- Old 56 Highway Arterial Mill and Overlay Project (Alternate)
- Local and Collector Street Mill and Overlay Project - Group A
- Local and Collector Street Mill and Overlay Project - Group B
- MAQS Micro Surface Project



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 2/4/2020

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger / Beth Wright

SUBJECT: Authorization of the Pflumm Road, 143rd to 151st, Improvements Project, PN 3-C-114-20.

ITEM DESCRIPTION:

Consideration of Resolution No. 20-1016 authorizing funding for Pflumm Road, 143rd to 151st, Improvements Project, PN 3-C-114-20.

SUMMARY:

This project is needed to address capacity and safety concerns in the area.

This project will improve Pflumm Road to a four-lane divided arterial roadway between 143rd Street and 151st Street. Also included will be geometric improvements at both intersections and a new traffic signal at 151st & Pflumm. Improvements will include storm sewer, medians, curb and gutter, new streetlights, on-street bike lanes, sidewalks and all other work necessary to complete the project.

The estimated cost for this project is \$18,715,000. 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 2020, land acquisition in 2020/2021, utility relocations in 2021 and construction in 2022.

FINANCIAL IMPACT:

Funding for the Pflumm Road, 143rd to 151st, Improvements Project includes:

CARS	\$ 2,000,000
Federal (STP)	\$ 1,500,000
<u>GO Bonds</u>	<u>\$15,215,000</u>
Total	\$18,715,000

ACTION NEEDED:

Approval of Resolution No. 20-1016 authorizing funding for Pflumm Road, 143rd to 151st, Improvements Project, PN 3-C-114-20.

ATTACHMENT(S):

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

RESOLUTION NO. 20-2016**A RESOLUTION AUTHORIZING THE PFLUMM ROAD, 143RD TO 151ST, IMPROVEMENTS PROJECT, PN 3-C-114-20.**

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, Pflumm 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 Pflumm Road from 143rd Street to 151st Street 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 Pflumm Road, 143rd to 151st, Improvements Project (the "Project"). Said Project includes improving Pflumm Road to a four-lane arterial section between 143rd Street and 151st Street along with geometric improvements at the intersections of both 143rd Street and Pflumm Road and 151st Street and Pflumm Road. Improvements include storm sewer, streetlights, on-street bike lanes, landscaping, traffic signals and sidewalks.

SECTION TWO: The cost of the Project shall not exceed \$18,715,000, exclusive of issuance and interest costs for temporary financing. The funds to pay for the Project shall come from the following source:

CARS Funding	\$ 2,000,000
Federal STP Funds	\$ 1,500,000
General Obligation Bonds	<u>\$15,215,000</u>
TOTAL	\$18,715,000

Included in the Project costs are preliminary and final design, utility coordination and 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 \$18,715,000 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 4th day of February, 2020.

SIGNED by the Mayor this 4th day of February, 2020.

Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney



Project Fact Sheet
Pflumm Road, 143rd to 151st,
Improvements Project
3-C-114-20
February 4, 2020

Attachment B

Project Manager: Beth Wright / Therese Vink

Description: This project will improve Pflumm Road to a four-lane divided arterial roadway between 143rd Street and 151st Street. Also included will be geometric improvements at both intersections and a new traffic signal at 151st & Pflumm. Improvements will include storm sewer, medians, curb and gutter, new streetlights, on-street bike lanes, sidewalks and all other work necessary to complete the project.

Justification: This project is needed to address the safety and additional capacity needs in the area.

Schedule:	Item	Date
Design:	RFQ	10/7/2019
	Consultant Selection	2/4/2020
Council Actions:	Date	Amount
Project Authorization	2/4/2020	\$18,715,000
PSA with Olsson	2/4/2020	\$1,146,389
Funding Sources:	Amount	CIP Year
GO Bonds	\$15,215,000	2023
Federal-STP	\$ 1,500,000	2022
CARS	\$ 2,000,000	2022
Expenditures:	Budget	Amount to Date
Design	\$ 1,200,000	\$0
Land Acquisition	\$ 500,000	\$0
Staff	\$ 140,000	\$0
Inspection	\$ 150,000	\$0
Utilities	\$ 1,750,000	\$0
Construction	\$12,275,000	\$0
<u>Contingency</u>	<u>\$ 2,700,000</u>	<u>\$0</u>
Total	\$18,715,000	\$0



**Pflumm Road, 143rd to 151st
3-C-114-20
Project Location Map**



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 2/4/2020

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger / Beth Wright

SUBJECT: Contract with Olsson, Inc for design of the Pflumm Road, 143rd to 151st, Improvements Project, PN 3-C-114-20.

ITEM DESCRIPTION:

Consideration of a Professional Services Agreement with Olsson, Inc. for design of the Pflumm Road, 143rd to 151st, Improvements Project, PN 3-C-114-20.

SUMMARY:

This project will improve Pflumm Road to a four-lane divided arterial roadway between 143rd Street and 151st Street. Also included will be geometric improvements at both intersections and a new traffic signal at 151st & Pflumm. Improvements will include storm sewer, medians, curb and gutter, new streetlights, on-street bike lanes, sidewalks and all other work necessary to complete the project.

On October 7, 2019, the City advertised a Request for Qualifications (RFQ) for engineering companies to provide design services for this project. Seven (7) firms responded to the RFQ. After reviewing all proposals, the selection committee chose Olsson, Inc. as the most qualified firm.

The \$1,146,389 Professional Services Agreement provides engineering services necessary for design of the project, including survey of existing conditions, utility coordination, public involvement, acquisition documentation (title reports, surveyed exhibits, easement documents, etc.) needed for any right-of-way or easements, development of construction plans in accordance with Olathe design standards and specifications, cost estimates, assistance with bidding of project for construction, and assistance as needed throughout construction.

This project is tentatively scheduled for design in 2020, land acquisition in 2020/2021, utility relocations in 2021 and construction in 2022.

FINANCIAL IMPACT:

Funding for the Pflumm Road, 143rd to 151st, Improvements Project includes:

CARS	\$ 2,000,000
Federal (STP)	\$ 1,500,000
<u>GO Bonds</u>	<u>\$15,215,000</u>
Total	\$18,715,000

ACTION NEEDED:

Approval of a Professional Services Agreement with Olsson, Inc. for design of the Pflumm Road, 143rd to 151st, Improvements Project, PN 3-C-114-20.

MEETING DATE: 2/4/2020

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 Olsson, Inc., hereinafter "Consultant" (collectively, the "Parties").

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

Pflumm Road, 143rd Street to 151st Street

Roadway Improvements

Project No. 3-C-114-20

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 Million, One Hundred Forty-Six Thousand, Three Hundred Eighty-Nine Dollars (\$1,146,389.00), including reimbursable expenses as described herein. The fee is based on the performance of the scope of services outlined in this Agreement, including **Exhibit B** attached hereto and incorporated by reference, and will be billed by Consultant using

hourly rates and equipment charges as set forth in **Exhibit C** attached hereto and incorporated by reference, plus reimbursable expenses as set forth below. All bills will be submitted to City monthly as provided herein. Payment to Consultant will not exceed the following percentages in each phase of the Project without prior written consent of City.

2. Reimbursable Expenses: Consultant will be reimbursed at the actual cost, not to exceed a total expense of Forty Six Thousand, Two Hundred Dollars (\$46,200) 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, 2022. Final PS&E and Bidding is planned to be complete by December 2021.

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

B. FINAL DESIGN PHASE

1. Services: The Professional Services to be provided during this phase are set out in **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: Reid Catt. 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: Therese Vink
1385 S. Robinson Drive
Olathe, KS 66061

Olsson, Inc.
Attn: Reid Catt
7301 West 133rd Street, Suite 200
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.

M. COVENANT AGAINST CONTINGENT FEES

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

N. 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**).

O. TITLES, SUBHEADS AND CAPITALIZATION

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

P. SEVERABILITY CLAUSE

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

Q. AMBIGUITY CLAUSE AND HIERARCHY OF INTERPRETATION

If any ambiguity, inconsistency or conflict arises in the interpretation of this Agreement, the same will be resolved by reference first to the terms and conditions of this Agreement, and

any exhibits attached hereto or incorporated by reference as noted below. In the event of any conflict or inconsistency between this Agreement and its exhibits, the following hierarchy of interpretation will apply:

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

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

R. EXECUTION OF CONTRACT

The parties hereto have caused this Agreement to be executed this _____ day of _____ 2020.

CITY OF OLATHE, KANSAS

By: _____

(INSERT
Michael E. Copeland, Mayor
J. Michael Wilkes, City Manager
OR Department Head)

ATTEST:

City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney/Deputy City Attorney/
Assistant City Attorney

OLSSON, INC.

By: _____

Project Manager
Reid Catt, PE
7301 West 133rd Street, Suite 200
Overland Park, KS 66213

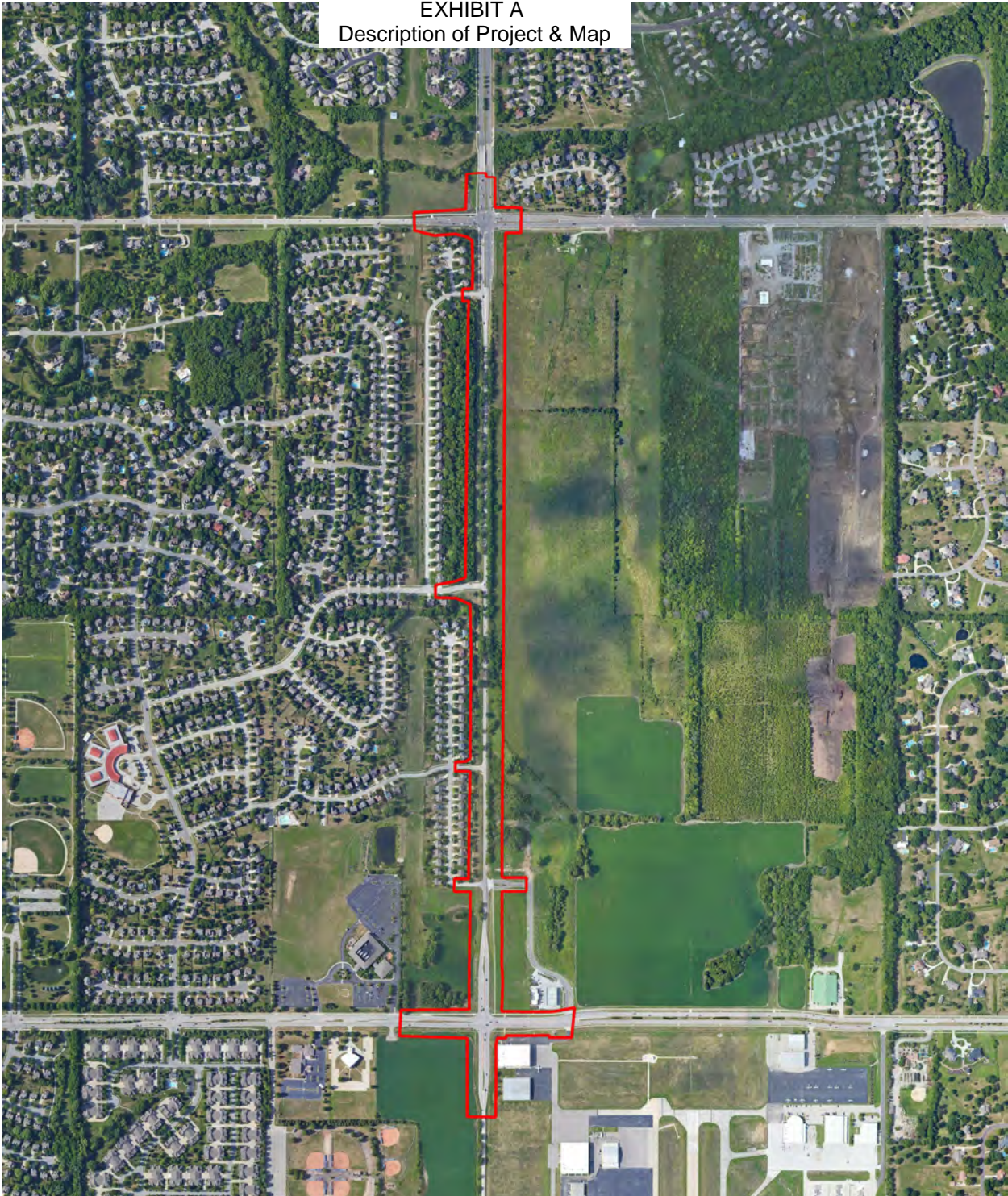
By: _____

Executive Vice President of Consulting Services
John Olsson, PE
601 P Street, Unit 200
Lincoln, NE 68508

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OF EXHIBITS**

Exhibit A	Description of Project & Map
Exhibit B	Scope of Services
Exhibit C	Fee & Rate Schedule
Exhibit D	Land Acquisition Checklist for Consultant Projects
Exhibit E	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



Description of Project:

This project will improve Pflumm Road from a 2-lane roadway to a 4-lane divided arterial from 143rd Street to 151st Street along with geometric improvements at the intersections of 151st Street and Pflumm Road as well as 143rd Street and Pflumm Road. Improvements will include pavements, medians, curb and gutter, storm sewer, streetlights, landscaping/irrigation, sidewalk, bike lanes and all other work pertinent to completing the project.

EXHIBIT B
SCOPE OF ENGINEERING SERVICES
FOR
Pflumm Road (143rd Street to 151st Street)
ROAD IMPROVEMENTS PROJECT
PN 3-C-114-20

SCOPE OF SERVICES

Consulting Engineer Responsibilities

General Project Description:

This project will include survey, design, plans, specifications, and construction administration duties for converting Pflumm Road to a four-lane thoroughfare standard from 143rd Street to 151st Street. Plans will be developed in accordance with Olathe and KDOT specifications. More specifically, the project also includes:

- Right turn lanes for the northbound, southbound and eastbound directions at the 143rd and Pflumm Road intersection.
- Reconstruction to the extent necessary to provide two southbound through lanes at the 143rd and Pflumm Road intersection.
- A new traffic signal at the 151st Street and Pflumm Road intersection, including right turn lanes will be added to all directions.
- Traffic signal modifications at the 143rd Street and Pflumm Road intersection.
- A new enclosed storm system, streetlights, and waterline.

Task 1. Data Collection

1.1 Survey

- A. Topographic Survey – Survey shall include shots at pavement tie-in locations, existing back of curb, edges of pavement, existing lane lines across roadway, existing storm and sanitary sewer systems, fences, trees, building corners, etc. to create project mapping. Survey of existing visible property corners will be included in mapping. Field locate all irrigation systems. Stake centerline every 50 feet as may be required by utilities or other entities to plan relocation work. Provide field staking for proposed storm sewer structures, traffic signal poles for utility relocations. Stake in the field the location of rights-of-way and/or easements prior to acquisition and construction as requested by the City, and shall meet with appraisers to identify easement and right-of-way locations. (Assume 20% of properties will be staked.) Stake locations of construction items as requested by utilities to facilitate relocation work. Possibilities include ROW, easements, centerline, and proposed drainage structures.



- B. Base Map Preparation - Prepare and submit to governmental agencies a certified land corner record for each section corner recovered and used on this project. Show ownership and abutting property information. Show City supplied plat information on plans. Review record drawings on abutting projects and subdivisions and update as required. Obtain and review new, approved site plans for developments. Develop basemap from field survey information. Basemap to be at a scale of 1"=20 ft. showing both contours at 2 foot intervals, existing property lines, owner information, and existing utility information as determined from surveyed utility locates, visible features, and/or facility maps.
- C. Boundary Survey - Section corner and quarter section corner locations must be referenced to the Johnson County Horizontal Control Network. As part of the design survey, all section corners and quarter section corners within the project area and others used for project control must be located, and reference state plane coordinates determined with GPS equipment. The coordinates and referenced ties shall be shown on the plans and the standard corner reference report submitted to the Kansas State Historical Society, the county engineer, and the city's project engineer within 30 days of the survey as required by state law. If a Johnson County horizontal control marker may be damaged by construction the county public works department should be notified prior to the bid letting.
- D. Utility Locates - Utilities will be drawn from surveying above ground features, including markings by utility companies resulting from the locate request. Information supplied by utility companies will be used to complete the placement of existing utilities on the plans. Locations from utility plans will be transferred into the topographic survey. Where available, above-ground features will be used to improve accuracy. The Consultant will add a disclaimer to the drawings with respect to the undetermined location of underground utilities.
- E. Utility Staking - Stake centerline every 50 feet as may be required by utilities or other entities to plan relocation work.
- F. Pothole and Borehole Locates - Coordinate and survey pothole information for critical vertical utility locations and stake boring locations prior to geotechnical borings.
- G. Supplemental Topographic Survey – Additional topo will be gathered of the ongoing construction along the east side of Pflumm Road after the initial survey

was completed in order to pick up the changes that occurred due the development since the time of the original survey.

1.2 Right-of-way and Easements

- A. Describe right-of-way and easements necessary to complete project (Assume 52 properties).
 - 1. Furnish legal descriptions
 - 2. Furnish necessary title information
 - 3. Maps and sketches as follows:
 - a. Plan showing all proposed takings
 - b. Individual tract map exhibits of takings for each ownership including:
 - 1) Title block
 - 2) Ownership boundaries
 - 3) Existing rights-of-ways and easements
 - 4) Proposed takings identified graphically and with text
 - 5) Legend for taking type
 - 6) Graphical scale and north arrow
 - 7) Ownership information
 - 8) Legal description of all takings
 - 4. Revise legal descriptions and ownerships as required. (Assume 10 percent of tracts change ownership).
- B. The Consulting Engineer shall stake in the field the location of rights-of-way and/or easements prior to acquisition and construction as requested by the City, and shall meet with appraisers to identify easement and right-of-way locations. (Assume 10 properties will be staked.)
- C. The Consulting Engineer shall stake in the field the location of rights-of-way and/or easements for condemnation services as requested by the City, and shall meet with appraisers to identify easement and right-of-way locations. (Assume 5 properties will be staked.)

- 1.3 Underground Utility Investigation** – A subconsultant will provide vacuum excavation for the investigation of underground utilities as they affect specific project locations. We have included an allowance for this item for up to sixty locations along the corridor. Thirty excavations would be done during the initial utility investigation and the additional thirty excavations would be performed after the relocations have occurred in order to verify there is not a conflict. Should this allowance need to be exceeded, Consultant will contact City prior to proceeding for a supplemental agreement.

1.4 Geotechnical Exploration

- A. The design consultant will perform borings at 16 selected locations. These borings will be advanced to depths of 10 feet each or to practical auger refusal, whichever occurs first. Samples will be obtained using split barrel or thin walled tube sampling techniques at 2.5-foot intervals in the upper 5 feet and at five-foot intervals thereafter in each of these borings.
- B. The design consultant will obtain 8 pavement core samples along Pflumm Road. After completion of the coring, we will obtain a sample of the subgrade soils immediately beneath the pavement. The core and soil samples will be returned to our laboratory and the boreholes and pavement core locations will be patched with an asphaltic concrete cold mix.
- C. The design consultant will visually observe the samples. Proposed laboratory

- testing will include visual soil classification, unconfined compression tests, density tests, moisture content tests, and up to 5 Atterberg limits tests.
- D. Upon completion of the laboratory testing program, the design consultant will prepare a geotechnical engineering report for the project. The report will contain a discussion of the subsurface soil and bedrock conditions encountered and will provide pavement subgrade preparation recommendations, including recommendations for stabilization of the subgrade soils. The design consultant will concur with the City standard roadway section, or collaborate with the city to develop an alternative section.

Task 2. Preliminary Design

2.1 Design

- A. Project Management – The Consultant Project Manager will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work of sub-consultants. Provide regular progress reports with invoices. The Consultant will coordinate their design with agencies and/or Consultants that are involved with this project or adjacent projects. Coordination includes one-on-one meetings with the agencies or Consultants.
- B. Develop design criteria for the project and discuss with the City.
- C. Environmental Analysis - Wetland Delineation - Olsson will complete a wetland delineation and stream assessment of the project study area. Olsson will follow the methods described in the U.S. Army Corps of Engineers (Corps) Wetland Delineation Manual (January 1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0) (August 2010).
1. Desktop Review. The first step of the wetland delineation and stream assessment consists of a desktop review of available databases to determine areas within the project study area that may have potential wetlands or other waters of the U.S. This review will include accessing information from the National Hydrography Dataset (NHD), National Wetland Inventory (NWI), U.S. Geological Survey (USGS) 7.5 minute topographic maps, Natural Resources Conservation Service (NRCS) soil data, and current and historical aerial imagery.
 2. Wetlands (WETS) Table Analysis for Agricultural Lands. Using the methodology described in the U.S. Department of Agriculture (USDA) Part 650-Engineering Field Handbook, Olsson will complete WETS Tables to determine if the area had a normal amount of precipitation for a given year. Once years with normal precipitation are determined, Olsson will review historic National Agricultural Imagery Program (NAIP) aeriels to determine if signatures of wetlands are present in those years.
 3. Site Visit. Following the desktop review, a site visit will be conducted to field verify the presence or absence of wetlands, streams, and other waters of the U.S. identified during the desktop review. The site visit will be conducted by traversing the project study area to identify wetland characteristics including; hydrophytic vegetation, hydric soils, and wetland hydrology. Wetland, streams, and/or other waters of the U.S. boundaries will be delineated using sub-meter accuracy global positioning system (GPS) units. Midwest Region data forms will be filled out. Photographs documenting site conditions, including wetlands, streams, and other waters of the U.S., will be taken. Agricultural areas require additional sample points primarily to document soil conditions. Transects will be developed through areas of potential farmed wetlands.

4. Report. Upon completion of the site visit a report documenting the findings of the wetland delineation and stream assessment will be prepared detailing the presence or absence of wetlands, streams, and other waters of the U.S. within the project study area. The wetland delineation and stream assessment report will include a narrative of how the wetland delineation and stream assessment was conducted and a summary of the results of the wetland delineation and stream assessment. Figures documenting information gathered during the desktop review and figures showing wetland, streams, and other waters of the U.S. boundaries, sample point locations, and photo point locations will be included. The report will also include a description of Olsson's opinion of whether the wetlands, streams, and other waters of the U.S. are jurisdictional.
- D. Traffic analysis
1. Obtain existing Traffic Studies
 2. Collect 24-hour traffic counts at up to two locations
 3. Access Management Evaluation
 - a. Identify where Full Access should be along Pflumm between 143rd Street and 151st Street. Recommendations will be based on the City's access management guidelines.
 - b. Identify where Right turn lanes may be needed along Pflumm between 143rd Street and 151st Street. Recommendations will be based on the City's access management guidelines.
 4. The results of the analysis will be summarized in a technical memorandum
- E. Structural analysis
1. Analyze existing reinforced concrete box (RCB) culvert to verify it can carry future traffic loads to be placed above structure.
 2. Analyze existing RCB to determine impacts of relocating existing curb inlets that currently are attached to the existing RCB.
- F. Hydrology, Hydraulic and Storm Sewer Design Review - Conduct a thorough evaluation of the hydrology, hydraulic and storm sewer design for the residential subdivisions located east and west of Pflumm Road. The City of Olathe design criteria and Kansas City APWA Section 5600 are to be the design standards to which the evaluation will be completed. This review will focus on the capacity of the existing and proposed storm sewer and inlet structures and potential impact to Pflumm Road. Conveyance structures identified to be undersized or areas where significant stormwater drainage issues have been identified that may cause roadway flooding issues will be documented in a design memorandum to the city. Olsson will be available to meet with the city to discuss the evaluation and impact to roadway and storm sewer system design.
- G. Airport Coordination
1. During the preliminary design, the airport team shall evaluate and provide an initial analysis of proposed streetlight locations. This analysis will review in comparison with the FAA's standards and identify any potential problems.
 2. Submit streetlight pole locations to FAA for obstruction evaluation. As soon as possible during final design, when the locations of these items are reasonably certain, the airport team will file requests with the FAA for an Obstruction Evaluation / Airport Airspace Analysis for each item. Items to be provided will include the latitude, longitude, ground elevation and proposed height of structure for each item. Any exhibits required by the FAA will also be provided.
 3. Coordinate any FAA comments with FAA staff to resolve any issues

that may be identified in their review.

2.2 Develop preliminary plans (standard details will be provided electronically by the City):

- A. Cover sheet
- B. Typical sections
- C. Survey layout sheets
- D. Demolition sheets
- E. Right-of-way sheets
- F. Surface drainage design
 - 1. Drainage area maps
 - 2. Pavement spread and inlet spacing calculations
 - 3. Inlet and other structure design calculations
 - 4. Hydraulic grade calculations.
- G. Plan & Profile Sheets
 - 1. Plan Scale: 1"=20'
 - 2. Profile Scale: H= 1"=20'; V= 1"=5'
- H. Length of tapers and storage lanes for turn lanes
- I. Side street plan and profiles
- J. Intersection layouts
- K. Driveway profiles
- L. Integral sidewalk/retaining wall profiles as required for the project
- M. Preliminary traffic control for construction plan sheets
- N. Preliminary street lighting
 - 1. Pole locations
 - 2. Define design parameters
- O. Preliminary traffic signal design
 - 1. 143rd and Pflumm signal modification to SE corner
 - 2. 151st and Pflumm signal installation
- P. Preliminary Pavement Marking and Signing
- Q. Waterline Preliminary Design
 - 1. Waterline designer meet with City's Water staff to review existing conditions, maps and design criteria for the location of the proposed waterline. Discussion will include determining extents of required relocations due to the horizontal alignment of the new roadway facilities, grade changes required by the new roadway improvements, determining extents of facilities that will remain in place, and determining what facilities will be reconnected or abandoned.
 - 2. Design water facilities for preliminary review.
- R. Cross sections every 25 feet
- S. QA/QC

2.3 Submit preliminary plans to the City and KDOT. City submittal shall include three (3) half-size sets of preliminary plans for review. Meet with the City at the time of delivery to discuss project and point out any concerns that may have resulted from data collection, design, etc.

2.4 Meet with utility companies to discuss project and begin coordination for relocations. Included with this task will be inclusion of proposed utility locations shown on color coded maps for use in identifying individual utilities. Submit one (1) half-size set of preliminary plans to each utility company for preparation and coordination with utility companies for any relocations (Assume four (4) utility meetings).

- 2.5** Develop preliminary cost estimate that shall be furnished based on the experience and qualifications of the consulting engineer/architect's best judgment as an experienced and qualified design professional, familiar with the construction industry and advise the City if, in its opinion, the amount budgeted for construction is not sufficient to adequately design and construct the improvement requested.
- 2.6** Meet with City approximately monthly as necessary in connection with preliminary designs. (Assume six (6) meetings)
- 2.7** Field check to be performed with representatives of the Engineer and the City at the project site with appropriate project design plans.
- 2.8** Public information
 - A. Prepare for and attend three neighborhood meetings to explain the project to residents of the project area, and to receive public comments at a time and place arranged for by the City.
 - 1. Prepare information letters for public meetings. Consultant will draft letters and send to City so they can be printed and mailed on City letterhead.
 - 2. Prepare exhibits, including preliminary plans (showing right-of-way taking and easements).
 - 3. Have persons available to explain the proposed work and to answer questions.
 - B. The Consulting Engineer will be available to meet with City staff and concerned property owners as directed by the City to discuss the project at any time throughout the project. (Three meetings included in basic scope.)
- 2.9** Permitting
 - A. Prepare the necessary plans and applications for permit submission to and approval of:
 - 1. Johnson County
 - 2. State including but not limited to:
 - a. Division of Water Resources
 - b. KDOT
 - 3. Federal including but not limited to:
 - a. US Army Corps of Engineers 404
 - b. NPDES

Task 3. Final Design

- 3.1** Project Management
- 3.2** Prepare detailed plans and specifications
 - A. Cover sheet
 - B. Typical sections
 - C. Survey reference sheets
 - D. Demolition sheets
 - E. Right-of-way sheets
 - F. Surface drainage design
 - 1. Drainage area maps
 - 2. Pavement spread calculations
 - 3. Inlet and other structure design calculations
 - G. Plan and profile sheets (Scale as stated in Preliminary Design)

- H. Side street plan and profiles
- I. Intersection Details
- J. Sidewalk ramp designs per ADA requirements
- K. Driveway profiles
- L. Integral sidewalk/retaining wall profiles
- M. Structural Retaining Wall Details – Design to include retaining wall geometry, general notes, summary of quantities, design calculations, wall details, and details for retaining wall panel reinforcing steel.
- N. Structural RCB Detailing
 - 1. Removal and replacement of the RCB top slab portion impacted by the relocated drainage curb inlets.
- O. Street lighting plans
- P. Traffic signal plans
 - 1. 143rd and Pflumm signal modification to SE corner
(Including adding stop bar loops and advance radar detection)
 - 2. 151st and Pflumm full traffic signal replacement
- Q. Traffic Signal Interconnect
 - 1. To be installed on Pflumm between 143rd Street and 151st Street
- R. Pavement marking and signing plans
- S. Traffic control plan and construction phasing including detour routing for each phase of the project.
- T. Final waterline plans, including profiles
- U. Provide irrigation plans that identify the existing irrigation systems for up to two subdivisions and the roadway median. Design of any interim or final irrigation systems will be done by the contractor awarded the project.
- V. Location of existing utilities and underground facilities
- W. Stormwater Pollution Prevention Plan (SWPPP), including erosion and sediment control plans. Plans shall conform to OP design checklists and requirements. SWPPP shall follow Overland Park template and conform to KDHE requirements. Provide 2 copies of SWPPP notebook to the City at time of bidding.
- X. Standard and special details
- Y. Quantity summary sheets and recapitulation sheets
- Z. Development related design
- AA. Cross Sections every 25 feet
- BB. QA/QC
- CC. Address comments from the City

3.2 Submit plans to the City and KDOT.

3.3 Schedule and attend utility coordination meetings as required. (Assume four (4) final design meetings.) Stake locations of construction items as requested by utilities to facilitate their relocation work. (A maximum of 40 hours is included in the Basic Scope for staking these items. If additional staking work is required for the utilities it shall be done as a supplemental agreement.)

3.4 Prepare a detailed cost estimate.

3.5 Meet with City approximately monthly as necessary in connection with final plans. (Assume ten (10) meetings)

Task 4. PS&E

4.1 Prepare a detailed final cost estimate.

- 4.2** Provide 90% plans and cost opinion to City for review.
- A. Plan sets will be provided as follows:
 - half-size (11" X 17") - six (6) sets
 - full-size (22" X 34") – two (2) sets
 - B. These plans are to be provided at no additional cost and are separate from those sold to prospective bidders.
- 4.3** Upon receipt of City comments on 90% submittal, make necessary modifications and furnish ten (10) sealed copies of final plans and specifications.
- 4.4** Prepare project manual to include but is not limited to the following:
- A. Bid Form
 - B. Measurement & Payment
 - C. Special Conditions

Task 5. Bidding

- 5.1** Prepare written addenda to the bidding documents as required and/or requested.
- 5.2** Consult with and advise the City as to the acceptability of substitute materials and Equipment when substitution prior to the award of the contract is allowed in the bidding documents.
- 5.3** Assist the City in analyzing bids and making recommendation for award of the construction contractor.
- 5.4** Input engineer's estimate into Public Purchase.

Task 6. Construction Services

- 6.1** Review Shop Drawings and Construction Submittals as required.
- 6.2** Be available for discussion and consultation during the construction phase. Construction observation will be the responsibility of the City.
- 6.3** Prepare plan revisions as necessitated by conditions encountered in the field during construction except for traffic control plans.
- 6.4** Prepare final record drawings which reflect:
- A. All change orders
 - B. Minor design changes
 - C. Changes made in the field by City representatives that are marked on the plan set. Submit updated PDF images.
- 6.5** Construction progress meetings (Assume 12 meetings)

Project Assumptions: We have made several assumptions in the preparation of this proposal. These assumptions and subsequent explanations are as follows:

- Pavement design will follow the City of Olathe standard thoroughfare roadway section standards for material and thickness and will not be independently developed or evaluated by Olsson.
- Utility relocations are currently unknown. If required, the relocations will be designed by the respective utilities or by supplemental agreement, including sanitary sewer.

- No special floodzone permitting or modeling will be required other than what is specifically listed in the scope.
- Permitting and mitigation fees will be paid by the client.
- Access is available to the land and right-of-way to obtain geotechnical borings and no clearing is required.
- The irrigation system within right-of-way will be designed in the medians, including the mainline and lateral stubs to define the zones, and coordinated with waterline design for meter location, backflow preventer, etc. Irrigation modifications on private property will be investigated but handled with a performance specification.
- Olsson will provide the Client PDF and CAD files on CD or an online file exchange system.

Exclusions: The following items, in addition to any items not specifically listed above are not included in this proposal but can be provided under a supplemental agreement:

- Utility design (electric, gas, comm/fiber)
- Sanitary sewer design
- Waterline system modeling
- Concrete pavement design or joint layouts
- Bridge/structural load ratings
- Detention and water quality design
- Environmental investigation, permitting beyond those noted in the scope
- Landscaping
- 3D renderings and visualizations
- Right-of-way appraisals and negotiations
- Construction observations, testing, and inspection
- Any services not specifically detailed in the scope.

EXHIBIT C
Fee & Rate Schedule

MAN-HOUR ESTIMATE - Pflumm Road (143rd Street to 151st Street)																							
				Hourly Rate	\$195.00	\$190.00	\$188.00	\$140.00	\$118.00	\$99.00	\$91.00	\$77.00	\$180.00	\$160.00	\$120.00	\$123.00	\$100.00	\$72.00	\$145.00	\$145.00			
Task No.				Description of Work Items / Tasks	PM / TL	Tech Lead	Sen Eng	Proj Eng	PE	AE	SrTech	Tech	SV TL	SRVY (2 MC)	SRVY (1 MC)	Sen SVY	SVY Tech	Admin	Geo Drill (2 MC)	Geo Eng	Total Manhours	Total Labor Fee	Subtotal
1				Data Collection																			
	1.1			Survey																			
		A		Topographic Survey		4							20	160		98	30				312	\$45,014	\$45,014.00
		B		Basemap Preparation									10			30	90				130	\$14,490	\$14,490.00
		C		Boundary Survey									4	16			20				40	\$5,280	\$5,280.00
		D		Utility Locates									4	24			20				48	\$6,560	\$6,560.00
		E		Utility Staking										24							24	\$3,840	\$3,840.00
		F		Pothole and Borehole Locates									1	24		4	10				39	\$5,512	\$5,512.00
		G		Supplemental Topographic Survey									1	40		10	32				83	\$11,010	\$11,010.00
	1.2			Right-of-Way & Easements																			
		A		Describe Right-of-Way & Easements (Assume 52 properties)									10			130	125				265	\$30,290	\$30,290.00
		B		Stake R/W & Easements (Assume 10 properties)									1	24		2	2				29	\$4,466	\$4,466.00
		C		Stake R/W & Easements for Condemnation (Assume 5 prop.)									1	12		2	2				17	\$2,546	\$2,546.00
	1.3			Underground Utility Investigation (see expenses Utilasafe)																			
	1.4			Geotechnical Exploration																			
		A		Field Borings (Assume 16)															24		24	\$3,480	\$3,480.00
		B		Field Pavement Cores (Assume 8)														12			12	\$1,740	\$1,740.00
		C		Laboratory Testing								24									24	\$1,848	\$1,848.00
		D		Prepare Geotechnical Report																12	12	\$1,740	\$1,740.00
					0	4	0	0	0	0	0	24	52	324	0	276	331	0	36	12	1,059		\$137,816.00
2				Preliminary Design																			
	2.1			Design																			
		A		Project Management	80	40															120	\$23,200	\$23,200.00
		B		Develop Design Criteria		4		4													8	\$1,320	\$1,320.00
		C		Environmental Analysis - Wetland Delineation					24	48											72	\$7,584	\$7,584.00
		D		Traffic Analysis																			
		1		Obtain Traffic Studies				2													2	\$280	\$280.00
		2		Corrdinate 24-Hour Counts				2										2			4	\$424	\$424.00
		3		Access Management Evaluation		2		8	30												40	\$5,040	\$5,040.00
		4		Technical Memorandum Summary		2		8	20		8							4			42	\$4,876	\$4,876.00
		E		Structural Analysis		8			24												32	\$4,352	\$4,352.00
		F		Hydrology, Hydraulic and Storm System Design Evaluation	24			80		80	24										208	\$25,984	\$25,984.00
		G		Airport Coordination	16				60		80										156	\$17,480	\$17,480.00
	2.2			Preliminary Design Plans																			
		A		Cover		1		1		4	8										14	\$1,454	\$1,454.00
		B		Typical Sections		4		24		40											68	\$8,080	\$8,080.00
		C		Survey Layout Sheets		2		8		16											26	\$3,084	\$3,084.00
		D		Demolition Sheets		2		12		24											38	\$4,436	\$4,436.00
		E		Right-of-Way Sheets		2		8		20											30	\$3,480	\$3,480.00
		F		Surface Drainage Design	4	8	16	80		80	80										268	\$31,708	\$31,708.00
		G		Plan & Profile Sheets		40		120	80	120	40										400	\$49,360	\$49,360.00
		H		Length of Tapers and Storage Lanes		2		8	4	4											18	\$2,368	\$2,368.00
		I		Side Street Plan & Profiles		6		32	8	32											78	\$9,732	\$9,732.00
		J		Intersection Layouts		2		40	20	20											82	\$10,320	\$10,320.00
		K		Driveway Profiles		2		8	4	4											18	\$2,368	\$2,368.00
		L		Integral Sidewalk Retaining Wall Profiles		2		8	24												34	\$4,332	\$4,332.00
		M		Preliminary Traffic Control (w/ Detour)	2			12	24		60										98	\$10,362	\$10,362.00
		N		Preliminary Street Lighting	2			16	24		60										102	\$10,922	\$10,922.00
		O		Preliminary Traffic Signals																			
		1		143rd & Pflumm (Signal Mod.)	2			8	24		40										74	\$7,982	\$7,982.00
		2		151st & Pflumm	4			16	40		72										132	\$14,292	\$14,292.00
		P		Preliminary Pavement Marking and Signing	2			12	24		60										98	\$10,362	\$10,362.00
		Q		Waterline - Preliminary Design																			
		1		Review Impacts to System	8			24		80											112	\$12,840	\$12,840.00
		2		Design Water Facilities	16			116		240								8			380	\$43,696	\$43,696.00
		R		Cross Sections (25 feet) & Surface Modeling		8		80		160	48										296	\$32,928	\$32,928.00
		S		QA/QC	4	8	8	24		24											68	\$9,540	\$9,540.00
	2.3			Submit Plans to City and KDOT		4		8	8	8											28	\$3,616	\$3,616.00
	2.4			Utility Coordination	16	32		40		60											148	\$20,740	\$20,740.00
	2.5			Detailed Cost Estimate	2	2		24	8	8											44	\$5,866	\$5,866.00
	2.6			Meet w/ City (Assume 6 mtgs)	15	15			15												45	\$7,545	\$7,545.00
	2.7			Field Check Meeting w/ City at Project Site		12	12	12	12												48	\$7,632	\$7,632.00
	2.8			Public Information																			
		A		Prepare for and Attend Three Meetings		24	16	16	16												72	\$11,696	\$11,696.00
		B		Meet w/ City and Property Owners to Discuss Issues (Assume 3)	12	12		12													36	\$6,300	\$6,300.00
	2.9			Permitting	4	12		12	16												44	\$6,628	\$6,628.00
					213	258	52	885	509	1,072	580	0	0	0	0	0	0	14	0	0	3,583		\$444,209.00
3				Final Design																			
	3.1			Project Management	60	40															100	\$19,300	\$19,300.00
	3.2			Final Design Plans																			
		A		Cover		1		1		4	8										14	\$1,454	\$1,454.00
		B		Typical Sections		1		16		16											33	\$4,014	\$4,014.00

MAN-HOUR ESTIMATE - Pflumm Road (143rd Street to 151st Street)																							
				Hourly Rate	\$195.00	\$190.00	\$188.00	\$140.00	\$118.00	\$99.00	\$91.00	\$77.00	\$180.00	\$160.00	\$120.00	\$123.00	\$100.00	\$72.00	\$145.00	\$145.00			
Task				Description of Work Items / Tasks	PM / TL	Tech Lead	Sen Eng	Proj Eng	PE	AE	SrTech	Tech	SV TL	SRVY (2 MC)	SRVY (1 MC)	Sen SVY	SVY Tech	Admin	Geo Drill (2 MC)	Geo Eng	Total	Total	Subtotal
No.			Manhours																		Labor Fee		
		C		Survey Layout Sheets		1		12		8											21	\$2,662	\$2,662.00
		D		Demolition Sheets		1		8		16											25	\$2,894	\$2,894.00
		E		Right-of-Way Sheets		2		4		12											18	\$2,128	\$2,128.00
		F		Surface Drainage Design	4	4	8	40		80	80										216	\$23,844	\$23,844.00
		G		Plan & Profile Sheets		36		180	80	180		40									516	\$62,380	\$62,380.00
		H		Side Street Plan & Profiles		4		40	12	40											96	\$11,736	\$11,736.00
		I		Intersection Layouts		2		24	12	12											50	\$6,344	\$6,344.00
		J		Sidewalk Ramp Designs		4			8	40	40										92	\$9,304	\$9,304.00
		K		Driveway Profiles		1		4	4	4											13	\$1,618	\$1,618.00
		L		Integral Sidewalk Retaining Wall Profiles		1		8	12	24											45	\$5,102	\$5,102.00
		M		Structural Retaining Wall Details			12		80												92	\$11,696	\$11,696.00
		N		Structural RCB Detailing	2		24		80		40										146	\$17,982	\$17,982.00
		O		Street Lighting Plans	2			8	16		40										66	\$7,038	\$7,038.00
		P		Traffic Signal Plans																			
		1		143rd & Pflumm (Signal Mod.)	2			2	8		40										52	\$5,254	\$5,254.00
		2		151st & Pflumm	4			8	16		48										76	\$8,156	\$8,156.00
		Q		Traffic Signal Interconnect	4			20	40		64										128	\$14,124	\$14,124.00
		R		Pavement Marking and Signing	2			8	20		40										70	\$7,510	\$7,510.00
		S		Traffic Control and Phasing Plans	2			20			40										62	\$6,830	\$6,830.00
		T		Final Waterline Plans	8			32		80								2			122	\$14,104	\$14,104.00
		U		Irrigation System Identification & Plans		2	40			16	80										138	\$16,764	\$16,764.00
		V		Location of Existing Utilities and Underground Facilities		4		20		24											48	\$5,936	\$5,936.00
		W		SWPPP & Erosion Control Plans		12		40		60											112	\$13,820	\$13,820.00
		X		Standard and Special Details		1		12		12	20										45	\$4,878	\$4,878.00
		Y		Quantity Summary and Recapitulation Sheets		2		20		20	40										82	\$8,800	\$8,800.00
		Z		Development Related Design		4		40		60	60										164	\$17,760	\$17,760.00
		AA		Cross Sections (25 feet) & Surface Modeling		2		48		108	64										222	\$23,616	\$23,616.00
		BB		QA/QC	4	16	16	24		24											84	\$12,564	\$12,564.00
		CC		Address City Comments		2	2	20		40											64	\$7,516	\$7,516.00
	3.3			Submit Plans to City and KDOT		4		8		4											16	\$2,276	\$2,276.00
	3.4			Utility Coordination	16	40		40		72											168	\$23,448	\$23,448.00
	3.5			Detailed Cost Estimate	2	4	2	16		40	24										88	\$9,910	\$9,910.00
	3.6			Meet w/ City (Assume 10 mtgs)	25	25			25												75	\$12,575	\$12,575.00
					137	216	104	723	413	996	728	40	0	0	0	0	0	2	0	0	3,359		\$405,337.00
4				PS&E																			
	4.1			Detailed Cost Estimate		4	2		20		40										66	\$7,136	\$7,136.00
	4.2			Submit Plans & Estimates to City		4			4		8										16	\$1,960	\$1,960.00
	4.3			Address City Comments	4	4	4	16	60		60	24									172	\$18,920	\$18,920.00
	4.4			Prepare Project Manual																	0		
				Bid Form		4															4	\$760	\$760.00
				Measurement & Payment		8	12	60													80	\$12,176	\$12,176.00
				Special Conditions		8		40													48	\$7,120	\$7,120.00
					4	32	18	116	84	0	108	24	0	0	0	0	0	0	0	0	386		\$48,072.00
5				Bidding																			
	5.1			Prepare Written Addenda	4	8		16	16									8			52	\$7,004	\$7,004.00
	5.2			Consult w/ City on Substitute Materials	2	4	4	8	4	4											26	\$3,890	\$3,890.00
	5.3			Assist City in Analyzing Bids	1	4			4									2			11	\$1,571	\$1,571.00
	5.4			Input Estimate into Public Purchase		4															4	\$760	\$760.00
					7	20	4	24	24	4	0	0	0	0	0	0	0	10	0	0	93		\$13,225.00
6				Construction Services																			
	6.1			Shop Drawings & Submittals	4	8	24	24	40	40											140	\$18,852	\$18,852.00
	6.2			Construction Questions and Meetings		24	4		12	12											52	\$7,916	\$7,916.00
	6.3			Plan Revisions		8			24		24										56	\$6,536	\$6,536.00
	6.4			Prepare Final Record Drawings/Asbuilts		4			12	48	48										112	\$11,296	\$11,296.00
	6.5			Construction Progress Meetings (Assume 12 meetings)	18	18															36	\$6,930	\$6,930.00
					22	62	28	24	88	100	72	0	0	0	0	0	0	0	0	0	396		\$51,530.00
				Total Manhours	383	592	206	1,772	1,118	2,172	1,488	88	52	324	0	276	331	26	36	12	8,876		
				Total Labor, OH & Profit	\$74,685	\$112,480	\$38,728	\$248,080	\$131,924	\$215,028	\$135,408	\$6,776	\$9,360	\$51,840	\$0	\$33,948	\$33,100	\$1,872	\$5,220	\$1,740		\$1,100,189	\$1,100,189.00
				Total Labor, OH, Profit & Expenses	\$74,685	\$112,480	\$38,728	\$248,080	\$131,924	\$215,028	\$135,408	\$6,776	\$9,360	\$51,840	\$0	\$33,948	\$33,100	\$1,872	\$5,220	\$1,740			\$1,146,389.00

EXPENSES	
Travel, mile (car)	\$1,200
Plots (Full and Half Size)	\$1,750
Misc Exp (Copies, Mailings, Reports)	\$750
Traffic Count (24-Hour)	\$2,000
Title Work (52 Properties) @ \$300	\$15,600
Geotechnical Boring Traffic Control	\$3,900
Subconsultant: Utilasafe (Underground Utility Exploration)	\$21,000
Total Expenses	\$46,200

EXHIBIT D

LAND ACQUISITION CHECKLIST FOR CONSULTANT PROJECTS

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

- ___ Determine what types of easements are required for each tract:
 - i.e. Street Dedication; Permanent Street Easement; Temporary Construction Easement; Permanent Utility Easement; Permanent Drainage Easement; Permanent Sanitary Sewer Easement; Permanent Waterline Easement; Permanent Sidewalk & Utility Easement; Permanent Wall Easement; Permanent Bike Trail, Utility & Recreational Easement.

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

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

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

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

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

____ Submit Documents to Public Works staff in electronic format:

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

EXHIBIT E
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)

1/13/2020

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 SilverStone Group 11516 Miracle Hills Drive Suite 100 Omaha NE 68154		CONTACT NAME: Molly Harmon PHONE (A/C, No, Ext): 402-964-5598 E-MAIL ADDRESS: mharmon@ssgi.com FAX (A/C, No): 402-557-6325	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Travelers Ind. Co. Of America	
		INSURER B: Charter Oak Fire Ins. Co.	
		INSURER C: Travelers Property Casualty Co. of America	
		INSURER D: Phoenix Insurance Company	
		INSURER E: ACE AMERICAN INSURANCE COMPANY	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1947635444 **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 type="checkbox"/> LOC OTHER:	Y		P-630-8D707184	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		P-810-2L645724	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PSM-CUP-9H235899	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	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 N	N/A	UB-9H987803-20-43	1/1/2020	1/1/2021	<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
E	Professional Liability Claims Made			EON G25589993 007	1/1/2020	1/1/2021	PL Each Claim \$5,000,000 PL Aggregate \$5,000,000 PL Ded Per Claim \$350,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Carrier AM Best's Ratings A+XV.
 City of Olathe is Additional Insured with respects to General Liability including completed operations and Automobile Liability as required by written contract.
 30 days written notice of cancellation provisions apply as required by written contract.

CERTIFICATE HOLDER City of Olathe 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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EXHIBIT G
Certificate of Good Standing to Conduct Business in Kansas

STATE OF KANSAS
OFFICE OF
SECRETARY OF STATE
SCOTT SCHWAB

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

Business Entity ID Number: 2373074

Entity Name: OLSSON, INC.

Entity Type: FOREIGN FOR PROFIT

State of Organization: NE

Resident Agent: REGISTERED AGENTS INC.

Registered Office: 4601 E Douglas Street STE 150, WICHITA, KS 67218

was filed in this office on June 19, 1996, 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 13, 2020

SCOTT SCHWAB
SECRETARY OF STATE

Certificate ID: 1123414 - 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
Pflumm Road, 143rd to 151st,
Improvements Project
3-C-114-20
February 4, 2020

Attachment B

Project Manager: Beth Wright / Therese Vink

Description: This project will improve Pflumm Road to a four-lane divided arterial roadway between 143rd Street and 151st Street. Also included will be geometric improvements at both intersections and a new traffic signal at 151st & Pflumm. Improvements will include storm sewer, medians, curb and gutter, new streetlights, on-street bike lanes, sidewalks and all other work necessary to complete the project.

Justification: This project is needed to address the safety and additional capacity needs in the area.

Schedule:	Item	Date
Design:	RFQ	10/7/2019
	Consultant Selection	2/4/2020
Council Actions:	Date	Amount
Project Authorization	2/4/2020	\$18,715,000
PSA with Olsson	2/4/2020	\$1,146,389
Funding Sources:	Amount	CIP Year
GO Bonds	\$15,215,000	2023
Federal-STP	\$ 1,500,000	2022
CARS	\$ 2,000,000	2022
Expenditures:	Budget	Amount to Date
Design	\$ 1,200,000	\$0
Land Acquisition	\$ 500,000	\$0
Staff	\$ 140,000	\$0
Inspection	\$ 150,000	\$0
Utilities	\$ 1,750,000	\$0
Construction	\$12,275,000	\$0
<u>Contingency</u>	<u>\$ 2,700,000</u>	<u>\$0</u>
Total	\$18,715,000	\$0



**Pflumm Road, 143rd to 151st
3-C-114-20
Project Location Map**



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 2/4/2020

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger / Beth Wright

SUBJECT: Contract award to VF Anderson Builders for construction of the Woodland Road, K-10 to College Boulevard, Improvements Project, PN 3-C-041-18.

ITEM DESCRIPTION:

Consideration of Engineer's Estimate, acceptance of bids and award of contract to VF Anderson Builders, LLC for construction of the Woodland Road, K-10 to College Boulevard, Improvements Project, PN 3-C-041-18.

SUMMARY:

On January 7, 2020, three (3) bids were received and opened for the above referenced project. The bids ranged from \$9,559,901.85 to \$11,069,000.00 with the Engineer's Estimate at \$10,569,398.50. VF Anderson Builders, LLC submitted the low and responsible bid in the amount of \$9,559,901.85. The following is a tabulation of the bids received:

VF Anderson Builders, LLC	\$ 9,559,901.85
Miles Excavating	\$ 9,884,818.62
Engineer's Estimate	\$10,569,398.50
McAnany Construction, Inc	\$11,069,000.00

This project will improve Woodland Road to a four-lane divided arterial roadway between K-10 Highway and College Boulevard. Improvements will include pavement reconstruction, curb and gutter, turn lanes, medians, landscaping, on-street bike lanes, sidewalks, storm sewer, and new streetlights.

Construction is tentatively scheduled to begin in February 2020 and to be completed in early 2021.

FINANCIAL IMPACT:

Funding for the Woodland Road, K-10 to College Boulevard, Improvements Project, as approved in the 2019 Capital Improvements Plan, includes:

<u>GO Bonds</u>	<u>\$13,076,000</u>
Total	\$13,076,000

ACTION NEEDED:

Approval of Engineer's Estimate, acceptance of bids and award of contract to VF Anderson Builders, LLC for construction of the Woodland Road, K-10 to College Boulevard, Improvements Project, PN 3-C-041-18.

MEETING DATE: 2/4/2020

ATTACHMENT(S):

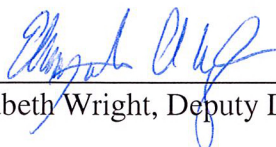
- A. Engineer's Estimate and Affidavit of Estimate
- B. Project Fact Sheet
- C. Project Location Map

AFFIDAVIT OF ESTIMATE OF COST

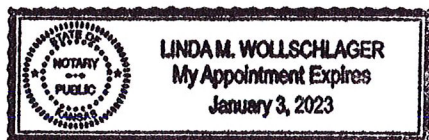
STATE OF KANSAS)
) ss.
 COUNTY OF JOHNSON)


Elizabeth Wright, P.E., of lawful age, being first duly sworn upon her oath,
 states:

1. I am the City Engineer for the City of Olathe, Kansas.
2. The attached detailed estimate of the cost for **Woodland Road, K-10 to College Boulevard Improvements Project, PN 3-C-041-18** is attached and I am providing the estimate of the cost under oath (Exhibit A).


 Elizabeth Wright, Deputy Director

Subscribed in my presence and sworn under oath before me this 22nd ~~day~~ January
 day of January, 2020.




 Notary Public

My Appointment Expires

January 3, 2023



CITY OF OLATHE KANSAS

Woodland Road (K-10 to College Boulevard)

City Project No. 3-C-041-18

Bidding Engineer's Construction Cost Estimate

Date: January 6, 2020

NO.	ITEM DESCRIPTION	UNIT	TOTAL	UNIT PRICE	TOTAL COST
1	Mobilization	LS	1	\$ 250,000.00	\$ 250,000.00
2	Clearing and Grubbing	LS	1	\$ 100,000.00	\$ 100,000.00
3	Demolition and Removals	LS	1	\$ 100,000.00	\$ 100,000.00
4	Contractor Construction Staking	LS	1	\$ 100,000.00	\$ 100,000.00
5	Owner's Contingency Allowance (Set)	LS	1	\$ 150,000.00	\$ 150,000.00
6	Unclassified Excavation	CY	55,080	\$ 18.00	\$ 991,440.00
7	Compaction of Earthwork (All Types)	CY	12,898	\$ 5.00	\$ 64,490.00
8	Cold Milling (2")	SY	11,843	\$ 2.00	\$ 23,686.00
9	2" Asphaltic Surface (Modified Superpave)	TON	4,613	\$ 67.00	\$ 309,071.00
10	10" Asphaltic Base (Modified Superpave)	TON	15,309	\$ 65.00	\$ 995,085.00
11	8" Asphaltic Base (Modified Superpave)	TON	1,512	\$ 65.00	\$ 98,280.00
12	6" Aggregate Base Course (Modified AB-3)	SY	30,578	\$ 10.00	\$ 305,780.00
13	Concrete Base	SY	351	\$ 55.00	\$ 19,305.00
14	Curb and Gutter, Combined (Type A)	LF	158	\$ 25.00	\$ 3,950.00
15	Curb and Gutter, Combined (Type B)	LF	10,062	\$ 20.00	\$ 201,240.00
16	Curb and Gutter, Combined (Type C)	LF	286	\$ 25.00	\$ 7,150.00
17	Curb and Gutter, Combined (Type E)	LF	9,271	\$ 20.00	\$ 185,420.00
18	Concrete Median Nose	EA	9	\$ 1,300.00	\$ 11,700.00
19	Brick Pavers	SF	10,166	\$ 10.00	\$ 101,660.00
20	4" Aggregate Base Course (Modified AB-3)	SY	4,102	\$ 7.00	\$ 28,714.00
21	4" Concrete Sidewalk	SF	56,097	\$ 5.00	\$ 280,485.00
22	Type I ADA Sidewalk Ramp	EA	21	\$ 1,350.00	\$ 28,350.00
23	Type II ADA Sidewalk Ramp	EA	6	\$ 1,500.00	\$ 9,000.00
24	Type III ADA Sidewalk Ramp	EA	2	\$ 1,500.00	\$ 3,000.00
25	2" Asphalt Sidewalk (BM-2)	TON	79	\$ 65.00	\$ 5,135.00
26	3" Asphalt Sidewalk (BM-2B)	TON	131	\$ 62.00	\$ 8,122.00
27	6" Aggregate Sidewalk (Pugged AB-3)	SY	798	\$ 15.00	\$ 11,970.00
28	Modified Integral Sidewalk Retaining Wall (ISRW) w/ Form Liner	LF	1,011	\$ 190.00	\$ 192,090.00
29	CIP Retaining Wall w/ Form Liner	SF	19,889	\$ 95.00	\$ 1,889,455.00
30	Handrail (Metal) (3'-6") (Structural Retaining Walls)	LF	3,879	\$ 175.00	\$ 678,825.00
31	6" Concrete Driveway (Residential)	SY	309	\$ 57.00	\$ 17,613.00
32	7" Concrete Driveway (Commercial)	SY	465	\$ 60.00	\$ 27,900.00
33	6" Asphaltic Base (BM-2B Modified) Driveway	TON	362	\$ 100.00	\$ 36,200.00
34	Adjust Existing Sanitary Sewer Manhole	EA	3	\$ 1,500.00	\$ 4,500.00
35	Pipe Underdrain (6")	LF	6,343	\$ 20.00	\$ 126,860.00
36	Inlet (6' x 4') (Curb) (Special)	EA	3	\$ 10,000.00	\$ 30,000.00
37	Inlet (6' x 4') (Curb)	EA	27	\$ 5,100.00	\$ 137,700.00
38	Inlet (6' x 4') (Curb) (Non-Setback)	EA	9	\$ 6,000.00	\$ 54,000.00
39	Inlet (6' x 3') (Curb) (Non-Setback)	EA	4	\$ 5,500.00	\$ 22,000.00
40	Area Inlet (4' x 4')	EA	2	\$ 5,000.00	\$ 10,000.00
41	Junction Box (4' x 4')	EA	1	\$ 5,000.00	\$ 5,000.00
42	Junction Box (6' x 6') (Special)	EA	1	\$ 15,000.00	\$ 15,000.00
43	Modification of Structure (Adjustment of Junction Box)	EA	1	\$ 1,500.00	\$ 1,500.00
44	Storm Sewer (15" RCP) (RCP Class III)	LF	671	\$ 76.00	\$ 50,996.00
45	Storm Sewer (18" RCP) (RCP Class III)	LF	2,184	\$ 90.00	\$ 196,560.00
46	Storm Sewer (24" RCP) (RCP Class III)	LF	1,195	\$ 120.00	\$ 143,400.00
47	Storm Sewer (30" RCP) (RCP Class III)	LF	586	\$ 140.00	\$ 82,040.00
48	End Section (18" RC)	EA	2	\$ 1,100.00	\$ 2,200.00
49	End Section (24" RC)	EA	1	\$ 1,300.00	\$ 1,300.00
50	End Section (30" RC)	EA	2	\$ 1,500.00	\$ 3,000.00
51	Slope Protection (Riprap Stone)(100 lb)	CY	113	\$ 82.00	\$ 9,266.00
52	Slope Protection (Riprap Stone)(200 lb)	CY	19	\$ 85.00	\$ 1,615.00
53	Bedding for Slope Protection	CY	5	\$ 100.00	\$ 500.00
54	Concrete Ditch Lining (Backslope)	SY	60	\$ 70.00	\$ 4,200.00
55	Concrete Ditch Lining	SY	7	\$ 70.00	\$ 490.00
56	Temporary Storm Sewer (18")	LF	140	\$ 110.00	\$ 15,400.00
57	Temporary Storm Sewer (30")	LF	4	\$ 160.00	\$ 640.00
58	Temporary Concrete Pipe Collar (18" RC)	EA	7	\$ 800.00	\$ 5,600.00
59	Temporary Concrete Pipe Collar (30" RC)	EA	3	\$ 1,500.00	\$ 4,500.00
60	Fencing, Black Chain Link (Triple Strand Barbed Wire, Metal Post) (6')	LF	128	\$ 50.00	\$ 6,400.00
61	Fencing, Woven Wire (Double Strand Barbed Wire, Wood Post) (5')	LF	1,286	\$ 45.00	\$ 57,870.00
62	Fencing, Woven Wire (Single Strand Barbed Wire, Metal Post) (4')	LF	1,266	\$ 40.00	\$ 50,640.00
63	Fencing, Wooden Rail (4')	LF	617	\$ 30.00	\$ 18,510.00
64	Fencing, Woven Wire (4')	LF	272	\$ 31.00	\$ 8,432.00
65	Fencing, Chain Link (4')	LF	242	\$ 50.00	\$ 12,100.00
66	Fencing, Temporary Chain Link (4')	LF	3,760	\$ 25.00	\$ 94,000.00
67	Fencing, Temporary Wire Fence (Double Strand Barbed Wire, Wood Post) (5')	LF	441	\$ 25.00	\$ 11,025.00
68	Median Irrigation System	LS	1	\$ 175,000.00	\$ 175,000.00



CITY OF OLATHE KANSAS

Woodland Road (K-10 to College Boulevard)

City Project No. 3-C-041-18

Bidding Engineer's Construction Cost Estimate

Date: January 6, 2020

NO.	ITEM DESCRIPTION	UNIT	TOTAL	UNIT PRICE	TOTAL COST
69	Tree - Deciduous, 2.5" CAL.	EA	8	\$ 450.00	\$ 3,600.00
70	Water Line Mobilization/Demobilization	LS	1	\$ 10,000.00	\$ 10,000.00
71	12-inch PVC Pipe	LF	4,565	\$ 115.00	\$ 524,975.00
72	8-inch PVC Pipe	LF	531	\$ 100.00	\$ 53,100.00
73	6-inch PVC Pipe	LF	20	\$ 80.00	\$ 1,600.00
74	2-inch HDPE Temporary Pipe	LF	315	\$ 30.00	\$ 9,450.00
75	2-inch HDPE Pipe	LF	50	\$ 30.00	\$ 1,500.00
76	20-inch steel encasement	LF	160	\$ 130.00	\$ 20,800.00
77	16-inch steel encasement	LF	310	\$ 100.00	\$ 31,000.00
78	4" HDPE encasement	LF	25	\$ 25.00	\$ 625.00
79	12-inch Gate Valve Installation	EA	8	\$ 3,000.00	\$ 24,000.00
80	8-inch Gate Valve Installation	EA	5	\$ 2,000.00	\$ 10,000.00
81	6-inch Gate Valve Installation	EA	1	\$ 1,500.00	\$ 1,500.00
82	4-inch Gate Valve Installation	EA	1	\$ 1,000.00	\$ 1,000.00
83	Hydrant Installation	EA	8	\$ 5,000.00	\$ 40,000.00
84	Connection to Existing 8-inch - 600'N +/- 105th & Woodland	LS	1	\$ 7,000.00	\$ 7,000.00
85	Connection to Existing 8-inch - 105th & Woodland	LS	1	\$ 7,000.00	\$ 7,000.00
86	Connection to Existing 6-inch - 105th & Woodland	LS	1	\$ 7,000.00	\$ 7,000.00
87	Connection to Existing 6-inch - 107th & Woodland	LS	1	\$ 7,000.00	\$ 7,000.00
88	Connection to Existing 8-inch - 107th Ter. & Woodland	LS	1	\$ 7,000.00	\$ 7,000.00
89	Connection to Existing 8-inch - 108th Ter. & Woodland	LS	1	\$ 7,000.00	\$ 7,000.00
90	Connection to Existing 8-inch - 110th & Woodland	LS	1	\$ 7,000.00	\$ 7,000.00
91	Connection to Existing 12-inch - 111th & Woodland	LS	1	\$ 7,000.00	\$ 7,000.00
92	2" Temp. Connection to retired FH valve - 111th & Woodland	LS	1	\$ 3,000.00	\$ 3,000.00
93	Service Line/Change Over - 10425 S Woodland Rd.	LS	1	\$ 5,000.00	\$ 5,000.00
94	Service Line/Change Over - 10859 S Woodland Rd.	LS	1	\$ 5,000.00	\$ 5,000.00
95	Service Line/Change Over - 10900 S Woodland Rd.	LS	1	\$ 1,000.00	\$ 1,000.00
96	Service Line/Change Over - 10940 S Woodland Rd.	LS	1	\$ 1,000.00	\$ 1,000.00
97	Service Line/Change Over - Temp&Final 19720 College Blvd.	LS	1	\$ 2,000.00	\$ 2,000.00
98	Service Line/Change Over - Temp&Final 19700 College Blvd.	LS	1	\$ 2,000.00	\$ 2,000.00
99	Service Line/Change Over - Temp&Final 198300 College Blvd.	LS	1	\$ 2,000.00	\$ 2,000.00
100	Traffic Signal Modification (Woodland and College)	LS	1	\$ 170,000.00	\$ 170,000.00
101	Traffic Pedestrian Signal (Woodland and 107th Terrace)	LS	1	\$ 110,000.00	\$ 110,000.00
102	Traffic Signal Modification (Woodland and K-10)	LS	1	\$ 15,000.00	\$ 15,000.00
103	Street Lighting Installation	LS	1	\$ 250,000.00	\$ 250,000.00
104	Permanent Signing	LS	1	\$ 30,000.00	\$ 30,000.00
105	4" Yellow HPS 8 Multi-Polymer Pavement Marking	LF	346	\$ 1.00	\$ 346.00
106	6" White HPS 8 Multi-Polymer Pavement Marking	LF	12,705	\$ 1.50	\$ 19,057.50
107	6" Yellow HPS 8 Multi-Polymer Pavement Marking	LF	64	\$ 1.50	\$ 96.00
108	6" White Preformed Thermoplastic Pavement Marking	LF	115	\$ 3.00	\$ 345.00
109	12" White Preformed Thermoplastic Pavement Marking	LF	212	\$ 4.00	\$ 848.00
110	24" White Preformed Thermoplastic Pavement Marking	LF	106	\$ 20.00	\$ 2,120.00
111	White Turn Arrow Preformed Thermoplastic Pavement Marking	EA	58	\$ 225.00	\$ 13,050.00
112	White Bike Lane Rider Preformed Thermoplastic Pavement Marking	EA	16	\$ 200.00	\$ 3,200.00
113	White Bike Lane Arrow Preformed Thermoplastic Pavement Marking	EA	16	\$ 200.00	\$ 3,200.00
114	Erosion and Sediment Control	LS	1	\$ 60,000.00	\$ 60,000.00
115	Erosion Control Blanket (Class I) (Type A)	SY	31,653	\$ 2.00	\$ 63,306.00
116	Temporary Seeding and Hydraulic Mulching	AC	10	\$ 3,000.00	\$ 30,000.00
117	Sodding	SY	45,000	\$ 5.00	\$ 225,000.00
118	Traffic Control	LS	1	\$ 100,000.00	\$ 100,000.00
119	Temporary 6" Asphaltic Base (BM-2B Modified)	TON	422	\$ 60.00	\$ 25,320.00
120	Lawn Sprinkler System (Tract 7)	LS	1	\$ 5,000.00	\$ 5,000.00
121	Lawn Sprinkler System (Tract 8)	LS	1	\$ 5,000.00	\$ 5,000.00
122	Lawn Sprinkler System (Tract 11)	LS	1	\$ 5,000.00	\$ 5,000.00
123	Lawn Sprinkler System (Tract 12)	LS	1	\$ 5,000.00	\$ 5,000.00
124	Lawn Sprinkler System (Tract 17)	LS	1	\$ 5,000.00	\$ 5,000.00
125	Lawn Sprinkler System (Tract 22)	LS	1	\$ 5,000.00	\$ 5,000.00
126	Lawn Sprinkler System (Tract 25a)	LS	1	\$ 5,000.00	\$ 5,000.00
127	Land Corner Monument Box	EA	1	\$ 2,000.00	\$ 2,000.00
128	Permanent Wayfinding Sign	LS	1	\$ 3,000.00	\$ 3,000.00
129	Wayfinding Sign (Remove and Reset)	LS	1	\$ 1,000.00	\$ 1,000.00

3-C-041-18 - Woodland Road (K-10 to College Boulevard) Total Construction Cost (2019 Dollars) \$ 10,569,398.50

Note: All Unit Prices based on 2019 values. The costs shown on this estimate represent an estimate of probable costs prepared in good faith and with reasonable care. HNTB has no control over the costs of construction labor, materials, or equipment, and does not include any bidding or negotiating methods and does not make any commitment or assume any duty to assure that bids or negotiated prices will not vary from this estimate. This estimate does not include costs for right-of-way, utility relocation, and engineering administration.



Project Fact Sheet
Woodland Road, K-10 to College Boulevard
3-C-041-18
February 4, 2020

Project Manager: Beth Wright / Therese Vink

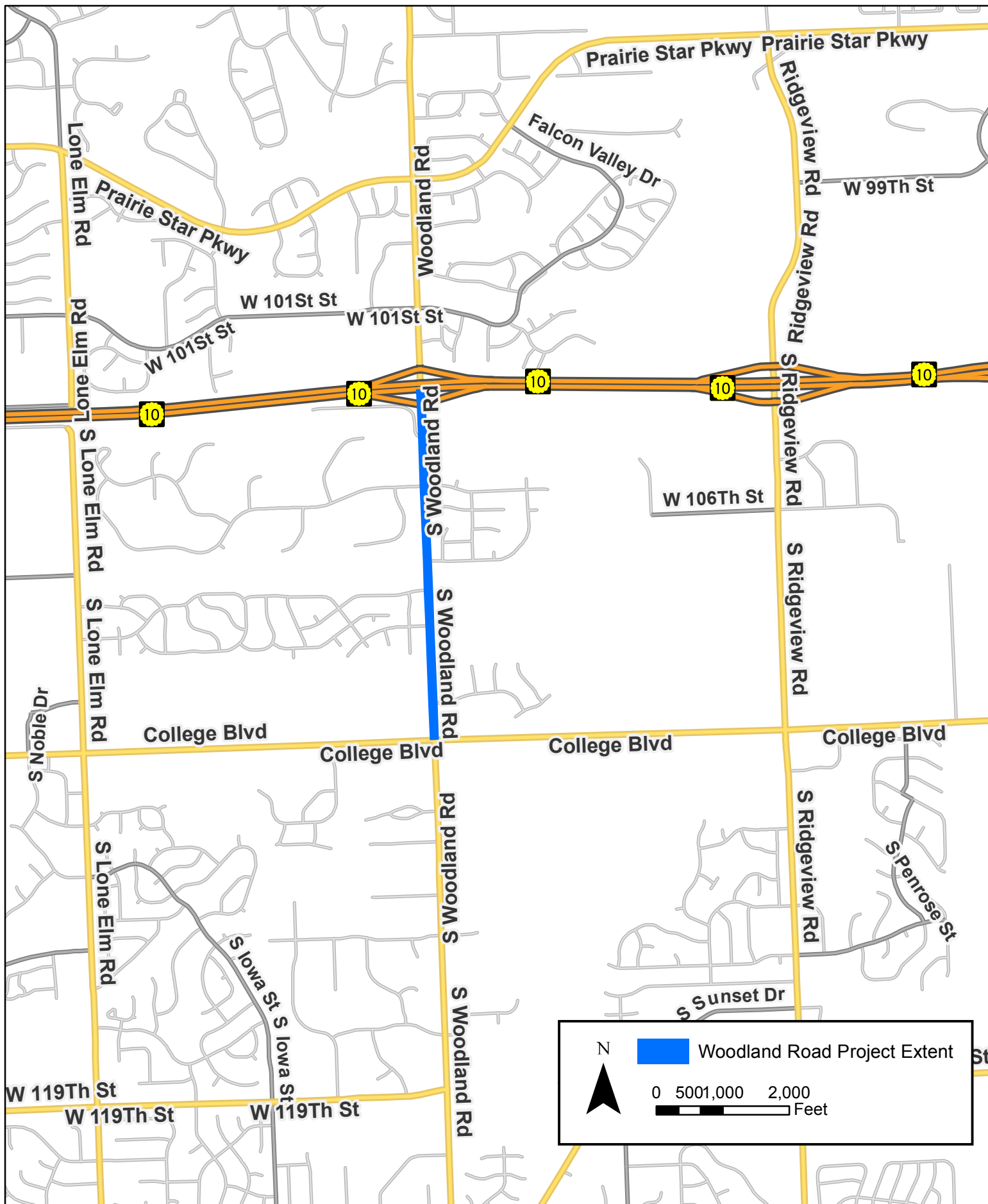
Description: This project will improve Woodland Road from a 2-lane section to a 4-lane divided arterial from K-10 Highway to College Boulevard. Improvements will include pavement reconstruction, median construction, landscaping, bike lanes, sidewalks, curb and gutter, storm sewer, streetlighting, and all other related work necessary to complete the project.

Justification: This project is needed to address the additional capacity needs in the area.

Schedule:	Item	Date
Design:	RFQ	11/27/2017
	Consultant Selection	2/20/2018
Construction:	Contract Award	2/4/2020
Council Actions:	Date	Amount
Project Authorization	2/20/2018	\$13,076,000
PSA with HNTB	2/20/2018	\$996,329
WaterOne Agreement	7/16/2019	\$819,680
ATMOS Agreement	7/16/2019	\$321,411
KCP&L Agreement	7/16/2019	\$673,447
Easement to Evergy	11/5/2019	N/A
Construction Contract Award	2/4/2020	\$9,559,901.85
Funding Sources:	Amount	CIP Year
GO Bonds	\$13,076,000	2021
Expenditures:	Budget	Amount to Date
Design	\$ 1,018,000	\$ 924,169
Land Acquisition	\$ 770,000	\$ 685,754
Staff	\$ 50,000	\$ 29,536
Inspection	\$ 100,000	\$ 0
Utilities	\$ 1,150,000	\$ 113,587
Construction	\$ 9,600,000	\$ 0
Contingency	\$ 388,000	\$ 9,686
Total	\$13,076,000	\$1,762,732

Woodland Road, K-10 to College Blvd

PN 3-C-041-18





City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 2/4/2020

DEPARTMENT: Resource Management

STAFF CONTACT: Michael Meadors/Amy Tharnish

SUBJECT: Consideration of renewal of contract to Millgoal Enterprises II, LLC for highway mowing services for the Parks Maintenance Division.

ITEM DESCRIPTION:

Consideration of renewal of contract to Millgoal Enterprises II, LLC for highway mowing services for the Parks Maintenance Division.

SUMMARY:

Millgoal currently provides the City of Olathe with highway mowing services that includes mowing, trimming, debris and litter removal from the KDOT I-35 highway interchanges including 119th Street, 135th Street, 151st Street, Old 56 Highway and K-7 highway areas from Santa Fe to K-10 Hwy center median and right-of-ways. The City currently spends approximately \$120,000 annually on this contract.

The contract was bid in February 2017, three (3) bids were received. One-hundred-one (101) vendors were notified of the bid which included eighteen (18) Olathe vendors. One (1) Olathe vendor responded to the bid and the other seventeen (17) vendors either did not provide the specific services this contract. The Olathe vendor was not awarded the contract due to being significantly higher in cost than the other bids.

In February 2017 the contract was awarded to Millgoal Enterprises II, LLC for a 3-year contract. Staff recommends exercising the 2-year renewal option of the contract with Millgoal Enterprises II, LLC. The contractor is maintaining the current pricing through April 30, 2022.

FINANCIAL IMPACT:

Estimated annual expenditures of \$120,000 will be charged to the service contract account of the Parks Maintenance Division.

ACTION NEEDED:

Renewal of contract with Millgoal Enterprises II, LLC until April 30, 2022.

ATTACHMENT(S):

None



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 2/4/2020

DEPARTMENT: Resource Management

STAFF CONTACT: Michael Meadors/Amy Tharnish

SUBJECT: Consideration of renewal of contract with Kansas Land Management for mowing services for the Parks and Recreation Department.

ITEM DESCRIPTION:

Consideration of renewal of contract with Kansas Land Management for mowing services for the Parks and Recreation Department.

SUMMARY:

Currently the service contract with Kansas Land Management includes mowing and related maintenance of all medians, easements, and greenways within the City; groomed mowing at City buildings and along 56 Highway right-of-way, all Infrastructure Management buildings (water plants, wastewater plants, lift stations, Community Center, Mahaffie Heritage Center, etc.) and four outdoor City swimming pools. The City spends an average of approximately \$330,000 annually on this contract.

When the solicitation was originally bid in February 2017, one-hundred-one (101) vendors were notified of the bid of which eighteen (18) were Olathe vendors. One (1) Olathe vendor responded to the bid and the other seventeen (17) vendors did not provide the specific services of the contract. The Olathe vendor's bid was significantly above the other bids received.

Staff recommends exercising the renewal option for a two (2) year contract with Kansas Land Management through March 31, 2022. Contractor is maintaining the current pricing through March 2022.

FINANCIAL IMPACT:

Estimated annual expenditures will be \$330,000 and will be charged to the service contract account of the Parks Maintenance Division.

ACTION NEEDED:

Renewal of contract with Kansas Land Management until March 31, 2022.

ATTACHMENT(S):

None



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 2/4/2020

DEPARTMENT: Public Works & Legal

STAFF CONTACT: Mary Jaeger / Beth Wright / Ron Shaver

SUBJECT: Authorizing payment of eminent domain award and court appointed appraisers' fees in the eminent domain case of *The City of Olathe, Kansas vs. Theresa S. Troll., et al.*, Case No. 19CV006083.

ITEM DESCRIPTION:

Consideration of Ordinance No. 20-04 authorizing payment by the City Treasurer of an eminent domain award and court-appointed appraisers' fees in the eminent domain case of *The City of Olathe, Kansas vs. Theresa S. Troll., et al.*, Case No. 19CV006083 for the Mahaffie Circle Improvements Project, PN 3-C-107-17.

SUMMARY:

Project No. 3-C-107-17 was created by Resolution No. 18-1117 on December 18, 2018. This project will extend Mahaffie Circle from its existing terminus north of 151st Street to the intersection of Old 56 Highway and Church Street. Improvements will include extending the bridge over the railroad on I-35, pavement, curb and gutter, storm sewer, street lights, and sidewalks.

The City Council approved Resolution No. 19-1061 on October 15, 2019, which authorized an engineer's survey of the property to be taken. The City Council adopted Ordinance No. 19-68 on November 5, 2018, which approved the survey and authorized the filing of a petition for eminent domain.

On November 13, 2019, Orrick & Erskine, L.L.P. filed the petition for eminent domain in the Johnson County, Kansas District Court on behalf of the City. On December 17, 2019, the Johnson County District Court appointed Larry Witt, Robin Marx, and former District Court Judge Larry McClain as court appointed appraisers. The appraisers' hearing was held on January 14, 2020.

On January 27, 2020, the court appointed appraisers awarded \$67,375 in total taking damages and \$5,700 as appraisers' fees (\$73,075 total).

Staff recommends accepting the awards and approving the ordinance ([Attachment A](#)).

FINANCIAL IMPACT:

Total taking awards of \$67,375, Court costs (appraisers' fees) of \$5,700, for a total of \$73,075. There are adequate funds in the project account to pay this award.

ACTION NEEDED:

Adopt Ordinance No. 20-04 authorizing payment by the City Treasurer of an eminent domain award and court-appointed appraisers' fees in the eminent domain case of *The City of Olathe, Kansas vs. Theresa S. Troll., et al.*, Case No. 19CV006083 for the Mahaffie Circle Improvements Project, PN 3-C-107-17.

ATTACHMENT(S):

A: 3-C-107-17 Appraiser's Award Ordinance

ORDINANCE NO. 20-04

AN ORDINANCE AUTHORIZING PAYMENT BY THE CITY TREASURER OF AN EMINENT DOMAIN AWARD AND COURT-APPOINTED APPRAISERS' FEES FOR THE CONSTRUCTION, RECONSTRUCTION, WIDENING, IMPROVEMENT AND MAINTENANCE OF THE MAHAFFIE CIRCLE IMPROVEMENTS PROJECT NO. 3-C-107-17, AS DESIGNATED IN ORDINANCE NO. 19-68, PASSED AND APPROVED BY THE GOVERNING BODY ON NOVEMBER 5, 2019.

WHEREAS, on November 13, 2019, the City of Olathe, Kansas, filed a Petition for Eminent Domain Proceedings pertaining to the construction, reconstruction, widening, improvement and maintenance of the Mahaffie Circle Improvements Project, PN 3-C-107-17, as designated in Ordinance No. 19-68, passed and approved by the Governing Body on November 5, 2019; and

WHEREAS, the Appraisers' Report was filed with the Clerk of the District Court on January 27, 2019, and said appraisers notified the City of the filing of said report; and

WHEREAS, the Governing Body of the City of Olathe, Kansas, deems it advisable to authorize the City Treasurer to pay the Clerk of the District Court the amount of the awards and the Court costs.

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

SECTION ONE: The City Treasurer is hereby authorized to pay the Clerk of the District Court the sum of \$67,375 to pay the eminent domain award and \$5,700 for the court-appointed appraisers' fees for a total of \$73,075 in the case of *The City of Olathe, Kansas vs. Theresa S. Troll., et al.*, Case No. 19CV006083.

SECTION TWO: This Ordinance shall take effect and be in force from and after its passage and publication as provided by law.

PASSED by the Governing Body this _____ day of _____, 2020.

SIGNED by the Mayor this _____ day of _____, 2020.

Michael E. Copeland
Mayor

ATTEST:

Emily K. Vincent
City Clerk

APPROVED AS TO FORM:

Ronald R. Shaver
City Attorney

Publish one time and return one Proof of Publication to the City Clerk, one to Public Works and one to the City Attorney.



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 2/4/2020

DEPARTMENT: Resource Management

STAFF CONTACT: Dianna Wright/Amy Tharnish

SUBJECT: Quarterly Procurement Report

ITEM DESCRIPTION:

Quarterly Procurement Report

SUMMARY:

Pursuant to the City's Municipal Code Section 3.50.050 City staff provides the City Council a quarterly report on post award purchases between \$25,000 and \$50,000. Resource Management has compiled the attached information on each of the purchases within this range. The attached report summarizes purchases as required for 4th quarter 2019.

Staff will attend the Council meeting to answer questions regarding the purchases listed on the report.

FINANCIAL IMPACT:

Reporting pursuant to Municipal Code Section 3.50.050 Purchases Less Than \$50,000.

ACTION NEEDED:

Receive report summarizing 4th quarter 2019 procurement between \$25,000 and \$50,000.

ATTACHMENT(S):

Quarterly Procurement Report

4th Quarter Report 2019
Procurement \$25,000 to \$49,999

Project/Division Name	Project/Business Unit Number	Document Number	Date	Commodity or Service	Vendor	Amount	Selection Process
Engineering Operations	3201515	701043	10/03/19	Study of 175th sanitary sewer systems	Burns & McDonnell Engineering Co	\$33,730.00	Competition Exception Report
Facilities Maintenance	8-M-004-19	318804	10/10/19	Boiler repairs	P1 Group Inc	\$33,842.00	Price Agreement
Traffic Operations	3-TS-002-19	640187	10/22/19	Traffic signal pole replacement	Wildcat Concrete Services	\$29,800.00	Price Agreement
Solid Waste Operations	3101541	701049	10/30/19	Recycling material processing agreement	Burns & McDonnell Engineering Co	\$48,150.00	Competition Exception Report
Police Department	19-1421-70	318817	11/08/19	2020 Ford Police Interceptor	Shawnee Mission Ford	\$32,425.00	Cooperative Agreement
Water Production	3201591	640988	11/21/19	Filter building rehab	Black and Veatch Corporation	\$25,186.23	Price Agreement
Information Technology	1001258	641125	12/03/19	Annual maintenance for AX Extender	Imaging Office Systems Inc	\$27,825.00	Sole Source
Cemetery Operations	7100000	641630	12/23/19	Memorials	Eagle Memorials	\$33,836.40	Price Agreement
Engineering Management	1001515	700961	12/31/19	Biennial bridge inspections	George Butler & Associates	\$48,514.00	Competition Exception Report
Park Operations	4-C-006-18	700969	12/31/19	Final design for Indian Creek Library Park	Indigo Design Inc	\$47,360.00	Competition Exception Report
Engineering Management	1001515	700662	12/31/19	Land acquisition services	Skeens, William Allen	\$45,000.00	Request for Qualifications

**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: 1-C-011-19

Date: 9/17/2019

Department Contact: Shari Pine **E1 Doc No.:** 701043 **Total Cost:** \$33,730

COMMODITY/SERVICE DESCRIPTION:

Professional Service Agreement with Burns & McDonnell for sanitary sewer studies within the southern most portion of the sewer service area.

CER/SOLE SOURCE JUSTIFICATION:

Burns & McDonnell were given this study based on their current work within the Indian Creek Hydraulic Sewer Study and their familiarity with our sanitary sewer system.

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: **HVAC/Controls**
Contract Specialist: Victoria Smith
Contr. Spec. Phone: 913-971-8926
Vendor Name: P1 Group, Inc.
Vendor Address: 13605 W 96th Terrace
Lenexa, KS 66215

Department: Facilities
Payment Terms: Net 30

Council Approval: N/A

Agreement No.: **15-4037**
Contract Period: **2/18/19 – 8/31/20**
Contact: Ronnie Rice
Phone: 913-626-6828
Email: Ronnie.rice@p1group.com
Fax: 913-529-5020
Agenda Item: N/A
Accepts City P-Card: ☒ Yes ☐ No

Contract Items:

Annual Service, \$4,944.00

Provide 8 hours quarterly Maintenance on the Johnson Controls BAS System at various City buildings

Annual Service Include:

- System Diagnostics and Performance Checks on Building Automation System
- Calibration to field devices if needed including but not limited to:
 - Temperature sensors
 - DP Transmitters
 - Humidity Transmitters
 - Damper Actuators
 - DP Switches
 - Current Switches
- Modifications to System including but not limited to:
 - Ensure system is operating at peak energy performance
 - Ensure interface is up to date with building layout and remains "user friendly"
- Provide and install system updates and software patches including security updates
 - Includes cost of update Server license and 4 hours to install the updates
- Provide unlimited phone support
 - 24 hours a day, 7 days a week.
 - After hours calls will be billed at the overtime rate below.
- Provide Emergency Services
 - 24 hours a day, 7 days a week
 - After hours calls will be billed at the overtime rate below.
- Classroom Training
 - Unlimited training billed at the rates shown below.

Special Rates

- Material, 5% off list price
- Normal Hourly Labor (7AM – 5PM), \$100/hour
- Overtime Hourly Labor, \$160/hour
- Truck Charge, \$40/trip
- Minimum Labor Hours billed, 2 hours
- To include bid jobs.

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 15-4037 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 15-4037. 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: 9/16/19



PRICE AGREEMENT/CONTRACT

Contract for Loop Detector Installation Services

Agreement Number: 16-4169

Contract Specialist: Shari Pine

Phone Number: 913-971-9005

Contract Period: 5/01/2019 - 4/30/2021

Vendor Name/Number: Wildcat Concrete Services

Contact: Scott Streff

Address: 2244 NW Brickyard Road

Phone: 785-233-1400

Topeka, KS 66618

Fax: 785-233-7377

Emergency: _____

Department: PW-Traffic

Email: Scott.Streff@wildcat.net

Project Number: 16-4169

Council Approval: N/A

Agenda Item: _____

Payment Terms: Net 30

Accepts City's P-card: ☐ Yes ☒ No

Contract Items:

1	2-4-2 loop 6' X 50' Material	EA	\$	350.00
2	2-4-2 loop 6' X 50' Installation	EA	\$	1,250.00
3	2-4-2 loop 6' X 30' Material	EA	\$	225.00
4	2-4-2 loop 6' X 30' Installation	EA	\$	1,175.00
5	3 turns, 6' X 6' Material	EA	\$	100.00
6	3 turns, 6' X 6' Installation	EA	\$	700.00

Labor Hours

1.	One Person Crew Regular Hours	\$45.00/HR
4.	Two Person Crew Regular Hours	\$90.00/HR
7.	Three Person Crew Regular Hours	\$135.00/HR
10.	Truck up to 50 FT	\$50.00/HR
13.	Truck or equipment to handle helix or screw-in bases for Streetlights	\$70.00/HR
14.	Boring 2" schedule 40 HDPE Conduit	\$10.00/HR
15.	Trencher/Backhoe	\$60.00/HR

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 16-4169 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 16-4169. 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: 1/31/19

**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
Department Contact: Kent Seyfried

E1 Doc No.: OB 701049

Date: May 15, 2019
Total Cost: \$48,150

COMMODITY/SERVICE DESCRIPTION:

Professional Service Agreement with Burns & McDonnell to complete an independent, third-party review for the provision of contracts to process the City's recyclable material and transfer and disposal of the City's refuse. Both current service contracts, recycling material processing and transfer station/disposal service agreements, are scheduled to expire or renew in 2020. This project will provide the strategic planning for RFP development, negotiations, or renewal options for these related agreements.

CER/SOLE SOURCE JUSTIFICATION:

Burns & McDonnell Solid Waste staff have been involved in the successful past development of both of these agreements for the City of Olathe. The lead consultant, Scott Pasternak, was instrumental in leveraging the City's options in the initial recycling material processing agreement with Deffenbaugh's MRF in 2010, now owned by Waste Management. With the current market conditions, Burns & McDonnell can provide the best analysis for how to structure a new agreement. Burns & McDonnell also contributed their professional services to the RFP and procurement negotiations of the current contract with Waste Management for the disposal services agreement for our transfer station in 2015. This involved the transition from HAMM to Deffenbaugh/Waste Management. The City has an opportunity to analyze strategic benefits to issuing an RFP for recycling processing and transfer station operations/disposal services together.

Approved: ch Shupler (Department Director)

Approved: Amey (Procurement Manager)

Over \$25,000:
Approved: 8 (City Manager)

Shawnee Mission Ford

11501 SHAWNEE MISSION PARKWAY P.O. BOX 3479
SHAWNEE, KANSAS 66203-0179 913/631-0000 FAX 913/268-6521
WWW.SHAWNEEMISSIONFORD.COM

PURCHASER CITY OF OLATHE
ADDRESS 100 E SANTA FE ST
OLATHE

STATE KS ZIP 66061-3409

YEAR	MAKE	MODEL	NEW OR USED	VIN #
2020	FORD	POLICE INTERC	NEW	1FM5K8A85LGA42251
SALESMAN JAY COOPER				ODOMETER 10

USED CAR TRADED			
YEAR	MAKE	MODEL	VEHICLE I.D. #
N/A	N/A	N/A	N/A

DATE: 11/19/19 STOCK NUMBER 22677 63604F

DESCRIPTION

SALE PRICE 32,425.00

PRICE
OF
CAR

TOTAL PRICE 32,425.00

CASH DOWN N/A

BALANCE DUE 32,425.00

*Always Bring Your
Car Here For
Factory Authorized
Service*



PRICE AGREEMENT/CONTRACT

Contract for: Stormwater Management Services

Agreement Number: 17-4171-02

Contract Specialist: Shari Pine

Phone Number: 913-971-9005

Contract Period: 05/01/2018 - 04/30/2019

Vendor Name/Number: Black & Veatch Corporation

Contact: Jeff Henson, P.E.

Address: 8400 Ward Parkway

Phone: _____

Kansas City, MO 64114

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	\$180	4,320
Project Manager	40	\$180	7,200
Project Scientist	160	\$150	24,000
Environmental Scientist	60	\$105	6,300
Technician	40	\$90	3,600
Administrative/Clerical Staff	32	\$80	2,560
Project Engineer	16	\$115	1,840
TOTAL			\$49,820

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
Quality Control	\$180
Project Manager	\$180
Project Scientist	\$150
Environmental Scientist	\$105
Technician	\$90
Administrative/Clerical Staff	\$80
Project Engineer	\$115
GIS Specialist	\$115
Asset Management Specialist	\$205
Structural Engineer	\$120
Geotechnical Engineer	\$120
Engineer in Training	\$115
Senior Structural Engineer	\$175
Senior Geotechnical Engineer	\$175
Principal	\$243

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 for field condition assessment	\$0.535/mile	\$0.535/mile



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: Lisa Robbins

Department Contact: Mike Sirna

E1 Doc No.: OF 1041125

Date: _____

Total Cost: \$27,825.00

VENDOR NAME:

Imaging Office Systems Inc

COMMODITY/SERVICE DESCRIPTION:

Annual Software maintenance for Application Extender

CER/SOLE SOURCE JUSTIFICATION:

The City currently uses EMC's Application Extender (AX) for City Council Agendas, City Clerk and Customer Service documents, other reports generated by other city core systems, as well as the workflow process used by the City Clerk's office for CAT's. The City has used Imaging Office Systems for support for more than 5 years as they are the only EMC certified vendor in the Kansas City area. The current product is installed, operating as intended, and in a maintenance expense only. A complete replacement and ongoing maintenance of a competitive product is not only anticipated to exceed the budgeted amount but require use of internal unplanned resources.

Approved: _____

(Department Director)

Approved: _____

(Procurement Manager)

Over \$25,000:

Approved: _____

(City Manager)



PRICE AGREEMENT/CONTRACT
RENEWAL #3

Contract for: Cemetery Memorials & Headstones

Agreement Number: **3093-001**

Contract Specialist: Nicole Averell

Phone Number: 913-971-8925

Contract Period: **1/1/18 – 12/31/20**

Vendor Name/Number: TRDL Enterprise Inc. dba Eagles Memorials

Contact: Terry Willburn

Address: 215 Highway 24-40

Phone: 913-369-9453/Cell 913-488-9685

Tonganoxie, KS 66086

Department: Parks

Email: terry@eaglememorials.com

Project Number: 3093

Council Approval: N/A

Agenda Item: N/A

Payment Terms: Net 30

Accepts City's P-card: ☐ Yes ☒ No

Contract Items:

Purchase of cemetery headstones & memorials, installation, repair & final date engraving of headstones and memorials to be furnished as needed and as requested.
Pricing per the attached price manuals.

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 3093-001 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 3093-001. 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

Stephanie Creed, CPPO, CPPB
Procurement Manager

Date: 12/18/2017

EAGLE MEMORIALS

FLAT MARKERS

Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8	Cat. 9	Cat. 10
Georga Grey	Morning Rose North American Pink China Gray	Siena White	Sunset Mahogany Stratigated Mahogany Dark Cloud Gray Charcoal	India mahogany	Silver Cloud Duskmore Mahogany Rustic Brown	Tropical Green India Red Sentinel Red Flash Black India Mist China Pink Tan Brown	Jet Black Majestic Black American Black Premium Black	Missouri Red Wisconsin Red Cat's Eye Taj Aurora Gold Star Bahama Blue Paradiso Coral Blue	Coffee Pearl Blue Pearl Black Pearl Wausau Red

	FLAT MARKER 4" POLISHED TOP									
	Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8	Cat. 9	Cat. 10
	retail	retail	retail	retail	retail	retail	retail	retail	retail	retail
1-4 X 0-8 X 0-4	174.00	190.00	202.00	211.00	220.00	229.00	238.00	262.00	313.00	349.00
1-8 X 0-10 X 0-4	273.00	296.00	315.00	329.00	343.00	357.00	371.00	409.00	489.00	545.00
2-0 X 1-0 X 0-4	393.00	426.00	453.00	474.00	494.00	514.00	535.00	589.00	704.00	785.00
2-0 X 1-2 X 0-4	458.00	497.00	529.00	553.00	576.00	600.00	624.00	687.00	821.00	916.00
2-0 X 1-4 X 0-4	523.00	569.00	605.00	632.00	659.00	686.00	713.00	785.00	938.00	1047.00
2-2 X 1-2 X 0-4	496.00	539.00	573.00	599.00	624.00	650.00	676.00	744.00	890.00	992.00
2-4 X 1-2 X 0-4	534.00	580.00	617.00	645.00	672.00	700.00	728.00	801.00	958.00	1069.00
2-4 X 1-4 X 0-4	611.00	663.00	705.00	737.00	769.00	800.00	832.00	916.00	1095.00	1221.00
2-6 X 1-0 X 0-4	491.00	533.00	567.00	592.00	618.00	643.00	668.00	736.00	880.00	981.00
2-6 X 1-2 X 0-4	572.00	622.00	661.00	691.00	721.00	750.00	780.00	859.00	1026.00	1145.00
2-6 X 1-6 X 0-4	654.00	711.00	756.00	790.00	823.00	857.00	891.00	981.00	1173.00	1308.00
3-0 X 1-0 X 0-4	589.00	639.58	680.18	710.64	741.10	771.55	802.01	883.22	1055.81	1177.63
3-0 X 1-2 X 0-4	687.00	746.17	793.55	829.08	864.61	900.14	935.68	1030.43	1231.78	1373.90
3-0 X 1-4 X 0-4	785.00	852.77	906.91	947.52	988.13	1028.74	1069.34	1177.63	1407.74	1570.18
3-6 X 1-0 X 0-4	687.00	746.00	794.00	829.00	865.00	900.00	936.00	1030.00	1232.00	1374.00
3-6 X 1-2 X 0-4	801.00	871.00	926.00	967.00	1009.00	1050.00	1092.00	1202.00	1437.00	1603.00
3-6 X 1-4 X 0-4	916.00	995.00	1058.00	1105.00	1153.00	1200.00	1248.00	1374.00	1642.00	1832.00
4-0 X 1-0 X 0-4	785.00	853.00	907.00	948.00	988.00	1029.00	1069.00	1178.00	1408.00	1570.00
4-0 X 1-2 X 0-4	916.00	995.00	1058.00	1105.00	1153.00	1200.00	1248.00	1374.00	1642.00	1832.00
4-0 X 1-4 X 0-4	1047.00	1137.00	1209.00	1263.00	1318.00	1372.00	1426.00	1570.00	1877.00	2094.00
4-6 X 1-0 X 0-4	883.00	959.00	1020.00	1066.00	1112.00	1157.00	1203.00	1325.00	1584.00	1766.00
4-6 X 1-4 X 0-4	1178.00	1279.00	1360.00	1421.00	1482.00	1543.00	1604.00	1766.00	2112.00	2355.00
5-0 X 1-2 X 0-4	1145.00	1244.00	1323.00	1382.00	1441.00	1500.00	1559.00	1717.00	2053.00	2290.00
5-0 X 1-4 X 0-4	1308.00	1421.00	1512.00	1579.00	1647.00	1715.00	1782.00	1963.00	2346.00	2617.00
6-0 X 1-2 X 0-4	1374.00	1492.00	1587.00	1658.00	1729.00	1800.00	1871.00	2061.00	2464.00	2748.00
6-0 X 1-4 X 0-4	1570.00	1706.00	1814.00	1895.00	1976.00	2057.00	2139.00	2355.00	2815.00	3140.00

6" BEVEL MARKERS

Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8	Cat. 9	Cat. 10
Georgia Grey	Morning Rose North American Pink China Gray	Siena White	Sunset Mahogany Variegated Mahogany Dark Cloud Gray Charcoal	India Mahogany	Silver Cloud Ashmore Mahogany Rustic Brown	Tropical Green India Red Sentinel Red Flash Black India Mist China Pink Tan Brown	Jet Black Majestic Black American Black Premium Black	Missouri Red Wisconsin Red Cat's Eye Taj Aurora Gold Star Bahama Blue Paradiso Coral Blue	Coffee Pearl Blue Pearl Black Pearl Wausau Red

BEVEL MARKER 6" POLISHED TOP (2" BEVEL)										
	Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8	Cat. 9	Cat. 10
	retail	retail	retail	retail	retail	retail	retail	retail	retail	retail
1-4 X 0-8 X 0-6	223.00	250.00	274.00	283.00	286.00	292.00	322.00	346.00	391.00	436.00
1-8 X 0-10 X 0-6	348.00	390.00	428.00	442.00	447.00	456.00	503.00	541.00	611.00	682.00
2-0 X 1-0 X 0-6	501.00	562.00	616.00	636.00	643.00	656.00	724.00	778.00	880.00	981.00
2-0 X 1-2 X 0-6	584.00	655.00	719.00	742.00	750.00	766.00	845.00	908.00	1026.00	1145.00
2-0 X 1-4 X 0-6	668.00	749.00	821.00	848.00	857.00	875.00	966.00	1038.00	1173.00	1308.00
2-2 X 1-2 X 0-6	633.00	710.00	778.00	804.00	813.00	830.00	915.00	984.00	1112.00	1240.00
2-4 X 1-2 X 0-6	682.00	765.00	838.00	866.00	875.00	894.00	986.00	1059.00	1198.00	1336.00
2-4 X 1-4 X 0-6	779.00	874.00	958.00	990.00	1000.00	1021.00	1126.00	1211.00	1369.00	1527.00
2-6 X 1-0 X 0-6	626.00	702.00	770.00	795.00	804.00	821.00	905.00	973.00	1100.00	1227.00
2-6 X 1-2 X 0-6	730.00	819.00	898.00	928.00	938.00	957.00	1056.00	1135.00	1283.00	1431.00
2-6 X 1-6 X 0-6	835.00	936.00	1026.00	1060.00	1072.00	1094.00	1207.00	1297.00	1466.00	1636.00
3-0 X 1-0 X 0-6	751.00	842.62	923.83	954.29	964.44	984.74	1086.26	1167.48	1319.76	1472.04
3-0 X 1-2 X 0-6	876.00	983.00	1078.00	1113.00	1125.00	1149.00	1267.00	1362.00	1540.00	1717.00
3-0 X 1-4 X 0-6	1002.00	1123.00	1232.00	1272.00	1286.00	1313.00	1448.00	1557.00	1760.00	1963.00
3-6 X 1-0 X 0-6	876.00	983.00	1078.00	1113.00	1125.00	1149.00	1267.00	1362.00	1540.00	1717.00
3-6 X 1-2 X 0-6	1023.00	1147.00	1257.00	1299.00	1313.00	1340.00	1479.00	1589.00	1796.00	2004.00
3-6 X 1-4 X 0-6	1169.00	1311.00	1437.00	1484.00	1500.00	1532.00	1690.00	1816.00	2053.00	2290.00
4-0 X 1-0 X 0-6	1002.00	1123.00	1232.00	1272.00	1286.00	1313.00	1448.00	1557.00	1760.00	1963.00
4-0 X 1-2 X 0-6	1169.00	1311.00	1437.00	1484.00	1500.00	1532.00	1690.00	1816.00	2053.00	2290.00
4-0 X 1-4 X 0-6	1336.00	1498.00	1642.00	1697.00	1715.00	1751.00	1931.00	2076.00	2346.00	2617.00
4-6 X 1-0 X 0-6	1127.00	1264.00	1386.00	1431.00	1447.00	1477.00	1629.00	1751.00	1980.00	2208.00
4-6 X 1-4 X 0-6	1502.00	1685.00	1848.00	1909.00	1929.00	1969.00	2173.00	2335.00	2640.00	2944.00
5-0 X 1-2 X 0-6	1461.00	1638.00	1796.00	1856.00	1875.00	1915.00	2112.00	2270.00	2566.00	2862.00
5-0 X 1-4 X 0-6	1669.00	1872.00	2053.00	2121.00	2143.00	2188.00	2414.00	2594.00	2933.00	3271.00
6-0 X 1-2 X 0-6	1753.00	1966.00	2156.00	2227.00	2250.00	2298.00	2535.00	2724.00	3079.00	3435.00
6-0 X 1-4 X 0-6	2003.00	2247.00	2464.00	2545.00	2572.00	2626.00	2897.00	3113.00	3519.00	3925.00

8" BEVEL MARKERS

Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8	Cat. 9	Cat. 10
Georgia Grey	Morning Rose North American Pink China Gray	Siena White	Sunset Mahogany Stratigated Mahogany Dark Cloud Gray Charcoal	India mahogany	Silver Cloud Ashmore Mahogany Rustic Brown	Tropical Green India Red Sentinel Red Flash Black India Mist China Pink Tan Brown	Jet Black Majestic Black American Black Premium Black	Missouri Red Wisconsin Red Cat's Eye Taj Aurora Gold Star Bahama Blue Paradiso Coral Blue	Coffee Pearl Blue Pearl Black Pearl Wausau Red

	BEVEL MARKER 8" POLISHED TOP (2" BEVEL)									
	Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8	Cat. 9	Cat. 10
	retail	retail	retail	retail	retail	retail	retail	retail	retail	retail
1-4 X 0-8 X 0-8	259.00	292.00	313.00	322.00	334.00	340.00	364.00	427.00	499.00	572.00
1-8 X 0-10 X 0-8	404.00	456.00	489.00	503.00	522.00	531.00	569.00	667.00	780.00	893.00
2-0 X 1-0 X 0-8	582.00	656.00	704.00	724.00	751.00	765.00	819.00	961.00	1123.00	1286.00
2-0 X 1-2 X 0-8	679.00	766.00	821.00	845.00	876.00	892.00	955.00	1121.00	1311.00	1500.00
2-0 X 1-4 X 0-8	776.00	875.00	938.00	966.00	1002.00	1020.00	1092.00	1281.00	1498.00	1715.00
2-2 X 1-2 X 0-8	736.00	830.00	890.00	915.00	949.00	967.00	1035.00	1215.00	1420.00	1625.00
2-4 X 1-2 X 0-8	792.00	894.00	958.00	986.00	1023.00	1041.00	1115.00	1308.00	1529.00	1750.00
2-4 X 1-4 X 0-8	905.00	1021.00	1095.00	1126.00	1169.00	1190.00	1274.00	1495.00	1748.00	2000.00
2-6 X 1-0 X 0-8	728.00	821.00	880.00	905.00	939.00	956.00	1024.00	1201.00	1404.00	1607.00
2-6 X 1-2 X 0-8	849.00	957.00	1026.00	1056.00	1096.00	1115.00	1194.00	1402.00	1638.00	1875.00
2-6 X 1-6 X 0-8	970.00	1094.00	1173.00	1207.00	1252.00	1275.00	1365.00	1602.00	1872.00	2143.00
3-0 X 1-0 X 0-8	873.00	985.00	1056.00	1086.00	1127.00	1147.00	1228.00	1442.00	1685.00	1929.00
3-0 X 1-2 X 0-8	1019.00	1149.00	1232.00	1267.00	1315.00	1338.00	1433.00	1682.00	1966.00	2250.00
3-0 X 1-4 X 0-8	1164.00	1313.00	1408.00	1448.00	1502.00	1530.00	1638.00	1922.00	2247.00	2572.00
3-6 X 1-0 X 0-8	1019.00	1149.00	1232.00	1267.00	1315.00	1338.00	1433.00	1682.00	1966.00	2250.00
3-6 X 1-2 X 0-8	1188.00	1340.00	1437.00	1479.00	1534.00	1561.00	1672.00	1962.00	2294.00	2625.00
3-6 X 1-4 X 0-8	1358.00	1532.00	1642.00	1690.00	1753.00	1784.00	1911.00	2242.00	2621.00	3000.00
4-0 X 1-0 X 0-8	1164.00	1313.00	1408.00	1448.00	1502.00	1530.00	1638.00	1922.00	2247.00	2572.00
4-0 X 1-2 X 0-8	1358.00	1532.00	1642.00	1690.00	1753.00	1784.00	1911.00	2242.00	2621.00	3000.00
4-0 X 1-4 X 0-8	1552.00	1751.00	1877.00	1931.00	2003.00	2039.00	2184.00	2563.00	2996.00	3429.00
4-6 X 1-0 X 0-8	1310.00	1477.00	1584.00	1629.00	1690.00	1721.00	1843.00	2162.00	2528.00	2893.00
4-6 X 1-4 X 0-8	1746.00	1969.00	2112.00	2173.00	2254.00	2294.00	2457.00	2883.00	3370.00	3858.00
5-0 X 1-2 X 0-8	1698.00	1915.00	2053.00	2112.00	2191.00	2231.00	2389.00	2803.00	3277.00	3751.00
5-0 X 1-4 X 0-8	1940.00	2188.00	2346.00	2414.00	2504.00	2549.00	2730.00	3204.00	3745.00	4286.00
6-0 X 1-2 X 0-8	2037.00	2298.00	2464.00	2535.00	2629.00	2677.00	2866.00	3364.00	3932.00	4501.00
6-0 X 1-4 X 0-8	2328.00	2626.00	2815.00	2897.00	3005.00	3059.00	3276.00	3844.00	4494.00	5144.00

SLANT MARKERS

Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8	Cat. 9	Cat. 10
Georgia Grey	Morning Rose North American Pine China Gray	Siena White	Sunset Mahogany Stratigated Mahogany Dark Cloud Gray Charcoal	India mahogany	Silver Cloud Ashmore Mahogany Rustic Brown	Tropical Green India Red Sentinel Red Flash Black India Mist China Pink Tan Brown	Jet Black Majestic Black American Black Premium Black	Missouri Red Wisconsin Red Cat's Eye Taj Aurora Gold Star Bahama Blue Paradiso Coral Blue	Coffee Pearl Blue Pearl Black Pearl Wausau Red

SLANT P1 POLISHED FRONT SAWN BACK, BRP SIDES, TOP AND NOSE										
	Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8	Cat. 9	Cat. 10
	retail	retail	retail	retail	retail	retail	retail	retail	retail	retail
1-4 X 0-10 X 1-4	602.00	650.00	680.00	704.00	734.00	782.00	818.00	878.00	1119.00	1185.00
1-8 X 0-10 X 1-4	752.00	812.00	850.00	880.00	917.00	978.00	1023.00	1098.00	1399.00	1481.00
2-0 X 0-10 X 1-4	902.00	975.00	1020.00	1056.00	1101.00	1173.00	1227.00	1318.00	1678.00	1778.00
2-6 X 0-10 X 1-4	1128.00	1218.00	1275.00	1320.00	1376.00	1466.00	1534.00	1647.00	2098.00	2222.00
3-0 X 0-10 X 1-4	1354.00	1462.00	1530.00	1584.00	1651.00	1760.00	1841.00	1976.00	2518.00	2667.00
3-6 X 0-10 X 1-4	1579.00	1706.00	1784.00	1848.00	1927.00	2053.00	2148.00	2306.00	2937.00	3111.00
4-0 X 0-10 X 1-4	1805.00	1949.00	2039.00	2112.00	2202.00	2346.00	2455.00	2635.00	3357.00	3555.00
4-6 X 0-10 X 1-4	2030.00	2193.00	2294.00	2376.00	2477.00	2640.00	2761.00	2964.00	3777.00	4000.00
5-0 X 0-10 X 1-4	2256.00	2436.00	2549.00	2640.00	2752.00	2933.00	3068.00	3294.00	4196.00	4444.00
5-6 X 0-10 X 1-4	2482.00	2680.00	2804.00	2903.00	3028.00	3226.00	3375.00	3623.00	4616.00	4889.00
6-0 X 0-10 X 1-4	2707.00	2924.00	3059.00	3167.00	3303.00	3519.00	3682.00	3953.00	5035.00	5333.00
6-6 X 0-10 X 1-4	2933.00	3167.00	3314.00	3431.00	3578.00	3813.00	3989.00	4282.00	5455.00	5778.00
7-0 X 0-10 X 1-4	3158.00	3411.00	3569.00	3695.00	3853.00	4106.00	4295.00	4611.00	5875.00	6222.00
7-6 X 0-10 X 1-4	3384.00	3655.00	3824.00	3959.00	4128.00	4399.00	4602.00	4941.00	6294.00	6666.00
8-0 X 0-10 X 1-4	3610.00	3898.00	4079.00	4223.00	4404.00	4692.00	4909.00	5270.00	6714.00	7111.00

ADD \$350.00 FOR POLISHED 2

ADD \$500.00 FOR POLISHED 3

ADD \$700.00 FOR POLISHED 5

ADD \$200.00 FOR NO NOSE FRONT

6" TABLET & BASE

Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8	Cat. 9	Cat. 10
Georga Grey	Morning Rose North American Pine China Gray	Siena White	Sunset Mahogany Stratigated Mahogany Dark Cloud Gray Charcoal	India mahogany	Silver Cloud Ashmore Mahogany Rustic Brown	Tropical Green India Red Sentinel Red Flash Black India Mist China Pink Tan Brown	Jet Black Majestic Black American Black Premium Black	Missouri Red Wisconsin Red Cat's Eye Taj Aurora Gold Star Bahama Blue Paradiso Coral Blue	Coffee Pearl Blue Pearl Black Pearl Wausau Red

TABLET	BASE	6" TABLET & BASE RETAIL PRICE LIST									
		Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8	Cat. 9	Cat. 10
1-6 X 0-6 X 1-6	2-0 X 1-0 X 0-6	671.00	947.00	1048.00	1113.00	1141.00	1176.00	1228.00	1308.00	1521.00	1648.00
1-6 X 0-6 X 2-0	2-0 X 1-0 X 0-6	964.00	1147.00	1269.00	1344.00	1377.00	1417.00	1482.00	1577.00	1841.00	2003.00
1-8 X 0-6 X 2-0	2-0 X 1-0 X 0-6	1042.00	1236.00	1367.00	1446.00	1482.00	1525.00	1595.00	1697.00	1983.00	2161.00
2-0 X 0-6 X 1-6	3-0 X 1-0 X 0-6	1096.00	1320.00	1462.00	1553.00	1594.00	1644.00	1715.00	1827.00	2122.00	2294.00
2-0 X 0-6 X 1-8	3-0 X 1-0 X 0-6	1174.00	1409.00	1560.00	1655.00	1699.00	1752.00	1828.00	1947.00	2264.00	2452.00
2-0 X 0-6 X 1-10	3-0 X 1-0 X 0-6	1252.00	1498.00	1658.00	1758.00	1804.00	1859.00	1941.00	2066.00	2406.00	2610.00
2-0 X 0-6 X 2-0	3-0 X 1-0 X 0-6	1330.00	1587.00	1757.00	1861.00	1909.00	1966.00	2054.00	2186.00	2549.00	2768.00
2-0 X 0-6 X 2-4	3-0 X 1-0 X 0-6	1486.00	1766.00	1953.00	2066.00	2119.00	2180.00	2279.00	2425.00	2833.00	3084.00
2-0 X 0-6 X 2-6	3-0 X 1-0 X 0-6	1563.00	1855.00	2051.00	2169.00	2224.00	2287.00	2392.00	2545.00	2975.00	3242.00
2-0 X 0-6 X 3-0	3-0 X 1-0 X 0-6	1797.00	2122.00	2345.00	2477.00	2538.00	2609.00	2730.00	2903.00	3401.00	3716.00
2-6 X 0-6 X 1-8	3-6 X 1-0 X 0-6	1435.00	1718.00	1902.00	2017.00	2069.00	2134.00	2227.00	2371.00	2760.00	2993.00
2-6 X 0-6 X 2-0	3-6 X 1-0 X 0-6	1629.00	1941.00	2147.00	2274.00	2332.00	2401.00	2509.00	2670.00	3115.00	3388.00
3-0 X 0-6 X 1-8	4-0 X 1-0 X 0-6	1695.00	2027.00	2244.00	2379.00	2440.00	2514.00	2626.00	2796.00	3255.00	3533.00
3-0 X 0-6 X 1-10	4-0 X 1-0 X 0-6	1812.00	2160.00	2391.00	2533.00	2597.00	2675.00	2795.00	2975.00	3468.00	3770.00
3-0 X 0-6 X 2-0	4-0 X 1-0 X 0-6	1929.00	2294.00	2538.00	2687.00	2754.00	2836.00	2964.00	3154.00	3681.00	4007.00
3-6 X 0-6 X 1-8	4-6 X 1-0 X 0-6	1956.00	2336.00	2585.00	2740.00	2811.00	2895.00	3025.00	3219.00	3751.00	4074.00
3-6 X 0-6 X 1-10	4-6 X 1-0 X 0-6	2092.00	2492.00	2757.00	2920.00	2994.00	3083.00	3222.00	3429.00	4000.00	4350.00
3-6 X 0-6 X 2-0	4-6 X 1-0 X 0-6	2228.00	2648.00	2929.00	3100.00	3178.00	3270.00	3420.00	3638.00	4249.00	4626.00
3-6 X 0-6 X 2-4	4-6 X 1-0 X 0-6	2501.00	2960.00	3272.00	3459.00	3545.00	3645.00	3815.00	4056.00	4746.00	5179.00
4-0 X 0-6 X 1-8	5-0 X 1-0 X 0-6	2217.00	2645.00	2927.00	3102.00	3181.00	3277.00	3423.00	3643.00	4247.00	4613.00
4-0 X 0-6 X 2-0	5-0 X 1-0 X 0-6	2528.00	3002.00	3319.00	3513.00	3601.00	3706.00	3874.00	4122.00	4815.00	5245.00
4-0 X 0-6 X 2-4	5-0 X 1-0 X 0-6	2839.00	3358.00	3712.00	3923.00	4020.00	4134.00	4325.00	4600.00	5384.00	5877.00
4-0 X 0-6 X 2-6	5-0 X 1-0 X 0-6	2995.00	3536.00	3908.00	4128.00	4230.00	4349.00	4551.00	4839.00	5668.00	6193.00
5-0 X 0-6 X 1-8	6-0 X 1-0 X 0-6	2738.00	3264.00	3610.00	3825.00	3922.00	4039.00	4221.00	4491.00	5238.00	5694.00
5-0 X 0-6 X 2-0	6-0 X 1-0 X 0-6	3127.00	3709.00	4101.00	4338.00	4446.00	4575.00	4785.00	5089.00	5949.00	6484.00
5-0 X 0-6 X 2-4	6-0 X 1-0 X 0-6	3516.00	4155.00	4592.00	4852.00	4971.00	5111.00	5349.00	5687.00	6659.00	7273.00
5-0 X 0-6 X 2-6	6-0 X 1-0 X 0-6	3711.00	4378.00	4837.00	5108.00	5233.00	5379.00	5631.00	5986.00	7015.00	7668.00

ADD \$400.00 FOR POLISHED 3
ADD \$600.00 FOR POLISHED 5

ADD \$300.00 FOR MARGIN BASE
ADD \$500.00 FOR ALL POLISHED BASE
ADD \$700.00 FOR BEVEL FRONT BASE

6" BASES ONLY

Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8	Cat. 9	Cat. 10
Georga Grey	Morning Rose North American Pine China Gray	Siena White	Sunset Mahogany Stratigated Mahogany Dark Cloud Gray Charcoal	India mahogany	Silver Cloud Ashmore Mahogany Rustic Brown	Tropical Green India Red Sentinel Red Flash Black India Mist China Pink Tan Brown	Jet Black Majestic Black American Black Premium Black	Missouri Red Wisconsin Red Cat's Eye Taj Aurora Gold Star Bahama Blue Paradiso Coral Blue	Coffee Pearl Blue Pearl Black Pearl Wausau Red

BASE 6" TALL BRP										
	Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8	Cat. 9	Cat. 10
	retail	retail	retail	retail	retail	retail	retail	retail	retail	retail
2-0 X 1-0 X 0-6	264.00	345.00	386.00	420.00	433.00	453.00	467.00	501.00	562.00	582.00
2-4 X 1-0 X 0-6	308.00	403.00	450.00	490.00	505.00	529.00	545.00	584.00	655.00	679.00
2-6 X 1-0 X 0-6	330.00	431.00	482.00	525.00	541.00	567.00	584.00	626.00	702.00	728.00
2-8 X 1-0 X 0-6	374.00	489.00	547.00	594.00	614.00	642.00	662.00	710.00	796.00	825.00
3-0 X 1-0 X 0-6	396.00	518.00	579.00	629.00	650.00	680.00	700.00	751.00	843.00	873.00
3-4 X 1-0 X 0-6	440.00	575.00	643.00	699.00	722.00	756.00	778.00	835.00	936.00	970.00
3-6 X 1-0 X 0-6	462.00	604.00	675.00	734.00	758.00	794.00	817.00	876.00	983.00	1019.00
4-0 X 1-0 X 0-6	528.00	690.00	772.00	839.00	866.00	907.00	934.00	1002.00	1123.00	1164.00
4-6 X 1-0 X 0-6	594.00	777.00	868.00	944.00	975.00	1020.00	1051.00	1127.00	1264.00	1310.00
5-0 X 1-0 X 0-6	660.00	863.00	964.00	1049.00	1083.00	1134.00	1167.00	1252.00	1404.00	1455.00
5-6 X 1-0 X 0-6	726.00	949.00	1061.00	1154.00	1191.00	1247.00	1284.00	1377.00	1545.00	1601.00
6-0 X 1-0 X 0-6	792.00	1036.00	1157.00	1259.00	1299.00	1360.00	1401.00	1502.00	1685.00	1746.00
6-6 X 1-0 X 0-6	858.00	1122.00	1254.00	1364.00	1408.00	1474.00	1518.00	1628.00	1826.00	1892.00

2-0 X 1-2 X 0-6	308.00	403.00	450.00	490.00	505.00	529.00	545.00	584.00	655.00	679.00
2-4 X 1-2 X 0-6	359.00	470.00	525.00	571.00	590.00	617.00	636.00	682.00	765.00	792.00
2-6 X 1-2 X 0-6	385.00	503.00	563.00	612.00	632.00	661.00	681.00	730.00	819.00	849.00
2-8 X 1-2 X 0-6	436.00	570.00	638.00	694.00	716.00	749.00	772.00	828.00	928.00	962.00
3-0 X 1-2 X 0-6	462.00	604.00	675.00	734.00	758.00	794.00	817.00	876.00	983.00	1019.00
3-4 X 1-2 X 0-6	513.00	671.00	750.00	816.00	842.00	882.00	908.00	974.00	1092.00	1132.00
3-6 X 1-2 X 0-6	539.00	705.00	788.00	857.00	884.00	926.00	953.00	1023.00	1147.00	1188.00
4-0 X 1-2 X 0-6	616.00	805.00	900.00	979.00	1011.00	1058.00	1090.00	1169.00	1311.00	1358.00
4-6 X 1-2 X 0-6	693.00	906.00	1013.00	1101.00	1137.00	1190.00	1226.00	1315.00	1475.00	1528.00
5-0 X 1-2 X 0-6	770.00	1007.00	1125.00	1224.00	1263.00	1323.00	1362.00	1461.00	1638.00	1698.00
5-6 X 1-2 X 0-6	847.00	1107.00	1238.00	1346.00	1390.00	1455.00	1498.00	1607.00	1802.00	1867.00
6-0 X 1-2 X 0-6	924.00	1208.00	1350.00	1469.00	1516.00	1587.00	1634.00	1753.00	1966.00	2037.00
6-6 X 1-2 X 0-6	1001.00	1309.00	1463.00	1591.00	1642.00	1719.00	1771.00	1899.00	2130.00	2207.00

ADD \$300.00 FOR MARGIN BASE

ADD \$500.00 FOR ALL POLISHED BASE

ADD \$700.00 FOR BEVEL FRONT BASE

6" TABLETS ONLY

Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8	Cat. 9	Cat. 10
Georga Grey	Morning Rose North American Pink China Gray	Siena White	Sunset Mahogany Stratigated Mahogany Dark Cloud Gray Charcoal	India mahogany	Silver Cloud Ashmore Mahogany Rustic Brown	Tropical Green India Red Sentinel Red Flash Black India Mist China Pink Tan Brown	Jet Black Majestic Black American Black Premium Black	Missouri Red Wisconsin Red Cat's Eye Taj Aurora Gold Star Bahama Blue Paradiso Coral Blue	Coffee Pearl Blue Pearl Black Pearl Wausau Red

TABLET P2 6" (POLISHED FRONT AND BACK)										
	Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8	Cat. 9	Cat. 10
	retail	retail	retail	retail	retail	retail	retail	retail	retail	retail
1-6 X 0-6 X 2-0	700.00	802.00	883.00	924.00	944.00	964.00	1015.00	1076.00	1279.00	1421.00
1-8 X 0-6 X 2-0	778.00	891.00	981.00	1026.00	1049.00	1072.00	1128.00	1196.00	1421.00	1579.00
2-0 X 0-6 X 1-6	700.00	802.00	883.00	924.00	944.00	964.00	1015.00	1076.00	1279.00	1421.00
2-0 X 0-6 X 1-8	778.00	891.00	981.00	1026.00	1049.00	1072.00	1128.00	1196.00	1421.00	1579.00
2-0 X 0-6 X 1-10	856.00	980.00	1079.00	1129.00	1154.00	1179.00	1241.00	1315.00	1563.00	1737.00
2-0 X 0-6 X 2-0	934.00	1069.00	1178.00	1232.00	1259.00	1286.00	1354.00	1435.00	1706.00	1895.00
2-0 X 0-6 X 2-4	1090.00	1248.00	1374.00	1437.00	1469.00	1500.00	1579.00	1674.00	1990.00	2211.00
2-0 X 0-6 X 2-6	1167.00	1337.00	1472.00	1540.00	1574.00	1607.00	1692.00	1794.00	2132.00	2369.00
2-0 X 0-6 X 3-0	1401.00	1604.00	1766.00	1848.00	1888.00	1929.00	2030.00	2152.00	2558.00	2843.00
2-6 X 0-6 X 1-8	973.00	1114.00	1227.00	1283.00	1311.00	1340.00	1410.00	1495.00	1777.00	1974.00
2-6 X 0-6 X 2-0	1167.00	1337.00	1472.00	1540.00	1574.00	1607.00	1692.00	1794.00	2132.00	2369.00
3-0 X 0-6 X 1-8	1167.00	1337.00	1472.00	1540.00	1574.00	1607.00	1692.00	1794.00	2132.00	2369.00
3-0 X 0-6 X 1-10	1284.00	1470.00	1619.00	1694.00	1731.00	1768.00	1861.00	1973.00	2345.00	2606.00
3-0 X 0-6 X 2-0	1401.00	1604.00	1766.00	1848.00	1888.00	1929.00	2030.00	2152.00	2558.00	2843.00
3-6 X 0-6 X 1-8	1362.00	1559.00	1717.00	1796.00	1836.00	1875.00	1974.00	2092.00	2487.00	2764.00
3-6 X 0-6 X 1-10	1498.00	1715.00	1889.00	1976.00	2019.00	2063.00	2171.00	2302.00	2736.00	3040.00
3-6 X 0-6 X 2-0	1634.00	1871.00	2061.00	2156.00	2203.00	2250.00	2369.00	2511.00	2985.00	3316.00
3-6 X 0-6 X 2-4	1907.00	2183.00	2404.00	2515.00	2570.00	2625.00	2764.00	2929.00	3482.00	3869.00
4-0 X 0-6 X 1-8	1557.00	1782.00	1963.00	2053.00	2098.00	2143.00	2256.00	2391.00	2843.00	3158.00
4-0 X 0-6 X 2-0	1868.00	2139.00	2355.00	2464.00	2518.00	2572.00	2707.00	2870.00	3411.00	3790.00
4-0 X 0-6 X 2-4	2179.00	2495.00	2748.00	2874.00	2937.00	3000.00	3158.00	3348.00	3980.00	4422.00
4-0 X 0-6 X 2-6	2335.00	2673.00	2944.00	3079.00	3147.00	3215.00	3384.00	3587.00	4264.00	4738.00
5-0 X 0-6 X 1-8	1946.00	2228.00	2453.00	2566.00	2623.00	2679.00	2820.00	2989.00	3553.00	3948.00
5-0 X 0-6 X 2-0	2335.00	2673.00	2944.00	3079.00	3147.00	3215.00	3384.00	3587.00	4264.00	4738.00
5-0 X 0-6 X 2-4	2724.00	3119.00	3435.00	3593.00	3672.00	3751.00	3948.00	4185.00	4974.00	5527.00
5-0 X 0-6 X 2-6	2919.00	3342.00	3680.00	3849.00	3934.00	4019.00	4230.00	4484.00	5330.00	5922.00

ADD \$400.00 FOR POLISHED 3

ADD \$600.00 FOR POLISHED 5

8" TABLET & BASE

Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8	Cat. 9	Cat. 10
Georga Grey	Morning Rose North American Pink China Gray	Siena White	Sunset Mahogany Variegated Mahogany Dark Cloud Gray Charcoal	India mahogany	Silver Cloud Ashmore Mahogany Rustic Brown	Tropical Green India Red Sentinel Red Flash Black India Mist China Pink Tan Brown	Jet Black Majestic Black American Black Premium Black	Missouri Red Wisconsin Red Cat's Eye Taj Aurora Gold Star Bahama Blue Paradiso Coral Blue	Coffee Pearl Blue Pearl Black Pearl Wausau Red

TABLET	BASE	8" TABLET & BASE RETAIL PRICE LIST									
		Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8	Cat. 9	Cat. 10
2-0 X 0-8 X 2-0	3-0 X 1-2 X 0-8	1791.00	2157.00	2360.00	2461.00	2589.00	2538.00	2766.00	3224.00	3858.00	4061.00
2-0 X 0-8 X 2-6	3-0 X 1-2 X 0-8	2078.00	2492.00	2722.00	2837.00	2982.00	2924.00	3182.00	3701.00	4420.00	4650.00
2-0 X 0-8 X 3-0	3-0 X 1-2 X 0-8	2366.00	2827.00	3085.00	3213.00	3374.00	3310.00	3598.00	4178.00	4981.00	5239.00
2-6 X 0-8 X 2-0	3-6 X 1-2 X 0-8	2184.00	2628.00	2874.00	2997.00	3151.00	3090.00	3366.00	3920.00	4688.00	4934.00
2-6 X 0-8 X 2-6	3-6 X 1-2 X 0-8	2544.00	3047.00	3327.00	3467.00	3641.00	3572.00	3886.00	4516.00	5390.00	5670.00
3-0 X 0-8 X 2-0	4-6 X 1-2 X 0-8	2685.00	3236.00	3541.00	3693.00	3883.00	3807.00	4149.00	4835.00	5786.00	6091.00
3-0 X 0-8 X 2-6	4-6 X 1-2 X 0-8	3116.00	3739.00	4084.00	4256.00	4472.00	4385.00	4774.00	5551.00	6629.00	6974.00
3-0 X 0-8 X 3-0	4-6 X 1-2 X 0-8	3548.00	4241.00	4627.00	4820.00	5061.00	4964.00	5398.00	6266.00	7472.00	7857.00
3-6 X 0-8 X 2-0	5-0 X 1-2 X 0-8	3079.00	3707.00	4055.00	4228.00	4446.00	4358.00	4750.00	5531.00	6617.00	6965.00
3-6 X 0-8 X 2-6	5-0 X 1-2 X 0-8	3583.00	4293.00	4688.00	4886.00	5133.00	5034.00	5478.00	6366.00	7600.00	7995.00
3-6 X 0-8 X 3-0	5-0 X 1-2 X 0-8	4086.00	4880.00	5322.00	5543.00	5820.00	5709.00	6206.00	7201.00	8583.00	9026.00
3-6 X 0-8 X 3-6	5-0 X 1-2 X 0-8	4590.00	5466.00	5956.00	6200.00	6507.00	6384.00	6935.00	8036.00	9566.00	10056.00
4-0 X 0-8 X 2-0	5-6 X 1-2 X 0-8	3474.00	4178.00	4569.00	4764.00	5007.00	4910.00	5349.00	6227.00	7447.00	7838.00
4-0 X 0-8 X 2-6	5-6 X 1-2 X 0-8	4049.00	4848.00	5293.00	5515.00	5792.00	5682.00	6181.00	7181.00	8570.00	9015.00
4-0 X 0-8 X 3-0	5-6 X 1-2 X 0-8	4625.00	5518.00	6017.00	6266.00	6578.00	6453.00	7014.00	8136.00	9694.00	10193.00
4-0 X 0-8 X 3-6	5-6 X 1-2 X 0-8	5200.00	6188.00	6741.00	7018.00	7363.00	7225.00	7846.00	9090.00	10817.00	11370.00
5-0 X 0-8 X 2-0	6-6 X 1-2 X 0-8	4262.00	5121.00	5597.00	5835.00	6132.00	6014.00	6549.00	7619.00	9107.00	9583.00
5-0 X 0-8 X 2-6	6-6 X 1-2 X 0-8	4982.00	5959.00	6502.00	6774.00	7114.00	6978.00	7590.00	8812.00	10512.00	11055.00
5-0 X 0-8 X 3-0	6-6 X 1-2 X 0-8	5701.00	6796.00	7407.00	7713.00	8095.00	7943.00	8630.00	10005.00	11916.00	12527.00
5-0 X 0-8 X 3-6	6-6 X 1-2 X 0-8	6420.00	7634.00	8313.00	8652.00	9077.00	8907.00	9671.00	11198.00	13321.00	13999.00
5-6 X 0-8 X 2-0	7-0 X 1-2 X 0-8	4656.00	5592.00	6111.00	6371.00	6695.00	6565.00	7149.00	8317.00	9937.00	10457.00
5-6 X 0-8 X 2-6	7-0 X 1-2 X 0-8	5447.00	6513.00	7107.00	7404.00	7774.00	7625.00	8293.00	9629.00	11482.00	12076.00
5-6 X 0-8 X 3-0	7-0 X 1-2 X 0-8	6238.00	7435.00	8102.00	8437.00	8854.00	8686.00	9438.00	10941.00	13027.00	13695.00
5-6 X 0-8 X 3-6	7-0 X 1-2 X 0-8	7029.00	8356.00	9098.00	9470.00	9933.00	9747.00	10582.00	12253.00	14572.00	15315.00
6-0 X 0-8 X 2-0	7-6 X 1-2 X 0-8	5051.00	6063.00	6625.00	6905.00	7257.00	7116.00	7749.00	9013.00	10768.00	11330.00
6-0 X 0-8 X 2-6	7-6 X 1-2 X 0-8	5914.00	7068.00	7711.00	8032.00	8434.00	8274.00	8997.00	10444.00	12453.00	13096.00
6-0 X 0-8 X 3-0	7-6 X 1-2 X 0-8	6777.00	8073.00	8798.00	9159.00	9612.00	9431.00	10246.00	11876.00	14138.00	14863.00
6-0 X 0-8 X 3-6	7-6 X 1-2 X 0-8	7639.00	9078.00	9884.00	10286.00	10789.00	10588.00	11495.00	13307.00	15824.00	16629.00

ADD \$500.00 FOR POLISHED 3

ADD \$700.00 FOR POLISHED 5

ADD \$300.00 FOR MARGIN BASE

ADD \$500.00 FOR ALL POLISHED BASE

ADD \$700.00 FOR BEVEL FRONT BASE

8" BASES ONLY

Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8	Cat. 9	Cat. 10
Georga Grey	Morning Rose North American Pine China Gray	Siena White	Sunset Mahogany Stratigated Mahogany Dark Cloud Gray Charcoal	India mahogany	Silver Cloud Ashmore Mahogany Rustic Brown	Tropical Green India Red Sentinel Red Flash Black India Mist China Pink Tan Brown	Jet Black Majestic Black American Black Premium Black	Missouri Red Wisconsin Red Cat's Eye Taj Aurora Gold Star Bahama Blue Paradiso Coral Blue	Coffee Pearl Blue Pearl Black Pearl Wausau Red

BASE 8" TALL BRP										
	Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8	Cat. 9	Cat. 10
	retail	retail	retail	retail	retail	retail	retail	retail	retail	retail
2-6 X 1-2 X 0-8	533.00	681.00	760.00	799.00	849.00	829.00	918.00	1096.00	1342.00	1421.00
2-8 X 1-2 X 0-8	569.00	726.00	811.00	853.00	905.00	884.00	979.00	1169.00	1432.00	1516.00
3-0 X 1-2 X 0-8	640.00	817.00	912.00	959.00	1019.00	995.00	1101.00	1315.00	1611.00	1706.00
3-4 X 1-2 X 0-8	711.00	908.00	1013.00	1066.00	1132.00	1105.00	1224.00	1461.00	1790.00	1895.00
3-6 X 1-2 X 0-8	746.00	953.00	1064.00	1119.00	1188.00	1161.00	1285.00	1534.00	1879.00	1990.00
4-0 X 1-2 X 0-8	853.00	1090.00	1216.00	1279.00	1358.00	1327.00	1469.00	1753.00	2148.00	2274.00
4-6 X 1-2 X 0-8	959.00	1226.00	1368.00	1439.00	1528.00	1492.00	1652.00	1972.00	2416.00	2558.00
5-0 X 1-2 X 0-8	1066.00	1362.00	1520.00	1599.00	1698.00	1658.00	1836.00	2191.00	2685.00	2843.00
5-6 X 1-2 X 0-8	1173.00	1498.00	1672.00	1759.00	1867.00	1824.00	2019.00	2410.00	2953.00	3127.00
6-0 X 1-2 X 0-8	1279.00	1634.00	1824.00	1919.00	2037.00	1990.00	2203.00	2629.00	3222.00	3411.00
6-6 X 1-2 X 0-8	1386.00	1771.00	1976.00	2079.00	2207.00	2156.00	2387.00	2848.00	3490.00	3695.00
7-0 X 1-2 X 0-8	1492.00	1907.00	2128.00	2239.00	2377.00	2321.00	2570.00	3068.00	3758.00	3980.00
7-6 X 1-2 X 0-8	1599.00	2043.00	2280.00	2398.00	2546.00	2487.00	2754.00	3287.00	4027.00	4264.00
8-0 X 1-2 X 0-8	1706.00	2179.00	2432.00	2558.00	2716.00	2653.00	2937.00	3506.00	4295.00	4548.00

ADD \$300.00 FOR MARGIN BASE

ADD \$500.00 FOR ALL POLISHED BASE

ADD \$700.00 FOR BEVEL FRONT BASE

8" TABLETS ONLY

Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8	Cat. 9	Cat. 10
Georga Grey	Morning Rose North American Pink China Gray	Siena White	Sunset Mahogany Variegated Mahogany Dark Cloud Gray Charcoal	India mahogany	Silver Cloud Ashmore Mahogany Rustic Brown	Tropical Green India Red Sentinel Red Flash Black India Mist China Pink Tan Brown	Jet Black Majestic Black American Black Premium Black	Missouri Red Wisconsin Red Cat's Eye Taj Aurora Gold Star Bahama Blue Paradiso Coral Blue	Coffee Pearl Blue Pearl Black Pearl Wausau Red

TABLET P2 8" (POLISHED FRONT AND BACK)										
	Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8	Cat. 9	Cat. 10
	retail	retail	retail	retail	retail	retail	retail	retail	retail	retail
2-0 X 0-8 X 2-0	1151.00	1340.00	1448.00	1502.00	1570.00	1543.00	1665.00	1909.00	2247.00	2355.00
2-0 X 0-8 X 2-6	1438.00	1675.00	1810.00	1878.00	1963.00	1929.00	2081.00	2386.00	2809.00	2944.00
2-6 X 0-8 X 3-0	1726.00	2010.00	2173.00	2254.00	2355.00	2315.00	2497.00	2863.00	3370.00	3533.00
2-6 X 0-8 X 2-0	1438.00	1675.00	1810.00	1878.00	1963.00	1929.00	2081.00	2386.00	2809.00	2944.00
2-6 X 0-8 X 2-6	1798.00	2094.00	2263.00	2348.00	2453.00	2411.00	2601.00	2982.00	3511.00	3680.00
3-0 X 0-8 X 2-0	1726.00	2010.00	2173.00	2254.00	2355.00	2315.00	2497.00	2863.00	3370.00	3533.00
3-0 X 0-8 X 2-6	2157.00	2513.00	2716.00	2817.00	2944.00	2893.00	3122.00	3579.00	4213.00	4416.00
3-0 X 0-8 X 3-0	2589.00	3015.00	3259.00	3381.00	3533.00	3472.00	3746.00	4294.00	5056.00	5299.00
3-6 X 0-8 X 2-0	2013.00	2345.00	2535.00	2629.00	2748.00	2700.00	2914.00	3340.00	3932.00	4122.00
3-6 X 0-8 X 2-6	2517.00	2931.00	3168.00	3287.00	3435.00	3376.00	3642.00	4175.00	4915.00	5152.00
3-6 X 0-8 X 3-0	3020.00	3518.00	3802.00	3944.00	4122.00	4051.00	4370.00	5010.00	5898.00	6183.00
3-6 X 0-8 X 3-6	3524.00	4104.00	4436.00	4601.00	4809.00	4726.00	5099.00	5845.00	6881.00	7213.00
4-0 X 0-8 X 2-0	2301.00	2680.00	2897.00	3005.00	3140.00	3086.00	3330.00	3817.00	4494.00	4711.00
4-0 X 0-8 X 2-6	2876.00	3350.00	3621.00	3756.00	3925.00	3858.00	4162.00	4771.00	5617.00	5888.00
4-0 X 0-8 X 3-0	3452.00	4020.00	4345.00	4507.00	4711.00	4629.00	4995.00	5726.00	6741.00	7066.00
4-0 X 0-8 X 3-6	4027.00	4690.00	5069.00	5259.00	5496.00	5401.00	5827.00	6680.00	7864.00	8243.00
5-0 X 0-8 X 2-0	2876.00	3350.00	3621.00	3756.00	3925.00	3858.00	4162.00	4771.00	5617.00	5888.00
5-0 X 0-8 X 2-6	3596.00	4188.00	4526.00	4695.00	4907.00	4822.00	5203.00	5964.00	7022.00	7360.00
5-0 X 0-8 X 3-0	4315.00	5025.00	5431.00	5634.00	5888.00	5787.00	6243.00	7157.00	8426.00	8832.00
5-0 X 0-8 X 3-6	5034.00	5863.00	6337.00	6573.00	6870.00	6751.00	7284.00	8350.00	9831.00	10304.00
5-6 X 0-8 X 2-0	3164.00	3685.00	3983.00	4132.00	4318.00	4244.00	4579.00	5249.00	6179.00	6477.00
5-6 X 0-8 X 2-6	3955.00	4606.00	4979.00	5165.00	5397.00	5304.00	5723.00	6561.00	7724.00	8096.00
5-6 X 0-8 X 3-0	4746.00	5528.00	5974.00	6198.00	6477.00	6365.00	6868.00	7873.00	9269.00	9715.00
5-6 X 0-8 X 3-6	5537.00	6449.00	6970.00	7231.00	7556.00	7426.00	8012.00	9185.00	10814.00	11335.00
6-0 X 0-8 X 2-0	3452.00	4020.00	4345.00	4507.00	4711.00	4629.00	4995.00	5726.00	6741.00	7066.00
6-0 X 0-8 X 2-6	4315.00	5025.00	5431.00	5634.00	5888.00	5787.00	6243.00	7157.00	8426.00	8832.00
6-0 X 0-8 X 3-0	5178.00	6030.00	6518.00	6761.00	7066.00	6944.00	7492.00	8589.00	10111.00	10599.00
6-0 X 0-8 X 3-6	6040.00	7035.00	7604.00	7888.00	8243.00	8101.00	8741.00	10020.00	11797.00	12365.00

ADD \$500.00 FOR POLISHED 3

ADD \$700.00 FOR POLISHED 5

GRANITE VASES

Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8	Cat. 9	Cat. 10
Georga Grey	Morning Rose North American Pink China Gray	Siena White	Sunset Mahogany Marigated Mahogany Dark Cloud Gray Charcoal	India mahogany	Silver Cloud Ashmore Mahogany Rustic Brown	Tropical Green India Red Sentinel Red Flash Black India Mist China Pink Tan Brown	Jet Black Majestic Black American Black Premium Black	Missouri Red Wisconsin Red Cat's Eye Taj Aurora Gold Star Bahama Blue Paradiso Coral Blue	Coffee Pearl Blue Pearl Black Pearl Wausau Red

3" X 6"	POLISHED TURNED VASES									
	Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8	Cat. 9	Cat. 10
	retail	retail	retail	retail	retail	retail	retail	retail	retail	retail
	75.00	N/A	N/A	N/A	N/A	N/A	105.00	110.00	110.00	N/A
	4" X 10"	150.00	190.00	N/A	190.00	190.00	N/A	190.00	190.00	200.00
6" X 10"	175.00	240.00	N/A	240.00	240.00	240.00	240.00	240.00	260.00	280.00
8" X 12"	260.00	310.00	N/A	310.00	310.00	310.00	310.00	310.00	360.00	440.00
8" X 16"	350.00	390.00	N/A	390.00	390.00	390.00	390.00	390.00	420.00	550.00

5" X 4" X 9"	TAPERED "V" VASES P2									
	Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8	Cat. 9	Cat. 10
	retail	retail	retail	retail	retail	retail	retail	retail	retail	retail
	150.00	210.00	N/A	210.00	210.00	210.00	210.00	210.00	230.00	270.00
6"X 6" X 10"	175.00	270.00	N/A	270.00	270.00	270.00	270.00	270.00	290.00	360.00
8" X 6" X 10"	185.00	310.00	N/A	310.00	310.00	310.00	310.00	310.00	330.00	CALL
8" X 8" X 10"	200.00	420.00	N/A	420.00	420.00	420.00	420.00	420.00	450.00	CALL
8" X 8" X 12"	230.00	495.00	N/A	495.00	495.00	495.00	495.00	495.00	538.00	CALL

	TAPERED "V" VASES P5									
	Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	Cat. 7	Cat. 8	Cat. 9	Cat. 10
	retail	retail	retail	retail	retail	retail	retail	retail	retail	retail
5" X 4" X 9"	175.00	240.00	N/A	240.00	240.00	240.00	240.00	240.00	260.00	300.00
6"X 6" X 10"	200.00	390.00	N/A	390.00	390.00	390.00	390.00	390.00	410.00	390.00
8" X 6" X 10"	220.00	450.00	N/A	450.00	450.00	450.00	450.00	450.00	470.00	CALL
8" X 8" X 10"	230.00	510.00	N/A	510.00	510.00	510.00	510.00	510.00	540.00	CALL
8" X 8" X 12"	250.00	585.00	N/A	585.00	585.00	585.00	585.00	585.00	625.00	CALL

**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:** 2/5/2019**Department Contact:** Nate Baldwin **E1 Doc No.:** ⁰⁸ 700961 **Total Cost:** \$48,514.00**COMMODITY/SERVICE DESCRIPTION:**

The project will include routine bridge inspections, maintenance recommendations, and prioritization of City of Olathe maintained bridges. The City of Olathe currently has 93 bridges on its inventory, 12 bridge decks carrying City roads over state routes that require deck only inspections, and 6 railroad bridges over City streets that require clearance checks.

CER/SOLE SOURCE JUSTIFICATION:

The state of Kansas requires that all bridges be inspected every two years. GBA has conducted numerous bridge inspections through Kansas, and has previously conducted biennial inspections of all of Olathe's bridges in a very satisfactory manner.

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: Victoria Smith

Date: 8-12-19

Department Contact: Lisa Donnelly

E1 Doc No.: 08 700 969

Total Cost: \$47,360.00

COMMODITY/SERVICE DESCRIPTION:

Design and construction documents for the Indian Creek Library Park.

CER/SOLE SOURCE JUSTIFICATION:

Indigo Design completed the initial master plan for the Indian Creek Library Park, becoming very familiar with the site and with the City's desires for the project. The firm was selected to continue the design work to complete construction documents prior to our in-house construction crew actually building the park.

Approved: B. A. Ch (Department Director)

Approved: [Signature] (Procurement Manager)

Over \$25,000:

Approved: [Signature] (City Manager)

City of Olathe
RFQ-16-4363 - Land Aquisition Services
Composite Score Sheet

Criteria		Skeens Consulting								The Land Company								Orrick and Erskine, LLP							
		160	180	120	200	140	160	200		160	180	120	200	160	160	200		160	200	140	200	160	60	200	
1	Adherence to proposal submittal outline.	160	180	120	200	140	160	200		160	180	120	200	160	160	200		160	200	140	200	160	60	200	
2	Project understanding and approach including firm's familiarity with the project area. Preference shall be given to respondents who are geographically located within a 25 mile radius of the City of Olathe.	270	240	210	210	240	210	270		270	240	210	210	270	180	270		240	180	210	120	240	90	240	
3	Relevant Experience including past performance of appraiser with City of Olathe or other municipalities, and firm's knowledge of City, State and Federal procedures.	270	240	210	240	270	180	240		270	240	210	180	270	120	270		240	210	210	150	240	180	270	
4	Staff	160	120	140	140	180	160	160		180	120	120	140	160	140	160		140	120	140	140	160	140	200	
Total		860	780	680	790	830	710	870		880	780	660	730	860	600	900		780	710	700	610	800	470	910	
Average		789								773								711							



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 2/4/2020

DEPARTMENT: Public Works, Planning Division

STAFF CONTACT: Emily Carrillo, Senior Planner

SUBJECT: Healthy Neighborhoods Initiative report on State of the Neighborhoods

ITEM DESCRIPTION:

Discussion on Healthy Neighborhoods Initiative report on State of the Neighborhoods; Planning staff will report on 2019 accomplishments to date, current neighborhood conditions, programs and events associated with the Olathe Healthy Neighborhoods Initiative.

SUMMARY:

The Olathe Healthy Neighborhoods Initiative (HNI) takes a comprehensive approach to improving the quality of life for our residents, by ensuring every resident has the opportunity to be part of a vibrant, healthy neighborhood.

Unfortunately, there are many situations that create barriers for families where needed maintenance and upkeep of their homes are not financially or physically possible. HNI works to tackle these barriers through advocacy and community outreach efforts that result in safe, healthy neighborhoods where families can thrive.

Program resources take a holistic approach on this community need by focusing on communication and fostering partnerships across divisions, departments and agencies, as well as community stakeholders. Olathe's HNI program is comprised of the following services:

1. Neighborhood Registration
2. Community Engagement Grant
3. Neighborhood Beautification Grant
4. Neighborhood Condition Index

Partners, including Habitat of Humanity KC, continue to invest, support and empower our residents as evident in recent Rock the Block events focused on home preservation and hope restoration.

HNI aligns directly with Olathe 2040, Organizational Goals and Council Priorities by leveraging community and organizational assets that positively impact quality of life.

As part of this program, each year we will report to the City Council with the State of the Neighborhoods Address to communicate annual accomplishments.

FINANCIAL IMPACT:

None

MEETING DATE: 2/4/2020

ACTION NEEDED:

No action is requested at this time. This report is for information only.

ATTACHMENT(S):

None.



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 2/4/2020

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger / Beth Wright

SUBJECT: This presentation provides Council with information on project delivery methods utilized by the City of Olathe.

ITEM DESCRIPTION:

Discussion on Project Delivery Methods Utilized by the City of Olathe.

SUMMARY:

Contracting methods create an environment for successful project delivery. There are three primary contracting methods utilized by the City of Olathe: design-bid-build (DBB), design-build (DB), and construction manager at risk (CMAR).

This presentation will provide information on each delivery method, pros and cons of each delivery method, and reasons why to use each delivery method. Examples of past and present City projects utilizing each delivery method will also be presented.

FINANCIAL IMPACT:

None

ACTION NEEDED:

No action is requested at this time. This presentation is for information only.

ATTACHMENT(S):

- A. PowerPoint Presentation

Project Delivery Methods

Beth Wright, P.E.
Deputy Director of Public Works
February 4, 2020



Project Delivery Methods

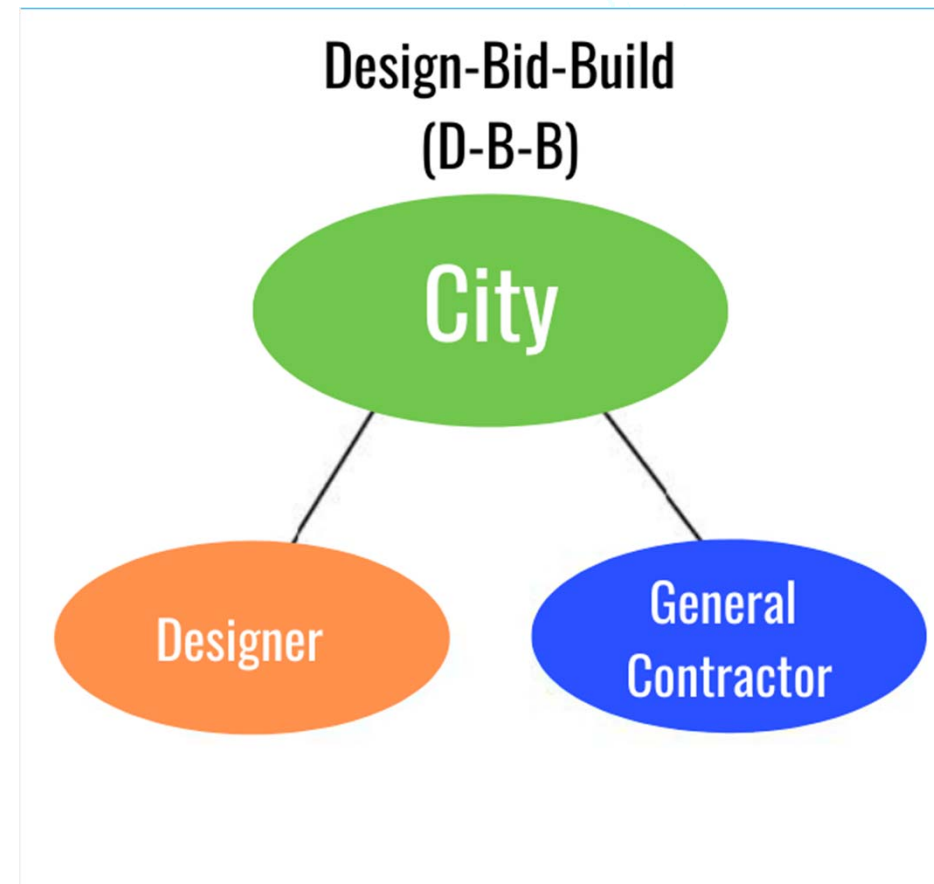


City utilizes 3 main delivery methods for projects:

- Design-Bid-Build
- Construction Manager at Risk (CMAR)
- Design-Build

Design-Bid-Build (DBB) - Overview

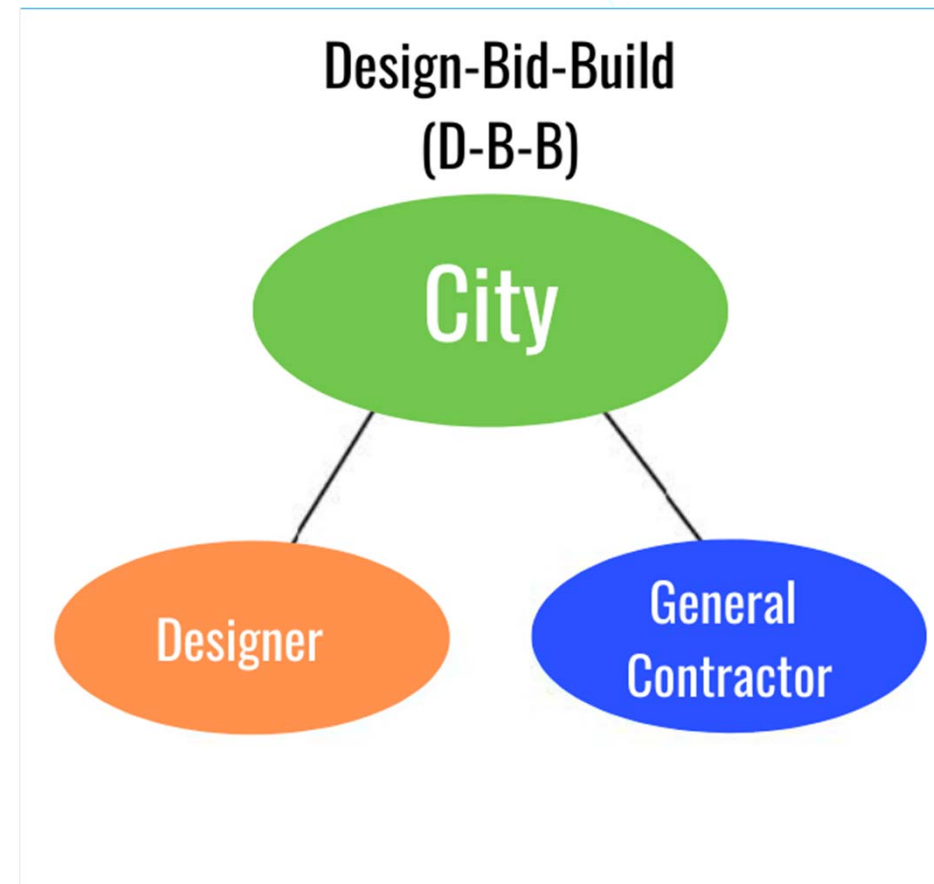
- Traditional bidding method – the qualified low bid wins
- Construction plans are fully developed prior to bidding
- City manages disputes



Design-Bid-Build (DBB) - Procurement

Two contracts:

- Designer (engineer/architect) – qualification-based selection
- Contractor – traditional bid



Design-Bid-Build (DBB) - Pros & Cons

Pros

- Widely accepted, well understood, and clearly defined roles
- City contracts with designer
- Perceived lowest cost/maximum competition
- Most contractors are familiar with process

Cons

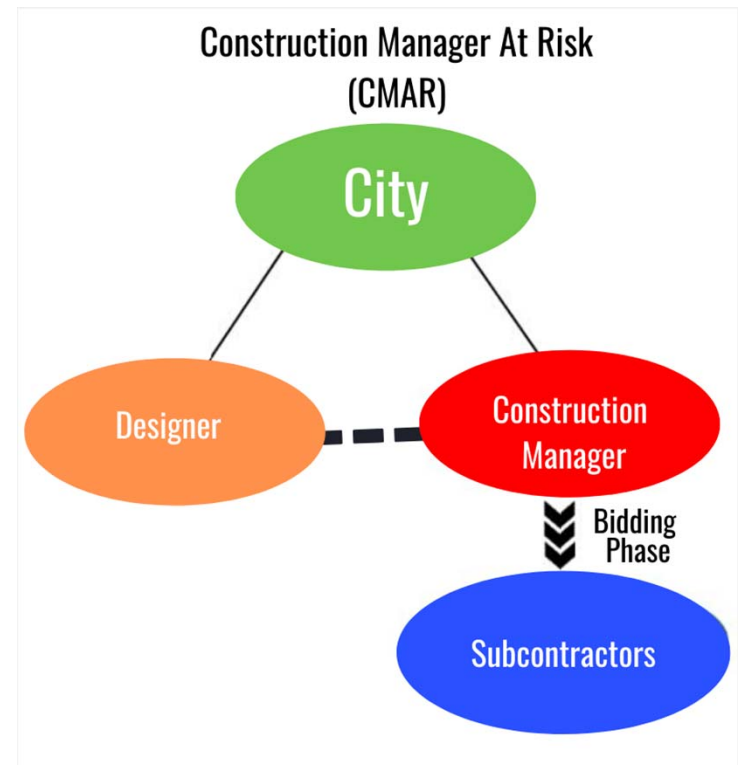
- No prequalification
- No contractor design input
- City manages disputes
- Greatest exposure to change orders
- No fast-track implementation
- City doesn't see subcontractor bids

Design-Bid-Build (DBB) - City Examples



Construction Manager at Risk (CMAR) - Overview

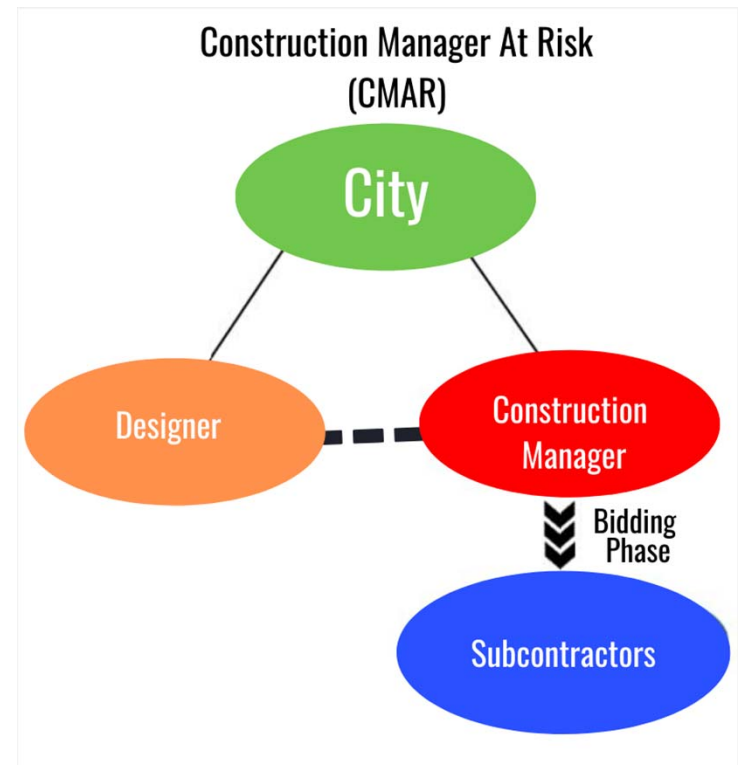
- City contracts independently with designer and construction manager
- Qualification-based selections
- Early team integration
- Guaranteed Maximum Price
- Allows for design and construction overlap



Construction Manager at Risk (CMAR) - Procurement

Two contracts:

- Designer (engineer/architect) – qualifications-based selection
- Construction Manager – qualifications-based selection
 - Subcontractors – competitively bid by construction manager with input/review by City



Construction Manager at Risk (CMAR) - Pros & Cons

Pros

- Qualifications Based Selection for both designer and construction manager
- Construction manager involved with design
- Supports fast-track project delivery
- Encourages innovation
- Improved cost and schedule estimating throughout design
- Ability to get early Guaranteed Maximum Price
- “Open-book” – City sees subcontractor bids

Cons

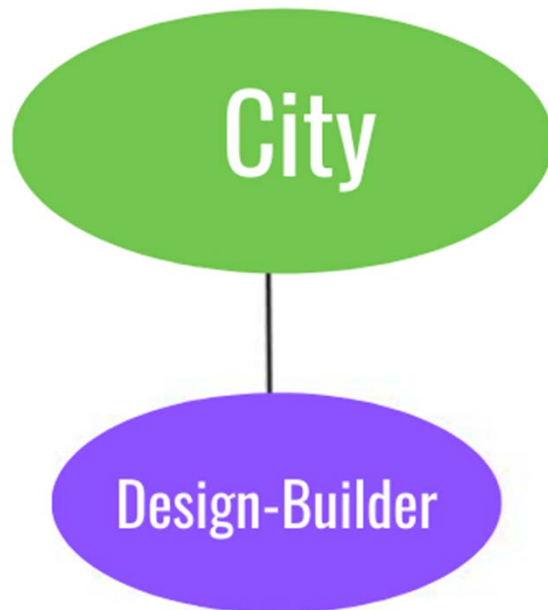
- City manages disputes
- Subcontracts not publicly bid by the City
- Some exposure to change orders

Construction Manager at Risk (CMAR) - City Examples



Design-Build - Overview

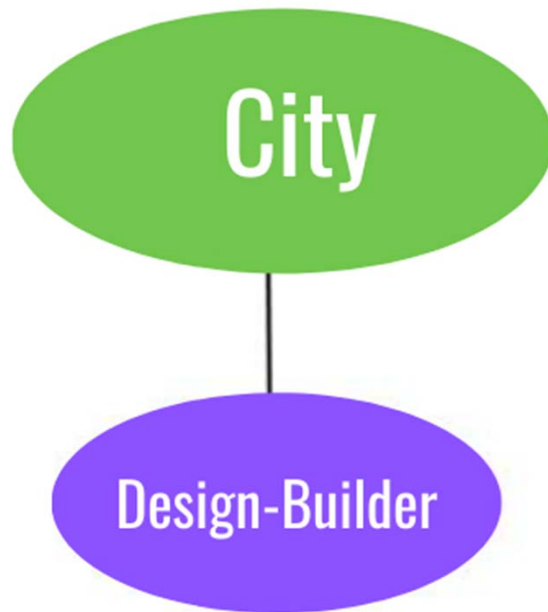
Design-Build (D-B)



- City contracts with single team (designer + construction manager)
- Design and construction overlap
- Allows for Qualifications Based Selection or Best Value selection
- Naturally fosters cooperative relationships
- Allows for “Guaranteed Maximum Price”

Design-Build - Procurement

Design-Build
(D-B)



Single contract:

- Design-build team
 - Qualification-based selection or best value
 - Subcontractors – competitively bid by construction manager with input/review by City

Design-Build - Pros & Cons

Pros

- Single-source accountability
- Faster project delivery
- Encourages innovation
- Qualifications/quality/innovation factors in selection/award
- “Open-book” – City sees subcontractor bids
- Contractor involved with design
- Limited exposure to change orders

Cons

- Lose ability to independently select contractor and designers
- City does not contract directly with designer
- Drive to begin construction quickly
- Sub-contracts not publicly bid by the City

Design-Build - City Examples



Project Delivery Summary

- We have successfully used all three of these project delivery processes
 - 20+ years experience using all three delivery methods, horizontal and vertical projects
- Selection of delivery method based on project requirements, goals and values
- Not to the City's advantage to only use one process for all procurement
- All three processes involve price competition during some part of the process
- We continue to look at opportunities to use other project delivery methods to meet the City's goals



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 2/4/2020

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger / Beth Wright

SUBJECT: Discussion on the construction progress at Water Treatment Plant 2.

ITEM DESCRIPTION:

Discussion on the Water Treatment Plant 2: Lime Feed Building (PN 5-C-029-15), Basin Modifications (PN 5-C-025-16), Alternative Disinfection (PN 5-C-004-16), and Above-Ground Clearwell Replacement (PN 5-C-049-18) Projects.

SUMMARY:

Four projects at Water Treatment Plant 2 began construction in December 2018. The work includes a building with new lime feed equipment; basin improvements including new equipment at Basins 2 and 4, and repairs and rehabilitation at Basin 3; a new chlorine dioxide disinfection process; and replacement of the steel clearwell with a new concrete clearwell. Collectively, these projects will renew aging infrastructure, ensure water quality and regulatory compliance, enhance staff safety, and promote reliable operation.

Lime Feed Building. The precast concrete building is complete, and the new lime feed equipment is currently being installed. In September 2019, the new lime silos arrived on-site and were set in place atop the building. The project is anticipated to be completed in Spring 2020.

Basin Modifications. Work at Basin 3, including metal repairs and new paint coatings, was completed in Spring 2019. Basin 2 was taken out of service in September 2019; the new equipment has been installed and will be ready for service in February 2020. Basin 4 will begin construction following the completion of Basin 2.

Alternative Disinfection. The new concrete disinfection basin is complete and untreated water from the well field is now flowing through it to the treatment basins. The chemical feed building has been constructed and is ready for interior equipment and piping. The project is anticipated to be completed in Spring 2020.

Above-Ground Clearwell. The new clearwell has been constructed and was put into service in June 2019.

This presentation will provide information on the construction progress of these Water Treatment Plant 2 projects.

FINANCIAL IMPACT:

The funding for the Water Treatment Plant 2 projects includes:

Water & Sewer Funds	\$3,721,225
SDF Funds	\$2,197,832
Revenue Bonds	\$15,480,153
Total	\$21,399,210

MEETING DATE: 2/4/2020

ACTION NEEDED:

No action is requested at this time. This presentation is for information only.

ATTACHMENT(S):

- A. PowerPoint Presentation

Water Treatment Plant 2 Construction Update

John Gilroy, PE
Environmental Services Manager

Lorrie Hill, PE
Project Manager

February 4, 2020



Water Treatment Plant 2



2012 Facility Plan



Completed

- Membrane Module Replacement (2015)
- Residuals Handling Basin (2015)
- Filter Rehabilitation (2017)



In Progress

- Lime Feed Building
- Basin Modifications
- Alternative Disinfection
- Clearwell Replacement

\$17.3 million



Future

- Electrical Modifications (2021)
- Chemical Feed Improvements
- Basin Expansion (2023)
- Residuals Basin Expansion (2027)
- Membrane Module Addition

Water Treatment Plant 2



Photo Credit: Crossland Heavy Contractors, LLC

Alternative Disinfection

1 Alternative Disinfection



Photo Credit: Crossland Heavy Contractors, LLC

Alternative Disinfection



Photo Credit: Crossland Heavy Contractors, LLC

Basin Modifications

2 Basin Modifications

Photo Credit: Crossland Heavy Contractors, LLC

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Basin Modifications



Lime Feed Improvements

3 Lime Feed Improvements



Photo Credit: Crossland Heavy Contractors, LLC

Lime Feed Improvements



Clearwell Replacement

4 Clearwell Replacement

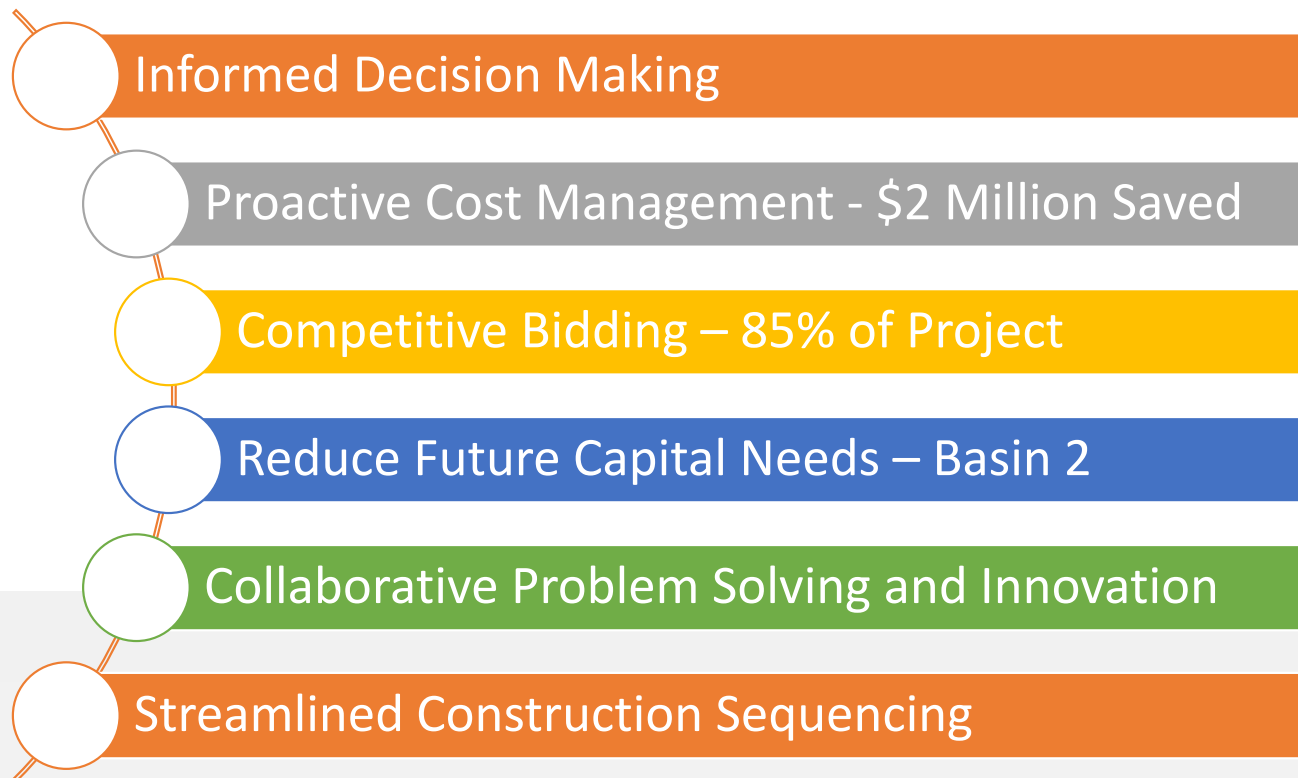
Photo Credit: Crossland Heavy Contractors, LLC

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Clearwell Replacement



CMAR Successes





Thank You!

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