



TRAFFIC OPERATIONS FACILITY TOUR, 309 N. ROGERS ROAD, 5:30 - 6:30 P.M.

1. CALL TO ORDER

2. EXECUTIVE SESSION

Consideration of motion to recess into an executive session to discuss the following items:

- A.** For preliminary discussions related to the acquisition of property pursuant to the exception provided in K.S.A. 75-4319(b)(6) regarding the acquisition of property for the I-35 & 119th Street Interchange Improvements Project, PN 3-C-026-16.

Staff Contact: Ron Shaver

3. RECONVENE FROM EXECUTIVE SESSION

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

5. PLEDGE OF ALLEGIANCE

6. SPECIAL PRESENTATION

- A.** Update on Coronavirus by Fire Chief DeGraffenreid.

7. PUBLIC HEARINGS

- A.** Consideration of a Public Hearing on a request by BCB Olathe Holdings LLC for issuance of industrial revenue bonds and tax phase in under a master resolution for the development of a headquarters facility and three front out parcels on a total of 17.3 acres located at 11730 Kansas City Road and the first phase project under this master resolution for the construction of the headquarters facility.

Staff Contact: Dianna Wright and Emily Vincent

Action needed: Consider a motion to close public hearing.

- B.** Consideration of Master Resolution No. 20-1022 on a request by BCB Olathe Holdings LLC for issuance of industrial revenue bonds and tax phase in for multiple projects.

Staff Contact: Dianna Wright and Emily Vincent

Action needed: Consider a motion to approve or deny.

- C. Consideration of Resolution No. 20-1023 on a request by BCB Olathe Holdings, LLC for issuance of industrial revenue bonds and tax phase in for the construction of a 70,000 sq. ft. headquarters facility located at 11730 Kansas City Road.

Staff Contact: Dianna Wright and Emily Vincent

Action needed: Consider a motion to approve or deny.

8. 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 March 3, 2020.

Staff Contact: Ron Shaver and Brenda Long

- B. Consideration of a cereal malt beverage license application for Aldi #7 located at 600 N. Millridge St. for calendar year 2020.

Staff Contact: Ron Shaver and Brenda Long

- C. Consideration of a new drinking establishment application for HyVee Market Grille #1464, located at 18101 W. 119th Street.

Staff Contact: Ron Shaver and Brenda Long

- D. Consideration of business expense statement for City Manager, Michael Wilkes, for expenses incurred to attend the National League of Cities Congressional Cities Conference in Washington, D.C. March 7- 10, 2020.

Staff Contact: Kim Delana

- E. Consideration of Resolution No. 20-1024 regarding Time Allocations and Rules of Conduct at City Council Meetings.

Staff Contact: Ron Shaver and Daniel Yoza

- F. Consideration of Resolution No. 20-1025 authorizing various improvements to the Water and Sewer System of the City and setting forth the intent to issue Water and Sewer Revenue Bonds.

Staff Contact: Dianna Wright, Mary Jaeger and Amy Tharnish

- G.** Request for the acceptance of the dedication of vacation of right-of-way and public easements for a final plat for Reserve at Ravenwood (FP20-0002) containing one (1) residential lot and three (3) common tracts on approximately 1.65± acres; Located at the Northeast corner W. 120th Terrace and Iowa Street. Planning Commission recommends approval 7 to 0.
Staff Contact: Aimee Nassif and Emily Carrillo
- H.** Consideration of renewal of contract to AdventHealth Centra Care: Corporate Care to provide pre-employment physicals and workers compensation services.
Staff Contact: Jeff DeGraffenreid, Dianna Wright and Amy Tharnish
- I.** Consideration of Consent Calendar.
Staff Contact: Mary Jaeger and Beth Wright
- J.** Consideration of a Professional Services Agreement with HDR Engineering, Inc. for design of the Lift Station Replacements Project, PN 1-C-020-15.
Staff Contact: Mary Jaeger and Beth Wright
- K.** Consideration of Engineer's Estimate, acceptance of bids and award of contract to Kansas Heavy Construction, LLC for construction of the Cedar Street Improvements Project, PN 3-R-001-20, and the Cedar Street Sanitary Sewer Rehabilitation Project, PN 1-R-001-19.
Staff Contact: Mary Jaeger and Beth Wright
- L.** Consideration of a Professional Services Agreement with Brungardt Honomichl & Company, P.A. for design of the Troost Street Improvements Project, PN 3-R-002-21.
Staff Contact: Mary Jaeger and Beth Wright
- M.** Consideration of a Professional Services Agreement with George Butler Associates, Inc. for design of the Stevenson Street Improvements Project, PN 3-R-003-21.
Staff Contact: Mary Jaeger and Beth Wright
- N.** Consideration of Supplemental Agreement No. 4 with HNTB Corporation for design of the I-35 and 119th Street Interchange Improvements Project, PN 3-C-026-16.
Staff Contact: Mary Jaeger and Beth Wright
- O.** Consideration of renewal of contract to Denovo, for JD Edwards EnterpriseOne Hosting and CNC Managed Services.
Staff Contact: Mike Sirna and Amy Tharnish

- P.** Acceptance of bid and consideration of award of contract to Custom Cut Metals for custom manufactured lattices, brackets, and fasteners for trellises for the new Indian Creek Library Park.

Staff Contact: Michael Meadors, Erin Vader and Amy Tharnish

- Q.** Acceptance of bids and considartion of award of contracts to Roberts Chevrolet Buick and Shawnee Mission Ford for the purchase and replacement of vehicles for the Police Department.

Staff Contact: Mike Butaud and Amy Tharnish

9. NEW BUSINESS-PUBLIC WORKS

- A.** Consideration of Resolution 20-1026 authorizing the 135th Street and Pflumm Road Geometric Improvements Project, PN 3-C-110-20.

Staff Contact: Mary Jaeger and Beth Wright

Action needed: Consider a motion to approve or deny.

- B.** Consideration of a Professional Services Agreement with Alfred Benesch & Company for design of the 135th Street and Pflumm Road Geometric Improvements Project, PN 3-C-110-20.

Staff Contact: Mary Jaeger and Beth Wright

Action needed: Consider a motion to approve or deny.

- C.** Consideration of Ordinance No. 20-07, RZ19-0022, requesting approval for a rezoning from R-1 and RP-1 to the R-1 (Residential Single-Family) District and a preliminary plat for Stonebridge Village containing 168 lots and 8 common tracts on 57.54± acres; located in the vicinity of West 165th Street and South Lindenwood Drive. Planning Commission recommends approval 9-0.

Staff Contact: Aimee Nassif and Kim Hollingsworth

Action needed: Motion to approve (4 positive votes), deny (5 positive votes required), or return to Planning Commission.

10. NEW CITY COUNCIL BUSINESS

11. END OF TELEVISED SESSION

12. ADDITIONAL ITEMS

13. 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.



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 3/17/2020

DEPARTMENT: Resource Management

STAFF CONTACT: Dianna Wright/Emily Vincent

SUBJECT: Consideration of a Public Hearing on a request by BCB Olathe Holdings LLC for issuance of industrial revenue bonds and tax phase in under a master resolution for the development of a headquarters facility and three front out parcels on a total of 17.3 acres located at 11730 Kansas City Road and the first phase project under this master resolution for the construction of the headquarters facility.

ITEM DESCRIPTION:

Consideration of a Public Hearing on a request by BCB Olathe Holdings LLC for issuance of industrial revenue bonds and tax phase in under a master resolution for the development of a headquarters facility and three front out parcels on a total of 17.3 acres located at 11730 Kansas City Road and the first phase project under this master resolution for the construction of the headquarters facility.

SUMMARY:

The City has received a master resolution IRB application from BCB Olathe Holdings, LLC requesting \$25,000,000 in industrial revenue bonds for the development of a headquarters facility and three front out parcels on a total of 17.3 acres.

The Master Resolution requests a 10-year, 50% property tax phase in for industrial use projects in conjunction with the issuance of the City's industrial revenue bonds.

The first phase project under this master resolution is requesting \$10,200,000 in industrial revenue bonds for the construction of 70,000 square feet of space for an office, showroom and warehouse headquarters facility for Builder's Stone. The project is located on a 8.47 acre parcel at 11730 Kansas City Road.

Builder's Stone is an existing Olathe business that is a full-service masonry company. With the construction of the headquarters they will be relocating 164 existing Olathe employees to the new location.

The first phase capital investment of \$10,200,000 exceeds the City's tax abatement policy requirement of an investment no less than \$5,000,000 for an existing business. In addition, this project will be generating new jobs and wages for the community and the cost benefit report illustrates that this project exceeds the targeted cost benefit ratio.

- The first phase project request of \$10,200,000 in industrial revenue bonds consists of;
 - \$1,300,000 to acquire land
 - \$7,400,000 to construct the building and other costs
 - \$1,500,000 for furniture, fixtures & equipment

MEETING DATE: 3/17/2020

- The first phase project creates 160 new jobs over the next 10 years.
 - Average salaries of new jobs:
 - Year one = \$74,000
 - Year ten = \$98,428
 - \$2,960,000 approximately in new annual wages in year 1
 - \$15,748,480 approximately in new annual wages in year 10
 - \$98,460,210 approximately in total new wages over the next 10 years
- Property taxes over the 10-year period with 50% property tax phase in on this first phase project:
 - All jurisdictions = \$84,549 annually / \$845,490 10-year total
 - Olathe = \$16,239 annually / \$162,390 10-year total
 - Olathe's current annual property tax revenue from the property is \$248
 - Upon retirement of the tax phase in, the City will receive approximately a total of \$32,478 in annual property tax revenue
- Overall the first phase project has a positive fiscal/economic impact on the community with a cost benefit ratio of 6.0, which exceeds the target of 1.3 to 1.

FINANCIAL IMPACT:

See attached materials for more detailed fiscal impact information.

ACTION NEEDED:

Conduct the Public Hearing.

ATTACHMENT(S):

Attachment A: Master Resolution and First Phase Application Attachment B: Executive Summary
Attachment C: Firm Data Sheet Attachment D: Cost Benefit Report



CITY OF OLATHE, KANSAS
APPLICATION FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS
(IRB)

Master Park Resolution - Existing Olathe Company

This application is being submitted under a Master Resolution of Intent approved for _____ by the City Council on _____.

This application is submitted in conformance with the city's tax abatement policy. It is understood that the city may require in lieu payments for property which becomes tax exempt. The attached sheets, if any, are submitted as Exhibits A-G of this application. This application must be submitted within sufficient time to meet procedural requirements of the abatement policy, (refer to the tax abatement calendar).

A non-refundable \$2,000 application / filing fee must accompany this application. If bonds are issued, the City will require an issuance fee of .0025 of the first \$40 million of bonds issued plus .0020 of the amount of bonds issued in excess of \$40 million (issuance fee shall not be less than \$2,500. For warehouse distribution or logistics-type projects the City will require an issuance fee of .0030 of the par amount of bonds being issued (which amount shall not be less than \$2,500). Additionally, the applicant shall be responsible for bond counsel fees, trustee fees and other fees associated with the issuance of the bonds. See Section 6 of Resolution No.18-1111 and contact Bond Council for a more detailed explanation of the fees.

BCB Olathe Holdings LLC

Applicant's Name

brandon@buildersstonekc.com

913-486-9672

Applicant's Email Address

616 N. Rogers Road Olathe, KS 66062

Telephone Number

Applicant's Address

Brandon Becker - President

913-486-9672

Name and Title of Responsible Officer/Contact

Telephone Number

Address (if other than corporate address)

Scott Anderson

Attorney for Applicant

sanderson@salegaladvisors.com

816-877-7067

Attorney's Email Address

8801 Renner Blvd Ste 403 Lenexa, KS 66219

Telephone Number

Attorney's Address

Builder's Stone/TBD Bank

Bond Purchaser/Underwriter for Applicant

Bond Purchaser/Underwriter's Address

Gary Anderson - Gilmore & Bell

Telephone Number

Bond Counsel for Applicant

Bond Counsel's Address

Telephone Number

I. BUSINESS INFORMATION

If the applicant corporation, or its parent, is a publicly-held corporation and regularly files annual reports on Form 10-K, respectively attach as a part of this application: Exhibit A - a copy of the most recent Form 10-K, and Exhibit B - the applicant's most recent annual report to shareholders.

A. In what line or lines of business is the applicant engaged?

Applicant is developing the property. The first project is Builder's Stone and Masonry Inc (BSM) is a supplier and installer of Outdoor Living Products, Masonry & Plaster products for Residential Homeowners/Contractors, as well as the Commercial General Contractors. BSM is headquartered in Olathe KS and has offices in Wichita, Denver, Co., and Salt Lake City, Ut.

B. Is the applicant (or its parent) a proprietorship, partnership, or corporation (LLC)?

Corporation (LLC)



C. Year and State of incorporation 2019- Kansas

If proprietorship, partnership, or close corporation, list the names of owners and the approximate amounts owned by each of its principal stockholders.

Brandon Becker - 100%

D. List the names and titles of the officers of the applicant firm:

Brandon Becker - CEO

E. List the name of the certified public accounting firm (or firms) which has performed audits of the applicant's (or its parent's) books and records for the past three (3) years. Attach financial reports (income statements, retained earnings statements, changes in working capital, balance sheets, etc.) for same years as Exhibit C.

N/A, as this LLC was formed for the sole purpose of this project there are not yet any financial reports to submit.

F. Have the applicant's credit instruments been rated by a rating service? No



Indicate name of rating service and types of instruments. Attach most recent copy of credit rating report as Exhibit D.

G Describe all outstanding or threatened litigation:

None

II. THE PROJECT

Briefly describe the nature of the proposed project, including information as to the structure itself (size of building, amount of land to be purchased, etc.), whether it is an expansion of an existing facility or the construction of a new facility, and what products or services are to be manufactured or provided there.

Development and Construction of a 70,000 sq ft National Headquarters Building with Office, Showroom, and Warehouse components. For Builder's Stone as well as the development of three front out parcels for TBD future tenants.

Approximate amount requested for:		<u>Entire Project</u>	<u>First Phase Project</u>
Land*	\$	2,600,000	1,300,000
Building	\$	16,000,000	7,100,000
Machinery and Equipment	\$	4,000,000	1,500,000
Pollution Control Facilities	\$	0	0
Other Costs**	\$	2,400,000	300,000
Total	\$	25,000,000	10,200,000

* Attach a legal description of property as Exhibit E

** State other costs:

B. Does the applicant, or its parent, presently have offices or industrial facilities located in Olathe, Kansas? Yes If so, describe.

21,000 sq ft of showroom, office and warehouse located at 616 N. Rogers Rd.

C. Where is the location of the project?

11730 Kansas City Road, Olathe, KS

D. Is the prospective location properly zoned? Yes If a zoning change is pending, cite application number and present status. If application has not been made, briefly describe what change will be needed and plans for submitting application:

Rezoning from CTY PEC-3 and M-2 to C-3 has been approved by city council as of 12/9/19 under application RZ19-0006.

E. Describe the type of buildings to be constructed and type of machinery and equipment to be financed?

Masonry/EIFS/Stone/Glass Curtainwall for BSM Building and will be high quality building materials on 3 sides which will greatly exceed all minimum zoning requirements. Will be warehouse and metal panel on 4th side, which will be relegated to the back of the lot and will not be visible from any street or any location in Olathe. The 3 front parcel lots will meet or exceed CP architectural requirements.

F. Will the applicant be in direct competition with other local firms? Yes If so, name the firms:

Various other local developers

Describe the nature of the competition:

The first phase applicant will be in competition with other local area manufactured stone companies. The master application will be in competition with other local developers to fill the three pad sites.

G. Are adequate public streets and utilities available to the proposed site? Yes

H. Specify if unusual demands for water and sewer will be made?

Sewer and water main extensions will have to be completed.

I. Does the applicant plan to use the City of Olathe solid waste service? No ☒. If not, please identify special solid waste requirements or arrangements already made:

We are under contract with a different provider. I am not opposed to using Olathe, but previously there had been some issues with our waste that some of it was heavy masonry/stone type items and separation with normal trash and it takes specialized compactors to handle the masonry components intermixed with pallets/trash/etc.

J. What percentage of usable floor space will be occupied by applicant? 70 What percentage will be occupied by other occupants? 30 Indicate each occupant, if known.

Unknown, but will be seeking office/showroom type tenant to occupy the remainder of the building.

K. Name and address of construction contractor and/or architect:

Architect is Rose Design Build

Contractor will be Builder's Stone and Masonry Inc.

L. How many persons will be employed at the project? 160 Will this project represent an increase in employment opportunities in Olathe, Kansas? Yes
* Please complete Appendix I on page 10.

M. Briefly describe the approximate number of persons to be employed by the project at all levels (e.g. - management, office, skilled and unskilled):

See appendix II of the firm data sheet for a year-by-year breakout of the new employees and the positions to be hired

N. What dollar amount, and percentage of the applicant's total projected annual sales for the next ten (10) years, is expected to be generated by the project?

See firm data sheet for sales increase information for each of the 10-years of the project.

O. What percentage of sales will be sold locally? 30% Is this percentage increasing, decreasing, or remaining stable from the current trend? Increasing

P. What is the estimated annual amount of merchandise and services purchased locally by the applicant?

See the firm data sheet for year-by-year breakout of purchases of the firm

Q. Is there likelihood for expansion of the proposed facility within three (3) years? No
If such expansion is contemplated, please describe:



R. Has, or will, an environmental audit be performed for the site? Yes

-

III. FINANCING

A. Will the applicant pledge any assets other than the project itself to secure the bonds? No
If so, what?



B. Will a bond and interest reserve be provided for? No ☐ State amount and source of funding.

C. What portion of the project will be financed from funds other than bond proceeds?
0%

What is the source of such funds?

D. What will be the applicant's equity investment? Please describe:

E. Does the applicant have any major contractual arrangements that would tend to assure, or be a detriment to, the successful financing and marketing of the proposed bonds? No ☐
If so, please describe:

F. List previous participation in IRB financing:
665-695 N Lindenwood

G. Has a bond underwriter determined whether or not the bonds are marketable? No ☐ If so, describe its determination and attach statement as Exhibit F.

H. Have arrangements been made for the marketing of the bonds? No ☐ Describe interest rate structure and term of bonds.

I. Indicate whether bonds will be publicly or privately placed.

Private

J. Has the applicant considered conventional financing?

N/A

K. Does the applicant, or its parent, intend to purchase all or any part of the proposed bond issue?

Yes - 100%

L. Indicate name of primary officer, institution name, and address of trustee and/or fiscal agent.

Security Bank of Kansas City

M. Proposed date of issuing the bonds: TBD

N. ***Prior to the contractor starting construction on the project***, the applicant shall **notify the City Clerk** whether or not to proceed with an application for **a sales tax exemption** from the state of Kansas. *Prior to, or at completion, of the project*, the applicant shall inform the City Clerk to proceed with the appropriate filing with the state board of tax appeals for a tax abatement on the project.

IV. FINANCIAL PLAN

Attach, as Exhibit G of this application, **projected proforma statements** for the first ten (10) years of operations which include revenue projections, operating expense projections, and debt amortization schedule.

V. TAXES

A. What is the requested tax abatement term in years? 10 Percentage requested 50%

B. If a Fixed PILOT payment is proposed for the project, please outline proposed structure:

Unknown

- C. Under normal circumstances, the City will require payment in lieu of payments for property which becomes tax exempt. If tax abatement is requested, please describe special features or benefits of the project, which would justify tax abatements at the requested percentage and term. Include information about other local revenues associated with the project, such as sales taxes and franchise fees.

The primary benefit is for the growth and expansion of an existing Olathe business.


VI. CERTIFICATION OF APPLICANT

Applicant understands and agrees to pay all fees described on Page 1 of this application.

Applicant agrees to comply with the provisions of Chapter 2.82 of the Olathe Municipal Code (the "Code") regarding Public Art for the Project or to pay the necessary payment to the City's Public Art Fund.

It is understood that a performance agreement shall be required, as set forth in the City's tax abatement policy, for applications requesting tax abatement. I hereby swear that the foregoing and attached information dated this 13th day of December 2019, is true and correct to the best of my knowledge.

Further, it is understood that additional information may be requested by the City of Olathe to assist the Governing Body in its consideration of this matter.

Signed 
Name

By ^{Manager} Brandon Becker
Title of Responsible Officer

APPENDIX I*

EMPLOYMENT INFORMATION

APPLICATION FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS

State law requires a fiscal impact analysis be performed prior to the issuance of a tax abatement. Information provided in sections A and B of Appendix I is essential in order for the city to meet this requirement.

A. Current number of employees at firm's present site. 164

Occupational Classification	Total	Average Starting Wage	Average Maximum Wage	Number By County of Residence *
<u>Management</u>	<u>10</u>	<u>120000</u>	<u>300000</u>	Johnson
				Other
<u>Office / Clerical</u>	<u>12</u>	<u>45000</u>	<u>75000</u>	Johnson
				Other
<u>Professional</u>	<u>20</u>	<u>55000</u>	<u>100000</u>	Johnson
				Other
<u>Skilled</u>	<u>92</u>	<u>48000</u>	<u>70000</u>	Johnson
				Other
<u>Unskilled</u>	<u>30</u>	<u>30000</u>	<u>45000</u>	Johnson
				Other
				Johnson
				Other

* To be completed by firms with current operations in the Kansas City Metropolitan area.

EXHIBIT A

Insert or attach here:

EXHIBIT B

Insert or attach here:

EXHIBIT C

Insert or attach here:

EXHIBIT D

Insert or attach here:

EXHIBIT E

Insert or attach here:

Tract 1 LEGAL DESCRIPTION

A TRACT OF LAND WITHIN THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 13 SOUTH, RANGE 24 EAST IN THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF THE SAID SOUTHWEST ONE-QUARTER; THENCE NORTH 00° 23' 28" WEST, (DEEDED NORTH 01° 28' 00" WEST) ALONG THE WEST LINE OF THE SAID SOUTHEAST ONE-QUARTER, A DISTANCE OF 782.66 FEET; THENCE SOUTH 89° 56' 53" EAST, (DEEDED NORTH 88° 13' 07" EAST) A DISTANCE OF 456.71 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 89° 56' 53" EAST A DISTANCE OF 577.35 FEET TO A POINT; THENCE SOUTH 45° 03' 37" WEST, (DEEDED NORTH 43° 13' 37" EAST) A DISTANCE OF 348.20 FEET TO A POINT; THENCE NORTH 53° 18' 59" WEST, (DEEDED NORTH 55° 08' 59" WEST) A DISTANCE OF 412.59 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART USED OR DEDICATED FOR STREETS, ROADS OR PUBLIC RIGHTS OF WAY.

Tract 2 LEGAL DESCRIPTION

EXHIBIT A

7.87 ACRES IN THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 17, TOWNSHIP 13, RANGE 24, IN JOHNSON COUNTY, KANSAS. THE 7.87 ACRES OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 17, TOWNSHIP 13, RANGE 24, BEING IMMEDIATELY SOUTH OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 17, TOWNSHIP 13, RANGE 24, AND BEING A STRIP 259.6 FEET WIDE AND 1,321 FEET LONG AND KNOWN AS TRACT NO. 1.

ALSO RIGHT OF WAY TO U.S. NO. 50 FROM SOUTHEAST CORNER OF TRACT IN SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ RIGHT OF WAY BEING 25 FEET WIDE.

AND A TRACT OF LAND CONTAINING 7.87 ACRES, MORE OR LESS, BEING DESIGNATED AS TRACT NO. 2, ON A CERTAIN CERTIFICATE OF SURVEY WHICH IS RECORDED IN PLAT BOOK 8, PAGE 9, IN THE OFFICE OF THE REGISTER OF DEEDS OF JOHNSON COUNTY, KANSAS SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS 782.9 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 17, TOWNSHIP 13, RANGE 24, THENCE NORTH 282.1 FEET; THENCE EAST 1,321.0 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 17, WHICH IS 259.6 FEET SOUTH OF THE NORTHEAST CORNER THEREOF, THENCE SOUTH ALONG SAID EAST LINE TO THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY #50, THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY A DISTANCE OF 346.3 FEET, THENCE DUE WEST 1,077.5 FEET TO THE POINT OF BEGINNING; (EXCEPTING THERE FROM A STRIP OF LAND 25 FEET WIDE EAST AND WEST OFF THE EAST END OF SAID TRACT WHICH IS RESERVED FOR ROADWAY TO CONNECT TRACT NO. 1 OF SAID SURVEY WITH U.S. HIGHWAY NO. 50).

EXCEPT ANY PART TAKEN, USED OR DEDICATED FOR ROADS OR PUBLIC RIGHTS OF WAY.

EXHIBIT F

Insert or attach here:

EXHIBIT G

Insert or attach here:

BSM Olathe - Kansas City Road
Acquisition & Development Pro Forma

Building and Land Acquisition	Acres	Lot SF	Site \$	\$/SF
2500 E Kansas City Road	1.63	71,046	\$ 600,000	\$ 8.45
11730 S Kansas City Road	15.72	684,763	\$ 2,000,000	\$ 2.92
Total Building & Land	17.35	755,810	\$ 2,600,000	\$ 3.44

Development Costs			
Professional Services & Soft Costs	\$	1,482,000	
General Conditions	\$	486,000	
Sitework	\$	1,611,286	
Concrete & Asphalt	\$	3,490,000	
Metals	\$	3,100,000	
Masonry	\$	110,000	
Thermal Protection	\$	50,000	
Doors & Windows	\$	370,000	
Finishes	\$	74,000	
Equipment	\$	1,010,000	
Special Construction	\$	480,000	
Mechanical	\$	245,000	
Electrical	\$	228,000	
Tenant Fit Out Work	\$	496,000	
Construction Management	\$	992,000	
Contingency	10.00%	\$ 1,422,429	
Total Development Costs	\$	15,646,715	
TOTAL PROJECT COSTS	\$	18,246,715	

OPERATING		
Lease Income	Bldg SF	\$/SF/Year
BSM Net Rentals	70,000	\$ 8.25
Bldg B Net Rentals	21,000	\$ 9.43
Bldg C Net Rentals	31,500	\$ 8.58
Bldg D Net Rentals	17,500	\$ 8.22
Expense Reimbursement		
Vacant/Credit Loss		10.00%
Effective Gross Income	140,000	

Operating Expenses	\$/SF/Year
Real Estate Taxes (with 50% tax abatement)	\$ 1.20
Property Insurance	\$ 0.25
Common Area Maintenance	\$ 1.25
Property Management	3.00%
Total Operating Expenses	

Net Operating Income

May-20	Apr-21	Apr-22	Apr-23	Apr-24	Apr-25	Apr-26	Apr-27	Apr-28	Apr-29	Apr-30
0	1	2	3	4	5	6	7	8	9	10
\$ 600,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 2,600,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

\$ -	\$ 741,000	\$ 222,300	\$ 333,450	\$ 185,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ 243,000	\$ 72,900	\$ 109,350	\$ 60,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ 1,192,000	\$ 357,600	\$ 53,640	\$ 8,046	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ 1,745,000	\$ 523,500	\$ 785,250	\$ 436,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ 1,550,000	\$ 465,000	\$ 697,500	\$ 387,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ 55,000	\$ 16,500	\$ 24,750	\$ 13,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ 25,000	\$ 7,500	\$ 11,250	\$ 6,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ 185,000	\$ 55,500	\$ 83,250	\$ 46,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ 37,000	\$ 11,100	\$ 16,650	\$ 9,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ 505,000	\$ 151,500	\$ 227,250	\$ 126,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ 240,000	\$ 72,000	\$ 108,000	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ 122,500	\$ 36,750	\$ 55,125	\$ 30,625	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ 114,000	\$ 34,200	\$ 51,300	\$ 28,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ 248,000	\$ 74,400	\$ 111,600	\$ 62,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ 496,000	\$ 148,800	\$ 223,200	\$ 124,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ 749,850	\$ 224,955	\$ 289,157	\$ 158,467	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ 8,248,350	\$ 2,474,505	\$ 3,180,722	\$ 1,743,138	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 2,600,000	\$ 8,248,350	\$ 2,474,505	\$ 3,180,722	\$ 1,743,138	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

May-20	Apr-21	Apr-22	Apr-23	Apr-24	Apr-25	Apr-26	Apr-27	Apr-28	Apr-29	Apr-30
0	1	2	3	4	5	6	7	8	9	10
\$ -	\$ -	\$ 577,385	\$ 586,045	\$ 594,836	\$ 603,758	\$ 612,815	\$ 622,007	\$ 631,337	\$ 640,807	\$ 650,419
\$ -	\$ -	\$ -	\$ 197,960	\$ 200,930	\$ 203,944	\$ 207,003	\$ 210,108	\$ 213,260	\$ 216,458	\$ 219,705
\$ -	\$ -	\$ -	\$ -	\$ 270,361	\$ 274,417	\$ 278,533	\$ 282,711	\$ 286,952	\$ 291,256	\$ 295,625
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 143,809	\$ 145,966	\$ 148,156	\$ 150,378	\$ 152,634	\$ 154,923
\$ -	\$ -	\$ 215,154	\$ 280,840	\$ 378,420	\$ 432,736	\$ 441,391	\$ 450,218	\$ 459,223	\$ 468,407	\$ 475,433
\$ -	\$ -	\$ 79,254	\$ 106,485	\$ 144,455	\$ 165,866	\$ 168,571	\$ 171,320	\$ 174,115	\$ 176,956	\$ 179,611
\$ -	\$ -	\$ 871,792	\$ 1,171,330	\$ 1,589,002	\$ 1,824,530	\$ 1,854,278	\$ 1,884,520	\$ 1,915,264	\$ 1,946,519	\$ 1,975,716

		70,000	91,000	122,500	140,000					
\$ -	\$ -	\$ 84,000	\$ 109,200	\$ 147,000	\$ 168,000	\$ 171,360	\$ 174,787	\$ 178,283	\$ 181,849	\$ 185,486
\$ -	\$ -	\$ 17,500	\$ 22,750	\$ 30,625	\$ 35,000	\$ 35,700	\$ 36,414	\$ 37,142	\$ 37,885	\$ 38,643
\$ -	\$ -	\$ 87,500	\$ 113,750	\$ 153,125	\$ 175,000	\$ 178,500	\$ 182,070	\$ 185,711	\$ 189,426	\$ 193,214
\$ -	\$ -	\$ 26,154	\$ 35,140	\$ 47,670	\$ 54,736	\$ 55,831	\$ 56,947	\$ 58,086	\$ 59,248	\$ 60,433
\$ -	\$ -	\$ 215,153.76	\$ 280,839.90	\$ 378,420.06	\$ 432,735.90	\$ 441,390.62	\$ 450,218.44	\$ 459,222.80	\$ 468,407.26	\$ 477,775.41

\$ (2,600,000)	\$ (8,248,350)	\$ (1,817,867)	\$ (2,290,231)	\$ (532,556)	\$ 1,391,794	\$ 1,412,888	\$ 1,434,302	\$ 1,456,041	\$ 1,478,111	\$ 1,497,941
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March 3, 2020

Single Series Bonds
BCB Olathe Holdings LLC
(Builder's Stone & Masonry Inc.)
Industrial Revenue Bond & Tax Phase-In Project
Executive Summary



Located on 54% of the following Parcel:
DF241317-2007

Introduction

The City has received an approximately \$10,200,000 industrial revenue bond application from Builder's Stone & Masonry Inc. ("Applicant") for construction of an office, showroom and warehouse facility on 8.47 acres at 11730 Kansas City Road. The Applicant anticipates construction of approximately 70,000 square feet of space to accommodate office, showroom and warehouse uses. The Applicant seeks to have the project, which will be constructed on a 8.47-acre parcel BCB Olathe Holdings LLC planned development, receive a 10-year, 50% property tax phase-in in conjunction with the issuance of the City's industrial revenue bonds. This project is applying for and falls under the City's tax abatement policy for a master resolution abatement, Resolution 19-1071 and Policy F-5 with an investment over \$5 million for existing businesses. The master resolution will have an overall investment of \$25 million in land, buildings, FF&E and infrastructure cost.

Bonds for this first phase project are expected to be issued in one series. This series of bonds to be issued would allow the Applicant to construct 70,000 square foot of office, showroom and warehouse space on a 8.47-acre parcel. The Applicant requests issuance of an amount not to exceed \$10,200,000 of industrial revenue bonds for construction of this building. The proceeds from the bonds would be divided as follows: \$1,300,000 of the bonds would cover costs to acquire the land for the project, \$7,400,000 of the bonds would cover costs to construct the building and other costs, and \$1,500,000 would be allocated to cover costs to purchase machinery and equipment for the building.

The following information about this request relates to the projected impacts of the first phase building planned for construction and was derived from the attached application materials.

Employment

The project is expected to create 160 new jobs over the next 10 years. The average salaries are expected to be \$74,000 in the first year and growing to \$98,428 in the final year. These jobs would create approximately \$98,460,210 in total new wages to the Olathe economy over the next

10 years. This project also retains 164 existing Olathe jobs with this expansion. The company has double in size since 2018.

Machinery & Equipment

The application includes a request for \$1,500,000 in bond revenues for furniture, fixtures and equipment to outfit the facility for this first phase project.

IRB Request

This request is for a master resolution to be created in an amount not to exceed \$25,000,000. The first series request is to issue industrial revenue bonds in a single series for the construction of 70,000 square feet of space not to exceed \$10,200,000. It is anticipated that the bonds will be taxable industrial revenue bonds backed by the revenue generated from the facility. The applicant plans to purchase the bonds.

Tax Abatement Request

The Applicant is requesting a 10-year, 50% property tax phase-in for its project, under the City's Tax Abatement Resolution 19-1071 and Policy F-5. The abatement would be for the new investment in improvements associated with the request to issue bonds for the project. The level of capital investment meets the criteria for a 10-year property tax phase-in for existing businesses under the City's tax abatement policy, Resolution No. 19-1071, as the industrial park will result in an investment over \$5 million (existing Olathe business application).

Taxes

Current property taxes at this site (8.47 acres portioned out of a 15.7 acre site) (all jurisdictions): \$1,293 (\$40,700 appraised value for 2020 and \$10,215 assessed value for 2020). Olathe's current tax revenue from the property is \$248. The future additional property taxes generated by this project have been computed using a targeted level of real property estimated appraised value at build out that is \$5,325,000 (building only). This investment will result in approximately \$169,098 in annual property taxes at full value for all taxing jurisdictions, and \$32,478 in property taxes to the City. With a 50% property tax phase-in, the tax revenue will be approximately \$845,490 for all jurisdictions over the 10-year abatement period, and \$162,390 to the City over the 10-year abatement period.

Sales

The project is expected to facilitate \$7,500,000 in new annual sales the first year and varying throughout the term as growth is projected. Sales level off at \$3,000,000 in the final four years of the abatement. A total of \$33,000,000 in new sales is expected over the 10-year life of the abatement project as a result of the facility being constructed.

Special Assessments

There are currently no special assessments associated with this property.

Franchise Fees

It is expected that the project will generate \$10,300 in new franchise fees the first year and \$103,000 in franchise fees over the 10-year period.

Water, Sewer & Garbage

The applicant anticipates generating an additional \$96,000 in revenue from increased water and sewer service during the 10-year abatement period.

Local Competition

The first phase applicant will be in competition with other local area manufactured stone companies. The master application will be in competition with other local developers to fill the three pad sites.

Annual Purchases

The applicant has projected that the project would generate approximately \$1,000,000 in new operating expenditures to be purchased in the first each year and decrease to \$250,000 in the final seven years. Those purchases will total \$3,750,000 over the 10-year period, approximately 100% which will potentially be subject to sales taxes over the abatement period.

Cost-Benefit Analysis

As required by Kansas law, staff completed a cost-benefit analysis of the project on the City of Olathe. The Kansas, Inc. model reflects the impact upon the city, county, school district, and state. A variety of information concerning the firm, the construction, and the community was input into the model.

The cost-benefit model shows that the facility will have a benefit to cost ratio of 6.00 to 1 for the City of Olathe, which translates into an annual rate of return on the City's investment of taxes abated of 599.53%. The payback period for incentives and taxes abated will be during the construction period.

County & School District Impact

It is expected that the project will bring approximately 208 total new jobs (direct and in-direct) to the City, with 354 new residents moving into Johnson County over the next 10 years. This project will be located in the Olathe School District. Of the new residents, 70% are expected to move into the Olathe School District. The impact on the school district would be about 123 new students over the next 10 years. Per Kansas law, the City will provide written information to the County and the School District pertaining to this request.

Performance Agreement

The applicant has been informed that a performance agreement will be required as part of a tax abatement for the project which is locating at 11730 Kansas City Road. The minimum targeted expenditures would be approximately 80% of the projected bond issuance for this project, or \$8,160,000.

Firm Data Sheet

Information for firm that will occupy the facility and its employees

PLEASE NOTE APPENDIX TWO (BOTTOM TABS)

Name of Firm

Builder's Stone & Masonry Inc.

Description of the firm's location or expansion in the community:

Currently at 616 N Rogers Rd, Olathe KS; wanting to expand to 11730 S Kansas City Rd

Requested tax abatement term in years 10 Abatement percentage requested 50%

Square footage of the facility 70,000

Acreage of land the project will occupy 8.47 of the 17.3 acres

NAICS or SIC Code _____

Market Value of the firm's initial new or additional investment in:

<i>Land</i>	<u>\$1,300,000</u>
<i>Building and Improvements</i>	<u>\$7,100,000</u>
<i>Furniture, Fixtures and Equipment</i>	<u>\$1,500,000</u>
<i>Other Costs</i>	<u>\$300,000</u>
<i>Total</i>	<u>\$10,200,000</u>

Project expansion (if acceptable):

Year of expansion _____

Additional investment in:

<i>Land</i>	_____
<i>Building and Improvements</i>	_____
<i>Furniture, Fixtures and Equipment</i>	_____

Total Sales (from the most current completed fiscal year):

Year 2018 *Sales* \$34,000,000

New or additional sales of the firm - as a result of the project:

<i>Year</i>			
<i>1</i>	<u>\$7,500,000</u>	<i>6</i>	<u>\$4,000,000</u>
<i>2</i>	<u>\$3,500,000</u>	<i>7</i>	<u>\$3,000,000</u>
<i>3</i>	<u>\$2,000,000</u>	<i>8</i>	<u>\$3,000,000</u>
<i>4</i>	<u>\$2,000,000</u>	<i>9</i>	<u>\$3,000,000</u>
<i>5</i>	<u>\$2,000,000</u>	<i>10</i>	<u>\$3,000,000</u>

Percent of those sales subject to sales tax in the:

<i>City (Olathe)</i>	<u>60%</u>
<i>County (Johnson)</i>	<u>70%</u>

State (Kansas) 75%

Annual net taxable income, as a percent of sales, on which state corporate income taxes will be computed: 20%

New or Additional annual purchases of the firm as a result of the project:
(items used in operations of business, not inventory that will be sold)

Year	
1	<u>\$1,000,000</u>
2	<u>\$600,000</u>
3	<u>\$400,000</u>
4	<u>\$250,000</u>
5	<u>\$250,000</u>
6	<u>\$250,000</u>
7	<u>\$250,000</u>
8	<u>\$250,000</u>
9	<u>\$250,000</u>
10	<u>\$250,000</u>

Percent of those purchases subject to sales taxes in the:

City (Olathe)	<u>100%</u>
County (Johnson)	<u>100%</u>
State (Kansas)	<u>100%</u>

Additional annual utilities that will be used by the firm as a result of the project

Water	<u>\$40,000</u>
Wastewater	<u>\$40,000</u>
Telephone	<u>\$36,000</u>
Electricity	<u>\$110,000</u>
Gas	<u>\$40,000</u>
Garbage	<u>\$40,000</u>
Cable	<u>\$20,000</u>

Number of new employees to be hired each year (to be used to complete Appendix II)

Year	
1	<u>40</u>
2	<u>30</u>
3	<u>20</u>
4	<u>10</u>
5	<u>10</u>
6	<u>10</u>
7	<u>10</u>
8	<u>10</u>
9	<u>10</u>
10	<u>10</u>

Number of new employees moving to the county each year (use numbers from above):

<i>Year</i>	<i>From Out-of-State</i>	<i>From Another Kansas County</i>	<i>Will not move</i>	<i>Total</i>
1	5	15	20	40
2	5	10	15	30
3	3	10	7	20
4	2	3	5	10
5	2	3	5	10
6	2	3	5	10
7	2	3	5	10
8	2	3	5	10
9	2	3	5	10
10	2	3	5	10
<i>Total</i>	27	56	77	160

Average annual salary of all employees:

<i>Year</i>	
1	\$74,000
2	\$77,700
3	\$80,031
4	\$82,432
5	\$84,905
6	\$87,452
7	\$90,076
8	\$92,778
9	\$95,561
10	\$98,428

Household size of a typical new worker 4

Number of school age children in the household of a typical new worker 2

Construction

Initial construction or expansion

Cost of Construction at the firm's new or expanded facility \$7,100,000

If construction is by an outside contractor, estimate percent profit on the cost of construction:

Total construction salaries (A) \$4,970,000

Amount paid to average construction worker during the construction period (B) \$62,125 $A \div C = B$

Number of construction workers (C) 80

Household size of an average construction worker 4

Expansion II (if applicable):

Cost of Construction at the firm's new or expanded facility _____

If construction is by an outside contractor, estimate percent profit on the cost of construction: _____

Total construction salaries (A) _____

Amount paid to average construction worker during the construction period (B) _____ $A \div C = B$

Number of construction workers (C) _____

Household size of an average construction worker _____

Visitors

Number of out-of-town visitors expected at the firm:

Year			
1	<u>800</u>	6	<u>1050</u>
2	<u>850</u>	7	<u>1100</u>
3	<u>900</u>	8	<u>1150</u>
4	<u>950</u>	9	<u>1200</u>
5	<u>1000</u>	10	<u>1250</u>

Number of days that each visitor will stay in the area 2

Number of nights that a typical visitor will stay in a local hotel or motel:

In the City of Olathe 1

Anywhere in the county _____

Firm Data Sheet
January 2015

Sales Tax Exemption Certificate

Prior to the contractor starting construction on the project, that applicant shall notify the City Clerk whether or not to proceed with an applicant for a sales tax exemption from the state of Kansas.

Project Completion and Processing of the Tax Abatement

Prior to the completion of the project, the applicant shall inform the City and Bond Counsel to proceed with the state board of tax appeals for a tax abatement on the project.

APPENDIX II (must correspond with above information)														
New jobs to be created in each of the next ten years														
Occupational Classification	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10		Average Starting Wage (use current pay scale)		
Management	1	1	1	1	1	2	1	1	1	1	11	\$120,000		
Office / Clerical	3	3	3	3	3	2	2	3	3	3	28	\$45,000		
Professional	1	0	0	0	0	2	2	0	0	0	5	\$55,000		
Skilled	10	10	10	10	9	10	10	9	9	9	96	\$48,000		
Unskilled	2	2	2	2	2	2	2	2	2	2	20	\$30,000		
Total	17	16	16	16	15	18	17	15	15	15		160		

A Tax Abatement Cost-Benefit Analysis of BCB Olathe Holdings LLC

City or County where the firm is or will be located: City of Olathe

Date of Analysis: Tuesday, February 25, 2020

Description of the firm's location or expansion in the community:

Builders Stone & Masonry Inc. Headquarters

This report includes an analysis of costs and benefits from the firm for the following taxing entities, where the firm is or will be located. These taxing entities, with the exception of a neighboring school district, if shown, are considering tax abatements or incentives for the firm:

City:	Olathe
County:	Johnson
School District:	Olathe School District
A neighboring School District:	Gardner Edgerton
Special Taxing District:	Johnson County Community Colleg
Special Taxing District:	None
State of Kansas	

Contents of this report:

About this Cost-Benefit Analysis Report	Page 2
Summary of Costs and Benefits for all Taxing Entities	Page 4
The Economic Impact that the Firm will have on the Community	Page 6
Costs and Benefits for:	
City:	Olathe
County:	Johnson
School District:	Olathe School District
A neighboring School District:	Gardner Edgerton
Special Taxing District:	Johnson County Community College
Special Taxing District:	None
State of Kansas	

Data Used in this Analysis, if included , follows the Costs and Benefits for the State of Kansas

About this Cost-Benefit Analysis Report

This cost-benefit analysis report was prepared using the Kansas Tax Abatement Cost-Benefit Model - a computer program that analyzes economic and fiscal impact. The pages that follow, in this report, show the impact that the firm included in this analysis, the firm's employees and workers in spin-off jobs will have on the community and the state.

The economic impact over the next ten years is calculated along with the accompanying public costs and benefits for the State of Kansas and the taxing entities included in this analysis.

This analysis also shows the effect of tax abatements and incentives that may be considered for the firm

Here is how the analysis was performed:

1. Data was entered for the state and community's tax and other rates; the firm and its employees; tax abatements and other incentives being considered for the firm; construction activity; and expected visitors.
2. Using the data entered, as well as some rates built into the computer program, calculations were made of the economic impact of the firm along with the related costs and benefits.

The calculations of impact include direct, indirect and induced impact. Regional economic multipliers, specific to the firm's industry group, were used by the program to calculate the direct and induced or spin-

These are the report sections:

Summary of Costs and Benefits for all Taxing Entities This report page summarizes the costs and benefits for all taxing entities resulting from the firm and from new direct, indirect and induced jobs.

The Economic Impact that the Firm will have on the Community This report page shows the number of direct, indirect and induced jobs that will be created in the community, the number of new residents and additional school children, and increases in local personal income, retail sales, economic activity and the property tax base in the first year and over the next ten years.

Costs and Benefits for Each Taxing Entity These report pages summarize the costs and benefits for the State of Kansas and for each taxing entity as a result of the firm locating or expanding in the Kansas community.

The public benefits include additional revenues from the firm and employees for your taxing entities - - - sales taxes, property taxes, utilities, utility franchise fees, other payments by new residents, payments by the firm and additional school funding. Public costs include the additional costs of public services for new residents and the firm, costs of educating new students that move to the school district, along with tax abatements and incentives provided to the firm.

In addition to a presentation of public costs and benefits, this report also computes the present value of net benefits to be received by each taxing entity; the payback period for incentives and taxes to be abated; the rate of return on investment for each entity and cost-benefit ratios.

Present Value

The present value of the expected cash flow over the next ten years - the excess of benefits over cost - for each entity was computed. Present value is a way of expressing in today's dollars, dollars to be paid or received in the future. Today's dollar and a dollar to be received or paid at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. The analysis uses a discount rate that is entered to make the dollars comparable--by expressing them in today's dollars or in present value.

Generally, a positive present value indicates an acceptable investment.

Payback Period

The investment payback period for each taxing entity was computed. This analysis views the financial incentives, including tax abatement, that the taxing entities are considering for the firm as an investment that the public will be making in the company. The payback period, therefore, is the number of years that it will take each taxing entity to recover the cost of incentives from the net annual benefits that they will receive. This payback period also shows the point in time where the cost and benefits are equal for the level and length of tax abatements and incentives being granted.

The payback period is a basis for judging the appropriateness of providing incentives to a firm. Generally, the shorter the payback period the better the investment.

Rate of Return on Investment

The rate of return on investment for each taxing entity was also computed. As with the computation of payback, the rate of return analysis views the incentives that each taxing entity is considering as an investment that the public will be making in the company. The rate of return, therefore, is annual rate of return, over the next ten years, on each taxing entity's investment in the firm.

Generally, a rate of return in excess of the taxing entity's cost of capital is considered desirable.

Cost-Benefit Ratio

The cost-benefit ratio for each taxing entity was also computed. This ratio compares public benefits over a ten year period from the new or expanding firm to public costs during the same period. For example, a cost-benefit ratio of 1.55 (or 1.55 to 1) shows that ten year benefits are 155 percent of public costs. Conversely, a cost-benefit ratio of .75 shows that public benefits are only 75 percent of public costs -- costs exceed benefits.

Generally, a cost-benefit ratio of 1.30 to 1 is considered acceptable for a taxing entity to grant tax abatements and other financial incentives to a firm.

Data Used in this Analysis

These report pages, if included, show the data used in this cost-benefit analysis.

Summary of Costs and Benefits for all Taxing Units

Benefits:

	Sales Taxes	Property Taxes	Utilities and Utility Franchise Fees	Corporate and Personal Income Taxes	Additional School Funding	Other Revenues	Total Benefits
City: Olathe	\$1,332,457	\$658,235	\$199,000			\$586,932	\$2,776,624
County: Johnson	\$1,491,593	\$598,237				\$1,606,629	\$3,696,459
S. D: Olathe School Distri		\$1,688,833			\$12,052,850		\$13,741,683
S. D: Gardner Edgerton		\$0			\$0		\$0
Johnson County Commu		\$252,130				\$208,095	\$460,224
None		\$0				\$0	\$0
State of Kansas	\$7,349,772	\$40,241		\$18,055,346		\$674,355	\$26,119,715

Costs, Incentives and Taxes Abated:

	Costs of Services for the Firm and New Residents	Costs of Educating New Students	Taxes Abated	Incentives	Total Costs, Incentives and Taxes Abated
City: Olathe	\$586,328		\$326,208	\$0	\$912,536
County: Johnson	\$609,686		\$295,547	\$0	\$905,233
S. D: Olathe School Distri		\$12,052,850	\$837,575		\$12,890,424
S. D: Gardner Edgerton		\$0			\$0
Johnson County Commu	\$94,920		\$123,848		\$218,769
None	\$0		\$0		\$0
State of Kansas	\$602,629	\$3,426,419	\$20,049	\$0	\$4,049,096

Net Benefits:

	Total Benefits	Total Costs Incentives and Taxes Abated	Net Benefits
City: Olathe	\$2,776,624	\$912,536	\$1,864,087
County: Johnson	\$3,696,459	\$905,233	\$2,791,226
S. D: Olathe School Distri	\$13,741,683	\$12,890,424	\$851,258
S. D: Gardner Edgerton	\$0	\$0	\$0
Johnson County Commu	\$460,224	\$218,769	\$241,455
None	\$0	\$0	\$0
State of Kansas	\$26,119,715	\$4,049,096	\$22,070,618

Other:

	Present Value of Net Benefits to be Received Over the next 10 Years	Present Value of Incentives and Taxes Abated Over the next 10 Years	Payback Period for Incentives and Taxes Abated	Rate of Return over the next 10 years on Investment of Incentives and Taxes Abated	Cost-Benefit Ratio
City: Olathe	\$1,186,039	\$197,828	During construction period.	599.53%	6.00
County: Johnson	\$1,616,416	\$179,233	1 Year	901.85%	9.02
S. D: Olathe School Distri	\$515,045	\$507,954	10 Years	101.40%	1.01
S. D: Gardner Edgerton	\$0				
Johnson County Commu	\$140,238	\$75,109	6 Years	186.71%	1.87
None	\$0	\$0	N/A	0.00%	0.00
State of Kansas	\$13,999,889	\$12,152	During construction period.	115206.46%	1152.06

The Economic Impact of the Firm

	<u>In the first year</u>	<u>Over the next ten years</u>
Number of jobs to be created	52	208
Number of new residents in the community	85	354
Number of additional students in the local school district	29	123
Increase in local personal income	\$3,256,000	\$108,306,231
Increase in local retail sales	\$1,465,200	\$48,737,804
Increase in the community's property tax base	\$10,217,680	\$11,897,512

Costs and Benefits for the City of: Olathe

Benefits to the city from the firm, its employees and spin-off benefits:

Year	Sales Taxes	Property Taxes	Utilities and Utility Franchise Fees	Other Municipal Revenues	Total
Construction Period	\$22,365	\$0	\$0	\$199,316	\$221,681
1	\$113,337	\$60,454	\$19,900	\$15,519	\$209,210
2	\$94,465	\$61,571	\$19,900	\$23,693	\$199,628
3	\$94,512	\$62,740	\$19,900	\$30,533	\$207,685
4	\$102,153	\$63,945	\$19,900	\$34,026	\$220,024
5	\$112,568	\$65,186	\$19,900	\$37,628	\$235,283
6	\$141,530	\$66,411	\$19,900	\$41,343	\$269,184
7	\$144,064	\$67,630	\$19,900	\$45,173	\$276,768
8	\$156,192	\$68,850	\$19,900	\$49,122	\$294,064
9	\$168,939	\$70,091	\$19,900	\$53,192	\$312,122
10	\$182,334	\$71,355	\$19,900	\$57,386	\$330,975
Total	\$1,332,457	\$658,235	\$199,000	\$586,932	\$2,776,624

The City's costs, property taxes abated and incentives provided to the firm:

Year	City Costs for the firm and Municipal Services for New Residents	Property Taxes Abated	Incentives	Total
Construction Period	\$0	\$0	\$0	\$0
1	\$31,481	\$30,202	\$0	\$61,683
2	\$41,448	\$30,716	\$0	\$72,164
3	\$49,676	\$31,238	\$0	\$80,914
4	\$53,565	\$31,769	\$0	\$85,334
5	\$57,576	\$32,309	\$0	\$89,885
6	\$61,714	\$32,858	\$0	\$94,572
7	\$65,981	\$33,417	\$0	\$99,398
8	\$70,380	\$33,985	\$0	\$104,366
9	\$74,916	\$34,563	\$0	\$109,479
10	\$79,591	\$35,150	\$0	\$114,742
Total	\$586,328	\$326,208	\$0	\$912,536

Net Costs and Benefits for the City of: Olathe

Year	Public Benefits	Public Costs, Property Taxes Abated and Incentives	Net Benefits or (Costs)	Present Value of Net Benefits	Present Value of taxes abated and incentives
Construction Period	\$221,681	\$0	\$221,681	\$221,681	\$0
1	\$209,210	\$61,683	\$147,526	\$134,114	\$27,456
2	\$199,628	\$72,164	\$127,464	\$105,342	\$25,385
3	\$207,685	\$80,914	\$126,770	\$95,244	\$23,469
4	\$220,024	\$85,334	\$134,690	\$91,995	\$21,698
5	\$235,283	\$89,885	\$145,397	\$90,280	\$20,061
6	\$269,184	\$94,572	\$174,612	\$98,563	\$18,547
7	\$276,768	\$99,398	\$177,370	\$91,018	\$17,148
8	\$294,064	\$104,366	\$189,698	\$88,495	\$15,854
9	\$312,122	\$109,479	\$202,643	\$85,940	\$14,658
10	\$330,975	\$114,742	\$216,233	\$83,367	\$13,552
Total	\$2,776,624	\$912,536	\$1,864,087	\$1,186,039	\$197,828

Discounted payback period for taxes abated and incentives During construction period.

Average annual rate of return over the next ten years on the city's investment of taxes abated and incentives for the firm 599.53%

Cost-Benefit Ratio 6.00

Costs and Benefits for Johnson County

Benefits to the county from the firm, its employees and spin-off benefits:

Year	Sales Taxes	Property Taxes	Other County Revenues	Total
Construction Period	\$36,654	\$0	\$0	\$36,654
1	\$125,256	\$54,788	\$50,979	\$231,023
2	\$104,142	\$55,828	\$90,730	\$250,700
3	\$104,320	\$56,928	\$125,192	\$286,441
4	\$113,166	\$58,066	\$140,727	\$311,958
5	\$124,814	\$59,242	\$156,753	\$340,809
6	\$157,728	\$60,392	\$173,283	\$391,403
7	\$160,310	\$61,530	\$190,330	\$412,170
8	\$173,885	\$62,661	\$207,907	\$444,454
9	\$188,159	\$63,814	\$226,026	\$477,999
10	\$203,161	\$64,987	\$244,701	\$512,849
Total	\$1,491,593	\$598,237	\$1,606,629	\$3,696,459

The County's costs, property taxes abated and incentives provided to the firm:

Year	County Costs for the firm and County Services for New Residents	Property Taxes Abated	Incentives	Total
Construction Period	\$0	\$0	\$0	\$0
1	\$19,409	\$27,364	\$0	\$46,773
2	\$34,544	\$27,829	\$0	\$62,372
3	\$47,428	\$28,302	\$0	\$75,730
4	\$53,339	\$28,783	\$0	\$82,122
5	\$59,436	\$29,272	\$0	\$88,709
6	\$65,726	\$29,770	\$0	\$95,496
7	\$72,212	\$30,276	\$0	\$102,488
8	\$78,899	\$30,791	\$0	\$109,690
9	\$85,794	\$31,314	\$0	\$117,108
10	\$92,899	\$31,847	\$0	\$124,746
Total	\$609,686	\$295,547	\$0	\$905,233

Net Costs and Benefits for Johnson County

Year	Public Benefits	Public Costs, Property Taxes Abated and Incentives	Net Benefits or (Costs)	Present Value of Net Benefits	Present Value of taxes abated and incentives
Construction Period	\$36,654	\$0	\$36,653	\$36,653	\$0
1	\$231,023	\$46,773	\$184,250	\$167,500	\$24,876
2	\$250,700	\$62,372	\$188,328	\$155,642	\$22,998
3	\$286,441	\$75,730	\$210,710	\$158,309	\$21,263
4	\$311,958	\$82,122	\$229,836	\$156,981	\$19,659
5	\$340,809	\$88,709	\$252,100	\$156,534	\$18,175
6	\$391,403	\$95,496	\$295,907	\$167,031	\$16,804
7	\$412,170	\$102,488	\$309,681	\$158,915	\$15,536
8	\$444,454	\$109,690	\$334,763	\$156,169	\$14,364
9	\$477,999	\$117,108	\$360,890	\$153,052	\$13,280
10	\$512,849	\$124,746	\$388,103	\$149,630	\$12,278
Total	\$3,696,459	\$905,233	\$2,791,226	\$1,616,416	\$179,233

Discounted payback period for taxes abated and incentives 1 Year

Average annual rate of return over the next ten years on the county's investment of taxes abated and incentives for the firm 901.85%

Cost-Benefit Ratio 9.02

Costs and Benefits for the School District where the firm is or will be located: Olathe School Di

Benefits to the school district from the firm, its employees and spin-off benefits:

Year	Property Taxes	Additional State, Federal and Other School Funding	Total
1	\$155,213	\$379,728	\$534,940
2	\$158,059	\$675,821	\$833,880
3	\$161,036	\$942,596	\$1,103,632
4	\$164,099	\$1,058,476	\$1,222,575
5	\$167,251	\$1,178,024	\$1,345,275
6	\$170,367	\$1,301,331	\$1,471,698
7	\$173,477	\$1,428,490	\$1,601,966
8	\$176,590	\$1,559,596	\$1,736,185
9	\$179,759	\$1,694,746	\$1,874,505
10	\$182,984	\$1,834,042	\$2,017,026
Total	\$1,688,833	\$12,052,850	\$13,741,683

Total costs for the School District:

Year	Additional Costs	Property Taxes Abated	Total
1	\$379,728	\$77,548	\$457,276
2	\$675,821	\$78,866	\$754,687
3	\$942,596	\$80,207	\$1,022,803
4	\$1,058,476	\$81,570	\$1,140,047
5	\$1,178,024	\$82,957	\$1,260,982
6	\$1,301,331	\$84,367	\$1,385,699
7	\$1,428,490	\$85,802	\$1,514,291
8	\$1,559,596	\$87,260	\$1,646,856
9	\$1,694,746	\$88,744	\$1,783,490
10	\$1,834,041	\$90,252	\$1,924,294
Total	\$12,052,850	\$837,575	\$12,890,424

Net Costs and Benefits for the School District: Olathe School District

Year	Public Benefits	Total Costs and Property Taxes Abated	Net Benefits or (Costs)	Present Value of Net Benefits	Present Value of Taxes Abated
1	\$534,940	\$457,276	\$77,664	\$70,604	\$70,498
2	\$833,880	\$754,687	\$79,192	\$65,448	\$65,179
3	\$1,103,632	\$1,022,803	\$80,828	\$60,727	\$60,261
4	\$1,222,575	\$1,140,047	\$82,528	\$56,368	\$55,714
5	\$1,345,275	\$1,260,982	\$84,293	\$52,339	\$51,510
6	\$1,471,698	\$1,385,699	\$85,999	\$48,544	\$47,623
7	\$1,601,966	\$1,514,291	\$87,674	\$44,991	\$44,030
8	\$1,736,185	\$1,646,856	\$89,329	\$41,673	\$40,708
9	\$1,874,505	\$1,783,490	\$91,015	\$38,599	\$37,636
10	\$2,017,026	\$1,924,294	\$92,732	\$35,752	\$34,796
Total	\$13,741,683	\$12,890,424	\$851,258	\$515,045	\$507,954

Discounted payback period for taxes abated and incentives 10 Years

Average annual rate of return over the next ten years on the school district's investment of taxes abated and incentives for the firm 101.40%

Cost-Benefit Ratio 1.01

Costs and Benefits for a neighboring School District: Gardner Edgerton

Benefits to the school district from the firm, its employees and spin-off benefits:

Year	Property Taxes	Additional State, Federal and Other School Funding	Total
1	\$0	\$0	\$0
2	\$0	\$0	\$0
3	\$0	\$0	\$0
4	\$0	\$0	\$0
5	\$0	\$0	\$0
6	\$0	\$0	\$0
7	\$0	\$0	\$0
8	\$0	\$0	\$0
9	\$0	\$0	\$0
10	\$0	\$0	\$0
Total	\$0	\$0	\$0

Total costs for the School District:

Year	Additional Costs
1	\$0
2	\$0
3	\$0
4	\$0
5	\$0
6	\$0
7	\$0
8	\$0
9	\$0
10	\$0
Total	\$0

Net Costs and Benefits for the School District: Gardner Edgerton

Year	Public Benefits	Total Costs	Net Benefits or (Costs)	Present Value of Net Benefits
1	\$0	\$0	\$0	\$0
2	\$0	\$0	\$0	\$0
3	\$0	\$0	\$0	\$0
4	\$0	\$0	\$0	\$0
5	\$0	\$0	\$0	\$0
6	\$0	\$0	\$0	\$0
7	\$0	\$0	\$0	\$0
8	\$0	\$0	\$0	\$0
9	\$0	\$0	\$0	\$0
10	\$0	\$0	\$0	\$0
Total	\$0	\$0	\$0	\$0

Discounted payback period for taxes abated and incentives N/A

Average annual rate of return over the next ten years on the school district's investment of taxes abated and incentives for the firm N/A

Cost-Benefit Ratio N/A

Costs and Benefits for Special Taxing District: Johnson County Community College

Benefits to the special taxing district from the firm, its employees and spin-off benefits:

Year	Property Taxes	Additional Revenues	Total
1	\$22,971	\$6,840	\$29,811
2	\$23,429	\$12,173	\$35,602
3	\$23,921	\$15,918	\$39,839
4	\$24,433	\$17,987	\$42,420
5	\$24,966	\$20,122	\$45,088
6	\$25,479	\$22,325	\$47,803
7	\$25,981	\$24,596	\$50,577
8	\$26,476	\$26,938	\$53,414
9	\$26,980	\$29,353	\$56,333
10	\$27,494	\$31,842	\$59,336
Total	\$252,130	\$208,095	\$460,224

Total costs for the Special Taxing District:

Year	Additional Costs	Property Taxes Abated	Total
1	\$3,120	\$11,467	\$14,587
2	\$5,553	\$11,662	\$17,214
3	\$7,261	\$11,860	\$19,121
4	\$8,205	\$12,061	\$20,266
5	\$9,178	\$12,267	\$21,445
6	\$10,183	\$12,475	\$22,658
7	\$11,219	\$12,687	\$23,906
8	\$12,288	\$12,903	\$25,190
9	\$13,389	\$13,122	\$26,511
10	\$14,525	\$13,345	\$27,870
Total	\$94,920	\$123,848	\$218,769

Net Costs and Benefits for Special Taxing District: Johnson County Community College

Year	Public Benefits	Total Costs and Property Taxes Abated	Net Benefits or (Costs)	Present Value of Net Benefits	Present Value of Taxes Abated
1	\$29,811	\$14,587	\$15,224	\$13,840	\$10,424
2	\$35,602	\$17,214	\$18,388	\$15,197	\$9,638
3	\$39,839	\$19,121	\$20,718	\$15,566	\$8,910
4	\$42,420	\$20,266	\$22,154	\$15,131	\$8,238
5	\$45,088	\$21,445	\$23,642	\$14,680	\$7,617
6	\$47,803	\$22,658	\$25,145	\$14,194	\$7,042
7	\$50,577	\$23,906	\$26,670	\$13,686	\$6,511
8	\$53,414	\$25,190	\$28,223	\$13,166	\$6,019
9	\$56,333	\$26,511	\$29,821	\$12,647	\$5,565
10	\$59,336	\$27,870	\$31,466	\$12,132	\$5,145
Total	\$460,224	\$218,769	\$241,455	\$140,238	\$75,109

Discounted payback period for taxes abated and incentives 6 Years

Average annual rate of return over the next ten years on the taxing district's investment of taxes abated and incentives for the firm 186.71%

Cost-Benefit Ratio 1.87

Costs and Benefits for Special Taxing District: None

Benefits to the special taxing district from the firm, its employees and spin-off benefits:

Year	Property Taxes	Additional Revenues	Total
1	\$0	\$0	\$0
2	\$0	\$0	\$0
3	\$0	\$0	\$0
4	\$0	\$0	\$0
5	\$0	\$0	\$0
6	\$0	\$0	\$0
7	\$0	\$0	\$0
8	\$0	\$0	\$0
9	\$0	\$0	\$0
10	\$0	\$0	\$0
Total	\$0	\$0	\$0

Total costs for the Special Taxing District:

Year	Additional Costs	Property Taxes Abated	Total
1	\$0	\$0	\$0
2	\$0	\$0	\$0
3	\$0	\$0	\$0
4	\$0	\$0	\$0
5	\$0	\$0	\$0
6	\$0	\$0	\$0
7	\$0	\$0	\$0
8	\$0	\$0	\$0
9	\$0	\$0	\$0
10	\$0	\$0	\$0
Total	\$0	\$0	\$0

Net Costs and Benefits for Special Taxing District: None

Year	Public Benefits	Total Costs and Property Taxes Abated	Net Benefits or (Costs)	Present Value of Net Benefits	Present Value of Taxes Abated
1	\$0	\$0	\$0	\$0	\$0
2	\$0	\$0	\$0	\$0	\$0
3	\$0	\$0	\$0	\$0	\$0
4	\$0	\$0	\$0	\$0	\$0
5	\$0	\$0	\$0	\$0	\$0
6	\$0	\$0	\$0	\$0	\$0
7	\$0	\$0	\$0	\$0	\$0
8	\$0	\$0	\$0	\$0	\$0
9	\$0	\$0	\$0	\$0	\$0
10	\$0	\$0	\$0	\$0	\$0
Total	\$0	\$0	\$0	\$0	\$0

Discounted payback period for taxes abated and incentives N/A

Average annual rate of return over the next ten years on the taxing district's investment of taxes abated and incentives for the firm 0.00%

Cost-Benefit Ratio 0.00

Costs and Benefits for the State of Kansas

Benefits to the State from the firm, its employees and spin-off benefits:

Year	Sales Taxes	Property Taxes	Corporate and Personal Income Taxes	Other State Revenues	Total
Construction Period	\$226,135	\$0	\$3,362,265	\$0	\$3,588,400
1	\$594,530	\$3,714	\$455,975	\$19,300	\$1,073,519
2	\$503,716	\$3,779	\$847,065	\$37,101	\$1,391,661
3	\$510,458	\$3,846	\$1,082,685	\$48,832	\$1,645,821
4	\$555,829	\$3,914	\$1,232,541	\$56,445	\$1,848,730
5	\$613,896	\$3,985	\$1,389,975	\$64,302	\$2,072,157
6	\$772,533	\$4,056	\$1,583,510	\$72,411	\$2,432,509
7	\$788,127	\$4,127	\$1,743,001	\$80,776	\$2,616,031
8	\$855,808	\$4,200	\$1,925,179	\$89,405	\$2,874,592
9	\$926,971	\$4,273	\$2,116,323	\$98,304	\$3,145,871
10	\$1,001,769	\$4,348	\$2,316,827	\$107,480	\$3,430,423
Total	\$7,349,772	\$40,241	\$18,055,346	\$674,355	\$26,119,715

The State's costs, property taxes abated and incentives provided to the firm:

Year	State Costs for the firm and Services for New Residents	Cost of Educating New Students	Property Taxes Abated	Incentives	Total
Construction Period	\$0	\$0	\$0	\$0	\$0
1	\$17,168	\$89,045	\$1,856	\$0	\$108,069
2	\$33,090	\$181,117	\$1,888	\$0	\$216,095
3	\$43,562	\$239,455	\$1,920	\$0	\$284,936
4	\$50,390	\$280,991	\$1,953	\$0	\$333,333
5	\$57,438	\$323,870	\$1,986	\$0	\$383,293
6	\$64,711	\$368,126	\$2,019	\$0	\$434,856
7	\$72,214	\$413,793	\$2,054	\$0	\$488,060
8	\$79,954	\$460,906	\$2,089	\$0	\$542,948
9	\$87,936	\$509,501	\$2,124	\$0	\$599,562
10	\$96,166	\$559,616	\$2,160	\$0	\$657,943
Total	\$602,629	\$3,426,419	\$20,049	\$0	\$4,049,096

Net costs and benefits for the State of Kansas:

Year	Public Benefits	Public Costs, Property Taxes Abated and Incentives	Net Benefits or (Costs)	Present Value of Net Benefits	Present Value of taxes abated and incentives
Construction Period	\$3,588,400	\$0	\$3,588,400	\$3,588,400	\$0
1	\$1,073,519	\$108,069	\$965,449	\$877,680	\$1,687
2	\$1,391,661	\$216,095	\$1,175,566	\$971,542	\$1,560
3	\$1,645,821	\$284,936	\$1,360,884	\$1,022,452	\$1,442
4	\$1,848,730	\$333,333	\$1,515,396	\$1,035,035	\$1,333
5	\$2,072,157	\$383,293	\$1,688,863	\$1,048,651	\$1,232
6	\$2,432,509	\$434,856	\$1,997,652	\$1,127,622	\$1,139
7	\$2,616,031	\$488,060	\$2,127,970	\$1,091,985	\$1,053
8	\$2,874,592	\$542,948	\$2,331,643	\$1,087,728	\$974
9	\$3,145,871	\$599,562	\$2,546,309	\$1,079,883	\$900
10	\$3,430,423	\$657,943	\$2,772,480	\$1,068,911	\$832
Total	\$26,119,715	\$4,049,096	\$22,070,618	\$13,999,889	\$12,152

Discounted payback period for taxes abated and incentives During construction period.

Average annual rate of return over the next ten years on the state's investment of taxes abated and incentives for the firm 115206.46%

Cost-Benefit Ratio 1152.06

Local rates and constants used in the Analysis of BCB Olathe Holdings LLC

City:

Olathe	City name
24.406	City mill levy
\$296,642	Average market value of new residential property in the city
1.500%	City sales tax rate
6.000%	City transient guest tax rate
\$103	Annual net revenues per household for city owned utilities
\$236	Average annual utility franchise fees collected per household
\$103	Annual revenues per resident, in addition to property, transient guest and sales taxes, utilities and utility franchise fees
\$133	The city's annual marginal cost of providing municipal services, excluding utilities, to each new resident
\$94	Annual per worker revenues for the city from businesses -- in addition to property, transient guest and sales taxes and utilities
\$121	Annual marginal cost, per worker, of providing city services, excluding utilities, to businesses

County:

Johnson	Name of county
22.1120	County mill levy
\$281,260	Average market value of new residential property in the county
1.475%	County sales tax rate
0.000%	County transient guest tax rate
\$496	The county's annual revenues per resident, excluding property; transient guest and sales taxes
\$171	The county's annual marginal cost of providing municipal services to each new resident
1.00	Regional economic multiplier adjustment for the County
\$218	Annual per worker revenues for the county from businesses -- in addition to property, transient guest and sales taxes and utilities
\$121	The county's annual marginal cost, per worker, of providing services to businesses

School District 1 -- Where the firm is or will be located

Olathe School District	Name of school district
62.665	School district 1's local option mill levy
\$271,734	Average market value of new residential property in school district 1
\$12,734	School district 1's estimated marginal cost per child
\$8,361	State funding per child in school district 1
\$4,373.00	Federal and other annual funding per child in school district 1

School District 2 -- A neighboring school district where some of the firm's new employees will live

Gardner Edgerton	Name of school district
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57.775	School district 2's local option mill levy
\$194,904	Average market value of new residential property in school district 2
\$12,155	School district 2's estimated marginal cost per child
\$8,816	State funding per child in school district 2
\$3,339.00	Federal and other annual funding per child in school district 2

Special Taxing District 1 -- Where the firm is or will be located:

Johnson County Community College	Special tax district 1
9.266	Special tax district 1's mill levy
\$416,511	Average market value of new residential property in special tax district 1
\$0.00	Special tax district 1's cost per resident
\$0.00	Special tax district 1's annual addl. revenues (excl prop taxes) from each new resident
\$78	The district's annual marginal cost, per worker, of providing services to businesses
\$171	Annual per worker revenues for the district from businesses -- in addition to property sales taxes and utilities

Special Taxing District 2 -- Where the firm is or will be located:

None	Special tax district 2
0	Special tax district 2's mill levy
\$0	Average market value of new residential property in special tax district 2
\$0.00	Special tax district 2's cost per resident
\$0.00	Special tax district 2's annual addl. revenues (excl prop taxes) from each new resident
\$0	The district's annual marginal cost, per worker, of providing services to businesses
\$0	Annual per worker revenues for the district from businesses -- in addition to property sales taxes and utilities

State of Kansas:

1.5	State mill levy
0.065	State sales tax rate
\$508.00	State's annual marginal revenues per new resident (excl property, income and sales taxes)
\$468.00	State's annual marginal cost of providing services to each new resident
0.115	State tax classification for residential real property
0.25	State tax classification for commercial and industrial real property
0	State tax classification for commercial and industrial machinery and equipment (7 years or more life)
0.3	State tax classification for all other tangible personal property:
7	Economic life, in years for straight line depreciation of commercial and industrial machinery & equipment
0	Minimum taxable value as a percent of retail cost of commercial and industrial machinery & equipment
\$180	The state's annual marginal cost, per worker, of providing services to businesses
\$212	Annual per worker revenues for the state from businesses, excluding property, income and sales taxes
45.00%	Percent of gross salary that a typical Kansas worker spends on taxable goods and services

Personal Income Taxes:

Income >	Over	But Not Over	=	Tax	+	Tax Rate
	\$0	\$30,000		\$0		3.50%
	\$30,000	\$60,000		\$1,050		6.25%
	\$60,000			\$2,925		6.45%
Standard Deduction >		\$6,000				
Allowance per: Exemption >		\$2,250				

Corporate Income Taxes:

Corporate Income Tax Rate >	4.00%
Surtax Rate >	3.05%
Amount Over Which Surtax Applies >	\$50,000.00

Other Rates:

1.70%	Inflation
10.00%	Discount rate for calculating the present value of costs and benefits

Comments:

UPDATED 5/19 Updated 8/17 to account for the now excluded prorated 8 mills from the general school fund at th

Market or retail value of the firm's initial new or additional investment in: 1

\$1,300,000	Land
\$8,600,000	Building and improvements
\$300,000	Furniture, Fixtures and Equipment

Sum of the firm's initial new or additional investment

\$10,200,000

Projected Expansions

0 Year of 2nd Expansion

\$0	Land
\$0	Building and improvements
\$0	Furniture, Fixtures and Equipment

Sum of the firm's second expansion investment

\$0

0 Year of 3rd Expansion

\$0	Land
\$0	Building and improvements
\$0	Furniture, Fixtures and Equipment

Sum of the firm's third expansion investment

\$0

0 Year of 4th Expansion

\$0	Land
\$0	Building and improvements
\$0	Furniture, Fixtures and Equipment

Sum of the firm's fourth expansion investment

\$0

Sales and Purchases

2

New or additional sales of the firm:

Year 1:	\$7,500,000
Year 2:	\$3,500,000
Year 3:	\$2,000,000
Year 4:	\$2,000,000
Year 5:	\$2,000,000
Year 6:	\$4,000,000
Year 7:	\$3,000,000
Year 8:	\$3,000,000
Year 9:	\$3,000,000
Year 10:	\$3,000,000
Total:	\$33,000,000

Annual operating expenditures by the firm subject to sales taxes:

Year 1:	\$1,000,000
Year 2:	\$600,000
Year 3:	\$400,000
Year 4:	\$250,000
Year 5:	\$250,000
Year 6:	\$250,000
Year 7:	\$250,000
Year 8:	\$250,000
Year 9:	\$250,000
Year 10:	\$250,000
Total:	\$3,750,000

Percent of sales subject to sales taxes in the:

City:	60.00%
County:	70.00%
State:	75.00%

Percent of annual taxable operating expenditures in the:

City:	100.00%
County:	100.00%
State:	100.00%

% of sales on which state corporate income taxes will be computed (ie: Annual net taxable income)

20.00%

Property taxes**3**Will the Firm be located within City property tax jurisdiction ? (Y or N): ☒ Y**Revenues from utilities and franchise fees**

Net revenues from city-owned utilities provided to the firm

City utility franchise fees to be collected on the firm's utility usage

Construction period	\$0
Year 1:	\$9,600
Year 2:	\$9,600
Year 3:	\$9,600
Year 4:	\$9,600
Year 5:	\$9,600
Year 6:	\$9,600
Year 7:	\$9,600
Year 8:	\$9,600
Year 9:	\$9,600
Year 10:	\$9,600
Total:	\$96,000

Construction period	\$0
Year 1:	\$10,300
Year 2:	\$10,300
Year 3:	\$10,300
Year 4:	\$10,300
Year 5:	\$10,300
Year 6:	\$10,300
Year 7:	\$10,300
Year 8:	\$10,300
Year 9:	\$10,300
Year 10:	\$10,300
Total:	\$103,000

Payments by the firm and the cost of providing other services to the firm 4

Extra payments that the firm will make to the city, county and state -- those payments over and above property, sales and income taxes and utilities and other on-going payments made by all firms

	City	County	State
Construction period:	\$199,316	\$0	\$0
Year 1:	\$0	\$0	\$0
Year 2:	\$0	\$0	\$0
Year 3:	\$0	\$0	\$0
Year 4:	\$0	\$0	\$0
Year 5:	\$0	\$0	\$0
Year 6:	\$0	\$0	\$0
Year 7:	\$0	\$0	\$0
Year 8:	\$0	\$0	\$0
Year 9:	\$0	\$0	\$0
Year 10:	\$0	\$0	\$0
Total:	\$0	\$0	\$0

Extra cost of providing public services to the firm -- those services that are over and above incentives, utilities and typical services provided to all firms in the city, county and

	City	County	State
Construction period:	\$0	\$0	\$0
Year 1:	\$18,698	\$0	\$0
Year 2:	\$18,698	\$0	\$0
Year 3:	\$18,698	\$0	\$0
Year 4:	\$18,698	\$0	\$0
Year 5:	\$18,698	\$0	\$0
Year 6:	\$18,698	\$0	\$0
Year 7:	\$18,698	\$0	\$0
Year 8:	\$18,698	\$0	\$0
Year 9:	\$18,698	\$0	\$0
Year 10:	\$18,698	\$0	\$0
Total:	\$186,980	\$0	\$0

Employee information

5

Number of new employees to
be hired each year

Number of new employees
moving to the county each year
from out of state

Total number of new
employees moving to the
county each year

Year 1:	40
Year 2:	30
Year 3:	20
Year 4:	10
Year 5:	10
Year 6:	10
Year 7:	10
Year 8:	10
Year 9:	10
Year 10:	10
Total:	160

Year 1:	5
Year 2:	5
Year 3:	3
Year 4:	2
Year 5:	2
Year 6:	2
Year 7:	2
Year 8:	2
Year 9:	2
Year 10:	2
Total:	27

Year 1:	20
Year 2:	15
Year 3:	13
Year 4:	5
Year 5:	5
Year 6:	5
Year 7:	5
Year 8:	5
Year 9:	5
Year 10:	5
Total:	83

New indirect employees who will be moving to the county, as
a per cent of new direct employees:

From out-of-State:

Total moving to the county:

Employee salary and household information

6

Average annual
salaries of
employees

Year 1:	\$74,000
Year 2:	\$77,700
Year 3:	\$80,031
Year 4:	\$82,432
Year 5:	\$84,905
Year 6:	\$87,452
Year 7:	\$90,076
Year 8:	\$92,778
Year 9:	\$95,561
Year 10:	\$98,428
Total:	\$863,363

Where new employees moving to the county
will live

<input type="text" value="70.00%"/>
<input type="text" value="70.00%"/>
<input type="text" value="0.00%"/>
<input type="text" value="100.00%"/>
<input type="text" value="100.00%"/>

In the City.

In the school district where the firm is located.

In school district 2

In special taxing district 1.

In special taxing district 2.

Where employees will shop, as a percent of their total shopping:

<input type="text" value="85.00%"/>
<input type="text" value="75.00%"/>
<input type="text" value="65.00%"/>

In Kansas.

Within the County.

In the City.

Household size of a typical new worker at the firm.

Number of school age children in the household of
a typical new worker at the firm.

Percent of new workers who move to the community that will
(1) buy new homes or mobile homes within the first five years or
(2) require the building of new residential units.

Value of incentives being offered to the firm:

	By the City	By the County	By the State
Construction period:	\$0	\$0	\$0
Year 1:	\$0	\$0	\$0
Year 2:	\$0	\$0	\$0
Year 3:	\$0	\$0	\$0
Year 4:	\$0	\$0	\$0
Year 5:	\$0	\$0	\$0
Year 6:	\$0	\$0	\$0
Year 7:	\$0	\$0	\$0
Year 8:	\$0	\$0	\$0
Year 9:	\$0	\$0	\$0
Year 10:	\$0	\$0	\$0
Total:	\$0	\$0	\$0

Percent of property taxes to be abated on:

8

	Land	Buildings and Improvements	Furniture, Fixtures & Equipment
Year1	50.00%	50.00%	100.00%
Year2	50.00%	50.00%	100.00%
Year3	50.00%	50.00%	100.00%
Year4	50.00%	50.00%	100.00%
Year5	50.00%	50.00%	100.00%
Year6	50.00%	50.00%	100.00%
Year7	50.00%	50.00%	100.00%
Year8	50.00%	50.00%	100.00%
Year9	50.00%	50.00%	100.00%
Year10	50.00%	50.00%	100.00%

Property taxes to be abated by the following taxing entities:

☒ = Yes - Taxes to be abated

- | | |
|---|---|
| <input checked="" type="checkbox"/> City | <input checked="" type="checkbox"/> Special Taxing District 1 |
| <input checked="" type="checkbox"/> County | <input type="checkbox"/> Special Taxing District 2 |
| <input checked="" type="checkbox"/> School District | <input checked="" type="checkbox"/> The State |

Construction

9

	Initial construction or expansion	2nd Expansion	3rd Expansion	4th Expansion
Construction Cost	\$7,100,000	\$0	\$0	\$0
Construction Profit Percentage	0.00%	0.00%	0.00%	0.00%
Taxable materials purchased in:				
Kansas	\$0	\$0	\$0	\$0
The County	\$0	\$0	\$0	\$0
The City	\$0	\$0	\$0	\$0
Taxable FFE purchased in:				
Kansas	\$0	\$0	\$0	\$0
The County	\$0	\$0	\$0	\$0
The City	\$0	\$0	\$0	\$0
Total Construction Salaries:	\$4,970,000	\$0	\$0	\$0
Construction Salaries spent in:				
Kansas	\$3,479,000	\$0	\$0	\$0
The County	\$2,485,000	\$0	\$0	\$0
The City	\$1,491,000	\$0	\$0	\$0
Amt. paid to avg. cons. worker	\$621,253	\$0	\$0	\$0
HH size - avg. cons. worker:	4	0	0	0
Nr. cons. workers:	80	0	0	0

Visitors

10

Number of out-of-town visitors expected at the firm each year

Year 1:	800
Year 2:	850
Year 3:	900
Year 4:	950
Year 5:	1,000
Year 6:	1,050
Year 7:	1,100
Year 8:	1,150
Year 9:	1,200
Year 10:	1,250
Total:	10,250

2

Average number of days that each visitor will stay in the city

Daily retail spending by a visitor, excluding lodging:

\$90

In the City

\$90

Anywhere in the County

The number of nights that a typical visitor will stay in a local hotel or motel:

1

In the City

0

Anywhere in the County

Average daily hotel / motel room rates:

117

In the City

98

Anywhere in the County



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 3/17/2020

DEPARTMENT: Resource Management

STAFF CONTACT: Dianna Wright/Emily Vincent

SUBJECT: Consideration of Master Resolution No. 20-1022 on a request by BCB Olathe Holdings LLC for issuance of industrial revenue bonds and tax phase in for multiple projects.

ITEM DESCRIPTION:

Consideration of Master Resolution No. 20-1022 on a request by BCB Olathe Holdings LLC for issuance of industrial revenue bonds and tax phase in for multiple projects.

SUMMARY: The City has received a master resolution application from BCB Olathe Holdings, LLC for approximately \$25,000,000 in industrial revenue bonds for the construction and development of a national headquarters facility and three front out parcels on a total of 17.3 acres.

The Master Resolution requests a 10-year, 50% tax phase-in in conjunction with the issuance of the City's industrial revenue bonds for projects submitted under this Master Resolution.

Resolution No. 20-1022 (Attachment A) determines the intent of the City of Olathe, to issue industrial bonds up to the \$25,000,000 requested amount.

FINANCIAL IMPACT:

See materials attached to the Public Hearing for more detailed fiscal impact statement.

ACTION NEEDED:

Consider approval of Resolution No. 20-1022

ATTACHMENT(S):

Attachment A: Resolution No. 20-1022

RESOLUTION NO. 20-1022

RESOLUTION DETERMINING THE INTENT OF THE CITY OF OLATHE, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN ONE OR MORE SERIES IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$25,000,000 TO FINANCE THE COSTS OF ACQUIRING, CONSTRUCTING AND EQUIPPING MULTIPLE FACILITIES FOR THE BENEFIT OF BCB OLATHE HOLDINGS LLC, AND ITS SUCCESSORS AND ASSIGNS (MASTER RESOLUTION)

WHEREAS, the City of Olathe, Kansas (the “City”), desires to promote, stimulate and develop the general welfare and economic prosperity of the City and its inhabitants and thereby to further promote, stimulate and develop the general welfare and economic prosperity of the State of Kansas; and

WHEREAS, the City is authorized and empowered under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive (the “Act”), to issue industrial revenue bonds to pay the cost of certain facilities (as defined in the Act) for the purposes set forth in the Act, and to lease such facilities to private persons, firms or corporations; and

WHEREAS, BCB Olathe Holdings LLC, a Kansas limited liability company (the “Company”), has submitted to the City an Application for the Issuance of Industrial Revenue Bonds (the “Application”) requesting that the City finance the cost of acquiring, constructing and equipping one or more commercial facilities, including an approximately 70,000 square foot commercial and warehouse facility, all as more fully described in the Application (individually a “Project” and collectively, the “Projects”) through the issuance of its industrial revenue bonds in one or more series (collectively, the “Bonds”), the aggregate principal amount of all series of the Bonds not to exceed \$25,000,000, and to lease the Projects to the Company, in accordance with the Act; and

WHEREAS, it is hereby found and determined to be advisable and in the interest and for the welfare of the City and its inhabitants that the City finance the costs of each of the Projects by the issuance of the Bonds in one or more series under the Act, the aggregate principal amount of all series of the Bonds not to exceed \$25,000,000, each series of the Bonds to be payable solely out of rentals, revenues and receipts derived from the lease of the applicable Project by the City to the Company.

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

Section 1. Approval of Projects. The City Council (the “Governing Body”) of the City hereby finds and determines that the acquiring, constructing and equipping of the Projects will promote the general welfare and economic prosperity of the City of Olathe, Kansas, and thereby further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas, and the issuance of the Bonds in one or more series to pay the costs of the Projects will be in furtherance of the public purposes set forth in the Act. The Projects shall be located on approximately 17.3 acres of land located at 11730 Kansas City Road in Olathe, Kansas.

Section 2. Intent to Issue Bonds. The Governing Body of the City hereby determines and declares the intent of the City to acquire, construct and equip the Projects out of the proceeds of the Bonds of the City in one or more series, the aggregate principal amount of all series of the Bonds not to exceed \$25,000,000, to be issued pursuant to the Act.

Section 3. Provision for the Bonds. Subject to the conditions of this Resolution, the City expresses its intent to (i) issue its Bonds in one or more series to pay the costs of acquiring, constructing and equipping the Projects, with such maturities, interest rates, redemption terms and other provisions as may be determined by ordinance of the City; (ii) provide for the lease (with an option to purchase) of each Project to the Company; and (iii) to effect the foregoing, adopt such resolutions and ordinances and authorize the execution and delivery of such instruments and the taking of such action as may be necessary or advisable for the authorization and issuance of each series of Bonds by the City and take or cause to be taken such other action as may be required to implement the aforesaid.

Section 4. Conditions to Issuance. The issuance of each series of Bonds and the execution and delivery of any documents related to each series of Bonds are subject to: (i) passage and publication of an ordinance authorizing each series of Bonds and obtaining any other necessary governmental approvals; (ii) agreement by the City, the Company and the purchaser of each series of Bonds upon (a) mutually acceptable terms for each series of Bonds and for the sale and delivery thereof, and (b) mutually acceptable terms and conditions of any documents related to the issuance of each series of Bonds and the Projects; (iii) the Company's compliance with the City's policies relating to the issuance of industrial revenue bonds and ad valorem tax abatement; and (iv) the receipt and approval by the City of appropriate applications for the issuance of each series of Bonds.

Section 5. Sale of the Bonds. The sale of each series of Bonds shall be the responsibility of the Company; provided, however, arrangements for the sale of each series of Bonds shall be acceptable to the City.

Section 6. Ad Valorem Tax Abatement. Subject to the conditions in Section 4 and compliance with K.S.A. 12-1749c and 12-1749d and in consideration of the Company's decision to acquire, construct and equip the Projects, the City hereby agrees to take all appropriate action to request the Kansas Board of Tax Appeals to approve a 100% ad valorem property tax abatement (not including special assessments and taxes that may not be abated by the City under Kansas law) for all property (including real property and building improvements) financed with the proceeds of each series of Bonds.

In consideration of the City's agreement to request 100% ad valorem property tax abatement, the Company will agree to make payments in lieu of tax for each Project to the City as follows:

<u>Year</u> ¹	<u>Approximate Percentage of Payments in Lieu</u>
1	50%
2	50%
3	50%
4	50%
5	50%
6	50%
7	50%
8	50%
9	50%
10	50%

¹Year refers to the first full calendar year following the issuance of the applicable series of Bonds.

provided, however, any agreed upon valuation for determining the amount of such payment in lieu of tax and any property for which the City shall determine the payment in lieu of tax shall be in excess of that shown above, shall be set forth in the performance based tax agreement executed by the City and the Company. Each Project financed with the Bonds shall be entitled to a 10-year tax abatement, with the first year of the abatement being the year beginning on the January 1 following the year the series of Bonds associated with such Project are issued. The foregoing percentages are subject to adjustment in accordance with the performance agreement for each Project.

Section 7. Limited Obligations of the City. Each series of Bonds and the interest thereon shall be special, limited obligations of the City payable solely out of the amounts derived by the City under a Lease Agreement with respect to each series of Bonds and as provided herein and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the owners of each series of Bonds, as provided in the Indenture. Each series of Bonds shall not constitute a general obligation of the City, the State or of any other political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the City, the State or of any other political subdivision thereof and shall not be payable in any manner by taxation, but shall be payable solely from the funds provided for as provided in the respective Indenture. The issuance of each series of Bonds shall not, directly, indirectly or contingently, obligate the City, the State or any other political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

Section 8. Required Disclosure. Any disclosure document prepared in connection with the placement or offering of any series of Bonds shall contain substantially the following disclaimer:

NONE OF THE INFORMATION IN THIS OFFICIAL STATEMENT, OTHER THAN WITH RESPECT TO INFORMATION CONCERNING THE CITY CONTAINED UNDER THE CAPTIONS "THE CITY" AND "LITIGATION - THE CITY" HEREIN, HAS BEEN SUPPLIED OR VERIFIED BY THE CITY, AND THE CITY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

Section 9. Authorization to Proceed. The Company is hereby authorized to proceed with the acquiring, constructing and equipping of the Projects, including the necessary planning and engineering for the Projects and entering into of contracts and purchase orders in connection therewith, and to advance such funds as may be necessary to accomplish such purposes, and, to the extent permitted by law, the City will reimburse the Company for all expenditures paid or incurred therefor out of the proceeds of the Bonds.

Section 10. No Reliance on Resolution. Kansas law provides that the City may only issue each series of the Bonds by passing an Ordinance. The City has not yet passed an Ordinance for any series of the Bonds. This Resolution only evidences the intent of the current Governing Body to issue the Bonds for the Projects. The Company should not construe the adoption of this Resolution as a promise or guarantee that the Ordinance for any series of Bonds will be issued or that any Project will be approved.

Section 11. Termination of Resolution. This Resolution shall terminate ten (10) years after its adoption.

Section 12. Benefit of Resolution. This Resolution will inure to the benefit of the City and the Company. The City may, at the request of the Company, assign all or a portion of the Company's interest in this Resolution to another entity, and such assignee will be entitled to the benefits of the portion of this Resolution assigned and the proceedings related hereto.

Section 13. Further Action. Counsel to the City and Gilmore & Bell, P.C., Bond Counsel for the City, together with the officers and employees of the City, are hereby authorized to work with the purchaser of each series of Bonds, the Company, their respective counsel and others, to prepare for submission to and final action by the City all documents necessary to effect the authorization, issuance and sale of each series of Bonds and other actions contemplated hereunder.

Section 14. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the City.

ADOPTED on March 17, 2020.

CITY OF OLATHE, KANSAS

By: _____
Mayor

[SEAL]

ATTEST:

City Clerk



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 3/17/2020

DEPARTMENT: Resource Management

STAFF CONTACT: Dianna Wright/Emily Vincent

SUBJECT: Consideration of Resolution No. 20-1023 on a request by BCB Olathe Holdings, LLC for issuance of industrial revenue bonds and tax phase in for the construction of a 70,000 sq. ft. headquarters facility located at 11730 Kansas City Road.

ITEM DESCRIPTION:

Consideration of Resolution No. 20-1023 on a request by BCB Olathe Holdings, LLC for issuance of industrial revenue bonds and tax phase in for the construction of a 70,000 sq. ft. headquarters facility located at 11730 Kansas City Road.

SUMMARY: The City has received a request from BCB Olathe Holdings, LLC for approximately \$10,200,000 in industrial revenue bonds for the construction and development of a 70,000 sq. ft office, showroom and warehouse headquarters facility for Builder's Stone. The project is located at 11730 Kansas City Road. The project will allow Builder's Stone to relocate and expand from its current facility in Olathe.

This project is under the BCB Olathe Holdings, LLC Master Resolution and requests a 10-year, 50% tax phase-in in conjunction with the issuance of the City's industrial revenue bonds for projects.

Resolution No. 20-1023 (Attachment A) determines the intent of the City of Olathe, to issue industrial bonds up to the \$10,200,000 requested amount.

FINANCIAL IMPACT:

See materials attached to the Public Hearing for more detailed fiscal impact statement.

ACTION NEEDED:

Consider approval of Resolution No. 20-1023

ATTACHMENT(S):

Attachment A: Resolution No. 20-1023

RESOLUTION NO. 20-1023**RESOLUTION DETERMINING THE INTENT OF THE CITY OF OLATHE, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$10,200,000 TO FINANCE THE COSTS OF ACQUIRING, CONSTRUCTING AND EQUIPPING A COMMERCIAL FACILITY FOR THE BENEFIT OF BCB OLATHE HOLDINGS LLC, AND ITS SUCCESSORS AND ASSIGNS (BUILDING I)**

WHEREAS, the City of Olathe, Kansas (the “City”), desires to promote, stimulate and develop the general welfare and economic prosperity of the City and its inhabitants and thereby to further promote, stimulate and develop the general welfare and economic prosperity of the State of Kansas; and

WHEREAS, the City is authorized and empowered under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive (the “Act”), to issue industrial revenue bonds to pay the cost of certain facilities (as defined in the Act) for the purposes set forth in the Act, and to lease such facilities to private persons, firms or corporations; and

WHEREAS, BCB Olathe Holdings LLC, a Kansas limited liability company, has submitted to the City an Application for the Issuance of Industrial Revenue Bonds (the “Application”) requesting that the City finance the cost of acquiring, constructing and equipping an approximately 70,000 square commercial and warehouse facility as more fully described in the Application (the “Project”) through the issuance of its industrial revenue bonds in the principal amount of not to exceed \$10,200,000 (the “Bonds”), and to lease the Project to BCB Olathe Holdings LLC, a Kansas limited liability company, or its successors and assigns (the “Company”) in accordance with the Act; and

WHEREAS, it is hereby found and determined to be advisable and in the interest and for the welfare of the City and its inhabitants that the City finance the costs of the Project by the issuance of the Bonds in one or more series under the Act in the principal amount of not to exceed \$10,200,000, the Bonds to be payable solely out of rentals, revenues and receipts derived from the lease of the Project by the City to the Company.

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

Section 1. Approval of Project. The City Council (the “Governing Body”) hereby finds and determines that the acquiring, constructing and equipping of the Project will promote the general welfare and economic prosperity of the City of Olathe, Kansas, and thereby further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas, and the issuance of the Bonds to pay the costs of the Project will be in furtherance of the public purposes set forth in the Act. The Project shall be located on approximately 8.47 acres of land at 11730 Kansas City Road in Olathe, Kansas.

Section 2. Intent to Issue Bonds. The Governing Body hereby determines and declares the intent of the City to acquire, construct and equip the Project out of the proceeds of the Bonds of the City in the principal amount of not to exceed \$10,200,000 to be issued pursuant to the Act.

Section 3. Provision for the Bonds. Subject to the conditions of this Resolution, the City expresses its intent to (i) issue its Bonds to pay the costs of acquiring, constructing and equipping the Project, with such maturities, interest rates, redemption terms and other provisions as may be determined

by ordinance of the City; (ii) provide for the lease (with an option to purchase) of the Project to the Company; and (iii) to effect the foregoing, adopt such resolutions and ordinances and authorize the execution and delivery of such instruments and the taking of such action as may be necessary or advisable for the authorization and issuance of the Bonds by the City and take or cause to be taken such other action as may be required to implement the aforesaid.

Section 4. Conditions to Issuance. The issuance of the Bonds and the execution and delivery of any documents related to the Bonds are subject to: (i) passage and publication of an ordinance authorizing the Bonds and obtaining any other necessary governmental approvals; (ii) agreement by the City, the Company and the purchaser of the Bonds upon (a) mutually acceptable terms for the Bonds and for the sale and delivery thereof, and (b) mutually acceptable terms and conditions of any documents related to the issuance of the Bonds and the Project; (iii) the Company's compliance with the City's policies relating to the issuance of industrial revenue bonds and ad valorem tax abatement; and (iv) the receipt and approval by the City of appropriate applications for the issuance of the Bonds.

Section 5. Sale of the Bonds. The sale of the Bonds shall be the responsibility of the Company; provided, however, arrangements for the sale of the Bonds shall be acceptable to the City.

Section 6. Ad Valorem Tax Abatement. Subject to the conditions in Section 4 and compliance with K.S.A. 12-1749c and 12-1749d and in consideration of the Company's decision to acquire, construct and equip the Project, the City hereby agrees to take all appropriate action to request the Kansas Board of Tax Appeals to approve a 100% ad valorem property tax abatement (not including special assessments and taxes that may not be abated by the City under Kansas law) for all property (including real property, building improvements, machinery and equipment) financed with the proceeds of the Bonds.

In consideration of the City's agreement to request 100% ad valorem property tax abatement, the Company will agree to make payments in lieu of tax for the Project to the City as follows:

<u>Year</u> ¹	<u>Approximate Percentage of Payments in Lieu</u>
1	50%
2	50%
3	50%
4	50%
5	50%
6	50%
7	50%
8	50%
9	50%
10	50%

¹Year refers to the first full calendar year following the issuance of the Bonds.

provided, however, any agreed upon valuation for determining the amount of such payment in lieu of tax and any property for which the City shall determine the payment in lieu of tax shall be in excess of that shown above, shall be set forth in the performance based tax agreement executed by the City and the Company. The Project financed with the Bonds shall be entitled to a 10-year tax abatement, with the first year of the abatement being the year beginning on the January 1 following the year the Bonds associated with such Project

are issued. The foregoing percentages are subject to adjustment in accordance with the performance agreement for the Project.

Section 7. Limited Obligations of the City. The Bonds and the interest thereon shall be special, limited obligations of the City payable solely out of the amounts derived by the City under a Lease Agreement with respect to the Bonds and as provided herein and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the owners of the Bonds, as provided in the Indenture. The Bonds shall not constitute a general obligation of the City, the State or of any other political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the City, the State or of any other political subdivision thereof and shall not be payable in any manner by taxation, but shall be payable solely from the funds provided for as provided in the respective Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the City, the State or any other political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

Section 8. Required Disclosure. Any disclosure document prepared in connection with the placement or offering of the Bonds shall contain substantially the following disclaimer:

NONE OF THE INFORMATION IN THIS OFFICIAL STATEMENT, OTHER THAN WITH RESPECT TO INFORMATION CONCERNING THE CITY CONTAINED UNDER THE CAPTIONS "THE CITY" AND "LITIGATION - THE CITY" HEREIN, HAS BEEN SUPPLIED OR VERIFIED BY THE CITY, AND THE CITY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

Section 9. Authorization to Proceed. The Company is hereby authorized to proceed with the acquiring, constructing and equipping of the Project, including the necessary planning and engineering for the Project and entering into of contracts and purchase orders in connection therewith, and to advance such funds as may be necessary to accomplish such purposes, and, to the extent permitted by law, the City will reimburse the Company for all expenditures paid or incurred therefor out of the proceeds of the Bonds.

Section 10. No Reliance on Resolution. Kansas law provides that the City may only issue the Bonds by passing an Ordinance. The City has not yet passed an Ordinance for the Bonds. This Resolution only evidences the intent of the current Governing Body to issue the Bonds for the Projects. The Company should not construe the adoption of this Resolution as a promise or guarantee that the Ordinance for the Bonds will be issued or that any Project will be approved.

Section 11. Termination of Resolution. This Resolution shall automatically terminate three (3) years from the date of the adoption of this Resolution unless (i) the Bonds have been issued by the City for the Project or (ii) a building permit has been issued by the City for the construction of the Project. The City, upon the request of the Company, may extend this time period.

Section 12. Benefit of Resolution. This Resolution will inure to the benefit of the City and the Company. The City may, at the request of the Company, assign all or a portion of the Company's interest in this Resolution to another entity, and such assignee will be entitled to the benefits of the portion of this Resolution assigned and the proceedings related hereto.

Section 13. Further Action. Counsel to the City and Gilmore & Bell, P.C., Bond Counsel for the City, together with the officers and employees of the City, are hereby authorized to work with the purchaser of the Bonds, the Company, their respective counsel and others, to prepare for submission to and final action

by the City all documents necessary to effect the authorization, issuance and sale of the Bonds and other actions contemplated hereunder.

Section 14. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the City.

ADOPTED on March 17, 2020.

CITY OF OLATHE, KANSAS

[SEAL]

By: _____
Mayor

ATTEST:

City Clerk



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 3/17/2020

DEPARTMENT: Legal

STAFF CONTACT: Ron Shaver and Brenda Long

SUBJECT: Consideration of approval of the City Council meeting minutes of March 3, 2020.

ITEM DESCRIPTION:

Consideration of approval of the City Council meeting minutes of March 3, 2020.

SUMMARY:

Attached are the City Council meeting minutes of March 3, 2020 for Council consideration of approval.

FINANCIAL IMPACT:

None

ACTION NEEDED:

Approval of the City Council meeting minutes of March 3, 2020.

ATTACHMENT(S):

A. 03-03-20 Council Minutes



The Council audit committee met with the external auditors from 6:00 p.m. to 6:30 p.m.

A reception to recognize and honor Assistant City Manager, Susan Sherman, for receiving the Buford M. Watson, Jr. award, was held in City Hall Lobby from 6:30 p.m. to 7:00 p.m.

1. CALL TO ORDER

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

Also in attendance was City Manager, Michael Wilkes, Asssitant City Manager, Susan Sherman and City Attorney, Ron Shaver.

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

3. PLEDGE OF ALLEGIANCE

4. SPECIAL BUSINESS

- A.** Recognition of Assistant City Manager, Susan Sherman, for receiving the Buford M. Watson, Jr. Award for Excellence in Public Management from the Kansas Association of City/County Management.
- Mayor Copeland invited Kathy Sexton, City Manager of Derby, Kansas and President of Kansas Association of City/County Management to the podium to present the Buford M. Watson, Jr. award to Assistant City Manager, Susan Sherman.

Ms. Sherman expressed great appreciation for the honor of receiving this award and Mayor Copeland presented her with a bouquet of flowers.

- B.** Recognition of 2020 Olathe Civic Academy Graduates.
- Mayor Copeland invited Civic Academy Coordinator, Kim Delana, to the podium to introduce the class of 2020. Class member, Deborah Winchel, shared highlights of the nine weeks on behalf of the entire

class. Mayor Copeland presented each participant with a certificate.

- C.** Consideration of Resolution No. 20-1019 appointing members to the Parks and Recreation Leadership Board and Board of Trustees of the Olathe Parks and Recreation Foundation.

Mayor Copeland invited Chairman Gregg Foss to introduce the new board members. Certificates of appointment were presented to Keith Hughes and Komalpreet Kaur.

Motion by Bacon, seconded by Vogt to approve Resolution No. 20-1019. The motion carried by the following vote:

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

Absent: Brownlee

- D.** Consideration of Resolution No. 20-1020 reappointing members to the Board of Housing Commissioners.

Mayor Copeland invited Jessica Hotelling, Housing Services Manager, to introduce the members being re-appointed to the Board of Housing Commissioners. Mayor Copeland presented Ryan Lester and Corey Stoltz with certificates of re-appointment.

Motion by Bacon, seconded by Vogt to approve Resolution 20-1020. The motion carried by the following vote:

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

Absent: Brownlee

- E.** Consideration of Resolution No. 20-1021 appointing and reappointing members to the Citizens Police Advisory Council.

Mayor Copeland invited CPAC Chairman, Keith Brown, to the podium to introduce the members of the Citizens Police Advisory Council. Mayor Copeland presented Kyle Kneale with a certificate of appointment, and Virginia Ortiz, James Storms, Dennis Vaverka and Terry Loudermill with certificates of re-appointment.

Motion by Bacon, seconded by Vogt to approve Resolution No. 20-1021. The motion carried with the following vote:

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

Absent: Brownlee

- F.** Recognition of Sandra Danforth for 12 years of service on the Citizens Police Advisory Council.

Mayor Copeland and CPAC Chairman Keith Brown, recognized Sandra Danforth for her 12 years of service on the the Citizens Police Advisory Council. Mayor Copeland presented Sandra with a certificate and a bouquet of flowers.

5. CONSENT AGENDA

Motion by Bacon, seconded by Vogt to approve the Consent Agenda. The motion carred by the following vote:

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

Absent: Brownlee

- A.** Consideration of approval of the City Council meeting minutes of February 18, 2020 and the Joint City Council and Olathe Board of Education meeting minutes of February 20, 2020.
Approved
- B.** Consideration of drinking establishment renewal applications for PB&J Robin, LLC, d/b/a Red Robin, located at 20155 W. 153rd Street, and The Other Place-Olathe, Inc., located at 16590 W. 135th Street.
Approved
- C.** Consideration of pawnbroker/precious metal dealer renewal license applications for Olathe Trading Post, Inc., located at 2049 E. Santa Fe and Heartland Pawnbrokers, LLC, located at 395 N. Ridgeview.
Approved
- D.** Consideration of authorization for the City Manager to attend the 2020 TLG Conference in Phoenix, AZ, May 5-8, 2020.
Approved
- E.** Consideration of acceptance of sculpture for the 2020 Downtown Outdoor Sculpture Exhibit.
Approved
- F.** Request for the acceptance of the dedication of land for public easements for a final plat for Cedar Creek Office Campus F (FP19-0037) containing one (1) office lot 1.78± acres; located along the north side of 103rd Street at its intersection with Hollis Lane. Planning Commission approved this plat 8-0.
Approved
- G.** Request for the acceptance of the dedication of land for public easements and right-of-way for a final plat of Lone Elm Commerce Center, Third Plat (FP19-0038) containing one (1) lot and one (1) common tract on 60.44± acres; located at W. 167th Street and Lone Elm Road. Planning Commission approved the plat 8 to 0.

Approved

- H.** Request for the acceptance of the dedication of land for public right-of-way and public easements for a final plat for BSM Business Center (FP20-0001) containing four (4) commercial lots and one (1) tract on 17.35± acres; located along the west side of S. Kansas City Road, north of its intersection with 119th Street. Planning Commission approved this plat 8-0.

Approved

- I.** Consideration of Consent Calendar.

Approved

- J.** Consideration of Engineer's Estimate, acceptance of bids and award of contract to O'Donnell & Sons Construction for construction of the 127th Street Arterial Mill and Overlay Project, PN 3-P-002-20.

Approved

- K.** Consideration of Engineer's Estimate, acceptance of bids and award of contract to O'Donnell & Sons Construction for construction of the Ridgeview Road Arterial Mill and Overlay Project, PN 3-P-004-20.

Approved

- L.** Consideration of Engineer's Estimate, acceptance of bids and award of contract to Kansas Heavy Construction, LLC for construction of the Sidewalk Construction Project, PN 3-C-072-19.

Approved

- M.** Consideration of award of contract to Murphy Tractor and Equipment Company for the replacement of a compost turner for the Solid Waste Division of Public Works.

Approved

- N.** Consideration of renewal of contracts to Kincaid Ready Mix and Geiger Ready Mix for ready mix concrete for Public Works and the Parks Department.

Approved

- O.** Consideration of renewal of contract with Overhead Door Company for door repair and replacement services.

Approved

- P.** Acceptance of proposals and consideration of award to Lineage Mailing Services, LLC for Postage and Mailing Services.

Approved

- Q.** Acceptance of bid and consideration of award of contract to WHC KCT, LLC dba zTrip to provide transportation services for the Taxi Voucher Program, under the guidance of the Olathe Housing Authority.

Approved

6. NEW CITY COUNCIL BUSINESS

Councilmember Vogt congratulated Assistant City Manager, Susan Sherman, on receiving the Buford M. Watson, Jr. award.

Councilmember McCoy mentioned being at City Hall the previous Friday when 3rd Graders were visiting City Hall and said it was a great way for the kids to learn about local government. He also shared about his visit to Olathe East and said he appreciates all the ways the City works with the School District.

City Manager, Michael Wilkes, also congratulated Susan Sherman on her recognition.

Mayor Copeland mentioned that an Olathe School District teacher is one of the 8 finalist for Kansas Teacher of the Year. He also congratulated Susan Sherman on her award and said she defines excellence and the City is enormously better because of her investment in the community.

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. IRB Report on a request by BCB Olathe Holdings, LLC for a first phase project under a master resolution for the construction of a 70,000 sq. ft. National Headquarters Building with office, showroom and warehouse components to be located at 11730 Kansas City Road.

Councilmember Mickelson asked for a presentation.

Administrative Services Officer, Emily Vincent, gave a presentation on the IRB request.

Councilmember Mickelson asked questions regarding the

amount of taxes expected in year eleven and about the increase in number of employees. Ms. Vincent answered his questions.

2. Report on authorizing improvements to the Water and Sewer System and Revenue Bond Process.
Report accepted.
3. Report on the authorization of the 135th Street and Pflumm Road Geometric Improvements Project, PN 3-C-110-20.
Councilmember Bacon asked about the way this project was being split with Overland Park and why the amount wasn't a 50/50 split.

Deputy Public Works Director, Beth Wright, explained the City of Overland Park's portion only reflects construction costs that will be shared, while the City of Olathe's costs reflects construction and right of way acquisition.

B. DISCUSSION ITEMS

1. Discussion regarding proposed amendments to Resolution No. 16-1008, City Council Policy CC-3 - Time Allocations for Speakers at Public Meetings of the Olathe City Council.
City Attorney, Ron Shaver, gave a presentation detailing the proposed changes and parameters.

10. ADDITIONAL ITEMS

Councilmember Campbell said he liked the suggestions that were provided on how to involve the Teen Council in more activities.

Councilmember Vogt said she supports the ideas for engaging the Teen Council.

Councilmember McCoy shared that he is going to Washington, DC to attend the National League of Cities conference and was planning to maximize his time while there to talk with representatives about transportation needs in our community.

Councilmember Mickelson said he had asked Assistant City Manager, Susan Sherman, for suggestions to engage with the Teen Council and said he thought the ideas were great. He asked if it would take an official vote to implement.

Ms. Sherman said it would not require a vote and she would be talking with the Teen Council about the plans at their next meeting.

Mayor Copeland and all council members present verbally agreed they wanted to move forward with plans to involve the Teen Council.

Councilmember Mickelson asked if there were talking points prepared for those attending the National League of Cities regarding the rail project and asked if he could have a copy for possible future use.

Communications and Customer Service Director, Tim Danneberg, said it would be a part of the conversation while in Washington, DC and said he would provide it in a format that Mr. Mickelson could use at a later time.

11. ADJOURNMENT

Meeting adjourned at 7:58 PM.

Brenda D. Long
Assistant City Clerk



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 3/17/2020

DEPARTMENT: Legal

STAFF CONTACT: Ron Shaver and Brenda Long

SUBJECT: Consideration of a cereal malt beverage license application for Aldi #7 located at 600 N. Millridge St. for calendar year 2020.

ITEM DESCRIPTION:

Consideration of a cereal malt beverage license application for Aldi #7 located at 600 N. Millridge St. for calendar year 2020.

SUMMARY:

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

Name	License #	Site
Aldi #7	20-72	600 N. Millridge Street

FINANCIAL IMPACT:

License fee as established in Title 7 of the Olathe Municipal Code in the amount of \$50 for sale at retail and separate \$25 stamp fee for the State of Kansas has been collected for the license application.

ACTION NEEDED:

Approve the application for a license as part of the consent agenda.

ATTACHMENT(S):

None



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 3/17/2020

DEPARTMENT: Legal

STAFF CONTACT: Ron Shaver and Brenda Long

SUBJECT: Consideration of a new drinking establishment application for HyVee Market Grille #1464, located at 18101 W. 119th Street.

ITEM DESCRIPTION:

Consideration of a new drinking establishment application for HyVee Market Grille #1464, located at 18101 W. 119th Street.

SUMMARY:

The application for the business noted below has been submitted for a drinking establishment license in accordance with Title 7, Liquor Laws, of the Olathe Municipal Code (OMC). The application is available in the City Clerk's office for review.

Hy-Vee Market Grille #1464
18101 W. 119th Street
Olathe, KS 66061

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 this license application.

ACTION NEEDED:

Approve this application for a license as part of the consent agenda.

ATTACHMENT(S):

A: Hy-Vee Market Grille

Brenda Long

From: Brenda Long
Sent: Thursday, February 20, 2020 1:58 PM
To: Benjamin Laxton; Carl Anderson; David Bryant; Dennis Pine; Dianna Wright; GIS Shared; James Gorham; Jo Prochko; Rachelle Breckenridge
Subject: DEL - HyVee #1464 2-20-20
Attachments: DEL - HyVee #1464 2-20-20.pdf

Tracking:	Recipient	Response
	Benjamin Laxton	Approve: 2/27/2020 9:34 AM
	Carl Anderson	Approve: 2/21/2020 1:07 PM
	Dianna Wright	Approve: 2/21/2020 8:57 AM
	GIS Shared	Approve: 2/24/2020 12:56 PM
	James Gorham	Approve: 2/25/2020 2:25 PM
	Rachelle Breckenridge	Approve: 2/27/2020 2:47 PM

Please use the voting tab to make comments and recommendations for the attached renewal drinking establishment license application by February 27.

[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: February 21, 2020

Resource Management is in receipt of Hy-Vee Market Grille #1464 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 Market Grille #1464, 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.

CITY OF OLATHE

DRINKING ESTABLISHMENT LICENSE APPLICATION

Date: 2/5/2020 Business Phone: 913-393-4150Name of Establishment: Hy-Vee Market Grille #1464Name of Applicant: Hy-Vee, Inc.Business Address of Applicant: 5820 Westown Pkwy, West Des Moines, IA
City State Zip 50266E-mail Address of Applicant (optional): Kpalmer@hy-vee.comLegal description of premises: Hy-Vee Market Grille
in the city of Olathe, Johnson CountyOwner of premises (if different than applicant): Hy-Vee, Inc.Address of owner of premises: 5820 Westown Pkwy, West Des Moines, IA
City State Zip 50266

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,

Name of Applicant (Assistant Controller)

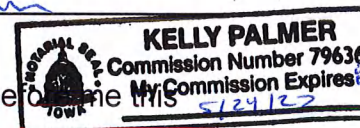
Signature [Signature]

Title

ANDREW SCHROEDER
Assistant Vice President, SEAL
Assistant Controller

State of IowaCounty of PolkNotary [Signature]

Sworn and subscribed before me this

This 13 day of Feb, 2020



February 3, 2020

Hy-Vee Market Grille 1464

Attn: Manager
5820 Westown Parkway
West Des Moines, IA 50266

3/30/20

Dear License Holder:

Your City of Olathe **drinking establishment license**, located at 18101 W. 119th St., expires on 4/30/2020. To renew your license, please complete and return the enclosed application and submit noted attachments. (State license may be submitted separately after issuance by the State.)

A copy of your Kansas liquor license application must be included; this is needed before we can begin the processing of your City application. Also, please allow a minimum of thirty (30) days for your application to be processed, as approvals are required from several City departments as well as the City Council. Submitting your City application at the same time you submit your State application will help ensure your current City license does not expire prior to the issuance of your new license.

If you have questions, please contact the City Clerk's Office at 913-971-8675.

Sincerely,

Brenda Long
Assistant City Clerk

Enclosure: City Application

Cash Receipt



Receipt #: 50164
User: BRENDA DL
Dept: CC
Date: 02/20/2020
Time: 12:57:23

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

Customer: HyVee #1464

THANK YOU FOR YOUR PAYMENT

ON BEHALF OF CITY TREASURER, DIANNA WRIGHT _____

Item	Description	Notes	Amount
DRINKING ESTAB	HyVee #1464 Renewal	1652441	\$500.00
		Final	
		Total Received	\$500.00



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 3/17/2020

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 National League of Cities Congressional Cities Conference in Washington, D.C. March 7-10, 2020

ITEM DESCRIPTION:

Consideration of business expense statement for City Manager, Michael Wilkes, for expenses incurred to attend the National League of Cities Congressional Cities Conference in Washington, D.C. March 7- 10 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 and City Manager be placed on the Council agenda for approval.

FINANCIAL IMPACT:

Funding is included in the 2020 budget.

ACTION NEEDED:

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

ATTACHMENT(S):

A: BES - Wilkes



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 Wilkes	Employee #	124702	Department:	CMO
Business Expense Purpose:	NLC Congressional City Conference			Destination:	Washington, D.C.
Departure Date:	3/7/20	Return Date:	3/12/20		
Comments:	0			E1 Budgeted Acct #	1001020.62220
Sharing hotel room? Whom with: 0					

Total Expenses from TRA		BES				
		Paid with City P-Card	Paid to Vendor	Paid by Employee		
Registration:	505.00	505.00	✓			
Airfare:	450.00			623.96	✓	
Lodging:	2,063.10			1,175.94	✓	Include all cost & fees - Itemized receipt for Lodging required
Car Rental:	-					
KCI Airport parking:	70.00					
		Meals Overnight Travel				
		Search for City - GSA.gov website				
		M&IE Meal breakdown will auto populate				
Per Diem for Meals:	456.00					
		No receipts required			210.00	✓
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 P-Card	Paid to Vendor	Paid by Employee	Totals from page 2	
Private Vehicle Mileage:	46.00			46.00	92.00	✓
Cab/Shuttle fares:						
Tolls/Baggage fees:	250.00					
Fuel - City Vehicle:	-					
Miscellaneous Expense:	-			5.00	5.00	✓
TOTAL TRA ESTIMATED EXPENSES		TOTAL EXPENSES		2,565.90		
		Total Expensed paid by employee		2,060.00	\$2,106.90	✓
		Travel Advance issued to Employee				
		Amount owed Employee/ (owed to City)		2,060.00	\$2,106.90	✓
						ACH direct deposit rather than a check can be provided. Complete and submit APACH form
Comments: In lieu of Airport Parking, was dropped off and picked up by wife due to car in shop ✓						

REVIEWED

By Tracy Fiorini at 2:58 pm, Mar 12, 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 Wilkes
 Business Expense Purpose: Washington, D.C.

Department: CMO

Mileage Calculation: *Mileage log may be used for detail*

Date	Destination	Rate	Miles	Amount
03/07/2020	Round Trip to Airport to be dropped off	\$0.575	80	46.00
03/12/2020	Round trip to Airport to be picked up		80	46.00
				-
				-
				-
Total				92.00

Cab/Shuttle fares/Tolls:

Date	Description	Amount
Total		-

Fuel - City Vehicle:

Date	Amount
Total	

Meals Local:

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

Business Meeting & Guests:

Date	Purpose	Firm & Persons Present	Amount
Total			-

Miscellaneous Expense:

Date	Description	Amount
3/10/20	Cash Tip for Luggage	5.00
Total		5.00



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 3/17/2020

DEPARTMENT: Legal

STAFF CONTACT: Ron Shaver; Daniel Yoza

SUBJECT: Consideration of Resolution No. 20-1024 regarding Time Allocations and Rules of Conduct at City Council Meetings.

ITEM DESCRIPTION: Amendments to City Council Policy CC-3 - Time Allocations for Speakers at Public Meetings of the Olathe City Council.

SUMMARY:

This item was presented as a Discussion Item on the March 3, 2020 City Council agenda.

Staff was requested to update City Council Policy CC-3 (Resolution 16-1008) (the "Policy") regarding Time Allocations for Speakers at Public Meetings of the Olathe City Council.

The proposed amended Policy (Attachment A) include re-naming the Policy "Time Allocations and Rules of Conduct at City Council Meetings". The amendments to the Policy are designed to create a fair, efficient, and civil process for members of the public to address the Governing Body. Staff has amended the Policy to 1) distinguish between speaking at public hearings and speaking on general issues or concerns, and 2) establish rules of conduct for speakers and audience members.

Section One describes the process for signing up to speak at public hearings on the Governing Body's agenda. Individual speakers must sign up at least 1/2 hour prior to the meeting and will be afforded up to 5 minutes to address the Governing Body regarding the subject of the public hearing.

Section Two describes the process for signing up to speak regarding general issues or concerns. Speakers must sign up at least 1/2 hour prior to the meeting. Speakers will be called in the order they sign up and will be afforded up to 3 minutes to address the Governing Body. The total time is limited to 30 minutes. If many people sign up to speak, the time will be allocated fairly within the 30 minutes allotted by the Governing Body.

Section Three establishes rules of conduct for speakers and audience members. Subsection (A) states the Council expectation that speakers will be civil and respectful and should avoid personal attacks, name calling, and inflammatory language. Subsection (B) describes conduct which may result in being removed from the meeting. This includes obscene language or gestures which disrupt the meeting, noisemaking which disrupts the meeting, or use of signs or placards of any kind which disrupt the meeting.

At the request of the City Council, additional language was added after this item was presented as on the March 3, 2020 City Council agenda to add "speaking over a member of the Governing Body or other recognized speaker" in subsection (B)(2).

MEETING DATE: 3/17/2020

FINANCIAL IMPACT:

None

ACTION NEEDED:

Approve Resolution No. 20-1024 regarding Time Allocations and Rules of Conduct at City Council Meetings

ATTACHMENT(S):

Attachment A. Resolution No. 20-1024 - Policy CC-3 - Time Allocations and Rules of Conduct at City Council Meetings.

CITY OF OLATHE	Policy No.: CC-3
COUNCIL POLICY STATEMENT	Date Issued: 1-19-16 <u>-2020</u>
General Scope: City Council	Effective Date: 1-19-16 <u>-</u> <u>2020</u>
Specific Subject: Time Allocations and Rules of Conduct for Speakers at Public Meetings of the Olathe City Council	Cancellation Date: Until Repealed
	Supersedes No.: Listed Below

Purpose:

To set forth the general public policy objectives of the city by establishing time allocations [and rules of conduct](#) for speakers at public meetings before the Olathe City Council.

Statement of Policy:

The statement of policy is hereby incorporated with Resolution No. ~~16-1008~~ [20-1024](#).

Previous policy for Time Allocations for Speakers at Public Meetings of the Olathe City Council were established with Resolution No. [16-1008, and](#) 03-1034 and amendment by 03-1124. The previous statement of policy for CC-3 addressed Olathe City Council Committees – Rules and Procedures was repealed with Resolution 99-1040. Establishment of previous City Council Committees and related rules and procedures were incorporated with Resolutions [No. 16-1008,](#) 98-1080, 98-1029, 98-1014, 97-1062 and 95-1041.

RESOLUTION NO. ~~16-1008~~ 20-1024

WHEREAS, Section 2.9 of Charter Ordinance No. ~~62~~76 provides for Governing Body Rules of Procedure; and

WHEREAS, the Governing Body has determined that additional procedures are needed to ensure fair, ~~and~~ efficient, and civil meetings; and

WHEREAS, the Governing Body wishes to state its expectations of conduct for speakers at meetings of the Governing Body; and

WHEREAS, the Governing Body desires that meetings be conducted in an ethical, civil, respectful, and cordial manner; and

WHEREAS, the Governing Body ~~of~~ wants to ensure that ~~all~~ interested parties have an opportunity to be heard at meetings of the Governing Body; ~~and~~.

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

SECTION ONE – PUBLIC HEARING ITEMS:

(A) Persons wanting to address the Governing Body at a public hearing on the Governing Body's meeting agenda will place their name on the public hearing speaker list prior to the meeting by personally signing ~~it~~ the list(s), ~~or~~, via telephone, e-mail, or written correspondence ~~of facsimile to the City Clerk's Office prior to the public meeting~~. The City Clerk will maintain the public hearing speaker list and will post the list not later than one-half (1/2) hour prior to the beginning of the Governing Body meeting.

~~SECTION TWO: The~~ (B) Speakers will be called in the order they appear on the list for each public hearing topic. Persons unable to place their name on the public hearing speaker's ~~list(s)~~ may be allowed to address the Governing Body after recognition by the Mayor or the meeting chair.

~~SECTION THREE:~~

(C) Persons who place their name on the public hearing speaker list in order wanting to address the Governing Body in support ~~of an agenda item~~ or in opposition of an agenda item related to the same public hearing will be allocated five (5) minutes to address the Governing Body.

(D) The Mayor or the meeting chair may limit immaterial, unnecessary, or redundant comments or presentations or may further limit or adjust the allocation of time per speaker in the interest of allowing the Governing Body to conduct its business in a fair and efficient manner. ~~The Mayor or the meeting chair has the discretion to increase or decrease the amount of time allocated to the spokesperson and/or other interested parties.~~

SECTION ~~FOUR~~ TWO – GENERAL ISSUES OR CONCERNS:

(A) Persons wanting to address the Governing Body for general issues or concerns which do not pertain to an item on the Governing Body's meeting agenda ~~are not under consideration as an agenda item for consideration by the Governing Body~~ will place their name on the general issues or concerns speaker list prior to the meeting by personally signing the list, or via telephone, e-mail, or written correspondence to the City Clerk's Office. The City Clerk will maintain the general issues or concerns speaker list and will post the list not later than one-half (1/2) hour prior to the beginning of the Governing Body meeting.

(B) Speakers will be called in the order they appear on the general issues or concerns speaker list. Persons whose names do not appear on the general issues or concerns speaker list will not be recognized to speak. Speakers will be allocated no more than ~~five (5)~~ three (3) minutes to address the Governing Body regarding general issues or concerns. The total time limit for all speakers wanting to address the Governing Body for general issues or concerns is thirty (30) minutes.

(C) The Mayor or the meeting chair may limit redundant comments or presentations or may further limit the allocation of time per speaker so that everyone who wishes to address the Governing Body regarding general issues or concerns has an opportunity within the thirty (30) minutes allotted by the Governing Body. ~~The Mayor or meeting chair has the discretion to increase or decrease the amount of time allocated to individuals and/or the total time limit.~~

~~**SECTION FIVE:** The Mayor or the meeting chair may limit immaterial, unnecessary or redundant comments and/or presentations. If an extensive number of persons in the audience have indicated they want to address the Governing Body, then the Mayor or the meeting chair may limit the time allocated to each speaker, so that everyone has an opportunity to address the Governing Body.~~

SECTION THREE – RULES OF CONDUCT:

(A) Speakers and audience members in attendance at meetings of the Governing Body are expected to conduct themselves in a civil and respectful manner. Speakers and audience members should refrain from personal attacks against any individuals, name calling, and inflammatory language.

(B) The following conduct by speakers or audience members may result in being removed from the meeting at the request of the Mayor or meeting chair:

(1) Use of obscene language or gestures which disrupt the meeting;

(2) Yelling, shouting, chanting, clapping, stomping, speaking over a member of the Governing Body or other recognized speaker, or any other noisemaking which disrupts the meeting; or

(3) Use of signs or placards of any kind in any manner which disrupts the meeting.

SECTION SIX Resolution No 16-1008 is hereby repealed.

SECTION SEVEN: This Resolution shall take effect immediately.

ADOPTED by the Governing Body this ____ day of _____, 2020.

SIGNED by the Mayor this ____ day of _____, 2020.

Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 3/17/2020

DEPARTMENT: Resource Management

STAFF CONTACT: Dianna Wright/Mary Jaeger/Amy Tharnish

SUBJECT: Consideration of Resolution No. 20-1025 authorizing various improvements to the Water and Sewer System of the City and setting forth the intent to issue Water and Sewer Revenue Bonds.

ITEM DESCRIPTION:

Consideration of Resolution No. 20-1025 authorizing various improvements to the Water and Sewer System of the City and setting forth the intent to issue Water and Sewer Revenue Bonds.

SUMMARY:

This Resolution (Attachment B) declares the City's intent to proceed with the design and construction of the specified projects, and further authorizes the City Clerk to give public notice of the City's intent to finance all or a portion of the costs of the projects through the issuance of Water and Sewer Revenue Bonds.

The projects listed below are those that staff is presenting to Council for consideration and authorization. The amount reported is the total project cost and does not represent the amount that will be financed through Water and Sewer Revenue Bonds. The projects will also utilize cash funding. See Attachment A for a detailed description of each project.

Project Number	Project Name	Total Project Cost
5-C-002-20	Remote Facilities Improvements	\$ 5,608,500
5-C-048-20	Ridgeview Rd Watermain Improvements, College and Ridgeview	1,387,000
5-C-028-20	WTP2: Electrical/Backup Power	10,246,000
5-C-026-20	WTP2: Chemical Feed Modifications	3,525,000
5-B-007-20	Lone Elm Booster Pump Station and Main	14,283,923
		\$ 35,050,423

This Resolution does not approve design and construction contracts for the projects, nor does it specifically approve the issuance of Revenue Bonds. Staff will return to Council at a later date for authority to enter into design and construction contracts and to authorize future issuance of Revenue Bonds.

Staff will return to Council on April 7, 2020 with a resolution authorizing the sale of bonds.

FINANCIAL IMPACT:

Adopting this Resolution evidences the City's intent to undertake the projects and issue the bonds. An amount not to exceed \$38,905,000 of Water and Sewer Revenue Bonds may be issued to finance these costs, including bond reserves and issuance costs.

MEETING DATE: 3/17/2020

ACTION NEEDED:

Approval of Resolution No. 20-1025 authorizing various improvements to the Water and Sewer System of the City and setting forth the intent to issue Water and Sewer Revenue Bonds for the purpose of paying the costs of the projects.

ATTACHMENT(S):

A: Project Descriptions

B: Resolution 20-1025

Attachment A
Project Descriptions

Remote Facilities Improvements (5-C-002-20)

Replacement of all the electrical feed equipment at all the water tower sites, lighting and security upgrades and lightning protection upgrades for the well fields and replacement of the aging generator at Collector Well #2. Also, rehabilitation or replacement of the existing pumps as determined by the asset management system. All remote facility piping, associated with each site, will be recoated to extend the useful life of these assets. Improvements are at Black Bob Pump Station, Renner Pump Station, Hedge Lane Pump Station, and Collector Well Generator.

PROPOSED FUNDING SOURCE	PROPOSED FUNDING AMOUNT
REVENUE BONDS	\$4,999,500
CASH	\$609,000
TOTAL	\$5,608,500

Ridgeview Rd Watermain Improvements, College and Ridgeview (5-C-048-20)

Installation of over 2,000 LF of watermain to complete the necessary watermain loop from Corporate Ridge to College Boulevard. Installation of a secondary feed along the City boundary to feed Corporate Ridge.

PROPOSED FUNDING SOURCE	PROPOSED FUNDING AMOUNT
REVENUE BONDS	\$1,387,000

WTP2: Electrical/Backup Power (5-C-028-20)

Construction of a centralized power center for a single power feed from Evergy, a new generator to provide automated backup power to all plant processes, upgrades to the SCADA system and electrical duct banks and cables for re-distribution of power at Water Treatment Plant 2. Generators will also be installed at Collector Wells 3 and 4 to provide backup power.

PROPOSED FUNDING SOURCE	PROPOSED FUNDING AMOUNT
REVENUE BONDS	\$10,246,000

WTP2: Chemical Feed Modifications (5-C-026-20)

Replacement of the existing buried chemical feed lines in a new concrete duct bank to allow future replacement and maintenance without excavation. The project also includes addition of standby chemical pumps to prevent plant downtime, the addition of chemical containment areas, installation of a new sanitary sewer lift station and forcemain, and a new fluoride feed system.

PROPOSED FUNDING SOURCE	PROPOSED FUNDING AMOUNT
REVENUE BONDS	\$2,869,000
CASH	\$656,000
TOTAL	\$3,525,000

Lone Elm Booster Pump Station and Main (5-B-007-20)

Installation of approximately 4 miles of distribution water main along Lone Elm to 159th Street, then along 159th Street to Old 56 Hwy and then north to 151st St connection. The improvements include the installation of a water booster pump station needed to meet the minimum fire flow requirements of 2,500 gallons per minute in the southwest portion of the City and allow for new growth along 159th Street.

PROPOSED FUNDING SOURCE	PROPOSED FUNDING AMOUNT
REVENUE BONDS	\$765,840
GO BONDS (BENEFIT DISTRICT)	\$13,518,083
TOTAL	\$14,283,923

RESOLUTION NO. 20-1025

A RESOLUTION AUTHORIZING VARIOUS IMPROVEMENTS TO THE WATER AND SEWER SYSTEM OF THE CITY OF OLATHE, KANSAS AND SETTING FORTH THE INTENT TO ISSUE WATER AND SEWER SYSTEM REVENUE BONDS FOR THE PURPOSE OF PAYING THE COSTS OF SUCH IMPROVEMENTS; AND PROVIDING FOR THE GIVING OF NOTICE OF SAID INTENTION.

WHEREAS, the City of Olathe, Kansas (the “Issuer”) is authorized under the laws of the State of Kansas to issue utility revenue bonds to repair, alter, extend, reconstruct, enlarge or improve the water and sewer system (the “System”) owned and operated by the Issuer; and

WHEREAS, the governing body of the Issuer hereby finds and determines it to be necessary to improve the System, and that the costs thereof should be financed by the issuance of utility revenue bonds of the Issuer, under authority of K.S.A. 10-1201 *et seq.*, as amended and supplemented (the “Act”).

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

SECTION 1. It is hereby deemed and declared to be necessary to repair, alter, extend, reconstruct, enlarge or improve the System as follows:

Remote Facilities Improvements (5-C-002-20)

Replacement of all the electrical feed equipment at all the water tower sites, lighting and security upgrades and lightning protection upgrades for the well fields and replacement of the aging generator at Collector Well #2. Also, rehabilitation or replacement of the existing pumps as determined by the asset management system. All remote facility piping, associated with each site, will be recoated to extend the useful life of these assets. Improvements are at Black Bob Pump Station, Renner Pump Station, Hedge Lane Pump Station, and Collector Well Generator.

Ridgeview Rd Watermain Improvements, College and Ridgeview (5-C-048-20)

Installation of over 2,000 LF of watermain to complete the necessary watermain loop from Corporate Ridge to College Boulevard. Installation of a secondary feed along the City boundary to feed Corporate Ridge.

WTP2: Electrical/Backup Power (5-C-028-20)

Construction of a centralized power center for a single power feed from Evergy, a new generator to provide automated backup power to all plant processes, upgrades to the SCADA system and electrical duct banks and cables for re-distribution of power at Water Treatment Plant 2. Generators will also be installed at Collector Wells 3 and 4 to provide backup power.

WTP2: Chemical Feed Modifications (5-C-026-20)

Replacement of the existing buried chemical feed lines in a new concrete duct bank to allow future replacement and maintenance without excavation. The project also includes addition of standby chemical pumps to prevent plant downtime, the addition of chemical containment areas, installation of a new sanitary sewer lift station and forcemain, and a new fluoride feed system.

Lone Elm Booster Pump Station and Main (5-B-007-20)

Installation of approximately 4 miles of distribution water main along Lone Elm to 159th Street, then along 159th Street to Old 56 Hwy and then north to 151st St connection. The improvements include the installation of a water booster pump station needed to meet the minimum fire flow requirements of 2,500 gallons per minute in the southwest portion of the City and allow for new growth along 159th Street.

(collectively, the “Projects”) at an estimated cost of \$35,050,423.

SECTION 2. The Projects will not cause duplication of any existing water and sewer utility service furnished by a private utility in the boundaries of the City.

SECTION 3. It is necessary to issue water and sewer system revenue bonds of the City, in an amount not to exceed \$38,905,000 (the “Bonds”), under authority of the Act, to pay the costs of the Projects and related bond reserves and financing costs. Said Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

SECTION 4. Before issuing the Bonds, there shall be published one (1) time in the official newspaper of the Issuer, a notice of the intention of the governing body to undertake the Projects and to issue the Bonds in substantially the form attached hereto and made a part hereof by reference as though fully set out herein; and if within fifteen (15) days after the publication of such notice, there shall be filed with the Clerk, a written protest against the Projects or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the governing body shall thereupon submit such proposed Projects and the proposed Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the Clerk within the period of time hereinbefore stated, then the governing body of the Issuer shall proceed to authorize the Projects and to issue the Bonds.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ADOPTED BY TWO-THIRDS VOTE of the members of the governing body of the City of Olathe, Kansas, on March 17, 2020.

(Seal)

Mayor

ATTEST:

Clerk

(Published in *The Gardner News* on March ___, 2020)

NOTICE

TO: THE RESIDENTS OF THE CITY OF OLATHE, KANSAS

You are hereby notified that the governing body of the City of Olathe, Kansas (the “Issuer”) intends to repair, alter, extend, reconstruct, enlarge or improve the water and sewer system (the “System”) owned and operated by the Issuer, as follows:

Remote Facilities Improvements (5-C-002-20)

Replacement of all the electrical feed equipment at all the water tower sites, lighting and security upgrades and lightning protection upgrades for the well fields and replacement of the aging generator at Collector Well #2. Also, rehabilitation or replacement of the existing pumps as determined by the asset management system. All remote facility piping, associated with each site, will be recoated to extend the useful life of these assets. Improvements are at Black Bob Pump Station, Renner Pump Station, Hedge Lane Pump Station, and Collector Well Generator.

Ridgeview Rd Watermain Improvements, College and Ridgeview (5-C-048-20)

Installation of over 2,000 LF of watermain to complete the necessary watermain loop from Corporate Ridge to College Boulevard. Installation of a secondary feed along the City boundary to feed Corporate Ridge.

WTP2: Electrical/Backup Power (5-C-028-20)

Construction of a centralized power center for a single power feed from Evergy, a new generator to provide automated backup power to all plant processes, upgrades to the SCADA system and electrical duct banks and cables for re-distribution of power at Water Treatment Plant 2. Generators will also be installed at Collector Wells 3 and 4 to provide backup power.

WTP2: Chemical Feed Modifications (5-C-026-20)

Replacement of the existing buried chemical feed lines in a new concrete duct bank to allow future replacement and maintenance without excavation. The project also includes addition of standby chemical pumps to prevent plant downtime, the addition of chemical containment areas, installation of a new sanitary sewer lift station and forcemain, and a new fluoride feed system.

Lone Elm Booster Pump Station and Main (5-B-007-20)

Installation of approximately 4 miles of distribution water main along Lone Elm to 159th Street, then along 159th Street to Old 56 Hwy and then north to 151st St connection. The improvements include the installation of a water booster pump station needed to meet the minimum fire flow requirements of 2,500 gallons per minute in the southwest portion of the City and allow for new growth along 159th Street.

(collectively, the “Projects”) at an estimated cost of \$35,050,423.

In order to finance the Projects and related bond reserves and financing costs, the governing body of the Issuer further intends to issue water and sewer system revenue bonds, in an amount not to exceed \$38,905,000 (the “Bonds”) in one or more series under the authority of K.S.A. 10-1201 *et seq.* (the “Act”).

The Bonds will **not** be general obligations of the Issuer payable from taxation, but shall be payable only from net revenues of the System. The proceeds of the Bonds will be used to pay the costs of the Projects and related bond reserves and financing costs.

This Notice shall be published one time in the official newspaper of the Issuer, and if within fifteen (15) days after the date of said publication there shall be filed with the Clerk, a written protest against the Projects or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, then the governing body shall submit such proposed Projects and the proposed Bonds to the electors of the Issuer at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed within said period of time, the governing body shall proceed with the Projects and the issuance of the Bonds.

DATED: March 17, 2020.

ATTEST:

/s/ Michael E. Copeland, Mayor

/s/ Emily Vincent, City Clerk

CERTIFICATE OF NO PROTEST

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

The undersigned, Clerk of the City of Olathe, Kansas (the “Issuer”), does hereby certify that the governing body of the Issuer duly adopted Resolution No. 20-____, on March 17, 2020, declaring it necessary to repair, alter, extend, reconstruct, enlarge or improve the water and sewer system (the “System”) owned and operated by the Issuer (the “Projects”) at an estimated cost of \$35,050,423, and to issue water and sewer system revenue bonds as more specifically described in said Resolution, in an amount not to exceed \$38,905,000 (the “Bonds”), under the authority of K.S.A. 10-1201 *et seq.* (the “Act”) in order to pay the costs of the Projects and related bond reserves and financing costs. A Notice of said intention was duly published one time in *The Gardner News*, the official newspaper of the Issuer on March __, 2020, as required by the Act. More than fifteen (15) days has elapsed from March __, 2020. There has been no sufficient written protest filed in my office against the Projects or against the issuance of the Bonds, as provided by the Act.

WITNESS my hand and official seal on _____, 2020.

(Seal)

Emily Vincent, City Clerk



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 3/17/2020

DEPARTMENT: Public Works - Planning Division

STAFF CONTACT: Emily Carrillo, Senior Planner

SUBJECT: FP20-0002: Final Plat for the Reserve at Ravenwood; Applicant: Kohen Zalman, CMH Parks Inc.

ITEM DESCRIPTION:

Request for the acceptance of the dedication of vacation of right-of-way and public easements for a final plat for **Reserve at Ravenwood** (FP20-0002) containing one (1) residential lot and three (3) common tracts on approximately 1.65± acres; Located at the Northeast corner W. 120th Terrace and Iowa Street. Planning Commission recommends approval 7 to 0.

SUMMARY:

This final plat application will dedicate land for public easements and vacate a section of existing right-of-way. This is a replat for the northern portion of the Reserve at Ravenwood 1st Plat and the Reserve at Ravenwood 2nd Plat.

New Utility Easements (U/E), Drainage Easements (D/E), and a Tree Preservation Easement (TP/E) will be dedicated to the City with this final plat. Existing right-of-way is being vacated from the northern portion of Quail Ridge Drive to accommodate a tree preservation easement (TP/E) to be sold to and maintained by the adjacent property owner to the north. A preliminary site development plan was approved for construction of the pool in 2017 and was recently constructed on Tract AA of this final plat.

Since this application is for a replat of previously platted property, no street or traffic signal excise taxes are required.

FINANCIAL IMPACT:

None.

ACTION NEEDED:

1. Accept the dedication of land for public purposes and right-of-way vacation for Reserve at Ravenwood (FP20-0002).
 2. Reject the dedication of land for public purposes and vacation of right-of-way for Reserve at Ravenwood and return the plat to the Planning Commission for further consideration with a statement specifying the basis for the Governing Body's failure to accept the dedication.
-

ATTACHMENT(S):

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



Planning Division

STAFF REPORT**Planning Commission Meeting: March 9, 2020**

Application:	FP20-0002, Reserve at Ravenwood Final Plat		
Location:	Northeast corner W. 120th Terrace and Iowa Street		
Owner/Applicant:	Kohn Zalman; CMH Parks Inc.		
Engineer:	Matthew Schlicht; Engineering Solutions		
Staff Contact:	Emily Carrillo, Senior Planner		

Site Area:	<u>1.65± acres</u>	Use:	<u>Residential</u>
Lots:	<u>1</u>		
Tracts:	<u>3</u>	Current Zoning:	<u>RP-1 (Planned Residential, Single Family)</u>

1. Comments:

The following application is a final plat for The Reserve at Ravenwood which will dedicate land for public easements and vacate a section of existing right-of-way.

This is a replat of Tract A from the Reserve at Ravenwood 1st Plat (FP15-0014); and a replat of Lot 42 and Tract BB from the Reserve at Ravenwood 2nd Plat (FP16-0021).

The subject property was rezoned to the RP-1 District in 2005 (RZ-05-022). A preliminary site development plan was approved by City Council for construction of the pool in 2017 (PR17-0053) and was recently constructed on Tract AA of this final plat.

2. Plat Review:

- a. **Lots/Tracts** – The plat includes one (1) residential Lot and three (3) common Tracts totaling approximately 1.65± acres.

Tract AA is intended to be used by the Homeowners Association for pool and amenities.

Tract E is intended to be used for tree preservation and fencing and will be sold and maintained by the adjacent lot owner.

Tract F is intended to be used for detention purposes and will be maintained by the Homeowners Association.

- b. **Access and Right-of-Way** – Existing right-of-way included in Tract E is being vacated with this plat consistent with UDO 18.40.190-D.1. This final plat vacates ten (10) feet of public right-of-way from the northern portion of Quail Ridge Drive to accommodate a tree preservation easement (TP/E) that will be sold to and maintained by the adjacent property owner to the north.
- c. **Public Utilities** – The subject property is located within WaterOne and Johnson County Wastewater service areas. New Utility Easements (U/E), Drainage Easements (D/E), and a Tree Preservation Easement (TP/E) will be dedicated to the City with this final plat.

3. **Excise Taxes:**

Chapter 3.35.050(B) of the Olathe Municipal Code states that any replat of previously platted land that was approved by the City is exempt from paying street and traffic signal excise taxes. Since this application is for a replat of previously platted property, no street or traffic signal excise taxes are required.



View of site looking northeast from intersection of N. Iowa Street and 120th Terrace.



View of existing tree line and pool facility, looking southeast from N. Iowa Street.

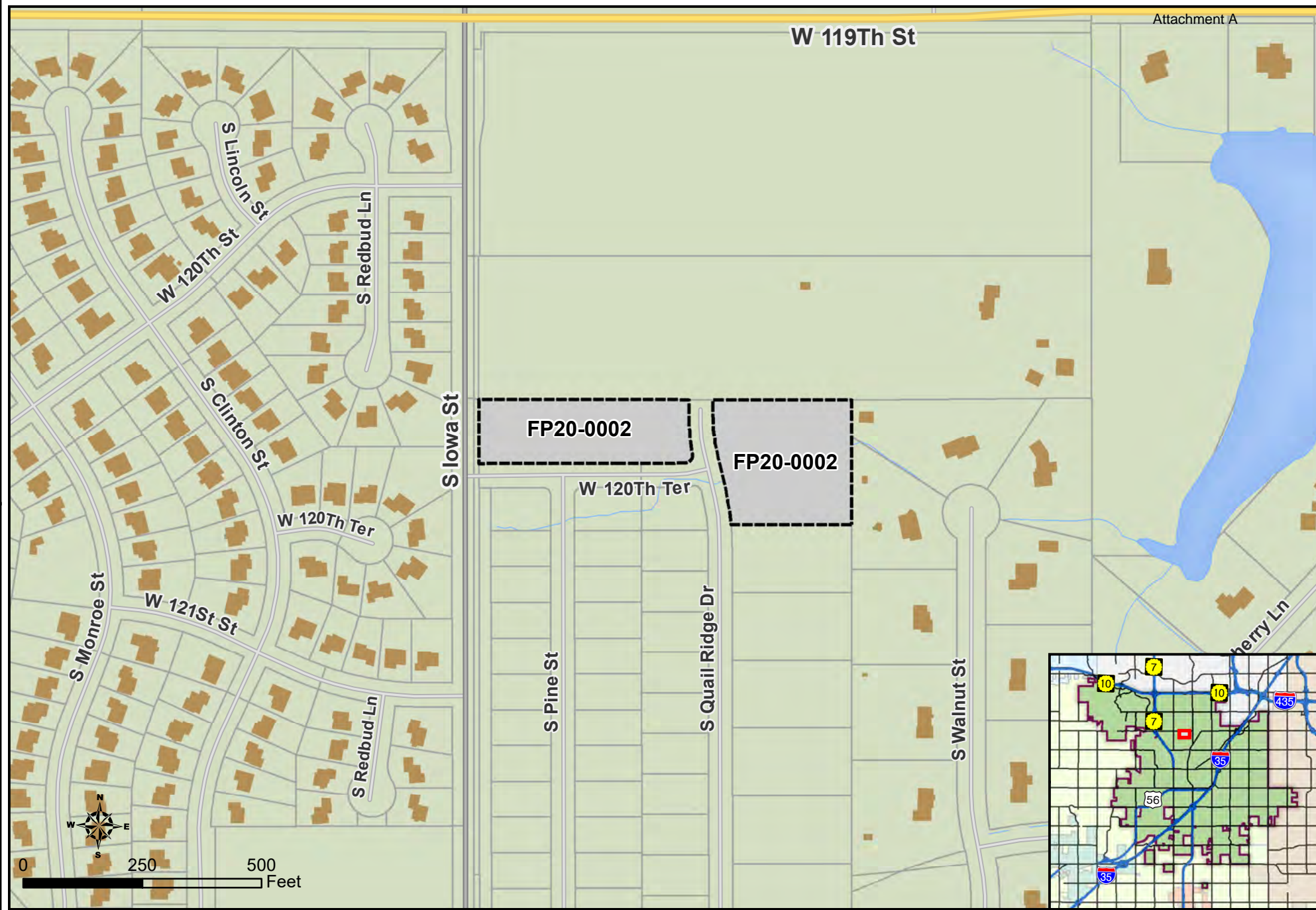


Aerial view of site outlined in blue.

4. Staff Recommendation:

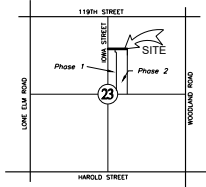
Staff recommends approval of FP20-0002, final plat for The Reserve at Ravenwood with the following stipulations:

- a. Prior to recording the plat, a digital file of the final plat (.pdf format must be submitted to the Planning Division.



THE RESERVE AT RAVENWOOD
FP20-0002

Final Plat
The Reserve at Ravenwood, Lot 42A and Tracts AA, E and F
A Replat of Tract A, The Reserve at Ravenwood - 1st Plat,
And Lot 42 and Tract BB The Reserve at Ravenwood - 2nd Plat
Section 23, Township 13S, Range 23E
Olathe, Johnson County, Kansas



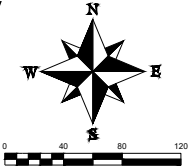
LOCATION MAP
SECTION 23-T13S-R23E

DEVELOPER/OWNER:

CMH PARKS, INC., A TENNESSEE CORPORATION, DBA SUMMIT HOMES
120 SE 30TH STREET
LEE'S SUMMIT, MO 64082
(816) 246-4700

PLAT BOUNDARY DESCRIPTION

ALL OF TRACT A, THE RESERVE AT RAVENWOOD - 1ST PLAT, AS RECORDED IN THE OFFICE OF THE RECORDER, JOHNSON COUNTY, KANSAS, UNDER BOOK 201608, PAGE 010868.
AND
ALL OF LOT 42 AND TRACT BB, THE RESERVE AT RAVENWOOD - 2ND PLAT, AS RECORDED IN THE OFFICE OF THE RECORDER, JOHNSON COUNTY, KANSAS, UNDER BOOK 201708, PAGE 010910.



LEGEND

These standard symbols will be found in the drawing.
● Set 1/2" Rebar & Cap (LS-218-D)
⊙ Found Survey Monument (As Noted)

DEDICATION:

THE UNDERSIGNED OWNERS OF THE TRACT OF LAND DESCRIBED HEREIN HAS CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT. SAID SUBDIVISION AND PLAT SHALL HEREAFTER BE KNOWN AS
THE RESERVE AT RAVENWOOD, LOT 42A AND TRACTS AA, E AND F
THE UNDERSIGNED PROPRIETORS OF THE PROPERTY SHOWN ON THIS PLAT DO HEREBY DEDICATE FOR PUBLIC USE AND PUBLIC WAYS AND THOROUGHFARES, ALL PARCELS AND PARTS OF LAND INDICATED ON SAID PLAT AS STREETS, TERRACES, PLACES, ROADS, DRIVES, LANES, AVENUES, AND ALLEYS, NOT HERETOFORE DEDICATED.

THE UNDERSIGNED PROPRIETORS OF SAID PROPERTY SHOWN ON THIS PLAT DO HEREBY CERTIFY THAT ALL PRIOR EXISTING EASEMENT RIGHTS ON LAND TO BE DEDICATED FOR PUBLIC USE AND PUBLIC WAYS AND THOROUGHFARES RUNNING TO ANY PERSON, UTILITY, OR CORPORATION HAVE BEEN ABSOLVED EXCEPT THAT SAME PERSON, UTILITY OR CORPORATION SHALL RETAIN WHATEVER RIGHTS THEY WOULD HAVE AS IF LOCATED IN A PUBLIC STREET.

AN EASEMENT IS HEREBY GRANTED TO THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS, TO LOCATE, CONSTRUCT AND MAINTAIN OR AUTHORIZE THE LOCATION, CONSTRUCTION OR MAINTENANCE AND USE OF SANITARY SEWER LINES AND SURFACE DRAINAGE FACILITIES, INCLUDING MANHOLES, INLETS, PIPES, DRAINS, ETC., UPON, OVER, AND UNDER THOSE AREAS OUTLINED HEREON AND DESIGNATED ON THIS PLAT AS "SE" OR "DRAINAGE EASEMENT".
AN EASEMENT TO ENTER UPON, LOCATE, CONSTRUCT AND MAINTAIN OR AUTHORIZE THE LOCATION, CONSTRUCTION OR MAINTENANCE AND USE OF CONDUITS, WATER LINES, STORM PIPES, SEWER PIPES AND RELATED FACILITIES AND STRUCTURES, STREET TREES AND SIDEWALKS UPON, OVER AND UNDER THESE AREAS OUTLINED AND DESIGNATED ON THIS PLAT AS "UT" OR "UTILITY EASEMENT" IS HEREBY GRANTED TO THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS, AND OTHER GOVERNMENTAL ENTITIES AS MAY BE AUTHORIZED BY STATE LAW TO USE SUCH EASEMENT FOR SAID PURPOSES.

AN EASEMENT IS HEREBY DEDICATED TO THE CITY OF OLATHE, TO ENTER UPON, OVER AND ACROSS THOSE AREAS AS OUTLINED AND DESIGNATED ON THIS PLAT AS "TREE PRESERVATION EASEMENT" OR "TPE". TREES SHALL NOT BE REMOVED FROM A TREE PRESERVATION EASEMENT WITHOUT THE CITY OF OLATHE'S PERMISSION, UNLESS SUCH TREE IS DEAD, DISEASED OR POSES A THREAT TO THE PUBLIC OR ADJACENT PROPERTY. THE INDIVIDUAL PROPERTY OWNERS, OR THEIR DESIGNEES, SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE TREE PRESERVATION EASEMENT, INCLUDING BUT NOT LIMITED TO THE REMOVAL OF DEAD, DISEASED TREES OR TREES POSING A THREAT TO THE PUBLIC OR ADJACENT PROPERTY.

EXISTING RIGHT-OF-WAY INCLUDED IN TRACT E IS BEING VACATED WITH THIS PLAT APPLICATION CONSISTENT WITH LDO 18-40 190-D.1.

TRACT DEDICATION:

TRACT AA, AS SHOWN HEREON, IS INTENDED TO BE USED BY THE HOME OWNERS ASSOCIATION FOR FUTURE POOL AND AMENITIES.

TRACT E, AS SHOWN HEREON, IS INTENDED TO BE USED FOR TREE PRESERVATION AND FENCING AND IS INTENDED TO BE SOLD TO, AND MAINTAINED BY, THE ADJACENT LOT OWNER.

TRACT F, AS SHOWN HEREON, IS INTENDED TO BE USED FOR DETENTION PURPOSES AND SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.

CONSENT

THE UNDERSIGNED PROPRIETORS OF THE ABOVE DESCRIBED TRACT OF LAND HEREBY AGREE AND CONSENT THAT THE BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS, AND THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS, SHALL HAVE THE POWER TO RELEASE SUCH LAND PROPOSED TO BE DEDICATED FOR PUBLIC WAYS AND THOROUGHFARES, OR PARTS THEREOF, FOR PUBLIC USE, FORM THE LIEN AND EFFECT OF ANY SPECIAL ASSESSMENTS, AND THAT THE AMOUNT OF IMPROVEMENT SPECIAL ASSESSMENTS ON SUCH LAND DEDICATED SHALL REMAIN A LIEN ON THE REMAINDER OF THIS LAND FRONTING AND ABUTTING ON SAID DEDICATED PUBLIC WAY OR THOROUGHFARE.

OWNER TRACTS A & BB

IN TESTIMONY WHEREOF
CLAYTON PROPERTIES GROUP, INC., A TENNESSEE CORPORATION, DBA SUMMIT HOMES, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS ASSISTANT SECRETARY THIS _____ DAY OF _____, 2020.
CLAYTON PROPERTIES GROUP, INC., A TENNESSEE CORPORATION, DBA SUMMIT HOMES

NOTARY CERTIFICATION

STATE OF _____
COUNTY OF _____

ON THIS _____ DAY OF _____, 2020, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED _____, TO ME PERSONALLY KNOWN AND WHO BEING BY ME DULY SWORN BY ME I DO SAY THAT HE IS VICE PRESIDENT OF CLAYTON PROPERTIES GROUP, INC., A TENNESSEE CORPORATION, DBA SUMMIT HOMES, AND THAT SAID INSTRUMENT WAS SIGNED ON BEHALF OF SAID COMPANY AND AS THE FREE ACT AND DEED OF SAID COMPANY.

IN WITNESS THEREOF:

I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL THE DATE LAST WRITTEN ABOVE.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

OWNER LOT 42

IN TESTIMONY WHEREOF:
KYLE A & MONICA A WILSON, HUSBAND AND WIFE, HAVE CAUSED THESE PRESENT TO BE SIGNED THIS _____ DAY OF _____, 2020.

KYLE A WILSON

MONICA A WILSON

NOTARY CERTIFICATION

STATE OF _____
COUNTY OF _____

ON THIS _____ DAY OF _____, 2020, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED KYLE A & MONICA A WILSON, HUSBAND AND WIFE, TO ME KNOWN TO BE THE PERSONS DESCRIBED HEREIN AND BEING DULY SWORN BY ME I DO ACKNOWLEDGE THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS THEIR FREE ACT AND DEED.

IN WITNESS WHEREOF:

I HAVE SET MY HAND AND AFFIXED MY SEAL THE DAY AND YEAR LAST WRITTEN ABOVE.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE MADE A SURVEY OF THE PREMISES DESCRIBED HEREIN WHICH MEETS OR EXCEEDS THE CURRENT "KANSAS MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS" AS JOINTLY ESTABLISHED BY THE KANSAS BOARD OF TECHNICAL PROFESSIONALS AND THAT THE RESULTS OF SAID SURVEY ARE REPRESENTED ON THIS PLAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

MATTHEW J. SCHUCHT, KPSLS 1586
ENGINEERING SOLUTIONS, LLC, KS CORP LS 218-D

SURVEY AND PLAT NOTES:

- THE FOLLOWING STANDARD MONUMENTS WILL BE SET:
a) SEMI-PERMANENT MONUMENTS
SET 1/2" REBAR WITH PLASTIC CAP IN CONCRETE MARKED "LS-218" AT ALL REAR LOT CORNERS AND CURBS ARE NOTCHED AT THE PROJECTION OF SIDE LOT LINES.
b) PERMANENT MONUMENTS
SET 5/8" REBAR WITH ALUMINUM CAP MARKED "LS-218" AT PLAT BOUNDARY CORNERS.
- THIS SURVEY MEETS OR EXCEEDS THE ACCURACY STANDARDS OF A (SUBURBAN) PROPERTY BOUNDARY SURVEY AS DEFINED BY THE KANSAS STANDARDS FOR PROPERTY BOUNDARY SURVEYS.
- BEARINGS SHOWN HEREON ARE BASED ON THE FINAL PLAT OF THE RESERVE AT RAVENWOOD - 1ST PLAT.
- SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY. NO EVIDENCE OR STATEMENT IS MADE CONCERNING THE EXISTENCE OR UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY. NO ATTEMPT HAS BEEN MADE TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITIONS, CAPACITY OR LOCATION OF ANY UTILITY EXISTING ON THE SITE, WHETHER PRIVATE, MUNICIPAL OR PUBLIC OWNED.
- THE SUBJECT PROPERTY SURVEYED LIES WITHIN A FLOOD ZONE DESIGNATED ZONE (X). PROJECT AREA IS LOCATED OUTSIDE THE 100 YEAR FLOOD PLAIN, PER F.E.M.A. MAP NO. 200910003G, PANEL NO. 63 OF 161, COMMUNITY PANEL NO. 200170003G EFFECTIVE DATE: AUGUST 3, 2009.
- INDIVIDUAL LOT OWNERS SHALL NOT CHANGE OR OBSTRUCT THE DRAINAGE FLOW PATHS ON THE LOTS AS SHOWN ON THE MASTER DRAINAGE PLAN, UNLESS SPECIFIC APPLICATION IS MADE AND APPROVED BY THE CITY ENGINEER.
- ROAD RIGHT OF WAY AS ESTABLISHED BY FINAL PLATS OF THE RESERVE AT RAVENWOOD - 1ST PLAT AND THE RESERVE AT RAVENWOOD-2ND PLAT.

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

APPROVALS:

APPROVED BY THE PLANNING COMMISSION OF THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS, THIS _____ DAY OF _____, 2020

CHAIRMAN, C. S. VAKAS

APPROVED BY THE GOVERNING BODY OF THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS, THIS _____ DAY OF _____, 2020

MAYOR, MICHAEL E. COPELAND

DEPUTY CITY CLERK, DAVID F. BRYANT II, MMC

REVISIONS

DATE	REVISION

A Replat of Tract A, The Reserve at Ravenwood - 1st Plat, and Lot 42 and Tract BB The Reserve at Ravenwood - 2nd Plat Section 23, Township 13S, Range 23E Olathe, Johnson County, Kansas

Final Plat						
The Reserve at Ravenwood, Lot 42A and Tracts AA, E and F						
SHEET	SECTION	TOWNSHIP	RANGE	COUNTY	JOB NO.	
1	23	13S	23E	Johnson	Replat of Reserve	
DRAIN BY				SCALE	DATE OF PREPARATION	

PROFESSIONAL SEAL

ENGINEERING SOLUTIONS
5018 30TH STREET
SUITE 100
P.O. BOX 625-9888 F 8560623-9849



Planning Division

MINUTES**Planning Commission Meeting: March 9, 2020**

Application:	<u>FP20-0002:</u> Request approval for a final plat for The Reserve at Ravenwood containing one (1) lot and three (3) common tracts on 3.03± acres; located in the vicinity of W 120th Terrace and S Iowa Street.
---------------------	---

A motion to approve FP20-0002 on the Consent Agenda was made by Comm. Sutherland and seconded by Comm. Allenbrand, and passed with a vote of 7 to 0 with the following stipulation:

- 1. Prior to recording the plat, a digital file of the final plat (.pdf format) must be submitted to the Planning Division.*



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 3/17/2020

DEPARTMENT: Resource Management

STAFF CONTACT: Jeff DeGraffenreid/Dianna Wright/Amy Tharnish

SUBJECT: Consideration of renewal of contract to AdventHealth Centra Care: Corporate Care to provide pre-employment physicals and workers compensation services.

ITEM DESCRIPTION:

Consideration of renewal of contract to AdventHealth Centra Care: Corporate Care to provide pre-employment physicals and workers compensation services.

SUMMARY:

AdventHealth Centra Care provides annual physicals for first responders as well as pre-employment physicals, vaccinations, and drug screenings, as required. AdventHealth Centra Care has a City of Olathe facility which makes it more accessible to staff. They also provide evening and weekend service hours for convenience. The City spends an average of approximately \$95,000 annually on this contract.

Staff recommends exercising the renewal option for a one (1) year contract with AdventHealth Centra Care: Corporate Care through April 4, 2021.

FINANCIAL IMPACT:

Estimated annual expenditures of \$95,000 to be supported by the Risk Management Fund.

ACTION NEEDED:

Renewal of contract to AdventHealth Centra Care: Corporate Care until April 4, 2021

ATTACHMENT(S):

None



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 3/17/2020

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger / Beth Wright

SUBJECT: Consideration of Consent Calendar

ITEM DESCRIPTION:

Consideration of Consent Calendar.

SUMMARY:

Consent Calendar consists of Project Completion Certificates for Public Works projects.

FINANCIAL IMPACT:

N/A

ACTION NEEDED:

Approve Consent Calendar for March 17, 2020.

ATTACHMENT(S):

A. Consent Calendar

City Council Information Sheet

Date: March 17, 2020

ISSUE: Consent Calendar for: March 17, 2020

DEPARTMENT: Public Works

SUMMARY:

1) PROJECT COMPLETION CERTIFICATES

- a) Arbor Woods 5th Plat Sanitary Sewer – 1-D-023-18 – Sanitary Sewer
- b) Park View 2nd Plat – 1-D-027-18 – Sanitary Sewer
- c) Stag's Ridge – 3-D-011-19 – Street Lights
- d) Park View 2nd Plat – 3-D-042-18 – Street
- e) Village Cooperative of Olathe – 5-D-055-18 – Waterlines

2) CHANGE ORDERS

- a) none

3) FINAL PAYMENT TO CONTRACTORS

- a) none

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



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 3/17/2020

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger / Beth Wright

SUBJECT: Contract with HDR Engineering, Inc. for design of the Lift Station Replacements Project, PN 1-C-020-15.

ITEM DESCRIPTION:

Consideration of a Professional Services Agreement with HDR Engineering, Inc. for design of the Lift Station Replacements Project, PN 1-C-020-15.

SUMMARY:

The Lift Station Replacements Project is an annual project to upgrade or replace aging lift stations within the City's sanitary sewer system. Staff continually evaluates the conditions of the lift stations based on inspection information and asset management data and may revise the program as necessary based on this information and the total cost of ownership to maintain this infrastructure.

This year the project will include replacement of the Hedge Lane Lift Station and upgrades at the 111th Street Lift Station. Upgrades to the 111th Street Lift Station are being handled under a separate construction contract. The Hedge Lane Lift Station is a small residential lift station that is being replaced and relocated due to age and traffic safety concerns. The upper steel portion of the lift station which houses the pumps and controls is in poor condition and the pumping capacity has declined to an average of 485 gpm from a design capacity of 1,000 gpm. Located just off the northwest corner of the intersection of Dennis Avenue and Hedge Lane, components of the lift station have been damaged by vehicle collisions on multiple occasions. The replacement of this lift station will minimize risk, optimize performance, improve efficiency and decrease operations and maintenance costs.

On December 26, 2019, the City advertised a Request for Qualifications (RFQ) for engineering companies to provide design services for the replacement of the Hedge Lane Lift Station. Nine (9) firms responded to the RFQ. After reviewing all proposals, the selection committee chose HDR Engineering, Inc. as the most qualified firm.

The \$164,055 Professional Services Agreement provides engineering services necessary for design of the project, including survey of existing conditions, hydraulic analysis, design of lift station replacements, geotechnical investigation, pump analysis, cost estimates, development of construction plans in accordance with Olathe specifications and industry standards, assistance with bidding of the project for construction and assistance as needed throughout construction.

The project is scheduled to begin design in March 2020. Construction is tentatively scheduled to begin in Fall 2020 with completion in Spring 2021.

FINANCIAL IMPACT:

MEETING DATE: 3/17/2020

Funding for the Hedge Lane Lift Station portion of the Lift Station Replacements Project includes:

Revenue Bonds	\$1,500,000
<u>Water/Sewer Fund</u>	<u>\$ 250,000</u>
Total:	\$1,750,000

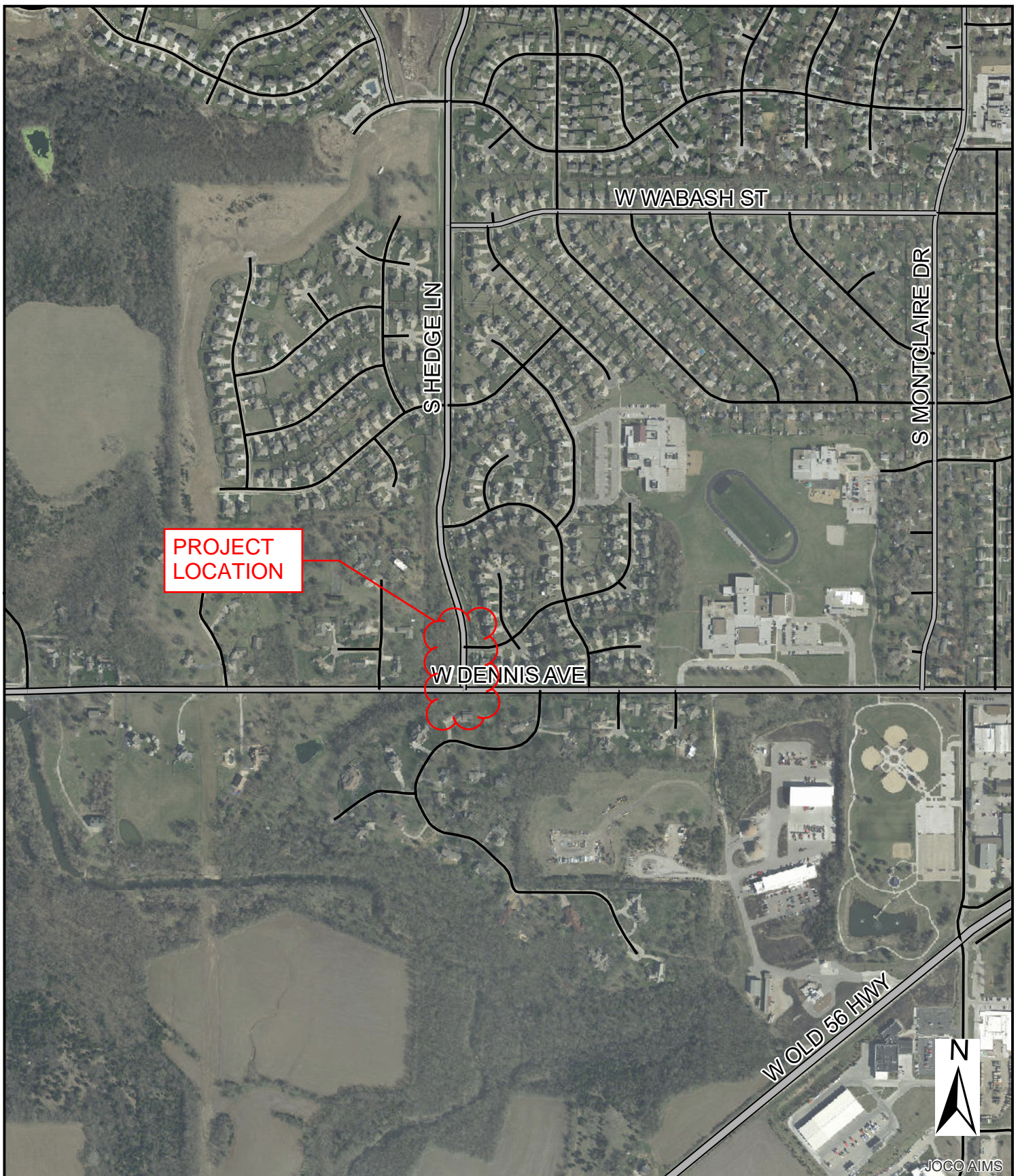
ACTION NEEDED:

Approval of a Professional Services Agreement with HDR Engineering, Inc. for design of the Lift Station Replacements Project, PN 1-C-020-15.

ATTACHMENT(S):

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

Lift Station Replacement Project 1-C-020-15 Project Location Map





Project Fact Sheet
Lift Station Replacements Project
1-C-020-15
March 17, 2020

Project Manager: Beth Wright / Aaron Wasko

Description: The Lift Station Replacements Project is an annual project to upgrade or replace aging lift stations within the City's sanitary sewer system. This year the project will include replacement of the Hedge Lane Lift Station and upgrades at the 111th Street Lift Station. Upgrades to the 111th Street Lift Station are being handled under a separate construction contract.

Justification: The Hedge Lane Lift Station is a small residential lift station that is being replaced and relocated due to age and traffic safety concerns. The upper steel portion of the lift station which houses the pumps and controls is in poor condition and the pumping capacity has declined to an average of 485 gpm from a design capacity of 1,000 gpm. Located just off the northwest corner of the intersection of Dennis Avenue and Hedge Lane, components of the lift station have been damaged by vehicle collisions on multiple occasions. The replacement of this lift station will minimize risk, optimize performance, improve efficiency and decrease operations and maintenance costs.

Schedule:	Item	Date
Design:	RFQ	12/26/2019
	Consultant Selection	02/10/2020
Land Acquisition:		Summer 2020
Construction:	Bid Award	Fall 2020 - estimate
	Completion	Spring 2021 - estimate
Council Actions:	Date	Amount
Approved in CIP	2019-2023	\$2,108,000
Project Authorization (Water and Sewer Revenue Bonds)	02/05/2019	\$32,000,000
Professional Service Agreement	03/17/2020	\$164,055
Land Acquisition		
Accept Bid/Award Contract		
Funding Sources:	Amount	CIP Year
Revenue Bonds	\$ 1,500,000	2020
Water/Sewer Fund	\$ 250,000	2020
Total	\$ 1,750,000	
Expenditures:	Budget	Amount to Date
Design	\$ 165,000	\$ 0
Land Acquisition	\$ 210,000	\$ 0
Staff	\$ 50,000	\$2,613
Inspection	\$ 75,000	\$ 0
Construction	\$ 1,100,000	\$ 0
Contingency	\$ 150,000	\$ 0
Total	\$ 1,750,000	\$2,613

PROFESSIONAL SERVICES AGREEMENT

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

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

Lift Station Replacement Project
Project No. 1-C-020-15

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

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

SECTION I - DEFINITIONS

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

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

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

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

"Construction Cost" means and includes but is not limited to the cost of the entire construction of the Project, including all supervision, materials, supplies, labor, tools, equipment, transportation and/or other facilities furnished, used or consumed in connection with the Project, without deduction on account of penalties, liquidated damages or other amounts withheld from payment to a construction contractor or contractors, but such cost will

not include Consultant's fee, or any other payments to Consultant as set forth herein, and will not include cost of land or rights-of-way and easement acquisition.

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

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

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

"Project" is as above described.

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

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

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

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

SECTION II - COMPENSATION

A. FEES & EXPENSES

1. Total Fee: City agrees to pay Consultant an amount not to exceed One Hundred Sixty Four Thousand Fifty Five Dollars (\$164,055.00), including reimbursable expenses as described herein. The fee is based on the performance of the scope of services outlined in this Agreement, including **Exhibit B** attached hereto and incorporated by reference, and will be billed by Consultant using hourly rates and equipment charges as set forth in **Exhibit C** attached hereto and incorporated by

reference, plus reimbursable expenses as set forth below. All bills will be submitted to City monthly as provided herein.

2. Reimbursable Expenses: Consultant will be reimbursed at the actual cost, not to exceed a total expense of Seven Thousand Seven Hundred Fifty Dollars (\$7,750.00) for the following expenses related only to the Project: (a) expense of transportation in connection with the Project; (b) expenses in connection with authorized out-of-town travel; (c) long-distance communications; (d) expenses of printing and reproductions; (e) postage and facsimile transmissions; (f) expenses of renderings and models requested by City, and (g) other costs as authorized by City in writing as set forth herein.

B. SERVICES BEYOND THE SCOPE OF SERVICES

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

Professional Services.

C. BILLING & PAYMENT

1. Billing: Consultant may bill City monthly for completed Professional Services, including reimbursable expenses. The bill submitted by Consultant must itemize the Professional Services and reimbursable expenses for which payment is requested. City agrees to pay Consultant within thirty (30) days of approval by the Governing Body or other agent of City in accordance with the City's Procurement Policy.
2. City's Right to Withhold Payment: In the event City becomes credibly informed that any representations of Consultant provided in its monthly billing are wholly or partially inaccurate, City may withhold payment of sums then or in the future otherwise due to Consultant until the inaccuracy and the cause thereof is corrected to City's reasonable satisfaction. In the event City questions some element of an invoice, that fact will be made known to Consultant immediately. Consultant will help effect resolution and transmit a revised invoice, if necessary. Amounts not questioned by City will be paid to Consultant in accordance with the contract payment procedures.
3. Progress Reports: A progress report must be submitted with each monthly pay request indicating the percentage of Professional Services completed to date. This report will serve as support for payment to Consultant.

D. SCHEDULE

All work within Section III, Subsections A & B shall be completed on or before August 7, 2020.

SECTION III - RESPONSIBILITIES OF CONSULTANT

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

A. PRELIMINARY DESIGN PHASE

1. Services: The Professional Services to be provided during this phase are set out in **Exhibits B and D**, attached hereto and incorporated by reference.
2. Preliminary Design Documents: Consultant will furnish City copies of the above preliminary design documents per the City of Olathe Technical Specifications and Design Criteria for Public Improvements, unless otherwise noted in **Exhibit B**.

3. Preliminary Cost Estimate: Consultant will furnish City an estimate of probable Construction Cost based on the preliminary design and at subsequent design review submittals as specifically requested by City. Consultant's estimate of probable Construction Cost is to be made based on Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry.
4. Budget: Consultant will immediately advise City if, in its opinion, the amount budgeted for construction is not sufficient to adequately design and construct the improvement as requested.
5. Permits and Right-of-Way: These Professional Services will include preparation of plans, exhibits and applications required for securing approvals, licenses, or permits from governmental or corporate agencies or authorities, and providing City with documents for right-of-way and/or easement acquisition necessary for the construction of the improvement, unless eminent domain proceedings are required to secure the right-of-way and/or easements. Consultant will comply with the conditions set out in the Land Acquisition Checklist for Consultant Projects as in **Exhibit D**. City will be responsible for acquiring the necessary Right-of-Way or Easements, unless otherwise agreed upon between City and Consultant. A property map of the areas needed to be acquired, and other necessary information related to such acquisition, will be provided by Consultant with copies of the preliminary construction plans to the Project Manager. It is recognized that such information cannot be provided for some tracts until the completion of the final construction plans. Consultant will also provide any necessary ownership and encumbrance (O&E) documents.

B. FINAL DESIGN PHASE

1. Services: The Professional Services to be provided during this phase are set out in **Exhibit B** attached hereto and incorporated by reference.
2. Final Design Documents: Consultant will furnish City copies of the final design plans per the City of Olathe Technical Specifications and Design Criteria for Public Improvements unless otherwise noted in **Exhibit B**.
3. Contract Documents: Consultant will prepare for City all Project contract agreement forms, final design plans, general conditions and supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents requested by City, unless such documents are provided by City.
4. Final Cost Estimate: Consultant will furnish City an estimate of probable Construction Cost based on final design. This estimate is commonly known as the "Engineer's Estimate" and will be used as the basis for construction contract award. The Engineer's

Estimate must be sealed and provided by a professional engineer licensed by the State of Kansas. Since Consultant has no control over the cost of labor, materials, or equipment furnished by others not under contract to Consultant, or over the resources provided by others not under contract to Consultant to meet Project schedules, Consultant's opinion of probable costs and of Project schedules for construction may be made based on experience and qualifications as a professional engineer. Consultant does not guarantee that proposals, bids, or actual Project costs will not vary from Consultant's opinions of probable cost or that actual schedules will not vary from Consultant's projected schedules.

5. Budget: Consultant will immediately advise City if, in its opinion, the amount budgeted for the Project is not sufficient to cover all Project costs, including but not limited to, construction, right-of-way and easement acquisition, inspection, and testing.

C. BIDDING PHASE

1. Services: The Professional Services to be provided during this phase are set out in **Exhibit B**, attached hereto and incorporated by reference.
2. Bids Exceeding Cost Estimate: If all bids exceed Consultant's Final Cost Estimate, Consultant, at the request of City and for no additional cost, will prepare a report for City identifying why all the bids exceed the estimate. City has four (4) options if all bids exceed Consultant's estimate. City may: (1) give written approval of an increase in the Project cost up to a maximum of 7% above the authorized total; (2) authorize rebidding of the Project; (3) terminate the Project and this Agreement; or (4) cooperate in revising the Project scope or specifications, or both, as necessary to reduce the construction cost.

D. CONSTRUCTION PHASE

1. In-House Administration and Inspection: It is understood that City will provide full-time, in-house administration and inspection of the construction Project and the work of the construction contractor at City's expense, unless otherwise agreed upon in writing by the Parties. Consultant will assist City by providing general administration and inspection of the work of the construction contractor as requested by City by conducting periodic inspections of the construction contractor's work during construction and will assist City in a final inspection of the construction Project after completion of the work by the construction contractor. Consultant will also check shop drawings and assist City in making interpretation of plans and specifications and reviewing pay estimates for making payments to the construction contractor.
2. Services: The Professional Services provided during this phase are set out in **Exhibit B**, both attached hereto and incorporated by reference.

3. Additional Drawings: If during construction, situations arise which require additional drawings or details, Consultant agrees to provide such additional drawings or details at no cost to City when the additional drawings or details are required to correct Consultant's errors or omissions or clarify Consultant's intent in the original design and preparation of construction drawings. If such situations occur through no fault of Consultant, or are beyond Consultant's control, both Parties agree to negotiate an equitable payment to Consultant for Consultant's Professional Services rendered, which will be accomplished through a Change Order.
4. Staking: Unless otherwise provided, staking must be included in the bid specifications to be performed by the construction contractor.
5. Notice of Defects: If, based on Consultant's involvement during the construction phase, Consultant observes or otherwise becomes aware of any defect in the work, Consultant will give prompt written notice to City of such defects and their approximate location on the Project. However, Consultant will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions, inspections and programs in connection with the work, since these are solely the construction contractor's responsibility under the contract for construction to be entered into with City. Consultant will not be responsible for the construction contractor's schedules or failure to carry out the work in accordance with the Contract Documents. Consultant will not have control over or charge of acts or omissions of any construction contractor, any of a construction contractor's subcontractors, or any of the agents or employees of a construction contractor selected by City to construct the Project.
6. Shop Drawings: Consultant will review and take appropriate action on the chosen construction contractor's shop drawings and samples, and the results of tests and inspections and other data which each construction contractor is required to submit for the purposes of reviewing for compliance with the design concept and conformance with the requirements of the Contract Documents and the City of Olathe Technical Specifications and Design Criteria for Public Improvements.

E. GENERAL DUTIES AND RESPONSIBILITIES

1. Personnel: Consultant will assign only qualified personnel to perform any service concerning the Project as identified in Consultant's response to the Request for Proposals. At the time of execution of this Agreement, the Parties anticipate that the following individual will perform as the principal on this Project: Joseph E. Drimmel, Sr. Vice President, 10450 Holmes Road, Suite 600, Kansas City, MO 64131. 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: Aaron Wasko
1385 S Robinson Dr.
Olathe, KS 66061

HDR Engineering Inc.
Attn: Joseph E. Drimmel
10450 Holmes Rd., Suite 600
Kansas City, MO 64131

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 _____ 202__.

CITY OF OLATHE, KANSAS

By: _____
Michael E. Copeland, Mayor

ATTEST:


City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney/Deputy City Attorney/
Assistant City Attorney

HDR Engineering Inc.

By: 
Joseph E. Drimmel
Sr. Vice President
10450 Holmes Rd., Suite 600
Kansas City, MO 64131

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OF EXHIBITS**

Exhibit A	Description of Project & Map
Exhibit B	Scope of Services
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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

Project Description

The City of Olathe has identified an existing package style sanitary sewer lift station near the intersection of Hedge Lane and Dennis Avenue which requires replacement. The existing station would be abandoned in place following construction of the new lift station at a new location. This project will include review of existing conditions; surveying of proposed lift station site; hydraulic review of the existing lift station with recommendations for improvements; design of the replacement lift station with associated appurtenances and structures, including demolition plans, bypass pumping plans, geotechnical investigation for proposed structures; and pump analysis and development of selection criteria.

Hedge Lane Lift Station Basin



EXHIBIT B
Scope of Services

City of Olathe
DESIGN AND BIDDING
SCOPE OF SERVICES

Hedge Lane Lift Station Replacement Project

Project Description

The City of Olathe has identified an existing package style sanitary sewer lift station near the intersection of Hedge Lane and Dennis Avenue which requires replacement. The existing station would be abandoned in place following construction of the new lift station at a new location. This project will include review of existing conditions; surveying of proposed lift station site; hydraulic review of the existing lift station with recommendations for improvements; design of the replacement lift station with associated appurtenances and structures, including demolition plans, bypass pumping plans, geotechnical investigation for proposed structures; and pump analysis and development of selection criteria.

Scope of Services

The following outlines the scope of services to be completed for the project.

TASK SERIES 100 – PROJECT MANAGEMENT

HDR will work with the City throughout the project to achieve the objectives for the project.

Specific tasks include:

Task 110 – Management Plan/Initiation Meeting

- Subtask 111 – Project Manual. A project manual will be developed to present procedures and scope, schedule, contacts and responsibilities for the project. The Project Manual will include communication procedures, contact lists, project schedule, etc.
- Subtask 112 – Initiation Meeting. A meeting will be held with key HDR personnel and the City to discuss the project team, proposed schedule and discuss issues to clarify and establish direction for the individual tasks. The Project Manual review comments will be taken and updates to the Project Manual will be distributed.
- Subtask 113 – Project Management. Project management activities listed to be provided for the duration of design activities:
 - Provide project monitoring and reporting.
 - Provide resource management and allocation based on project schedules and activities.
 - Provide budget and invoice management.
 - Provide coordination with owner.

Task 120 – Project Meetings & Landowner Coordination

Project Meetings are anticipated to primarily coincide with deliverable submittal reviews in Task 300. For other general project coordination, HDR staff will be available to the City.

The property along the west side of Hedge Lane, near the intersection of Oak Street will be the basis of the siting effort required. This parcel is believed to be owned by Clearwater Creek LLC of Overland Park as the original developer of the area east of Hedge Lane. Two (2) meetings are anticipated for coordination with this landowner.

Task 130 – Sub-consultant Coordination

- Subtask 131 - This task includes the review of a geotechnical scope of services from a local geotechnical firm that will contract directly with the City. The scope of services will be prepared for investigation for the remainder of the locations associated with the pump station site and near the site along any new buried piping. Geotechnical information to include:
 - Rock Profile
 - Soil Profile
 - Groundwater Elevation/Dewatering Recommendations
 - Soil Corrosivity
 - N Values
 - Each boring will terminate at refusal or to a depth at least 10 feet below the proposed invert
- Subtask 132 – This task includes the review of a subsurface utility exploration scope of services from a third party contractor that will contract directly with the City. Subsurface utility exploration information to include:
 - Utility location and depth
 - Utility material type
- Sub-consultant contracts will be with the Owner directly and no invoice processing will be completed by HDR.
- A total of three soil borings are anticipated at the proposed pump station site; one closer to the drainageway, one within the proposed wetwell footprint, and one closer to the edge of the roadway to determine fill versus native soils.

Task 140 – Regulatory Agency Coordination

Agency Coordination/Permit Requirement. This task involves notifying and coordinating with the various agencies that may be involved or have an interest in this project. Kansas Department of Health and Environment (KDHE) has jurisdiction over the NPDES process for land disturbance permitting and construction controls through the Storm Water Pollution Prevention Plan (SWPPP) review. Kansas Department of Agriculture, Division of Water Resources coordination is anticipated for excavation along the drainageway west of Hedge Lane.

Key Understandings:

- Meetings are to be conducted in Olathe or at the HDR-Kansas City office with applicable stakeholders in attendance or included via teleconference.
- Meetings with other City departments, as necessary, will be scheduled to coincide with progress review meetings.
- Two (2) meetings are anticipated for coordination with the landowner of the proposed lift station site.
- 95th Street Lift Station (LS) will not be included in this scope. If work associated with the 95th Street LS is identified, a separate scope and fee may be requested by the City.
- USACE Section 404 Permit will not be required. Drainageway west of Hedge Lane is not in the floodplain.
- Phase I Environmental Study is included.
- Kansas Department of Agriculture – Division of Water Resource Permit for excavation along drainageway west of Hedge Lane is included.

Information and/or Services by Others:

- Geotechnical borings and report
- Subsurface utility explorations and report

Deliverables:

- HDR will conduct each Task Series 100 meeting, including preparation and distribution of electronic agenda, attendance sheet, and minutes to the City and project stakeholders
- Project Manual including schedule
- Monthly project monitoring and reporting
- Coordinates for proposed soil borings and subsurface utility explorations will be field located by HDR survey staff
- Coordinates for completed soil borings and subsurface utility explorations will be field located by HDR survey staff after verification of this work
- Elevations of SUE's
- KDHE NPDES Land Disturbance Permit Application NOI and SWPPP.

TASK SERIES 200 – SURVEY**Task 210 – Topographical/Utility Survey**

Topographical survey of the existing lift station site, proposed lift station site, and pipeline centerline(s) shall be conducted. Survey will encompass an area to allow reasonable modifications to the proposed site limits. This survey will be used to generate plan/profile drawings for the gravity sewer and force main tie-in route as well as the lift station site component detail sheets. The existing aerial imagery and LIDAR contour data will be utilized and supplemented with the detailed survey for design. The location of existing piping and utilities will be investigated and

placed on final design drawings. Besides City utility contacts for water, sewer, and storm, private utility contacts include; telephone companies, regional water entities, cable companies, fiber optic companies, gas company, and electrical power companies. To confirm operating conditions of the existing forcemain, the single air release vault and forcemain discharge manhole will be surveyed.

Task 220 – Control Points, Boundary Survey, and Property Records Search

Boundary survey, site specific control points, and a property model will be developed by a registered Land Surveyor.

Subtask 221 – Site Specific Control and Benchmarks. Benchmarks to be utilized for the design and construction phase will be established around the project site and maintained through award of the construction contract to a general contractor.

Subtask 222 – Boundary and Property Records Search. HDR will prepare preliminary easement exhibits to aid in meetings with the property owner for the proposed lift station site. Following siting of the pump station and affected properties, HDR will prepare legal descriptions and exhibits for permanent and temporary easements for the proposed pump station site, gravity sewer alignments, force main alignment, and access road. A total of one (1) permanent and one (1) temporary easement are assumed based on existing records and mapping of existing utilities shown in AIMS mapping. Title work coordination, including the purchase of one Guaranteed Title Report is included.

Key Understandings:

- Easement acquisition will be completed by a City land acquisition team after development of easement exhibits by HDR.

Information and/or Services by Others:

- Landowner permissions will be coordinated under the easement acquisition in a timely manner.

Deliverables:

- Easement Exhibits - one (1) permanent and one (1) temporary easement are estimated based on existing records.

TASK SERIES 300 – DESIGN

HDR will prepare design documents and construction cost opinion for the City's review and comment. HDR is will develop high-quality detailed construction drawings based on the City of Olathe Design standards and develop technical specifications as required by the project Contract Documents. The contract documents will abide by KDHE standards.

Task 310 – 30% Design Documents

- Subtask 311 – 30% Design Drawings.

Plan/profile and preliminary site plan drawings will be prepared showing the depth and grade of the proposed utilities and approximate existing utility locations and surface features. Profile drawings will include applicable soil boring information.

- Subtask 312 – Utility Service Connection Planning. Natural gas, electric and water service utilities must be brought to the new lift station site and are anticipated to be routed either from the existing lift station site or from the east side of Hedge Lane which may require trenchless construction methods.
- Subtask 313 – QA/QC Review. HDR will perform an internal review using our corporate QA/QC procedures. We will also discuss with contractors, the timing of the project to gauge availability and the number of potential bidders based on workloads.
- Subtask 314 – EOPCC. An opinion of probable construction cost will be prepared based upon the 30% level drawings.
- Subtask 315 – City review design workshop. The documents and construction cost opinion will be reviewed with the City. City comments will be reviewed at design workshop. After review, comments will be incorporated into the documents.

Task 320 – 60% Design Drawings

- Subtask 321 – 60% Drawings & Specifications. The 60% progress drawings will be developed. This will finalize the total number of sheets required. An anticipated list of sheets required is attached to illustrate the level of effort anticipated. Final technical specifications for the various components of the project will be prepared. The specifications will include the City standard bidding requirements and general conditions and HDR provided technical specifications.
- Subtask 322 – Internal QA/QC. HDR will conduct an internal QA/QC review by senior personnel.
- Subtask 323 – EOPCC. An opinion of probable construction cost will be prepared based upon the 60% level drawings and specifications.
- Subtask 325 – City review design workshop. HDR will submit the final drawings, specifications, and contract documents to the City for review and comment. Following the City's review, a meeting will be held to review documents and address comments.

Final opinion of probable construction cost will be prepared based upon the final drawings and specification developed in the previous tasks.

Task 330 – Final Document Submittal

- Subtask 331 – Final Drawings & Specifications. The final drawings used for construction will be developed.
- Subtask 332 – HDR Review. HDR will conduct an internal QA/QC review by senior personnel independent from the design team.
- Subtask 333 – Final EOPCC. The opinion of probable construction cost will be finalized to reflect final bid schedules and the final drawings and specifications.
- Subtask 334 – City & KDHE Review. HDR will submit the final drawings, specifications, and contract documents to the City for review and comment. Following the City's review, a meeting will be held to review documents and address comments. After resolution of

review comments, HDR will incorporate the comments into the final documents and will submit documents for regulatory agency reviews.

Key Understandings:

- Bypass pumping will be required for connection to the gravity system and existing force main near the proposed pump station site.
- Traffic control plans will be the responsibility of the Contractor.

Information and/or Services by Others:

- City GIS mapping records for confirmation of field locates.
- City will provide as-built plans for sanitary sewer features within sewershed.
- City will provide results of a previous draw down test on existing station.
- Review comments from City staff
- Review comments from KDHE staff

Deliverables:

- NOI Permit
- Six half-scale sets of 30% & 60% design drawings (11x17 format) for City review
- Four sets of 60% design specifications for City review
- Electronic files for 30% & 60% design documents
- Three sets of Final drawings and specifications for KDHE review
- Two half-size sets of final drawings (11" x 17" format) for City acceptance
- Two half-size sets of final drawings (11" x 17" format) for KDHE use
- Two copies of final opinion of probable construction cost.
- Electronic files (pdf) for final drawings, specifications, and opinion of probable construction cost.

TASK SERIES 400 – BIDDING ADMINISTRATION

Bidding phase services by HDR include activities such as printing, document distribution, clarifications, addenda development and distribution, attending bid opening, and making a recommendation of award.

Task 410 – Bid Document Distribution

- Engineer will print final drawings, specifications, and contract documents for the City, and KDHE only. Costs for printing of documents are included. Bid documents for interested parties, potential bidders and suppliers will be downloaded from the City's Public Purchase website. It is anticipated that 5 sets of bidding documents will be issued.
- The City will advertise for bids with assistance from the Engineer. Distribution of notice to bidders to potential contractors will be completed using the City's Public Purchasing website.

Task 420 – Interpretations

- Subtask 421 – Provide Interpretations. Engineer will address comments and questions from bidders or other planholders by routing responses through the City of Olathe.
- Subtask 422 – Prepare Addenda. Items that require formal written notification of planholders for clarification or modification of the Contract Documents will be distributed to all planholders via addenda. HDR will prepare and distribute required addenda to the City of Olathe for posting to their Public Purchasing website.
- Subtask 423 – Update documents to incorporate changes made during the bid phase for a “Conformed to Bid” set.

Key Understandings:

- HDR will receive comments and questions from bidders and provide responses to the City for distribution.
- HDR will prepare addenda for City’s review and distribution.
- No pre-bid meeting is anticipated.

Information and/or Services by Others:

- City Procurement site will be used to distribute bidding documents and notifications during bidding
- City Procurement site will maintain planholders list
- City will tabulate bids received and verify compliance of bids with the City’s administrative requirements.
- City will determine basis of award for the construction contract.

Deliverables:

- Summary of comments and questions submitted to the Engineer and Engineers response.
- Addenda language.

TASK SERIES 500 – Construction Phase Assistance**Task 510 – Shop Drawing, RFI, CCO Review**

This task will include the review of shop drawings, RFI’s and CCO’s which the Contractor submits, to show conformance to the Contract Documents.

Task 520 – Construction Meeting Attendance

This task will include consulting with the City and acting as their representative in coordination meetings held with the Contractor.

Task 530 – Start-up Testing, Special Inspections, and Final Walkthrough

This task will include members of the design team, within each specialty discipline, acting on behalf of the City during the start-up and testing of mechanical and electrical equipment or other processes as requested by the Owner.

Task 540 – As-Built Documentation

This task includes preparation of as-built drawings for the City's records.

Key Understandings:

- HDR will respond to construction related communications when requested by the City. It is anticipated 10 RFI's, 54 Shop Drawings, and 3 change orders will require review by HDR design team members. A preliminary anticipated list of shop drawings is attached to show the basis of the estimate for level of effort included in this scope. Reviews are estimated as follows; 2 hours per RFI, 2 hours per Shop Drawings (average), and 3 hours per change order. For Shop Drawings, this estimate includes the assumption of 5 resubmittals total will be included.

Information and/or Services by Others:

- Operation and Maintenance Manuals are to be submitted by the Contractor in coordination with their suppliers and reflecting approved shop drawing elements.

Estimate of Staff Labor and Fee

The estimate of staff labor and fee is present on the attached pages. The breakdown has been included to present the base services as outlined in Task 100 through 500 above.

EXHIBIT C
Fee & Rate Schedule



Olathe - Hedge Lane Lift Station Replacement
Scope and Fee

Rate Schedule Code	Sievert, Charles E (Charlie)	Carter, Michelle	Christmas, Taylor	Graham, Tyler W	Witte, Nathan W	Wiseman, David L	Fobes, Timothy M (Tim)	Keyhill, Patrick K	Yakle, Johnny R	Meyer, Timothy C	Jasper, James F	Mynatt, Andrea B	Berne, Susan L	Harkins, Jeremy	Fleming, Scott M	HDR Expenses	Total
	Technical Specialist	Engineer IV	Engineer II	Engineer I	Engineer II	Technical Specialist	Environmental/ WQ Scientist III	Cadd/GIS Technician III	Senior Land Surveyor	Survey Technician II	Survey Technician III	Project Assistant	Admin Assistant	Project Accountant I	Project Manager III		
Project Role	Project Principal	Project Manager	System Hydraulics	Project Engineer	Electrical / I&C	Sr. Structural	Environmental & Permitting	Cadd/GIS Technician	Senior Land Surveyor	Survey Technician	Survey CADD	Admin	Specification Admin	Accountant	QC		
Billing Rate	\$250.00	\$195.00	\$135.00	\$110.00	\$135.00	\$250.00	\$190.00	\$130.00	\$160.00	\$80.00	\$120.00	\$95.00	\$80.00	\$95.00	\$195.00		
TASKS																	
A. Task Series 100 - Project Management & Admin																	
110 Management Plan/Initiation Meeting	8	8		1		1		1	1			2	1	8		\$125	\$5,365
120 Project Meetings & Landowner Coordination	4	8		4					1	1							\$3,240
130 Sub-consultant Coordination																	
131- Geotechnical Coordination	1	2		4				1	4	1	3					\$200	\$2,490
132- Subsurface Utility Exploration Coordination	1	2		4				1	4	1	3					\$200	\$2,490
140 Regulatory Agency Coordination	2	8		8	16		4	1	1	1	1					\$450	\$6,800
Subtotal Hours	16	28	0	21	16	1	4	4	11	4	7	2	1	8	0		
Subtotal Dollars	\$ 4,000	\$ 5,460	\$ -	\$ 2,310	\$ 2,160	\$ 250	\$ 760	\$ 520	\$ 1,760	\$ 320	\$ 840	\$ 190	\$ 80	\$ 760	\$ -	\$ 975	\$20,385
Total Task Series 100																	\$20,385
B. Task Series 200 - Survey																	
210 Topographic/ Utility Survey		4							8	8	4					\$400	\$3,580
Control Points, Boundary Survey, Property Records Search and Easements																	
221-Control and Benchmarks									8	8	4					\$400	\$2,800
222-Boundary Survey, Property Records Search, Easement Exhibits		2		4					6	4	4					\$300	\$2,890
	0	6	0	4	0	0	0	0	22	20	12	0	0	0	0		
Subtotal Dollars	\$ -	\$ 1,170	\$ -	\$ 440	\$ -	\$ -	\$ -	\$ -	\$ 3,520	\$ 1,600	\$ 1,440	\$ -	\$ -	\$ -	\$ -	\$ 1,100	\$9,270
Total Task Series 200																	\$9,270
C. Task Series 300 - Design																	
310 30% Design Documents																	
311 – 30% Design Drawings			8	20	12			34								\$850	\$10,170
312- Utility service connections		10		16	8			16									\$6,870
313 - Internal QAQC	2											1			6		\$1,765
314 - Prepare EOPCC		4		20	2												\$3,250
315 - City review design workshop	2	6	2	8								2				\$400	\$3,410
320 60% Design Drawings																	
321 – 60% Design Drawings and Specifications		16	4	34	14			64	2	2	2	12	24			\$1,500	\$22,890
322 - Internal QAQC	2											1			6		\$1,765
323 - Prepare EOPCC		2		16	6	2							2		1		\$3,815
324 - City review design workshop	2	4		6	2							2				\$400	\$2,800
330 Final Design Document Submittal																	
331 - Final Design Drawings and Specifications		12	2	40	22			48	2	2	6	10	36			\$1,250	\$22,500
332 - Internal QAQC	2	1										1			6		\$1,960
333 - Final EOPCC		4		8	4								1		1		\$2,475
334 - City and KDHE review	2	4	2	4	2	1	1	2				1	10			\$800	\$4,655
Subtotal Hours	12	63	18	172	72	3	1	164	4	4	8	30	73	0	20		
Subtotal Dollars	\$ 3,000	\$ 12,285	\$ 2,430	\$ 18,920	\$ 9,720	\$ 750	\$ 190	\$ 21,320	\$ 640	\$ 320	\$ 960	\$ 2,850	\$ 5,840	\$ -	\$ 3,900	\$ 5,200	\$88,325
Total Task Series 300																	\$88,325



Olathe - Hedge Lane Lift Station Replacement
Scope and Fee

Rate Schedule Code	Sievert, Charles E (Charlie)	Carter, Michelle	Christmas, Taylor	Graham, Tyler W	Witte, Nathan W	Wiseman, David L	Fobes, Timothy M (Tim)	Keyhill, Patrick K	Yakle, Johnny R	Meyer, Timothy C	Jasper, James F	Mynatt, Andrea B	Berne, Susan L	Harkins, Jeremy	Fleming, Scott M	HDR Expenses	Total
	Technical Specialist	Engineer IV	Engineer II	Engineer I	Engineer II	Technical Specialist	Environmental/WQ Scientist III	Cadd/GIS Technician III	Senior Land Surveyor	Survey Technician II	Survey Technician III	Project Assistant	Admin Assistant	Project Accountant I	Project Manager III		
Project Role	Project Principal	Project Manager	System Hydraulics	Project Engineer	Electrical / I&C	Sr. Structural	Environmental & Permitting	Cadd/GIS Technician	Senior Land Surveyor	Survey Technician	Survey CADD	Admin	Specification Admin	Accountant	QC		
Billing Rate	\$250.00	\$195.00	\$135.00	\$110.00	\$135.00	\$250.00	\$190.00	\$130.00	\$160.00	\$80.00	\$120.00	\$95.00	\$80.00	\$95.00	\$195.00		
TASKS																	
D. Task Series 400 - Bidding Administration																	
410 Bid Document Distribution		1		2				4									\$935
420 Interpretations, Addenda, Conform to Bid Documents	2	6		8	2	1		8					12				\$5,070
Subtotal Hours	2	7	0	10	2	1	0	12	0	0	0	0	12	0	0		
Subtotal Dollars	\$ 500	\$ 1,365	\$ -	\$ 1,100	\$ 270	\$ 250	\$ -	\$ 1,560	\$ -	\$ -	\$ -	\$ -	\$ 960	\$ -	\$ -	\$ -	\$6,005
Total Task Series 400																	\$6,005
E. Task Series 500 - Construction Phase Assistance																	
510 Shop Drawing, RFI, CCO Review, O&Ms		34		50	48	10						1					\$21,205
520 Construction Meeting Attendance	2	10		6	2	2											\$3,880
530 Start-up Testing, Special Inspections, Final Walkthrough	3	16		8	16	4											\$7,910
540 As-Built Documentation		6		10	2			22	4	4	2					\$475	\$7,075
Subtotal Hours	5	66	0	74	68	16	0	22	4	4	2	1	0	0	0		
Subtotal Dollars	\$ 1,250	\$ 12,870	\$ -	\$ 8,140	\$ 9,180	\$ 4,000	\$ -	\$ 2,860	\$ 640	\$ 320	\$ 240	\$ 95	\$ -	\$ -	\$ -	\$ 475	\$40,070
Total Task Series 500																	\$40,070
Total Hours	35	170	18	281	158	21	5	202	41	32	29	33	86	8	20		1,139
Total Billing Amount	\$8,750	\$33,150	\$2,430	\$30,910	\$21,330	\$5,250	\$950	\$26,260	\$6,560	\$2,560	\$3,480	\$3,135	\$6,880	\$760	\$3,900	\$7,750	\$164,055

Estimated Project Fee	\$164,055
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HDR Engineering, Inc.
2020 Hourly Billing Rates

Enclosed are the 2020 Hourly Billable Rates for HDR Engineering, Inc. These billing rates shall be adjusted annually to reflect any salary adjustments incurred by employees. The rates listed below do not include reimbursable direct expenses as defined below.

Description	Billing Rate/Hour
Senior Technical Specialist/Senior Project Manager III	\$275
Technical Specialist/Senior Project Manager II	\$250
Senior Project Manager I	\$225
Project Manager III	\$195
Project Manager II	\$160
Project Manager I	\$135
Engineer V	\$225
Engineer IV	\$195
Engineer III	\$160
Engineer II	\$135
Engineer I	\$110
Cadd/GIS Technician V	\$165
Cadd/GIS Technician IV	\$140
Cadd/GIS Technician III	\$130
Cadd/GIS Technician II	\$110
Cadd/GIS Technician I	\$95
Environmental/Water Quality Scientist III	\$190
Environmental/Water Quality Scientist II	\$175
Environmental/Water Quality Scientist I	\$145
Senior Land Surveyor	\$160
Survey Technician III	\$120
Survey Technician II	\$80
Survey Technician I	\$65
Construction Manager	\$160
Construction Engineer	\$120
Construction Inspector	\$110
Project Accountant II	\$110
Project Accountant I	\$95
Project Assistant	\$95
Admin Assistant	\$80

Direct Expenses

Mileage	CURRENT IRS RATE
Printing	AT COST
Travel	AT COST
Subconsultants	AT COST

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)
6/1/2020 3/6/2020

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1429583 HDR ENGINEERING, INC. 1917 SOUTH 67TH STREET OMAHA NE 68106	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Lexington Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES * **CERTIFICATE NUMBER:** 16633710 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			NOT APPLICABLE			PER STATUTE <input type="checkbox"/> UTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	ARCH & ENG PROFESSIONAL LIABILITY	N	N	061853691	6/1/2019	6/1/2020	PER CLAIM: \$1,000,000 AGGREGATE: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
LIFT STATION REPLACEMENT PROJECT - PROJECT NO. 1-C-020-15

CERTIFICATE HOLDER

CANCELLATION

16633710 CITY OF OLATHE KANSAS ATTENTION: AARON WASKO 1385 S ROBINSON DRIVE OLATHE KS 66061	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
03/06/2020

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 Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA		CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Liberty Mutual Fire Insurance Company	NAIC # 23035
		INSURER B: Ohio Casualty Insurance Company	24074
		INSURER C: Liberty Insurance Corporation	42404
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: W15692268

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	Y	Y	TB2-641-444950-039	06/01/2019	06/01/2020	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY	Y	Y	AS2-641-444950-049	06/01/2019	06/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/>						PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	Y	Y	EUO(20) 57919363	06/01/2019	06/01/2020	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	WA7-64D-444950-019	06/01/2019	06/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract and as permitted by law. Umbrella/Excess policy is Follow Form over General Liability, Auto Liability and Employers Liability.

CERTIFICATE HOLDER

CANCELLATION

City of Olathe Kansas Attn: Aaron Wasko 1385 S Robinson Drive Olathe, KS 66061	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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SR ID: 19358799

BATCH: 1607017

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Project Description: Lift Station Replacement Project - Project No. 1-C-020-15.

Additional Insured: City.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):
All locations owned by or rented to the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E.** The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
All construction projects not located at premises owned, leased or rented by a Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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

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

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

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

However:

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

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

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

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

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

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.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization with whom you have agreed, through written contract, agreement or permit to provide additional insured coverage.	Any location where you have agreed, through written contract, agreement or permit, to provide additional insured coverage
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization to whom or to which you are required to provide additional insured status in a written contract, agreement or permit except where such contract or agreement is prohibited.	Any location where you have agreed, through written, contract, agreement or permit, to provide additional insured coverage for completed operations.
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.

Policy Number TB2-641-444950-039
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE AMENDMENT – SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

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

Schedule

Person or Organization: Where required by written contract.
--

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person or organization shown in the Schedule of this endorsement that qualifies as an additional insured on this policy, this policy will apply solely on the basis required by such written agreement and Paragraph 4. Other Insurance of Section IV - Conditions will not apply. If the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. Other Insurance of Section IV - Conditions will govern. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

SCHEDULE

Name Of Person(s) Or Organization(s): As required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

Policy Number: AS2-641-444950-049
Issued by: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

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

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

Schedule

Name of Person(s) or Organizations(s):

Any person or organization where the Named Insured has agreed by written contract to include such person or organization

Regarding Designated Contract or Project:

Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization: As required by written contract or agreement

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

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

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

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom you perform work under a written contract of the contract requires you to obtain this agreement from us but only if the contract is executed prior to the injury or damage occurring.

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss.

Issued by:

For attachment to Policy No WA7-64D-444950-019
\$

Effective Date 6/01/2019

Premium

Issued to:

Policy Number TB2-641-444950-039
Issued by LIBERTY MUTUAL FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or written agreement	As required by written contract or written agreement	30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy Number AS2-641-444950-049
Issued by LIBERTY MUTUAL FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule on File		30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF MATERIAL CHANGE

We will not make changes that reduce the insurance afforded by this policy until written notice of such reduction has been delivered to those scheduled below at least 30 days before the effective date of the material change to the insurance afforded by this policy.

Our failure to provide notice under this endorsement will not affect the validity of the changes except as it relates to the person or organization listed below.

NAME _____

ADDRESS

As required by written
contract or written agreement

In no event will the notification be less than the minimum days required for notification by state statute. Notification will be provided to all parties in a manner as required by state statute, if any.

This endorsement is executed by the Liberty Insurance Corporation

Premium:

Effective Date: 6/1/2019 Expiration Date: 6/1/2020

For attachment to Policy No: WA7-64D-444950-019

Countersigned by _____
Authorized Representative

End. Serial No.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below by email as soon as practical after notifying the first Named Insured.
- B. This advance email notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

Name of Other Person(s) / Organization(s):

As required by written contract 30 Days
or written agreement

All other terms and conditions of this policy remain unchanged.

Issued by

For attachment to Policy No. WA7-64D-444950-019 Effective Date 6/01/2019 Premium \$

Issued to

EXHIBIT G
Certificate of Good Standing to Conduct Business in Kansas



Laura Kelly, Governor
Mark A. Burghart, Secretary
www.ksrevenue.org

CERTIFICATE OF TAX CLEARANCE

HDR Engineering, Inc.

ISSUE DATE
03/09/2020

TRANSACTION ID
TAED-45AG-SFGK

CONFIRMATION NUMBER
CSXX-A4C2-R58X

TAX CLEARANCE VALID THROUGH 06/07/2020

*Verification of this certificate can be obtained on our website, www.ksrevenue.org,
or by calling the Kansas Department of Revenue at 785-296-3199*



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 3/17/2020

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger / Beth Wright

SUBJECT: Contract with Kansas Heavy Construction, LLC for construction of the Cedar Street Improvements Project, PN 3-R-001-20, and the Cedar Street Sanitary Sewer Rehabilitation Project, PN 1-R-001-19.

ITEM DESCRIPTION:

Consideration of Engineer's Estimate, acceptance of bids and award of contract to Kansas Heavy Construction, LLC for construction of the Cedar Street Improvements Project, PN 3-R-001-20, and the Cedar Street Sanitary Sewer Rehabilitation Project, PN 1-R-001-19.

SUMMARY:

On March 4, 2020, two (2) bids were received and opened for the above referenced projects. The bids ranged from \$3,597,234.05 to \$3,909,492.41 with the Engineer's Estimate at \$3,535,748.50. Kansas Heavy Construction, LLC submitted the low and responsible bid in the amount of \$3,597,234.05. The following is a tabulation of the bids received:

Engineer's Estimate	\$3,535,748.50
Kansas Heavy Construction, LLC	\$3,597,234.05
Miles Excavating Inc.	\$3,909,492.41

This project will reconstruct Cedar Street from Parker Street to the east end cul-de-sac at the BNSF tracks, and will include full depth asphalt pavement and subgrade replacement, replacement of concrete curb and gutters, replacement of existing sidewalk, installation of missing segments of sidewalk, driveway approaches, streetlight installation, stormwater improvements, and sanitary sewer improvements.

Construction is scheduled to begin by May 2020 and be completed by the end of the year.

FINANCIAL IMPACT:

The design and construction of the Cedar Street Improvements Project and the Cedar Street Sanitary Sewer Rehabilitation Project are funded from the following sources:

Street Reconstruction Program	\$2,835,000
SDF (Sewer)	\$ 450,000
Water & Sewer Fund	\$ 400,000
<u>Revenue Bonds (Sewer)</u>	<u>\$ 450,000</u>
Total	\$4,135,000

ACTION NEEDED:

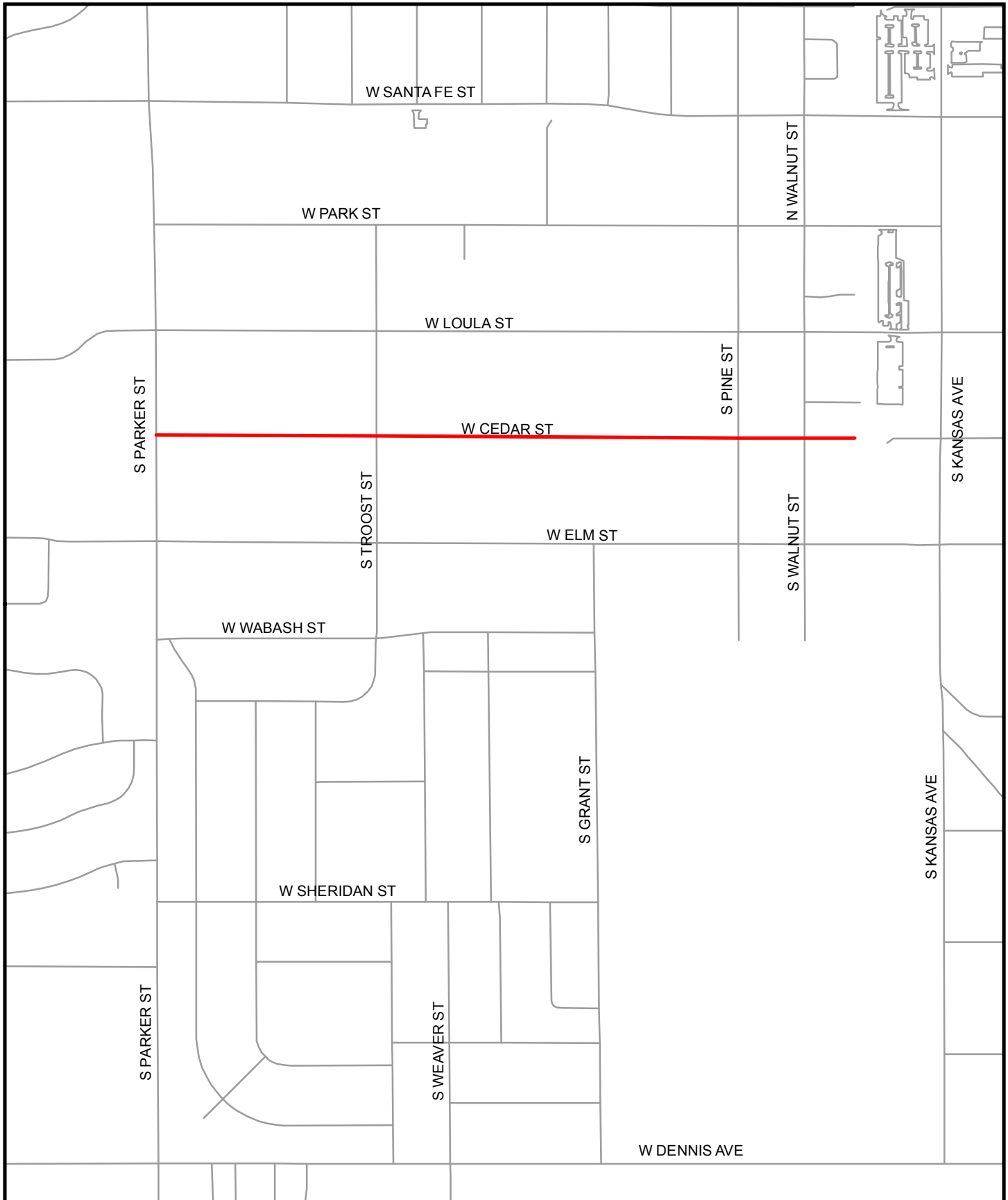
MEETING DATE: 3/17/2020

Approval of Engineer's Estimate, acceptance of bids and award of contract to Kansas Heavy Construction, LLC for construction of the Cedar Street Improvements Project, PN 3-R-001-20, and the Cedar Street Sanitary Sewer Rehabilitation Project, PN 1-R-001-19.

ATTACHMENT(S):

- A. Project Location Map
- B. Project Fact Sheet
- C. Engineer's Estimate and Affidavit of Estimate
- D. Construction Agreement

Project Location Map
Cedar Street Improvements Project, PN 3-R-001-20
Cedar Street Sanitary Sewer Rehabilitation Project, PN 1-R-001-19





Project Fact Sheet
Cedar Street Improvements Project, 3-R-001-20
Cedar Street Sanitary Sewer Rehabilitation Project, 1-R-001-19
March 17, 2020

Project Manager: Beth Wright / Austin Lamparter

Description: This project will reconstruct Cedar Street from Parker Street to the east end cul-de-sac at the BNSF tracks, and will include full depth asphalt pavement and subgrade replacement, replacement of concrete curb and gutters, replacement of existing sidewalk, installation of missing segments of sidewalk, driveway approaches, streetlight installation, stormwater improvements, and sanitary sewer improvements.

Justification: This project will improve the failing street, replace the sanitary sewer mains and services within the street, improve stormwater collection, and improve the safety within the neighborhood.

Schedule:	Item	Date
Design:	RFQ	2/22/2019
	Professional Services Agreement	05/07/2019
Land Acquisition:		04/2020 - Estimate
Utility Relocation:		05/2020 - Estimate
Construction:	Contract Award	03/17/2020
	Completion	12/2020 - Estimate
Council Actions:	Date	Amount
Approved in CIP (Street Reconstruction Program)	2019-2023	\$25,500,000
Approved in CIP (Sanitary Sewer Rehabilitation)	2019-2023	\$5,000,000
Project Authorization (2020 Street Reconstruction Program)	01/22/2019	\$5,100,000
Project Authorization (Sanitary Sewer Revenue Bonds)	02/05/2019	\$32,000,000
Professional Services Agreement	05/07/2019	\$350,500
Accept Bid/Award Contract	03/17/2020	\$3,597,234.05
Funding Sources:	Amount	CIP Year
Street Reconstruction Program	\$2,835,000	2020
SDF (Sewer)	\$ 450,000	2019
Water & Sewer Fund	\$ 400,000	2019
Revenue Bonds (Sewer)	\$ 450,000	2019
Total	\$4,135,000	
Expenditures:	Budget	Amount to Date
Design	\$ 350,000	\$272,064
Staff	\$ 50,000	\$ 22,629

Attachment B


Construction	\$3,600,000	\$ 0
Inspection	\$ 40,000	\$ 0
Other Project Costs	\$ 5,000	\$ 2,072
Contingency	\$ 90,000	\$ 0
Total	\$4,135,000	\$296,765

AFFIDAVIT OF ESTIMATE OF COST

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

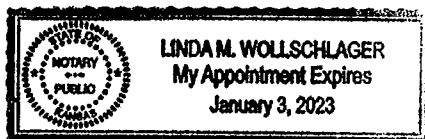
Elizabeth Wright, P.E., of lawful age, being first duly sworn upon her oath,
states:

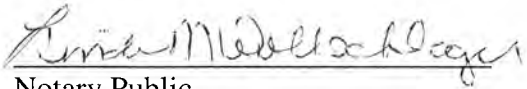
1. I am the City Engineer for the City of Olathe, Kansas.
2. The attached detailed estimate of the cost for the Cedar Street
Improvements Project, P.N. 3-R-001-20 and Cedar Street Sanitary Sewer
Rehabilitation Project, P.N. 1-R-001-19 is attached and I am providing the
estimate of the cost under oath (Exhibit A).



Elizabeth Wright

Subscribed in my presence and sworn under oath before me this 4th
day of March, 2020.







Notary Public

My Appointment Expires

January 3, 2023

Engineers Estimate						
Cedar Street Improvements						
City of Olathe, Kansas						
P.N. 3-R-001-20 Cedar Street Improvements Project						
P.N. 1-R-001-19 Cedar Street Sanitary Sewer Rehabilitation Project						
Affinis Project No. 19-0650.02					Rev. Date 3/4/2020	
Bid						
Item No.	Item Description	Unit	Approx. Quantity	Unit Price	Total	
P.N. 3-R-001-20 Cedar Street Improvements Project						
1	Mobilization	LS	1	\$ 80,000.00	\$ 80,000.00	
2	Tree & Shrub Removal	LS	1	\$ 8,000.00	\$ 8,000.00	
3	Remove Existing Pavement	S.Y	9,324	\$ 5.00	\$ 46,620.00	
4	Remove Existing Curb	LF	6,935	\$ 10.00	\$ 69,350.00	
5	Remove Existing Driveway	S.Y	1,916	\$ 10.00	\$ 19,160.00	
6	Remove Existing Sidewalk	SY	1,320	\$ 7.00	\$ 9,240.00	
7	Linear Grading	LF	3,454	\$ 50.00	\$ 172,700.00	
8	Asphaltic Concrete Surface (2") (BM-2FR)	Tons	1,143	\$ 75.00	\$ 85,725.00	
9	Asphaltic Concrete Base (6")(BM-2BFR)	Tons	3,429	\$ 75.00	\$ 257,175.00	
10	Aggregate Base Course (6")(AB-3 Modified)	SY	11,377	\$ 8.00	\$ 91,016.00	
11	Temporary Surfacing Aggregate (2")(AB-3 Modified)	SY	13,293	\$ 3.00	\$ 39,879.00	
12	Full Width Milling (2")	SY	123	\$20.00	\$ 2,460.00	
13	Geogrid (EST)	S.Y	1,000	\$4.00	\$ 4,000.00	
14	Subgrade Repair (EST)	SY	500	\$26.00	\$ 13,000.00	
15	Concrete Curb & Gutter (Types A, B and C)	LF	6,935	\$ 20.00	\$ 138,700.00	
16	Concrete Sidewalk Curb	LF	45	\$ 10.00	\$ 450.00	
17	Concrete Sidewalk (4")	SY	1,745	\$ 40.00	\$ 69,800.00	
18	Concrete Sidewalk (6")(Reinforced) (EST)	SY	211	\$ 60.00	\$ 12,660.00	
19	Sidewalk Ramp (Type 1)	EA	10	\$ 1,250.00	\$ 12,500.00	
20	Sidewalk Ramp (Type 2)	EA	5	\$ 1,600.00	\$ 8,000.00	
21	Concrete Drive (6")(Residential)	SY	1,698	\$ 60.00	\$ 101,880.00	
22	Concrete Drive (7")(Commercial)	SY	218	\$ 75.00	\$ 16,350.00	
23	Storm Sewer (18")(RCP)	LF	915	\$ 130.00	\$ 118,950.00	
24	Storm Sewer (24")(RCP)	LF	553	\$ 150.00	\$ 82,950.00	
25	Storm Sewer (23"x14")(RCPE)	LF	106	\$ 180.00	\$ 19,080.00	
26	Storm Sewer (38"x24")(RCPE)	LF	337	\$ 250.00	\$ 84,250.00	
27	Storm Sewer (45"x29")(RCPE)	LF	206	\$ 300.00	\$ 61,800.00	
28	Storm Sewer (24")(CMP)(Temporary)	LF	33	\$ 100.00	\$ 3,300.00	
29	Pipe Underdrain (6") (PVC)(EST)	LF	300	\$ 30.00	\$ 9,000.00	
30	Curb Inlet (6'x4')(Setback)	EA	11	\$ 6,000.00	\$ 66,000.00	
31	Curb Inlet (6'x4')(Non-Setback)	EA	3	\$ 6,000.00	\$ 18,000.00	
32	Curb Inlet (6'x6')(Setback)	EA	1	\$ 7,000.00	\$ 7,000.00	
33	Curb Inlet (6'x6')(Non-Setback)	EA	5	\$ 7,000.00	\$ 35,000.00	
34	Area Inlet (4'x5')	EA	1	\$ 6,500.00	\$ 6,500.00	
35	Pipe Connection to Existing Structure	EA	2	\$ 1,500.00	\$ 3,000.00	
36	Drain Tile Connection (EST)	LF	300	\$ 30.00	\$ 9,000.00	
37	Fire Hydrant Assembly	EA	2	\$ 5,000.00	\$ 10,000.00	
38	Gate Valve (6")	EA	4	\$ 3,000.00	\$ 12,000.00	
39	Water Main Relocation (6")	LF	1,332	\$ 200.00	\$ 266,400.00	
40	Adjust Existing Water Valve (EST)	EA	25	\$ 300.00	\$ 7,500.00	
41	Relocate/Replace Existing Water Meter	EA	31	\$ 1,200.00	\$ 37,200.00	
42	Water Service Line Reconnection	EA	31	\$ 1,000.00	\$ 31,000.00	
43	Street Lighting Installation	LS	1	\$ 125,000.00	\$ 125,000.00	
44	Permanent Traffic Control Signs (MEP)	SF	98.0	\$ 25.00	\$ 2,450.00	
45	2"x2" Sign Posts	LF	241.0	\$ 10.00	\$ 2,410.00	
46	2-1/4"x2-1/4" Sign Post Anchors	EA	75	\$ 10.00	\$ 750.00	
47	Traffic Control	LS	1	\$ 15,000.00	\$ 15,000.00	
48	Fence (All Types)(EST)	LF	200	\$ 50.00	\$ 10,000.00	
49	Tree Replacement (EST)	EA	10	\$ 600.00	\$ 6,000.00	
50	Shrub Replacement (EST)	EA	20	\$ 80.00	\$ 1,600.00	
51	Lawn Sprinkler System (EST)	EA	2	\$ 1,200.00	\$ 2,400.00	
52	Temporary Inlet Protection	EA	22	\$ 100.00	\$ 2,200.00	
53	Temporary Slope Barrier (Silt Fence)(EST)	LF	567	\$ 1.50	\$ 850.50	
54	Temporary Slope Barrier (Straw Wattle)	LF	5,671	\$ 3.00	\$ 17,013.00	
55	Sodding (EST)	SY	10,000	\$ 7.00	\$ 70,000.00	
56	Contractor Construction Staking	LS	1	\$ 10.00	\$ 10.00	
SUBTOTAL - PN 3-R-001-20 CEDAR STREET IMPROVEMENTS				\$	2,402,278.50	

Engineers Estimate					
Cedar Street Improvements					
City of Olathe, Kansas					
P.N. 3-R-001-20 Cedar Street Improvements Project					
P.N. 1-R-001-19 Cedar Street Sanitary Sewer Rehabilitation Project					
Affinis Project No. 19-0650.02				Rev. Date	3/4/2020
Bid Item No.	Item Description	Unit	Approx. Quantity	Unit Price	Total
P.N. 1-R-001-19 Cedar Street Sanitary Sewer Rehabilitation Project					
101	Removal of Existing Structures	LS	1	\$ 70,000.00	\$ 70,000.00
102	Full Depth Street Patch (EST)	SY	140	\$70.00	\$ 9,800.00
103	Concrete Flume (EST)	LF	17	\$ 100.00	\$ 1,700.00
104	4' Dia. Standard Manhole, 0'-6' Deep	EA	11	\$ 5,000.00	\$ 55,000.00
105	5' Dia. Standard Manhole, 0'-6' Deep	EA	1	\$ 6,500.00	\$ 6,500.00
106	4' Dia. Drop Manhole, 0'-6' Deep	EA	3	\$ 6,500.00	\$ 19,500.00
107	5' Dia. Drop Manhole, 0'-6' Deep	EA	1	\$ 8,000.00	\$ 8,000.00
108	4' Dia. Standard Manhole Extra Depth	LF	51	\$ 200.00	\$ 10,200.00
109	5' Dia. Standard Manhole Extra Depth	LF	20	\$ 250.00	\$ 5,000.00
110	Flowable Fill (for abandoning sewers) (EST)	CY	8	\$ 160.00	\$ 1,280.00
111	Sanitary Sewer Lateral (6")(PVC)(EST)	LF	1,349	\$ 120.00	\$ 161,880.00
112	Sanitary Sewer Pipe (8")(PVC)(SDR-26)	LF	3,328	\$ 160.00	\$ 532,480.00
113	Sanitary Sewer Pipe (12")(PVC)(SDR-26)	LF	229	\$ 250.00	\$ 57,250.00
114	Sanitary Sewer Pipe (24")(PVC)(SDR-26)	LF	52	\$ 400.00	\$ 20,800.00
115	Sanitary Sewer Pipe (30")(PVC)(SDR-26)	LF	55	\$ 450.00	\$ 24,750.00
116	Casing Pipe (16")(Steel)(Bored)	LF	62	\$ 600.00	\$ 37,200.00
117	Concrete Encasement (Sanitary)(est.)	LF	311	\$ 130.00	\$ 40,430.00
118	PVC/VCP Coupler w/Shear Guard	EA	11	\$ 500.00	\$ 5,500.00
119	Sanitary Sewer Service Reconnections	EA	66	\$ 700.00	\$ 46,200.00
120	By-pass Pumping	LS	1	\$ 20,000.00	\$ 20,000.00
	SUBTOTAL - PN 1-R-001-19 CEDAR STREET SANITARY SEWER REHABILITATION IMPROVEMENTS				\$ 1,133,470.00
TOTAL BID - PN 3-R-001-20 AND PN 1-R-001-19					\$ 3,535,748.50


 KRISTEN E. LEATHERS
 LICENSED
 14303
 KANSAS
 PROFESSIONAL ENGINEER
Kristen Leathers
 3/4/2020

BID FORM
PN 3-R-001-20 & 1-R-001-19
CITY OF OLATHE, KANSAS

The following table is a list of bid items, estimated quantities, and the unit prices submitted by the bidder for the Cedar Street Improvements Project, PN 3-R-001-20 and the Cedar Street Sanitary Sewer Rehabilitation Project, PN 1-R-001-19.

Schedule of Values

	ITEM	UNITS	APPROX. QUANTITY	UNIT PRICE		AMOUNT DOLLARS
				DOLLARS	CENTS	
	Cedar Street Improvements Project, PN 3-R-001-20					
1	Mobilization	LS	1	150,000	00	\$150,000.00
2	Tree & Shrub Removal	LS	1	75,000	00	\$75,000.00
3	Remove Existing Pavement	S.Y	9,324	9	00	\$83,916.00
4	Remove Existing Curb	LF	6,935	5	00	\$34,675.00
5	Remove Existing Driveway	S.Y	1,916	10	00	\$19,160.00
6	Remove Existing Sidewalk	SY	1,320	10	00	\$13,200.00
7	Linear Grading	LF	3,454	38	00	\$131,252.00
8	Asphaltic Concrete Surface (2") (BM-2FR)	Tons	1,143	75	00	\$85,725.00
9	Asphaltic Concrete Base (6")(BM-2BFR)	Tons	3,429	74	00	\$253,746.00
10	Aggregate Base Course (6")(AB-3 Modified)	SY	11,377	9	00	\$102,393.00
11	Temporary Surfacing Aggregate (2")(AB-3 Modified)	SY	13,293	2	50	\$33,232.50
12	Full Width Milling (2")	SY	123	32	00	\$3,936.00
13	Geogrid (EST)	S.Y	1,000	4	50	\$4,500.00
14	Subgrade Repair (EST)	SY	500	35	00	\$17,500.00
15	Concrete Curb & Gutter (Types A, B & C)	LF	6,935	20	00	\$138,700.00
16	Concrete Sidewalk Curb	LF	45	50	00	\$2,250.00
17	Concrete Sidewalk (4")	SY	1,745	40	00	\$69,800.00
18	Concrete Sidewalk (6")(Reinforced) (EST)	SY	211	60	00	\$12,660.00
19	Sidewalk Ramp (Type 1)	EA	10	1,200	00	\$12,000.00
20	Sidewalk Ramp (Type 2)	EA	5	2,000	00	\$10,000.00
21	Concrete Drive (6")(Residential)	SY	1,698	57	00	\$96,786.00
22	Concrete Drive (7")(Commercial)	SY	218	62	00	\$13,516.00
23	Storm Sewer (18")(RCP)	LF	915	120	00	\$109,800.00
24	Storm Sewer (24")(RCP)	LF	553	155	00	\$85,715.00
25	Storm Sewer (23"x14")(RCPE)	LF	106	170	00	\$18,020.00
26	Storm Sewer (38"x24")(RCPE)	LF	337	185	00	\$62,345.00
27	Storm Sewer (45"x29")(RCPE)	LF	206	220	00	\$45,320.00
28	Storm Sewer (24")(CMP)(Temporary)	LF	33	55	00	\$1,815.00
29	Pipe Underdrain (6") (PVC)(EST)	LF	300	28	00	\$8,400.00
30	Curb Inlet (6'x4')(Setback)	EA	11	6,800	00	\$74,800.00
31	Curb Inlet (6'x4')(Non-Setback)	EA	3	6,800	00	\$20,400.00
32	Curb Inlet (6'x6')(Setback)	EA	1	7,600	00	\$7,600.00
33	Curb Inlet (6'x6')(Non-Setback)	EA	5	7,600	00	\$38,000.00
34	Area Inlet (4'x5')	EA	1	5,580	00	\$5,580.00
35	Pipe Connection to Existing Structure	EA	2	950	00	\$1,900.00
36	Drain Tile Connection (EST)	LF	300	24	00	\$7,200.00
37	Fire Hydrant Assembly	EA	2	5,000	00	\$10,000.00
38	Gate Valve (6")	EA	4	1,500	00	\$6,000.00
39	Water Main Relocation (6")	LF	1,332	72	00	\$95,904.00
40	Adjust Existing Water Valve (EST)	EA	25	250	00	\$6,250.00
41	Relocate/Replace Existing Water Meter	EA	31	1,500	00	\$46,500.00
42	Water Service Line Reconnection	EA	31	1,200	00	\$37,200.00
43	Street Lighting Installation	LS	1	155,000	00	\$155,000.00
44	Permanent Traffic Control Signs (MEP)	SF	98	24	00	\$2,352.00
45	2"x2" Sign Posts	LF	241	5	50	\$1,325.50
46	2-1/4"x2-1/4" Sign Post Anchors	LF	75	8	25	\$618.75
47	Traffic Control	LS	1	4,620	00	\$4,620.00
48	Fence (All Types)(EST)	LF	200	55	00	\$11,000.00
49	Tree Replacement (EST)	EA	10	575	00	\$5,750.00
50	Shrub Replacement (EST)	EA	20	150	00	\$3,000.00
51	Lawn Sprinkler System (EST)	EA	2	2,350	00	\$4,700.00
52	Temporary Inlet Protection	EA	22	65	00	\$1,430.00

53	Temporary Slope Barrier (Silt Fence)(EST)	LF	567	1	40	\$793.80
54	Temporary Slope Barrier (Straw Wattle)	LF	5,671	2	50	\$14,177.50
55	Sodding (EST)	SY	10,000	5	90	\$59,000.00
56	Contractor Construction Staking	LS	1	19,500	00	\$19,500.00
PN 3-R-001-20 TOTAL:						\$2,335,964.05

	Cedar Street Sanitary Sewer Rehabilitation Project, PN 1-R-001-19					
101	Removal of Existing Structures	LS	1	25,000	00	\$25,000.00
102	Full Depth Street Patch (EST)	SY	140	120	00	\$16,800.00
103	Concrete Flume (EST)	LF	17	90	00	\$1,530.00
104	4' Dia. Standard Manhole, 0'-6' Deep	EA	11	9,350	00	\$102,850.00
105	5' Dia. Standard Manhole, 0'-6' Deep	EA	1	15,454	00	\$15,454.00
106	4' Dia. Drop Manhole, 0'-6' Deep	EA	3	10,000	00	\$30,000.00
107	5' Dia. Drop Manhole, 0'-6' Deep	EA	1	13,650	00	\$13,650.00
108	4' Dia. Standard Manhole Extra Depth	VF	51	250	00	\$12,750.00
109	5' Dia. Standard Manhole Extra Depth	VF	20	400	00	\$8,000.00
110	Flowable Fill (for abandoning sewers) (EST)	CY	8	400	00	\$3,200.00
111	Sanitary Sewer Lateral (6")(PVC)(EST)	LF	1,349	135	00	\$182,115.00
112	Sanitary Sewer Pipe (8")(PVC)(SDR-26)	LF	3,328	167	00	\$555,776.00
113	Sanitary Sewer Pipe (12")(PVC)(SDR-26)	LF	229	250	00	\$57,250.00
114	Sanitary Sewer Pipe (24")(PVC)(SDR-26)	LF	52	350	00	\$18,200.00
115	Sanitary Sewer Pipe (30")(PVC)(SDR-26)	LF	55	450	00	\$24,750.00
116	Casing Pipe (16")(Steel)(Bored)	LF	62	940	00	\$58,280.00
117	Concrete Encasement (Sanitary)(EST)	LF	311	165	00	\$51,315.00
118	PVC/VCP Coupler w/Shear Guard	EA	11	750	00	\$8,250.00
119	Sanitary Sewer Service Reconnections	EA	66	850	00	\$56,100.00
120	By-Pass Pumping	LS	1	20,000	00	\$20,000.00
PN 1-R-001-19 TOTAL:						\$1,261,270.00

PN 3-R-001-20 TOTAL:	\$2,335,964.05
PN 1-R-001-19 TOTAL:	\$1,261,270.00
TOTAL:	\$3,597,234.05

ASPHALT MATERIAL INDEX:

The price included for Asphaltic Concrete Surface will be based on the computed monthly Asphalt Material Index for February 2020, as listed at the following web site, <http://www.ksdot.org/burconsmain/ppreq/asphaltpriceindex.asp>. The bid unit price for Asphaltic Concrete Surface shall be adjusted in subsequent months based on specification number 07-01009-R05, Price Adjustment for Asphalt Materials, in the 2015 Edition of Kansas Department of Transportation Special Provisions for the Standard Specification.

The undersigned successfully completed the bid process online at www.publicpurchase.com and affirms that the schedule of values table above matches the unit prices, line item amounts, and bid total amount submitted electronically.

Contractor

By

Title

Date

Telephone Number

Contact Person

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is dated as of the ____ day of _____, 20__ (“Effective Date”), by and between the City of Olathe, Kansas (“Owner”) and _____ Kansas Heavy Construction, LLC (“Contractor”). Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Approximately 3,500 linear feet of street reconstruction including curb and gutter replacement, driveway replacement, sidewalk and ADA ramp replacement, storm sewer installation, sanitary sewer replacement, waterline relocation, streetlight installation and lawn restoration. The project will include Cedar Street from Parker Street to the east end cul-de-sac at the BNSF tracks.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Cedar Street Improvements Project, PN 3-R-001-20 and Cedar Street Sanitary Sewer Rehabilitation Project, PN 1-R-001-19.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Affinis Corp.
- 3.02 The Owner has retained Affinis Corp (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

- A. The Work will be substantially completed within 150 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions
- B. The Notice to Proceed will be given no later than May 1, 2020.
- C. The Work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by October 16, 2020.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$2,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000.00 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and Final Completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents in current funds the amount that follows, subject to adjustment under the Contract:

\$ 3,597,234.05

[Here insert a lump sum, unit prices or both, if necessary attach exhibits and list them in Article 8.]

[CONTRACTOR's Bid may be attached as an exhibit to avoid lengthy retyping of unit price schedules, formulae for escalation of prices, information as to alternatives, etc.]

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the first day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price

Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments 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 may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95% percent of Work completed (with the balance being retainage) and
 - b. 95% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 97% of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200% of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

NOTE(S) TO USER:

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate prescribed under K.S.A. 16-1901 et seq., and any amendments thereto.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, if any.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs, if any such reports and drawings are so identified.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages EJCDC C-520-1 to EJCDC C-520-7, inclusive).
 - 2. Performance & Maintenance bond (pages to EJCDC C-520-8 to to EJCDC C-520-13, inclusive).
 - 3. Statutory bond (pages to EJCDC C-520-14 to to EJCDC C-520-18, inclusive).
 - 4. Appointment of Process Agent (page to EJCDC C-520-19, inclusive).
 - 5. Non-collusive Affidavit of Prime Bidder (page to EJCDC C-520-20, inclusive).
 - 6. General Conditions (page to EJCDC C-700-1, to EJCDC C-700-65, inclusive).
 - 7. Supplementary Conditions (pages SC - 1 to SC - 34, inclusive).
 - 8. Specifications as listed in the table of contents of the Project Manual.
 - 9. Drawings (not attached but incorporated by reference) consisting of 123 sheets with each sheet bearing the following general title: Cedar Street Improvements Project and Cedar Street Sanitary Sewer Rehabilitation Project.
 - 10. Addenda (numbers ____ to ____, inclusive).

11. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages ____ to ____, inclusive).
 - b. Bid Documents (Notice to Bidders, Instructions to Bidders, Questionnaire of Personnel Practices Bid Bond, Bid Form).
 - c. Certificates (Compliance with Personnel Practices, Good Standing to Conduct Business in Kansas, Insurance).
 - d. Federal Funds Project Documents (if applicable) (Standard General Conditions Division 100, General Specifications Division 200, Required Contract Specifications, General Wage Decision).
 - e. Project Requirements.
 - f. Temporary Facilities.
 - g. Submittals.
 - h. Technical Specifications.
 - i. General Special Conditions.
 - j. Measurements and Payments.
12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an

assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each represent that they are duly authorized to enter into the Contract, and binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor in the Supplementary Conditions.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

OWNER:

CONTRACTOR:

City of Olathe, Kansas

By:

By:

Title: Mayor

Title:

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

Attest:

Title:

Title:

Address for giving notices:

P.O. Box 768

Olathe, KS 66051-0768

Address for giving notices:

Contractor's Phone Number

License No.:

(where applicable)

Agent for service of process:

If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Approved as to form:

Deputy City Attorney



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 3/17/2020

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger / Beth Wright

SUBJECT: Contract with Brungardt Honomichl & Company, P.A. for design of the Troost Street Improvements Project, PN 3-R-002-21.

ITEM DESCRIPTION:

Consideration of a Professional Services Agreement with Brungardt Honomichl & Company, P.A. for design of the Troost Street Improvements Project, PN 3-R-002-21.

SUMMARY:

This project will improve Troost Street between Wabash Street and Park Street. Improvements will include full depth asphalt pavement and subgrade replacement, replacement of concrete curb and gutters, replacement of sidewalk, driveway approaches, street light installation, and stormwater improvements.

On January 14, 2020, the City advertised a Request for Qualifications (RFQ) for engineering companies to provide design services for this project. Fifteen (15) firms responded to the RFQ. After reviewing all proposals, the selection committee chose Brungardt Honomichl & Company, P.A. as the most qualified firm.

The \$125,750 Professional Services Agreement provides engineering services necessary for design of the reconstruction 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.

It is anticipated that design will begin immediately following approval of this agreement. Staff will bring the construction contract to the City Council for consideration in Spring 2021. Improvements are expected to be completed by Fall 2021.

FINANCIAL IMPACT:

This project is funded from the City of Olathe's 2021 Street Reconstruction Program authorized on January 21, 2020. Authorized revenue for the 2021 Street Reconstruction Program includes:

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

ACTION NEEDED:

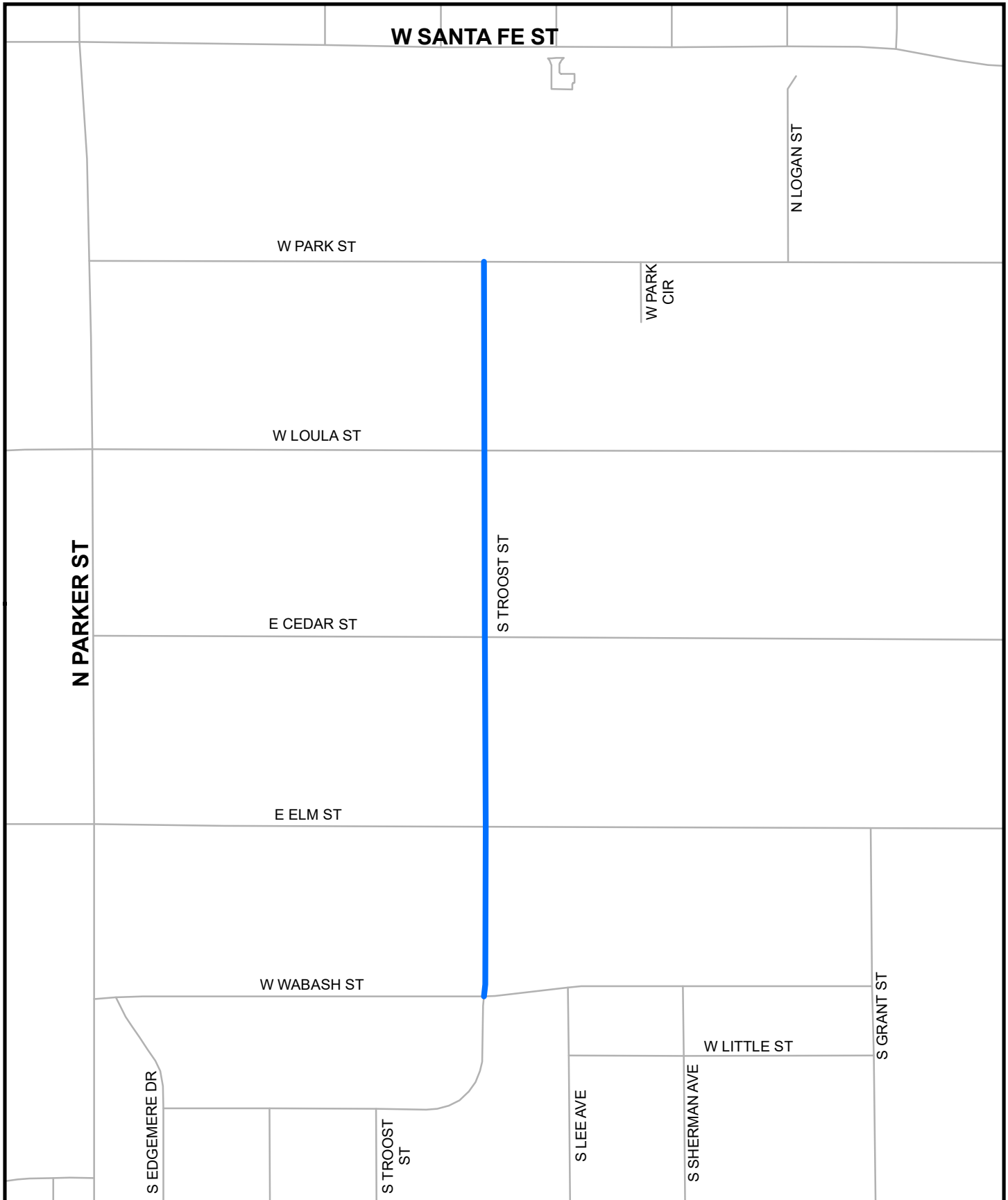
Approval of a Professional Services Agreement with Brungardt Honomichl & Company, P.A. for design of the Troost Street Improvements Project, PN 3-R-002-21.

MEETING DATE: 3/17/2020

ATTACHMENT(S):

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

Project Location Map
Troost Street Improvements Project
PN 3-R-002-21





Project Fact Sheet
Troost Street Improvements Project
PN 3-R-002-21
March 17, 2020

Project Manager: Beth Wright / Nico Estrada-Stephen

Description: This project will include removing the existing pavement section, grading and placement of aggregate base subgrade, asphalt pavement, concrete curb and gutter, concrete ADA ramps and sidewalks, stormwater improvements and City streetlight installation.

Justification: This project provides for a full reconstruction of Troost Street, which is deteriorated to a condition beyond preventative maintenance provided by a Street Preservation Program project.

Schedule:	Item	Date
Design:	RFQ	01/14/2020
	Consultant Selection	03/17/2020
Construction:	Bid Award	05/2021- Estimate
Council Actions:	Date	Amount
Approved in CIP (Street Reconstruction Program)	2019-2023	\$25,500,000
Project Authorization (2021 Street Reconstruction Program)	01/21/2020	\$5,100,000
Professional Service Agreement	03/17/2020	\$125,750
Accept Bid/Award Contract		
Funding Sources:	Amount	CIP Year
2021 Street Reconstruction Program	\$1,186,000	2021
Expenditures:	Budget	Amount to Date
Design	\$ 126,000	\$0
Staff	\$ 35,000	\$0
Construction	\$ 950,000	\$0
Inspection	\$ 25,000	\$0
Other Project Costs	\$ 5,000	\$0
Contingency	\$ 45,000	\$0
Total	\$1,186,000	\$0

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and Brungardt Honomichl & Company, P.A. (BHC RHODES), hereinafter "Consultant" (collectively, the "Parties").

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

Troost Street Improvements Project
Project No. 3-R-002-21

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

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

SECTION I - DEFINITIONS

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

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

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

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

"Construction Cost" means and includes but is not limited to the cost of the entire construction of the Project, including all supervision, materials, supplies, labor, tools, equipment, transportation and/or other facilities furnished, used or consumed in connection with the Project, without deduction on account of penalties, liquidated damages or other amounts withheld from payment to a construction contractor or contractors, but such cost will

not include Consultant's fee, or any other payments to Consultant as set forth herein, and will not include cost of land or rights-of-way and easement acquisition.

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

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

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

"Project" is as above described.

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

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

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

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

SECTION II - COMPENSATION

A. FEES & EXPENSES

1. Total Fee: City agrees to pay Consultant an amount not to exceed One Hundred Twenty-Five Thousand Seven Hundred Fifty Dollars (\$125,750.00), including reimbursable expenses as described herein. The fee is based on the performance of the scope of services outlined in this Agreement, including **Exhibit B** attached hereto and incorporated by reference, and will be billed by Consultant using hourly rates and equipment charges as set forth in **Exhibit C** attached hereto and incorporated by

reference, plus reimbursable expenses as set forth below. All bills will be submitted to City monthly as provided herein.

2. Reimbursable Expenses: Consultant will be reimbursed at the actual cost, not to exceed a total expense of Two Thousand Nine Hundred Ninety Dollars (\$2,990.00) for the following expenses related only to the Project: (a) expense of transportation in connection with the Project; (b) expenses in connection with authorized out-of-town travel; (c) long-distance communications; (d) expenses of printing and reproductions; (e) postage and facsimile transmissions; (f) expenses of renderings and models requested by City, and (g) other costs as authorized by City in writing as set forth herein.

B. SERVICES BEYOND THE SCOPE OF SERVICES

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

Professional Services.

C. BILLING & PAYMENT

1. Billing: Consultant may bill City monthly for completed Professional Services, including reimbursable expenses. The bill submitted by Consultant must itemize the Professional Services and reimbursable expenses for which payment is requested. City agrees to pay Consultant within thirty (30) days of approval by the Governing Body or other agent of City in accordance with the City's Procurement Policy.
2. City's Right to Withhold Payment: In the event City becomes credibly informed that any representations of Consultant provided in its monthly billing are wholly or partially inaccurate, City may withhold payment of sums then or in the future otherwise due to Consultant until the inaccuracy and the cause thereof is corrected to City's reasonable satisfaction. In the event City questions some element of an invoice, that fact will be made known to Consultant immediately. Consultant will help effect resolution and transmit a revised invoice, if necessary. Amounts not questioned by City will be paid to Consultant in accordance with the contract payment procedures.
3. Progress Reports: A progress report must be submitted with each monthly pay request indicating the percentage of Professional Services completed to date. This report will serve as support for payment to Consultant.

D. SCHEDULE

All services must be completed on or before November 15, 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.

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: David Nolte, Project Manager. As principal on this Project, this person will be the primary contact with the City's Project Manager and will have authority to bind Consultant. So long as the individual named above remains actively employed or retained by Consultant, such individual will perform the function of principal on this Project. For the Professional

Services rendered hereunder, Consultant, and any of its subcontractors, will employ engineers, architects, landscape architects, and surveyors licensed by the Kansas State Board of Technical Professions.

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

for three (3) years from the date of final payment.

6. Standard of Care: Consultant will exercise the same degree of care, skill, and diligence in the performance of the Professional Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. If Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from City, the Professional Services necessary to correct errors and omissions which are caused by Consultant's negligence.

SECTION IV - CITY OF OLATHE'S RESPONSIBILITIES

A. COMMUNICATION

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

B. ACCESS

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

C. DUTIES

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

D. PROGRAM AND BUDGET

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

E. ADMINISTRATIVE SERVICES

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

F. BOND FORMS

City will furnish all bond forms required for the Project.

G. PROJECT REPRESENTATIVE

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

SECTION V - GENERAL PROVISIONS

A. TERMINATION

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

Address for Notice:

City of Olathe
Attn: Nico Estrada-Stephen
1385 S. Robinson Drive
Olathe, Kansas 66061

Brungardt Honomichl & Company, P.A.
Attn: David Nolte
7101 College Boulevard, Suite 400
Overland Park, Kansas 66210

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

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

B. DISPUTE RESOLUTION

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

C. OWNERSHIP OF CONSULTANT DOCUMENTS

Consultant will provide City a copy of all final Consultant Documents, including but not limited to prints, reproductions, reports, plans, specifications and related documents, 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 _____ 202____.

CITY OF OLATHE, KANSAS

By: _____
Michael E. Copeland, Mayor

ATTEST:

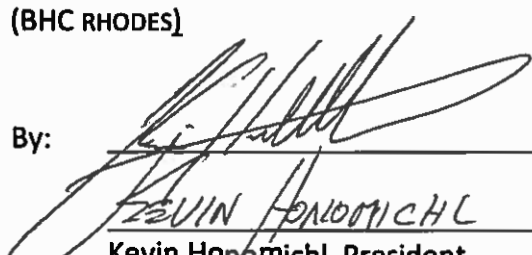
City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney/Deputy City Attorney/
Assistant City Attorney

Brungardt Honomichl & Company, P.A.
(BHC RHODES)

By: 

KEVIN HONOMICHL
Kevin Honomichl, President
7101 College Boulevard, Suite 400
Overland Park, Kansas 66210

**TABLE OF CONTENTS
OF EXHIBITS**

Exhibit A	Description of Project & Map
Exhibit B	Scope of Services
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Exhibit F	Certificate of Insurance
Exhibit G	Certificate of Good Standing to Conduct Business in Kansas

EXHIBIT A
Description of Project & Map

Total reconstruction of Troost Street from Wabash Street to Park Street including pavement, curb & gutter, sidewalks, ADA ramps, driveways, streetlights, storm sewer, and all necessary grading. Intersection improvements will include extended limits to ensure proper drainage is met.

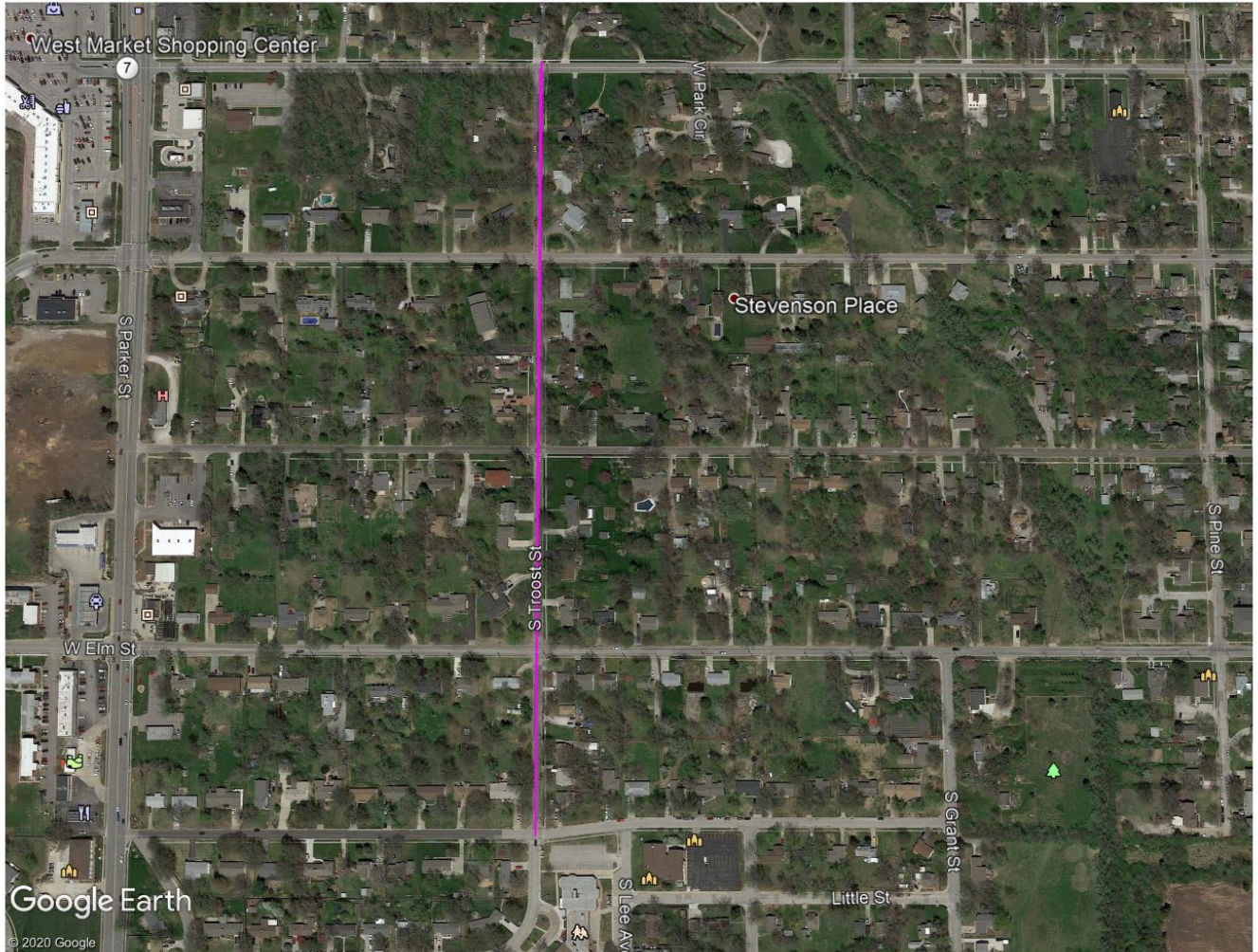


EXHIBIT B

Scope of Services

1. DATA COLLECTION

- A. Attend a pre-design meeting to establish the City's design criteria for the project.
- B. Develop design criteria for the project and prepare a design memorandum that is to be submitted to the City.
- C. Develop a detailed design schedule. Submit a copy to the City and provide digital updates at scheduled progress meetings. The schedule should include the following milestones: Data Collection, Survey and Basemapping, Field Check Plans to the City, Approximate Utility Coordination Meeting Dates, Right-of-way / Easements to the City, Approximate Public Meeting / Individual Stakeholder Meeting Dates, Final Plans to the City.
- D. Contact utility companies to determine the location of existing facilities, collect as-built plans and determine location of planned improvements.
- E. Calculate the total area of disturbance to determine whether a Stormwater Pollution Prevention Plan (SWPPP) is required. A total area of disturbance of over one (1) acre triggers the NPDES permit requirement.
- F. Submit documentation for the Notice of Intent (NOI). Complete NOI to be included with SWPPP (by others)

2. SURVEYS AND BASEMAPPING

- A. Perform field surveys to obtain sufficient detail for the project design. For all work within the right-of-way, the surveyor shall install and maintain traffic control in accordance with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) prior to and during the work. The surveyor shall also notify all property owners along the project of the topographic survey prior to any work being done with door hangers having PM contact name and phone number
- B. Obtain ownership certification information from the title company to determine right-of-way lines, property lines, easement limits and ownership information. It is anticipated that information for (see below) tracts will be obtained.
- C. Compile and process survey data to create basemapping and produce Digital Terrain Model (DTM). Include existing property lines and easements using legal descriptions, tract plots and Title Reports. Field check project base maps for existing features.

3. FIELD CHECK PLANS

- A. Prepare the following Field Check plan sheets
 - Title Sheet
 - General Notes and Legend
 - Quantities
 - General Layout and Survey Data Sheet
 - Typical Sections

Plan & Profiles
Intersection Details
Roadway Details
Storm Sewer Profiles & Details
Erosion Control Plan & Details
Street Lighting Plan & Details
Pavement Marking and Signing Plan & Details
Construction Phasing Plan
Traffic Control Details
Drainage Area Map and Calculations
Cross Sections

- B. Submit three (3) sets of half size field check plans to the City for review and comment. In addition, submit a copy of the field check plans to the City in electronic format
- C. Prepare a cost estimate
- D. Meet with City staff and perform a field check of the site to compare the plans with the actual field conditions
- E. Revise the field check plans as per City plan review comments and field check comments
- F. Submit a field check plan set (electronically) to each utility company along with a list identifying potential conflicts. Also included in the submittal to the utility companies will be a notification indicating a tentative project letting date which has been established by the Project Manager
- G. Field Check Plans status meeting with the City. The consultant shall prepare and submit meeting minutes to the City within two days following the meeting
- H. Conduct a utility coordination meeting
- I. Attend public engagement meeting. Provide 3 half size sets of plans and 1 R/W plan view (roll)
- J. Provide Quality Assurance and Quality Control

4. RIGHT-OF-WAY, EASEMENTS, TRACT MAPS

- A. Prepare individual tract maps. Submit one (1) set of colored preliminary right-of-way plans and separate tract maps to the City for review. A separate drawing will be submitted for each type of taking (right-of-way, temporary construction easement, utility easement, and sidewalk easement) for each parcel. It is anticipated that takings will be needed from three (3) tracts
- B. Prepare legal descriptions of each taking for each tract on separate sheets. Each legal description shall be in the following format:
 - Heading Information: Tract # (Line 1), Owner (Line 2), Type of Taking (Line 3)
 - Body: Legal Description & R.L.S. Seal, with signature and dateIt is anticipated that takings will be needed from three (3) tracts. A hard copy as well as an electronic copy of the legal descriptions shall be submitted to the City
- C. Provide field stakes at each property to delineate the temporary and permanent

easements and the right-of-way within two (2) weeks after providing the tract maps. Provide field stakes at each property listed in a condemnation action should condemnation be required

D. Incorporate City review comments

E. Prior to submitting the legal descriptions to the City, the consultant will perform an additional title search and provide copies of the deeds and easements to the City

F. When property is being acquired, the consultant shall obtain an Ownership, Encumbrance and Easement Report (O&E&E). With regards to Ownership & Encumbrance Reports (O&E) as well as O&E&E reports, reports must be prepared by a Title Company. This expense is \$300 per tract assuming 3 tracts

G. Provide Quality Assurance and Quality Control

5. FINAL PLANS

A. Prepare the following Final Plan sheets

Title Sheet

General Notes and Legend

Quantities

General Layout and Survey Data Sheet

Typical Sections

Plan & Profiles

Intersection Details

Roadway Details

Storm Sewer Profiles & Details

Erosion Control Plan & Details

Street Lighting Plan & Details

Pavement Marking and Signing Plan & Details

Construction Phasing Plan

Traffic Control Details

Drainage Area Map and Calculations

Cross Sections

B. Submit three (3) sets of half size final plans to the City for review and comment. In addition, submit a copy of the final plans to the City in electronic format

C. Revise plans as per City plan review comments

D. Prepare a revised cost estimate

E. Prepare Specifications

F. Submit Final Plans to the City. Once all comments have been addressed and the plans have been finalized, submit two (2) full size sets, submit six (6) half size copies of the final plans, and eight (8) construction manuals/specifications to the City. In addition, submit a copy of the final plans to the City in electronic format. The PDF document shall be bookmarked to reflect the index of the cover/title sheet

G. Bidding services such as answering contractor questions during advertisement, preparing written addenda to the bidding documents, attending the bid opening

and evaluating the bids

H. Final Plans status meeting with the City. The consultant shall prepare and submit meeting minutes to the City within two days following the meeting.

I. Conduct a utility coordination meeting

J. Attend public engagement meeting. Provide 3 half size sets of plans and 1 R/W plan view (roll)

K. Provide Quality Assurance and Quality Control

6. CONSTRUCTION ADMINISTRATION

A. Provide technical assistance during construction. Technical assistance includes but is not limited to answering questions during the bidding process and/or during construction, reviewing shop drawings and catalog cuts, attending a preconstruction meeting if requested by the Project Manager

B. Complete an electronic set of AS-BUILTS from a marked up set of plans provided by the City. Submit AS-BUILTS to the City

7. ADDITIONAL SERVICES

The services provided for this project are limited to those listed in the Scope of Services. Any additional services will be performed at an hourly rate or a lump sum basis as agreed to prior to initiating the additional service. Additional services may include but are not limited to the following:

1. Concept Study.
2. Permitting (i.e. KDWR, KHS, KDFW, KDHE, KDOT, USACE 404, NPDES).
3. Specifications, other than Special Provisions not already written by the City.
4. Utility Design.
5. Waterline Design.
6. Environmental Studies / Reports / Mitigation.
7. Geotechnical Analysis / Reports.
8. Construction Staking.
9. Inspection - Construction Observation & Documentation.
10. Testing Services

EXHIBIT C **Fee & Rate Schedule**

Brungardt Honomichl & Company P. A. Public Works: 2020 Rate Schedule Effective thru 12/31/20

Title	Rate
Principal/Program Manager/Project Advisor	\$195.00
Project Manager	180.00
Sr. Traffic Engineer	180.00
Traffic Engineer	155.00
Sr. Project Engineer	165.00
Project Engineer	145.00
Utilities Manager	145.00
Design/Staff Engineer	115.00
Landscape Architect	115.00
Sr. Designer	145.00
Designer	135.00
Senior Eng. Technician	130.00
Engineering Technician	100.00
Technician	75.00
Resident Project Engineer	145.00
Construction Manager	150.00
Lead Construction Technician	140.00
Construction Technician II	120.00
Construction Technician I	100.00
GIS Supervisor	150.00
GIS Analyst III	110.00
GIS Analyst II	90.00
GIS Analyst I	80.00
Survey Manager	165.00
Sr. Land Surveyor	165.00
Project Surveyor	130.00
Sr. Survey Technician	110.00
Survey Technician	85.00
Survey Crew Chief	110.00
Crew Member	85.00
Clerical	65.00

Reimbursable Expenses:

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>PRICE</u>
A. Passenger Vehicle	Per mile	IRS rate
B. Survey Vehicle	Per mile	\$0.70
C. Project Related Travel		Actual Cost
D. Telephone & Conference Call Service		Actual Cost
E. In House Reproduction	Sq. Ft.	\$0.15
F. Outsourced Reproduction		Actual Cost
G. Freight & Postage		Actual Cost
H. Survey Total Station	Per Hour	\$15.00
I. Survey GPS RTK Receiver	Per Hour	\$30.00
J. Survey Robotic Total Station	Per Hour	\$40.00
K. Trimble SX10 Scanner	Per Hour	\$120.00
L. Other Laser Scanning	Price per Project	
M. Quickview Air HD Camera	Per Hour	\$10.00
N. Camera & Lidar Based UAV	Price per Project	

P:\PROPOSAL\Proposal_Items\Rate_Schedules\2020\2020 Public Works Default Rate Schedule FINAL.doc

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)
07/31/2019

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

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

PRODUCER Holmes Murphy & Associates, LLC 1828 Walnut Street Suite 700 Kansas City, MO 64108	1-866-574-6282	CONTACT NAME: Monica Wilks PHONE (A/C, No, Ext): 816 857-7820 E-MAIL: mwilks@holmesmurphy.com	FAX (A/C, No): 866 501-3940
INSURED Brungardt Honomichl & Company, P.A. 7101 College Blvd., Suite 400 Overland Park, KS 66210		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: XL SPECIALTY INS CO	37885
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 56856567

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		DPR9946659	08/01/19	08/01/20	Each Claim 5,000,000 Annl Aggr 5,000,000

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

CERTIFICATE HOLDER

City of Olathe

100 E. Santa Fe

Olathe, KS 66061

USA

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

ACORD 25 (2016/03)
mwilksks
56856567

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/27/2019

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

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

PRODUCER Commercial & Personal Insurance Agency 11503 West 75th Street Suite 201 Shawnee KS 66214		CONTACT NAME: Linda Reilly PHONE (A/C, No, Ext): (913) 908-9511 FAX (A/C, No): (913) 908-9610 E-MAIL ADDRESS: lreilly@cpins.com	
INSURED Brungardt Honomichi & Company 7101 College Blvd Ste 400 Overland Park KS 66210		INSURER(S) AFFORDING COVERAGE INSURER A: Phoenix Insurance Company NAIC # 25823 INSURER B: Travelers Indemnity Co Of America 25886 INSURER C: Travelers Indemnity Co. Of Missouri 25658 INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL1962702888

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	ADDITIONAL INSURED	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	6802J587580	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 ADINN \$
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 checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	BA3D509732	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000 EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$	Y	CUP7E895871	07/01/2019	07/01/2020	PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in IN) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	UB7KD12729	07/01/2019	07/01/2020	

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

City of Olathe is an additional Insured as respects General Liability (Form CG D3 81 09 15), Automobile Liability (Form CA T4 37 08 08), and Excess Liability coverage and such coverage's are primary and non-contributory to the additional Insured's coverage and Waiver of Subrogation applies as allowed by law. 30 days notice of cancellation except 10 days for non payment

CERTIFICATE HOLDER**CANCELLATION**

City of Olathe 100 E Santa Fe Street Olathe KS 66061	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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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: 1844646

Entity Name: BRUNGARDT HONOMICHL & COMPANY, P.A.

Entity Type: PROFESSIONAL ASSOCIATION

State of Organization: KS

Resident Agent: BALTHASER A BRUNGARDT

Registered Office: 7101 College Boulevard Suite 400, OVERLAND PARK, KS 66210

was filed in this office on June 22, 1992, and is in good standing, having fully complied with all requirements of this office.

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



In testimony whereof I execute this certificate and affix the seal of the Secretary of State of the state of Kansas on this day of February 18, 2020

SCOTT SCHWAB
SECRETARY OF STATE

Certificate ID: 1126414 - To verify the validity of this certificate please visit <https://www.kansas.gov/bess/flow/validate> and enter the certificate ID number.



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 3/17/2020

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger / Beth Wright

SUBJECT: Contract with George Butler Associates, Inc. for design of the Stevenson Street Improvements Project, PN 3-R-003-21.

ITEM DESCRIPTION:

Consideration of a Professional Services Agreement with George Butler Associates, Inc. for design of the Stevenson Street Improvements Project, PN 3-R-003-21.

SUMMARY:

This project will improve Stevenson Street (Sheridan Street to Cedar Street), Walker Street (Stevenson Street to East End Dead End), and Grace Terrace (Stevenson Street to East End Cul-de-sac). Improvements will include full depth asphalt pavement and subgrade replacement, replacement of concrete curb and gutters, replacement of existing sidewalk, installation of missing segments of sidewalk, driveway approaches, streetlight installation, stormwater improvements, and watermain improvements.

On January 14, 2020, the City advertised a Request for Qualifications (RFQ) for engineering companies to provide design services for this project. Fifteen (15) firms responded to the RFQ. After reviewing all proposals, the selection committee chose George Butler Associates, Inc. as the most qualified firm.

The \$281,437 Professional Services Agreement provides engineering services necessary for design of the reconstruction 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.

It is anticipated that design will begin immediately following approval of this agreement. Staff will bring the construction contract to the City Council for consideration in Spring 2021. Improvements are expected to be completed by Fall 2021.

FINANCIAL IMPACT:

The design of this project is funded from the City of Olathe's 2021 Street Reconstruction Program authorized on January 21, 2020. Authorized revenue for the 2021 Street Reconstruction Program includes:

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

MEETING DATE: 3/17/2020

ACTION NEEDED:

Approval of a Professional Services Agreement with George Butler Associates, Inc. for design of the Stevenson Street Improvements Project, PN 3-R-003-21.

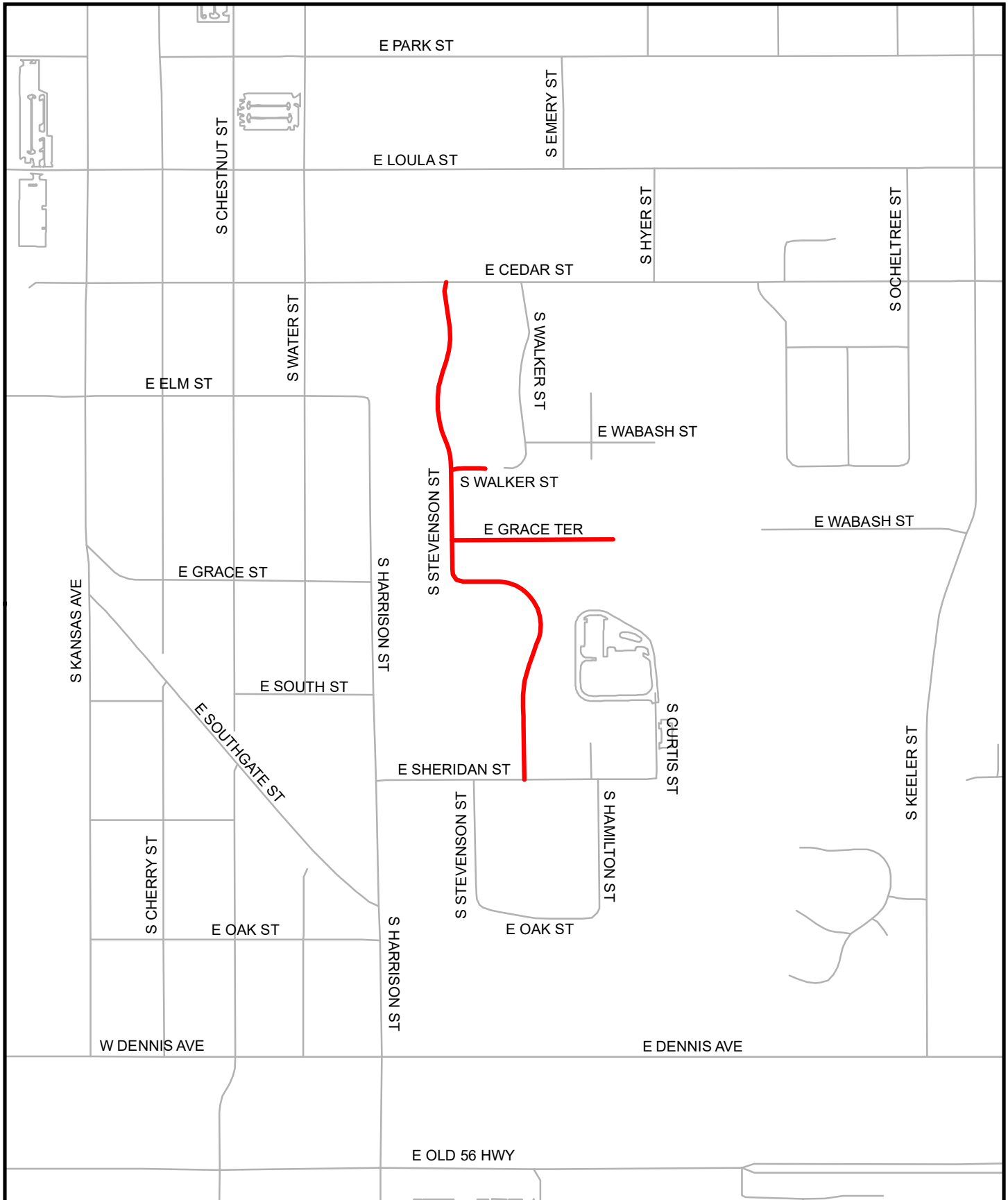
ATTACHMENT(S):

A: Project Location Map

B: Project Fact Sheet

C: Professional Services Agreement

Project Location Map
Stevenson Street Improvements Project
PN 3-R-003-21





Project Fact Sheet
Stevenson Street Improvements Project
PN 3-R-003-21
March 17, 2020

Project Manager: Beth Wright / Austin Lamparter

Description: This project will improve Stevenson Street (Sheridan Street to Cedar Street), Walker Street (Stevenson Street to East End Dead End), and Grace Terrace (Stevenson Street to East End Cul-de-sac). Improvements will include full depth asphalt pavement and subgrade replacement, replacement of concrete curb and gutters, replacement of existing sidewalk, installation of missing segments of sidewalk, driveway approaches, streetlight installation, stormwater improvements, and watermain improvements.

Justification: This project provides for a full reconstruction of the listed streets, which are deteriorated to a condition beyond preventative maintenance provided by a Street Preservation Program project.

Comments: The design of this project is funded from the 2021 Street Reconstruction Program. The construction of this project will be funded from the 2021 Street Reconstruction Program and the 2021 Water Rehabilitation Program, which will be authorized later this year.

Schedule:	Item	Date
Design:	RFQ	01/14/2020
	Professional Services Agreement	03/17/2020
Construction:	Contract Award	03/2021 - Estimate
	Completion	10/2021 - Estimate
Council Actions:	Date	Amount
Approved in CIP (Street Reconstruction Program)	2019-2023	\$25,500,000
Approved in CIP (Waterline Rehabilitation Program)	2019-2023	\$5,000,000
Project Authorization (2021 Street Reconstruction Program)	01/21/2020	\$5,100,000
Professional Service Agreement	03/17/2020	\$281,437
Project Authorization (2021 Water Rehabilitation Program)		
Accept Bid/Award Contract		
Funding Sources:	Amount	CIP Year
Street Reconstruction Program	\$ 2,250,000	2021
Revenue Bonds (Water)	\$ 500,000	2021
Total	\$ 2,750,000	
Expenditures:	Budget	Amount to Date

Design	\$ 285,000	\$0
Staff	\$ 40,000	\$0
Construction	\$ 2,280,000	\$0
Inspection	\$ 35,000	\$0
Other Project Costs	\$ 10,000	\$0
Contingency	\$ 100,000	\$0
Total	\$ 2,750,000	\$0

PROFESSIONAL SERVICES AGREEMENT

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

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

Stevenson Street Improvements Project

Sheridan Street to Cedar Street

Project No. 3-R-003-21

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 Two Hundred Eighty-One Thousand, Four Hundred Thirty-Seven Dollars (\$281,437), including reimbursable expenses as described herein. The fee is based on the performance of the scope of services outlined in this Agreement, including **Exhibit B** attached hereto and incorporated by reference, and will be billed by Consultant using hourly rates and

equipment charges as set forth in **Exhibit C** attached hereto and incorporated by reference, plus reimbursable expenses as set forth below. All bills will be submitted to City monthly as provided herein.

2. Reimbursable Expenses: Consultant will be reimbursed at the actual cost, not to exceed a total expense of Thirteen Thousand, Six Hundred Seventy-Five Dollars (\$13,675) 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, 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.

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: John Cooper, PE. As principal on this Project, this person will be the primary contact with the City's Project Manager and will have authority to bind Consultant. So long as the individual named above remains actively employed or retained by Consultant, such individual will perform

the function of principal on this Project. For the Professional Services rendered hereunder, Consultant, and any of its subcontractors, will employ engineers, architects, landscape architects, and surveyors licensed by the Kansas State Board of Technical Professions.

2. 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 Consultant's subcontractor.
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: Austin Lamparter, PE
1385 S. Robinson Drive
Olathe, KS 66061

George Butler Associates, Inc.
Attn: John Cooper, PE
9801 Renner Blvd, Suite 300
Lenexa, KS 66219

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 and hold harmless City and its agents from any and all Loss where Loss is caused or incurred as a result of the intentional misconduct, recklessness, negligence, or other actionable fault of Consultant or its subcontractors.

3. Comparative Fault & Contributory Negligence: It is a specific element of consideration of this Agreement that the indemnity in Section V.E.2 will apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of City or any Third Party and, further notwithstanding any theory of law including, but not limited to, a characterization of City's or any Third Party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that Consultant's obligation hereunder will not include amounts attributable to the fault or negligence of City or any Third Party for whom Consultant is not responsible.
4. Damage Limitations: The indemnification obligation contained in this Agreement will not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for Consultant or its subcontractors, by the minimum insurance required by this Agreement, nor under workers' compensation acts, disability benefit acts, or other employee benefit acts.
5. Negligence by the City: Consultant is not required hereunder to defend City or its agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence.

F. AFFIRMATIVE ACTION/OTHER LAWS

1. Kansas Act Against Discrimination: During the performance of this Agreement, Consultant agrees that:
 - a. Consultant will observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, gender, disability, national origin, ancestry, or age;
 - b. in all solicitations or advertisements for employees, Consultant will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("commission");
 - c. if Consultant fails to comply with the way Consultant reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Consultant will be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by City without penalty;
 - d. if Consultant is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Consultant will be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and

- e. Consultant will include the provisions of subsections a. through d. in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- 2. Exceptions to Applicability: The provisions of this Section will not apply to a contract entered into by City with Consultant if (a) Consultant employs fewer than four (4) employees during the term of such contract; or (b) Consultant's contract with City totals Ten Thousand Dollars (\$10,000) or less in aggregate.
- 3. Kansas Age Discrimination in Employment Act: Consultant further agrees and acknowledges that it will abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this Project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.
- 4. Kansas Fairness in Public Construction Contract Act: The Parties agree and acknowledge that the services provided under this Agreement are within the scope of the Kansas Fairness in Public Construction Contract Act (K.S.A. 16-1901 et seq.) and that no provision of this Agreement waives, alters, or supersedes any provisions of said Act.

G. ENTIRE AGREEMENT

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

H. APPLICABLE LAW, JURISDICTION, AND VENUE

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

I. NO THIRD-PARTY BENEFICIARIES

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

J. INDEPENDENT CONTRACTOR

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

K. DELIVERABLES

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

L. COVENANT AGAINST CONTINGENT FEES

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

M. COMPLIANCE WITH LAWS

Consultant will abide by all applicable federal, state and local laws, ordinances and regulations applicable to the performance of Professional Services at the time the Professional

Services are performed. Consultant will secure all occupational and professional licenses and permits from public and private sources necessary for the fulfillment of the obligations under this Agreement, and will provide City a copy of its certificate of good standing to conduct business in the State of Kansas with this Agreement (**Exhibit G**).

N. TITLES, SUBHEADS AND CAPITALIZATION

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

O. SEVERABILITY CLAUSE

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

P. AMBIGUITY CLAUSE AND HIERARCHY OF INTERPRETATION

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

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

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

Q. EXECUTION OF CONTRACT

The parties hereto have caused this Agreement to be executed this _____ day of _____ 2020.

CITY OF OLATHE, KANSAS

By: _____
Michael E. Copeland, Mayor

ATTEST:

City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney/Deputy City Attorney/
Assistant City Attorney

George Butler Associates, Inc.

By: _____
John Cooper, PE, Principal
9801 Renner Blvd., Suite 300
Lenexa, KS 66219

3/9/20

**TABLE OF CONTENTS
OF EXHIBITS**

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Exhibit B	Scope of Services
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Exhibit F	Certificate of Insurance
Exhibit G	Certificate of Good Standing to Conduct Business in Kansas

EXHIBIT A
Description of Project & Map

This agreement provides the design services to improve Stevenson Street (Sheridan Street to Cedar Street), Walker Street (Stevenson Street to East End Dead End), and Grace Terrace (Stevenson Street to East End Cul-de-sac). Improvements will include full depth asphalt pavement and subgrade replacement, replacement of concrete curb and gutters, replacement of existing sidewalk, installation of missing segments of sidewalk, driveway approaches, streetlight installation, stormwater improvements, and watermain improvements. For detailed scope, see Exhibit B.

Project Location Map

Stevenson Street Improvements Project

PN 3-R-003-21

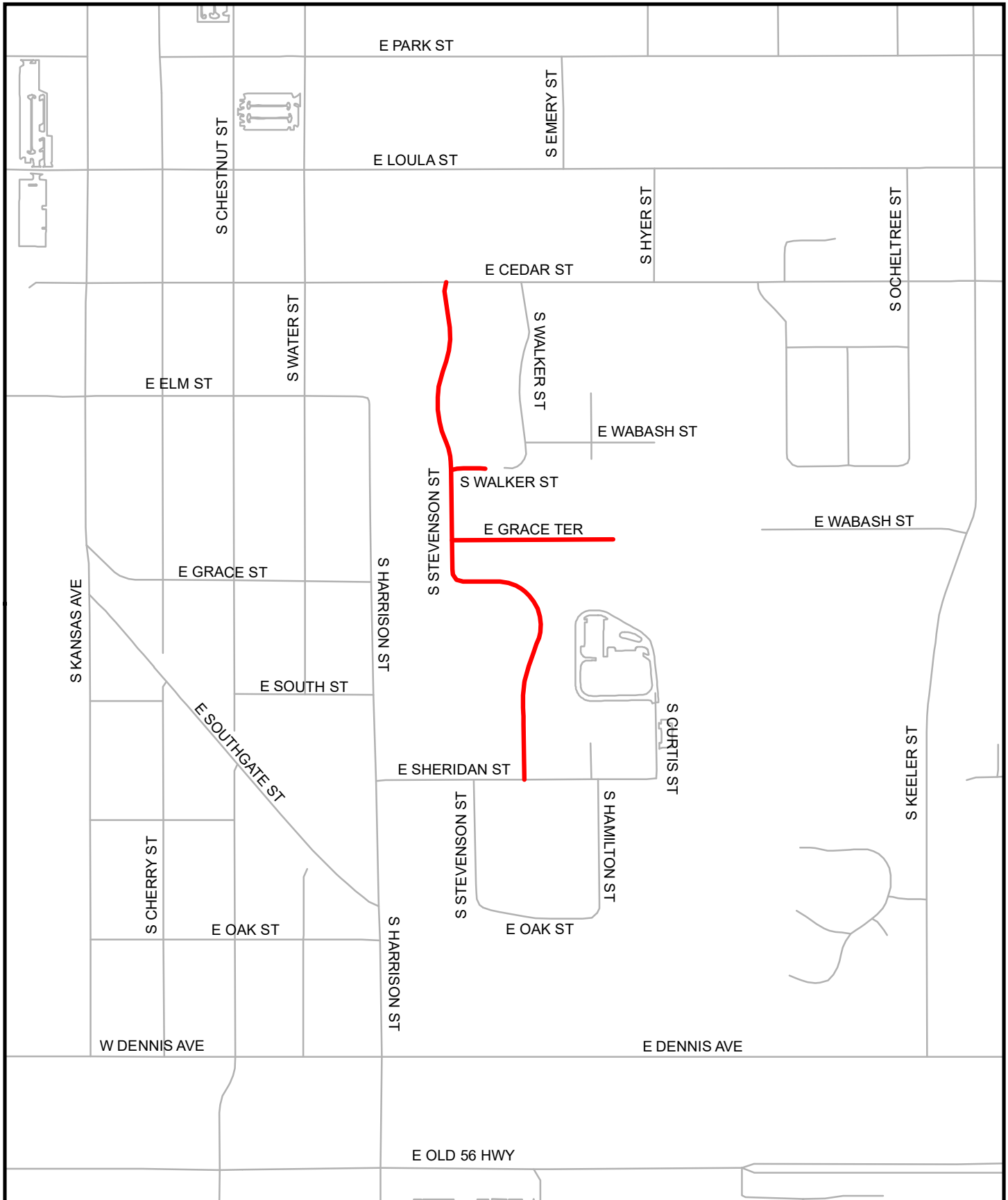


EXHIBIT B
Scope of Services

CLASSIFICATION	PRI	ASC	Pr. Lead	Sr. AES	Pr. AES	Des. AES	St. AES	Sr. Tech	Sr. Sp.	Spec	SPLS	PLS	SP2	Admin.	TOTAL	GPS	Mileage	Mileage	Additional	TOTAL	TOTAL
	\$276	\$200	\$175	\$164	\$140	\$126	\$114	\$140	\$184	\$150	\$148	\$135	\$183	\$98	HOURS	Units	Personal	Survey	Expenses	EXPENSES	COST
Project Survey (P.N. 3-R-003-21)																					
Establish Control & Benchmarks											1		12		13	\$120.00		\$100.00		\$220.00	\$2,564.00
Pre-survey public notifications											3				3				\$50.00	\$50.00	\$494.00
Topographic Survey											0.5		64		65	\$120.00		\$250.00		\$370.00	\$12,156.00
Property Survey											6	20	24		50	\$120.00		\$100.00		\$220.00	\$8,200.00
Process Topo											1	26			27					\$0.00	\$3,658.00
Titlework (20 Parcels@\$250/Parcel)											1	1			2				\$5,000.00	\$5,000.00	\$5,283.00
Produce Legals and Tract Maps (20 Parcels)											8	48			56					\$0.00	\$7,664.00
UAV Aerial image (Survey Targets Only)													4		4				\$2,600.00	\$2,600.00	\$3,332.00
Utility Coordination												10			10			\$25.00		\$25.00	\$1,375.00
																	Project Survey (P.N. 3-R-003-21) Subtotal			\$8,485.00	\$44,726.00
Preliminary Plans (P.N. 3-R-003-21)																					
Project Management																					
Project start-up (Accounting/CAD workspace)					1		2								3					\$0.00	\$368.00
Internal kickoff meeting (1 meetings)		3		1	3		2				1	1			11					\$0.00	\$1,697.00
Internal progress meetings (every 2 weeks)		12		2	8		4				4	2			32					\$0.00	\$5,174.00
Internal progress meetings - monthly (watermain design team)		3			3						3				9					\$0.00	\$1,470.00
Progress meeting with City (2 overall meetings, 1 watermain meeting)		7			7						3				17		\$50.00		\$50.00	\$2,880.00	\$2,880.00
Coordinate for Geotech- 7 Cores and Depths (Geotechnology)					4		2								6				\$3,200.00	\$3,200.00	\$3,988.00
Site Visits (2)					4		4								8		\$50.00			\$50.00	\$1,066.00
General Project Coordination		2		2	2							2			8					\$0.00	\$1,278.00
Contract administration		4												6	10					\$0.00	\$1,388.00
Develop preliminary quantities and cost estimate		4			4		8								16					\$0.00	\$2,272.00
QA/QC		8	8	2	4		8								30					\$0.00	\$4,800.00
Submit preliminary plans for City review					1		2								3					\$0.00	\$368.00
Address City comments		1		2	4		8								15					\$0.00	\$2,000.00
																Preliminary Project Management				\$28,749.00	
Roadway Design																					
Establish design criteria/memorandum					2		2								4					\$0.00	\$508.00
Review topographic base map and existing ground surface					1		4								5					\$0.00	\$596.00
Establish horizontal alignments					2		3								5					\$0.00	\$622.00
Establish vertical alignments					4		10								14					\$0.00	\$1,700.00
Preliminary roadway/sidewalk geometric layout					2		20								22					\$0.00	\$2,560.00
Preliminary Corridor Model					8		40								48					\$0.00	\$5,680.00
Determine proposed right-of-way and easement locations and coordinate with surveyors					2		10								12					\$0.00	\$1,420.00
Review easment maps and descriptions with plans					2		4								6					\$0.00	\$736.00
Coordinate road improvements with water improvements					2		4								6					\$0.00	\$736.00
Title Sheet					1		4								5					\$0.00	\$596.00
Typical Sections					2		6								8					\$0.00	\$964.00
Plan and Profile Sheets (20 Scale - 10 sheets)					8		24								32					\$0.00	\$3,856.00
Storm Sewer Layout Sheets					8		24								32					\$0.00	\$3,856.00
Preliminary Cross Sections/model (25' interval)					4		24								28					\$0.00	\$3,296.00
																Preliminary Roadway Design				\$27,126.00	
H&H/Structural																					
Hydrology and Hydraulics with PCSWMM - Drainage Design				40			2								40					\$0.00	\$6,560.00
Hydrology and Hydraulics with PCSWMM - Drainage Design for RCB Sizing				32											32					\$0.00	\$5,600.00
Review and Incorporate adjacent project in model				8											8					\$0.00	\$1,312.00
Site Visit to verify model assumptions, inspect structures, establish repair quantities (3 people @ 4hrs each)		4		4	4										12		\$25.00		\$25.00	\$2,041.00	\$2,041.00
QA/QC of Hydrology and Hydraulics				6											6					\$0.00	\$984.00
Cost estimate of three alternatives		4			8										12					\$0.00	\$1,920.00
Draft alternatives summary memo to City		2		2	6										10					\$0.00	\$1,568.00
QA/QC of alternatives memo		2			2										4					\$0.00	\$680.00
Meet with City to discuss alternatives (3 people @ 2 hours each)		2		2	2										6					\$0.00	\$1,008.00
																Preliminary H&H/Structural				\$21,673.00	
Utility Coordination																					
Provide verification display to each utility owner for verification of existing utilities		2			8										10					\$0.00	\$1,520.00
Arrange and coordinate utility summit		3			6										9					\$0.00	\$1,440.00
Provide individual utilities with preliminary plans and coordinate conflicts/relocations		2			24										26					\$0.00	\$3,760.00
General coordination/clarifications with utilities					16										16					\$0.00	\$2,240.00
Create/Maintain Coordination Website					40										40					\$0.00	\$5,600.00
																Preliminary Utility Coordination				\$14,560.00	
Traffic Design																					
Pavement Marking / Signing Plans, Details, and Quantities			2		4		8								14					\$0.00	\$1,822.00
Lighting Plans, Details and Quantities		2			24										26					\$0.00	\$3,760.00
Traffic Control Plans & Detour Layouts, Details, and Quantities					8		8								16					\$0.00	\$2,032.00
																Preliminary Traffic Design				\$7,614.00	
Public Involvement																					
60% Plans Public Meeting Preperation (Cross Section.Plan View Displays)					2		8								10					\$0.00	\$1,192.00
Attend 60% Plans Public Meeting		4		4	4										12		\$25.00		\$25.00	\$2,041.00	\$2,041.00
Create displays for ROW agent meetings with property owners (2 properties)					1		2								3					\$0.00	\$368.00
Attend meetings with property owners (2 properties)		4			4										8					\$0.00	\$1,360.00
																Preliminary Public Involvement				\$4,961.00	
Watermain																					

CLASSIFICATION	PRI	ASC	Pr. Lead	Sr. AES	Pr. AES	Des. AES	St. AES	Sr. Tech	Sr. Sp.	Spec	SPLS	PLS	SP2	Admin.	TOTAL	GPS	Mileage	Mileage	Additional	TOTAL	TOTAL
	\$276	\$200	\$175	\$164	\$140	\$126	\$114	\$140	\$184	\$150	\$148	\$135	\$183	\$98	HOURS	Units	Personal	Survey	Expenses	EXPENSES	COST
Review water plan documents and GIS Data		1			4					6					11					\$0.00	\$1,660.00
Coordination with Surveyors					1					2					3					\$0.00	\$440.00
Develop Alternative Alignments and Construction Methods		4			8			2		40					54					\$0.00	\$8,200.00
Field Investigation					3					3					6		\$15.00			\$15.00	\$885.00
Meet with City to Review Conceptual Alignments and Construction Methods		3			3					3					9		\$15.00			\$15.00	\$1,485.00
Potholing by UtilaSafe for 1 day of work, coordinate, observe potholing and survey exposed utilities										8			4		12	\$120.00			\$1,400.00	\$1,520.00	\$3,452.00
Preliminary Water Plan & Profile Sheet for Utility Relocation (9 Sheets @ 20 Scale) 4050 LF +/-		4			24					60					88					\$0.00	\$13,160.00
Develop Connection Details					2					8					10					\$0.00	\$1,480.00
Develop Service Reconnection Table, Acquire Data From City					8										8					\$0.00	\$1,120.00
Prepare Preliminary Specifications Based on City Standard Specifications		1			8										9					\$0.00	\$1,320.00
Develop preliminary water quantities and cost estimate		1			4			2		4					11					\$0.00	\$1,640.00
QA/QC	1	4			4			2		4					15					\$0.00	\$2,516.00
Submit preliminary water plans and meet with City staff to review City comments		3			3					3					9		\$15.00			\$15.00	\$1,485.00
Preliminary Plan Field Walkthrough					3					3					6		\$15.00			\$15.00	\$885.00
Utility Coordination with Full Design Team					2					2					4					\$0.00	\$580.00
																Preliminary Watermain				\$40,308.00	
																		Preliminary Plans (P.N. 3-R-003-21) Subtotal		\$4,930.00	\$144,991.00

CLASSIFICATION	PRI	ASC	Pr. Lead	Sr. AES	Pr. AES	Des. AES	St. AES	Sr. Tech	Sr. Sp.	Spec	SPLS	PLS	SP2	Admin.	TOTAL	GPS	Mileage	Mileage	Additional	TOTAL	TOTAL	
	\$276	\$200	\$175	\$164	\$140	\$126	\$114	\$140	\$184	\$150	\$148	\$135	\$183	\$98	HOURS	Units	Personal	Survey	Expenses	EXPENSES	COST	
Final Plans (P.N. 3-R-003-21)																						
Project Management																						
Internal progress meetings (Every 2 weeks)		10		2	4		4					2			22					\$0.00	\$3,614.00	
Progress meeting with City (2 meetings)		4			4										8		\$50.00			\$50.00	\$1,410.00	
Site Visits (2)					4		4								8		\$50.00			\$50.00	\$1,066.00	
General Project Coordination		2		2	24							2			30					\$0.00	\$4,358.00	
Contract administration														6	6					\$0.00	\$588.00	
Develop final quantities and cost estimate		4			4		8								16					\$0.00	\$2,272.00	
QA/QC		4	4	2	4		8								22					\$0.00	\$3,300.00	
Submit final plans for City review					1		2								3					\$0.00	\$368.00	
Address City comments		1		2	4		8								15					\$0.00	\$2,000.00	
																Final Project Management				\$18,976.00		
Roadway Design																						
Design intersection horizontal and vertical geometry					2		8								10					\$0.00	\$1,192.00	
Final drainage design for enclosed storm sewer					2		8								10					\$0.00	\$1,192.00	
Final Corridor Modelling					4		20								24					\$0.00	\$2,840.00	
Finalize Title Sheet							2								2					\$0.00	\$228.00	
Finalize Typical Sections							2								2					\$0.00	\$228.00	
Develop General Notes Sheet					1		4								5					\$0.00	\$596.00	
Develop Quantity Sheet					2		8								10					\$0.00	\$1,192.00	
Develop Alignment Data and Coordinate Sheet					1		4								5					\$0.00	\$596.00	
Finalize Plan and Profile Sheets - (20 Scale - 10 sheets)					4		20								24					\$0.00	\$2,840.00	
Storm Sewer Plan and Profile Sheets					4		24								28					\$0.00	\$3,296.00	
Intersection Detail Sheets					2		8								10					\$0.00	\$1,192.00	
Standard Construction Details (CAD files provided by City)					2		8								10					\$0.00	\$1,192.00	
Erosion Control Plans					6		8								14					\$0.00	\$1,752.00	
Final Cross Sections (25' interval)					4		20								24					\$0.00	\$2,840.00	
																Final Roadway Design				\$21,176.00		
H&H/Structural																						
Hydrology and Hydraulics with PCSWMM				24											24					\$0.00	\$3,936.00	
Finalize sizing/spacing				4											4					\$0.00	\$656.00	
																Final H&H/Structural				\$4,592.00		
Utility Coordination																						
Conduct individual meetings with utilities for relocation efforts		3			6										9					\$0.00	\$1,440.00	
General coordination/clarifications with utilities					24										24					\$0.00	\$3,360.00	
Utility Sheets (plan sheets with information provided from utilities)					4		8								12					\$0.00	\$1,472.00	
Maintain Website					20										20					\$0.00	\$2,800.00	
																Final Utility Coordination				\$9,072.00		
Traffic Design																						
Pavement Marking / Signing Plans, Details, and Quantities			2		4		8								14					\$0.00	\$1,822.00	
Lighting Plans, Details and Quantities		2			20										22					\$0.00	\$3,200.00	
Traffic Control Plans & Detour Layouts, Details, and Quantities					8		16								24					\$0.00	\$2,944.00	
																Final Traffic Design				\$7,966.00		
Environmental Permitting																						
NPDES/SWPPP			8			16									24				\$60.00	\$60.00	\$3,476.00	
																Environmental Permitting				\$3,476.00		
Watermain																						
Revise plan based on City's comment and update opinion of costs		4			12					30					46					\$0.00	\$6,980.00	
Submit final plans to City		1			1					1					3					\$0.00	\$490.00	
Coordinate with GBA roadway group to include into the 2021 Local Street Reconstruction Project plans										4					4					\$0.00	\$600.00	
																Final Watermain				\$8,070.00		
																Final Plans (P.N. 3-R-003-21) Subtotal				\$160.00	\$73,328.00	
Post Design (P.N. 3-R-003-21)																						
Bidding																						
Prepare Contract Documents		1			9		20								30					\$0.00	\$3,740.00	
Answer bidding questions		3			6		4			2					15					\$0.00	\$2,196.00	
Submit Engineer's Estimate to Public Purchase					1		2								3					\$0.00	\$368.00	
																Bidding				\$6,304.00		
Public Involvement																						
Contractor Public Meeting Preperation					2		4								6					\$0.00	\$736.00	
Attend Final Plans Public Meeting		4		4	4										12		\$25.00			\$25.00	\$2,041.00	
																Bidding				\$2,777.00		
Construction																						
Review shop drawings (2 Reviews of Inlets, Pavement, and Watermain)		2	4		8	8									22					\$0.00	\$3,228.00	
Attend pre construction meeting		7			4										11		\$25.00			\$25.00	\$1,985.00	
Design clarifications/inquiries during construction		8			6	8				4					26		\$50.00			\$50.00	\$4,098.00	
																Construction				\$9,311.00		
																Post Design (P.N. 3-R-003-21) Subtotal				\$100.00	\$18,392.00	
																2021 Local Streets Design Services Grand Total				\$13,675.00	\$281,437.00	

EXHIBIT C
Fee & Rate Schedule

GEORGE BUTLER ASSOCIATES, INC.
ENGINEERS/ARCHITECTS
STANDARD HOURLY RATES – EFFECTIVE JULY 1, 2019

Employment Classification	Hourly Rate
Principal	\$ 276.00
Senior Associate	\$ 232.00
Director of AES	\$ 232.00
Associate	\$ 200.00
Senior Lead AES	\$ 200.00
Senior Specialist	\$ 184.00
Project Leader	\$ 175.00
Lead AES	\$ 175.00
Specialist	\$ 150.00
Senior AES	\$ 164.00
Senior Technician	\$ 140.00
Project AES	\$ 140.00
Project Technician	\$ 108.00
Design AES	\$ 126.00
Design Technician	\$ 92.00
Staff AES	\$ 114.00
Staff Technician	\$ 78.00
Senior Construction Inspector	\$ 135.00
Construction Inspector 4	\$ 115.00
Construction Inspector 3	\$ 105.00
Construction Inspector 2	\$ 98.00
Construction Inspector 1	\$ 88.00
Senior Field Technician	\$ 118.00
Field Technician 3	\$ 98.00
Field Technician 2	\$ 88.00
Field Technician 1	\$ 78.00
Senior Professional Land Surveyor	\$ 148.00
Professional Land Surveyor	\$ 135.00
Survey Technician 3	\$ 105.00
Survey Technician 2	\$ 78.00
Survey Technician 1	\$ 60.00
2-Man Survey Party	\$ 183.00

Employment Classification	Hourly Rate
Project Admin	\$ 98.00
Senior Administrative Assistant	\$ 98.00
Administrative Assistant	\$ 85.00
General Office 2	\$ 85.00
General Office 1	\$ 65.00

Equipment

(CAD and Total Station Survey Equipment expenses are included in the above hourly rates unless otherwise stipulated by contract.)

Real Time Kinematic Global Positioning System Equipment (RTK)	\$60.00 per hour
Nuclear Density/Soil Testing Equipment	\$50.00 per day
Traffic Counters	\$25.00 per day

Expenses

Reimbursable expenses (travel, vehicle mileage, vehicle rental, printing and plotting, meals, etc.) incurred will be charged at cost plus 10% to cover administrative overhead.

The following items will be charged as shown (effective February 1, 2020):

Company Pick-up Truck	\$0.575 per mile
Personal and Company Cars	\$0.575 per mile

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)
02/25/2020

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 1-866-574-6282 Holmes Murphy & Associates, LLC 1828 Walnut Sreet Suite 700 Kansas City, MO 64108		CONTACT NAME: Monica Wilks PHONE (A/C, No. Ext): 816 857-7820 FAX (A/C, No): 866 501-3940 E-MAIL ADDRESS: mwilks@holmesmurphy.com	
INSURED George Butler Associates, Inc. 9801 Renner Blvd. Lenexa, KS 66219		INSURER(S) AFFORDING COVERAGE INSURER A: XL SPECIALTY INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 37885	

COVERAGES

CERTIFICATE NUMBER: 58573223

REVISION NUMBER:

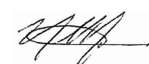
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			DPR9947841	09/15/19	09/15/20	Each Claim 5,000,000 Annl Aggr 10,000,000

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

Re: Stevenson Street Improvements, Sheridan Street to Cedar Street, Project No. 3-R-003-21

CERTIFICATE HOLDER

City of Olathe Austin Lamparter 100 E. Santa Fe P.O. Box 768 Olathe, KS 66051-0768 USA	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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ACORD 25 (2016/03)

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mwilksks
58573223



CERTIFICATE OF LIABILITY INSURANCE

9/15/2020

DATE (MM/DD/YYYY)

2/24/2020

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B : Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER C : Travelers Property Casualty Insurance Co</td> <td>36161</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Fire Insurance Company	19682	INSURER B : Hartford Casualty Insurance Company	29424	INSURER C : Travelers Property Casualty Insurance Co	36161	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Hartford Fire Insurance Company	19682														
INSURER B : Hartford Casualty Insurance Company	29424														
INSURER C : Travelers Property Casualty Insurance Co	36161														
INSURER D :															
INSURER E :															
INSURER F :															
INSURED 1402002 GEORGE BUTLER ASSOCIATES, INC. ATTN: SHAUN KOTWITZ 9801 RENNER BLVD. LENEXA KS 66219															

COVERAGES * **CERTIFICATE NUMBER:** 16605003 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	37UEAQI0398	9/15/2019	9/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	37UEAQI0525	9/15/2019	9/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	ZUP-51N20560-19-NF	9/15/2019	9/15/2020	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$ XXXXXXXX
B	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	37WEAQI0524	9/15/2019	9/15/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: STEVENSON STREET IMPROVEMENTS PROJECT, 3-R-003-21, SHERIDAN STREET TO CEDAR STREET. CITY OF OLATHE IS ADDITIONAL INSURED AS RESPECTS LIABILITY AND WHERE REQUIRED BY WRITTEN CONTRACT PER THE TERMS AND CONDITIONS OF THE POLICY. 30 DAY NOTICE OF CANCELLATION APPLIES.

CERTIFICATE HOLDER
CANCELLATION See Attachment

16605003
 CITY OF OLATHE
 ATTN: AUSTIN LAMPARTER
 100 E SANTE FE
 PO BOX 768
 OLATHE KS 66051-0768

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

Joseph M. Agnello

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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: 0607564

Entity Name: GEORGE BUTLER ASSOCIATES, INC.

Entity Type: DOM: FOR PROFIT CORPORATION

State of Organization: KS

Resident Agent: SHAUN M KOTWITZ

Registered Office: 9801 RENNER BOULEVARD, LENEXA, KS 66219

was filed in this office on October 29, 1979, and is in good standing, having fully complied with all requirements of this office.

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



In testimony whereof I execute this certificate and affix the seal of the Secretary of State of the state of Kansas on this day of February 11, 2020

SCOTT SCHWAB
SECRETARY OF STATE

Certificate ID: 1125926 - To verify the validity of this certificate please visit <https://www.kansas.gov/bess/flow/validate> and enter the certificate ID number.



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 3/17/2020

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger / Beth Wright

SUBJECT: Supplemental Agreement No. 4 with HNTB Corporation for design of the I-35 and 119th Street Interchange Improvements Project.

ITEM DESCRIPTION: Consideration of Supplemental Agreement No. 4 with HNTB Corporation for design of the I-35 and 119th Street Interchange Improvements Project, PN 3-C-026-16.

SUMMARY:

The I-35 & 119th Street interchange carries over 50,000 vehicles per day and is heavily congested in the AM and PM peak hour. This project will include the reconfiguration of the existing 119th Street bridge over I-35 from its current layout to a diverging diamond interchange (DDI). Also included in the project will be the construction of three through lanes from Renner Boulevard to Strang Line Road, the widening of the bridges over BNSF to accommodate the additional lanes, geometric improvements at Renner Boulevard and upgrades to the pedestrian facilities in the area.

The original agreement with HNTB Corporation was approved by City Council on September 6, 2016 and included concept engineering to evaluate interchange alternatives. From this evaluation, a diverging diamond and modifications to 119th Street were identified as the most cost effective, long term solution to traffic congestion in this area.

Prior Supplemental Agreements (SA) have been approved to prepare preliminary design plans (SA1), and to prepare 90% design plans and to provide assistance in preparing and submitting the BUILD Grant application (SA2). Supplemental Agreement No. 3 (SA3) was for additional survey work to incorporate improvements west of Renner Boulevard.

This Supplemental Agreement will provide design services to prepare final design plans for bidding the project and to provide assistance with the BUILD Grant Agreement. Also included in the Supplemental Agreement is design of bridge aesthetics, median landscaping, and additional design services to include improvements west of Renner Boulevard.

The total fee for the services provided in Supplemental Agreement No. 4 is \$656,553.00 This will raise the total fee for all services provided under the agreement from \$2,491,166.22 to \$3,147,719.22.

This project is currently in the final design and land acquisition phases with utility relocations tentatively scheduled to begin in Fall 2020. Construction of the project is scheduled to begin in 2021.

FINANCIAL IMPACT:

Funding for the I-35 & 119th Street Interchange Improvements Project includes:

MEETING DATE: 3/17/2020

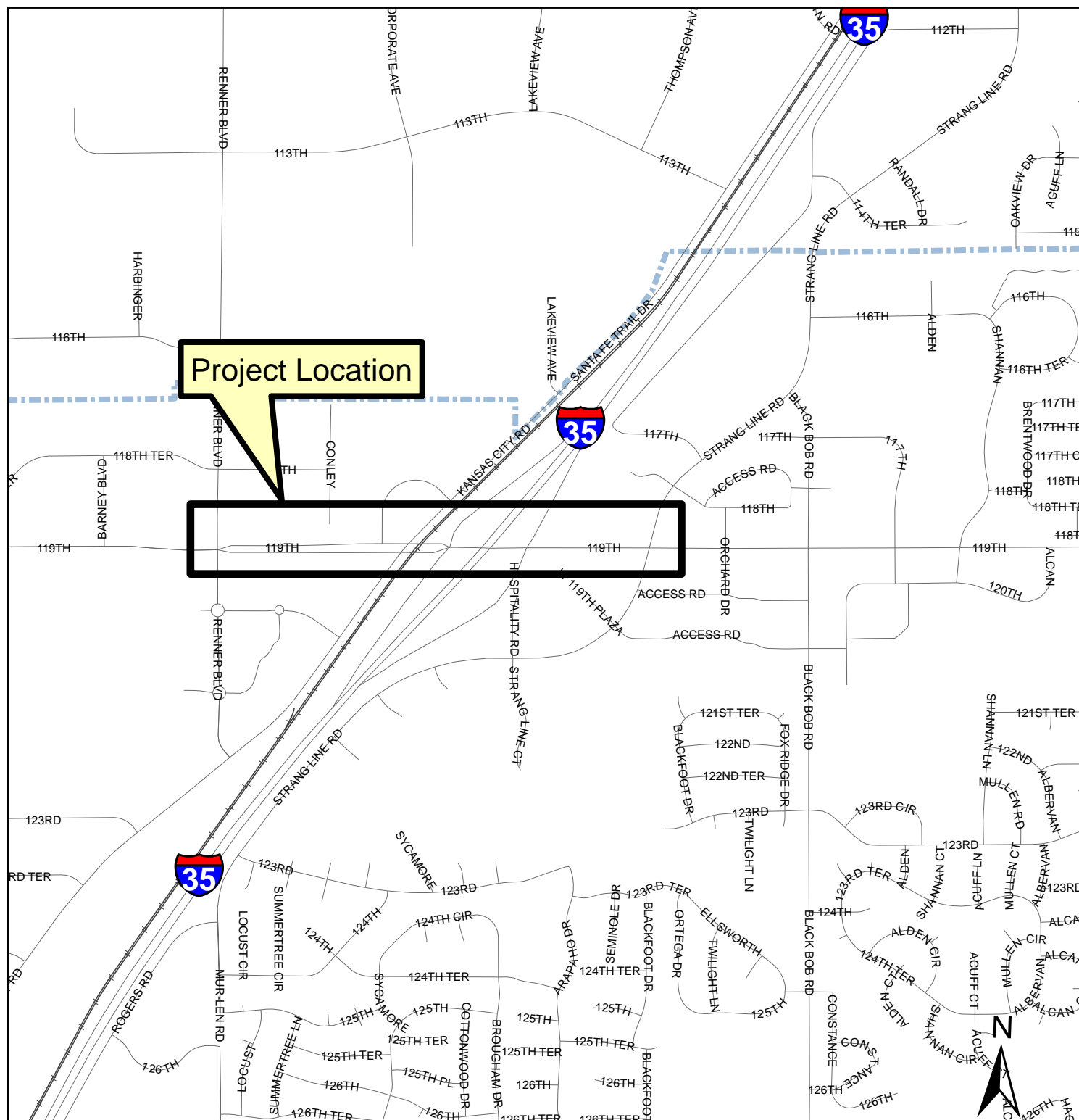
General Obligation Bonds	\$13,000,000
Kansas Department of Transportation	\$ 5,000,000
<u>BUILD Transportation Discretionary Grant</u>	<u>\$10,000,000</u>
Total	\$28,000,000

ACTION NEEDED: Approval of Supplemental Agreement No. 4 with HNTB Corporation for design of the I-35 and 119th Street Interchange Improvements Project, PN 3-C-026-16.

ATTACHMENT(S):

- A. Project Location Map
- B. Project Fact Sheet
- C. Supplemental Agreement No.4

Interstate 35 and 119th Street Interchange Reconfiguration Project PN 3-C-026-16 Project Location Map





Project Fact Sheet
Interstate 35 and 119th Street Interchange
Reconfiguration Project
3-C-026-16
March 17, 2020

Project Manager: Beth Wright / Therese Vink

Description: This project will include the re-configuration of the I-35 and 119th Street interchange to a diverging diamond interchange and the widening of, and associated improvements to, 119th Street between Renner Road and Strang Line Road. These improvements will include multi-modal improvements to accommodate pedestrian traffic and widening of the existing bridge over the BNSF railroad.

Justification: This project is needed to address the additional capacity needs in the area.

Comments: This project has been awarded \$10,000,000 in BUILD Grant funding along with \$5,000,000 in KDOT funding for construction in 2021/2022.

Schedule:	Item	Date
Design:	RFQ	05/13/2016
	Consultant Selection	09/06/2016
	BUILD Grant Application	07/2019
Land Acquisition		Summer 2020 - Tentative
Utility Relocation		Fall/Winter 2020 – Tentative
Construction	Bid Award	Winter 2020 - Tentative
	Completion	Spring 2022 - Tentative
Council Actions:	Date	Amount
Approved in CIP	2019-2023	\$1,500,000
Report on the Prelim Eng.	03/15/2016	N/A
Project Authorization	04/05/2016	\$1,500,000
PSA with HNTB	09/06/2016	\$561,100
Supp. No 1 with HNTB	01/09/2018	\$903,475
Project Authorization	11/06/2018	\$3,250,000
Supp. No 2 with HNTB	11/06/2018	\$997,200
Project Authorization	06/18/2019	\$28,000,000
Aesthetics Presentation	02/18/2020	N/A
Land Acquisition	03/17/2020	\$278,094
Supp. No. 4 with HNTB	03/17/2020	\$656,553
Construction Phasing Presentation	04/07/2020	N/A
Land Acquisition		
Utility Relocation and Reimbursement Agreements		
KDOT Agreement		
BUILD Grant Agreement		
Accept Bid/Award Contract		
Funding Sources:	Amount	CIP Year
GO Bonds	\$13,000,000	2022
KDOT	\$ 5,000,000	2021

BUILD Grant	\$10,000,000	2021/2022
Expenditures:	Budget	Amount to Date
Staff	\$ 335,000	\$ 35,905
Design	\$ 3,100,000	\$2,118,065
Utilities	\$ 600,000	\$ 0
Land Acquisition	\$ 4,400,000	\$ 0
Construction	\$17,265,000	\$ 0
Construction Inspection	\$ 800,000	\$ 0
Other Project Costs	\$ 200,000	\$ 10,044
<u>Contingency</u>	<u>\$ 1,300,000</u>	<u>\$ 0</u>
Total	\$28,000,000	\$2,164,014

**SUPPLEMENTAL AGREEMENT NO. 4
FOR PROFESSIONAL SERVICES
City of Olathe, Kansas**

This Supplemental Agreement made this _____ day of _____, 2020, by and between the City of Olathe, hereinafter referred to as the "City", and HNTB Corporation, hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, the City and Consultant have previously entered into an Agreement, dated September 20, 2016 ("the Agreement"), to furnish Professional Services for

Project No. 3-C-026-16, I-35 & 119th Street Interchange Project,

hereinafter referred to as the "Project"; and

WHEREAS, Section II.B.2 of the Agreement provides that Consultant shall provide, with City's concurrence, services in addition to those listed in the Professional Services Agreement, when such services are requested or authorized in writing by the City.

WHEREAS, this Supplemental Agreement No. 4 between the parties heretofore is to provide additional Professional Services in the way of **Additional Final Design Services** (HNTB Project Number 64686-DS-001) for the Project as outlined in **Exhibit A** of this Supplemental Agreement No. 4, attached hereto and incorporated herein by reference; and

WHEREAS, the City is desirous of entering into Supplemental Agreement No. 4 to pay the Consultant for additional services rendered to the City related to the Project; and

WHEREAS, the City is authorized and empowered to contract with the Consultant for the necessary additional professional services under the Agreement, and necessary funds for the payment of said services related to the Project are available and authorized under the Agreement.

NOW THEREFORE, the parties hereby agree as follows:

- A. The total fee for the aforementioned additional professional services provided pursuant to this Supplemental Agreement No. 4 is \$656,553.00 which raises the total fee for all services provided under the Agreement from \$2,491,166.22 to \$3,147,719.22.
- B. The HNTB Schedule of Rates in Exhibit C of the Agreement is hereby amended as outlined in **Exhibit B** of this Supplemental Agreement No. 4.
- C. That project completion date in Section II.D. of the Agreement is hereby

amended as follows:

- All work must be completed on or before December 31, 2020.

D. That Section III of the Agreement is hereby amended to include the professional services as outlined in the proposal attached hereto as Exhibit A and made a part thereof.

IN ALL OTHER RESPECTS, the terms and conditions of the Agreement shall remain in full force and effect, except as specifically modified by this Supplemental Agreement No. 4, including all policies of insurance which shall cover the work authorized by this Supplemental Agreement No. 4.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement No. 4 to be executed as of the day and year first above written.

CITY OF OLATHE, KANSAS

By: _____
Michael E. Copeland, Mayor

ATTEST:

City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney/Deputy City Attorney/Assistant City Attorney

HNTB Corporation

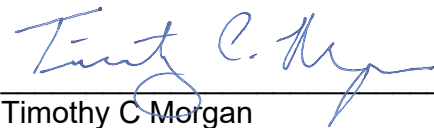
By:  _____
Timothy C Morgan
Vice President

Exhibit A - Additional Final Design Scope of Services

The original agreement with HNTB provided for a Concept Study to develop the recommended improvements for the I-35 & 119th Street Interchange design. The concept study concluded with direction to move forward with the preferred alternative Diverging Diamond Interchange (DDI). Generally, this alternative provides for three through lanes in each direction on 119th Street from Renner to Strang Line and added auxiliary lanes at the interchange while modifying the 119th Street bridges over I-35 and widening the bridges over the BNSF Railway. Supplemental Agreement No. 1 (SA1) was for preliminary design services to move forward with the Diverging Diamond Interchange (DDI) at I-35 and 119th Street and associated improvements on 119th Street from just west of Renner Road east to Strang Line Road. Supplemental Agreement No. 2 (SA2) with HNTB was for design services to take the design to an Office Check (~90% level). Additionally, SA2 provided for assistance in preparing and submitting a 2019 BUILD Transportation Discretionary Grant, in conjunction with the City of Olathe and KDOT. The project team was notified in November 2019 that they were awarded a \$10 million BUILD Grant. Supplemental Agreement No. 3 (SA3) with HNTB was for additional survey by Wilson and Company incorporating additional improvements at the 119th and Renner intersection, west of Renner to Winchester Street. SA3 also includes re-survey of the I-35 and 119th Street interchange ramps to incorporate the 2019 KDOT overlay project and additional topo survey east of Strang Line for proposed interchange sign structures.

This Supplemental Agreement No. 4 with HNTB is for additional design services to take the design to bidding plans. This supplemental incorporates bridge and landscaping aesthetics including subcontracting with Zahner Companies for design-assist of the bridge aesthetic fins to be attached to the external barriers of the I-35 bridges. Additional design is included for aesthetic lighting for the I-35 bridges. The supplemental includes design of median landscaping for the medians only on 119th Street from Renner to Strang Line. Additionally, this scope of services provides for additional services to incorporate additional design updates for the I-35 and 119th interchange ramps to account for the 2019 KDOT overlay project, incorporate additional design to accommodate the Olathe Gateway (MaeGrace) Development in the southwest quadrant of 119th and Renner, Johnson County Wastewater improvements and Olathe Water improvements.

Supplemental Agreement No. 4 assumes assistance in preparing, reviewing, and updating the 2019 BUILD Grant agreement. This does not include any services related to the 2019 BUILD Grant during and/or post construction and this may be negotiated as a supplemental agreement. Additional assistance is provided to prepare bidding specifications and contract documents to incorporate an A + B procurement strategy. Bidding Services assume that the project will be bid through the City of Olathe with electronic (pdf) plan set and contract documents for use in electronic bidding via www.publicpurchase.com.

HNTB's detailed scope of services is attached. No construction phase engineering services, or construction inspection are included in this scope of services but will be negotiated as a supplemental agreement.

Assumptions

For the purposes of developing this scope and fee supplemental, the following assumptions have been made:

- a. **Project Limits** - Permanent improvements to 119th Street will be limited to ~5300' from ~1640' west of Renner Road to the west curb returns of Strang Line Road. Permanent improvements on each of the four ramps will extend as needed to allow the vertical grades to tie back into existing and add turn lanes. Widening is planned for the 119th Street bridges over the BNSF Railway but only modifications are required for the bridges over I-35. No improvements are planned for I-35 through the project area with this supplement.
- b. **Utility Coordination** - Additional utility coordination services are outlined in the attached scope of services to assist the City of Olathe through utility relocations anticipated December 2020.
- c. **Permits/Environmental** - It is assumed there is no need for a U.S. Army Corps of Engineers (USACE) 404 permit or a Kansas Department of Agriculture (KDA) permit. The permitting/environmental services are limited to preparation of the NPDES Notice of Intent (NOI) permit.
- d. **Waterline Design** - It is assumed there will be ~1,000 feet of waterline replacement along 119th Street. It is assumed all waterline requiring replacement is owned by Olathe Water.
- e. **Sanitary Sewer Design** - It is assumed that approximately 650 feet and 3 manholes of sanitary sewer will require relocation. It is assumed all sanitary sewer is owned by Johnson County Wastewater. Any other sanitary work is limited to top elevation adjustments.
- f. **Storm Sewer Design** - Capacity of downstream storm sewer systems will not be evaluated as runoff is not expected to increase significantly. Only the proposed storm improvements that correspond with the widening of 119th Street west of Winchester will be analyzed; the 86" CMP that drains from south to north west of Winchester will not be evaluated.
- g. **Erosion Control** - All erosion and sediment control will follow KDOT standards and specifications. Erosion control plans will be developed in the PS&E Design phase, but it is assumed the phasing of the erosion control will be limited due to the anticipated construction phasing of the project. The KDOT consent decree does not apply to BLP.
- h. **Bridges** - The previous supplemental was based on previous DDI geometry and did not reflect the current proposed aesthetic improvements. Revised bridge geometry requires a change to the design and details of the girders, deck, substructure and concrete safety barriers. While the proposed girders and substructure will be designed in accordance AASHTO Standard Specifications to match the existing bridge, the proposed barriers and new widened/replaced bridge deck will be updated to meet AASHTO LRFD requirements. The aesthetic improvements include aesthetic fins to be attached to the barriers of the I-35 bridges which will require on-going coordination including up to 3 coordination meetings with Zahner to develop loads, geometry and details. The existing girders and proposed bridge deck will be evaluated for this aesthetic loading. A non-linear handrail and BNSF protection fence will be developed to be used adjacent to sidewalks and over BNSF right of way.
- i. **BNSF Railroad Coordination** - Olathe will administer any BNSF related agreements and lead coordination. One additional meeting is provided with this supplemental.
- j. **Public Involvement/Stakeholder Engagement** - One additional Olathe City Council presentation and one overall public informational meeting are assumed with this

- supplemental.
- k. **Traffic Engineering** - additional scope is provided to address anticipated KDOT Traffic Engineering comments and update the plans for Office Check plans. No additional changes are expected after Office Check.
 - l. **Traffic Management Plan (TMP)** - additional scope is provided to address anticipated KDOT Traffic Engineering comments and update the plans for Office Check plans. No additional changes are expected after Office Check.
 - m. **Aesthetics/Landscaping** -Aesthetics and landscaping supplemental design for both the aesthetic fins and lighting to be attached to the barriers of the I-35 bridges, a non-linear handrail and BNSF protection fence, and median landscaping for the medians only on 119th Street from Renner to Strang Line. PS&E and bidding plans for the preferred alternative are included in this supplemental.
 - n. **Pavement Marking/Signing** - It is assumed KDOT is providing structural design for all guide signs.
 - o. **Traffic Signals/Street Lighting/Fiber/ITS** -additional services are outlined in the attached scope of services.

Construction Phase Services - No construction phase engineering services, or construction inspection are included in this scope of services but will be negotiated as a supplemental agreement.

Deliverables

The following Deliverables will be developed and conducted throughout Final Design:

- Traffic Management Plan (TMP) Final Document
- Plans, Specifications, and Estimate (PS&E)
- Bidding Plans, Specifications, and Estimate

Schedule

It is assumed that additional design services will continue through December 2020, culminating with anticipated bidding and award of the project for construction in December 2020.

- Assumed Notice to Proceed (NTP) - March 17, 2020
- Office Check Plans - June 12, 2020 (revised date from SA 2)
- Traffic Management Plan (TMP) Final Document - June 12, 2020
- Plans, Specifications, and Estimate (PS&E) - August 14, 2020
- Assumed BUILD Grant Agreement Approval - September 4, 2020
- Bidding Plans, Specifications, and Estimate (PS&E) - September 25, 2020
- Assumed Advertisement - September 30, 2020
- Assumed Contractor Bid Opening - November 13, 2020
- Assumed Construction Start - January 5, 2021

EXHIBIT A - SA 4 - Additional Final Design Scope of Services - 3-C-026-16

I-35 & 119th Street Interchange - Additional Final Design - SA 4 2/26/2020		Project Manager	Senior Technical Advisor	Senior Engineer	Engineer	Technician	Total	Total Costs
Item of Work		\$240	\$210	\$170	\$115	\$140		
1.0 Additional Final Design								
1.1	I-35 and 119th KDOT Ramp Overlay Design Updates							
1.1.1	Coordinate with KDOT and process additional survey to update existing surface for 4 interchange ramps and tie-ins to 119th Street	4			4	4	12	\$ 1,980
1.1.2	Update Typical Sections per final KDOT pavement recommendations for interchange ramps			1	8	12	21	\$ 2,770
1.1.3	Update vertical alignments, superelevation transitions, plan, profile, intersection detail and superelevation plans sheets to accommodate ramp overlays		2	16	48	8	74	\$ 9,780
1.1.4	Update proposed surface model and roadway cross sections for 4 interchange ramps		1	8	32	2	43	\$ 5,530
	I-35 and 119th KDOT Ramp Overlay Design Updates	4	3	25	92	26	150	\$ 20,060
1.2	Olathe Gateway (MaeGrace) Development Coordination and Design Updates							
1.2.1	City/Developer coordination and concept exhibit to confirm limits of improvements	8			8	4	20	\$ 3,400
1.2.2	Create and Update typical sections and determine horizontal geometry for 119th WB Right turn lane at Renner Road and Renner Road SB Right turn lane at 119th Street including lane width, tapers, storage length, sidewalk, and tie-ins.			2	8	4	14	\$ 1,820
1.2.3	Create and Update curb profile and curb profiles sheets for widening of 119th WB Right turn lane at Renner Road and Renner Road SB Right turn lane at 119th Street	1		2	8	2	13	\$ 1,780
1.2.4	Create and Update surface model/cross sections every 25 feet for 119th WB Right turn lane at Renner Road and Renner Road SB Right turn lane at 119th Street			2	12	2	16	\$ 2,000
1.2.5	Create and Update plan sheets (plan scale 1"=20') for widening of 119th WB Right turn lane at Renner Road and Renner Road SB Right turn lane at 119th Street (assumes 3 new plan sheets and revisions to 4 plan sheets)			8	16	8	32	\$ 4,320
1.2.6	Update intersection detail sheets for 119th Street and Renner Road Intersection			4	24	4	32	\$ 4,000
1.2.7	119th and Renner storm drainage updates due to added WB and SB right turn lanes (redraw drainage areas, perform storm sewer pipe calculations, update pipe profiles and construct notes on plan sheets, update drainage area map)	2		20	40	12	74	\$ 10,160
1.2.8	Olathe Gateway storm drainage design (review as-builts, determine drainage areas, space curb inlets, lay out pipe network/outlets/tie-ins, perform storm sewer pipe calculations, develop pipe profiles, assess utility impacts, incorporate construct notes into roadway plan sheets, update drainage area map)	2			16		26	\$ 3,560
1.2.9	Prepare and Update Traffic Signal Modification Plan (119th Street and Barney Blvd.)			8		4	12	\$ 1,920
1.2.10	Additional Fiber Optic Interconnect Layout west of Renner Road to Barney Blvd. and on Renner Road north of 119th			8		2	10	\$ 1,640
1.2.11	Create and Update pavement marking, signing and traffic control sheets/notes			2	8	4	14	\$ 1,820
	Olathe Gateway (MaeGrace) Development Coordination and Design Updates	13		60	140	50	263	\$ 36,420
1.3	PS&E Plans Roadway Design and Plan Development							
1.3.1	Address Office Check comments	4		16	40	8	68	\$ 9,400
1.3.2	Update plans, proposed surface model and roadway cross sections based on ROW Acquisition comments or Utility Relocation changes	4		8	16	4	32	\$ 4,720
1.3.3	Create and update exhibits for design and coordination meetings between Office Check and Bidding (Assume 3 meetings)	2		8		16	26	\$ 4,080
1.3.4	Prepare deliverables for PS&E plan submittal	2		8		16	26	\$ 4,080
1.3.5	Update roadway summaries of quantities, recapitulation of quantities per Office Check comments			8	16		24	\$ 3,200
1.3.6	Update construction cost estimate per Office Check Comments		4		8		12	\$ 1,760
	PS&E Plans Roadway Design and Plan Development	12	4	48	80	44	188	\$ 27,240
1.4	PS&E Plans Drainage and Erosion Control Design							
	Drainage							
1.4.1	Address Office Check comments and update for PS&E plans	1		4	8	6	19	\$ 2,680
1.4.2	Make final updates/revisions to drainage plan and profile sheets			4	8	8	20	\$ 2,720
1.4.3	Assemble, update and finalize City/other standard and special details to include in plans				2	4	6	\$ 790
1.4.4	Update and finalize storm sewer calculation table				4	4	8	\$ 1,020
1.4.5	Update drainage quantity tables			4	8	2	14	\$ 1,880
1.4.6	Plan consistency check (plans, pipe profiles, DA map)			2	4		6	\$ 800
	Erosion Control							\$ -
1.4.7	Finalize phased erosion and sediment control design (includes additional for Olathe Gateway Development)			8	16	8	32	\$ 4,320
1.4.8	Update erosion and sediment control quantities and cost estimate			2	4	1	7	\$ 940
1.4.9	Finalize erosion and sediment control details				2	2	4	\$ 510
	PS&E Plans Drainage and Erosion Control Design	1		24	56	35	116	\$ 15,660
1.5	Johnson County Wastewater (JCW) Design and Plan Development							
1.5.1	Meetings / Coordination (client & owner)	2		2			4	\$ 820
1.5.2	Cover Sheet			2	4	8	14	\$ 1,920
1.5.3	Plan & Profile Sheets	2		6	8	16	32	\$ 4,660
1.5.4	Standard Details				2	2	4	\$ 510
1.5.5	Quantities and Cost Estimate	2		2	4		8	\$ 1,280
	Johnson County Wastewater (JCW) Design and Plan Development	6		12	18	26	62	\$ 9,190
1.6	Olathe Water Design and Plan Development							
1.6.1	Meetings / Coordination (client & owner)	2		2			4	\$ 820
1.6.2	Horizontal and Vertical design of 119th 24" main relocation along south side of 119th due to road and storm updates at Olathe Gateway Development (assumes 265 linear feet)			2	8		10	\$ 1,260
1.6.3	Horizontal and Vertical design of 8" and 16" mains relocation along north side of 119th just east of Renner and at conflicts east of I-35 along 119th Street (assumes 750 linear feet and only one fire hydrant relocation)			4	16		20	\$ 2,520
1.6.4	Office Check Water Line Plan and Profile Sheets (plan scale 1"=20') (Assumes 3 sheets)			2	16	16	34	\$ 4,420
1.6.5	Waterline Connection Details (assumes 3)	1		4	4	8	17	\$ 2,500
1.6.6	Address Office Check Waterline comments and update plan, profile, and connection details for PS&E Submittal	1			4	8	13	\$ 1,820
1.6.7	Assemble, update and finalize Olathe Standard Waterline Detail sheets for Office Check and PS&E submittals				2	2	4	\$ 510
1.6.8	Olathe Water Quantities and Cost Estimate for Office Check and PS&E Submittals	2		2	4		8	\$ 1,280
	Olathe Water Design and Plan Development	6		16	54	34	110	\$ 15,130
1.7	PS&E Plans Bridge and Wall Final Design and Aesthetics							
	119th Street over I-35 (EB & WB Detailed Separately)							
1.7.1.1	Deck Design & Detailing for Aesthetic and LRFD Loading			14	18		32	\$ 4,450
1.7.1.2	Girder Elevations Due to Aesthetic Loading			6	10	8	24	\$ 3,290
1.7.1.3	Aesthetic Specifications and Aesthetic Attachment Details	12		30	48	60	150	\$ 21,900
1.7.1.4	Median Barrier Capacity Check (KDOT Direction)			24	36		60	\$ 8,220
	119th Street over I-35 (EB & WB Detailed Separately)	12		74	112	68	266	\$ 37,860
	119th Street over BNSF & Old Kansas City Road (EB & WB Detailed Separately)							
1.7.2.1	Abutment Widening Design and Details (4 Unique Locations)			20	40	50	110	\$ 15,000
1.7.2.2	Handrail Details (Developing Special Details and Design)			16	30	40	86	\$ 11,770
1.7.2.3	Superstructure & Substructure Redesign (Geometry Change)			100	130		230	\$ 31,950
	119th Street over BNSF & Old Kansas City Road (EB & WB Detailed Separately)			136	200	90	426	\$ 58,720
1.7.3	General Details							
1.7.3.1	Non-Standard CSB & Transition Details (5 Sheets)			16	36	40	92	\$ 12,460
1.7.3.2	Addressing Office Check Comments	4		16	20	32	72	\$ 10,460
	General Details	4		32	56	72	164	\$ 22,920

EXHIBIT A - SA 4 - Additional Final Design Scope of Services - 3-C-026-16

I-35 & 119th Street Interchange - Additional Final Design - SA 4 2/26/2020		Project Manager	Senior Technical Advisor	Senior Engineer	Engineer	Technician	Total	Total Costs
Item of Work		\$240	\$210	\$170	\$115	\$140		
1.7.4	Bridge Aesthetics Zahner Design-Assist							
1.7.4.1	Develop and provide structural design parameters, fin geometry, and loading criteria for development of project specific fins		16	16			32	\$ 6,080
1.7.4.2	Additional City, KDOT & Aesthetic (Zahner) Meetings (assumes 3 people for 4 meetings)		12	36			48	\$ 8,640
1.7.4.3	Coordination with Zahner through Design Assist (assumes 10 months Design-Assist)		10	10			20	\$ 3,800
1.7.4.4	Address Comments through PS&E and Final Check		16	24		24	64	\$ 10,800
	Bridge Aesthetics Zahner Design-Assist		54	86		24	164	\$ 29,320
	PS&E Plans Bridge and Wall Final Design and Aesthetics	16	54	328	368	254	1020	\$ 148,820
1.8	PS&E and Bidding Plans Corridor Aesthetics/Landscape Design							
1.8.1	Assist City in preparing KDOT Non-Highway Use of Right-of-Way Permit application package including exhibits showing existing and proposed aesthetics within KDOT "zone of influence"	2		8	16	8	34	\$ 4,800
1.8.2	Address comments and finalize KDOT Non-Highway Use of ROW Permit package	2		4	8	4	18	\$ 2,640
1.8.3	Final Landscape Plan Sheets (9)		2			42	44	\$ 6,300
1.8.4	Final Brick Layout Sheets (9)		2			32	34	\$ 4,900
1.8.5	Final Brick Details Sheet (1)		1			24	25	\$ 3,570
1.8.6	Final Landscape Details and Schedule Sheets (2)		1			8	9	\$ 1,330
1.8.7	Final Specifications for Landscape and Brick Pavers		2			10	12	\$ 1,820
1.8.8	Final Cost Estimate		1			4	5	\$ 770
	PS&E and Bidding Plans Corridor Aesthetics/Landscape Design	4	9	12	24	132	181	\$ 26,130
1.9	PS&E and Bidding Plans Traffic Engineering							
1.9.1	Address Traffic Engineering Comments		8	16			24	\$ 4,400
1.9.2	Update signing details, standards, and quantities and signing quantity tables (includes post type, size, and length determination)			4	24	4	32	\$ 4,000
1.9.3	Update pavement marking quantities and pavement marking quantity tables			4	12	4	20	\$ 2,620
1.9.4	Update traffic control plans to address Traffic Engineering comments (includes consideration for impacts of I-35 bridge demo)		2	4	24	16	46	\$ 6,100
1.9.5	Update traffic detour plans for proposed closures		1	2	8	8	19	\$ 2,590
1.9.6	Update traffic control detail sheets, standards, and quantities		1	4	24	2	31	\$ 3,930
1.9.7	Update and Finalize TMP based on Traffic Engineering Comments		8	24		8	40	\$ 6,880
	PS&E and Bidding Plans Traffic Engineering		20	58	92	42	212	\$ 30,520
1.10	PS&E and Bidding Plans Lighting, Signals, Fiber, and ITS							
1.10.1	Address Office Check Comments and make final updates for PS&E and bid plans	8		24			32	\$ 6,000
1.10.2	Lighting Layout Plans Modifications on Renner Road north of 119th Street			4		2	6	\$ 960
1.10.3	Prepare and Update Traffic Signal Modification Plan (119th Street and Strang Line Road)			16		4	20	\$ 3,280
1.10.4	Aesthetic Lighting for I-35 bridges							\$ -
1.10.4.1	a. Lighting System Design & Plan Production		4	40		16	60	\$ 9,880
1.10.4.2	b. Special Details		4	40		16	60	\$ 9,880
1.10.4.3	c. Lighting Controls for Color Changing		4	16		8	28	\$ 4,680
1.10.4.4	d. Specs and/or Special Provisions		8	16			24	\$ 4,400
1.10.4.5	e. Meetings		2	6			8	\$ 1,440
1.10.4.6	f. Quantities and Cost Estimates			8			8	\$ 1,360
1.10.4.7	g. QC		12				12	\$ 2,520
1.10.5	ITS - Coordinate on new power service location			2			2	\$ 340
1.10.6	ITS - Relocate power supply and routing for new service feed		1	4		6	11	\$ 1,730
1.10.7	ITS - Voltage drop calculations and wire sizing		1	2			3	\$ 550
1.10.8	ITS - Develop quantities			2			2	\$ 340
1.10.9	ITS - Develop cost estimate		1	2			3	\$ 550
1.10.10	Update Quantities and Cost Estimates for Lighting, Signal, Fiber Interconnect, and ITS			16			16	\$ 2,720
1.10.11	QA/QC of PS&E Lighting, Signal, Fiber Interconnect, and ITS Design	8					8	\$ 1,920
	PS&E and Bidding Plans Lighting, Signals, Fiber, and ITS	16	37	198		52	303	\$ 52,550
1.11	PS&E and Bidding Specifications and Contract Documents							
1.11.1	Prepare draft contract specifications (City of Olathe to provide base document) document preparation including KDOT special provisions (assumes Olathe has base and reference to KDOT specifications as needed)			48	40		88	\$ 12,760
1.11.2	Identify desired schedule outcomes and develop an A + B procurement strategy that focuses selection of the best value proposer on those outcomes.	40		40			80	\$ 16,400
1.11.3	Evaluate construction schedule alternatives and road user costs to establish specific scoring/evaluation criteria.	20		20			40	\$ 8,200
1.11.4	Develop a project procurement special provision that outlines the procurement process and defines the proposal submittal requirements and evaluation criteria.	8		8			16	\$ 3,280
1.11.5	Prepare for and participate in a project pre-bid meeting to provide an overview of the procurement process to prospective bidders.	16		16			32	\$ 6,560
1.11.6	Support the City in the evaluation and selection of the best value proposer.	16		16			32	\$ 6,560
	PS&E and Bidding Specifications and Contract Documents	100		148	40		288	\$ 53,760
1.12	Additional Utility Coordination							
1.12.1	Update and maintain preliminary Utility Master Plans (relocation scheme) and schedule through Utility Relocations (assumed through December 2020)		24			24	48	\$ 8,400
1.12.2	Assess utilities and potential conflicts based on additional 119th and Renner turn lanes design and currently planned utility relocations. Merge utility impacts with overall project coordination.		4			4	8	\$ 1,400
1.12.3	Coordinate proposed joint trench with K&W (assumes 2 additional meetings through utility relocations)	2	4		4	16	26	\$ 4,020
1.12.4	Create joint trench profile and add to roadway cross sections to aid in identifying conflicts with underground design elements (storm, sanitary, grading)		2		16	4	22	\$ 2,820
1.12.5	General correspondence with utility companies and documenting discussions, meetings, issues, and resolutions		16			16	32	\$ 5,600
1.12.6	Develop Project-Wide Status of Utilities Report (assumes creation at PS&E Plans with updated included in Bidding Services)	1	8			8	17	\$ 3,040
1.12.7	Respond to RFIs during relocation construction & General Correspondence		27			8	35	\$ 6,790
	Additional Utility Coordination	3	85		20	80	188	\$ 32,070
1.13	Quality Assurance							
1.13.1	Senior technical review of PS&E Plans	24	32				56	\$ 12,480
1.13.2	Senior technical review of Bidding Plans	8	8				16	\$ 3,600
	Quality Assurance	32	40				72	\$ 16,080

I-35 & 119th Street Interchange - Additional Final Design - SA 4		Project Manager	Senior Technical Advisor	Senior Engineer	Engineer	Technician	Total	Total Costs
2/26/2020								
Item of Work		\$240	\$210	\$170	\$115	\$140		
1.14	Public Involvement/Stakeholder Engagement							
1.14.1	Prepare for and attend 1 presentations to Olathe City Council regarding the project. Includes PowerPoint and other exhibits as needed to supplement the presentations.	8		8		4	20	\$ 3,840
1.14.2	Plan and organize logistics for 1 public informational meeting including meeting notices, display boards, comment forms, sign in sheets, and public comment summarization.	8	8	8		4	28	\$ 5,520
Public Involvement/Stakeholder Engagement		16	8	16		8	48	\$ 9,360
1.15	Meetings/Administration							
1.15.1	Update and maintain a detailed design schedule and submit a copy to the City	4		16			20	\$ 3,680
1.15.2	PS&E Plans Review Meeting	8		8			16	\$ 3,280
1.15.3	Railroad Coordination (Assumes one meeting between Office Check and PS&E)	8		8			16	\$ 3,280
1.15.4	Zahner Design-Assist Subcontracting (assumes subcontracting and 3 meetings)	12		12		8	32	\$ 6,040
1.15.5	Ongoing communication with City of Olathe, KDOT and task leads (assumes 10 months from March 2020 through December 2020). Assumes meeting and preparing notes and action items	20		20			40	\$ 8,200
1.15.6	Monthly project review meetings, budget set-up and tracking, scheduling, and invoice preparation (assumes 10 months from March 2020 through December 2020)	10		10		10	30	\$ 5,500
Meetings/Administration		62		74		18	154	\$ 29,980
1.16	2019 Build Grant Agreement Assistance							
1.16.1	Grant Agreement Template Assistance							
1.16.1.1	Prepare and participate in BUILD Grant Kick-Off and update project schedule to complete BUILD Grant Agreement	8	8				16	\$ 3,600
1.16.1.2	Review draft agreement template and assist City of Olathe with comment resolution	16	16				32	\$ 7,200
1.16.1.3	Prepare and participate in BUILD agreement template review with FHWA Division, KDOT, and Olathe (assumes 4 meetings through FHWA Grant Agreement Approval)	32	32				64	\$ 14,400
2019 Build Grant Agreement Assistance		56	56				112	\$ 25,200
1.17	Bidding Services							
	Bidding Plan Updates and Specs							
1.17.1	Updates per PS&E review plan comments, right-of-way acquisitions, and utility relocations	4		8	16	16	44	\$ 6,400
1.17.2	Updates for City/KDOT standard details and project specific details	2			4	4	10	\$ 1,500
1.17.3	Update construction quantities and cost estimate	2		2	4	8	16	\$ 2,400
1.17.4	Update contract specifications and contract documents per PS&E comments and per refinements to A+B special provisions	24		24			48	\$ 9,840
1.17.5	Prepare deliverables for Bidding submittal	2		2	4	4	12	\$ 1,840
	Final Permitting							
1.17.6	Confirm and update KDHE NPDES NOI Permit Package			4	12		16	\$ 2,060
1.17.7	Prepare draft Stormwater Pollution Prevention Plan (SWPPP) for Contractor		1	2	6		9	\$ 1,240
	Bidding							
1.17.8	Provide City with electronic (pdf) plan set and contract documents for use in electronic bidding via www.publicpurchase.com	2		2			4	\$ 820
1.17.9	Provide consultation/answer questions during bidding process	4		8	4		16	\$ 2,780
1.17.10	Arrange for, attend, and prepare meeting minutes for Pre-Bid Conference	6		6			12	\$ 2,460
1.17.11	Prepare written addenda to bidding documents as required or requested. Assumes only minor plan or specification revisions.	2		8	8	4	22	\$ 3,320
1.17.12	Assist City in analyzing bids and making recommendation for award of construction contract	2		4	2		8	\$ 1,390
Bidding Services		50	1	70	60	36	217	\$ 36,050
Total		397	317	1089	1044	837	3684	\$ 584,220
Fee Summary								
Labor:		Project Manager @ \$240/hour 95,280 Senior Technical Advisor @ \$210/hour 66,570 Senior Engineer @ \$170/hour 185,130 Engineer @ \$115/hour 120,060 Technician @ \$140/hour 117,180						
Additional Final Design Estimated Labor Costs:		\$ 584,220.00						
Expenses:		Printing/Plotting/Travel = 1,500 Bridge Aesthetics Design Assist (Zahner)= 70,833						
Total Expense =		\$ 72,333.00						
Total Supplemental Agreement No. 4 =		\$ 656,553.00						
Original Contract =		\$ 561,100.00						
SA No. 1 =		\$ 903,475.00						
SA No. 2 =		\$ 997,200.00						
SA No. 3 =		\$ 29,391.22						
Revised Upper Limit =		\$ 3,147,719.22						

Exhibit A

Scope of Services, Compensation, and Schedule

Scope of Service is based on the information presented by HNTB, including the 3D model “119th-I-35_HNTB_jkm” as well as meetings and discussions on the scope. Fin system shall be designed at a minimum in accordance with AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaries, and Traffic Signals, Sixth Edition 2013. HNTB will assist, as needed, with interpreting the AASHTO criteria for design and loading of the fin system.

The Design Assist Scope of Service under this Agreement consist of the following:

1. 4-6 Design Development meetings with the design team to refine the concepts that have been presented have been planned for. We will further the development of the CloudWall geometry, fin spacing, depth, and other variables that affect the design intent and cost.
2. Preliminary details will be developed to fully describe the system. Details will be provided to the design team to support a CD level release. A professional engineer will be engaged to review member sizing and connections, but stamped drawings and calculations are not provided until the construction phase.
3. Embeds for the concrete connection at the barrier will be specified and a quantity provided during the design assist phase. The embed will be a standard part. Embed maps will be produced at the construction phase.
4. Revised budgets for the construction phase will be presented at the halfway point of the design assist. A full proposal for the supply of the scope will be presented at the conclusion of the design assist.
5. A full-scale mockup will be presented at our Kansas City facility. The mockup is to consist of 4 fins. All parts to be made from aluminum and have a high-performance paint coating applied.

Table 1: Payment Schedule.

Services	Description of Service	Duration	Total Contracted Fee
Design Assist Task 1	Initial Design Development Meeting and Kickoff	Within 1 week of Notice to Proceed (NTP)	\$ 15,000.00 HNTB will invoice City of Olathe for pre-payment on March 3, 2020 and will pay Zahner upon receipt of payment from City of Olathe.
Design Assist Task 2	Preliminary System Details, Initial Loads and Reactions to structure	4 weeks after Kickoff Meeting	\$ 20,000.00
Design Assist Task 3	Pricing Iteration 1. Mockup Area Selection	4 weeks after acceptance of task 2 deliverables	\$ 10,000.00
Design Assist Task 4	Embed product specification. Final Fin Parameters and Panel Options, Final Loads and Reactions	6 weeks after feedback on pricing iteration 1 and additional design parameters	\$ 15,000.00
Design Assist Task 5	Final Pricing and Mockup Review (At the Owner's discretion)	6 weeks after design task	\$ 10,833.00
		Total Design Assist Not to Exceed Amount	\$ 70,833.00

All work shall be completed by December 31, 2020.

EXHIBIT B
Fee & Rate Schedule

I-35 & 119th Street Interchange
Additional Final Design Services
HNTB Schedule of Rates

Rates are effective for services from
January 1, 2020 through December 31, 2020

<u>Position Classification</u>	<u>Hourly Billing Rate</u>
Group Director	\$ 300.00
Department Manager	\$ 240.00
Section Manager	\$ 195.00
Senior Project Manager	\$ 250.00
Project Manager II	\$ 205.00
Project Manager I	\$ 175.00
Senior Technical Advisor	\$ 210.00
Senior Project Engineer/Senior Squad Leader	\$ 170.00
Project Engineer/Squad Leader	\$ 145.00
Engineer III	\$ 125.00
Engineer II	\$ 115.00
Engineer I	\$ 105.00
Engineer	\$ 95.00
*Engineer Intern	\$ 80.00
*Senior Technician	\$ 140.00
*Technician III	\$ 110.00
*Technician II	\$ 90.00
*Technician I	\$ 75.00
Senior Administrative Assistant	\$ 85.00
Administrative Assistant	\$ 70.00
Office Business Manager	\$ 160.00
Project Analyst	\$ 125.00
Senior Field Representative	\$ 135.00
Field Representative	\$ 120.00
*Inspector II	\$ 90.00
*Inspector I	\$ 75.00
Public Involvement Manager	\$ 160.00

* For any nonexempt personnel in positions marked with an asterick(*), overtime will be billed at 1.5 times the hourly labor billing rates shown.



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 3/17/2020

DEPARTMENT: Information Technology

STAFF CONTACT: Mike Sirna/Amy Tharnish

SUBJECT: Consideration of renewal of contract to Denovo, for JD Edwards EnterpriseOne Hosting and CNC Managed Services.

ITEM DESCRIPTION:

Consideration of renewal of contract to Denovo, for JD Edwards EnterpriseOne Hosting and CNC Managed Services.

SUMMARY:

The City currently uses Denovo for JD Edwards EnterpriseOne Hosting and CNC Managed Services.

The service, for a fixed price, provides unlimited 24/7 supports and manages the technical environment to ensure that the system is performing optimally, available and secure. Routine maintenance tasks to maintain system integrity and deploy new capabilities are scheduled and performed after hours and on weekends to avoid conflicts with system availability and business needs. The service is essential for supporting one of the City's critical systems as it requires highly specialized technical skills. The contract also includes hourly rates for services for development, database, and functional resources to be used as needed.

The City initially awarded to Denovo in 2017 through the request for proposal (RFP) process. Denovo offered this renewal at no price increase. Staff recommends a one-year renewal with Denovo through April 15, 2021.

The City spent approximately \$218,283.53 with Denovo in 2019 and anticipates similar spending in 2020.

No Olathe vendors can provide these services.

FINANCIAL IMPACT:

Estimated expenditures \$220,000. Funding will come from the Information Technology Department operating budget.

ACTION NEEDED:

Renewal of contract with Denovo for Hosting and Managed Services.

ATTACHMENT(S):

None



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 3/17/2020

DEPARTMENT: Resource Management

STAFF CONTACT: Michael Meadors/Erin Vader/Amy Tharnish

SUBJECT: Acceptance of bid and consideration of award of contract to Custom Cut Metals for custom manufactured lattices, brackets, and fasteners for trellises for the new Indian Creek Library Park.

ITEM DESCRIPTION:

Acceptance of bid and consideration of award of contract to Custom Cut Metals for custom manufactured lattices, brackets, and fasteners for trellises for the new Indian Creek Library Park.

SUMMARY:

Two (2) trellises are included in the master plan at Indian Creek Library Park to create ambiance and shade for park users. The metal lattices, brackets, and fasteners will be required in order for the parks construction team to build the trellises. Custom Cut Metals is the only metal fabricator in this area who can produce the pieces needed in a timely manner to keep construction on schedule for a May/June park opening.

Staff recommends award of contract to Custom Cut Metals for custom manufactured lattices, brackets, and fasteners for trellises.

A request for proposal was posted on January 21, 2020 but there were no responders. Eighty-two (82) companies were notified, seven (7) were Olathe vendors. No Olathe vendors responded because they could not provide the services being requested. Custom Cut Metals attempted to respond but was unable to post to the online system. Staff reviewed Custom Cut Metals manual submittal and recommends award of the contract.

FINANCIAL IMPACT:

Estimated expenditure of \$70,800 to be funded from Park Sales Tax.

ACTION NEEDED:

Award of contract to Custom Cut Metals.

ATTACHMENT(S):

- A. Competition Exception Report
- B. Quote



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: 3-10-20

Department Contact: Lisa Donnelly

E1 Doc No.: _____

Total Cost: \$70,800.00

COMMODITY/SERVICE DESCRIPTION:

Fabrication of lattices, brackets, and fasteners for trellises at Indian Creek Library Park.

CER/SOLE SOURCE JUSTIFICATION:

Custom Cut Metals is the only local metal fabricator who can produce the lattices, brackets, and fasteners needed for the two (2) trellises at Indian Creek Library Park and provide the pieces in a timely manner to keep construction on schedule for a May/June park opening.

A Request for Proposals was posted on Public Purchase for this work on January 21, 2020 and open for 3 weeks, but there were no responders. Custom Cut Metals attempted to respond, but was unable to work through the online 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.

Custom Cut Metals, Inc.

Quote

2214 Front St.
Kansas City, KS 66101

DATE	Quote #
2/24/2020	5086

BILL TO
City of Olathe Parks and Public Grounds 400 N 7 Hwy Olathe, KS 66061

SHIP TO
Library 16100 W 135th St Olathe, KS

P.O. NO.	TERMS	PROJECT
	Net 30	

DESCRIPTION	QTY	RATE	AMOUNT
Aluminum Trellis Fabrication; alum tube frame and lattice; connecting brackets and hardware	1	54,000.00	54,000.00T
Powder Coating; sand blasting and clear powdercoat finish of above items (unable to guarantee for 5 years, but certainly expected to last that long)	1	16,000.00	16,000.00T
Delivery to powdercoater, then to jobsite	1	800.00	800.00T
Lattice pannels to be fabricated out of 3/8" x 2" bar stock; then welded to partial subframe tubing, which will then be field installed to 6 column pannel frames using 3" welded angle w/ alligned holes in adjoining column frames. Powdercoaters would not guarantee 5 years. We will get samples for approval of sandblasted/ clear coat before proceeding. Lead time to acquire material, fabricate and powdercoat approx. 7 to 9 weeks from approval of project.			
Custom Cut Metals is committed to the success of this projetct and will work closely with architects and engineers when needed. Sales Tax , this job is non taxable, cert on file		0.00	0.00

Thank for allowing us to quote your business.



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 3/17/2020

DEPARTMENT: Resource Management

STAFF CONTACT: Mike Butaud/Amy Tharnish

SUBJECT: Acceptance of bids and consideration of award of contracts to Roberts Chevrolet Buick and Shawnee Mission Ford for the purchase and replacement of vehicles for the Police Department.

ITEM DESCRIPTION: Acceptance of bids and consideration of award of contracts to Roberts Chevrolet Buick and Shawnee Mission Ford for the purchase and replacement of vehicles for the Police Department.

SUMMARY:

On October 22nd, 2019 thirteen (13) bids were received for the purchase of vehicles for the City's fleet. Clay County, Missouri acted as Lead Agency for a Kansas City area metro-wide cooperative vehicle bid that included the City and thirty-five (35) other agencies.

Items #1 - #4: Four (4) Ford Explorer SUV's. These are new to the Fleet and will be used by the Police Department for new positions approved for COPS grant.

Items #5 - #7: Three (3) Ford Explorer SUV's. These are new to the Fleet and will be used by the Police Department for new positions approved for School Resource Officers.

Items #8 - #11: Four (4) Ford Explorer SUV. These are replacements and will be used by Police for Patrol Vehicles.

Items #12 - #17: Six (6) Chevrolet Tahoe SUV's. These are replacements and will be used by Police for Patrol Vehicles.

Of the seventeen (17) vehicles being purchased ten (10) are replacements and seven (7) are new to the Fleet including four (4) new vehicles for additional positions through COPS grant and three (3) additional SRO positions approved as part of the 2020 budget.

The replacement vehicles are being replaced as a part of the regular vehicle replacement process and are fully amortized. The vehicles have paid \$557,067.16 through lease fees into the VERF. VERF fund balance will cover the additional \$56,525.48.

FINANCIAL IMPACT:

\$613,592.64. Funding will come from the Vehicle Equipment Replacement Fund.

ACTION NEEDED:

Award of contact to Roberts Chevrolet Buick and Shawnee Mission Ford for the purchase of vehicles for the 2020 fleet for the Police Department.

ATTACHMENT(S):

- A. Bid Tabulation
 - B. Vehicle Replacement Summary
-

					Shawnee Mission Ford Shawnee, KS		Olathe Ford Olathe, KS		Roberts Chevrolet Buick Platte City, MO	
Item	Description	Requisition Number	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Ford Police Interceptor Utility AWD	16232	4	each	\$34,691.64	\$138,766.56	\$35,815.00	\$143,260.00	NO BID	
2	Ford Police Interceptor Utility AWD	16233	3	each	\$34,691.64	\$104,074.92	\$35,815.00	\$107,445.00	NO BID	
3	Ford Police Interceptor Utility AWD	16234	2	each	\$34,691.64	\$69,383.28	\$35,815.00	\$71,630.00	NO BID	
4	Ford Police Interceptor Utility AWD	16235	1	each	\$34,691.64	\$34,691.64	\$35,815.00	\$35,815.00	NO BID	
5	Ford Police Interceptor Utility AWD	16236	1	each	\$34,691.64	\$34,691.64	\$35,815.00	\$35,815.00	NO BID	
6	Chevrolet Tahoe PPV 4x4	16230	6	each	NO BID		NO BID		\$38,664.10	\$231,984.60

Recommended Award

Item No.	Award To	Description	Department/Division	Unit Price	Unit Number Being Replaced	Year/Make/Model of Vehicle Being Replaced	Mileage	Requisition Number
1	Shawnee Mission Ford	Ford Police Interceptor SUV with options	Police	\$34,691.64	New			16232
2	Shawnee Mission Ford	Ford Police Interceptor SUV with options	Police	\$34,691.64	New			16232
3	Shawnee Mission Ford	Ford Police Interceptor SUV with options	Police	\$34,691.64	New			16232
4	Shawnee Mission Ford	Ford Police Interceptor SUV with options	Police	\$34,691.64	New			16232
5	Shawnee Mission Ford	Ford Police Interceptor SUV with options	Police	\$34,691.64	New			16233
6	Shawnee Mission Ford	Ford Police Interceptor SUV with options	Police	\$34,691.64	New			16233
7	Shawnee Mission Ford	Ford Police Interceptor SUV with options	Police	\$34,691.64	New			16233
8	Shawnee Mission Ford	Ford Police Interceptor SUV with options	Police	\$34,691.64	2050947	2016 FORD INTERCEPTOR SUV	99,602	16234
9	Shawnee Mission Ford	Ford Police Interceptor SUV with options	Police	\$34,691.64	2050948	2001 FORD INTERCEPTOR SUV	99,393	16235
10	Shawnee Mission Ford	Ford Police Interceptor SUV with options	Police	\$34,691.64	2010945	2016 FORD INTERCEPTOR SUV	75,266	16236
11	Shawnee Mission Ford	Ford Police Interceptor SUV with options	Police	\$34,691.64	2010962	2011 SEDAN, FORD CRN VIC, BLK/WHT	71,039	16230
12	Roberts Chevrolet Buick	Full Size SUV with options	Police	\$38,664.10	2050062	2015 TAHOE, CHEVROLET 4X4	89,670	16230
13	Roberts Chevrolet Buick	Full Size SUV with options	Police	\$38,664.10	2050065	2016 TAHOE, CHEVROLET 4X4	90,039	16230
14	Roberts Chevrolet Buick	Full Size SUV with options	Police	\$38,664.10	2050923	2015 UTILITY, FORD EXPLORER, BLACK	101,668	16230
15	Roberts Chevrolet Buick	Full Size SUV with options	Police	\$38,664.10	2050945	2009 SEDAN, FORD CRN VIC, BLACK	81,971	16230
16	Roberts Chevrolet Buick	Full Size SUV with options	Police	\$38,664.10	2050946	2016 FORD INTERCEPTOR SUV	63,447	16230
17	Roberts Chevrolet Buick	Full Size SUV with options	Police	\$38,664.10	2050901	2014 FORD INTERCEPTOR SUV	67,263	16230

\$613,592.64



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 3/17/2020

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger / Beth Wright

SUBJECT: Authorization of the 135th Street and Pflumm Road Geometric Improvements Project, PN 3-C-110-20.

ITEM DESCRIPTION:

Consideration of Resolution 20-1026 authorizing the 135th Street and Pflumm Road Geometric Improvements Project, PN 3-C-110-20.

SUMMARY:

This project is needed to improve capacity, reduce delays and increase safety at the intersection. This project will include dual left turn lanes for all directions of traffic and right turn lanes for three of four directions; westbound traffic has an existing right turn lane. Additional improvements include filling gaps in the sidewalk along 135th Street which will improve safety and connectivity with California Trails Middle School. This is a joint project with the City of Overland Park that will be administered by the City of Olathe.

48 accidents occurred at this intersection between 2017 and 2019 resulting in a crash rate of 11.66 crashes per 10 million vehicles entering the intersection (10-12 is average). Average daily traffic volume at the intersection is 37,600 vehicles. The addition of the turn lanes will reduce intersection delay by approximately 14.8 hours per day, primarily in the PM peak hour (reduction of 4.6 hours for eastbound traffic and 8.2 hours for southbound traffic). Improved travel time and reduced congestion is consistently identified as a top priority in the Direction Finder's Survey.

The estimated cost for these improvements is \$3,870,000. This includes preliminary and final design, utility relocations, land acquisition, staff time, inspection and construction.

The project has been awarded federal Congestion Mitigation and Air Quality (CMAQ) program funds, through the Mid-America Regional Council's (MARC) competitive funding process, in the amount of \$1,200,000 for construction of the project. CMAQ funds are only awarded to transportation projects that improve air quality. Overland Park will be responsible for 40% of the cost to design, administer and construct the project. Overland Park will be responsible for acquisition of land within their city limits for the project and the estimated cost to do so is not included in the proposed project budget.

This project is tentatively scheduled for design in 2020, land acquisition in 2020/2021, utility relocations in 2021, and construction in 2022.

FINANCIAL IMPACT:

Project funding for 135th Street and Pflumm Road Geometric Improvements Project includes:

MEETING DATE: 3/17/2020

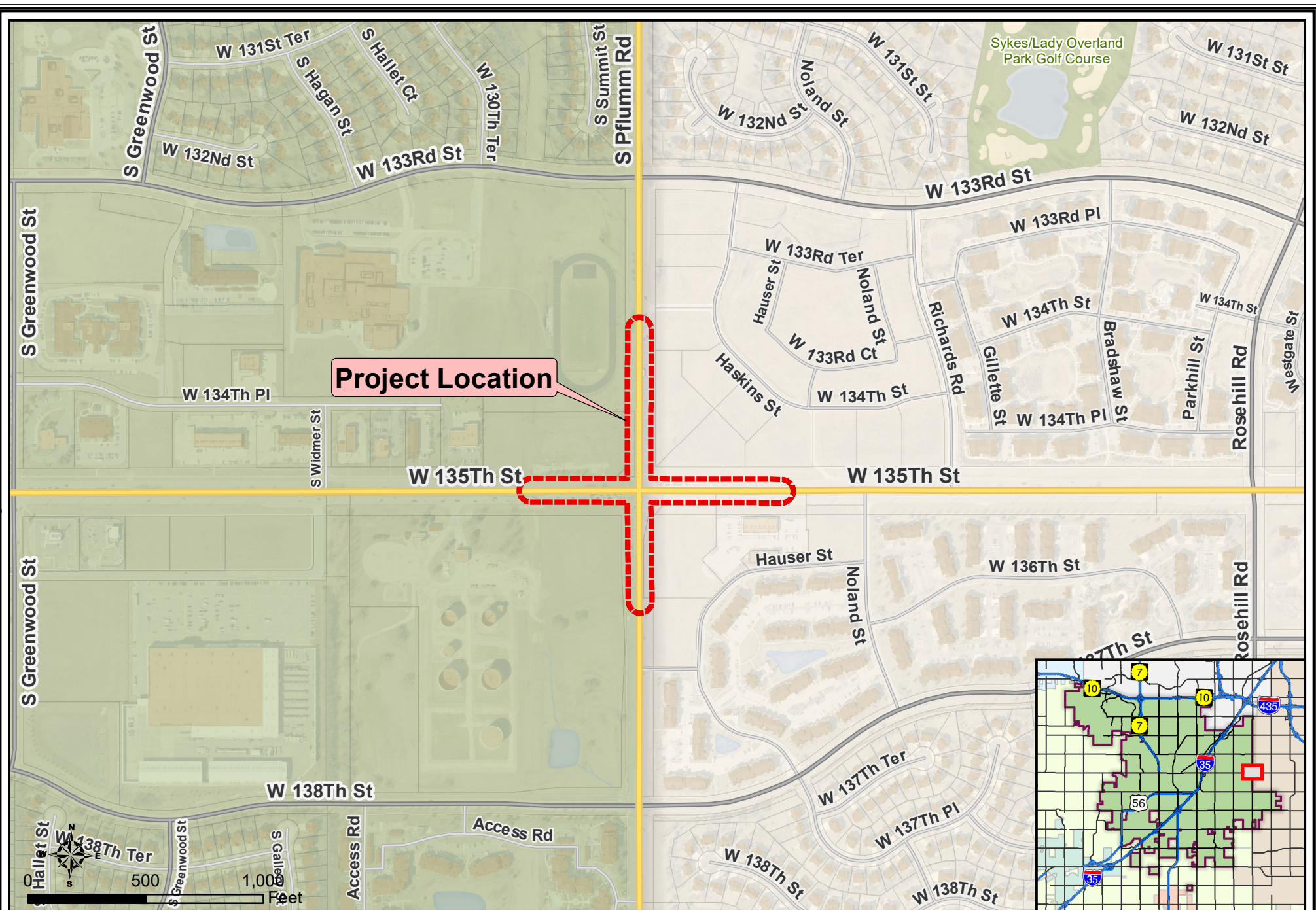
Federal CMAQ Funds	\$1,200,000
Overland Park	\$ 844,000
<u>GO Bonds</u>	<u>\$1,826,000</u>
Total	\$3,870,000

ACTION NEEDED:

Approval of Resolution 20-1026 authorizing the 135th Street and Pflumm Road Geometric Improvements Project, PN 3-C-110-20.

ATTACHMENT(S):

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



135th Street and Pflumm Road Geometric Improvements
3-C-110-20
Project Location Map



User: jaredmd
 Date: 01/31/2020





Project Fact Sheet
135th Street and Pflumm Road
Geometric Improvements
3-C-110-20
March 17, 2020

Project Manager: Beth Wright / Scott Ward

Description: This project will include dual left turn lanes for all directions of traffic and right turn lanes for three of four directions; westbound traffic has an existing right turn lane. Additional improvements include filling gaps in the sidewalk along 135th Street which will improve safety and connectivity with California Trails Middle School.

Justification: This project will improve capacity, reduce delays and increase safety at the intersection.

Comments: This project has received Congestion Mitigation Air Quality funds from MARC which will provide \$1,200,000 for construction. This is also a joint project with the City of Overland Park. They will be responsible for 40% of the design, utility relocation, staff time, inspection and construction costs.

Schedule:	Item	Date
Design:	RFQ	09/27/2019
	Consultant Selection	03/17/2020
Land Acquisition:		Fall 2020 – estimate
Utility Relocation:		Summer 2021 – estimate
Construction:	Bid Award	Spring 2022 – estimate
	Completion	Fall 2022 – estimate
Council Actions:	Date	Amount
Approved in CIP	2019-2023	\$2,445,000
Funding Application (MARC - CMAQ)	03/20/2018	\$1,200,000
Project Authorization Report	03/03/2020	N/A
Project Authorization	03/17/2020	\$3,870,000
Professional Service Agreement	03/17/2020	\$353,800
Interlocal Agreement		
Land Acquisition		
Utility Relocation and Reimbursement Agreements		
Accept Bid/Award Contract		
Funding Sources:	Amount	CIP Year
Federal (CMAQ)	\$1,200,000	2022
City of Overland Park	\$ 844,000	2022
GO Bonds	\$1,826,000	2023

Expenditures:	Budget	Amount to Date
Design	\$ 360,000	\$0
Land Acquisition	\$ 160,000	\$0
Staff	\$ 75,000	\$0
Inspection	\$ 75,000	\$0
Utilities	\$ 300,000	\$0
Construction	\$2,500,000	\$0
<u>Contingency</u>	<u>\$ 400,000</u>	<u>\$0</u>
Total	\$3,870,000	\$0

RESOLUTION NO. 20-1026**A RESOLUTION AUTHORIZING THE 135th STREET AND PFLUMM ROAD GEOMETRIC IMPROVEMENTS PROJECT, PN 3-C-110-20.**

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, 135th Street and Pflumm Road in the City have 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 geometric improvements to 135th Street and Pflumm Road in the City.

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

SECTION ONE: Pursuant to the Act, the Governing Body hereby authorizes the 135th Street and Pflumm Road Geometric Improvements Project (the "Project"). Said Project includes dual left turn lanes for all directions of traffic and right turn lanes for three of four directions; westbound traffic has an existing right turn lane. Improvements include new traffic signals, new streetlights, on-street bike lanes, and sidewalks.

SECTION TWO: The cost of the Project shall not exceed \$3,870,000, exclusive of issuance and interest costs for temporary financing. The funds to pay for the Project shall come from the following source:

CMAQ Funding	\$1,200,000
Overland Park	\$ 844,000
General Obligation Bonds	<u>\$1,826,000</u>
TOTAL	\$3,870,000

Included in the Project costs are staff time, survey, design, land acquisition, utility coordination and relocation, construction, construction inspection 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 \$1,826,000 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 17th day of March 2020.

SIGNED by the Mayor this 17th day of March 2020.

Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 3/17/2020

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger / Beth Wright

SUBJECT: Contract with Alfred Benesch & Company for design of the 135th Street and Pflumm Road Geometric Improvements Project, PN 3-C-110-20.

ITEM DESCRIPTION:

Consideration of a Professional Services Agreement with Alfred Benesch & Company for design of the 135th Street and Pflumm Road Geometric Improvements Project, PN 3-C-110-20.

SUMMARY:

This project is needed to improve capacity, reduce delays and increase safety at the intersection. This project will include dual left turn lanes for all directions of traffic and right turn lanes for three of four directions; westbound traffic has an existing right turn lane. Additional improvements include filling gaps in the sidewalk along 135th Street which will improve safety and connectivity with California Trails Middle School. This is a joint project with the City of Overland Park that will be administered by the City of Olathe.

On September 27, 2019, the City advertised a Request for Qualifications (RFQ) for engineering companies to provide design services for this project. Eleven (11) firms responded to the RFQ. After reviewing all proposals, the selection committee chose Alfred Benesch & Company as the most qualified firm.

The \$353,800 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:

Project funding for 135th Street and Pflumm Road Geometric Improvements Project includes:

Federal CMAQ Funds	\$1,200,000
Overland Park	\$ 844,000
<u>GO Bonds</u>	<u>\$1,826,000</u>
Total	\$3,870,000

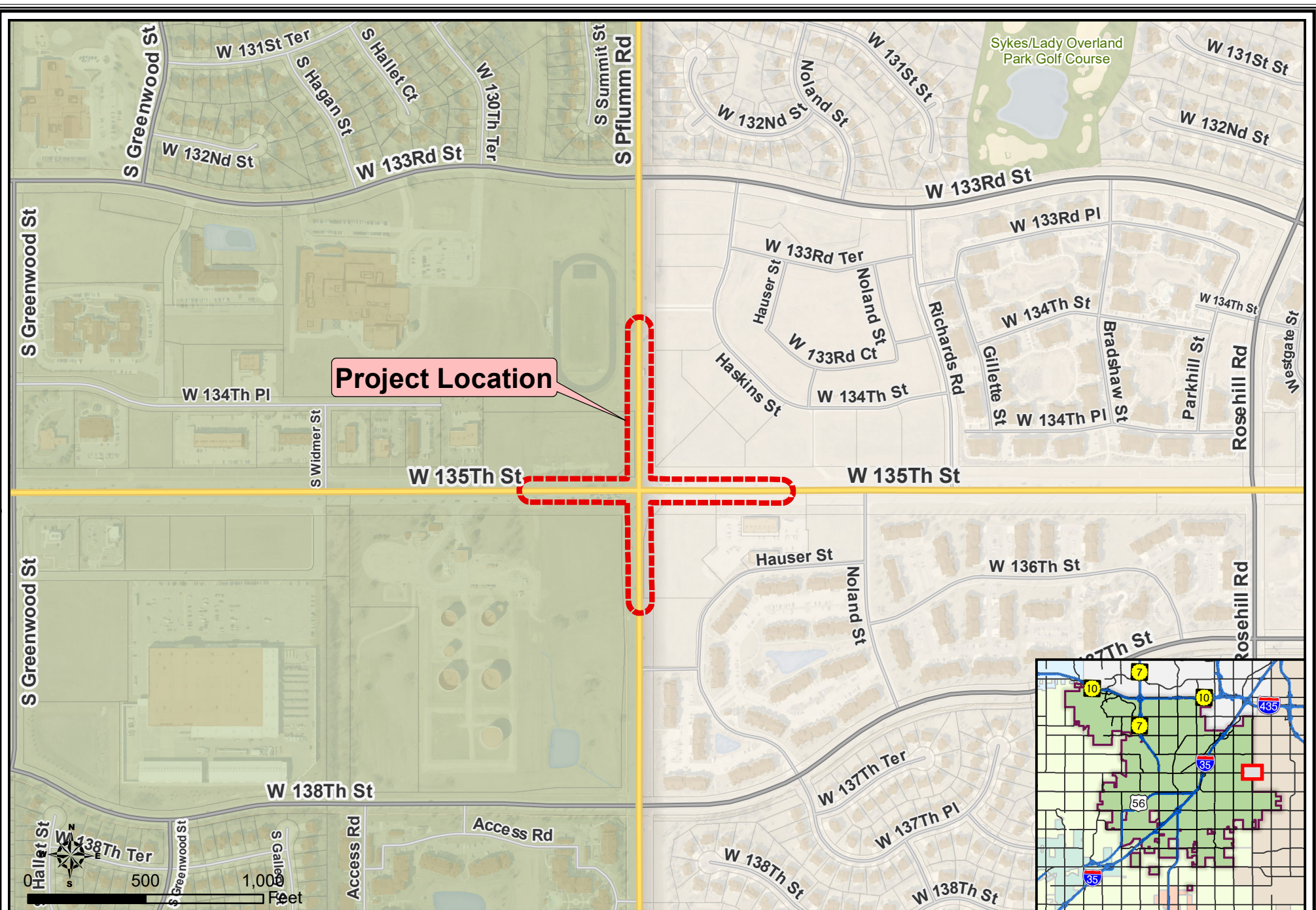
MEETING DATE: 3/17/2020

ACTION NEEDED:

Approval of a Professional Services Agreement with Alfred Benesch & Company for design of the 135th Street and Pflumm Road Geometric Improvements Project, PN 3-C-110-20.

ATTACHMENT(S):

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



135th Street and Pflumm Road Geometric Improvements
3-C-110-20
Project Location Map



User: jaredmd
 Date: 01/31/2020





Project Fact Sheet
135th Street and Pflumm Road
Geometric Improvements
3-C-110-20
March 17, 2020

Project Manager: Beth Wright / Scott Ward

Description: This project will include dual left turn lanes for all directions of traffic and right turn lanes for three of four directions; westbound traffic has an existing right turn lane. Additional improvements include filling gaps in the sidewalk along 135th Street which will improve safety and connectivity with California Trails Middle School.

Justification: This project will improve capacity, reduce delays and increase safety at the intersection.

Comments: This project has received Congestion Mitigation Air Quality funds from MARC which will provide \$1,200,000 for construction. This is also a joint project with the City of Overland Park. They will be responsible for 40% of the design, utility relocation, staff time, inspection and construction costs.

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Construction	\$2,500,000	\$0
<u>Contingency</u>	<u>\$ 400,000</u>	<u>\$0</u>
Total	\$3,870,000	\$0

PROFESSIONAL SERVICES AGREEMENT

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

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

135th Street and Pflumm Road Intersection Improvements **Project No. 3-C-110-20**

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 Three Hundred Fifty-Three Thousand, Eight Hundred Dollars (\$353,800.00), 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 Two Thousand, Two Hundred Seventy-One Dollars (\$2,271.00) for the following expenses related only to the Project: (a) expense of transportation in connection with the Project; (b) expenses in connection with authorized out-of-town travel; (c) long-distance communications; (d) expenses of printing and reproductions; (e) postage and facsimile transmissions; (f) expenses of renderings and models requested by City, and (g) other costs as authorized by City in writing as set forth herein.

B. SERVICES BEYOND THE SCOPE OF SERVICES

1. Change in Scope: For substantial modifications in authorized Project scope, substantial modifications of drawings, or substantial modifications to specifications previously accepted by City, when requested by City and through no fault of Consultant, Consultant will be compensated for time and expense required to incorporate such modifications at Consultant's standard hourly rates per **Exhibit C**; provided, however, that any increase in fee or extension of time for Consultant to complete the services must be approved by City in writing. Consultant will correct or revise any errors or deficiencies in its designs, drawings or specifications without additional compensation when due to Consultant's failure to meet the Standard of Care.
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 the milestones as provided in Exhibit A.

SECTION III - RESPONSIBILITIES OF CONSULTANT

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

A. PRELIMINARY DESIGN PHASE

1. Services: The Professional Services to be provided during this phase are set out in **Exhibits B and D**, attached hereto and incorporated by reference.
2. Preliminary Design Documents: Consultant will furnish City copies of the above preliminary design documents per the City of Olathe Technical Specifications and Design Criteria for Public Improvements, unless otherwise noted in **Exhibit B**.

3. Preliminary Cost Estimate: Consultant will furnish City an estimate of probable Construction Cost based on the preliminary design and at subsequent design review submittals as specifically requested by City. Consultant's estimate of probable Construction Cost is to be made based on Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry.
4. Budget: Consultant will immediately advise City if, in its opinion, the amount budgeted for construction is not sufficient to adequately design and construct the improvement as requested.
5. Permits and Right-of-Way: These Professional Services will include preparation of plans, exhibits and applications required for securing approvals, licenses, or permits from governmental or corporate agencies or authorities, and providing City with documents for right-of-way and/or easement acquisition necessary for the construction of the improvement, unless eminent domain proceedings are required to secure the right-of-way and/or easements. Consultant will comply with the conditions set out in the Land Acquisition Checklist for Consultant Projects as in **Exhibit D**. City will be responsible for acquiring the necessary Right-of-Way or Easements, unless otherwise agreed upon between City and Consultant. A property map of the areas needed to be acquired, and other necessary information related to such acquisition, will be provided by Consultant with copies of the preliminary construction plans to the Project Manager. It is recognized that such information cannot be provided for some tracts until the completion of the final construction plans. Consultant will also provide any necessary ownership and encumbrance (O&E) documents.

B. FINAL DESIGN PHASE

1. Services: The Professional Services to be provided during this phase are set out in **Exhibit B** attached hereto and incorporated by reference.
2. Final Design Documents: Consultant will furnish City copies of the final design plans per the City of Olathe Technical Specifications and Design Criteria for Public Improvements unless otherwise noted in **Exhibit B**.
3. Contract Documents: Consultant will prepare for City all Project contract agreement forms, final design plans, general conditions and supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents requested by City, unless such documents are provided by City.
4. Final Cost Estimate: Consultant will furnish City an estimate of probable Construction Cost based on final design. This estimate is commonly known as the "Engineer's Estimate" and will be used as the basis for construction contract award. The Engineer's

Estimate must be sealed and provided by a professional engineer licensed by the State of Kansas. Since Consultant has no control over the cost of labor, materials, or equipment furnished by others not under contract to Consultant, or over the resources provided by others not under contract to Consultant to meet Project schedules, Consultant's opinion of probable costs and of Project schedules for construction may be made based on experience and qualifications as a professional engineer. Consultant does not guarantee that proposals, bids, or actual Project costs will not vary from Consultant's opinions of probable cost or that actual schedules will not vary from Consultant's projected schedules.

5. Budget: Consultant will immediately advise City if, in its opinion, the amount budgeted for the Project is not sufficient to cover all Project costs, including but not limited to, construction, right-of-way and easement acquisition, inspection, and testing.

C. BIDDING PHASE

1. Services: The Professional Services to be provided during this phase are set out in **Exhibit B**, attached hereto and incorporated by reference.
2. Bids Exceeding Cost Estimate: If all bids exceed Consultant's Final Cost Estimate, Consultant, at the request of City and for no additional cost, will prepare a report for City identifying why all the bids exceed the estimate. City has four (4) options if all bids exceed Consultant's estimate. City may: (1) give written approval of an increase in the Project cost up to a maximum of 7% above the authorized total; (2) authorize rebidding of the Project; (3) terminate the Project and this Agreement; or (4) cooperate in revising the Project scope or specifications, or both, as necessary to reduce the construction cost.

D. CONSTRUCTION PHASE

1. In-House Administration and Inspection: It is understood that City will provide full-time, in-house administration and inspection of the construction Project and the work of the construction contractor at City's expense, unless otherwise agreed upon in writing by the Parties. Consultant will assist City by providing general administration and inspection of the work of the construction contractor as requested by City by conducting periodic inspections of the construction contractor's work during construction and will assist City in a final inspection of the construction Project after completion of the work by the construction contractor. Consultant will also check shop drawings and assist City in making interpretation of plans and specifications and reviewing pay estimates for making payments to the construction contractor.
2. Services: The Professional Services provided during this phase are set out in **Exhibit B**, both attached hereto and incorporated by reference.

3. Additional Drawings: If during construction, situations arise which require additional drawings or details, Consultant agrees to provide such additional drawings or details at no cost to City when the additional drawings or details are required to correct Consultant's failure to meet the Standard of Care. 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: Robert R. Krewson, PE, Senior Vice President. As principal on this Project, this person will be the primary contact with the City's Project Manager and will have authority to bind Consultant. So long as the individual named above remains actively employed or retained by Consultant, such individual will perform the function of principal on this Project. For the

Professional Services rendered hereunder, Consultant, and any of its subcontractors, will employ engineers, architects, landscape architects, and surveyors licensed by the Kansas State Board of Technical Professions.

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

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

SECTION IV - CITY OF OLATHE'S RESPONSIBILITIES

A. COMMUNICATION

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

B. ACCESS

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

C. DUTIES

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

D. PROGRAM AND BUDGET

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

E. ADMINISTRATIVE SERVICES

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

F. BOND FORMS

City will furnish all bond forms required for the Project.

G. PROJECT REPRESENTATIVE

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

SECTION V - GENERAL PROVISIONS

A. TERMINATION

1. Notice: City reserves the right to terminate this Agreement for cause (due to Consultant's failure to substantially perform its obligations hereunder) upon notice if Consultant fails to cure a default in respect of any of its obligations hereunder within fifteen (15) days following receipt of a written notice from the City stating the nature of such default or defaults, 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: Scott Ward
100 E. Santa Fe
P.O. Box 768
Olathe, KS 66051-0768

Alfred Benesch & Company (Benesch)
Attn: Jim Jussel, PE, PTOE
11010 Haskell Avenue, Ste 200
Kansas City, KS 66109

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 prior 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 prior to the 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 reasonable 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. Consultant's pre-existing materials, including pre-existing details, specifications, software, inventions, copyrights, patents, trade secrets, trademarks and other proprietary rights, including ideas, concepts and knowhow of Consultant, that existed before the commencement of the Services and which are included in the documents generated by Consultant under this Agreement (collectively, the Pre-Existing Materials), shall remain the property of Consultant. Consultant grants to the City (as an exception to the transfer and assignment provided in this Agreement) a non-exclusive, world-wide, royalty-free right and license to use the Pre-Existing Materials for completion of the Project.

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 and hold harmless City and its agents from any and all Loss where Loss is caused or incurred as a result of the intentional misconduct, recklessness, negligence, or other actionable fault of Consultant or its subcontractors.
3. Comparative Fault & Contributory Negligence: It is a specific element of consideration of this Agreement that the indemnity in Section V.E.2 will apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of City or any Third Party and, further notwithstanding any theory of law including, but not limited to, a characterization of City's or any Third Party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that Consultant's obligation hereunder will not include amounts attributable to the fault or negligence of City or any Third Party for whom Consultant is not responsible.
4. Damage Limitations: The indemnification obligation contained in this Agreement will not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for Consultant or its subcontractors, by the minimum insurance required by this Agreement, nor under workers' compensation acts, disability benefit acts, or other employee benefit acts.
5. Negligence by the City: Consultant is not required hereunder to defend City or its agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence.

F. AFFIRMATIVE ACTION/OTHER LAWS

1. Kansas Act Against Discrimination: During the performance of this Agreement, Consultant agrees that:
 - a. Consultant will observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, gender, disability, national origin, ancestry, or age;
 - b. in all solicitations or advertisements for employees, Consultant will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("commission");
 - c. if Consultant fails to comply with the way Consultant reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Consultant will be deemed to have breached the present contract and it may be

canceled, terminated or suspended, in whole or in part, by City without penalty;

- d. if Consultant is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Consultant will be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
 - e. Consultant will include the provisions of subsections a. through d. in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- 2. Exceptions to Applicability: The provisions of this Section will not apply to a contract entered into by City with Consultant if (a) Consultant employs fewer than four (4) employees during the term of such contract; or (b) Consultant's contract with City totals Ten Thousand Dollars (\$10,000) or less in aggregate.
 - 3. Kansas Age Discrimination in Employment Act: Consultant further agrees and acknowledges that it will abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this Project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.
 - 4. Kansas Fairness in Public Construction Contract Act: The Parties agree and acknowledge that the services provided under this Agreement are within the scope of the Kansas Fairness in Public Construction Contract Act (K.S.A. 16-1901 et seq.) and that no provision of this Agreement waives, alters, or supersedes any provisions of said Act.

G. ENTIRE AGREEMENT

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

H. APPLICABLE LAW, JURISDICTION, AND VENUE

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

I. NO THIRD-PARTY BENEFICIARIES

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

J. INDEPENDENT CONTRACTOR

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

K. DELIVERABLES

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

L. COVENANT AGAINST CONTINGENT FEES

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

its discretion, deduct from the Total Fee or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

M. COMPLIANCE WITH LAWS

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

N. TITLES, SUBHEADS AND CAPITALIZATION

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

O. SEVERABILITY CLAUSE

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

P. AMBIGUITY CLAUSE AND HIERARCHY OF INTERPRETATION

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

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

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

R. EXECUTION OF CONTRACT

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

CITY OF OLATHE, KANSAS

By: _____
Michael E. Copeland, Mayor

ATTEST:

City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney/Deputy City Attorney/
Assistant City Attorney

Alfred Benesch & Company (Benesch)

By: Robert R. Krewson

Robert R. Krewson, PE
Senior Vice President

11010 Haskell Avenue, Ste 200
Kansas City, KS 66109

**TABLE OF CONTENTS
OF EXHIBITS**

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

EXHIBIT A

Description of Project and Map

This project includes design services for intersection modifications of 135th Street and Pflumm Road to develop field check, office check and final PS&E plans, including bid phase assistance along with project administration tasks, as outlined in Exhibit B (Scope of Services). The intersection modifications include adding dual left-turn lanes and right-turn lanes for each approach of the intersection, except the westbound approach which already has a right-turn lane. Traffic signal replacements will be completed to accommodate the new geometric lane configurations, along with traffic signal interconnect plans to connect the signal system to Greenwood Street traffic signal. The intersection pavement and project approaches will be milled and overlaid, as shown below, to define the intersection limits. Extension of 5-foot sidewalk will be added to the north and south sides of 135th Street to complete the missing segments in the area.



Project Area and Survey Limits

EXHIBIT B

SCOPE OF SERVICES

135th Street and Pflumm Road Intersection Geometric and Traffic Signal Modification Plans Olathe & Overland Park, KS

TASK 1 – General Project Tasks

1. A kickoff meeting will be conducted with the Consultant and the Client to coordinate the project effort. Assumes one (1) meeting with two Benesch members attending the meeting.
2. Coordination meeting with Surveyor on Site.
3. Attend the following project design meetings not otherwise described in other tasks below. Unless otherwise noted, it is assumed that there will be two (2) Benesch attendees at each meeting with minutes provided
 - a. One (1) meeting with Olathe and Overland Park (Concept Layout).
 - b. Attend one (1) meeting with Olathe and Overland Park (Field Check Plans).
 - c. Attend one (1) meeting with Olathe and Overland Park (Office Check Plans).
 - d. Two (2) additional meetings as needed with Olathe (and possibly Overland Park) during design progression.
 - e. Assumes up to three (3) utility coordination meetings hosted at the City of Olathe and up to two (2) meetings with individual utilities; includes two (2) Benesch staff at each meeting with minutes provided
4. Attend up to two (2) meetings with KDOT.
5. Prepare design criteria and prepare design memorandum (if required).

TASK 2 – Traffic Analysis

Traffic Analysis Assumptions:

- Existing traffic signal timings to be provided by City of Overland Park. Final signal timings will be provided by Overland Park.

Traffic Analysis Tasks:

1. Obtain intersection turning movement counts during the peak morning and afternoon commuter periods during one (1) typical weekday. To account for school traffic the traffic count will be completed during the following times:
 - a) 7:00 to 9:00 AM
 - b) 3:00 to 6:00 PM
2. Traffic volume development will be completed to develop the future year 2040 traffic volumes. The 2040 volumes will be generated using the available volumes from the City and historic growth rates.
3. Review and evaluate potential traffic from surrounding undeveloped land.
4. Traffic Analysis will be completed using Synchro/SimTraffic to confirm the intersection geometrics and determine the optimum storage lengths.
5. Develop traffic memorandum to document traffic analysis procedures and findings.
6. Conduct QC/QA of traffic analysis memorandum.

TASK 3 – Conceptual Layout

1. Develop one (1) preliminary turn lane concept. Concept will be developed on 11x17 sheet using AIMS color aerial.
2. Concepts to depict sidewalk limits and possible Phillips/Magellan entrance changes.
3. Attend one (1) meeting with Phillips 66 stakeholder.

4. Attend one (1) meeting with Magellan stakeholder.
5. Estimate R/W impacts for each concept, if any.
6. Conduct QC/QA of concept documents.

TASK 4 –Survey and Data Collection

Survey Assumptions:

- Topographic survey for project area as shown in Exhibit A.
- Does NOT include any contingency for supplemental survey for any areas outside the current defined survey limits or for areas that may change during design.
- Design for the interconnect plans that may fall outside the defined survey area to be completed using AIMS and aerial imagery.

Survey and Data Collection Tasks:

1. Survey: Benesch will complete a current Topographic Survey of the delineated project limits as identified in Exhibit A. Horizontal control will be established relative to the Kansas State Plane Coordinate System, North Zone NAD83. Vertical control will be in Johnson County Vertical Control Network datum. All Survey activities will be performed with the direct supervision of a Kansas Licensed Professional Surveyor. The topographic data shall be collected in the field using GPS and Total Station survey equipment. The survey data will be processed and plotted using appropriate software to produce a digital map file for use in design software. The survey shall include but not be limited to the following:
 - a) Topographic features of the existing roadway and to a general limit shown in the attached exhibit. Existing surface topographic features to be collected include: shots at pavement tie-in locations, edges of pavement, back of curb, existing lane lines, trees, landscaping, ditch flowlines, and other visible features.
 - b) Storm sewer structures will be opened, and data collected as to size and elevation of pipes.
 - c) Download and process design survey and develop existing surface.
 - d) “One-Call” request will be made to have all utilities marked within the survey limits. Topographic survey to include marked and visible utilities within the project limits. Benesch will make reasonable efforts to obtain utility markings for this area and will document our efforts, but can only survey what is identified and as marked in the field.
 - e) Contact all utilities and request existing utility record drawings and use to approximate facilities in the work area. Utilities will be labeled by provider.
 - f) With the assistance of the Owner’s personnel, traffic signals and all associated wiring and loop detectors shall be located.
 - g) Section, Quarter Section, and adjacent property corners will be recovered and included in the survey to permit accurate plotting of the existing right-of-way. Prepare and submit to governmental agencies a certified land corner record for each section corner recovered and used on this project.
 - h) A minimum of three horizontal and vertical control points will be established on the project site.
2. Title Work: Title work for up to six (6) adjacent properties shall be reviewed and incorporated in the property base file. Current land ownership and existing right-of-way documents shall be obtained by the CONSULTANT using a title company approved by both cities.
3. R/W and Easement Documentation: Prepare and furnish legal descriptions (sealed by Kansas RLS) and companion tract maps for up to six (6) tracts. R/W and Easement documentation shall follow Exhibit D, Land Acquisition Checklist for Consultant Projects.
 - a) Assumes staking up to 6 tracts in the field the location of proposed R/W and easements as part of appraisal and acquisition performed by others. Does not include any restaking.
4. GIS Data: Benesch will supplement survey with City provided GIS information.

5. Existing Plans: Benesch will review and incorporate information from record drawings for abutting projects and subdivisions
6. Prepare base map at 1"=20' scale showing existing information, contours at 2-foot intervals and existing utility information as noted above.
7. Coordinate with City of Olathe and City of Overland Park regarding any deep milling and surface milling/overlay limits.
8. Complete offset staking for utilities where needed, within project limits. Assumes single staking with no restaking.

TASK 5 – Field Check Plans

Roadway Design Assumptions:

- Assumes design and plan requirements will follow City of Olathe Project Procedures Manual
- Design limits include the intersection and each approach as shown in Exhibit A.
- Street Design per City of Olathe and Overland Park standards as appropriate.
- Traffic Signal Design per City of Overland Park Standards (except pole, mast arm, and supporting equipment color which will be Black per current Olathe standards)
- Traffic control assumes daily lane closures on both 135th Street and Pflumm Road with all existing lanes open to traffic during peak hour.
- Assumes reconfiguration of existing storm sewer only; does NOT include evaluation of pipe capacity or pavement spread to meet current design requirements.
- Utility coordination.
 - No utility relocation design services. Any required ATMS relocations would be completed as part of Task 5.13.
 - City will provide latest utility contact information
 - Assumes no potholing expenses or effort.
- R/W and easement negotiation services are not included. To be completed by City or their representatives.
- No pavement design or geotechnical services are included; assumes use/widening of existing pavement section.
- Does not include design or plan effort related to underdrains
- Assumes the following geometrics with U-turns restricted:
 - Additional northbound left-turn lane
 - Northbound right-turn lane
 - Additional southbound left-turn lane
 - Southbound right-turn lane
 - Additional eastbound left-turn lane
 - Eastbound right-turn lane
 - Additional westbound left-turn lane
 - Accommodate existing bike lanes for south leg of intersection
 - Accommodate future bike lane for north leg of intersection

Field Check Plan Preparation Tasks:

1. Develop typical sections.
2. General notes
3. Survey reference sheet
4. Set proposed / existing horizontal and vertical alignment.
5. Develop plan sheets at 1"=20' scale.
 - a) Show property ownership / tract information
 - b) Provide construct notes
 - c) Indicate removals or Do Not Disturb (DND) for existing features in or adjacent to the construction limits
 - d) Show project stationing and add appropriate labels

6. Prepare curb profile sheets
 - a) Profiles will generally follow existing edges of roadway profile
7. Layout preliminary ADA ramps and sidewalk locations. Sidewalk design shall include the following sidewalk extensions to complete missing segments. Design to be completed using AIMS base files and aerial imagery.
 - a) Extend to the west, along both the north and south sides, to match existing sidewalks.
 - b) Extend sidewalk to east along south side to complete missing segment.
 - c) Extend wide sidewalk section to the north along project limits.
8. Complete preliminary storm drainage plans
9. Develop fence plans and details
10. Develop preliminary cross sections (at 25 feet intervals).
11. Layout construction limits, R/W, permanent easements and temporary construction easements.
12. Develop R/W and easement plan sheet.
13. Develop preliminary traffic replacement signal plan sheets, including layout of existing traffic signal system.
14. Develop preliminary signal interconnect plan sheets. Traffic signal interconnect plans include modification to the existing conduit runs located at the intersection. An additional conduit run will be added to the west to connect with the Greenwood Street traffic signal. Design to be completed using AIMS base files and aerial imagery.
15. Develop preliminary pavement marking and signage sheets.
16. Complete intersection lighting design and preliminary lighting plans per City of Olathe and Overland Park standards/specifications, depending on location and ownership. Lighting design will include photometric analysis.
17. Coordinate with Overland Park regarding impacts to the Storm Watch monitoring equipment.
18. Develop preliminary traffic control sheets.
19. Locate and insert current City Standard Details.
20. Develop quantities and engineer's opinion of probable construction cost for field check plans.
21. Complete quality control review (Field Check Plans).
22. Submit field check plans to City of Olathe in PDF format; City of Olathe will in turn submit to City of Overland Park and KDOT.
23. Prepare preliminary color utility coordination plans to be submitted to utility companies. These plans will show existing facilities as located in the field and/or supplemented with information provided by utilities

TASK 6 – Office Check Plans

Office Check Plan Assumptions:

1. Does NOT include preparation of a NPDES/NOI permit or project specific Storm Water Pollution Prevention Plan (SWPPP) since disturbance area is assumed to be less than 1 acre

Office Check Plan Tasks:

1. Address Field Check Comments
2. Finalize typical section, general notes, plan and curb profile sheets.
3. Develop project specific erosion and sediment control plans.
4. Develop intersection layout plan sheets.
5. Develop landscape plans for median areas disturbed by turn lane additions. Assumes NO irrigation design or plans.
6. Complete detailed ADA ramp design and plan sheet layout.
7. Finalize traffic signal plans with wiring diagrams. Included lighted Street Name Signs on mast arms.
8. Develop any interconnect modification plan sheets. Assumes only layout of interconnect conduit plan. No detailed fiber interconnect design.
9. Complete City of Overland Park traffic engineering standard detail sheets.

10. Finalize street lighting plans sheets with wiring diagrams, including voltage drop calculations will be completed.
11. Finalize cross sections and complete earthwork calculations. Assumes no phased earthwork will be provided.
12. Finalize and adjust easement documents (two estimated).
13. Develop traffic control plans.
14. Develop office check plan set.
15. Develop project specifications.
16. Update and develop office check construction quantities.
17. Prepare quantity recap tables for all itemized quantities
18. Develop office check engineer's opinion of probable construction cost.
19. Quality control review (Office Check Plans).
20. Make updates and submit office check plans to City of Olathe in PDF format; Olathe will in turn submit to City of Overland Park and KDOT.
21. Distribute updated utility coordination plans to utility companies. Compile provided utility relocation information onto a final color utility coordination plan set.

TASK 7 – Public Involvement

Public Involvement Assumptions:

- City of Olathe to schedule and arrange public meeting location.
- Public meeting location to be determined.
- City to coordinate and prepare distribution list.
- City to send notifications of public meeting to stakeholders and new agencies.

Public Involvement Tasks:

1. Coordinate with City to schedule two (2) public meetings – Field Check and Meet the Contractor.
2. Develop project notification letters to send to pipeline companies. City of Olathe to send to pipeline companies.
3. Public meeting preparation (1 meeting). Benesch to prepare open house display materials. Assumes open house format with no presentation. Assumes preparation for Meet the Contractor meeting will be completed by contractor.
4. Attend Public Meetings (1st meeting during design; 2nd meeting with selected contractor). Two Benesch representatives will attend public meetings. Assumes a two-hour meeting.

TASK 8 – Final PS&E Plans

1. Address Office Check Comments
2. Develop final PS&E plans, including traffic signal plans.
3. Finalize Overland Park traffic engineering standard detail sheets.
4. Develop final project specifications.
5. Prepare status of utilities form for bidding.
6. Update and develop final construction quantities.
7. Develop final engineer's opinion of probable construction cost.
8. Quality control review (PS&E Plans).
9. Prepare project bid documents.
10. Submit PS&E plans to City of Olathe in PDF format; Olathe will submit to City of Overland Park and KDOT.

TASK 9 – Bid Phase Services

1. Answer bidders' questions and prepare addendum(s).
2. Attend bid opening.

TASK 10 – Construction Phase Services

1. Be available for discussion and consultation during the construction phase, but construction inspection (LPA) services will be the responsibility of the City.
2. Review shop drawings and be available for consultation with the City during construction. Assumes limit shop drawing review. City will review majority of submittals, including traffic signal, fiber optic, street lighting, pavement marking, paving materials and mix designs.
3. Prepare final Record drawings per notes provided by City. Record drawings will be prepared in AutoCAD.

CLIENT SHALL PROVIDE/COMPLETE:

1. City to provide most recent traffic signal example plan set, including illuminated sign and pole specifications.
2. City to provide latest City water and sewer utility information.
3. City standard specifications and bid package information.
4. R/W appraisals and negotiations to be completed by the City of Olathe.
5. City to provide GIS data for project area (per separate request).
6. City to provide pipeline company contact information.
7. City to provide latest utility company contact information.
8. City of Overland Park to provide previous bike lane plans and details.
9. City of Overland Park to provide as-built, or if not available construction, signal plans.
10. City of Overland Park to provide current signal phasing and timing information.
11. City to mail public meeting notices and advertisement.
12. City to schedule and arrange public meetings.

PRELIMINARY SCHEDULE

Notice to Proceed	February 19, 2020 (estimated)
Topographic Survey Complete	March 20, 2020
Submit Concept Plans	April 17, 2020
Field Check Plans	July 3, 2020
Right of Way Documents	October 30, 2020
Office Check Plans	December 18, 2020
Submit Final PSE Documents	April 1, 2021
Bidding/Letting (Estimated)	July 2021
Contract Award / Early NTP (Order Poles)	September 2021
Construction NTP	February 2022

COMPENSATION

Work completed by the Consultant for the above scope of services shall be compensated at an Amount Not-To-Exceed Three Hundred Fifty-Three Thousand, Eight Hundred Dollars (\$353,800.00).

EXHIBIT C
Fee & Rate Schedule

EXHIBIT C

Project Name:
Client Name:
Client Project No:
Date Prepared:
Prepared By:

135th and Pflumm Rd Intersection Improvements

Olathe, KS

PN 3-C-110-20

1/31/2020

Jussel



	Personnel	Proj Principal	Proj Mngr	Sr. Tech	Designer II	Sr. Surveyor	Surveyor	Party Chief	Direct Expenses	Mileage (mi)	Total
	2020 Billing Rate	\$240.00	\$180.00	\$120.00	\$105.00	\$145.00	\$115.00	\$108.00	\$ 1.00	\$ 0.575	
Task 1 - General Tasks											
1.1 Kickoff Meeting	2	4								50	\$1,229
1.2 Coordination meeting with surveyor		2				2					\$650
1.3a Attend five(5) project meetings		15			10					250	\$3,894
1.3e Attend three (3) utility coordination meetings		6			6						\$1,710
1.4 Attend two (2) meetings with KDOT		4			4					100	\$1,198
1.5 Prepare design criteria memorandum		10									\$1,800
1.6 Internal bi-weekly meetings		14	7	7							\$4,095
1.7 Project Management/Administration		240									\$43,200
HOURS SUBTOTAL	2	295	7	27	2	0	0	0	0	400	
COST SUBTOTAL	\$480.00	\$53,100.00	\$840.00	\$2,835.00	\$290.00	\$0.00	\$0.00	\$0.00	\$0	\$230	\$57,775.00
Task 2 - Traffic Analysis											
2.1 Intersection Turning Movement Counts		2		4					\$300		\$1,080
2.2 Traffic Volume Development		2		8							\$1,200
2.3 Review and evaluate potential development traffic		2		10							\$1,410
2.4 Capacity Analysis		6		16							\$2,760
2.5 Traffic Memorandum		16		12							\$4,140
2.6 QC/QA traffic analysis documents	2	2									\$840
HOURS SUBTOTAL	2	30	0	50	0	0	0	0	300	0	
COST SUBTOTAL	\$480.00	\$5,400.00	\$0.00	\$5,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300	\$0	\$11,430
Task 3 - Conceptual Layout											
3.1 Develop one (1) preliminary turn lane concepts		2	12	4							\$2,220
3.2 Sidewalk Extensions & Entrance Changes		2	12	4							\$2,220
3.3 Attend one (1) meeting with Phillips 66 stakeholder.		2		2						50	\$599
3.4 Attend one (1) meeting with Magellan stakeholder.		2		2						50	\$599
3.5 Estimate R/W impacts for each concept, if any		2	8								\$1,320
3.6 QC/QA concept documents	2	0									\$480
HOURS SUBTOTAL	2	10	32	12	0	0	0	0	0	100	
COST SUBTOTAL	\$480.00	\$1,800.00	\$3,840.00	\$1,260.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$58	\$7,438
Task 4 - Topographic Survey											
4.1a Topographic field survey						20	20		\$500	400	\$5,190
4.1b Survey storm sewer manholes & inlets						7	7				\$1,561
4.1c Data processing and base file development						24					\$2,760
4.1d Utility coordination & information						4	4			200	\$1,007
4.1e Contact utility companies record drawings					2						\$290
4.1f Signal equipment survey		2				4	4				\$1,252
4.1g Locate section corners & R/W control						3	3		\$250	200	\$1,034
4.1h Establish horiz. & vertical control					8	8			\$100	200	\$2,295
4.2 Order and review title work					8						\$1,160
4.3 Tract Map & Legal Descriptions (TCE & R/W)		2				16					\$2,200
4.4 Supplement with GIS Data		2				4					\$820
4.5 Review existing development plans		2				4					\$820
4.6 Prepare base maps		4	8								\$1,680
4.7 Coordinate with Olathe & Overland Park for mill limits		2									\$360
4.8 Complete offset staking for utilities		2				20	20			200	\$4,935
HOURS SUBTOTAL	0	16	8	0	18	114	58		850	1200	
COST SUBTOTAL	\$0.00	\$2,880.00	\$960.00	\$0.00	\$2,610.00	\$13,110.00	\$6,264.00		\$850	\$690	\$27,364

	Personnel 2020 Billing Rate	Proj Principal \$240.00	Proj Mngr \$180.00	Sr. Tech \$120.00	Designer II \$105.00	Sr. Surveyor \$145.00	Surveyor \$115.00	Party Chief \$108.00	Direct Expenses \$ 1.00	Mileage (mi) \$ 0.575	Total
Task 5 - Field Check Plans											
5.1 Develop typical sections				2							\$240
5.2 Develop general notes			2	4							\$840
5.3 Survey reference sheet				4		2					\$770
5.4 Set proposed / existing horizontal and vertical alignments			4	28	12						\$5,340
5.5 Develop plan sheets (1"=20' scale)			6	40	20						\$7,980
5.6 Prepare curb profile sheets			8	32	24						\$7,800
5.7 Layout preliminary ADA ramps and sidewalk extensions			4	20	20						\$5,220
5.8 Complete preliminary storm drainage plans			4	16	20						\$4,740
5.9 Develop fence plans			2	8	4						\$1,740
5.10 Develop preliminary cross sections (25' intervals)			2	24	8						\$4,080
5.11 Layout construction limits, R/W and TCE				16	8						\$2,760
5.12 Develop R/W and Easement Plan Sheet			4	20	12						\$4,380
5.13 Develop preliminary traffic signal plan sheets			24	40	12						\$10,380
5.14 Develop preliminary interconnect plans			4	16	16						\$4,320
5.15 Develop preliminary pavement marking and signage sheets			4	12	24						\$4,680
5.16 Complete intersection lighting design and sheets			16	24	24						\$8,280
5.17 Coordinate with Overland Park Storm Watch equipment			4		4						\$1,140
5.18 Develop preliminary traffic control sheets			4	8	20						\$3,780
5.19 Locate and insert City Standard Details			2	8	8						\$2,160
5.20 Develop field check plan quantities and cost estimate			4	32	12						\$5,820
5.21 QC/QA Review		4	4								\$1,680
5.22 Print and submit field check plans			2	8	8						\$2,160
5.23 Prepare Utility Plans (Colored Utilities)			2	24	12						\$4,500
HOURS SUBTOTAL		4	106	386	268	2	0	0	0	0	
COST SUBTOTAL		\$960.00	\$19,080.00	\$46,320.00	\$28,140.00	\$290.00	\$0.00	\$0.00	\$0	\$0	\$94,790
Task 6 - Office Check Plans											
6.1 Address field check comments			8	40	32						\$9,600
6.2 Finalize typical sections, gen notes, plan and curb sheets			2	20	12						\$4,020
6.3 Develop project specific erosion and sediment control plans			4	16	24						\$5,160
6.4 Develop intersection layout plan sheet(s)			4	16	12						\$3,900
6.5 Develop landscape plans			8	16							\$3,360
6.6 Complete ADA ramp design and plan sheet layout			4	24	10						\$4,650
6.7 Finalize traffic signal plans with wiring diagrams			8	32	24						\$7,800
6.8 Finalize interconnect plans			4	20	16						\$4,800
6.9 Complete Overland Park traffic engineering details			4	8	16						\$3,360
6.10 Finalize street lighting plan sheets with wiring diagrams			4	16	20						\$4,740
6.11 Finalize cross sections and earthwork calculations			2	24	24						\$5,760
6.12 Finalize and adjust up to 2 easement documents			1			8					\$1,340
6.13 Develop traffic control plans			2	12	20						\$3,900
6.14 Develop office check plan set			2	24	20						\$5,340
6.15 Develop project specifications			16		12						\$4,140
6.16 Develop office check quantities			2	24	16						\$4,920
6.17 Prepare quantity recap tables of all itemized quantities			2	16	16						\$3,960
6.18 Develop office check cost estimate			4		16						\$2,400
6.19 Quality Control Review (Office Check Plans)		4	4								\$1,680
6.20 Make updates and submit office check plans			2	20	16						\$4,440
6.21 Distribute updated utility coordination plans				12	4						\$1,860
HOURS SUBTOTAL		4	87	340	310	8	0	0	0	0	
COST SUBTOTAL		\$960.00	\$15,660.00	\$40,800.00	\$32,550.00	\$1,160.00	\$0.00	\$0.00	\$0	\$0	\$91,130

	Personnel	Proj Principal	Proj Mngr	Sr. Tech	Designer II	Sr. Surveyor	Surveyor	Party Chief	Direct Expenses	Mileage (mi)	Total
	2020 Billing Rate	\$240.00	\$180.00	\$120.00	\$105.00	\$145.00	\$115.00	\$108.00	\$ 1.00	\$ 0.575	
Task 7 - Public Involvement											
7.1	Coordinate with City for two (2) public meetings		4								\$720
7.2	Develop project notification letters for pipeline stakeholders		2		2						\$570
7.3	Public meeting preparation (1 meeting)		8	16	4						\$3,780
7.4	Attend two (2) public meetings		4		4					200	\$1,255
	HOURS SUBTOTAL	0	18	16	10	0	0	0	0	200	
	COST SUBTOTAL	\$0.00	\$3,240.00	\$1,920.00	\$1,050.00	\$0.00	\$0.00	\$0.00	\$0	\$115	\$6,325
Task 8 - PS&E Plans											
8.1	Address Office Check Plan Comments		4	24	16						\$5,280
8.2	Develop final PS&E plans		4	32	24						\$7,080
8.3	Finalize Overland Park standard details		2	8	10						\$2,370
8.4	Develop final project specifications		12		32						\$5,520
8.5	Prepare status of utilities from for bidding		8		16						\$3,120
8.6	Update and develop final construction quantities		2	20	20						\$4,860
8.7	Develop final cost estimate		4		16						\$2,400
8.8	Submit final easement documentation to City		2			4					\$940
8.9	Quality control review (PS&E Plans)	4	4								\$1,680
8.10	Print and submit PS&E plans		2	16	8						\$3,120
	HOURS SUBTOTAL	4	44	100	142	4	0	0	0	0	
	COST SUBTOTAL	\$960.00	\$7,920.00	\$12,000.00	\$14,910.00	\$580.00	\$0.00	\$0.00	\$0	\$0	\$36,370
Task 9 - Bid Phase Services											
9.1	Answer bidder's questions and prepare addendums		16		8						\$3,720
9.2	Attend bid opening		2							50	\$389
	HOURS SUBTOTAL	0	18	0	8	0	0	0	0	50	
	COST SUBTOTAL	\$0.00	\$3,240.00	\$0.00	\$840.00	\$0.00	\$0.00	\$0.00	\$0	\$29	\$4,109
Task 10 - Construction Phase Services											
10.1	Consultation during construction		24	32	16						\$9,840
10.2	Review Shop Drawings		8	4	6						\$2,550
10.3	Prepare final Record Drawings		8	20	8						\$4,680
	HOURS SUBTOTAL	0	40	56	30	0	0	0	0	0	
	COST SUBTOTAL	\$0.00	\$7,200.00	\$6,720.00	\$3,150.00	\$0.00	\$0.00	\$0.00	\$0	\$0	\$17,070

TOTAL PROJECT DESIGN FEE ESTIMATE = \$353,800

STANDARD HOURLY RATES SHEET

CLASSIFICATION	BILLABLE RATE
PROJECT MANAGER I	\$140.00
PROJECT MANAGER II	\$165.00
SENIOR PROJECT MANAGER	\$180.00
PROJECT PRINCIPAL	\$240.00
DESIGNER I	\$91.00
DESIGNER II	\$105.00
PROJECT ENGINEER I	\$115.00
PROJECT ENGINEER II	\$130.00
SENIOR PROJECT ENGINEER	\$150.00
TECHNOLOGIST I	\$61.00
TECHNOLOGIST II	\$77.00
SENIOR TECHNOLOGIST	\$120.00
TECHNICAL SPECIALIST I	\$90.00
TECHNICAL SPECIALIST II	\$100.00
SENIOR TECHNICAL SPECIALIST	\$130.00
CONSTRUCTION REPRESENTATIVE I	\$78.00
CONSTRUCTION REPRESENTATIVE II	\$90.00
CONSTRUCTION REPRESENTATIVE III	\$110.00
INSPECTOR I	\$70.00
INSPECTOR II	\$80.00
SR. INSPECTOR	\$85.00
PROJECT SCIENTIST I (GEOTECH)	\$66.00
PROJECT SCIENTIST II (GEOTECH)	\$79.00

CLASSIFICATION	BILLABLE RATE
FIELD/LAB TECHNICIAN I	\$54.00
FIELD/LAB TECHNICIAN II	\$61.00
FIELD/LAB TECHNICIAN III	\$71.00
SENIOR FIELD/LAB TECHNICIAN	\$93.00
INSTRUMENT OPERATOR	\$56.00
PARTY CHIEF	\$108.00
SURVEYOR (RLS)	\$115.00
SENIOR SURVEYOR (RLS)	\$145.00
SCIENTIST I	\$64.00
SCIENTIST II	\$73.00
PROJECT SCIENTIST I (ENVIR.)	\$90.00
PROJECT SCIENTIST II (ENVIR.)	\$110.00
PROJECT SCIENTIST III (ENVIR.)	\$120.00
SENIOR PROJECT SCIENTIST	\$136.00
INTERN	\$56.00
MARKETING ASSISTANT	\$56.00
MARKETING COORDINATOR	\$77.00
MARKETING MANAGER	\$108.00
OFFICE ASSISTANT	\$50.00
PROJECT ASSISTANT I	\$57.00
PROJECT ASSISTANT II	\$63.00
DIVISION ADMIN ASSISTANT I	\$57.00
DIVISION ADMIN ASSISTANT II	\$70.00

Rates are good until December 31, 2020

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. If any of the required policies provide coverage on a Claims-Made basis:
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work.

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



ALFRBEN-01

CMURPHY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/20/2020

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 Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	CONTACT NAME: PHONE (A/C, No, Ext): (617) 328-6555		FAX (A/C, No): (617) 328-6888
	E-MAIL ADDRESS: boston@amesgough.com		
INSURED Alfred Benesch & Company 11010 Haskell Avenue Suite 200 Kansas City, KS 66109	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Travelers Indemnity Co. of America A++, XV		25666
	INSURER B : Travelers Property Casualty Company of America		25674
	INSURER C : Phoenix Insurance Company A+, XV		25623
	INSURER D : Berkshire Hathaway Specialty Insurance Company		22276
	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	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"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	630-0D870755	5/31/2019	5/31/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BA-0N614884	5/31/2019	5/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	X	X	ZUP-15P01416	5/31/2019	5/31/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	UB-5K723986	5/31/2019	5/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab			47-EPP-305297-02	5/31/2019	5/31/2020	Per Claim 1,000,000
D				47-EPP-305297-02	5/31/2019	5/31/2020	Aggregate 2,000,000

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

RE: 135th Street Plumm Road in Olathe, KS Benesch PM: Jim Jussel City of Olathe, Kansas shall be listed as additional insured with respect to General, Auto and Umbrella Liability where required by written contract. General, Auto and Umbrella Liability is Primary & non-contributory. A Waiver of Subrogation and 30 Day Notice of Cancellation is provided in accordance with the policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

City of Olathe 100 E. Santa Fe Street Olathe, KS 66061	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

- (2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

- (3) If neither Paragraph (1) nor (2) above applies:

- (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

- (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

- b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

THIS POLICY, IN PART, PROVIDES FOLLOW-FORM LIABILITY COVERAGE. COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

COVERAGE WILL APPLY ON A DEFENSE-WITHIN-LIMITS BASIS WHEN FOLLOWING UNDERLYING INSURANCE UNDER WHICH DEFENSE EXPENSES ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. WHEN FOLLOWING SUCH UNDERLYING INSURANCE, PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF INSURANCE OF THIS POLICY.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED.**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI - DEFINITIONS.**

SECTION I - COVERAGES

A. COVERAGE A - EXCESS FOLLOW-FORM LIABILITY

1. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which Coverage A of this insurance applies, provided that the "underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", Coverage A of this insurance applies to damages that are in excess of that sublimit only if such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance.
2. Coverage A of this insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except with respect to any provisions to the contrary contained in this insurance.
3. The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE.**
4. For the purposes of Paragraph 1. above:

- a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance will be considered to be reduced or exhausted only by the following payments:

- (1) Payments of judgments or settlements for damages that are covered by that "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for damages that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance";
- (2) Payments of "medical expenses" that are covered by that "underlying insurance" and are incurred for "bodily injury" caused by an accident that takes place during the policy period of this Excess Follow-Form And Umbrella Liability Insurance; or

- b. To sue us on this insurance unless all of its terms have been fully complied with.
- 2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:
 - a. Are not payable under the terms of this insurance; or
 - b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

L. MAINTENANCE OF UNDERLYING INSURANCE

- 1. The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY of SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage A is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.
- 2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:
 - a. Coverage;
 - b. Limits of insurance;
 - c. Termination of any coverage; or
 - d. Exhaustion of aggregate limits.
- 3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage A is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage A is subject to the following provisions:

- 1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.
- 2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

- 1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.
- 2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph 4. below.
- 3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.
- 4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED**.

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item 5. of the Declarations. The premium is a flat

UMBRELLA

charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
 - a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or
 - b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSURED

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and

2. Separately to each insured against whom claim is made or "suit" is brought.

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage A, the "underlying insurer", enforce them.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:

- a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
- b. Next, to us; and
- c. Then, to any person or organization (including the insured and with respect to Coverage A, the "underlying insurer") that is entitled to claim the remainder, if any.

3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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: 4395133

Entity Name: ALFRED BENESCH & COMPANY

Entity Type: FOREIGN FOR PROFIT

State of Organization: IL

Resident Agent: CORPORATION SERVICE COMPANY

Registered Office: 2900 SW WANAMAKER DRIVE SUITE 204, TOPEKA, KS 66614

was filed in this office on March 01, 2010, 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 31, 2020

SCOTT SCHWAB
SECRETARY OF STATE

Certificate ID: 1125132 - To verify the validity of this certificate please visit <https://www.kansas.gov/bess/flow/validate> and enter the certificate ID number.



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 3/17/2020

DEPARTMENT: Public Works, Planning Division

STAFF CONTACT: Kim Hollingsworth, Senior Planner

SUBJECT: RZ19-0022: Rezoning from R-1 and RP-1 to the R-1 (Residential Single-Family) District and a Preliminary Plat for Stonebridge Village; Applicant: Brian Rodrock, Stonebridge Land & Cattle, LLC.

ITEM DESCRIPTION:

Consideration of Ordinance No. 20-07, RZ19-0022, requesting approval for a rezoning from R-1 and RP-1 to the R-1 (Residential Single-Family) District and a preliminary plat for Stonebridge Village containing 168 lots and 8 common tracts on 57.54± acres; located in the vicinity of West 165th Street and South Lindenwood Drive. Planning Commission recommends approval 9-0.

SUMMARY:

The applicant is requesting a rezoning from R-1 and RP-1 to the R-1 (Residential Single-Family) District and a preliminary plat for a new residential development known as Stonebridge Village. The proposed development consists of a single-family residential subdivision with 168 lots and 10 common tracts. The proposed subdivision has a density of 2.92 dwelling units per acre, an average lot area of 11,692 square feet, and all lots exceed minimum area requirements. The proposal also meets the transitional lot standards for new residential developments located adjacent to existing neighborhoods.

The PlanOlathe Comprehensive Plan future land use map identifies the subject property as “Conventional Neighborhood” and “Secondary Greenway.” The proposed R-1 District and single-family development are appropriate for this area, as single-family residential neighborhoods align with the framework for Conventional Neighborhoods in the Comprehensive Plan and are compatible with surrounding neighborhoods in the Arbor Creek and Stonebridge subdivisions.

A public hearing was held before the Planning Commission on October 28, 2019. During the meeting, discussion was held regarding a sidewalk along 165th Street that would provide a connection from the proposed subdivision to the Woodland Springs Middle School. The connection provides increased safety for pedestrians and students traveling along the north side of 165th Street and accomplishes several goals of the City’s Safe Routes to School program and the Olathe 2040 Strategic Plan. In February 2020, the City and the applicant agreed that a temporary 10-foot wide asphalt path will be initially constructed but must be replaced with a permanent 5-foot wide concrete sidewalk meeting all City standards when the phase of the subdivision adjacent to 165th Street is developed.

Additional discussion at the Planning Commission meeting included the layout of the street network and to ensure the Spring Hill School District’s comments including the pedestrian connection were being addressed. No members of the general public spoke regarding the application. The Planning Commission voted 9-0 to recommend approval of RZ19-0022 as stipulated in the meeting minutes.

MEETING DATE: 3/17/2020

FINANCIAL IMPACT:

None

ACTION NEEDED:

1. Approve Ordinance No. 20-07 for a rezoning from the R-1 and RP-1 Districts to the R-1 District as recommended by the Planning Commission.
 2. Deny Ordinance No. 20-07 for a rezoning from the R-1 and RP-1 Districts to the R-1 District.
 3. Return the rezoning application to the Planning Commission for further consideration with a statement specifying the basis for the Governing Body's failure to approve or disapprove.
-

ATTACHMENT(S):

- A. Planning Commission Packet
- B. Planning Commission Minutes
- C. Ordinance No. 20-07



City of Olathe
Planning Division

STAFF REPORT

Planning Commission Meeting: October 28, 2019

Application:	<u>RZ19-0022:</u> Rezoning from R-1 and RP-1 to the R-1 District and preliminary plat for Stonebridge Village
Location:	In the vicinity of 165 th Street and Lindenwood Road
Owner:	Brian Rodrock; Stonebridge Land & Cattle
Applicant/Engineer:	Harold A. Phelps, P.E.; Phelps Engineering, Inc.
Staff Contact:	Zachary Moore, Planner II

Site Area:	<u>57.54± acres</u>	Proposed Use:	<u>Single-Family Residential</u>
Lots:	<u>168</u>	Plat:	<u>Unplatted</u>
Density:	<u>2.92 units per acre</u>	Proposed Zoning:	<u>R-1</u>
Tracts:	<u>10</u>	Current Zoning:	<u>R-1, RP-1</u>

	Plan Olathe Land Use Category	Existing Use	Current Zoning	Site Design Category	Building Design Category
Site	Conventional Neighborhood/ Secondary Greenway	Vacant	R-1, RP-1	1	N/A
North	Secondary Greenway	City Park (Arbor Landing)	R-1	-	-
South	Conventional Neighborhood	Middle School (Woodland Spring)	R-1	-	-
East	Conventional Neighborhood/ Secondary Greenway	Single-Family Residential	R-1	-	-
West	Conventional Neighborhood/ Secondary Greenway	Single Family Residential	R-1	-	-

1. Proposal:

The applicant is requesting a rezoning from R-1 and RP-1 to the R-1 (Residential Single Family) District and a preliminary plat for Stonebridge Village. The subject property is located east of the future Lindenwood Road, between 163rd Street and 167th Street. The proposed rezoning to the R-1 district will combine two residential zoning districts that were never developed into one district with a new preliminary plat. The proposed development consists of a single-family residential subdivision on 168 lots with 10 common tracts.

This change of zoning is being requested to allow for the entire development to fall under a single, R-1 district zoning ordinance. Previous stipulations have been reviewed and are not necessary for carry-over as they were written from now outdated plans or have already been accomplished by the developer.

2. History:

The subject property and surrounding area were annexed and rezoned to the RP-1 and R-1 Districts in 2005 (ANX-05-008, RZ-05-046, and RZ-05-047). A preliminary plat was approved with the associated rezoning cases that included a mix of housing types and lot sizes, including single-family, two-family, and townhome units. The single-family lots included on the previously approved preliminary plat include lots ranging from 5,000 square feet to approximately 10,000 square feet. Development and platting to the east of the subject site has occurred since 2005 (see image on the next page). Additionally, the Spring Hill School District has a middle school immediately south of the subject property, and an elementary school to the southeast of the subject property, across W. 165th Street. The elementary school to the southeast was included with the original preliminary plat, and the middle school site was previously proposed to be developed as a small-lot single-family residential subdivision.

The site is currently undeveloped and has been since its annexation into the City in 2005.



4. Neighborhood Meeting/Public Notice:

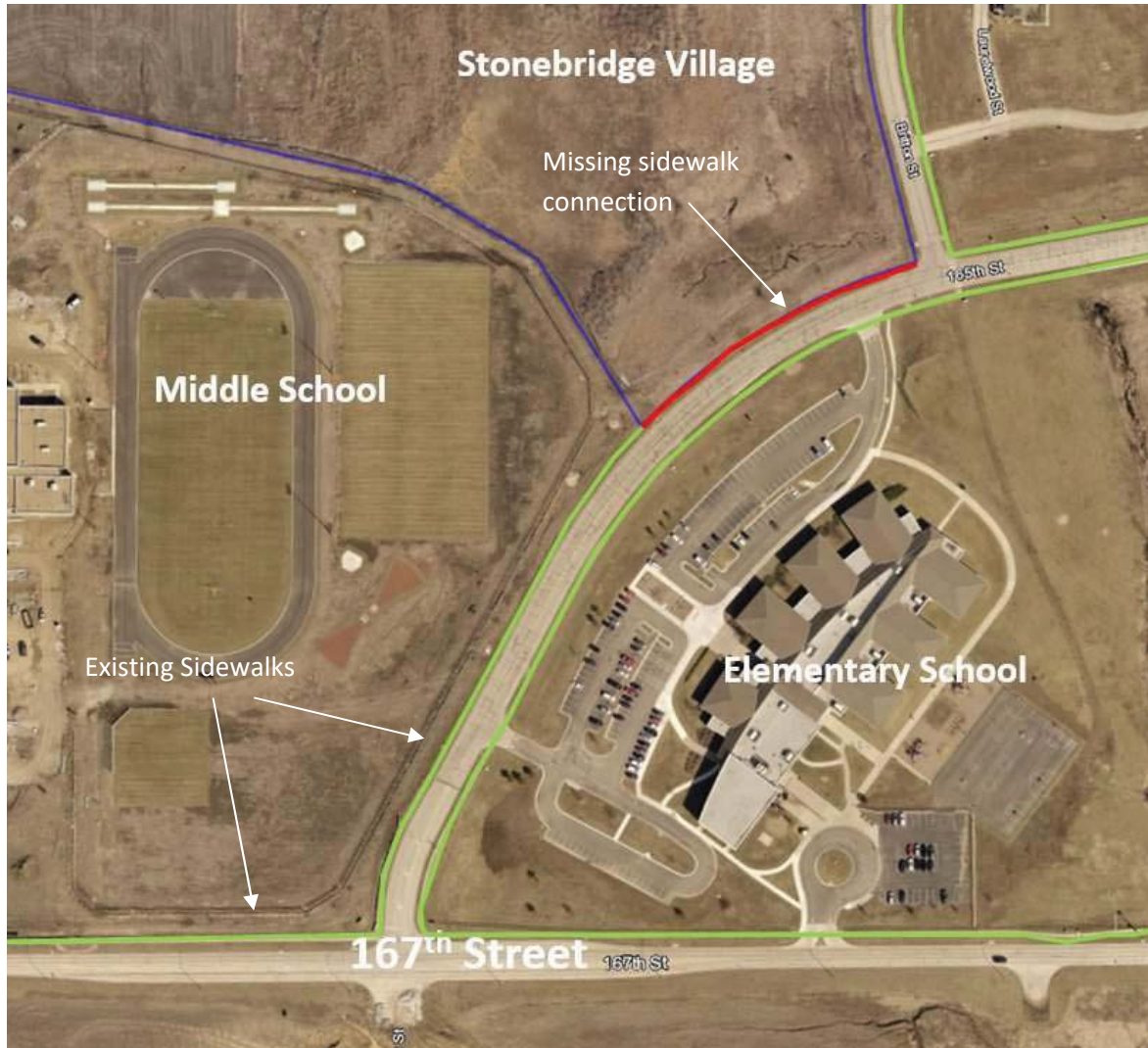
The applicant mailed the required public notification letters to surrounding properties within 200 feet and posted signs on the subject property per Unified Development Ordinance (UDO) requirements.

In addition, the applicant held a neighborhood meeting on October 7, 2019 in which eight (8) residents attended. Main topics of discussion included street connections, estimated home values, drainage, and tree preservation. The neighborhood meeting minutes are included in the Planning Commission packet.

Staff has since received several phone calls and a letter, which is included in this packet, from the Spring Hill School District regarding concerns with stormwater management on site and a missing sidewalk link along the north side of W. 165th Street. From the onset of this application review, staff requested the sidewalk connection be provided with construction of the first phase of development. The image on the next page shows where there are existing sidewalks in the right-of-way (green) compared to the missing sidewalk

link (red). The missing link in the sidewalk is approximately 430 feet in length and would connect the existing sidewalk that terminates at the school's property line along 165th Street to the west side of Britton Street. On the east side of Britton Street, there is a sidewalk that extends north to 164th Street, and east to Mur-Len Road. The school district was advised that the City would be recommending this sidewalk connection through Tract F of the preliminary plat to provide improved pedestrian access.

This connection is important to provide a safe route for residents and children to feel comfortable walking to and from the schools without crossing the street mid-block. Providing this connection also aligns with Policy M-3.8 of PlanOlathe, the City's Comprehensive Plan, which states, "Pedestrian and bikeway paths should provide connections between residential and employment areas, commercial centers, recreational and open space areas, parks and educational facilities." Staff has had several discussions with the applicant regarding this sidewalk connection and has made them aware of this stipulation, however the applicant is not amenable constructing this connection at this time. Additional information on this is provided later in this report.



View of subject property, existing sidewalks (green) and the missing sidewalk link (red)

The School District has also expressed concern with the potential of stormwater impacts of the proposed development on the Spring Hill Middle School site. At the time that the middle school was constructed, there was not an agreement in place between the School District and the applicant for stormwater improvements to be shared, therefore all stormwater improvements for the school were constructed on the school property, rather than along the property line. Staff has discussed these concerns with the applicant, who has agreed to a stipulation that addresses the School District's concerns regarding stormwater. Additional information on this item is provided later in this report.



View of terminus of existing sidewalk along W. 165th Street

5. Zoning Requirements:

- a. **Lot Dimensions** – The minimum lot width in the R-1 district is 60 feet, and the minimum lot size is 7,200 square feet. All lots in the proposed development meet or exceed the minimum 60-foot lot width requirement, and the smallest lot in the proposed development is 8,227 square feet. The average lot size in this proposed subdivision is 11,692 square feet. The proposed lots also comply with the transitional lot standards, by including parcel size matching, per UDO requirements.
- b. **Building Height** – The maximum building height for residential buildings in R-1 districts are 2 ½ stories or 35 feet.

- c. **Setbacks** – Setbacks in the R-1 District are as follows: Front Yard – 30 feet, Side Yards – 7 feet, and Rear Yards – 25 feet.

6. Common Tracts:

All common tracts included on the preliminary plat are to be owned and maintained by the Homes Association.

7. Transitional Lot Standards:

Transitional Lot Standards apply to subdivisions in the R-1 districts that adjoin existing residential lots. This is applicable in this case as the proposed subdivision is adjacent to an existing R-1 subdivision at the northeast of the subject property (Coffee Creek Meadows, 1st Plat). The lots in the proposed subdivision comply with the City's Transitional Lot Standards by providing parcel size matching in this area, which means that lots along the perimeter of this request match the size or are greater in size, than those existing, adjacent residential lots.

8. Streets/Right-of-way:

All lots within the proposed subdivision will have access from new local streets. The road network for the will have six (6) connections from existing roads: 162nd Street and 165th Street to the future Lindenwood Drive to the west, and 162nd Street, 163rd Terrace, 164th Terrace, and 164th Street to existing local streets to the east. The proposed streets meet UDO requirements for public right-of-way and cul-de-sac size.

9. Sidewalks/Trails:

The preliminary plat identifies sidewalks on one side of all local streets, and along the east side of S. Lindenwood Drive. A note has been added to the preliminary plat stating that sidewalks in cul-de-sacs will terminate at a driveway. The applicant has also provided a sidewalk connection to an existing City park to the north of the proposed development. As stated previously, staff is recommending that the applicant construct a 5-foot wide concrete sidewalk connection within Tract F of the preliminary plat with the first phase of development. This sidewalk connection would complete a missing link between the middle school property and S. Britton Street which ensures safe pedestrian connectivity, follows policies of PlanOlathe, promotes policies of Safe Routes to Schools, and aligns with healthy communities and activity for residents.

10. Landscaping/Tree Preservation:

Street trees are required with an average spacing of 40 linear feet, with at least one tree per lot in residential districts and the applicant has provided a preliminary landscape plan depicting the location of street trees along the residential streets. This preliminary landscape plan does not include street trees on lots 57 or 58, as the right-of-way in front of these lots was included with a previously recorded plat (P-06-034). Therefore, to ensure a tree is planted on all new lots, a stipulation has been added to this effect.

The applicant is providing a 15-foot Tree Preservation Easement (TP/E) along the northern property line to preserve the existing tree line adjacent to Arbor Landing Park.

11. Zoning/ Land Use Analysis:

The future land use map of the Comprehensive Plan identifies the subject property as “Conventional Neighborhood” and “Secondary Greenway”. The proposed R-1 zoning and single-family residential development is appropriate for this area, as single-family residential neighborhoods align with the framework of Conventional Neighborhoods in the Comprehensive Plan.

The following section includes criteria for considering rezoning applications as listed in Unified Development Ordinance (UDO) Section 18.40.090.G.

A. The conformance of the proposed use to the Comprehensive Plan and other adopted planning policies.

The future land use map designation of “Conventional Neighborhood” typically consists of single-family housing on individual building lots. PlanOlathe includes policies to maintain and promote the distinct character and identity of Olathe’s neighborhoods, and encourages neighborhoods that provide a variety of housing types and styles. Existing smaller lot single-family residential and two-family attached residential exists to the east of the proposed subdivision, therefore the large lot single-family subdivision will provide a variety of housing types in this area. Therefore, the proposed R-1 zoning and single-family home subdivision is appropriate for this area.

- **Principle HN-2.2:** *“Support housing development and redevelopment that includes a variety of housing types.”*
- **Principle LUCC-6: Discourage Sprawl.** *“Discourage “leap-frog” or sprawling land use patterns by encouraging growth in serviceable areas. Promote the infill of vacant parcels and reinvestment in buildable areas.”*

B. The character of the neighborhood including but not limited to: land use, zoning, density (residential), architectural style, building materials, height, structural mass, siting, open space and floor-to-area ratio (commercial and industrial).

The zoning of the surrounding properties is mostly single-family (R-1 and RP-1), with some smaller pockets of two-family zoning (RP-2) located east of the subject property. The character of the proposed development will be compatible with the existing development nearby as the proposed land use is consistent.

C. The zoning and uses of nearby properties, and the extent to which the proposed use would be in harmony with such zoning and uses.

The zoning of surrounding properties includes a mix of lower-density residential districts (R-1, RP-1, and RP-2). The proposed R-1 zoning district would be in harmony with the surrounding zoning districts and lower density residential uses found on nearby properties.

D. The suitability of the property for the uses to which it has been restricted under the applicable zoning district regulations.

Both the RP-1 and R-1 Districts allow for single-family residential development, and the subject property is suitable for development in that manner, as it would be compatible with existing nearby land uses. Single-family residential development in this area is consistent with the framework of the future land use designation of Conventional Neighborhood.

E. The length of time the property has been vacant as zoned.

The subject property has never been developed, despite part of the property being rezoned to the R-1 and RP-1 Districts in 2005.

F. The extent to which approval of the application would detrimentally affect nearby properties.

The subject property maintains R-1 and RP-1 zoning currently, which would allow for development of a single-family residential neighborhood. The proposed R-1 zoning district will not detrimentally affect nearby properties.

G. The extent to which development under the proposed district would substantially harm the value of nearby properties.

Development of the subject property under the R-1 District is will not substantially harm the value of nearby properties.

H. The extent to which the proposed use would adversely affect the capacity or safety of that portion of the road network influenced by the use, or present parking problems in the vicinity of the property.

The proposed subdivision includes six (6) new public street connections to existing local or future collector roadways to the east, west, and north of the subject property. All single-family homes are required to have a minimum of two (2) parking spaces provided on-site. The development of a single-family residential neighborhood in this area will not have any adverse impacts on nearby portions of the road network, nor will present any parking problems in the vicinity of the property.

I. The extent to which the proposed use would create air pollution, water pollution, noise pollution or other environmental harm.

A stipulation has been added to the preliminary plat stating that the stormwater runoff rate directed to the adjacent school property must match the existing, undeveloped peak runoff rate after development. The proposed development should not create any air pollution, water pollution, noise pollution, or other environmental harm.

J. The economic impact of the proposed use on the community.

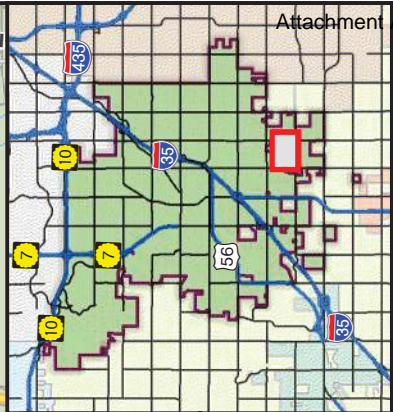
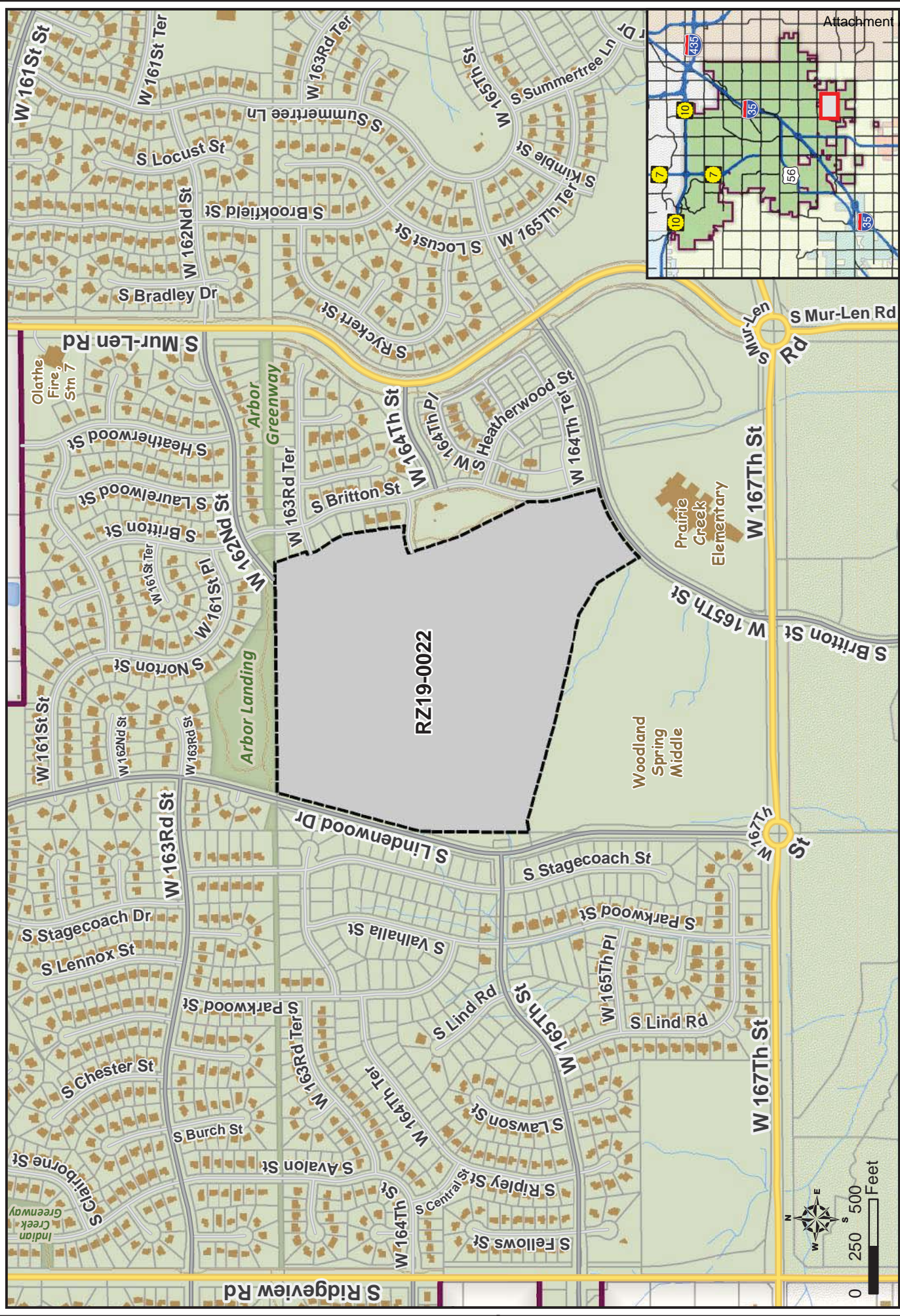
The proposed development would provide an increase in property tax revenues for the City as a result of new homes being constructed.

K. The gain, if any, to the public health, safety and welfare due to the denial of the application as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.

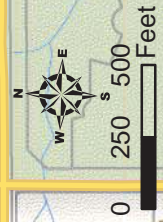
The proposed rezoning to R-1 does not pose a threat to the public health, safety and welfare of the City. There was a previous proposal for single-family residential development on the subject property, but the property has never been developed. Denial of this application could be considered a hardship to the property owner.

12. Staff Recommendation:

- A. Staff recommends approval of RZ19-0022, Stonebridge Village, for the following reasons:
 - 1. The proposed development complies with the policies and goals of the Comprehensive Plan for Housing and Land Use (Principles HN-2.2 and LUCC-6).
 - 2. The requested rezoning to R-1 district meets the Unified Development Ordinance (UDO) criteria for considering zoning applications.
- B. Staff recommends approval of the rezoning to the R-1 district as presented, with no stipulations.
- C. The following stipulations apply to the preliminary plat for the R-1 district:
 - 1. A final plat must be approved and recorded prior to issuance of building permits.
 - 2. The stormwater runoff rate directed to the USD 230 property must match the existing, undeveloped peak runoff rate after the Stonebridge Property is developed. Detailed calculations will be required with the street and storm sewer public improvements.
 - 3. A 5-foot wide concrete sidewalk must be constructed with the first phase in Tract F, along the north side of W. 165th Street, tying into the sidewalk at the adjacent property line of Woodland Spring Middle School and extending northeasterly to S. Britton Street.
 - 4. Landscaping provided in each common tract will be identified on a landscape plan submitted with the final plat for each respective phase of development.
 - 5. Final plats must include a Tree Preservation Easement (TP/E) along the northern property line, as identified on the preliminary plat.
 - 6. As required by the *UDO*, all exterior mechanical equipment or utility cabinets located within front yards or corner lots must be screened from public view with landscaping.
 - 7. Prior to approval of a final plat for Phase 2, a revised street tree plan must be provided showing street trees in front of Lots 57 and 58.
 - 8. Street names must be finalized and provided prior to recording the final plat.



STONEBRIDGE VILLAGE
RZ19-0022



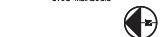
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PLANNING
ENGINEERING
IMPLEMENTATION



Attachment A

CITY OF OLATHE

Property Owner Notification Letter


Case No. RZ19-0022

Dear Property Owner:

This is to notify you that a public hearing will be held at the Olathe City Hall Council Meeting room at 100 E. Santa Fe, Olathe, Kansas, to consider a **rezoning** request from RP-1 and R-1 (present zoning) to R-1 (proposed zoning) and **Preliminary Plat**, on the following described tract of land:

All that part of the Southeast Quarter and part of the Southwest Quarter of Section 18, Township 14 South, Range 24 East, in the City of Olathe, Johnson County, Kansas, more particularly described as follows:

Commencing at the Southwest corner of the Southeast Quarter of said Section 18; thence N 1°41'02" W, along the West line of the Southeast Quarter of said Section 18 and also along the Westerly plat line of WOODLAND SPRING MIDDLE SCHOOL, a platted subdivision of land in the City of Olathe, Johnson County, Kansas, a distance of 948.74 feet; thence Northwesterly, continuing along the Westerly plat line of said WOODLAND SPRING MIDDLE SCHOOL, on a curve to the left, said curve being tangent to the last described course and having a radius of 600.00 feet, an arc distance of 186.57 feet; thence N 19°30'00" W, continuing along the Westerly plat line of said WOODLAND SPRING MIDDLE SCHOOL, a distance of 187.38 feet to the Northwest plat corner of said WOODLAND SPRING MIDDLE SCHOOL, said point also being the Point of Beginning; thence continuing N 19°30'00" W, a distance of 4.03 feet; thence Northerly, on a curve to the right, said curve being tangent to the last described course and having a radius of 600.00 feet, an arc distance of 340.34 feet; thence N 13°00'00" E, a distance of 380.76 feet to a point on the West line of the Southeast Quarter of said Section 18; thence continuing N 13°00'00" E, a distance of 668.14 feet to a point on the North line of the Southeast Quarter of said Section 18, said point also being on the South plat line of ARBOR RIDGE, 3RD PLAT, a platted subdivision of land in the City of Olathe, Johnson County, Kansas; thence N 87°27'20" E, along the North line of Southeast Quarter of said Section 18 and along the South plat line of said ARBOR RIDGE, 3RD PLAT, a distance of 1,249.95 feet to the Northwest plat corner of COFFEE CREEK MEADOWS, 1ST PLAT, a platted subdivision of land in the City of Olathe, Johnson County, Kansas; thence along the Westerly plat line of said COFFEE CREEK MEADOWS, 1ST PLAT, for the following eleven (11) courses; thence S 20°15'00" E, a distance of 178.74 feet to a point on the Northerly right-of-way line of 163rd Terrace, as now established; thence S 69°48'00" W, along the Northerly right-of-way line of said 163rd Terrace, a distance of 14.38 feet; thence S 20°12'00" E, a distance of 50.00 feet to a point on the Southerly right-of-way line of said 163rd Terrace; thence S 36°00'00" E, a distance of 102.60 feet; thence S 30°00'00" E, a distance of 59.86 feet; thence S 13°20'00" E, a distance of 60.90 feet; thence S 10°06'00" E, a distance of 273.33 feet to a point on the Northerly right-of-way line of 164th street, as now established; thence along the Northerly right-of-way line of said 164th Street, for the following three (3) courses; thence N 84°00'00" W, a distance of 10.86 feet; thence Westerly on a curve to the left, said curve being tangent to the last described course and having a radius of 225.00 feet, an arc distance of 99.75 feet; thence S 70°38'00" W, a distance of 38.00 feet; thence S 19°24'00" E, a distance of 50.00 feet to a point on the Southerly right-of-way line of said 164th Street, said point also being the Northwest plat corner of COFFEE CREEK MEADOWS, 2ND PLAT, a platted subdivision of land in the City of Olathe, Johnson County, Kansas; thence along the Westerly plat line of said COFFEE CREEK MEADOWS, 2ND PLAT, for the following four (4) courses; thence S 20°15'00" E, a distance of 225.00 feet; thence S

SHEET <div style="font-size: 2em; font-weight: bold;">1</div> OF 1	PROJECT NO. 190514	No.	Date	Revisions	By	App.	<div style="font-size: 1.2em; font-weight: bold;">PRELIMINARY PLAT</div> STONEBRIDGE VILLAGE CITY OF OLATHE, JOHNSON COUNTY, KANSAS 167TH STREET AND LINDENWOOD DRIVE		PE PLANNING ENGINEERING SURVEYING DESIGN	PE PLANNING ENGINEERING SURVEYING DESIGN
	DATE: 8-2-19									
	DRAWN: JMS									
	CHECKED: JMS									
	APPROVED: JMS									

Meeting Minutes
Stonebridge Village
October 7, 2019

The Meeting started a 6:05 p.m.

A sign-up sheet was used to record those neighbors in attendance. See attached

Harold Phelps, P.E., Brian Rodrock and Jeff Gifford represented the applicant.

The initial presentation was presented by Harold Phelps.

Harold informed the neighbors that everyone within 500 feet of the property was invited to this neighborhood meeting. Others within 200 foot would receive an additional notice of the public hearing to be held at the planning commission on October 28th.

Harold presented the existing approved plan and indicated that the area consisted of 57 acres that is currently approved for 248 single family homes at a density of 4.31 units per acre. It was explained that Brian and Jeff had purchased the property from Darol Rodrock in December of 2018. Brian and Jeff has made a decision to move the proposed villa product from this location to a location south of 167th and east of Mur-Len and develop this property as "standard residential R-1". Single family residential would provide a more typical residential that would be more conducive to the location of the new Spring Hill middle and elementary schools. This product would provide for more of a school aged, family oriented, environment. The new layout would provide for better connectivity and not have the disconnected street pattern that exist on the approved plan. The revised plan consisted of 168 lots with a density of 2.9 lots per acre.

It was indicated that these lots would have access to the existing four community centers and that no new amenity facilities were planned for this area. It was noted that there is an existing clubhouse and swimming pool immediately adjacent to this proposed project.

The landscape plan was presented indicating street trees that meet the city requirements. Brian noted that we were requesting that the utilities on the north side of the project be allowed to be front yard services to save the trees along the existing Arbor Landing Park.

The five phases of the project were covered with an indication that the project timeline was projected to start in 2020 and be completed in about 5 years.

An explanation of the protest petition was provided. The neighbors were informed that a protest petition does not kill the project but rather requires the City Council to approve with a super majority rather than a simple majority.

Several Questions were asked:

How would the new streets connect to the existing streets? One of the property owners came to the board and Harold indicated the connection to the existing streets.

What will the price of the proposed houses be? Harold responded that we have indicated to the City that the price of the houses will be in \$390-430,000.

There was a specific question about how the drainage would be dealt with behind Lot 43 in Coffee Creek Meadows? Specifically, how would he be assured that they would not have a drainage problem in the future? Harold assured him that when the street and storm sewer plans were prepared that this area would be reviewed. It appears from the existing contour map that there is about a four-foot drop from his property to the undeveloped property. Harold indicated that it is most likely that a swale would be placed in the rear yards of the proposed lots and the that water in this area would actually be reduced by the construction of the proposed streets and stormwater improvements. Brian indicated that this is why an engineer is hired to prepare the plans and obtain approval from the City before construction.

There was also a question about the cottonwood trees that have grown in the existing ditch behind Lot 43 and whether or not they would be saved? It is unlikely that these voluntary trees will be saved as the lots and swales are graded for the proposed stormwater. The neighbor then asked about saving a Mulberry tree that is on the property line. Harold indicated that if it is on the property line it is most likely that it would be preserved. Jeff Gifford indicated that they try to save as many trees as possible.

The presentation ended at 6:40 p.m. and we left the clubhouse at 7:00 p.m.

**Stonebridge Village
Olathe, KS
Public Meeting
October 7, 2019 6:00 - 7:00 pm
SIGN-IN SHEET**

[illegible]



Spring Hill

SCHOOL DISTRICT

BOARD OF EDUCATION OFFICE

101 E. South Street • Spring Hill, KS 66083-8514

Phone: 913.592.7200 • Fax 913.592.7270

Facebook.com/springhillusd230

Web site: www.usd230.org

Olathe Planning Department
Attention: Zach Moore
100 E Santa Fe St.
Olathe, KS 66061-3409

Re: Stonebridge Village Rezoning Request RZ19-0022

Dear Olathe Planning Staff and Planning Commission:

The Spring Hill School District has a few comments related to the rezoning request for Stonebridge Village. When the district designed Woodland Spring Middle School (located south of the proposed zoning changes), it was done based on the 2013 master plan for the area; this included a trail along our northern property line. Our plans included future connections to this trail from our site. The district does recognize that changes to design are sometimes required to meet the consumer needs and/or development changes. However, due to the fact that the trail is no longer part of the plan, the district is requesting that a safe pedestrian path be developed between Lindenwood and 165th Street, as well as within the proposed subdivision. The proposed path between the cul-de-sacs appear to address a portion of the need. However, we are requesting that a connection between 164th Terrace and 165th Street be identified. Additionally, we would like to ensure there is a plan to complete the sidewalk along 165th Street.

The other area of concern is the runoff water along Woodland Spring's northern boundary. During construction of Woodland Spring, the district had to adjust our design to address runoff water from the proposed rezoning area. The district is requesting there be a plan to address the runoff from this subdivision to ensure the amount of water flowing onto our property is maintained and/or reduced.

Thanks for your consideration and attention to these concerns.

Sincerely,

Phil Elliott & Tim Meek
Spring Hill USD230



Planning Division

MINUTES

Planning Commission Meeting: October 28, 2019

Application:	<u>RZ19-0022:</u> Rezoning from R-1 and RP-1 to the R-1 District and preliminary plat for Stonebridge Village
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Zachary Moore, Planner II, presented a request to rezone approximately 57 acres in south Olathe from R-1 and RP-1 District to R-1 District, to allow for a single-family home subdivision. He presented an aerial of the property, noting schools nearby. He further noted right-of-way for the future Lindenwood Drive, and existing subdivisions to the east, and future subdivisions to the west. There is also a city park to the north of the subject property. He then provided a view of the existing zoning of the site and a Future Land Use Map of the subject property. Surrounding areas are identified as Conventional Neighborhood and secondary greenway. The proposed rezoning conforms with the land use map designation as set forth in the Comprehensive Plan.

Mr. Moore reported that a neighborhood meeting was held on October 7th, attended by eight residents. Topics of discussion included street connections, home values, drainage, and tree preservation on site. Staff has received correspondence from the Spring Hill School District, who expressed concern about missing sidewalk links along 165th Street, and concerns with stormwater drainage in the area. Staff has included recommended stipulations that address both concerns.

Mr. Moore presented the preliminary plat proposing 168 lots to be built out in five phases, resulting in a density of approximately three units per acre. The applicant is providing connectivity to future and existing streets in six locations. The preliminary plat complies with the City's Transitional Lot Policy Standards, and sidewalks are provided on one side of all local streets with increased connectivity provided with a west-to-east connection between two lots, to make it easier for students walking to school. The applicant is also providing a 15-foot tree preservation easement at the north of the property. Staff is recommending that the applicant provide a 430-foot long, five-foot wide concrete sidewalk at the time of construction of the Phase 1 to complete a missing sidewalk link. Mr. Moore stated the sidewalk connection is being provided because it further aligns with goals and policies of PlanOlathe, and because it provides safety for students attending nearby schools.

Mr. Moore stated that rezoning to the R-1 follows Comprehensive Plan goals for housing and land use, and staff recommends approval of the rezoning and preliminary plat.

Chair Vakas opened the public hearing and asked the applicant to come forward. **John Duggan, 9101 West 110th Street, Suite 200, Overland Park**, approached the podium, representing Stonebridge Land and Cattle Company, LLC. He said they agree with staff completely, except for one issue with the sidewalk. He stated that the sidewalk was required to be completed upon annexation, as mandated by the City's annexation policy. He said the City annexed the public right-of-way and the school site and did not finish the sidewalk as required. Now, the developer is being asked to fix this problem. The developer said they would install the sidewalk, although they are not financially responsible to do so. He said he contacted the City's attorney prior to tonight's meeting to work the problem out, but was unsuccessful. The applicant

proposes installing a temporary asphalt sidewalk for the next few years, at their expense, until such time as they are ready to build Phase 3. At that time, they will put in the berm, tear out the temporary sidewalk, and install a five-foot wide concrete sidewalk, all at their expense. He said City staff said no. Mr. Duggan is asking that the Planning Commission approve this project with a change in stipulation to reflect that the applicant will immediately install a temporary asphalt sidewalk in the public right-of-way, until such time as they are ready to begin Phase 3 in the adjacent area.

Chair Vakas opened the public hearing. **Comm. Fry** asked staff to address the proposed asphalt sidewalk. **Mr. Moore** said staff does not intend for the applicant to construct a public sidewalk in a private landscape tract. He recommends changing the language to “adjacent to Tract F.” He deferred further comments to Public Works. **Aimee Nassif, Chief Planning and Development Officer** said staff was aware of the problem with the stipulation. Also, when sites don’t meet UDO or Comprehensive Plan requirements or expectations, they wait for opportunities such as this to address the problem. She said maintaining an asphalt trail is more difficult, as well as it’s not as safe for ADA compliance or for children walking to school.

Chet Belcher, Transportation Manager, said that it is common practice to build a sidewalk to property, which is where the mistake was made. He noted that 167th and 165th Streets have 12 children crossing the street during peak hours. There need to be 25 children crossing in order to qualify for a school crossing guard.

Comm. Fry asked about using asphalt versus concrete. **Mr. Belcher** said once the sidewalk goes in, there’s no reason it should be torn out. He does not understand the advantage of using asphalt, which they do not maintain. **Ms. Nassif** added that there is no timeline of when this phase would be developed. If asphalt is allowed, it could be many years before it is removed and replaced. She believes it makes more sense for realizing quality of life initiatives and strategies, and now is the best opportunity for the sidewalk. **Mr. Duggan** feels no one is addressing the fact that this is not the developer’s problem, but rather something that the school district – as the prior property owner – didn’t finish before it was annexed. He again said finishing the sidewalk is not their responsibility. Also, there are no streetlights on this street, which are required on collector roads. He also said there are utilities along that street. **Comm. Fry** asked if asphalt is put in now, is there some way to make sure that it is concreted by the time Phase 3 is developed. **Ms. Nassif** stated that the UDO requires a sidewalk in R-1 District zoning. **Mr. Belcher** agreed with **Ms. Nassif**. **Chair Vakas** asked if it makes sense to allow an asphalt sidewalk with a time limit. **Mr. Belcher** does not think so. Once it is installed, it becomes the City’s property. In his opinion, the cost of installing and removing asphalt is a complete throw-away.

Chair Vakas asked for the status of street lights. **Mr. Belcher** said he could explore that possibility and come back to the Planning Commission in four weeks to talk about that. **Chair Vakas** asked if this matter needs to be continued. **Ms. Nassif** said staff is not stipulating anything about lighting at this time, but they can vet that internally and communicate with the applicant directly.

Comm. Freeman asked if sidewalks have to be concrete per the UDO. **Ms. Nassif** said five-foot wide concrete sidewalks are required.

Comm. Nelson asked **Mr. Moore** to clarify the design of the cul-de-sac on 163rd Terrace and whether there was thought given to putting a home in rather than green space. **Mr. Moore** said the City would prefer to have green space along Lindenwood. Landscaping is required in the tracts along collector roadways. **Comm. Nelson** asked if there is an intent to connect the road to Lindenwood. He is thinking from a safety or future planning perspective what could be located there. **Mr. Moore** does not believe many drivers would want to make that connection, although fencing could be included there, as well, to deter a driver.

Comm. Corcoran asked if all the school district's concerns have been addressed, including the sidewalk connection. **Mr. Moore** said they have, and said the school district is happy with the stipulations staff has recommended. **Chair Vakas** called for a motion to close the public hearing.

Motion to close the public hearing was made by Comm. Nelson and seconded by Comm. Allenbrand.

Motion passed 9-0.

Chair Vakas does not want to put the developer in the position of building a concrete sidewalk that has to be repaired. **Mr. Belcher** agreed. Staff believes this is the best way to move forward.

Mr. Duggan re-approached the podium. He said his client believes that if the City is so confident there will never be any repairs to it, they are happy to put concrete in one time only, and if something happens, the City can repair it.

Mr. Munoz asked if the developer is required to fix the sidewalk if it is damaged. **Mr. Belcher** said that whoever breaks it is responsible to fix it.

Motion to recommend RZ19-0022 for approval as stipulated was made by Comm. Corcoran and seconded by Comm. Allenbrand, for the following reasons:

1. The proposed development complies with the policies and goals of the Comprehensive Plan for Housing and Land Use (Principles HN-2.2 and LUCC-6).
2. The requested rezoning to R-1 district meets the Unified Development Ordinance (UDO) criteria for considering zoning applications.

Comm. Corcoran's motion included recommending approval of the rezoning to the R-1 district as presented, with no stipulations.

Comm. Corcoran's motion included recommending that the following stipulations be addressed with the final plat:

1. A final plat must be approved and recorded prior to issuance of building permits.
2. The stormwater runoff rate directed to the USD 230 property must match the existing, undeveloped peak runoff rate after the Stonebridge Property is developed. Detailed calculations will be required with the street and storm sewer public improvements.
3. A 5-foot wide concrete sidewalk must be constructed with the first phase in **adjacent to** Tract F, along the north side of W. 165th Street, tying into the sidewalk at the adjacent property line of Woodland Spring Middle School and extending northeasterly to S. Britton Street.
4. Landscaping provided in each common tract will be identified on a landscape plan submitted with the final plat for each respective phase of development.
5. Final plats must include a Tree Preservation Easement (TP/E) along the northern property line, as identified on the preliminary plat.
6. As required by the *UDO*, all exterior mechanical equipment or utility cabinets located within front yards or corner lots must be screened from public view with landscaping.
7. Prior to approval of a final plat for Phase 2, a revised street tree plan must be provided showing street trees in front of Lots 57 and 58.

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8. Street names must be finalized and provided prior to recording the final plat.

Aye: Youker, Sutherland, Freeman, Nelson, Allenbrand, Fry, Munoz, Corcoran, Vakas (9)

No: (0)

Motion was approved 9-0.

ORDINANCE NO. 20-07

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OLATHE, KANSAS, AS ADOPTED BY REFERENCE IN SECTION 18.20.030 OF THE OLATHE UNIFIED DEVELOPMENT ORDINANCE; FURTHER AMENDING SAID SECTION 18.20.030 BY REINCORPORATING SUCH MAP AS AMENDED.

WHEREAS, Rezoning Application No. RZ19-0022 requesting rezoning from R-1 and RP-1 to the R-1 (Residential Single-Family) District was filed with the City of Olathe, Kansas, on the 6th day of September 2019; and

WHEREAS, proper notice of such rezoning application was given pursuant to K.S.A. 12-757 and Chapter 18.40 of the Olathe Unified Development Ordinance; and

WHEREAS, a public hearing on such application was held before the Planning Commission of the City of Olathe, Kansas, on the 28th day of October 2019; and

WHEREAS, said Planning Commission has recommended that such rezoning application be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OLATHE, KANSAS:

SECTION ONE: That the Zoning Map of the City of Olathe, Kansas, is hereby ordered to be amended insofar as the same relates to certain parcels of land legally described as:

All that part of the Southeast Quarter and part of the Southwest Quarter of Section 18, Township 14 South, Range 24 East, in the City of Olathe, Johnson County, Kansas, more particularly described as follows:

Commencing at the Southwest corner of the Southeast Quarter of said Section 18; thence N 1°41'02" W, along the West line of the Southeast Quarter of said Section 18 and also along the Westerly plat line of WOODLAND SPRING MIDDLE SCHOOL, a platted subdivision of land in the City of Olathe, Johnson County, Kansas, a distance of 948.74 feet; thence Northwesterly, continuing along the Westerly plat line of said WOODLAND SPRING MIDDLE SCHOOL, on a curve to the left, said curve being tangent to the last described course and having a radius of 600.00 feet, an arc distance of 186.57 feet; thence N 19°30'00" W, continuing along the Westerly plat line of said WOODLAND SPRING MIDDLE SCHOOL, a distance of 187.38 feet to the Northwest plat corner of said WOODLAND SPRING MIDDLE SCHOOL, said point also being the Point of Beginning; thence continuing N 19°30'00" W, a distance of 4.03 feet; thence Northerly, on a curve to the right, said curve being tangent to the last described course and having a radius of 600.00 feet, an arc distance of 340.34 feet; thence N 13°00'00" E, a distance of 380.76 feet to a point on the West line of the Southeast Quarter of said Section 18; thence continuing N 13°00'00" E, a distance of 668.14 feet to a point on the North line of the Southeast Quarter of said Section 18, said point also being on the South plat line of ARBOR RIDGE, 3RD PLAT, a platted subdivision of land in the City of

Olathe, Johnson County, Kansas; thence N 87°27'20" E, along the North line of Southeast Quarter of said Section 18 and along the South plat line of said ARBOR RIDGE, 3RD PLAT, a distance of 1,249.95 feet to the Northwest plat corner of COFFEE CREEK MEADOWS, 1ST PLAT, a platted subdivision of land in the City of Olathe, Johnson County, Kansas; thence along the Westerly plat line of said COFFEE CREEK MEADOWS, 1ST PLAT, for the following eleven (11) courses; thence S 20°15'00" E, a distance of 178.74 feet to a point on the Northerly right-of-way line of 163rd Terrace, as now established; thence S 69°48'00" W, along the Northerly right-of-way line of said 163rd Terrace, a distance of 14.38 feet; thence S 20°12'00" E, a distance of 50.00 feet to a point on the Southerly right-of-way line of said 163rd Terrace; thence S 36°00'00" E, a distance of 102.60 feet; thence S 30°00'00" E, a distance of 59.86 feet; thence S 13°20'00" E, a distance of 60.90 feet; thence S 10°06'00" E, a distance of 273.33 feet to a point on the Northerly right-of-way line of 164th street, as now established; thence along the Northerly right-of-way line of said 164th Street, for the following three (3) courses; thence N 84°00'00" W, a distance of 10.86 feet; thence Westerly on a curve to the left, said curve being tangent to the last described course and having a radius of 225.00 feet, an arc distance of 99.75 feet; thence S 70°38'00" W, a distance of 38.00 feet; thence S 19°24'00" E, a distance of 50.00 feet to a point on the Southerly right-of-way line of said 164th Street, said point also being the Northwest plat corner of COFFEE CREEK MEADOWS, 2ND PLAT, a platted subdivision of land in the City of Olathe, Johnson County, Kansas; thence along the Westerly plat line of said COFFEE CREEK MEADOWS, 2ND PLAT, for the following four (4) courses; thence S 20°15'00" E, a distance of 225.00 feet; thence S 29°00'00" E, a distance of 414.23 feet to a point on the Westerly right-of-way line of Britton Street, as now established; thence along the Westerly right-of-way line of said Britton Street, for the following two (2) courses; thence Southerly, on a curve to the left, said curve having an initial tangent bearing of S 2°53'27" W and a radius of 525.00 feet, an arc distance of 177.68 feet; thence S 16°30'00" E, a distance of 205.38 feet to a point on the Northwesterly right-of-way line of 165th Street, as now established; thence Southwesterly, along the Northwesterly right-of-way line of said 165th Street, on a curve to the left, said curve having an initial tangent bearing of S 71°46'28" W and a radius of 830.00 feet, an arc distance of 426.11 feet to the Northeast plat corner of said WOODLAND SPRING MIDDLE SCHOOL; thence along the Northerly plat line of said WOODLAND SPRING MIDDLE SCHOOL, for the following six (6) courses; thence N 33°51'08" W, a distance of 256.91 feet; thence N 61°30'52" W, distance of 193.15 feet; thence N 79°04'29" W, a distance of 600.21 feet; thence N 78°22'43" W, a distance of 524.37 feet; thence S 77°54'01" W, a distance of 60.46 feet to a point on the West line of the Southeast Quarter of said Section 18; thence continuing S 77°54'01" W, a distance of 87.55 feet to the point of beginning, containing 57.54054 acres. more or less.

Said legally described property is hereby rezoned from R-1 and RP-1 to the R-1 (Residential Single-Family) District.

SECTION TWO: That this rezoning is approved with no stipulations.

SECTION THREE: That Section 18.20.030 of the Unified Development Ordinance, which incorporates by reference the Olathe Zoning Map, is hereby amended by reincorporating by reference the said Zoning Map as it has been amended in Section One of the Ordinance.

SECTION FOUR: That this Ordinance shall take effect from and after its passage and publication as provided by law.

PASSED by the City Council this 17th day of March 2020.

SIGNED by the Mayor this 17th day of March 2020.

Mayor

ATTEST:

City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney