



NOTICE - Per Executive Order No. 20-52 masks are required to enter City Hall. In an effort to follow social distancing guidelines during the COVID-19 pandemic, there is a limited amount of space and chairs available in the Council Chambers to accommodate the public. Members of the public are encouraged to watch the meeting live on-line at [OlatheKS.org/OGN](http://OlatheKS.org/OGN) or at their convenience, once the meeting video is archived within hours of its conclusion.

**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 acquisition of property pursuant to the exception provided in K.S.A. 75-4319(b)(6) regarding the acquisition of property in southwest Olathe.

**Staff Contact:** Ron Shaver

- B. For preliminary discussions related to acquisition of property pursuant to the exception provided in K.S.A. 75-4319(b)(6) regarding the Downtown Streets Improvement Project, PN 3-R-001-21.

**Staff Contact:** Ron Shaver

**3. RECONVENE FROM EXECUTIVE SESSION**

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

**5. PLEDGE OF ALLEGIANCE**

**6. SPECIAL BUSINESS**

- A. Proclamation designating February as Black History Month.

**Staff Contact:** Liz Ruback

**7. CONSENT AGENDA**

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

- A. Consideration of approval of the City Council meeting minutes of January 19, 2021.  
**Staff Contact:** Brenda Long
- B. Consideration of a cereal malt beverage license application for the calendar year 2021.  
**Staff Contact:** Brenda Long
- C. Consideration of a new drinking establishment application for La Hacienda and renewal applications for Hira's Steak and Sushi and Fuzzy's Taco Shop.  
**Staff Contact:** Brenda Long
- D. Consideration of Resolution No. 21-1013 authorizing indemnification and defense for the City Manager in the matter of Cedar Creek Development Company, LLC, et al., v. City of Olathe, et al.  
**Staff Contact:** Ron Shaver and Chris Grunewald
- E. Request for the acceptance of the dedication of land for public easements and public street right-of-way for a final plat for Crestone (FP20-0027) containing two (2) lots and three (3) common tracts on approximately 13.9 acres; located at the northeast corner of W. 119th Street and S. Sunnybrook Boulevard. Planning Commission approved the plat 9 to 0.  
**Staff Contact:** Aimee Nassif and Kim Hollingsworth
- F. Consideration of Consent Calendar.  
**Staff Contact:** Mary Jaeger and Beth Wright
- G. Consideration of Resolution No. 21-1014 authorizing the Santa Fe, Ridgeview to Mur-Len, Preliminary Engineering Project, PN 3-C-025-18; and repealing Resolution 19-1018.  
**Staff Contact:** Mary Jaeger and Beth Wright
- H. Consideration of Resolution No. 21-1015 authorizing the 119th Street, Woodland to Northgate, Improvements Project, PN 3-C-024-21.  
**Staff Contact:** Mary Jaeger and Beth Wright
- I. Consideration of Professional Services Agreement with HDR Engineering, Inc., for design services for the 119th Street, Woodland to Northgate, Improvements Project, PN 3-C-024-21.  
**Staff Contact:** Mary Jaeger and Beth Wright

- J.** Consideration of Engineer's Estimate, acceptance of bids and award of contract to Phoenix Concrete, LLC for construction of the 2021 Local and Collector Street Mill and Overlay Project - Group A, PN 3-P-004-21.  
**Staff Contact:** Mary Jaeger and Beth Wright
- K.** Consideration of a Professional Services Agreement with Affinis Corp., for design of the Stagecoach and Sleepy Hollow Stormwater Improvements Project, PN 2-C-011-20.  
**Staff Contact:** Mary Jaeger and Beth Wright
- L.** Consideration of a Master Agreement for Professional Services with TREKK Design Group, LLC for design of the 2021 and 2022 Sanitary Sewer Rehabilitation Project, PN 1-R-000-21 & 1-R-000-22.  
**Staff Contact:** Mary Jaeger and Beth Wright
- M.** Consideration of renewal of contract with Overhead Door Company for door repair and replacement services.  
**Staff Contact:** Mary Jaeger and Beth Wright
- N.** Consideration of renewal of contract with Core & Main for the purchase of Sensus water meters.  
**Staff Contact:** Mary Jaeger and Beth Wright
- O.** Consideration of renewal of contract to Gerken Rent-All for portable restroom rental services for the Parks & Recreation and Public Works Departments.  
**Staff Contact:** Mary Jaeger, Brad Clay and Dianna Wright
- P.** Consideration of renewal of contract to AdventHealth Centra Care: Corporate Care to provide pre-employment physicals and workers compensation services.  
**Staff Contact:** Dianna Wright, Jeff DeGraffenreid and Erin Vader

**8. NEW CITY COUNCIL BUSINESS**

**9. END OF TELEVISED SESSION**

**10. GENERAL ISSUES AND CONCERNS OF CITIZENS**

**11. CONVENE FOR PLANNING SESSION**

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

**A. REPORTS**

1. Report on the authorization of the 2022 Street Reconstruction Program, PN 3-R-000-22.

**Staff Contact:** Mary Jaeger and Beth Wright

## **B. DISCUSSION ITEMS**

1. Discussion of the 2021 Downtown Outdoor Sculpture Exhibit. (15 min)

**Staff Contact:** Brad Clay and Renee Rush

## **12. ADDITIONAL ITEMS**

## **13. ADJOURNMENT**

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# PROCLAMATION

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

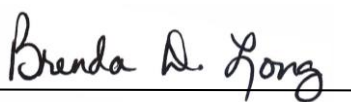
**NOW, THEREFORE,** I, John Bacon, Mayor of the City of Olathe, do hereby proclaim the month of February 2021, as

## BLACK HISTORY MONTH

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

In witness whereof, I have hereunto set my hand and caused the seal of the City of Olathe to be affixed this second day of February, 2021.

  
\_\_\_\_\_  
John W. Bacon, Mayor

  
\_\_\_\_\_  
Brenda D. Long, City Clerk



# City of Olathe

## COUNCIL AGENDA ITEM

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**MEETING DATE:** 2/2/2021

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**FOCUS AREA:** Exceptional Services

**STAFF CONTACT:** Brenda Long

**SUBJECT:** Consideration of approval of the City Council meeting minutes of January 19, 2021.

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**ITEM DESCRIPTION:**

Consideration of approval of the City Council meeting minutes of January 19, 2021.

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**SUMMARY:**

Attached are the City Council meeting minutes of January 19, 2021 for Council consideration of approval.

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**FINANCIAL IMPACT:**

None

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**ACTION NEEDED:**

Approval of the City Council meeting minutes of January 19, 2021.

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**ATTACHMENT(S):**

- A. 01-19-2021 Council Minutes



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**1. CALL TO ORDER**

**Present:** Brownlee, Campbell, McCoy, Bacon, Vogt, and Gilmore  
**Absent:** Mickelson

Others in attendance were City Manager Michael Wilkes, Deputy City Manager, Susan Sherman and City Attorney, Ron Shaver.

**2. EXECUTIVE SESSION**

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

- A.** For preliminary discussions related to acquisition of property pursuant to the exception provided in K.S.A. 75-4319(b)(6) regarding Santa Fe Street, Ridgeview to Mur-Len Improvements Project, PN 3-C-025-18. Motion by Campbell, seconded by Vogt, to recess into an executive session for preliminary discussions related to acquisition of property pursuant to the exception provided in K.S.A. 75-4319(b)(6) regarding Santa Fe Street, Ridgeview to Mur-Len Improvements Project, PN 3-C-025-18. The motion carried by the following vote:

**Yes:** Brownlee, Campbell, McCoy, Bacon, Vogt, and Gilmore  
**Absent:** Mickelson

Councilmember Mickelson arrived at 6:39 and joined the Executive Session.

**3. RECONVENE FROM EXECUTIVE SESSION**

Motion by Campbell, seconded by Vogt, to authorize staff to proceed with the strategies as discussed with and directed by the Governing Body. The motion carried with the following vote:

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

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

**5. PLEDGE OF ALLEGIANCE**

**6. SPECIAL BUSINESS**

- A.** Consideration of Resolution No. 21-1003 appointing members to the Planning Commission.  
Chief Planning Officer, Aimee Nassif, introduced Robin Essex and Wayne Janner and presented each with a certificate of appointment.  
Motion by Campbell, seconded by Vogt, to approve Resolution No. 21-1003. The motion carried by the following vote:  
**Yes:** Brownlee, Campbell, Mickelson, McCoy, Bacon, Vogt, and Gilmore
- B.** Consideration of Resolution No. 21-1004 appointing and reappointing members to the Persons with Disabilities Advisory Board.  
Mayor Bacon introduced and recognized Chairman Mark Gash for being reappointed to the Persons with Disabilities Advisory Board.  
Mr. Gash introduced Ray Ramirez and Kim Washington and presented each with a certificate of reappointment. Mr. Gash also introduced Amanda Honaker as a new appointee to the board and presented her certificate.  
Motion by Campbell, seconded by Vogt, to approve Resolution No. 21-1004. The motion carried by the following vote:  
**Yes:** Brownlee, Campbell, Mickelson, McCoy, Bacon, Vogt, and Gilmore
- C.** Presentation of ABC Heart of America Chapter Best Public Works/Environmental Project Award.  
Environmental Services Manager, John Gilroy and Water Production Operations Manager, Lorrie Hill, accepted an award from ABC Heart of America for the improvement project at the Water Treatment Plant.

## **7. PUBLIC HEARINGS**

- A.** Consideration of Public Hearing on the establishment of special assessments for the Lindenwood 163rd to 167th Benefit District for Street and Storm Sewer improvements.  
Economy Focus Area Director, Dianna Wright, gave a presentation regarding the benefit district.  
Councilmember McCoy asked for some specifics regarding the monthly cost for the property owners. Ms. Wright provided the answer.

Bob Gast, 16405 S. Parkwood Street, spoke in opposition to levying the assessments.

Mayor Bacon asked Ms. Wright to explain a about the disclosure that is required by State statute in closing documents.

Councilmember Campbell asked about the interest rate and Ms. Wright said they won't know until the bonds are issued.

Daniel Gremillion, 16413 S. Parkwood Street, spoke in opposition to levying the assessments.

Councilmember Campbell said he wanted to respond and said he understood the surprise but the cost of growth should pay for itself.

Marissa Easter, 17772 W. 163rd Terrace, spoke in opposition to levying the assessments.

Andrew Dilda, 18050 W. 164th Terrace, spoke in opposition to levying the assessments.

Jeff Harris, 17777 W. 163rd Terrace, spoke in opposition to levying the assessments.

Kasey Haverkamp, 17922 W. 164th Terrace, spoke in opposition to levying the assessments.

Tony Lokaphone, 16459 S. Parkwood Street, spoke in opposition to levying the assessments.

Tara Gillett, 17878 W. 164th Terrace, spoke in opposition to levying the assessments.

Phillip Senour, 16430 S. Valhalla Street, spoke in opposition to levying the assessments.

Motion by Campbell, seconded by Vogt, to close the public hearing. The motion carried by the following vote:

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

- B.** Consideration of Ordinance No. 21-05 establishing the special assessments for Lindenwood 163rd to 167th Benefit District for Streets and Storm Sewer improvements.

Councilmember Mickelson asked when this benefit district was established. Ms. Wright said it was created in 2017. She said there was a maximum cost approved and it cannot exceed that amount. Mr. Mickelson asked when the project had been completed and Ms. Wright said it was the end of 2020.

Councilmember Mickelson asked if the streetlights had been installed and Transportation Manager, Chet Belcher, said they were and they are operational.

Councilmember Brownlee asked about how the area is determined and Ms. Wright explained that it is done at the time of the petition and people could potentially have neighbors who are not included in the benefit district. Ms. Brownlee asked about the repayment term and the interest rate. Ms. Wright said the interest is based on the when the bonds are sold but expected it to be the lowest possible rate. Ms. Brownlee asked if the notification letter could be improved and Ms. Wright said they would look at options. Ms. Brownlee asked if there were other opportunities to make this information more readily available to residents and Ms. Wright said it is recorded and should be with the title records. She said they are also exploring ways to expand the information on the City's website. Ms. Brownlee asked about sending annual notices.

Councilmember McCoy related an experience where he was unsure about wording in a closing document and said he empathized with the residents and would like to explore options on how to make the information more available.

Councilmember Vogt said she had many of the same concerns and wondered why there were discrepancies in the assessments. Ms. Wright said each parcel is assessed according to size. Ms. Vogt said she wanted more transparency and asked about the highest

estimate being provided at closing and wondered if that information would have been available. Ms. Wright said the information would have been required in the closing documents and would have reflected the maximum.

Councilmember Vogt asked if 30 days to pay was typical and Ms. Wright said there needed to be a set cut off date established to be able to prepare for the financing. Ms. Vogt pointed out that another way is for the developer to pay for the improvements and then charge it to the lot when they are sold. Ms. Vogt asked how many benefit districts there are and Ms. Wright said there are currently 24.

City Manager, Michael Wilkes, said they had moved away from residential benefit districts in 2018. He said they still do it on commercial development.

Councilmember Vogt said they recognize how difficult it can be.

Councilmember Campbell said he understood that 10 years was standard, but wondered what the impact would be by stretching it to 15 years. Ms. Wright said there would be no substantial impact. She said they could make a motion to amend the ordinance and the letters to the residents would reflect they could pay all at once or in portions.

Councilmember Gilmore asked if there was any flexibility to the 30 day payment option. Ms. Wright said they could establish a different time frame and it could be paid off at any point. Mr. Gilmore asked if the current 24 benefit districts reflected a combination of commercial and residential and Ms. Wright said it did. Mr. Gilmore said he understood the pain the residents felt since they were unaware of the liability attached to their property and encouraged the Council to explore options.

City Manager Wilkes said at this point in time they either make it a benefit district or make it a city at large improvement and include the cost in the CIP.

Councilmember Gilmore suggested finding ways to provide more notice through the process. Mr. Wilkes said there are usually signs in the area in addition to the information being disclosed in the title work during the sale of a home. He said the process could be evaluated to make sure it works better.

Councilmember Mickelson said he was committed to working toward more transparency with this issue. He said he liked the idea of having more information available on the City's website. He also said he supported changing the repayment term from 10 years to 15 years.

Mayor Bacon asked about making sure the residents were informed of their cost instead of using an average and Ms. Wright said the letters to the residents gave the specific cost for their parcel. Mr. Bacon said he supported more communication before the project is completed.

Motion by Campbell, seconded by Vogt, to approve an amended Ordinance No. 21-05, changing the repayment term from 10 years to 15 years. The motion carried with the following vote:

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

## **8. CONSENT AGENDA**

Councilmember McCoy asked for item I to be removed from the consent agenda and be considered separately.

Councilmember Vogt asked for item P to be removed from the consent agenda and be considered separately.

Motion by Campbell, seconded by Vogt, to approve the consent agenda with the exception of items I and P. The motion carried with the following vote:

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

### **A. Consideration of approval of the City Council meeting minutes of January 5, 2021.**

Approved



- B.** Consideration of a cereal malt beverage license application for the calendar year 2021.  
Approved
- C.** Consideration of a new drinking establishment application for E&R Services, Inc. d/b/a El Maviri.  
Approved
- D.** Consideration of a renewal of Addendum to the Interlocal Cooperation Agreement between the Olathe Public Library and the Johnson County Library for automated circulation, customer and bibliographic services.  
Approved
- E.** Request for the acceptance of the dedication of land for public easements and public street right-of-way for a final plat of Bach Homes, First Plat (FP20-0025) containing three (3) lots and three (3) common tracts on approximately 17.3 acres; located at the southwest corner of W. 127th Street and S. Mur-Len Road. Planning Commission approved the plat 7-0.  
Approved
- F.** Request for the acceptance of the dedication of land for public easements and public street right-of-way for a final plat of Parkview Townhomes, 3rd Plat (FP20-0026) containing six (6) common tracts on approximately 5.2 acres; located at the northwest corner of S. Aurora Street and W. Harold Street. Planning Commission approved the plat 6 to 0.  
Approved
- G.** Consideration of Consent Calendar.  
Approved
- H.** Consideration of Change Order No. 1 to the agreement with Crossland Construction, Inc. for construction of the Fire Training Center Improvements Project, PN 6-C-004-13.  
Approved
- I.** Consideration of Engineer's Estimate, acceptance of bids and award of contract to Gunter Construction Company for the Hedge Lane Lift Station Project, PN 1-L-001-20.  
Councilmember McCoy asked that item I be removed from the consent agenda and be considered separately. He asked questions about how projects like this one was chosen.

Assistant City Engineer, Nate Baldwin, said yearly inspections were performed and were used to determine what was needed.

Mr. McCoy asked what the normal life span of the lift station is and Mr. Baldwin said it is expected to last 30-35 years.

Motion by Campbell, seconded by Vogt, to approve item I. The motion carried by the following vote:

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

- J.** Consideration of Engineer's Estimate, acceptance of bids and award of contract to VF Anderson Builders, LLC for construction of the Downtown Streets Improvement Project (Phase 2), Spruce Street: Kansas to Mill Creek, Chestnut Street: Santa Fe to Poplar, Cherry Street: Spruce to Mill Creek, PN 3-R-001-21.

Approved

- K.** Consideration of bid and award of project to Crossland Heavy Contractors for construction of the Johnson County Wastewater Flow Measurement Flume Project, PN 1-C-015-20.

Approved

- L.** Consideration of Resolution No. 21-1005 authorizing the 2021 Miscellaneous ADA Sidewalk Repair and Replacement Project, PN 3-C-093-21.

Approved

- M.** Consideration of Resolution No. 21-1006 authorizing the 2021 Advanced Transportation Management System (ATMS) Replacement and Repair Project, PN 3-C-037-21.

Approved

- N.** Consideration of Resolution No. 21-1007 authorizing the 2021 Structures Repair Project, PN 3-G-000-21.

Approved

- O.** Consideration of Resolution No. 21-1008 authorizing the 2021 Sidewalk Construction Project, PN 3-C-072-21.

Approved

- P.** Consideration of Resolution No. 21-1009 authorizing the 2021 Traffic Signals Project, PN 3-TS-000-21.

Councilmember Vogt requested item P be removed from the Consent Agenda and considered separately. She asked when the design and construction was expected to begin on the signal at Santa Barbara Estates.

Chet Belcher, Transportation Manager, said they anticipated it beginning when school was out for the summer. Ms. Vogt said the

information they received mentioned it could be fall but hoped summer could be targeted to create less disruption for the elementary school.

Mr. Belcher said they had a lot of flexibility with the timing of this project.

Motion by Vogt, seconded by Campbell, to approve item P on the consent agenda. The motion carried with the following vote:

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

- Q.** Consideration of Resolution No. 21-1010 authorizing the 2021 Streetlight LED Conversion Project, PN 3-C-009-21.

Approved

- R.** Consideration of Resolution No. 21-1011 authorizing the 2021 Digital Network Reliability Project, PN 7-C-006-21.

Approved

## **9. NEW BUSINESS**

- A.** Consideration of Resolution No. 21-1012 authorizing a survey and description of land or interest to be condemned for the Mill Creek, Prairie to Cedar, Phase 1 Stormwater Improvements Project, PN 2-C-030-18.

Assistant City Engineer, Nate Baldwin, gave a short presentation.

Councilmember Brownlee asked for clarification regarding the number of homes impacted. Mr. Baldwin said it meant that once the work was completed the homes would no longer be considered in the flood plain. Ms. Brownlee said she had been concerned it meant a considerable amount of land was being taken and Mr. Baldwin assured her that was not the case.

Councilmember Brownlee asked about the number of trees that were being removed and Mr. Baldwin said they were attempting to save as many as possible.

Councilmember Mickelson asked if any structures were being taken for this project and Mr. Baldwin said there were no structures being taken.

Mayor Bacon asked if FEMA would re-draw the flood maps and Mr. Baldwin said the City would re-draw them and FEMA would approve them. He said that process could take 9 - 12 months.

Motion by Campbell, seconded by Vogt, to approve Resolution No. 21-1012. The motion carried by the following vote:

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

- B.** Consideration of Ordinance No. 21-06 approving an engineer's survey and authorizing the acquisition of land for the Mill Creek, Prairie to Cedar, Phase 1 Stormwater Improvements Project, PN 2-C-030-18.

Motion by Campbell, seconded by Vogt, to approve Ordinance No. 21-06. The motion carried by the following vote:

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

- C.** Consideration of Ordinance No. 21-07 authorizing issuance of the City's taxable Industrial Revenue bonds in an amount not to exceed \$3,038,000 to Business Garage Authority, Inc, Series 2021, for the purpose of funding the cost of acquiring, purchasing, constructing, installing, and equipping a commercial facility located at 15571 S Mahaffie. (Mahaffie Business Park)

Motion by Campbell, seconded by Vogt, to approve Ordinance No. 21-07. The motion carried by the following vote:

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

## **10. NEW CITY COUNCIL BUSINESS**

Councilmember McCoy said he had attended an orientation with the Planning division and said staff gave an excellent presentation. He said it was nice to hear about some of the projects in the community.

Councilmember Brownlee mentioned that Warren Hannon Jewelry was closing their store in downtown Olathe after 125 years in business. She thanked them for their distinguished service to the community.

Councilmember Gilmore shared a quote attributed to Martin Luther King.

Mayor Bacon said he had attended the virtual NAACP awards.

## **11. END OF TELEVISED SESSION**

**12. GENERAL ISSUES AND CONCERNS OF CITIZENS**

None

**13. CONVENE FOR PLANNING SESSION**

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

**A. REPORTS**

1. Report on the authorization of the 119th Street, Woodland to Northgate, Improvements Project, PN 3-C-024-21.  
Report Accepted
2. Quarterly Procurement Report.  
Report Accepted

**B. DISCUSSION ITEMS**

1. Discussion on State of the Neighborhoods; Planning staff will report on the State of the Neighborhoods including accomplishments to date, current neighborhood conditions, programs and events associate with the Olathe Healthy Neighborhoods Initiative.  
Senior Planner, Emily Carrillo, gave a presentation.  
Councilmember Brownlee asked about a city wide clean up day. Ms. Carrillo said it was a possibility and she would take that suggestion to the neighborhood resource team.  
Councilmember Brownlee asked about other possible grants and Ms. Carrillo said there were some available for a variety of events and activities. Ms. Brownlee thanked staff for the efforts they have put into the neighborhoods.  
Councilmember Vogt asked about funding for exterior improvements and Ms. Carrillo said they were still exploring the dollar amount and it would depend on participation. Ms. Vogt also thanked staff for their work.  
Mayor Bacon asked if the fee could be waived for a bulk pick up during a specific period of time and Ms. Carrillo said they

would explore that option. Mr. Bacon said he thought an incentive would be awesome.

2. Discussion of the exterior building design and building material options for the Downtown Library Project, PN 6-C-020-20. (30 min)

Michael Berenbom with Lane 4, Sean Zaudke with Gould Evans and Josh Doss with DLR gave a presentation regarding the exterior design of the downtown library.

Mayor Bacon said he wasn't sure they were ready to give a lot of feedback or direction at this time since they had just seen the presentation.

Councilmember McCoy said he liked the concept and how it provided a covered cafe area. He said he liked the use of limestone.

Councilmember Mickelson said he believed the design team had listened well to past comments. He said he liked the evolution from the straight tower to the angles. He said he didn't like the lighter brick, but liked the dark and light contrast.

Councilmember Vogt said she liked the changes and her preference was the dark and light contrast.

Councilmember Campbell said there was nothing he didn't like. He said he thought it needed to compliment the other structures in the downtown area. He said he wanted them to look forward to what trends are coming.

Councilmember Brownlee said she liked the red brick as it would tie in with the other older buildings. She said she would like to see limestone as well. She said she still felt that the building was too square.

Mr. Berenbom said the design would continue to evolve.

Councilmember Brownlee asked about the cost of utilities with

the significant amount of glass. She asked what the plans were to deflect the sun.

Sean Zaudke said they had already been looking at options.

Councilmember Gilmore said he didn't care for the traditional brick but would like to see something different. He suggested a Kansas native stone instead of light brick.

Mayor Bacon said he like the vertical element to the windows but didn't like the dark and light contrast. He said he liked what they had done with the tower. He said he thought native stone in a lighter color, instead of brick, would be timeless.

Michael Berenbom said there were no right or wrong answers and the feedback the Council was giving was great.

Mayor Bacon asked questions about the energy loss with the windows and Mr. Zaudke said there were things they can do.

Mayor Bacon asked when they would be back with more information for the Council and Mr. Berenbom said it wasn't scheduled but probably in the next month.

Mayor Bacon asked about the terrace on the roof and suggested the library be built so it could be added later. Mr. Berenbom said the plan would be to include that. He said the building still has dramatic outdoor spaces but they are not ready to give up on the terrace.

#### **14. ADDITIONAL ITEMS**

Councilmember Vogt thanked Public Works for providing information regarding a residential issue she had contacted them about.

Councilmember Campbell thanked Council and Staff for their work regarding the benefit district. City Manager, Michael Wilkes, said Staff would look at the process for improvements. Mr. Campbell suggested the lots would have been more expensive if a benefit district had not been established. Mr. Wilkes said

benefit districts were not being used as much as they had in the past.

Councilmember McCoy said he had contacted Planning Staff with concerns and they had been quick to resolve his question.

Councilmember Mickelson asked Staff to provide the plan for the 119th Street closure so the Council would be prepared with questions. Mr. Wilkes said Staff would email it to the Council.

Mayor Bacon asked about the agenda for the upcoming council retreat.

## **15. ADJOURNMENT**

The meeting was adjourned at 9:44 PM.

Brenda D. Long  
City Clerk





# City of Olathe

## COUNCIL AGENDA ITEM

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**MEETING DATE:** 2/2/2021

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**FOCUS AREA:** Exceptional Services

**STAFF CONTACT:** Brenda Long

**SUBJECT:** Consideration of a cereal malt beverage license application for the calendar year 2021.

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**ITEM DESCRIPTION:**

Consideration of a cereal malt beverage license application for the calendar year 2021.

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**SUMMARY:**

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

<b>Name</b>	<b>License #</b>	<b>Site</b>
Fuel Espresso	21-75	397 S. Parker

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**FINANCIAL IMPACT:**

License fees as established in Title 7 of the Olathe Municipal Code in the amount of \$200 for consumption on the premises, \$50 for sale at retail and separate \$25 stamp fee for the State of Kansas has been collected for this license application.

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**ACTION NEEDED:**

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

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**ATTACHMENT(S):**

None



# City of Olathe

## COUNCIL AGENDA ITEM

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**MEETING DATE:** 2/2/2021

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**FOCUS AREA:** Exceptional Services

**STAFF CONTACT:** Brenda Long

**SUBJECT:** Consideration of a new drinking establishment application for La Hacienda and renewal applications for Hira's Steak and Sushi and Fuzzy's Taco Shop.

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**ITEM DESCRIPTION:**

Consideration of a new drinking establishment application for La Hacienda and renewal applications for Hira's Steak and Sushi and Fuzzy's Taco Shop.

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**SUMMARY:**

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

E&R Services, Inc.  
d/b/a El Maviri  
2055 E. Santa Fe  
Olathe, KS 66062

Blue Star, Inc.  
d/b/a Hira's Steak and Sushi  
15202 W. 119<sup>th</sup> Street  
Olathe, KS 66062

Olathe Fish Tacos, LLC  
d/b/a Fuzzy's Taco Shop  
13505 S. Mur-Len Road  
Olathe, KS 66062

---

**FINANCIAL IMPACT:**

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

---

**ACTION NEEDED:**

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

---

**ATTACHMENT(S):**

- A. La Hacienda Staff Recommendations
- B. Blue Star, Inc. Staff Recommendations
- C. Olathe Fish Tacos, LLC Staff Recommendations

## Brenda Long

---

**From:** Brenda Long  
**Sent:** Monday, October 19, 2020 12:47 PM  
**To:** Dennis Pine; GIS Shared; James Gorham; Joel Yeldell; Rachelle Breckenridge; Timothy Linot; Tricia Ramdass  
**Subject:** La Hacienda  
**Attachments:** La Hacienda San Gabriel LLC.pdf

Tracking:	Recipient	Response
	GIS Shared	Approve: 10/22/2020 10:26 AM
	James Gorham	Approve: 10/20/2020 12:58 PM
	Joel Yeldell	Approve: 10/19/2020 3:09 PM
	Chris Gruenwald	Approve: 1/25/2021 11:27 AM
	Timothy Linot	Approve: 1/25/2021 10:54 AM
	Tricia Ramdass	Approve: 10/20/2020 11:05 AM

Please use the voting tab to make comments and recommendations for the attached new drinking establishment license application by, October 26.

[Brenda Long](#), City Clerk

(913) 971-8675 | [OlatheKS.org](http://OlatheKS.org)

City Clerk's Office | City of Olathe, Kansas

**Setting the Standard for Excellence in Public Service**



CITY OF OLATHE

DRINKING ESTABLISHMENT LIQUOR LICENSE APPLICATION

Date: 10/16/2020 Business Phone: (913)-839-2283

Name of Applicant: Gabriel Jose-Flores

Business Address of Applicant: 602 south Penrose Ln Olathe KS 66062  
City State Zip

E-mail Address of Applicant (optional): gabrieljose2003@hotmail.com

Legal description of premises: Bar / Nightclub / Restaurant

Owner of premises (if different than applicant): \_\_\_\_\_

Address of owner of premises: \_\_\_\_\_  
City State Zip

Items required that must accompany this application:

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

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

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

Gabriel Jose-Flores  
Name of Applicant (Print Please)

Signature

owner  
Title

State of Kansas

County of Johnson

Brenda D Long  
Notary

Sworn and subscribed before me this

This 16th day of October, 2020



SEAL

**Kansas Alcoholic Beverage Control Division  
Liquor License**

**Drinking Establishment**

**OWNER NAME:** La Hacienda San Gabriel LLC  
**DBA:** La Hacienda San Gabriel  
**ADDRESS:** 126 S Clairborne Road  
Olathe, KS 66062

**LICENSE NO: 11227**

The licensee named above has been granted a liquor license by the Kansas Department of Revenue, Alcoholic Beverage Control Division. This license is neither transferable nor assignable and is subject to suspension or revocation.

**PRIVILEGES:**

Allows the licensee to sell and serve alcoholic liquor for consumption on licensed premises; serve free samples of alcoholic liquor; redeem drink coupons in arrangement with a hotel; and other activities as authorized by K.S.A. 41-2642.

**AGREEMENT:**

By accepting this license, the licensee agrees to conduct business in compliance with all applicable federal, state, county and city statutes and regulations.

*Debbi Beavers*

Debbi Beavers  
Director, Alcoholic Beverage Control

*Mark A. Burghart*

Mark A. Burghart  
Secretary of Revenue

**EFFECTIVE: 10/16/2020**

**EXPIRES: 10/15/2022**

**THIS LICENSE MUST BE FRAMED AND POSTED ON THE PREMISES IN A CONSPICUOUS PLACE**

**IMPORTANT INFORMATION**

Contact the ABC Licensing Unit at 785-296-7015 or email [Kdor\\_abc.licensing@ks.gov](mailto:Kdor_abc.licensing@ks.gov) if you have any:

- questions regarding this license
- changes to your business name, location, ownership or officers
- questions about filing gallonage tax; if applicable

Contact your local ABC Enforcement Agent at 785-296-7015 or visit our website at <http://www.ksrevenue.org/abcccontact.html>

Contact the Miscellaneous Tax Segment at 785-368-8222 or email [Kdor\\_miscellaneous.tax@ks.gov](mailto:Kdor_miscellaneous.tax@ks.gov) if you:

- need assistance with liquor drink or liquor enforcement taxes
- have questions about liquor drink tax bonds, bond relief or bond release

**CLOSING YOUR BUSINESS**

If you are closing your business, you must surrender your liquor license and complete the information on the back of the license

# Cash Receipt



Receipt #: 52669  
User: MELISSALM  
Dept: CC  
Date: 12/28/2020  
Time: 9:49:50

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

Customer: La Hacienda

THANK YOU FOR YOUR PAYMENT

ON BEHALF OF CITY TREASURER, DIANNA WRIGHT \_\_\_\_\_

Item	Description	Notes	Amount
DRINKING ESTAB	La Hacienda	cash	\$500.00
<b>**Final**      Total Received</b>			\$500.00

## Brenda Long

---

**From:** Brenda Long  
**Sent:** Tuesday, January 12, 2021 8:30 AM  
**To:** Carl Anderson; Dennis Pine; Dianna Wright; GIS Shared; James Gorham; Rachelle Breckenridge; Timothy Linot; Tricia Ramdass  
**Subject:** Hira's Steak and Sushi  
**Attachments:** Hiras Steak Sushi.pdf

Tracking:	Recipient	Response
	Carl Anderson	Approve: 1/20/2021 9:24 AM
	GIS Shared	Approve: 1/14/2021 9:41 AM
	James Gorham	Approve: 1/14/2021 2:26 PM
	Chris Grunewald	Approve: 1/22/2021 9:42 PM
	Timothy Linot	Approve: 1/22/2021 12:49 PM
	Tricia Ramdass	Approve: 1/19/2021 4:45 PM

Please use the voting tab to make comments and recommendations for the attached renewal drinking establishment license application by 1/19/21.

We are still waiting for the State application, but I believe we can go ahead and at least get started on the approvals without that document. Once I get it, I will send an update.

Brenda Long, City Clerk

(913) 971-8675 | [OlatheKS.org](http://OlatheKS.org)

City Clerk's Office | City of Olathe, Kansas

**Setting the Standard for Excellence in Public Service**





RECEIVED

JAN 11 2021

CITY OF OLATHE  
CITY CLERK OFFICE

CITY OF OLATHE



DRINKING ESTABLISHMENT LIQUOR LICENSE APPLICATION

Date: 01/11/2021 Business Phone: 913 780 1118

Name of Applicant: Blue Star INC

Business Address of Applicant: 15202 W 119 St Olathe KS 66062  
City State Zip

E-mail Address of Applicant (optional): Tony @ hivas1cc.com

Legal description of premises: Restaurant

Owner of premises (if different than applicant): Tony WU

Address of owner of premises: 16269 S Lennox Olathe KS 66062  
City State Zip

Items required that must accompany this application:

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

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

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

Tony WU  
Name of Applicant (Print Please)

State of Kansas

[Signature]  
Signature

County of Johnson

Pres  
Title

Melissa Meiners  
Notary

Sworn and subscribed before me this

This 11 day of January, 2020





**Kansas Alcoholic Beverage Control Division  
Liquor License**

**Drinking Establishment**

OWNER NAME: **Blue Star Inc**  
DBA: **Hira's Steak & Sushi Place**  
ADDRESS: **15202 W 119th Street**  
**Olathe, KS 66062**

**LICENSE NO: 10019134001**

The licensee named above has been granted a liquor license by the Kansas Department of Revenue, Alcoholic Beverage Control Division. This license is neither transferable nor assignable and is subject to suspension or revocation.

**PRIVILEGES:**

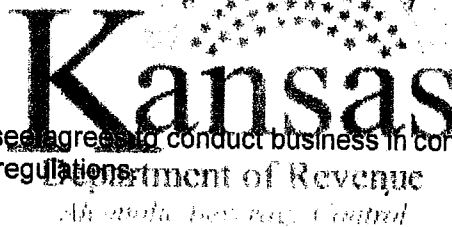
Allows the licensee to sell and serve alcoholic liquor for consumption on licensed premises; serve limited free samples of alcoholic liquor; redeem drink coupons in arrangement with a hotel; and other activities as authorized by K.S.A. 41-2642.

**AGREEMENT:**

By accepting this license, the licensee agrees to conduct business in compliance with all applicable federal, state, county and city statutes and regulations.

*Debbi Beavers*

Debbi Beavers  
Director, Alcoholic Beverage Control



*Mark A. Burghart*

Mark A. Burghart  
Secretary of Revenue

**EFFECTIVE: 02/19/2020**

**EXPIRES: 02/18/2022**

**THIS LICENSE MUST BE FRAMED AND POSTED ON THE PREMISES IN A CONSPICUOUS PLACE**

**IMPORTANT INFORMATION**

Contact the ABC Licensing Unit at 785-296-7015 or email [Kdor\\_abc.licensing@ks.gov](mailto:Kdor_abc.licensing@ks.gov) if you have any:

- questions regarding this license
- changes to your business name, location, ownership or officers
- questions about filing gallonage tax; if applicable

Contact your local ABC Enforcement Agent at 785-296-7015 or visit our website at <http://www.ksrevenue.org/abccontact.html>

Contact the Miscellaneous Tax Segment at 785-368-8222 or email [Kdor\\_miscellaneous.tax@ks.gov](mailto:Kdor_miscellaneous.tax@ks.gov) if you:

- need assistance with liquor drink or liquor enforcement taxes
- have questions about liquor drink tax bonds, bond relief or bond release

**CLOSING YOUR BUSINESS**

If you are closing your business, you must surrender your liquor license and complete the information on the back of the license

# Cash Receipt



Receipt #: 52779  
User: MELISSALM  
Dept: CC  
Date: 01/11/2021  
Time: 15:07:49

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

Customer: Hiras Steak Sushi

THANK YOU FOR YOUR PAYMENT

ON BEHALF OF CITY TREASURER, DIANNA WRIGHT \_\_\_\_\_

Item	Description	Notes	Amount
DRINKING ESTAB	Hiras Steak Sushi	Check No. 4103	\$500.00
<b>**Final**      Total Received</b>			<b>\$500.00</b>

## Brenda Long

---

**From:** Brenda Long  
**Sent:** Friday, January 15, 2021 7:56 AM  
**To:** Carl Anderson; Dennis Pine; GIS Shared; James Gorham; Rachelle Breckenridge; Timothy Linot; Tricia Ramdass  
**Subject:** Fuzzy's Tacos  
**Attachments:** Olathe Fish Tacos, LLC dba Fuzzys.pdf

Tracking:	Recipient	Response
	Carl Anderson	Approve: 1/20/2021 9:24 AM
	GIS Shared	Approve: 1/22/2021 8:50 AM
	James Gorham Chris	Approve: 1/19/2021 9:30 AM
	Grunewald	Approve: 1/25/2021 11:27 AM
	Timothy Linot	Approve: 1/22/2021 1:35 PM
	Tricia Ramdass	Approve: 1/19/2021 4:45 PM

Please use the voting tab to make comments and recommendations for the attached renewal drinking establishment license application by January 22.

[Brenda Long](#), City Clerk

(913) 971-8675 | [OlatheKS.org](http://OlatheKS.org)

City Clerk's Office | City of Olathe, Kansas

**Setting the Standard for Excellence in Public Service**



CITY OF OLATHE  
DRINKING ESTABLISHMENT LICENSE APPLICATION



Date: 1/14/2020 Business Phone: (913) 526-8654

Name of Establishment: Fuzzy's Taco Shop

Name of Applicant: Olathe Fish Tacos, LLC / Kerry Goebel (Operator)

Business Address of Applicant: 13505 S Mur-Len Rd. Ste. 101 Olathe, KS 66062  
City State Zip

E-mail Address of Applicant (optional): kerry.goebel@kcpie.com

Legal description of premises: SANTA FE SQUARE SHOPPING CENTER PT LT 1 BLK 1 BG 70.21'E & 61.11' S NW CR NW1/4 32-13-24 E ALG N/L LT 1 829.89' S 711.11' W 561.38' S 85.53' W 287.06' TO NW CR LT 4N 30' E 252.11' N 405.53' TO NE CR LT 2 W 248.90' N 63.49' & 283.91' NE 21.18' TO POB OLC 643 3 1 1A

Owner of premises (if different than applicant): Santa Fe Square Investors, LLC

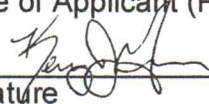
Address of owner of premises: 4705 Central St. Kansas City, MO 64112  
City State Zip

**Items required that must accompany this application:**

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

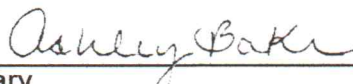
The biennial fee for Drinking Establishments authorized by K.S.A. Supp. 41-2622 is hereby established and fixed at **FIVE HUNDRED DOLLARS (\$500.00)**. All applications for new or renewal city licenses shall be submitted to the City Clerk for consideration by the Governing Body. No license fee shall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

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

Kerry J. Goebel  
Name of Applicant (Print Please)  
  
Signature  
Operator  
Title

State of Kansas

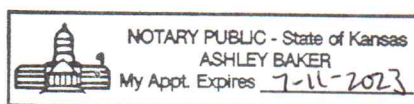
County of Johnson

  
Notary

Sworn and subscribed before me this

This 14 day of January, 2021

SEAL



# Cash Receipt



Receipt #: 52847  
User: MELISSALM  
Dept: CC  
Date: 01/28/2021  
Time: 9:20:43

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

Customer: Olathe Fish Taco

THANK YOU FOR YOUR PAYMENT

ON BEHALF OF CITY TREASURER, DIANNA WRIGHT \_\_\_\_\_

Item	Description	Notes	Amount
DRINKING ESTAB	Fuzzy's Taco Shop	Check No. 1548	\$500.00
<b>**Final**      Total Received</b>			<b>\$500.00</b>



# City of Olathe

## COUNCIL AGENDA ITEM

---

**MEETING DATE:** 2/2/2021

---

**DEPARTMENT:** Legal

**STAFF CONTACT:** Ron Shaver / Chris Grunewald

**SUBJECT:** Resolution No. 21-1013 authorizing indemnification and defense for the City Manager in the matter of *Cedar Creek Development Company, LLC; 30th Plat of Cedar Creek, LLC; CCV (Tract 3), LLC; CCV (Tract 13D), LLC; CCV (Tract 13E) v. City of Olathe, et al.*

---

**ITEM DESCRIPTION:**

Consideration of Resolution No. 21-1013 authorizing indemnification and defense for the City Manager in the matter of *Cedar Creek Development Company, LLC; 30th Plat of Cedar Creek, LLC; CCV (Tract 3), LLC; CCV (Tract 13D), LLC; CCV (Tract 13E) v. City of Olathe, et al.*

---

**SUMMARY:**

Plaintiffs are developers of residential areas within the Cedar Creek neighborhood who have re-filed this Johnson County District Court lawsuit which was previously dismissed without prejudice on October 26, 2020. They filed this new civil action in Johnson County District Court against the City of Olathe, the City Manager J. Michael Wilkes, Infrastructure Department Director Mary Jaeger, Assistant City Engineer Nathan Baldwin, and the Board of Zoning Appeals ("BZA"). This new lawsuit once again concerns two plats and building permits for lots on those two plats, and it also challenges the December 16, 2020 BZA decision rejecting Plaintiff's appeal of City staffs' refusal to issue building permits.

K.S.A. 75-6116 (Attachment A) requires cities to defend and indemnify officers and employees from personal liability in lawsuits based on actions which were within the scope of the duties of an officer's or employee's position with the City.

Section 3.60.130 of the Olathe Municipal Code (Attachment B) designates the City Manager to determine the eligibility of a current or former employee for indemnification and defense.

Historically, in situations where a lawsuit has included the City Manager as a defendant, the City Council has adopted a resolution authorizing the City Manager's indemnification and defense. For the current lawsuit, Staff recommends that City Council adopt the proposed resolution authorizing the indemnification and defense of the City Manager (Attachment C).

---

**FINANCIAL IMPACT:**

Unknown. The City's insurer has been provided the lawsuit and is determining coverage.

---

**ACTION NEEDED:**

Approval Resolution No. 21-1013 authorizing indemnification and defense for the City Manager in the matter of *Cedar Creek Development Company, LLC; 30th Plat of Cedar Creek, LLC; CCV (Tract 3), LLC; CCV (Tract 13D), LLC; CCV (Tract 13E) v. City of Olathe, et al.*

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**MEETING DATE:** 2/2/2021

---

---

**ATTACHMENT(S):**

A: K.S.A. 75-6116

B: OMC 3.60.130

C: Resolution 21-1013 Authorizing Indemnification and Defense



**75-6116. Defense and payment of liability and defense costs of employee in civil cases; payment of punitive or exemplary damages or reimbursement of related defense costs; compromise or settlement of claim; not a waiver of immunity; certain health care providers considered employees.** (a) If an employee of a governmental entity is or could be subject to personal civil liability on account of a noncriminal act or omission which is within the scope of the employee's employment and which allegedly violates the civil rights laws of the United States or of the state of Kansas, the governmental entity:

(1) Shall provide for the defense of any civil action or proceeding which arises out of the act or omission and which is brought against the employee in the employee's official or individual capacity, or both, to the extent and under the conditions and limitations provided by K.S.A. [75-6108](#) and amendments thereto for the defense of actions and proceedings under the Kansas tort claims act; and

(2) may reimburse the employee attorney fees, costs and expenses incurred in defending a claim for punitive or exemplary damages in such action or proceeding to the extent and under the conditions and limitations provided by K.S.A. [75-6108](#) and amendments thereto for reimbursement of such fees, costs and expenses incurred in defending a claim for punitive or exemplary damages under the Kansas tort claims act.

(b) The governmental entity, subject to any procedural requirements imposed by statute, ordinance, resolution or written policy, shall pay or cause to be paid any judgment or settlement of the claim or suit, including any award of attorney fees, and all costs and fees incurred by the employee in defense thereof if:

(1) The governmental entity finds that the employee reasonably cooperated in good faith in the defense of the action or proceeding;

(2) the trier of fact finds that the action or proceeding arose out of an act or omission in the scope of the employee's employment; and

(3) the trier of fact does not find that the employee acted or failed to act because of actual fraud or actual malice.

(c) Notwithstanding any other provision of law to the contrary, a governmental entity may pay any part of a judgment taken against an employee of the governmental entity that is for punitive or exemplary damages for the violation of the civil rights laws of the United States if the governmental entity finds that:

(1) The action or proceeding arose out of an act or omission in the scope of the employee's employment;

(2) the employee reasonably cooperated in good faith in the defense of the claim; and

(3) the employee's act or omission was not the result of actual fraud or actual malice.

(d) The possibility that a governmental entity may pay that part of a judgment that is for punitive or exemplary damages or attorney fees or other costs related thereto shall not be disclosed in any trial in which it is alleged that an employee of that entity is liable for punitive or exemplary damages, and such disclosure shall be grounds for mistrial.

(e) A municipality may pay for the cost of providing defense, judgments and other costs involving actions for alleged civil rights violations in the same manner as that provided in the Kansas tort claims act.

(f) In actions described in subsection (a), a claim against the state or an employee of the state may be compromised or settled for and on behalf of the state or employee under the conditions and procedures provided by K.S.A. [75-6106](#) and amendments thereto for settlements of actions pursuant to the Kansas tort claims act.

(g) Nothing in this section or in the Kansas tort claims act shall be construed as a waiver by the state of Kansas of immunity from suit under the 11<sup>th</sup> amendment to the constitution of the United States.

(h) For the purposes of this section only, a health care provider, as defined by K.S.A. [75-6115](#) and amendments thereto, who provides professional services at a state correctional institution shall be considered an employee for the purposes of this section, even if such services were rendered pursuant to contract as an independent contractor.

**History:** L. 1979, ch. 186, § 16; L. 1983, ch. 299, § 2; L. 1985, ch. 293, § 1; L. 1987, ch. 353, § 8; L. 1989, ch. 279, § 1; July 1.



### 3.60.130 Protection of Officers.

The city shall, through insurance or other means, fully comply with the provisions of the Kansas Tort Claims Act, requiring the city to provide legal defense and pay judgments related to tort actions against city officers and employees operating legally and within the scope of their employment. The city shall purchase errors or omissions insurance, sometimes called public official liability insurance, when such coverage may be obtained at a moderate cost.

Pursuant to K.S.A. [75-6108](#), the city manager is hereby designated as the person to receive, and to determine eligibility of, any written requests from the city's officers and employees to provide a defense to civil tort actions or proceedings that may be filed against them. (Ord. 91-08 § 1, 1991; Ord. 89-98 § 1, 1989.)

---

**The Olathe Municipal Code is current through Ordinance 20-15, passed May 5, 2020.**

Disclaimer: The City Clerk's Office has the official version of the Olathe Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

**Note:** This site does not support Internet Explorer. To view this site, Code Publishing Company recommends using one of the following browsers: Google Chrome, Firefox, or Safari.

[City Website: www.olatheks.org](http://www.olatheks.org)

[Code Publishing Company](#)

## ATTACHMENT C

### RESOLUTION NO. 21-1013

**A RESOLUTION INDEMNIFYING J. MICHAEL WILKES FOR PERSONAL LIABILITY WHICH MAY OCCUR AS A RESULT OF THE PERFORMANCE OF OFFICIAL DUTIES WITHIN THE SCOPE OF HIS OFFICE RELATED TO EVENTS LEADING TO AND SURROUNDING THE CASE OF *CEDAR CREEK DEVELOPMENT COMPANY, LLC; 30<sup>TH</sup> PLAT OF CEDAR CREEK, LLC; CCV (TRACT 3), LLC; CCV (TRACT 13D), LLC; CCV (TRACT 13E), LLC V. CITY OF OLATHE, ET AL.*, CASE NO. 21CV00234, IN THE DISTRICT COURT OF JOHNSON COUNTY, KANSAS.**

**WHEREAS**, K.S.A. 75-6116 provides that if an employee of a governmental body is, or could be subject to personal civil liability based upon actions which were within the scope of the employee's position, and which allegedly violate the civil rights laws of the United States or the State of Kansas, the governmental body shall provide a defense and pay any judgment or settlement of the claim or suit so long as the employee's act or omission giving rise to the action or proceeding was not the result of actual fraud or actual malice; and

**WHEREAS**, it is the opinion of the Governing Body of the City of Olathe, Kansas, that it is of public utility and necessity that a defense and indemnification for damages be provided for City Manager J. Michael Wilkes.

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

**SECTION ONE:** That City Manager J. Michael Wilkes be provided a defense and be indemnified for any judgment that may be entered against him by a reason of any claim stated in the above referenced lawsuit, so long as the City Manager reasonably cooperates in good faith in the defense and the judgment reflects that the City Manager was acting in the scope of his office and acting without actual fraud or actual malice.

**SECTION TWO:** This Resolution shall take effect immediately.

**ADOPTED** by the Governing Body this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**SIGNED** by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

## ATTACHMENT C

**ATTEST:**

---

City Clerk

(SEAL)

**APPROVED AS TO FORM:**

---

City Attorney



# City of Olathe

## COUNCIL AGENDA ITEM

---

**MEETING DATE:** 2/2/2021

---

**FOCUS AREA:** Economy, Planning Division

**STAFF CONTACT:** Kim Hollingsworth, Senior Planner

**SUBJECT:** FP20-0027: Final Plat for Crestone; Applicant: Denise Helntz, Olathe Senior Living Community, LLC

---

**ITEM DESCRIPTION:**

Request for the acceptance of the dedication of land for public easements and public street right-of-way for a final plat for Crestone (FP20-0027) containing two (2) lots and three (3) common tracts on approximately 13.9 acres; located at the northeast corner of W. 119th Street and S. Sunnybrook Boulevard. Planning Commission approved the plat 9 to 0.

---

**SUMMARY:**

This a request for the acceptance of land for public easements and dedication of right-of-way for a final plat of Crestone. The final plat establishes lot lines for two (2) lots and three (3) tracts for the Sunnybrook Senior Living Community and a portion of the Sunnybrook Commercial development.

Several easements including utility easements, waterline easements, an access easement and drainage easements will be dedicated with this final plat. Additional public street right-of-way for W. 119th Street will be dedicated, and the development will have access to W. 119<sup>th</sup> Street at Millridge Street. All other public right-of-way has already been dedicated through previous plats.

---

**FINANCIAL IMPACT:**

None

---

**ACTION NEEDED:**

1. Accept the dedication of land for public easements and public street right-of-way for the Crestone final plat (FP20-0027).
  2. Reject the dedication of land for public easements and public street right-of-way 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



## STAFF REPORT

Planning Commission Meeting: January 25, 2021

<b>Application:</b>	<b>FP20-0027: Final Plat of Crestone</b>		
<b>Location:</b>	Northeast of W. 119 <sup>th</sup> Street and S. Sunnybrook Boulevard		
<b>Owner:</b>	Mark McKinzie, McKinzie Asset Management Co., LLC		
<b>Applicant:</b>	Denise Helntz, Olathe Senior Community, LLC		
<b>Engineer:</b>	Scott Auman, Stark Wilson Duncan Architects, Inc.		
<b>Staff Contact:</b>	Kim Hollingsworth, AICP, Senior Planner		

---

<b>Site Area:</b>	<u>13.92± acres</u>	<b>Proposed Use:</b>	<u>Senior Housing, Commercial</u>
<b>Lots:</b>	<u>2</u>	<b>Current Zoning:</b>	<u>R-4 (Medium-Density Multifamily) District and C-2 (Community Center) District</u>
<b>Tracts:</b>	<u>3</u>		

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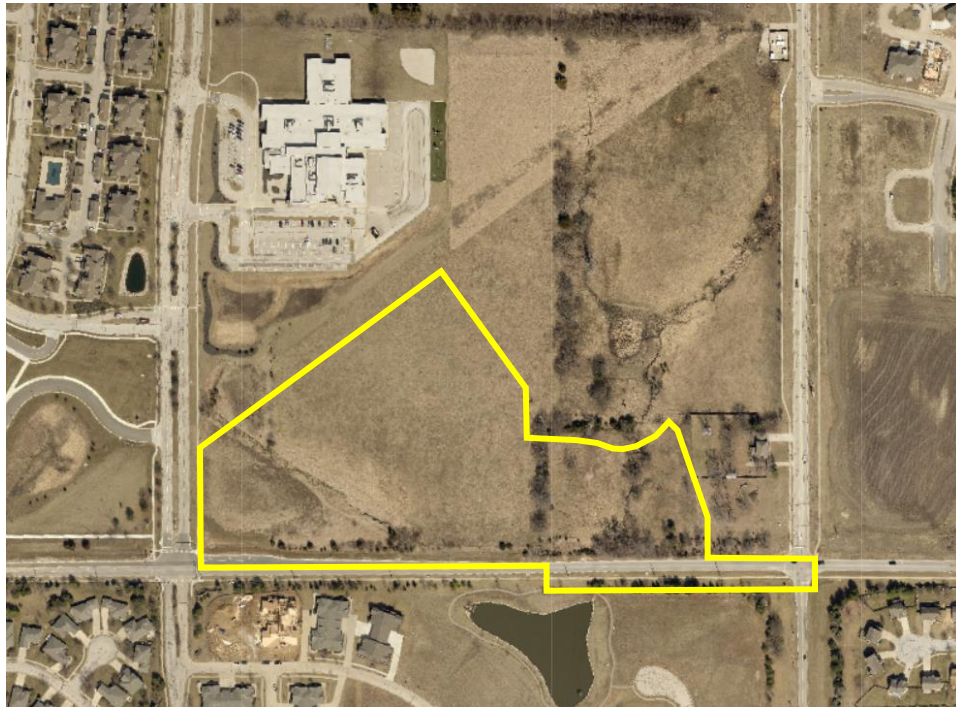
### 1. Introduction:

The following item is a request for a final plat of Crestone, a replat of a portion of Lots 1 and 2 of Sunnybrook. This plat will establish lots and tracts of land intended for a future senior housing development, Olathe Senior Living Community, and a portion of the Sunnybrook Commercial development. Lot 1 will include the construction of 91 senior apartments, 44 assisted living units and 16 memory care units within one building. Lot 2 will be developed as part of the Sunnybrook Commercial development. The subject property was rezoned from the CP-2 to the R-4 and C-2 Districts on January 5, 2021 (RZ20-0010).

### 2. Plat Review:

- a. **Lots/Tracts** The plat includes two (2) lots and three (3) tracts which are intended for private streets, landscaping, and stormwater detention, drainage and treatment. The tracts will be owned and maintained through a Business Association Agreement.
- b. **Public Utilities** The property is in the City of Olathe sanitary sewer service area and the WaterOne service area. Utility Easements (U/E), Sanitary Sewer Easements (SS/E), Water Line Easements (WL/E), Drainage Easements (D/E), Water Quality & Quantity Drainage Easements (WQQD/E), and an Access Easement (A/E) are being dedicated with this final plat.
- c. **Streets/Right-of-Way** Additional right-of-way for 119<sup>th</sup> Street will be dedicated with this plat. The senior housing facility will have access to 119<sup>th</sup> Street by a private street, Millridge Street, which will provide shared access between the subject property and future commercial development to the east.

FP20-0027  
January 25, 2020  
Page 2



*Subject Property*

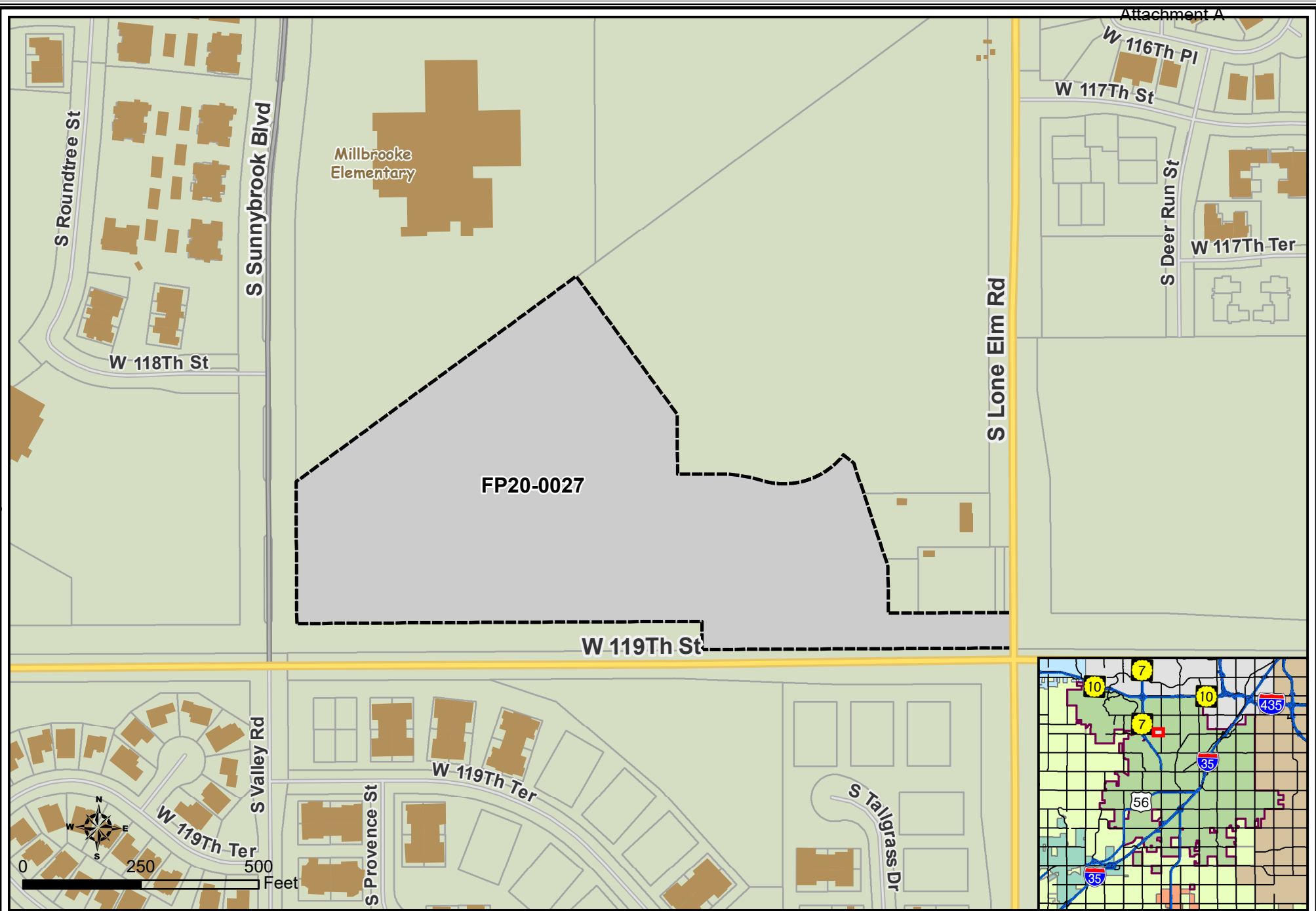


*View of site looking east from Sunnybrook Boulevard*

**3. Staff Recommendation:**

Staff recommends approval of FP20-0027 with the following stipulations:

1. All new on-site wiring and cables must be placed underground.
2. Above ground electrical equipment and telephone cabinets must be placed in the rear yard.
3. Prior to recording the final plat, a Business Association Agreement describing in detail the maintenance responsibilities for Stormwater detention and Stormwater quality facilities must be provided. The agreement will follow Title 17 requirements.
4. Exterior ground-mounted or building mounted equipment including but not limited to, mechanical equipment, utilities' meter banks and coolers must be screened from public view with three (3) sided landscaping or an architectural treatment compatible with the building architecture.



**CRESTONE**  
**FP20-0027**



User: jaredmd  
Date: 1/19/2021









Planning Division

**MINUTES****Planning Commission Meeting: January 25, 2021**

<b>Application:</b>	<b><u>FP20-0027</u>:</b> Request approval of a final plat for Crestone on approximately 13.92 acres containing two (2) lots and three (3) common tracts; located at the northeast corner of W. 119th Street and S. Sunnybrook Boulevard.
---------------------	--

A motion to approve FP20-0027 was made by Commissioner Nelson and seconded by Commissioner Sutherland. The motion passed with a vote of 9 to 0 subject to the following stipulations:

1. All new on-site wiring and cables must be placed underground.
2. Above ground electrical equipment and telephone cabinets must be placed in the rear yard.
3. Prior to recording the final plat, a Business Association Agreement describing in detail the maintenance responsibilities for Stormwater detention and Stormwater quality facilities must be provided. The agreement will follow Title 17 requirements.
4. Exterior ground-mounted or building mounted equipment including but not limited to, mechanical equipment, utilities' meter banks and coolers must be screened from public view with three (3) sided landscaping or an architectural treatment compatible with the building architecture.



# City of Olathe

## COUNCIL AGENDA ITEM

---

**MEETING DATE:** 2/2/2021

---

**FOCUS AREA:** Infrastructure (Engineering)  
**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 Infrastructure (Engineering) projects.

---

**FINANCIAL IMPACT:**  
N/A

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**ACTION NEEDED:**  
Approve Consent Calendar for February 2, 2021.

---

**ATTACHMENT(S):**  
A. Consent Calendar

---

**City Council Information Sheet**

**Date: February 2, 2021**

**ISSUE:** Consent Calendar for: February 2, 2021

**FOCUS AREA:** Infrastructure (Engineering)

**SUMMARY:**

**1) PROJECT COMPLETION CERTIFICATES**

- a) Parkview Apartments – 1-D-003-19 – Sanitary Sewer
- b) Lake Olathe Park Master Plan – 4-C-002-15 – Other: Park Improvement
- c) Parkview Apartments – 5-D-020-19 – 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:** 2/2/2021

---

**FOCUS AREA:** Infrastructure (Engineering)

**STAFF CONTACT:** Mary Jaeger / Beth Wright

**SUBJECT:** Authorization of the Santa Fe, Ridgeview to Mur-Len, Preliminary Engineering Project, PN 3-C-025-18.

---

**ITEM DESCRIPTION:**

Consideration of Resolution No. 21-1014 authorizing the Santa Fe, Ridgeview to Mur-Len, Preliminary Engineering Project, PN 3-C-025-18; and repealing Resolution 19-1018.

---

**SUMMARY:**

The Santa Fe corridor is currently congested, impacting the east-west travel times throughout the city. The interchange is also a critical component of the City's transportation network, which is also congested and causes traffic to back up onto I-35. The interchange currently has a crash rate that is approximately 6 times the national average.

On February 5, 2019, City Council authorized \$500,000 to evaluate various options to improve Santa Fe Street between Ridgeview Road and Mur-Len Road to increase capacity and improve safety. Staff has worked with HNTB Corporation to evaluate various options to improve the corridor. On January 19, 2021, the alternative options were presented to Council, and Staff was directed to move forward with the next steps in the project.

This Resolution will authorize an additional \$3,950,000 in funding to provide preliminary design of improvements to Santa Fe Street between Ridgeview Road and Mur-Len Road, including the interchange with I-35, to increase capacity and improve safety of the corridor. Design of the project is needed to place the City in a position to compete for federal funding for the project.

Staff will return to Council in March 2021 with a Supplemental Agreement with HNTB Corporation for engineering services for this project.

---

**FINANCIAL IMPACT:**

Funding for the Santa Fe, Ridgeview to Mur-Len, Preliminary Engineering Project, as approved in the 2021-2025 Capital Improvement Plan, includes:

<u>GO Bonds</u>	<u>\$4,450,000</u>
<b>Total</b>	<b>\$4,450,000</b>

---

**ACTION NEEDED:**

Approval of Resolution No. 21-1014 authorizing the Santa Fe, Ridgeview to Mur-Len, Preliminary Engineering Project, PN 3-C-025-18; and repealing Resolution 19-1018.

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**MEETING DATE:** 2/2/2021

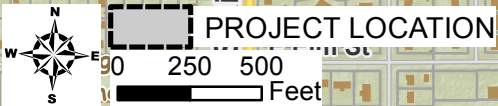
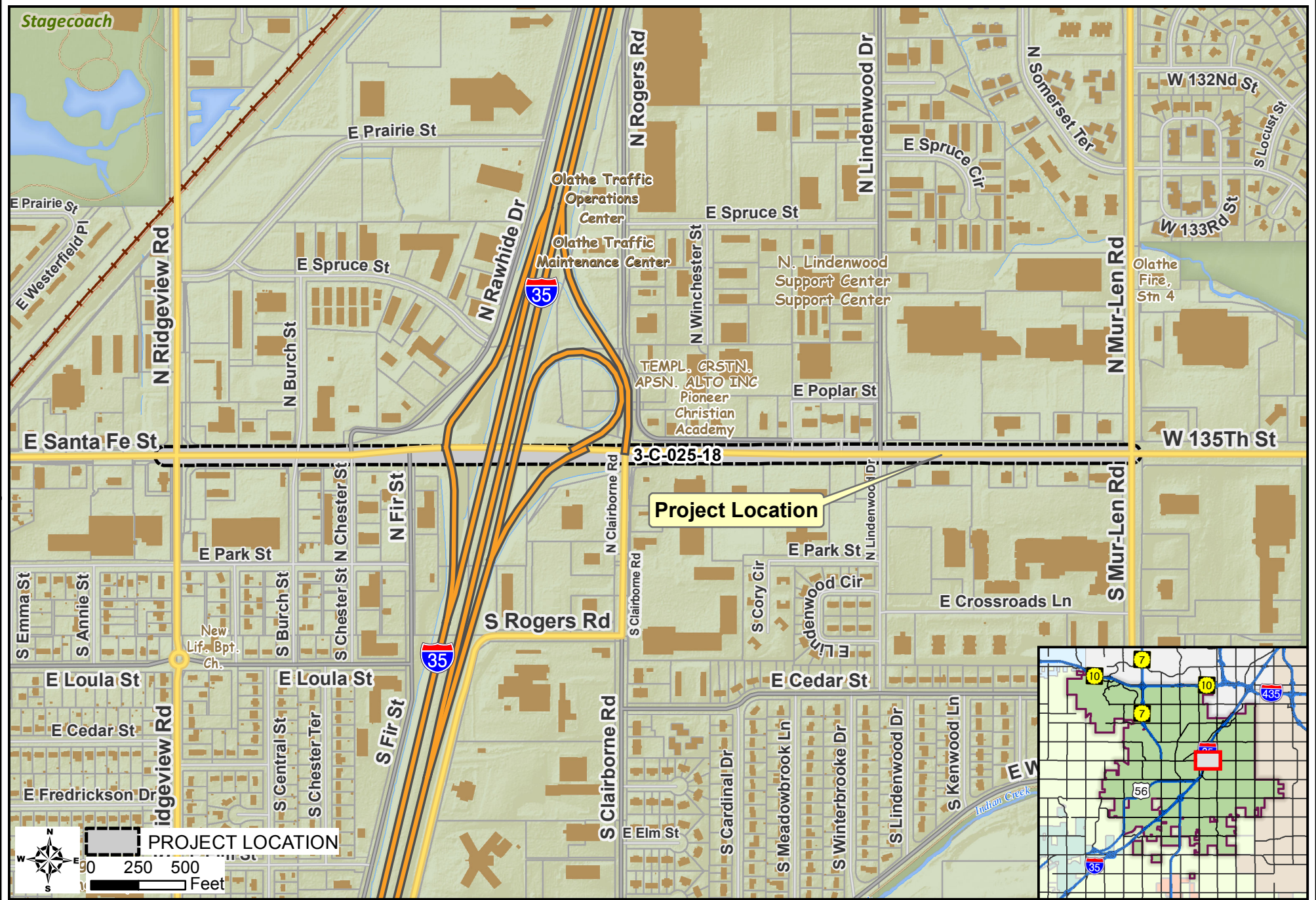
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**ATTACHMENT(S):**

- A. Project Location Map
- B. Project Fact Sheet
- C. Resolution
- D. CIP Sheet





# **SANTA FE, RIDGEVIEW RD TO MUR-LEN RD, IMPROVEMENTS PROJECT** **3-C-025-18**



**Project Fact Sheet**  
**Santa Fe, Ridgeview to Mur-Len,**  
**Preliminary Engineering**  
**PN 3-C-025-18**  
**February 2, 2021**

Attachment B

**Project Manager:** Beth Wright / Therese Vink

**Description:** This project will provide preliminary design of improvements to Santa Fe Street between Ridgeview Road and Mur-Len Road, including the interchange with I-35, to increase capacity and improve safety of the corridor.

**Justification:** This project was identified as the top priority for Transportation Master Plan as a near term priority project based on existing and future traffic volumes. This project is needed to address safety and capacity needs in the area as this corridor carries one of the highest volumes of traffic in the City and has a high crash rate.

**Comments:** The schedule for this project will be dependent upon receipt of federal funding. In order to put the City in a position to compete for Federal funding, the City must complete design of the project.

<b>Schedule:</b>	<b>Item</b>	<b>Date</b>
Design:	RFQ	02/20/2019
	Consultant Selection	06/04/2019
Land Acquisition:		TBD
Utility Relocation:		TBD
Construction:	Bid Award	TBD
	Completion	TBD
<b>Council Actions:</b>	<b>Date</b>	<b>Amount</b>
Approved in CIP	2019-2023	\$500,000
Project Authorization	02/05/2019	\$500,000
Professional Service Agreement	06/04/2019	\$499,345
Approved in CIP	2021-2025	\$4,450,000
Project Authorization	02/02/2021	\$4,450,000
Supplemental Agreement (Preliminary Engineering)	March 2021	
BUILD Grant Application	Spring 2023	
Project Authorization		
Supplemental Agreement (Final Engineering)		
Land Acquisition		
Utility Relocation Agreements		
Interlocal Agreements		
Accept Bid/Award Contract		
<b>Funding Sources:</b>	<b>Amount</b>	<b>CIP Year</b>
GO Bonds	\$4,450,000	2024



<b>Expenditures:</b>	<b>Budget</b>	<b>Amount to Date</b>
Design	\$3,600,000	\$366,274
Staff	\$ 100,000	\$0
Contingency	\$ 750,000	\$0
<b>Total Current Authorization</b>	<b>\$4,450,000</b>	<b>\$366,274</b>

**RESOLUTION NO. 21-1014**

**A RESOLUTION AUTHORIZING THE SANTA FE, RIDGEVIEW TO MUR-LEN, PRELIMINARY ENGINEERING PROJECT, PN 3-C-025-18; AND FURTHER REPEALING RESOLUTION 19-1018.**

**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**, Santa Fe Street in the City has been designated as a main trafficway pursuant to Section 10.10.010 of the Olathe Municipal Code and the Act; and

**WHEREAS**, the Governing Body of the City deems it necessary to authorize the improvements to Santa Fe Street in the City.

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

**SECTION ONE:** Pursuant to the Act, the Governing Body hereby authorizes the Santa Fe, Ridgeview to Mur-Len Preliminary Engineering Project; PN 3-C-025-18 (the "Project"). The Project will design improvements to Santa Fe Street between Ridgeview Road and Mur-Len Road, including improvements to the interchange with I-35, to increase capacity and improve safety of the corridor.

**SECTION TWO:** The cost of the Project shall not exceed \$4,450,000, exclusive of issuance and interest costs for temporary financing. The Governing Body hereby authorizes the issuance of the City's general obligation bonds to pay for the Project. Included in the Project costs are preliminary design, staff time and such other work as is needed 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 \$4,450,000 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 2nd day of February, 2021.

**SIGNED** by the Mayor this 2nd day of February, 2021.

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

(SEAL)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney



## Capital Improvement Plan Projects

2021 *thru* 2025

## City of Olathe, Kansas

**Project #** 3-C-025-18  
**Project Name** Santa Fe, Ridgeview to Mur-Len, Preliminary Eng.

<b>Type</b>	Improvement	<b>Department</b>	Public Works
<b>Category</b>	Street Construction	<b>Contact</b>	Chet Belcher
<b>2040 Focus Area</b>	Infrastructure		



## Description

**Total Project Cost: \$4,450,000**

The existing roadway has insufficient capacity to handle the volume of traffic. This project will evaluate various options to expand Santa Fe to increase capacity and improve safety. Options may include widening the existing roadway, a backage road or other options, as well as access management. Also included in the project will be an evaluation of a reconfiguration of the northbound off-ramp at Santa Fe and I-35.

## Justification

This project is currently being evaluated for corridor and interchange improvements. The study includes public outreach to gauge public interest in improvements to this corridor and interchange. Approximately 2,300 residents responded to the online survey, which is significant when compared to 925 responses were received for the Johnson County Gateway survey and 3,200 residents responded to the Olathe 2040 survey, both of which intensely targeted much larger groups throughout the County and City. The Olathe Chamber of Commerce was also consulted during the study and they report that improvements to this area will attract new businesses and increase sales and property tax revenue.

The schedule for this project will be dependent upon receipt of federal funding. In order to apply for Federal funding, the City must complete design drawings, which will be complete in 2022 in preparation for submitting a BUILD grant in 2023.

This project was identified as the top priority for Transportation Master Plan as a near term priority project based on existing and future traffic volumes. This project is needed to address safety and capacity needs in the area as this corridor carries one of the highest volumes of traffic in the City and has a high crash rate.

Segment ADT (Clairborne to Mur-Len) = 39,395 vpd; Crashes = 473 (2017-2019); Crash Rate = 10.96 crashes per million vehicle miles traveled (1.813 is average).

Prior	Expenditure	2021	2022	2023	2024	2025	Total
500,000	Contingency	200,000	350,000	50,000			600,000
Total	Design	1,000,000	1,750,000	250,000			3,000,000
	Staff	25,000	35,000	30,000			90,000
	Inflation	50,000	170,000	40,000			260,000
	<b>Total</b>	<b>1,275,000</b>	<b>2,305,000</b>	<b>370,000</b>			<b>3,950,000</b>

Prior	Funding Sources	2021	2022	2023	2024	2025	Total
500,000	GO Bonds 10 yr				4,450,000		4,450,000
Total	Temporary Notes	1,275,000	2,305,000	370,000	-4,450,000		-500,000
	<b>Total</b>	<b>1,275,000</b>	<b>2,305,000</b>	<b>370,000</b>	<b>0</b>		<b>3,950,000</b>

## Budget Impact/Other

This phase of the project includes design in preparation for a 2023 BUILD grant application.



# City of Olathe

## COUNCIL AGENDA ITEM

---

**MEETING DATE:** 2/2/2021

---

**FOCUS AREA:** Infrastructure (Engineering)

**STAFF CONTACT:** Mary Jaeger / Beth Wright

**SUBJECT:** Authorization for concept engineering and preliminary design of the 119<sup>th</sup> Street, Woodland to Northgate Improvements, PN 3-C-024-21.

---

**ITEM DESCRIPTION:**

Consideration of Resolution No. 21-1015 authorizing the 119<sup>th</sup> Street, Woodland to Northgate, Improvements Project, PN 3-C-024-21.

---

**SUMMARY:**

This project is needed to provide a missing link of 119<sup>th</sup> Street between Woodland Road and Northgate, to provide total transportation connectivity from K-7 Highway, reduce congestion on adjacent arterials, and to promote commercial growth and development along the 119<sup>th</sup> Street corridor. The project will include a new 4-lane divided arterial section along with intersection improvements at Woodland Road and 119<sup>th</sup>, Northgate and 119<sup>th</sup> Street, and Nelson and Northgate. Also included in the scope of the project will be a bridge that spans the BNSF railroad and Mill Creek. This project will provide pedestrian accommodations and a connection from 119<sup>th</sup> Street to the Gary Haller Trail.

This project has been identified as a near term priority project in the Transportation Master Plan. The project is also a high priority for the development community based on stakeholder meetings since it will promote commercial growth along the 119<sup>th</sup> Street corridor and connectivity between I-35 and K-7 Highway. According to DirectionFinder Survey, the top priority of citizens is traffic flow and congestion management, with ease of east-west travel being one of the most important transportation measures.

The estimated cost for these improvements is \$43,335,000 including preliminary and final design, utility relocations, staff time, land acquisition, permitting, construction and inspection. However, to more fully understand the cost, scope, location of improvements, and impact of the project, this initial authorization is only for \$1,800,000 to begin conceptual and preliminary engineering including studying the economic benefit of the project, return on investment, and traffic modeling before and after the project.

This project is tentatively scheduled for design in 2021/2022, land acquisition and utility relocations in 2022, and construction in 2023/2024.

---

**FINANCIAL IMPACT:**

Funding for this first phase of the 119<sup>th</sup> Street, Woodland to Northgate, Improvements Project includes:

GO Bonds

\$1,800,000

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**MEETING DATE:** 2/2/2021

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**Total**

**\$1,800,000**

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**ACTION NEEDED:**

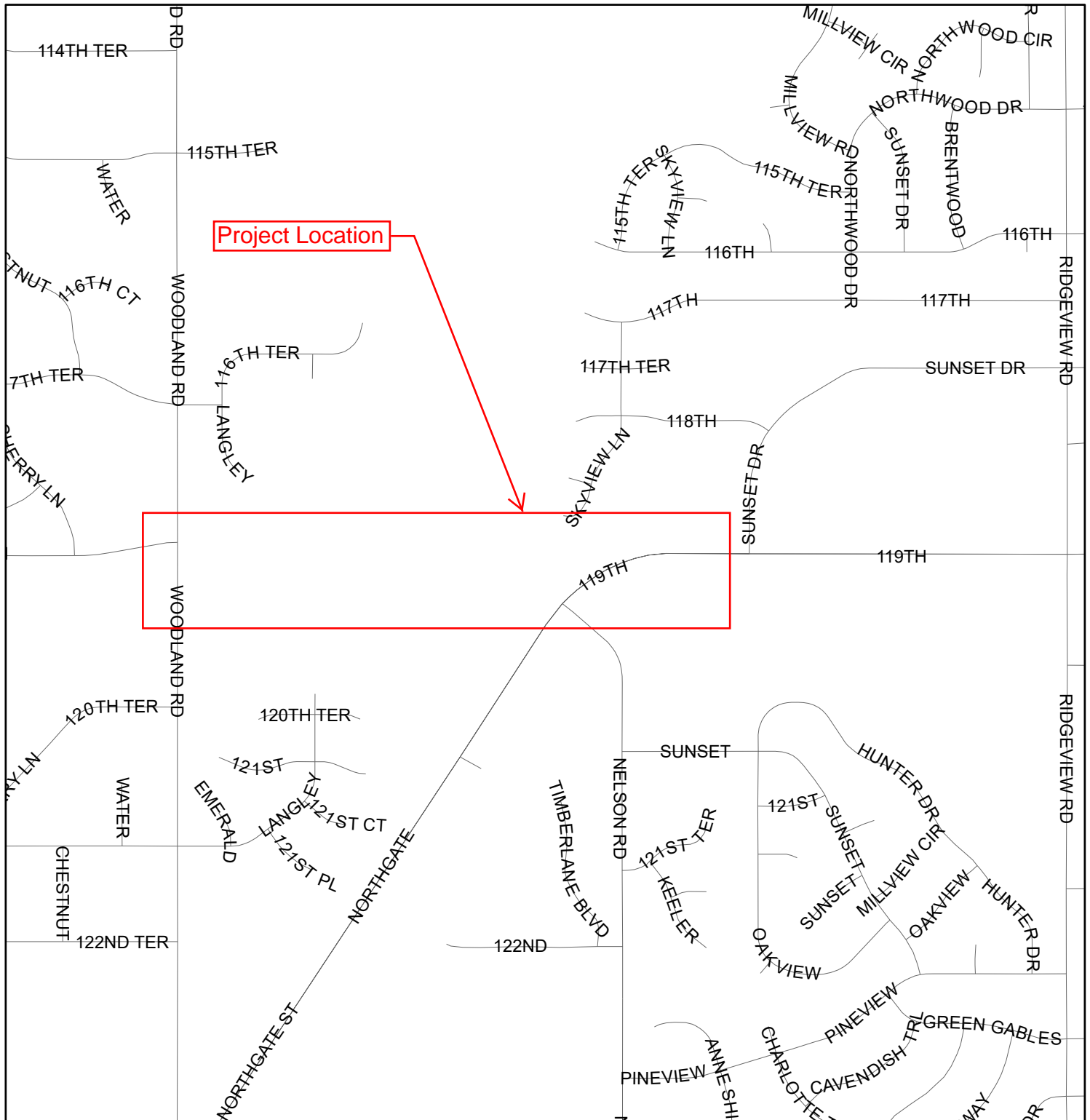
Approval of Resolution No. 21-1015 authorizing the 119<sup>th</sup> Street, Woodland to Northgate, Improvements Project, PN 3-C-024-21.

---

**ATTACHMENT(S):**

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

# 119th St., Woodland to Northgate, Improvements Project PN 3-C-024-21 Project Location Map





**Project Fact Sheet**  
**119<sup>th</sup> Street, Woodland to Northgate**  
**PN 3-C-024-21**  
**February 2, 2021**

**Project Manager:** Beth Wright / Therese Vink

**Description:** This project will include an extension of 119th Street from Woodland Road to Northgate Street. The project will include a new 4-lane divided arterial section along with intersection improvements at Woodland Road and 119<sup>th</sup>, Northgate and 119<sup>th</sup> Street, and Nelson and Northgate. Also included in the scope of the project will be a bridge that spans the BNSF railroad and Mill Creek.

**Justification:** This project has been identified as a near term priority project in the Transportation Master Plan. The project is also a high priority for the development community based on stakeholder meetings since it will promote commercial growth along the 119<sup>th</sup> Street corridor and connectivity between I-35 and K-7 Highway. According to DirectionFinder Survey, the top priority of citizens is traffic flow and congestion management, with ease of east-west travel being one of the most important transportation measures.

<b>Schedule:</b>	<b>Item</b>	<b>Date</b>
Design:	RFQ	10/19/2020
	Consultant Selection	02/02/2021
Land Acquisition:		Spring 2022 – Estimate
Utility Relocation:		Summer 2022 – Estimate
Construction:	Bid Award	Spring 2023 – Estimate
	Completion	Fall 2024 – Estimate
<b>Council Actions:</b>	<b>Date</b>	<b>Amount</b>
Approved in CIP	2021-2025	\$43,335,000
Project Authorization Report	01/19/2021	N/A
Project Authorization	02/02/2021	\$1,800,000
Professional Service Agreement	02/02/2021	\$1,115,796
Project Authorization		
Supplemental with HDR		
Land Acquisition		
Utility Relocation Agreements		
CARS Agreement		
Accept Bid/Award Contract		
<b>Funding Sources:</b>	<b>Amount</b>	<b>CIP Year</b>
GO Bonds	\$41,335,000	2025
CARS	\$ 2,000,000	2023
<b>Expenditures:</b>	<b>Budget</b>	<b>Amount to Date</b>
Design	\$ 4,240,000	\$0



## Attachment B

Land Acquisition	\$ 2,000,000	\$0
Utilities	\$ 2,000,000	\$0
Construction	\$28,665,000	\$0
Inspection	\$ 795,000	\$0
Staff	\$ 325,000	\$0
Contingency	\$ 5,310,000	\$0
<b>Total</b>	<b>\$43,335,000</b>	<b>\$0</b>

**RESOLUTION NO. 21-1015**

**A RESOLUTION AUTHORIZING THE 119<sup>TH</sup> STREET, WOODLAND TO NORTHGATE IMPROVEMENTS PROJECT, PN 3-C-024-21.**

**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**, 119<sup>th</sup> Street in the City has been designated as a main trafficway pursuant to Section 10.10.010 of the Olathe Municipal Code and the Act; and

**WHEREAS**, the Governing Body of the City deems it necessary to authorize the improvements to 119<sup>th</sup> Street from Woodland and Northgate 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 119<sup>th</sup> Street, Woodland to Northgate Improvements Project (the “Project”). Said Project will include construction of a missing section of 119<sup>th</sup> Street between Woodland Road and Northgate. The Project will include a 4-lane divided arterial, intersection improvements at both Woodland and Northgate, along with a bridge spanning Mill Creek and the BNSF railroad tracks and all other work necessary to complete the project.

**SECTION TWO:** The cost of the Project shall not exceed \$1,800,000, exclusive of issuance and interest costs for temporary financing. The funds to pay for the Project shall come from the following source:

General Obligation Bonds	<u>\$1,800,000</u>
--------------------------	--------------------

<b>TOTAL</b>	<b>\$1,800,000</b>
--------------	--------------------

Included in the Project costs are an impact study, conceptual engineering, preliminary design, survey, staff time 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 \$1,800,000 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 2nd day of February 2021.

**SIGNED** by the Mayor this 2nd day of February 2021.

---

Mayor

**ATTEST:**

---

City Clerk

(SEAL)

**APPROVED AS TO FORM:**

---

City Attorney



# City of Olathe

## COUNCIL AGENDA ITEM

---

**MEETING DATE:** 2/2/2021

---

**FOCUS AREA:** Infrastructure (Engineering)

**STAFF CONTACT:** Mary Jaeger / Beth Wright

**SUBJECT:** Professional Services Agreement with HDR for concept and preliminary engineering of the 119<sup>th</sup> Street, Woodland to Northgate, Improvements Project, PN 3-C-024-21.

---

**ITEM DESCRIPTION:**

Consideration of Professional Services Agreement with HDR Engineering, Inc., for design services for the 119<sup>th</sup> Street, Woodland to Northgate, Improvements Project, PN 3-C-024-21.

---

**SUMMARY:**

This project is needed to provide a missing link of 119<sup>th</sup> Street between Woodland Road and Northgate, to provide total transportation connectivity from K-7 Highway, reduce congestion on adjacent arterials, and to promote commercial growth and development along the 119<sup>th</sup> Street corridor. The project will include a new 4-lane divided arterial section along with intersection improvements at Woodland Road and 119<sup>th</sup>, Northgate and 119<sup>th</sup> Street, and Nelson and Northgate. Also included in the scope of the project will be a bridge that spans the BNSF railroad and Mill Creek. This project will provide pedestrian accommodations and a connection from 119<sup>th</sup> Street to the Gary Haller Trail.

This project has been identified as a near term priority project in the Transportation Master Plan. The project is also a high priority for the development community based on stakeholder meetings since it will promote commercial growth along the 119<sup>th</sup> Street corridor and connectivity between I-35 and K-7 Highway. According to DirectionFinder Survey, the top priority of citizens is traffic flow and congestion management, with ease of east-west travel being one of the most important transportation measures.

A Request for Qualifications for this project was issued on October 19, 2020. Seven (7) firms responded to this request and HDR Engineering, Inc. (HDR) was selected based on the submitted qualifications. The proposed agreement with HDR includes traffic analysis, data collection, conceptual design alternatives, preliminary design and economic analysis. The total cost for this agreement is \$1,115,796.

Staff will return to council in the future with a supplemental agreement for final design.

This project is tentatively scheduled for design in 2021/2022, land acquisition and utility relocations in 2022, and construction in 2023/2024.

---

**FINANCIAL IMPACT:**

Funding for this first phase of the 119<sup>th</sup> Street, Woodland to Northgate, Improvements Project includes:

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**MEETING DATE:** 2/2/2021

---

GO Bonds  
**Total**

\$1,800,000  
**\$1,800,000**

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**ACTION NEEDED:**

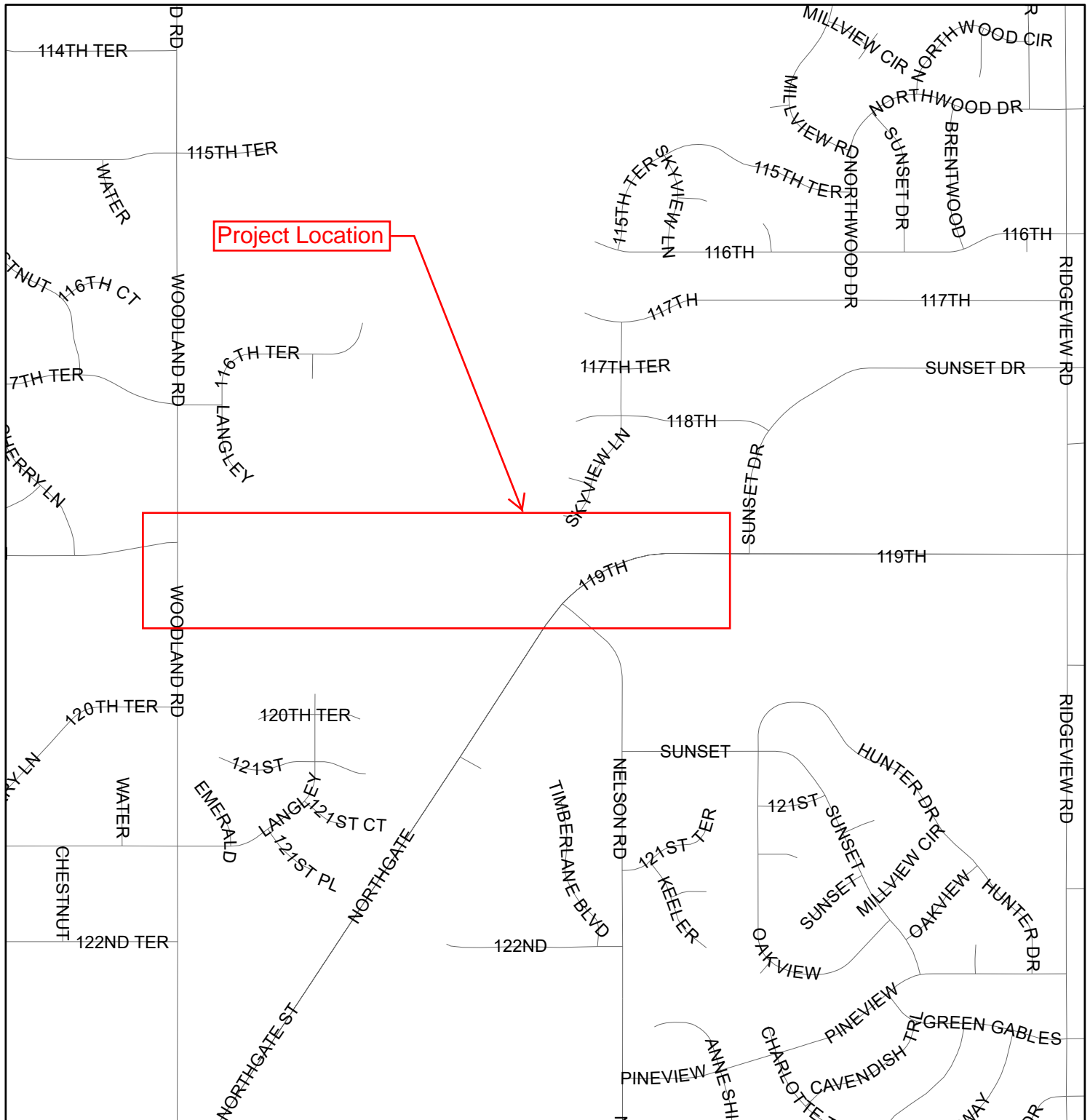
Approval of Professional Services Agreement with HDR Engineering, Inc., for design services for the 119<sup>th</sup> Street, Woodland to Northgate, Improvements Project, PN 3-C-024-21.

---

**ATTACHMENT(S):**

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

# 119th St., Woodland to Northgate, Improvements Project PN 3-C-024-21 Project Location Map





**Project Fact Sheet**  
**119<sup>th</sup> Street, Woodland to Northgate**  
**PN 3-C-024-21**  
**February 2, 2021**

**Project Manager:** Beth Wright / Therese Vink

**Description:** This project will include an extension of 119th Street from Woodland Road to Northgate Street. The project will include a new 4-lane divided arterial section along with intersection improvements at Woodland Road and 119<sup>th</sup>, Northgate and 119<sup>th</sup> Street, and Nelson and Northgate. Also included in the scope of the project will be a bridge that spans the BNSF railroad and Mill Creek.

**Justification:** This project has been identified as a near term priority project in the Transportation Master Plan. The project is also a high priority for the development community based on stakeholder meetings since it will promote commercial growth along the 119<sup>th</sup> Street corridor and connectivity between I-35 and K-7 Highway. According to DirectionFinder Survey, the top priority of citizens is traffic flow and congestion management, with ease of east-west travel being one of the most important transportation measures.

<b>Schedule:</b>	<b>Item</b>	<b>Date</b>
Design:	RFQ	10/19/2020
	Consultant Selection	02/02/2021
Land Acquisition:		Spring 2022 – Estimate
Utility Relocation:		Summer 2022 – Estimate
Construction:	Bid Award	Spring 2023 – Estimate
	Completion	Fall 2024 – Estimate
<b>Council Actions:</b>	<b>Date</b>	<b>Amount</b>
Approved in CIP	2021-2025	\$43,335,000
Project Authorization Report	01/19/2021	N/A
Project Authorization	02/02/2021	\$1,800,000
Professional Service Agreement	02/02/2021	\$1,115,796
Project Authorization		
Supplemental with HDR		
Land Acquisition		
Utility Relocation Agreements		
CARS Agreement		
Accept Bid/Award Contract		
<b>Funding Sources:</b>	<b>Amount</b>	<b>CIP Year</b>
GO Bonds	\$41,335,000	2025
CARS	\$ 2,000,000	2023
<b>Expenditures:</b>	<b>Budget</b>	<b>Amount to Date</b>
Design	\$ 4,240,000	\$0

## Attachment B

Land Acquisition	\$ 2,000,000	\$0
Utilities	\$ 2,000,000	\$0
Construction	\$28,665,000	\$0
Inspection	\$ 795,000	\$0
Staff	\$ 325,000	\$0
Contingency	\$ 5,310,000	\$0
<b>Total</b>	<b>\$43,335,000</b>	<b>\$0</b>



## **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:

### **119<sup>th</sup> Street, Woodland to Northgate Design Services** **Project No. 3-C-024-21**

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 million, one hundred and fifteen thousand, seven hundred and ninety-six dollars (\$1,115,796)**, 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:

Phase 1 – Data Collection and Concept Design	(54.6%)
Phase 2 – Preliminary Design Phase	(45.4%)

TOTAL	100 %
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2. Reimbursable Expenses: Consultant will be reimbursed at the actual cost, not to exceed a total expense of **One hundred thirty-eight thousand, seven hundred and ten dollars (\$138,710)** 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 **October 1, 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: ***Joseph E. Drimmel, Sr. Vice President (Authority of bind consultant), James Scott Heavin – day to day consultant 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: Therese Vink, PE  
100 E. Santa Fe  
P.O. Box 768  
Olathe, KS 66051-0768

HDR Engineering Inc.  
Attn: Scott Heavin, PE, Project Manager  
10450 Holmes Road, 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.

**L. COVENANT AGAINST CONTINGENT FEES**

Consultant represents that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration

contingent upon or resulting from the award or making of this Agreement. For breach or violation of this representation, City may terminate this Agreement without liability or may, in its discretion, deduct from the Total Fee or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**M. COMPLIANCE WITH LAWS**

Consultant will abide by all applicable federal, state and local laws, ordinances and regulations applicable to the performance of Professional Services at the time the Professional Services are performed. Consultant will secure all occupational and professional licenses and permits from public and private sources necessary for the fulfillment of the obligations under this Agreement, and will provide City a copy of its certificate of good standing to conduct business in the State of Kansas with this Agreement (**Exhibit G**).

**N. TITLES, SUBHEADS AND CAPITALIZATION**

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

**O. SEVERABILITY CLAUSE**

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

**P. AMBIGUITY CLAUSE AND HIERARCHY OF INTERPRETATION**

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

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

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



**Q. EXECUTION OF CONTRACT**

The parties hereto have caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_.

**CITY OF OLATHE, KANSAS**

By: \_\_\_\_\_  
John Bacon, 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 Road, Suite 600  
Kansas City, MO 64131

**TABLE OF CONTENTS  
OF EXHIBITS**

<b>Exhibit A</b>	<b>Description of Project &amp; Map</b>
<b>Exhibit B</b>	<b>Scope of Services</b>
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<b>Exhibit D</b>	<b>Land Acquisition Checklist for Consultant Projects</b>
<b>Exhibit E</b>	<b>City of Olathe Insurance Requirements</b>
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<b>Exhibit G</b>	<b>Certificate of Good Standing to Conduct Business in Kansas</b>

**EXHIBIT A**  
**Description of Project & Map**

## EXHIBIT A - DESCRIPTION OF PROJECT AND MAP

### **Scope of Project:**

The Design Services for the project includes data collection, conceptual design alternatives, and 30% preliminary design and plans, and project administration duties for the proposed 119th Street four lane divided roadway and bridge improvements between Woodland Road and Northgate/Nelson Road. The project also includes conceptual and preliminary design intersection improvements at the Woodland Road and Northgate/Nelson Road intersections. The four-lane roadway and bridge section for 119th Street shall follow City of Olathe design criteria and standard engineering details. The proposed bridges on 119th Street will overpass the Gary Haller Trail, the BNSF Railway, Mill Creek, and the Mill Creek tributary. The scope of this project will include concept design and preliminary design tasks including topographic survey, traffic analysis, geotechnical engineering, roadway and bridge design, noise study, public involvement, and environmental services.

### **The Services requested by the City include:**

1. Concept Design and Preliminary Plans for 119th Street (Woodland Road to Northgate) - Will include roadway horizontal and vertical geometry, bridge, traffic analysis, intersection design, surveying and field data collection, to support the proposed improvements. The improvements at the east end of the project will include the preliminary design of the Northgate, Nelson Road, and 119th Street intersections.
2. Conducting a traffic analysis of the project limits, including an analysis of the Olathe and MARC traffic models to assess traffic conditions when 119th Street is connected between Woodland and Northgate. The traffic analysis will include the determination of desired intersection traffic control at the west and east ends of the project.
3. Obtaining Ownership and Encumbrance (O&E) reports for up to 45 tracts that make up the boundary of the proposed improvements.
4. Concept design and preliminary plans for approximately 800-ft long roadway bridges (separate bridges for east and westbound traffic) over the BNSF, G. Haller Trail, and Mill Creek/Mill Creek tributary.
5. Public involvement and communication, noise study, project visualization, pedestrian concept design, and environmental support services.
6. Geotechnical field exploration and drilling/soil sampling and testing: This scope includes services for Terracon to perform geotechnical engineering for the project, which includes the field soil data collection and drilling, laboratory testing, and recommendations to support the bridge design. The geotechnical results will be summarized in a draft and final report. It is assumed that the drilling will be performed in 2 phases, one for locations on City/County property, and one for locations on BNSF property. It is assumed that minor tree removal will be required to access boring locations. Tree removal will be approved by the City and County, and will be performed in a manner to create minimal disturbance to the existing topography. It is also assumed that Terracon may use the existing Gary Haller Trail for access to the boring locations. Any disturbance to the trail, the turf/ground, fencing, or other topographic features by Terracon will be corrected and returned to a condition equal to the condition prior to the field work.
7. The scope includes the cost for fees associated with obtaining right of entry for BNSF property for topographic survey and geotechnical drilling. Assumptions for quantity of drilling locations are provided in Exhibit C.

### **General Design Requirements:**

The consultant shall design the Project in conformity with the City of Olathe, State of Kansas, and federal design criteria appropriate for the Project in accordance with the current versions of the following: Olathe Design and Construction Standards, KDOT Design Manual, Bureau of Design's road memorandums; Manual on Uniform Traffic Control Devices (MUTCD), and the Standard Specifications for KS State Road and Bridge Construction with Special Provisions, and with applicable Project Special Provisions with the rules and regulations of the Federal Highway Administration pertaining thereto. City specific requirement shall govern over other publications if conflicts exist.

The Design plans shall be signed and sealed by the licensed professional engineer responsible for the preparation of the design plans. Geotechnical investigations or studies shall be signed and sealed by the licensed Geologist or Professional Engineer responsible for the preparation of the geotechnical investigations or studies. Rights of way descriptions shall be signed and sealed by the licensed land surveyor responsible for the preparation of the rights of way descriptions.

### **General Survey Requirements:**

#### **Vertical Control:**

Elevations for plans shall be obtained from a benchmark on the Johnson County Vertical Control Network. Show the datum benchmark and elevation of the datum benchmark on the plans.

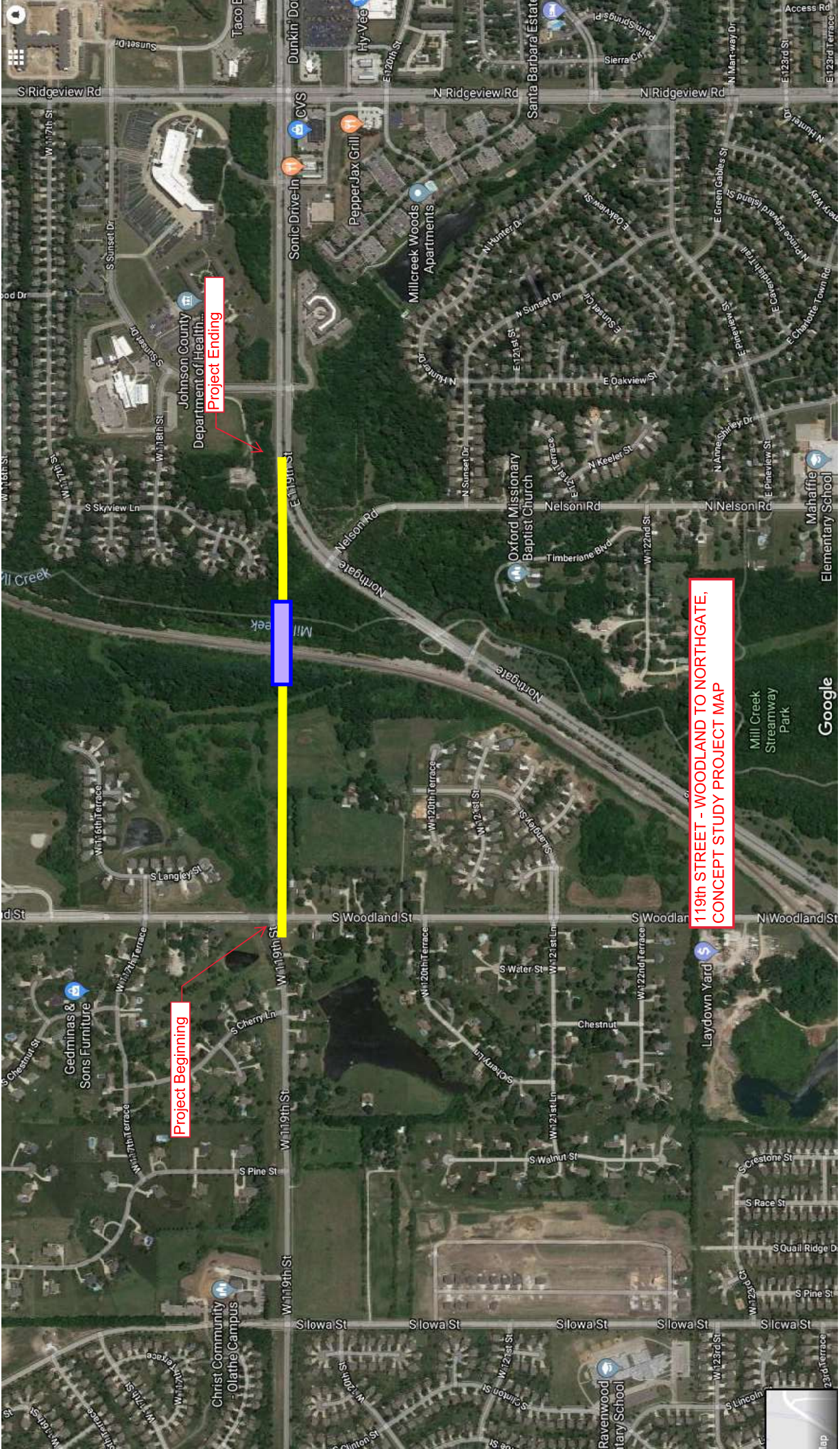
#### **Horizontal Control:**

Section Corner and quarter section corner locations shall be referenced to the Johnson County Horizontal Control Network. As part of the design survey, Section Corners and Quarter Section Corners within the project area and others used for project control must be located, referenced and state plane coordinates determined with GPS equipment. The coordinates and referenced ties shall be shown on the plans and the standard corner reference report submitted to the Kansas State Historical Society, the County Engineer, and cities project engineer within 30 days of the survey as required by state law.

#### **Johnson County Control Bench Marks:**

Johnson County Benchmarks, Johnson County Horizontal Control monuments, and Section Corner and Quarter Section Corners within the area surveyed for the project shall be conspicuously indicated on the plans. Bench marks and section and quarter section corners and property pins within the construction limits shall include a note for the re-establishment of the monuments.





Project Beginning

Project Ending

119th STREET - WOODLAND TO NORTHGATE,  
CONCEPT STUDY PROJECT MAP

Google

**EXHIBIT B**  
**Scope of Services**

## EXHIBIT B - Scope of Services, 119th Street (Woodland to Northgate)

Item of Work	Project Manager	Senior Structural Engineer	Senior Traffic/Roadway Engineer	Senior Water Resources Engineer	Project Engineer	Design Engineer (PE)	Design Engineer (EI)	CADD Technician II / Survey Technician II	CADD Technician I / Survey Technician I	Professional Surveyor	Public Involvement/Graphics Specialist	Administration and Accounting	Total
<b>Task 1. Data Collection and Concept Design</b>													
<b>1.01. Project Management and Administration</b>													
A. Attend pre-design meeting. (Assumes 4 people for 1 hour with meeting minutes prepared and distributed.)	4	2	2			2							10
B. Develop Draft design criteria for the project (all technical disciplines) and prepare draft design memorandum.	4	2	2	2	4	10	8						32
C. Develop and maintain an MS Project design schedule. Schedule to include: Key milestones and decisions, surveys and data collection complete, conceptual design and preliminary plans complete, public involvement, utility coordination, field check plans, ROW documentation, public meetings, agency permits submitted, office check plans, PS&E, and project ready to bid. Submit copy to City and provide updates at scheduled progress meetings.	12					12							24
D. Surveying Field data collection:													
1. Control Surveys - Includes survey research, survey coordination, process control surveys, recover and tie section corners, establish project control points, provide reference ties for project control points, recover project benchmarks and establish temporary benchmarks.								8	90	16			114
2. Field surveys.													
a. Field design surveys of existing surface topographic features within the project limits (roughly 100' (average) each side of the section line). Includes shots at pavement tie-in locations, existing storm and sanitary systems, visible irrigation systems, fences, trees, creek flowlines, building corners, etc. to create project mapping. Includes Woodland intersection approaches (600ft each direction), and Northgate intersection approaches (1000-ft along Nelson and Northgate).						4			270	10			284
b. Pre-construction survey of existing visible property corners and include in mapping (assumes up to 25 corners).									100	6			106
c. Create a Certificate of Survey to reflect pre-construction property corners status adjacent to project. HDR to provide property corner location/survey info to contractor prior to construction.								16		8			24
d. Download and process design surveys.								16		4			20
e. Develop DTM surface from surveys.								10		10			20
f. Survey soil boring locations and ground elevations as staked by the geotechnical firm.								3	32	3			38
g. Prepare and submit to governmental agencies a certified land corner record for each section corner recovered and used on this project.								16		8			24
3. Contact utilities and obtain record facility maps.								4		4			8
4. Contact Kansas One-Call and coordinate marking of underground utilities Field locate horizontal locations of all utilities that respond and mark their facilities or are visible.								4	20	8			32
5. Compile project photos of existing conditions (roadway, entrances, neighborhood monuments, grading, vegetation, etc.)									6				6
6. Mill Creek/Mill Creek tributary stream crossing elevation data, including historical high-water elevations where applicable. Assumes up to 4 stream cross sections of Mill Creek and 4 stream cross sections of Mill Creek Tributary.								2	20	2			24
E. Prepare base map at a scale of 1"=20' to include surveyed topographic information, contours at 2' intervals and existing utility information from utility locates, visible features and/or facility maps.								50	4	10			64
F. Ownership and abutting property information:													
1. Ownership information. HDR will contract with an approved title company for ownership information investigations. The costs associated with this work shall be paid by HDR to the title company. The estimated costs associated with ownership information investigations is included in the expenses summarized below.								1		3			4
2. Review ownership and encumbrance reports from the title company and develop list of comments for possible changes (Assumes up to 45 tracts). Once title reports are complete, scan and provide electronic copies to City.								45		45			90
3. Review record drawings on abutting projects / subdivisions from City.								2		4			6
4. Obtain and review new, approved site plans for adjacent developments								2		1			3
5. Show City supplied plat information on plans.								2		2			4
6. Draw existing road right-of-way, property lines and easements based on above information including existing plats and title reports. (assumes up to 45 abutting tracts).								50		16			66
<b>1.02. Johnson County GIS data:</b> Obtain GIS data from Johnson County including property lines, ROW, 3-D contours, topography, and utility CAD files. Use these base files during concept design and duration of project as required.						4	4	8					16
<b>1.03. Environmental Review (Desktop and Field and Agency)</b>													
A. Desktop review and reporting					40		20						60
B. Field data collection (Wetlands, Streams, T&E Habitat)					80		20						100
C. Initial agency review letters (USFWS, SHPO, KDWP, DWR, etc.)					24		8						32
D. Conceptual design support, in context of environmental assets within the project limits, to the roadway and bridge design staff					16								16
E. Field data collection: Field survey and mark existing trees on existing Johnson County Parks and City of Olathe property (east of BNSF) that make up the current vegetative topography. Trees with a minimum 6" caliper to be marked by environmental staff for survey crew to record.					8		24						32
<b>1.04. Mill Creek/Tributary to Mill Creek data collection for conceptual hydraulic analysis</b>													
A. Data Review - review available aerial photography, topographic mapping, FEMA Flood Insurance Studies, FEMA floodplain mapping, and associated GIS data.				2	8								10
B. Develop field survey data collection plan for hydraulic analysis.				1	2								3



## EXHIBIT B - Scope of Services, 119th Street (Woodland to Northgate)

Item of Work	Project Manager	Senior Structural Engineer	Senior Traffic/Roadway Engineer	Senior Water Resources Engineer	Project Engineer	Design Engineer (PE)	Design Engineer (EI)	CADD Technician II / Survey Technician II	CADD Technician I / Survey Technician I	Professional Surveyor	Public Involvement/Graphics Specialist	Administration and Accounting	Total
C. Complete FEMA data request forms for current regulatory floodplain and floodway models for Mill Creek and associated tributaries. City to submit request to FEMA and provide models to HDR.				1	2								3
<b>1.05. Traffic Data Collection and Analysis</b>													
A. Conduct and organize peak-hour intersection turning-movement counts for up to 12 study intersections in the study area; obtain and analyze available 24-hour counts from City of Olathe			1		2		6						9
B. Perform Synchro analysis on the 12 study intersections AM/PM			1		2		12						15
C. Obtain and analyze Streetlight O-D patterns for the area roughly bounded by K-10 on the north, K-7 on the west, I-35 on the east, and Santa Fe Road on the south.			2		2		12						16
D. Run Olathe TDM (traffic demand model) with and without 119th, near- and long-term, AM/PM/Daily.			2		8		16						26
E. Request and review/organize MARC TDM (traffic demand model) runs with and without 119th (Woodland to Northgate) for near term and long term scenarios, AM/PM/Daily events.			2		4		12						18
F. Develop near- and long-term AM, PM, Daily forecasts for the connected 119th, as well as the other major arterials in the study area (College, 127th, Woodland, Ridgeview, Northgate, Lone Elm).			2		6		32						40
G. Perform Synchro analysis on "with 119th extension" AM/PM, near/long-term			1		2		8						11
H. Perform GIS analysis of emergency response times/distances with and without proposed improvements on 119th (Woodland to Northgate)			1		2		8						11
I. Based on traffic forecasts, recommend lane configurations for 119th Street between Northgate and Iowa, including intersection lane geometrics and traffic control at Woodland, Northgate, and Nelson.			4		4		6						14
J. Develop a list of other associated improvements, outside the project limits, that may be needed in the near- or long-terms (Woodland/Northgate, 119th/Lone Elm, etc.).			4		8		10						22
K. Develop a list of City-planned future projects (from TMP) that may be deferred, delayed, or removed as a result of constructing the missing link on the 119th Street corridor (Woodland to Northgate) (e.g., Harold Street/127th Street expansion), with programming-level project estimates.	2		4		4	8	12						30
L. Perform benefit-cost analysis of proposed 119th extension (Woodland to Northgate), accounting for cost savings on other projects as well as delay benefits to area traffic.	2		2		4	8	8						24
M. Perform an economic impact analysis for the project; comparing the current investment of the 119th extension (Woodland to Northgate) with the future costs not constructing the 119th extension (example - costs to upgrading alternative corridors, safety improvements to other BNSF crossings, traffic delay, loss of revenue from developable properties)	12	2	30		40		40						124
N. Provide a traffic/economics memo summarizing the results of Task 1.05.			4		6		12						22
<b>1.06. Concept Roadway Design Development</b>													
A. Concept typical section/modeling template development for mainline 119th Street and all sideroads within project limits and connecting to 119th Street.	2		1			6	8	6					23
B. Horizontal Alignment and edge of pavement concept development for 119th Street, Woodland Road, Northgate, and Nelson. (assume up to 4 concept options for 119th, 2 options for Woodland, and 3 options for Northgate and Nelson)	12	4			6	40	40						102
C. Intersection 2-D layout concepts (Standard/Signalized Options) development of intersection options for both the 1.) Woodland Road/119th Street and the 2.) Northgate/Nelson/119th intersections. (assume up to 3 concepts for each location)	12		4		12	32	32						92
D. Intersection 2-D layout concept (Continuous flow/roundabout options) development for the Northgate/Nelson/119th intersection. (assume up to 2 options for Northgate) Layout exhibits to display peak hour volumes, lane widths, geometry radii, Inscribed Circle Diameter (ICD) dimension, design vehicle autoturn paths, sight distances, and fastest vehicle paths and speeds table.	16		12		20	60	40						148
E. Vertical Alignment design development for 119th Street, Woodland Road, Northgate, and Nelson. (assume up to 2 vertical alignment options for each of the horizontal options developed in 1.06.B.	4	4			8	32	32						80
F. Develop concept roadway model (and templates) and construction grading limits for 119th Street and Northgate options. (Assume no Woodland intersection modeling at this stage)	2				4	40	80						126
G. Concept design of private entrance horizontal and vertical alignments. At this stage, will only evaluate entrances that may be critical to the feasibility of mainline geometry considered in items A, B, and C above.					2	4	4						10
H. Make adjustments to horizontal and vertical geometry based on review comments from City review of concepts.	4				4	12	12						32
I. Develop and update concept layout strip-maps for each option					2	10	10	16					38
J. Quality review (roadway geometry QA/QC)	2		6	2	10	10	8						38
<b>1.07 Concept Bridge Design (dual structures over Mill Creek/Trib, BNSF, and Haller Trail)</b>													
A. Data review - review topographic survey data		2				4							6
B. Concrete girder superstructure layout options (2 span arrangements)		4				16	32						52
C. Steel girder superstructure layout options (2 span arrangements)		4				16	32						52
D. Investigate interior pier options and foundation types						12	24						36
E. Study need for bridge deck drainage & piping to keep deck run off from ROW						12	16						28
F. Coordinate horizontal alignment and profile with roadway staff		2				6							8
G. Coordinate options with H&H staff						4	8						12
H. Constructability review for each option (4 total)		4				8							12
I. Opinion of construction costs for each option (4 total)		6				10							16
J. Conceptual layout for roadway roll plot of each option (4 total)						4	16	32					52
K. Structure type recommendation memorandum	1					4	8						13
L. QC Review of recommendation concept sketches, memorandum and address comments	2	8				4		8					22



## EXHIBIT B - Scope of Services, 119th Street (Woodland to Northgate)

Item of Work	Project Manager	Senior Structural Engineer	Senior Traffic/Roadway Engineer	Senior Water Resources Engineer	Project Engineer	Design Engineer (PE)	Design Engineer (EI)	CADD Technician II / Survey Technician II	CADD Technician I / Survey Technician I	Professional Surveyor	Public Involvement/Graphics Specialist	Administration and Accounting	Total
M. Meeting with City to discuss options and recommendation	1	4				4							9
N. Finalize memo after City comments	1					4		8					13
<b>1.08. Visualization and rendering tools/graphics (for concept phase)</b>													
A. Prepare visualization graphics to support the options developed in Task 1.													0
1. Develop birdseye/still perspective view looking northwest (assume views of up to 2 options)(Rendering stills at this stage will be focused in the Northwood Trails impact area)	2	2			5	20			40		60		129
2. Develop birdseye perspective view looking northeast (assume views of up to 2 options)(Rendering stills at this stage will be focused in the Northwood Trails impact area)	2	2			5	20			40		60		129
B. Develop conceptual level vegetative buffer/tree and landscape plan for each roadway option. Includes visualization plan view of existing trees to remain, and proposed new planting measures to maintain vegetative buffer between roadway/bridge improvements and existing residential areas.	8	8	4	6	20	40							86
<b>1.09. Concept Phase BNSF Railway Coordination</b>													
A. Initial project meeting with BNSF and City to discussion design scope, constraints, property boundaries within project limits, schedule, and BNSF requirements	2	4				8							14
B. Prepare bridge layout sketches for meeting with BNSF						4	8	8					20
C. Prepare and negotiate "Right of Entry" agreement for HDR to obtain topographic survey and soil borings on BNSF property.	1	4											5
D. Second meeting with BNSF to discuss bridge design layout options		4				8							12
E. Memorandum and documentation to finalize proposed structure section over BNSF property	2	4				4							10
<b>1.10. Mill Creek/Tributary to Mill Creek - Conceptual hydraulic analysis</b>													
A. Coordinate with BNSF/Bridge Staff regarding concept-level bridge configuration (type/length), feasibility of shortened bridge, ROW acquisition, etc.	1			8	8								17
B. Review available hydrologic data. Assume effective hydrology will be utilized for hydraulic analysis.				2	8								10
C. Develop duplicate-effective hydraulic model to reproduce Flood Insurance Study data using latest version of HEC-RAS.				2	8								10
D. Develop corrected effective hydraulic model to correct model errors.				2	8								10
E. Develop existing conditions hydraulic model to incorporate more detailed topographic data, survey data and represent any modifications that have occurred within the floodplain since the 2009 effective model.				4	20								24
F. Develop proposed conditions hydraulic models. Assume 3 alternative bridge configurations will be evaluated.				8	40								48
G. Coordinate with bridge staff on conceptual-level plan sheets.				6	20								26
H. Prepare preliminary H&H technical memorandum and supporting graphics.				12	32								44
I. Attend internal coordination meetings				4	8								12
<b>1.11. Geotechnical Sub-Consultant contract management</b>													
A. Sub-contract and manage the task for a geotechnical firm for soil borings/drilling exploration and pavement cores to support the design of the bridge, retaining wall, and roadway design analysis and recommendations. (expense for work included under Expenses below). Coordinate the traffic control, BNSF coordination, and site access plan for the geotechnical sub-consultant.	8	8			8	24	8					2	58
B. Provide boring layout for borings outside BNSF property (proposed bridge & walls)		2				4	8	8					22
C. HDR will review and submit to the City a copy of the geotechnical investigation report. This report will include a summary of exiting soil/rock conditions and groundwater levels at key locations within the project. (Draft report prepared in Task 1)	2	4				4							10
<b>1.12. Utility Mapping/Data Collection and Coordination</b>													
A. Individual meetings with key utility owners to discuss existing facilities in the project corridors. (assume up to 6 one-on-one/virtual meetings during this phase). Meetings/Calls with effected utility companies to work through conflict areas for conceptual design decisions and determination.	2	2			8	20	12	12					56
B. Utility pothole coordination (potholes provided by City on-call or by individual owners). Coordinate potholing for critical utility locations that are necessary in determining the preliminary project horizontal and vertical geometrics and bridge layout.	1	1				8							10
<b>1.13. Progress meetings with City (Assume bi-weekly for first 2 months, then weekly for last 2 months of duration of Task 1)(assume 4 team members per meeting, and 1.5 hr. per meeting and documentation average)</b>	14	14	12		6	14							60
<b>1.14. Team/Task lead field site visit during data collection/Task 1 phase.</b>	6	4	4	4	4	8	8						38
<b>1.15. Project Administration Task 1 - Project administration, budgeting, coordination, and reporting to City on monthly invoices, work progress report, schedule, and financial status of project. (4 month duration of Task I)</b>	8					16						10	34
<b>1.16. Project correspondence and communication with City, BNSF, County, utilities, sub-consultants, and other project stakeholders and agencies on project related items via phone, email and mail. Assumes approximately 2 hours per week for 17 weeks of Task 1.</b>	14					20							34
<b>Subtotal</b>	<b>168</b>	<b>111</b>	<b>107</b>	<b>66</b>	<b>554</b>	<b>624</b>	<b>716</b>	<b>345</b>	<b>622</b>	<b>160</b>	<b>120</b>	<b>12</b>	<b>3605</b>
<b>Labor</b>													
Project Manager @ \$260.00/hr.													\$43,680
Senior Structural Engineer @ \$265.00/hr.													\$29,415
Sr. Traffic/Roadway Engineer @ \$280.00/hr.													\$29,960
Sr. Water Resources Engineer @ \$285.00/hr.													\$18,810
Project Engineer @ \$180.00/hr.													\$99,720
Design Engineer (PE) @ \$140.00/hr.													\$87,360
Design Engineer (EI) @ \$110.00/hr.													\$78,760

## EXHIBIT B - Scope of Services, 119th Street (Woodland to Northgate)

Item of Work	Project Manager	Senior Structural Engineer	Senior Traffic/Roadway Engineer	Senior Water Resources Engineer	Project Engineer	Design Engineer (PE)	Design Engineer (EI)	CADD Technician II / Survey Technician II	CADD Technician I / Survey Technician I	Professional Surveyor	Public Involvement/Graphics Specialist	Administration and Accounting	Total
CADD Technician II/ Survey Technician II @ \$160.00 /hr.													\$55,200
CADD Technician I/ Survey Technician I @ \$110.00 /hr.													\$68,420
Professional Surveyor @ \$160.00 /hr.													\$25,600
Public Involvement Specialist @ \$130.00 /hr.													\$15,600
Administration and Accounting @ \$112.00 /hr.													\$1,344
<b>Task 1. Estimated Labor Costs:</b>													<b>\$553,869</b>
<b>Expenses</b>													
Survey Equipment/Materials													\$1,300
Traffic Data: Streetlight O-D data (Essentials package, 50 zones minimum)													\$10,000
Travel / Miscellaneous													\$1,900
BNSF - Temporary Occupancy Processing Fee (Right of Entry for Surveying)													\$800
BNSF - Temporary Occupancy Processing Fee (Right of Entry for Geotech site work)													\$800
BNSF - Flagging Expense for on-site surveying (@ \$1600/day)													\$3,200
BNSF - Flagging Expense for on-site geotechnical site drilling (@ \$1600/day)													\$4,800
BNSF - Plan review expense allowance (assume 2 @ \$3,000/review)													\$6,000
FEMA data request for Mill Creek model													\$500
Intersection Traffic Counts (Miovision)													\$3,360
Ownership and Encumbrance (O&E) Reports (assume 45, with update in 2022)													\$22,500
<b>Task 1. Estimated Expenses:</b>													<b>\$55,160</b>
<b>Task 1. Total Fee</b>													<b>\$609,029</b>
<b>Task 2. Preliminary (30%) Design Phase</b>													
<b>2.01. Preliminary/30% Roadway Design</b>													
A. Roadway Geometric Design													
1. Refine the selected typical sections, horizontal, and vertical alignments of the preferred selected option from Task 1. Includes 119th Street, Woodland Road, Northgate, and Nelson.	2		2			8	8	4					24
2. Refine the 30% design pavement edge layout including medians and intersections, for the preferred option roadway geometry and intersections.	4		2			16	16	4					42
3. Create horizontal and vertical alignment for Gary Haller trail, for impacts to trail that will require trail relocation. Trail realignment coordinated with proposed bridge layout.	1					8	8						17
4. Create horizontal and vertical alignments for existing and identified future driveways and entrances along the project. Assumes up to 12 driveways / entrances.					2	6	8						16
5. Project stormwater and roadway drainage evaluation - Evaluate and create 30% drainage design strategy with combined open (west) and enclosed (east) systems. Develop concept level drainage plan that will be further designed at a later project stage)	1	1		2	8	8							20
<b>2.02. Prepare Preliminary Roadway 30% Plans</b>													
A. Cover Sheet						2	2	6					10
B. General Notes and General Layout Sheets						2	4	6					12
C. Survey reference sheet						2		6		2			10
D. Roadway typical sections (119th Street, Nelson, Northgate, and Woodland)					1	8	10	12					31
E. Roadway Plan sheets - Scale = 1-inch = 20-ft and shall include north arrow, sheet name, stationing, dimensioning, mainline/side street/entrance baseline and geometric information, existing / proposed easements, tract numbers, ownership information, approximate construction limits, misc. 30% level construction notes. (assume 9 sheets on 119th Street, 3 sheets on Woodland Road, and 3 sheets on Northgate/Nelson)	8				8	40	80	80					216
F. Roadway Profile sheets - scale H: 1-inch = 20-ft; V: 1-inch = 5-ft and shall include 30% design content including sheet name, existing ground line, proposed grade lines, profile, curve information, stationing, and elevation call-offs.	8				8	20	40	40					116
G. Prepare entrance profile sheets. Assumes a total of 12 entrances.					1	2	2	4					9
H. Project cross sections every 25 feet at 1"=10' H and 1"=5' V.													
1. Refine roadway templates to represent the proposed roadway cross section(s) and pavement section(s) throughout the project	2				2	8	8						20
2. Refine proposed roadway model (does not include any customization or adjustments for side streets, driveways or special ditches at this stage). Includes modeling at a 30% level for intersections and bridge	1				2	24	40						67
3. Develop preliminary cross sections	4				2	8	12	30					56
I. Quality review (roadway geometry QA/QC)	16		4		12	8	12	10					62
<b>2.03. Preliminary/30% Bridge Design and Plans</b>													
A. Complete 30% superstructure design for selected structures layout						6	12						18
B. Update design criteria for selected structures type		2				2	4						8
C. Coordinate with roadway staff on horizontal and vertical alignment of 119th Street						4	4						8
D. Finalize hydraulic opening for Mill Creek and Mill Creek tributary with H&H staff						4	4						8
E. Develop preliminary foundation loads for Geotech subconsultant						8	16						24
F. Develop contour map (1 sheet per bridge) (2 sheets total)						6	12	24					42
G. Construction layout sheets (2 sheets per bridge) (4 sheets total)		2				12	24	40					78
H. Bridge typical sections, including abutment and interior pier elevation view. (2 sheets per bridge) (4 sheets total)		2				12	24	40					78
I. Prepare Field Check Opinion of Construction Cost (not itemized at this phase)		2				4	8						14
J. QC Review and address (bridge design only) comments	2	12				2	4	8					28
<b>2.04. Preliminary design phase BNSF Railway coordination</b>													
A. Meeting with BNSF to discuss continued evolution of preliminary design bridge layout	2	6				6							14
B. Modify status preliminary field check plans for BNSF requirements (include railway opening diagram and clearances)						4	8	8					20

**EXHIBIT B - Scope of Services, 119th Street (Woodland to Northgate)**

Item of Work	Project Manager	Senior Structural Engineer	Senior Traffic/Roadway Engineer	Senior Water Resources Engineer	Project Engineer	Design Engineer (PE)	Design Engineer (EI)	CADD Technician II / Survey Technician II	CADD Technician I / Survey Technician I	Professional Surveyor	Public Involvement/Graphics Specialist	Administration and Accounting	Total
C. Provide existing dual track top of rail elevation sheets (1000' each way) (4 sheets total)						2		6					8
D. Senior engineer quality review of BNSF comments and manner of addressing comments		4				2		4					10
E. Coordinate permit requirements and status of ROE approvals during Task 2.		4				2							6
F. Initiate preparation of BNSF permanent crossing agreement for proposed 119th Street bridge		4				8							12
<b>2.05. Geotechnical Sub-Consultant contract management</b>													
A. Provide boring layout for site work on BNSF property for bridge interior piers. Coordinate site access plan for the geotechnical sub-consultant.		4				4	4						12
B. Finalize requirements of the geotech report. (Final report submitted in Task 2.)	1	4				4							9
<b>2.06. Mill Creek/Tributary to Mill Creek - Preliminary hydraulic design</b>													
A. Refine proposed condition hydraulic model for selected alternative to achieve no-rise condition.				4	20								24
B. Perform preliminary scour calculations for selected alternative and provide recommendations for scour countermeasures along Mill Creek and Tributary to Mill Creek.				4	20								24
C. Coordinate with bridge staff on preliminary plan sheets.				4	16								20
D. Refine preliminary H&H technical memorandum and supporting graphics.				6	16								22
E. Attend internal coordination meetings				4	4								8
F. Preliminary Plan review meeting				4	4								8
G. Address preliminary plan review comments and additions	1			8	20								29
<b>2.07. Utility coordination to support concept/preliminary design</b>													
A. Utility coordination meetings (up to 4 total during concept/preliminary design phase) Anticipated to include City of Olathe, JCW, and Evergy	4	4		8		12	12						40
B. Obtain existing information GIS, as-builts, and 2-D survey information and incorporate into base files and existing ground model.						8	8	8					24
C. Incorporate existing utilities (surveyed and potholed, if required and by others) into existing ground model						4	4						8
<b>2.08. 30% Opinion of Probable Construction Cost</b>													
A. Develop preliminary quantities (does not include itemized tables at this stage)	2				8	12	24						46
B. Develop preliminary opinion of probable project costs itemized by unit of work, including right-of-way and contingency. City and HDR to coordinate on unit costs for right-of-way and easement acquisition.	2	2			6	6	2						18
<b>2.09. Public Information/Stakeholder meetings</b>													
A. Technical staff: attend and provide draft exhibits for up to two (2) public meetings	4	1	1		4	16		20					46
B. Develop Public Involvement Plan											8		8
C. Assist Olathe with development and maintain GIS property owner and stakeholder databases											10		10
D. Provide initial and update to public friendly project information on the City's website: project description, location map, alignment exhibits, schedule, FAQs											40		40
E. Provide outreach for two (2) meetings: direct mail, social posts, press releases											40		40
F. Develop one (1) on-demand, ArcGIS format online meeting											60		60
G. Coordinate logistics for one (1) in person public meeting											8		8
H. Develop printed and presentation materials for one (1) in person meeting											40		40
I. Attend and facilitate one (1) in person public meeting											12		12
J. Provide comment/response and meeting summaries for both meetings	2				12						20		34
K. Attend stakeholder meetings up to three (3)	4		4		12			6					26
L. Provide exhibit materials for stakeholder meetings											20		20
<b>2.10. Noise Analysis</b>													
A. Definition of relevant NAC /kickoff meeting and & coordination with City of Olathe	1				12	1							14
B. Perform noise monitoring (validation @ 3 locations)					50	2							52
C. Project noise modeling					80								80
D. Determination of traffic noise impacts					6								6
E. Noise mitigation modeling					8								8
F. Develop recommendations for noise abatement measures					6								6
G. Qualitative discussion of construction related noise					2								2
H. Prepare noise technical report	1				24	16							41
I. Quality assurance/quality control of noise analysis task	2				2								4
<b>2.11. Visualization and rendering tools/graphics (for preliminary design)</b>													
A. Prepare visualization graphics to support preferred option developed in Task 1.													
1. Update and refine concept birdseye still rendering perspective views of preferred option from Task 1	1	1			2	8			8		10		30
2. Create additional views/still perspective views to support the project including view from below bridge, west of BNSF, and looking northeast (assume views of up to 3 options)	1	1			2	24			40		50		118
B. Update and refine the concept phase vegetative buffer/tree and landscape plan for the preferred roadway option. Includes visualization plan view of existing trees to remain, and proposed new planting measures to maintain vegetative buffer between roadway/bridge improvements and existing residential areas.	1	1		6	8	20							36
<b>2.12. Johnson County Parks and Recreation Coordination</b>													
A. Kick-off Meeting with Parks staff	4	2		2		4							12
B. Submit concept plans and discuss impacts to land/trail/streetway and requirements						8	8	8					24
C. Meet to review comments for concept submittal	4	2	6	2		4							18
<b>2.13. Progress meetings with City (Assume bi-weekly for 4 months of duration of Task 2)(assume 4 team members per meeting, and 2 hr. per meeting and documentation average)(assume 9 meetings over 18 week time period)</b>	18	14	10		6	24							72

## EXHIBIT B - Scope of Services, 119th Street (Woodland to Northgate)

Item of Work	Project Manager	Senior Structural Engineer	Senior Traffic/Roadway Engineer	Senior Water Resources Engineer	Project Engineer	Design Engineer (PE)	Design Engineer (EI)	CADD Technician II / Survey Technician II	CADD Technician I / Survey Technician I	Professional Surveyor	Public Involvement/Graphics Specialist	Administration and Accounting	Total
<b>2.14.</b> Project Administration Task 1 - Project administration, budgeting, coordination, and reporting to City on monthly invoices, work progress report, schedule, and financial status of project. (4 month duration of Task 2)	12					14						6	32
<b>2.15.</b> Project correspondence with City, utilities, sub-consultants, and other project stakeholders and agencies on project related items via phone, email and mail. Assumes approximately 3 hours per week for 18 weeks of Task 2.	24		6			24							54
<b>2.16.</b> Cost-share agreement services. Includes design consultant assistance in City's development of agency cost-share agreements.	100					120		30				20	270
<b>Subtotal</b>	<b>240</b>	<b>75</b>	<b>35</b>	<b>54</b>	<b>396</b>	<b>589</b>	<b>432</b>	<b>404</b>	<b>48</b>	<b>2</b>	<b>318</b>	<b>26</b>	<b>2619</b>
<b>Labor</b>													
Project Manager @ \$260.00/hr.													\$62,400
Senior Structural Engineer @ \$265.00/hr.													\$19,875
Sr. Traffic/Roadway Engineer @ \$280.00/hr.													\$9,800
Sr. Water Resources Engineer @ \$285.00/hr.													\$15,390
Project Engineer @ \$180.00/hr.													\$71,280
Design Engineer (PE) @ \$140.00/hr.													\$82,460
Design Engineer (EI) @ \$110.00/hr.													\$47,520
CADD Technician II/ Survey Technician II @ \$160.00 /hr.													\$64,640
CADD Technician I/ Survey Technician I @ \$110.00 /hr.													\$5,280
Professional Surveyor @ \$160.00 /hr.													\$320
Public Involvement Specialist @ \$130.00 /hr.													\$41,340
Administration and Accounting @ \$112.00 /hr.													\$2,912
<b>Task 2. Estimated Labor Costs:</b>													<b>\$423,217</b>
<b>Expenses</b>													
PI Expenses (project exhibits for 1 in-person public meeting)													\$1,600
Printing and Reproduction													\$2,100
Travel / Miscellaneous													\$5,350
Geotechnical Investigation & Analysis (Terracon)(Scope attached)													\$74,500
<b>Task 2. Estimated Expenses:</b>													<b>\$83,550</b>
<b>Task 2. Total Fee</b>													<b>\$506,767</b>
<b>Total Estimated Fee - Task 1 + Task 2</b>													<b>\$1,115,796</b>



**PRELIMINARY FEE ESTIMATE  
GEOTECHNICAL EXPLORATION**

1/13/2021

**119th Street Between Woodland Road and Northgate  
Olathe, KS**

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	TOTAL COST
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**FIELD SERVICES**

Geotechnical Drill Rig and Crew Mobilization/Demobilization	2	lump sum	\$800.00	\$ 1,600.00
Traffic Control (allowance)	5	days	\$1,650.00	\$ 8,250.00
Tree Clearing (allowance)	4	days	\$2,250.00	\$ 9,000.00
Fence Removal/Replacement - Labor and Materials (allowance)	1	days	\$1,350.00	\$ 1,350.00
Railroad Protective Liability Insurance (allowance)	1	lump sum	\$5,000.00	\$ 5,000.00
Roadway/Earthwork Borings with sampling (20 feet or auger refusal)	10	each	\$750.00	\$ 7,500.00
Bridge Borings with sampling (Auger refusal and 20 feet of rock core)	6	each	\$1,800.00	\$ 10,800.00
Pavement Core Truck and Crew Mobilization/Demobilization	1	lump sum	\$400.00	\$ 400.00
Pavement Core and subgrade sampling (max depth 2 feet)	8	each	\$350.00	\$ 2,800.00
Project Management/ Coordination/ City Permits/ Utility Locates	24	per location	\$200.00	\$ 4,800.00
Total				\$ 51,500.00

**ESTIMATED FIELD SERVICES** **\$ 51,500.00**

**LABORATORY SERVICES**

Preparation of Computer Generated Boring Logs	24	per boring	\$90.00	\$ 2,160.00
Moisture Content	64	each	\$10.00	\$ 640.00
Dry Unit Weight	16	each	\$15.00	\$ 240.00
Unconfined Compression Test (soil)	16	each	\$55.00	\$ 880.00
Unconfined Compression Test (rock)	12	each	\$150.00	\$ 1,800.00
Atterberg Limits (LL, PL)	12	each	\$130.00	\$ 1,560.00
Grain Size Analysis (sieve and hydrometer)	6	each	\$170.00	\$ 1,020.00
Total				\$ 8,300.00

**ESTIMATED LABORATORY SERVICES** **\$ 8,300.00**

**ENGINEERING SERVICES**

Senior Geotechnical Engineer	20	hour	\$190.00	\$ 3,800.00
Geotechnical Project Engineer	60	hour	\$145.00	\$ 8,700.00
Geotechnical Staff Engineer	20	hour	\$110.00	\$ 2,200.00
Total				\$ 14,700.00

**ESTIMATED ENGINEERING SERVICES** **\$ 14,700.00**

<b>TOTAL ESTIMATED SERVICES</b>	<b>\$ 74,500.00</b>
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## EXHIBIT B - SCOPE OF SERVICES (Schedule and Contract Assumptions)

**Completion time:** HDR hereby agrees to complete the concept study (Task 1) and 30% preliminary design plans (Task 2) by **October 1, 2021**, and to begin, as part of a supplement to this contract, Field Check design during the Fall of 2021.

### Contract Assumptions:

1	Design and construction documents to use English units.
2	City of Olathe will administer this project and it is anticipated the project will not include federal funding or the NEPA process administered through KDOT or the City of Olathe.
3	Olathe standards for pavement design will be used during the concept and preliminary design phase.
4	Traffic data, current and projected to design year, and breakdown of traffic numbers by vehicle type percentages to be provided by Olathe. HDR will obtain traffic counts using Miovision technology at the intersections of Woodland and 119th and Northgate and Nelson Road. The traffic data obtained will be used by HDR to verify previous Olathe traffic counts and information.
5	No right of way design or documents to be developed in Tasks 1 or 2 of this contract. This contract includes the purchase of title reports/ownership information (and 1 update for each) on a total of 45 land tracts within the project limits.
6	Assumes that no septic sewers are in project area at this time. If existing systems are determined during Task 1 and 2, additional services for impacts will be determined and assessed for future Tasks.
7	HDR will use the latest Olathe City standard drawings and design criteria for the project.
8	Scope includes services to complete the project to a concept and 30% preliminary design status. Assumes that Field Check, Right of Way, Office Check, PS&E, and construction phase design services are not included in this contract but may be contracted at a later date. 30% plans will include title sheet, typical section, roadway plan/profile sheets, side street plan/profile sheets, preliminary bridge plans, and cross sections.
9	The City will provide known or documented utility easements.
10	Does not include an environmental impact statement, historical or other environmental analysis not specifically listed in the basic services.
11	Does not include any effort for mitigation of wetlands or other aquatic habitat at this stage.
12	No RCB or special drainage structure design included at this stage.
13	Assumes no retaining wall layout, design or plans are required at this stage.
14	Does not include any sanitary sewer relocation or water main design, plans, details, or inspection. Assumes only coordination of major utility facilities at this stage, and consideration of utilities that could influence roadway geometry decisions during concept design.
15	Does not include potholing services for existing utilities. Assumes that either the City of Olathe (through on-call potholing contract) or each utility owner will pothole their own facilities for facilitating the utility coordination process.
16	Mill Creek and Mill Creek tributary hydrology will be based on FEMA Flood Insurance Study and watershed study results. Future development condition flows will be used as the basis of design.
17	Includes the cost to obtain the regulatory-based electronic HEC-RAS model files from FEMA for Mill Creek and Mill Creek tributary floodplains and floodway.
18	GIS shape files of the current FEMA floodplain and floodway mapping will be purchased and obtained by FEMA.
19	Does not include services to obtain a Conditional Letter of Map Revision (CLOMR). Increases in flood elevations are not anticipated.
20	It is assumed that the stream impacts will be limited in nature and that the project will be classified and approved by the Corps of Engineer's as falling within the requirements of a Nationwide Permit. (NWP) Stream and wetlands in the project limits will be mapped in the field during Task 1.
21	Assessment of potential stormwater BMP's to support the project will be addressed during Task 2, however detailed stormwater BMP design is not included at this phase.
22	HDR services include effort to obtain the ROE (Right of entry) for the BNSF and Johnson County properties. City will provide any other necessary individual property owner notices for surveys, geotechnical investigation, etc.
23	Design of traffic signals, street lighting, and communication fiber will be contracted at a later phase.
24	City will provide development plans that are within the project limits.
25	Assumes the required permits with the Corps of Engineers (COE) will be prepared and obtained at a later phase.
26	Does not include the cost/fees for BNSF review of design plans. Costs for plan reviews by BNSF will be contracted directly between the City of Olathe and BNSF.

**EXHIBIT C**  
**Fee & Rate Schedule**

# EXHIBIT C



City of Olathe | Section 05 | Standard Hourly Rates Sheet

Role	Loaded Hourly Rate *
Principal / Senior Technical Advisor	\$285.00 - \$350.00
Sr. Project Manager / QA/QC Manager	\$225.00 - \$325.00
Senior Engineer / Project Manager	\$200.00 - \$300.00
Engineer (PE)	\$150.00 - \$200.00
Engineer (EI)	\$110.00 - \$135.00
Environmental Scientist	\$150.00 - \$200.00
Construction Inspector	\$110.00 - \$175.00
Registered Land Surveyor	\$60.00 - \$160.00
CADD Technician I	\$95.00 - \$120.00
CADD Technician II	\$125.00 - \$165.00
Survey Technician	\$85.00 - \$140.00
Public Information Support	\$80.00 - \$125.00
Clerical / Administrative	\$90.00 - \$140.00
Senior Planner	\$190.00 - \$275.00
Landscape Architect	\$110.00 - \$150.00
Reimbursables	Loaded Hourly Rate
Printing & Reproduction	Cost
Travel	Current IRS Rate
Phone	Cost
Mapping	Cost
Subconsultants	Cost

\*Hourly rate ranges include allowable overhead, profit and office equipment charges including computer usage.

\*Hourly rates subject to annual adjustment at first of each calendar year subject to City approval.

\*Hourly rates for staff categories not shown may be used subject to City approval.

## EQUIPMENT

No additional equipment is anticipated for this project.

[hdrinc.com](http://hdrinc.com)



## 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)

6/1/2021

1/25/2021

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).

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> <b>E-MAIL ADDRESS:</b>		<b>FAX (A/C. No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Lexington Insurance Company		<b>NAIC #</b> 19437
<b>INSURED</b> HDR ENGINEERING, INC. 1429583 1917 SOUTH 67TH STREET OMAHA NE 68106	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES** \* **CERTIFICATE NUMBER:** 17324970 **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>COMMERCIAL GENERAL LIABILITY</b> <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
	<b>AUTOMOBILE LIABILITY</b> <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
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	ARCH & ENG PROFESSIONAL LIABILITY	N	N	061853691	6/1/2020	6/1/2021	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)  
 CONSTRUCTION PROJECT FOR 119TH STREET, WOODLAND TO NORTHGATE DESIGN SERVICES PROJECT NO. 3-C-024-21

## CERTIFICATE HOLDER

17324970  
 CITY OF OLATHE, KANSAS  
 ATTENTION: THERESE VINK, PE  
 OLATHE PUBLIC WORKS DEPARTMENT  
 1385 ROBINSON STREET  
 OLATHE KS 66051-0768

## 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

*Joseph M. Agnello*

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# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
01/25/2021

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).

<b>PRODUCER</b> Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C No. Ext):</b> 1-877-945-7378 <b>FAX (A/C No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com														
<b>INSURED</b> HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	<table border="1"> <thead> <tr> <th data-bbox="815 426 1429 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1429 426 1563 451">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="815 451 1429 476"><b>INSURER A:</b> Liberty Mutual Fire Insurance Company</td> <td data-bbox="1429 451 1563 476">23035</td> </tr> <tr> <td data-bbox="815 476 1429 501"><b>INSURER B:</b> Ohio Casualty Insurance Company</td> <td data-bbox="1429 476 1563 501">24074</td> </tr> <tr> <td data-bbox="815 501 1429 527"><b>INSURER C:</b> Liberty Insurance Corporation</td> <td data-bbox="1429 501 1563 527">42404</td> </tr> <tr> <td data-bbox="815 527 1429 552"><b>INSURER D:</b></td> <td data-bbox="1429 527 1563 552"></td> </tr> <tr> <td data-bbox="815 552 1429 577"><b>INSURER E:</b></td> <td data-bbox="1429 552 1563 577"></td> </tr> <tr> <td data-bbox="815 577 1429 602"><b>INSURER F:</b></td> <td data-bbox="1429 577 1563 602"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Liberty Mutual Fire Insurance Company	23035	<b>INSURER B:</b> Ohio Casualty Insurance Company	24074	<b>INSURER C:</b> Liberty Insurance Corporation	42404	<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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<b>INSURER D:</b>															
<b>INSURER E:</b>															
<b>INSURER F:</b>															

## COVERAGES

CERTIFICATE NUMBER: W19937555

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						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:						PERSONAL & ADV INJURY \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE \$ 4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 4,000,000
							\$
A	<b>AUTOMOBILE LIABILITY</b>						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						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	No	N/A				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  
 Olathe Public Works Department  
 Attn: Therese Vink, PE  
 1385 Robinson Street  
 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

*Alicia J. Pavelko*

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ACORD 25 (2016/03)

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SR ID: 20643009

BATCH: 1962006

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

Re: Construction Project for 119th Street, Woodland to Northgate Design Services Project No. 3-C-024-21.



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

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
<b>Any person or organization with whom you have agreed, through written contract, agreement or permit to provide additional insured coverage.</b>	<b>Any location where you have agreed, through written contract, agreement or permit, to provide additional insured coverage</b>
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.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to Section IV – Conditions 4. Other Insurance and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed prior to a loss, that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- (3) 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**

<b>Name Of Person(s) Or Organization(s):</b>
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: AS2-641-444950-040  
Issued by: Liberty Mutual Fire Insurance Company

**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**

<b>Name Of Person Or Organization: As required by written contract or agreement</b>
---

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:Liberty Insurance Corporation

For attachment to Policy No WA7-64D-444950-010  
\$

Effective Date 06/01/2020

Premium

Issued to:HDR Engineering, Inc.

Policy Number TB2-641-444950-030  
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 AS2-641-444950-040  
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		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.

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
<b>Name of Other Person(s) / Organization(s):</b>	
As required by written contract or agreement	30 Days

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation

For attachment to Policy No. WA7-64D-444950-010 Effective Date

06/01/2020 Premium \$

Issued to HDR Engineering, Inc.



**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: 7231608

Entity Name: HDR ENGINEERING, INC.

Entity Type: FOREIGN FOR PROFIT

State of Organization: NE

was filed in this office on June 24, 1985, 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 August 27, 2020

**SCOTT SCHWAB**  
**SECRETARY OF STATE**

Certificate ID: 1146470 - 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

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**MEETING DATE:** 2/2/2021

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**FOCUS AREA:** Infrastructure (Engineering)

**STAFF CONTACT:** Mary Jaeger / Beth Wright

**SUBJECT:** Contract with Phoenix Concrete, LLC for construction of the 2021 Local and Collector Street Mill and Overlay Project - Group A, PN 3-P-004-21.

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**ITEM DESCRIPTION:**

Consideration of Engineer's Estimate, acceptance of bids and award of contract to Phoenix Concrete, LLC for construction of the 2021 Local and Collector Street Mill and Overlay Project - Group A, PN 3-P-004-21.

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**SUMMARY:**

On January 14, 2021, three (3) bids were received and opened for the above referenced project. The bids ranged from \$2,446,224.96 to \$2,832,354.50 with the Engineer's Estimate at \$2,466,632.40. Phoenix Concrete, LLC submitted the low and responsible bid in the amount of \$2,446,224.96. The following is a tabulation of the bids received:

Phoenix Concrete, LLC	\$ 2,446,224.96
Engineer's Estimate	\$ 2,466,632.40
Freeman Concrete Construction, LLC	\$ 2,611,545.24
McAnany Construction, Inc.	\$ 2,832,354.50

This Street Preservation project will provide a 2" depth mill and asphalt overlay, spot replacement of concrete curb and sidewalk, installation of ADA sidewalk ramps and replacement of pavement markings on thirty-three (33) local and collector streets.

Construction is scheduled to begin in Spring 2021 and will be completed in Fall 2021.

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**FINANCIAL IMPACT:**

This project is funded from the City of Olathe's 2021 Street Preservation Program authorized on January 5, 2021. Authorized revenue for the 2021 Street Preservation Program includes:

G.O. Bonds	\$ 4,200,000
<u>Street Maintenance Sales Tax</u>	<u>\$11,000,000</u>
Total	\$15,200,000

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**ACTION NEEDED:**

Approval of Engineer's Estimate, acceptance of bids and award of contract to Phoenix Concrete, LLC for construction of the 2021 Local and Collector Street Mill and Overlay Project - Group A, PN 3-P-004-21.

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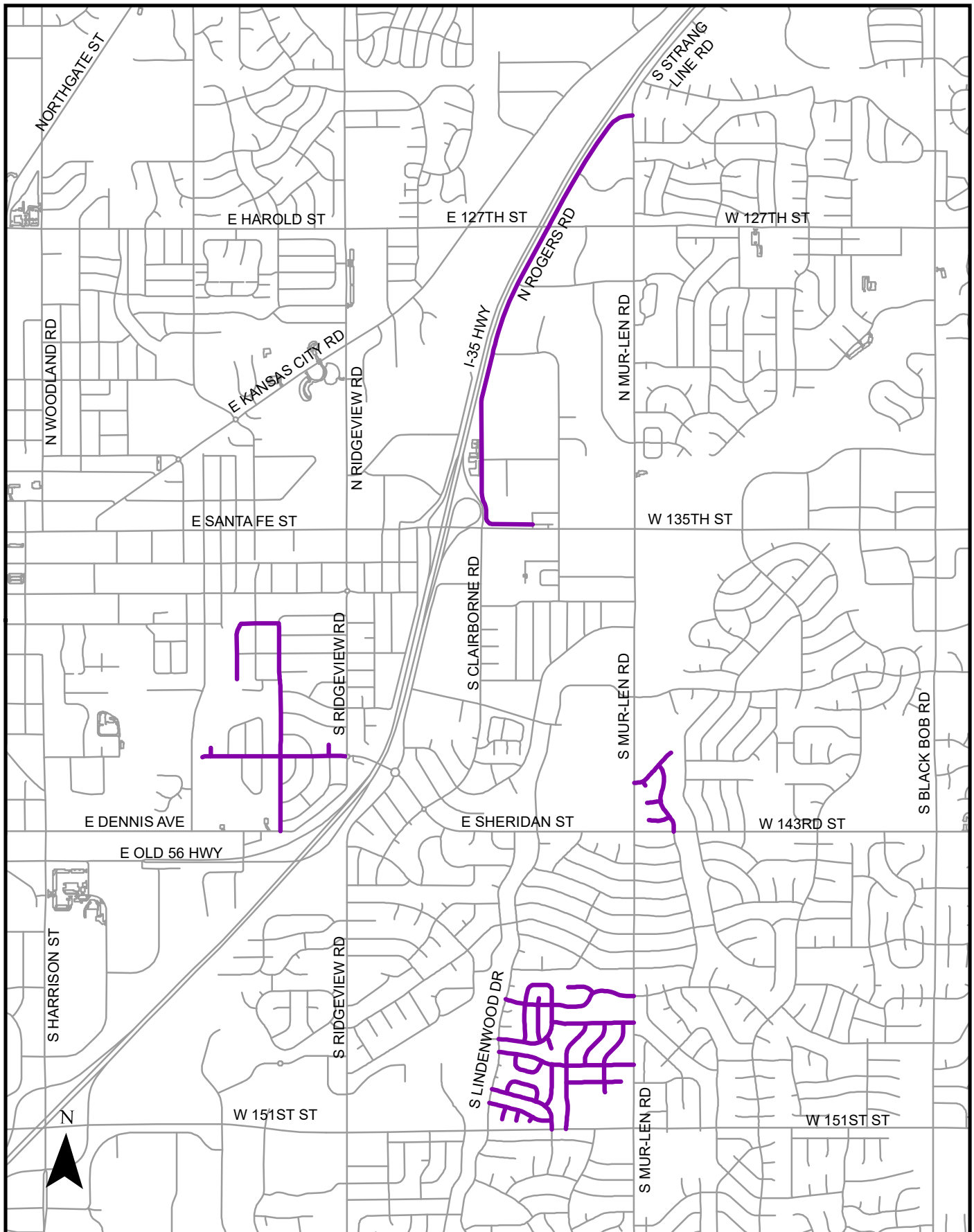
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**MEETING DATE:** 2/2/2021

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**ATTACHMENT(S):**

- A. Project Location Map
- B. Project Fact Sheet
- C. Construction Agreement
- D. Engineer's Estimate and Affidavit of Estimate





**Project Fact Sheet**  
**2021 Local and Collector Street Mill and**  
**Overlay Project - Group A**  
**PN 3-P-004-21**  
**February 2, 2021**

**Project Manager:** Beth Wright / Austin Lamparter

**Description:** The 2021 Local and Collector Street Mill and Overlay Project - Group A will provide a 2" depth mill and asphalt overlay, spot replacement of concrete curb and sidewalk, installation of ADA sidewalk ramps and replacement of pavement markings on thirty-three (33) local and collector streets.

**Justification:** This Street Preservation project will replace the asphalt surface pavement on streets which have fallen below our target condition index.

<b>Schedule:</b>	<b>Item</b>	<b>Date</b>
Construction:	Bid Award	02/02/2021
	Completion	Fall 2021 – Estimate
<b>Council Actions:</b>	<b>Date</b>	<b>Amount</b>
Approved in CIP (Street Preservation Program)	2021-2025	\$57,500,000
Project Authorization (2021 Street Preservation Program)	01/05/2021	\$15,200,000
Contract Award	02/02/2021	\$2,446,224.96
<b>Funding Sources:</b>	<b>Amount</b>	<b>CIP Year</b>
2021 Street Preservation Program	\$3,374,000	2021
<b>Expenditures:</b>	<b>Budget</b>	<b>Amount to Date</b>
Staff	\$ 50,000	\$ 0
Base Repair Asphalt	\$ 800,000	\$ 0
Construction	\$ 2,447,000	\$ 0
Other Project Costs	\$ 7,000	\$ 0
Contingency	\$ 70,000	\$ 0
<b>Total</b>	<b>\$ 3,374,000</b>	<b>\$ 0</b>

BID FORM  
PN 3-P-004-21  
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 2021 Local and Collector Street Mill and Overlay Project - Group A, PN 3-P-004-21.

Schedule of Values

ITEM		UNITS	APPROX. QUANTITY	UNIT PRICE		AMOUNT DOLLARS
				DOLLARS	CENTS	
	<b>PN 3-P-004-21</b>					
1	Remove and Replace Concrete Curb & Gutter ( < 15 LF)	L.F.	949	40	82	\$38,738.18
2	Remove and Replace Concrete Curb & Gutter ( ≥ 15 LF)	L.F.	36,111	22	52	\$813,219.72
3	Remove and Replace 30" Concrete Curb & Gutter	L.F.	604	34	82	\$21,031.28
4	Remove 6" Concrete Driveway (optional as directed by Engineer)	S.Y.	216	21	34	\$4,609.44
5	Install 6" Concrete Driveway (optional as directed by Engineer)	S.Y.	216	54	35	\$11,739.60
6	Remove 4' Concrete Sidewalk	L.F.	5,188	10	37	\$53,799.56
7	Install 4' Concrete Sidewalk	L.F.	5,188	20	40	\$105,835.20
8	Remove 5' Concrete Sidewalk	L.F.	80	11	54	\$923.20
9	Install 5' Concrete Sidewalk	L.F.	80	24	79	\$1,983.20
10	Install Type I ADA Sidewalk Ramp	Ea.	53	1,156	87	\$61,314.11
11	Install Type I ADA 8' Concrete Shared Use Path Ramp	Ea.	1	1,647	99	\$1,647.99
12	Install Type II ADA Sidewalk Ramp	Ea.	12	1,721	10	\$20,653.20
13	Install Type III ADA Sidewalk Ramp	Ea.	2	1,521	10	\$3,042.20
14	Install Type IV ADA Sidewalk Ramp	Ea.	4	1,518	94	\$6,075.76
15	Install Mid-Block ADA Sidewalk Ramp	Ea.	16	1,135	44	\$18,167.04
16	Full Width Milling 2" Depth	S.Y.	118,075	1	82	\$214,896.50
17	Pavement Crack Repair (optional as directed by Engineer)	S.Y.	500	83	36	\$41,680.00
18	Full Depth Base Repair (optional as directed by Engineer)	S.Y.	1,000	54	50	\$54,500.00
19	Install 2" BM-2FR Asphaltic Concrete Surface	Tons	13,300	62	41	\$830,053.00
20	Install 4" Yellow Solid Line Painted Pavement Marking	L.F.	16,650	0	24	\$3,996.00
21	Install 4" White Solid Line Painted Pavement Marking	L.F.	13,466	0	24	\$3,231.84
22	Install 6" White Solid Line Painted Pavement Marking	L.F.	92	0	35	\$32.20
23	Install 12" Yellow Diagonal Solid Line Painted Pavement Marking	L.F.	65	0	64	\$41.60
24	Install 24" White Solid Line Painted Pavement Marking	L.F.	34	3	21	\$109.14
25	Remove and Replace Curb Inlet (optional as directed by Engineer)	Ea.	1	6,415	00	\$6,415.00
26	Remove and Replace Curb Inlet Top (optional as directed by Engineer)	Ea.	4	2,360	00	\$9,440.00
27	Adjust Existing Manhole (optional as directed by Engineer)	Ea.	5	680	00	\$3,400.00
28	Adjust Existing Water Valve (optional as directed by Engineer)	Ea.	10	310	55	\$3,105.50
29	Install and Remove Street Preservation Sales Tax Signs	Ea.	6	67	75	\$406.50
30	Concrete Driveway Patch (optional as directed by Engineer)	S.F.	200	7	34	\$1,468.00
31	On-Grade Inlet Protection (optional as directed by Engineer)	Ea.	20	96	00	\$1,920.00
32	Mobilization	L.S.	1	38,875	00	\$38,875.00
33	Traffic Control	L.S.	1	19,875	00	\$19,875.00
<b>CONTRACTOR BID TOTAL:</b>						\$2,396,224.96
<b>OWNER'S CONTINGENCY ALLOWANCE:</b>						\$50,000.00
<b>TOTAL:</b>						\$2,446,224.96

**ASPHALT MATERIAL INDEX:**

The price included for Asphaltic Concrete Surface will be based on the computed monthly Asphalt Material Index for the month of the bid opening. If the current month is not available at the time of bid opening, the index value for the month prior to bid opening shall be used, 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 15-01009, Asphalt Price Adjustment, 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](http://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 \_\_\_\_\_ (“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:

Milling and resurfacing of thirty-three (33) local and collector asphalt streets in four (4) areas including approximately 118,000 square yards of 2” depth full width milling, 13,300 tons of 2” depth asphalt surface replacement, asphalt base repairs as needed, replacement of pavement markings, installation of 72 ADA sidewalk ramps, 5,200 linear feet of sidewalk removal and replacement along with 37,600 linear feet of spot curb replacement.

**ARTICLE 2 – THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 2021 Local and Collector Street Mill and Overlay Project - Group A, Project No. 3-P-004-21.

**ARTICLE 3 – ENGINEER**

- 3.01 The Project has been designed by City of Olathe, Kansas, Public Works Department, Engineering Division.

**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 100 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 3, 2021
- C. The Work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by October 8, 2021.

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 proceeding 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 \$1,500.00 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 \$500.00 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:

\$\_\_\_\_\_

[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 EJCDC C-520-13, inclusive).
  - 3. Statutory bond (pages to EJCDC C-520-14 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 five sheets with each sheet bearing the following general title: 2021 Local and Collector Street Mill and Overlay Project - Group A.
  - 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

## 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:

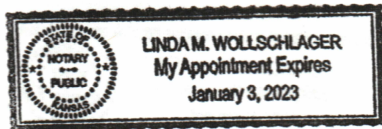
1. I am the City Engineer for the City of Olathe, Kansas.
2. The attached detailed estimate of the cost for the 2021 Local and Collector Street Mill and Overlay Project - Group A, P.N. 3-P-004-21 is attached and I am providing the estimate of the cost under oath (Exhibit A).

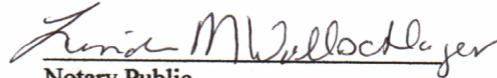
Elizabeth  
Wright

Digitally signed by  
Elizabeth Wright  
Date: 2021.01.14  
15:21:23 -06'00'

Elizabeth Wright

Subscribed in my presence and sworn under oath before me this 14<sup>th</sup>  
day of January, 2021.



  
Notary Public

My Appointment Expires

January 3, 2023





**ENGINEERS ESTIMATE**  
**2021 Local and Collector Street Mill and Overlay Project - Group A**  
**Project Number 3-P-004-21**  
**January 14, 2021**

ITEM	DESCRIPTION	UNITS	QUANT.	UNIT/PRICE	TOTAL
1.	Remove and Replace Concrete Curb & Gutter ( < 15 LF)	L.F.	949	\$37.00	\$35,113.00
2.	Remove and Replace Concrete Curb & Gutter ( ≥ 15 LF)	L.F.	36,111	\$23.00	\$830,553.00
3.	Remove and Replace 30" Concrete Curb & Gutter	L.F.	604	\$42.00	\$25,368.00
4.	Remove 6" Concrete Driveway (optional as directed by Engineer)	S.Y.	216	\$22.00	\$4,752.00
5.	Install 6" Concrete Driveway (optional as directed by Engineer)	S.Y.	216	\$60.00	\$12,960.00
6.	Remove 4' Concrete Sidewalk	L.F.	5,188	\$8.50	\$44,098.00
7.	Install 4' Concrete Sidewalk	L.F.	5,188	\$22.00	\$114,136.00
8.	Remove 5' Concrete Sidewalk	L.F.	80	\$12.00	\$960.00
9.	Install 5' Concrete Sidewalk	L.F.	80	\$25.00	\$2,000.00
10.	Install Type I ADA Sidewalk Ramp	Ea.	53	\$1,200.00	\$63,600.00
11.	Install Type I ADA 8' Concrete Shared Use Path Ramp	Ea.	1	\$2,000.00	\$2,000.00
12.	Install Type II ADA Sidewalk Ramp	Ea.	12	\$1,650.00	\$19,800.00
13.	Install Type III ADA Sidewalk Ramp	Ea.	2	\$1,600.00	\$3,200.00
14.	Install Type IV ADA Sidewalk Ramp	Ea.	4	\$1,400.00	\$5,600.00
15.	Install Mid-Block ADA Sidewalk Ramp	Ea.	16	\$1,200.00	\$19,200.00
16.	Full Width Milling 2" Depth	S.Y.	118,075	\$1.40	\$165,305.00
17.	Pavement Crack Repair (optional as directed by Engineer)	S.Y.	500	\$64.00	\$32,000.00
18.	Full Depth Base Repair (optional as directed by Engineer)	S.Y.	1,000	\$54.00	\$54,000.00
19.	Install 2" BM-2FR Asphaltic Concrete Surface	Tons	13,300	\$65.00	\$864,500.00
20.	Install 4" Yellow Solid Line Painted Pavement Marking	L.F.	16,650	\$0.50	\$8,325.00
21.	Install 4" White Solid Line Painted Pavement Marking	L.F.	13,466	\$0.50	\$6,733.00
22.	Install 6" White Solid Line Painted Pavement Marking	L.F.	92	\$1.20	\$110.40
23.	Install 12" Yellow Diagonal Solid Line Painted Pavement Marking	L.F.	65	\$1.80	\$117.00
24.	Install 24" White Solid Line Painted Pavement Marking	L.F.	34	\$3.00	\$102.00
25.	Remove and Replace Curb Inlet (optional as directed by Engineer)	Ea.	1	\$8,500.00	\$8,500.00
26.	Remove and Replace Curb Inlet Top (optional as directed by Engineer)	Ea.	4	\$2,000.00	\$8,000.00
27.	Adjust Existing Manhole (optional as directed by Engineer)	Ea.	5	\$500.00	\$2,500.00
28.	Adjust Existing Water Valve (optional as directed by Engineer)	Ea.	10	\$300.00	\$3,000.00
29.	Install and Remove Street Preservation Sales Tax Signs	Ea.	6	\$100.00	\$600.00
30.	Concrete Driveway Patch (optional as directed by Engineer)	S.F.	200	\$7.00	\$1,400.00
31.	On-Grade Inlet Protection (optional as directed by Engineer)	Ea.	20	\$155.00	\$3,100.00
32.	Mobilization	L.S.	1	\$25,000.00	\$25,000.00
33.	Traffic Control	L.S.	1	\$50,000.00	\$50,000.00
<b>TOTAL BID</b>					<b>\$2,416,632.40</b>
<b>OWNER'S CONTINGENCY ALLOWANCE</b>					<b>\$50,000.00</b>
<b>GRAND TOTAL</b>					<b>\$2,466,632.40</b>

Submitted by: Austin D. Lamparter  
Austin D. Lamparter, P.E., Project Manager

1/14/2021  
Date



# City of Olathe

## COUNCIL AGENDA ITEM

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**MEETING DATE:** 2/2/2021

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**FOCUS AREA:** Infrastructure (Engineering)

**STAFF CONTACT:** Mary Jaeger / Beth Wright

**SUBJECT:** Professional Services Agreement with Affinis for design of the Stagecoach and Sleepy Hollow Stormwater Improvements Project, PN 2-C-011-20.

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**ITEM DESCRIPTION:**

Consideration of a Professional Services Agreement with Affinis Corp., for design of the Stagecoach and Sleepy Hollow Stormwater Improvements Project, PN 2-C-011-20.

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**SUMMARY:**

This project is in place to address street and structure flooding in the vicinity of Stagecoach Drive and Sleepy Hollow Drive.

A Preliminary Engineering Study (PES) was conducted in 2018 and identified five homes that flood during the 100-year (1% chance) flood event, along with street flooding at the intersection of S. Lennox Drive and E. Sunvale Drive. To address the flooding, this project will include replacing corrugated metal pipe (CMP) along the main trunkline with larger concrete or plastic pipe, adding additional stormwater inlets, and upsizing existing inlets in the project area.

A Request for Qualifications for this project was issued on November 2, 2020. Four (4) firms responded to this request, and Affinis Corp. (Affinis) was selected based on the submitted qualifications. The proposed agreement with Affinis includes survey of existing conditions, utility coordination, cost estimates, hydraulic modeling, permitting, development of construction plans in accordance with Olathe specifications, assistance with bidding of project for construction, and assistance as needed throughout construction. The total cost of this agreement is \$303,670.

This is the third of six identified neighborhood flood control projects located outside the FEMA regulated floodplain.

The project is scheduled to begin design in Spring 2021, with construction tentatively scheduled to begin in Spring 2022.

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**FINANCIAL IMPACT:**

Funding for the design and construction of the Stagecoach and Sleepy Hollow Stormwater Improvements Project includes:

JoCo SMAC Funding	\$ 1,447,500
Olathe Stormwater Fund	\$ 287,500
<u>Revenue Bonds</u>	<u>\$ 1,000,000</u>
Total	\$ 2,735,000

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**MEETING DATE:** 2/2/2021

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**ACTION NEEDED:**

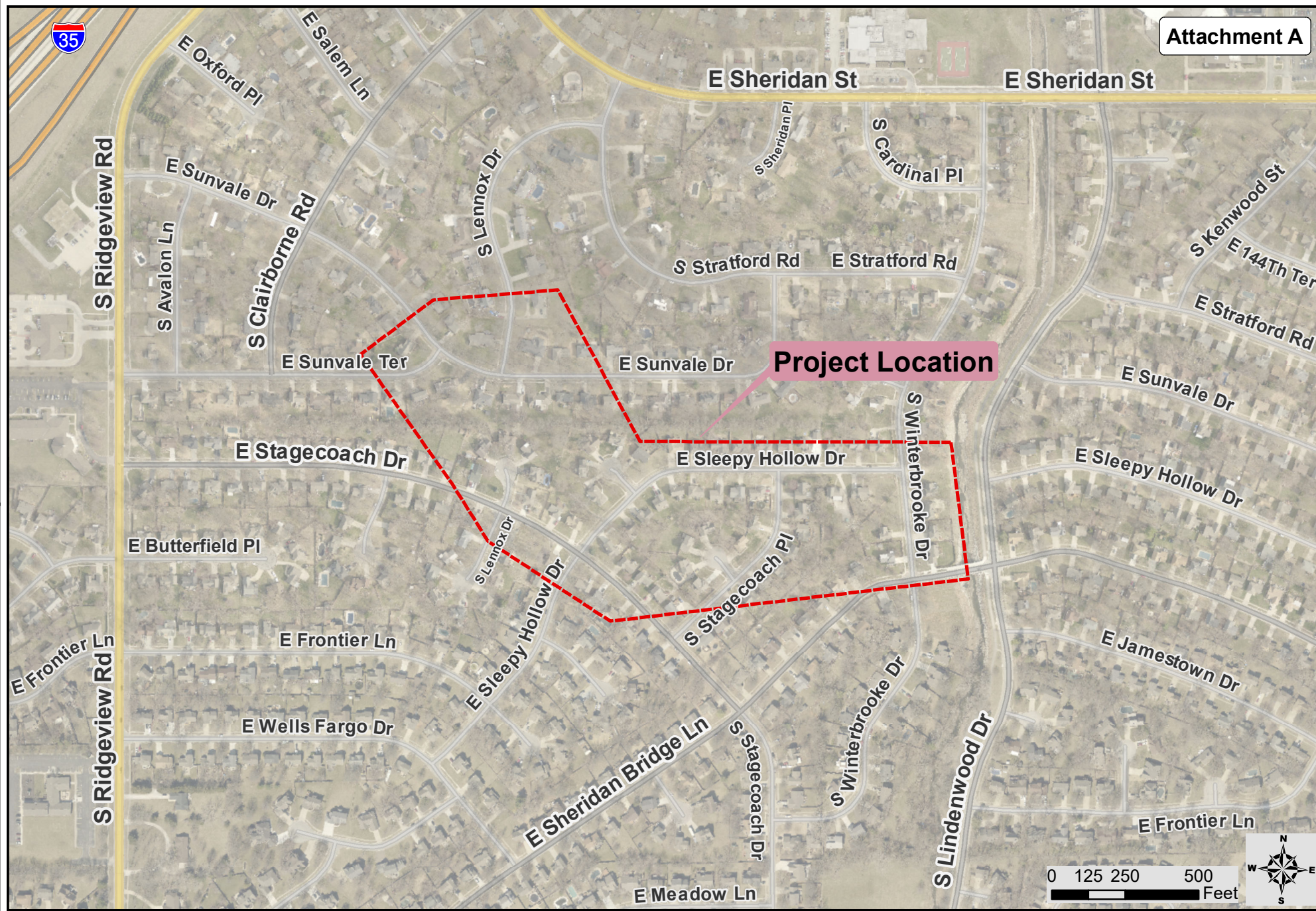
Approval of a Professional Services Agreement with Affinis Corp., for design of the Stagecoach and Sleepy Hollow Stormwater Improvements Project, PN 2-C-011-20.

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**ATTACHMENT(S):**

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





**Stagecoach and Sleepy Hollow Drive Stormwater Improvements**  
**PN 2-C-011-20**  
**Project Location Map**



User: jaredmd  
 Date: 1/26/2021







**Project Fact Sheet**  
**Stagecoach and Sleepy Hollow**  
**Stormwater Improvements Project**  
**2-C-011-20**  
**February 2, 2021**

Attachment B

**Project Manager:** Beth Wright / Matthew Kapfer

**Description:** The project includes replacement of corrugated metal pipe (CMP) along the main trunkline with larger diameter concrete or plastic pipe, adding additional stormwater inlets, and upsizing existing inlets in the project area.

**Justification:** The project will reduce the risk of flooding for five (5) homes and street flooding in the vicinity of Stagecoach Drive and Sleepy Hollow Drive.

**Comments:** This project will receive reimbursement from Johnson County SMAC Program funds to provide for 75% of design and construction costs up to a maximum of \$1,447,500.

<b>Schedule:</b>	<b>Item</b>	<b>Date</b>
Design:	RFQ	11/2/2020
	Consultant Selection	12/18/2020
Land Acquisition (Easements):		Summer 2021 – Estimate
Utility Relocation:		Fall 2021 – Estimate
Construction:	Bid Award	Spring 2022 – Estimate
	Completion	Fall 2022 – Estimate
<b>Council Actions:</b>	<b>Date</b>	<b>Amount</b>
Approved in CIP	2021-2025	\$2,735,000
Professional Service Agreement	2/2/2021	\$303,670
Interlocal Agreement (SMAC)		
Accept Bid/Award Contract		
<b>Funding Sources:</b>	<b>Amount</b>	<b>CIP Year</b>
SMAC Funds	\$1,447,500	2021-2022
Stormwater Funds	\$ 287,500	2021
Revenue Bonds	\$1,000,000	2022
<b>Expenditures:</b>	<b>Budget</b>	<b>Amount to Date</b>
Design	\$ 305,000	\$0
Land Acquisition	\$ 125,000	\$0
Staff	\$ 65,000	\$0
Inspection	\$ 50,000	\$0
Utilities	\$ 100,000	\$0
Construction	\$1,660,000	\$0
Contingency	\$ 430,000	\$0
<b>Total</b>	<b>\$2,735,000</b>	<b>\$0</b>

## **PROFESSIONAL SERVICES AGREEMENT**

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

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

### **Stagecoach and Sleepy Hollow Drive Stormwater Improvements** **Project No. 2-C-011-20**

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 three thousand six hundred seventy dollars (\$303,670), 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:

Phase 1 – Preliminary Design	(66%)
Phase 2 – Final Design	(27%)
Phase 3 – Bidding	(2%)
Phase 4 – Construction Services	(5%)
TOTAL	100 %

2. Reimbursable Expenses: Consultant will be reimbursed at the actual cost, not to exceed a total expense of twenty-seven thousand seven hundred fifty-five dollars (\$27,755) for the following expenses related only to the Project: (a) expense of transportation in connection with the Project; (b) expenses in connection with authorized out-of-town travel; (c) long-distance communications; (d) expenses of printing and reproductions; (e) postage and facsimile transmissions; (f) expenses of renderings and models requested by City, and (g) other costs as authorized by City in writing as set forth herein.

**B. SERVICES BEYOND THE SCOPE OF SERVICES**

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



special services not otherwise covered by this Agreement which may be requested by City to complete the Project. Payment to Consultant as compensation for Additional Services will be in accordance with the hourly rate schedule attached as **Exhibit C**.

3. Special Services: Consultant may be called on to serve as a consultant or witness in any litigation, arbitration, legal or administrative proceeding arising out of this Project. If Consultant is requested, in writing, by City, to appear as a witness, it will be paid its hourly fee as reflected on the hourly rate schedule attached hereto as **Exhibit C**. Consultant will not be paid extra by City if Consultant's appearance is to defend its Professional Services.

#### **C. BILLING & PAYMENT**

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

#### **D. SCHEDULE**

All services must be completed on or before May 1, 2022.

### **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: Kristen Leathers-Gratton, P.E.. 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: Matthew Kapfer  
100 E. Santa Fe  
P.O. Box 768  
Olathe, KS 66051-0768

Affinis Corp.  
Attn: Kristen Leathers-Gratton, P.E.  
8900 Indian Creek Parkway  
Suite 450, Building 6  
Overland Park, KS 66210

2. Compensation for Convenience Termination: If City terminates for its convenience as provided herein, City will compensate Consultant for all Professional Services completed and accepted and reimbursable expenses incurred to the date of its receipt of the termination notice and any additional Professional Services and reimbursable expenses requested by City to bring the Project to reasonable termination. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed.
3. Compensation for Cause Termination: If City terminates for cause or default on the part of Consultant, City will compensate Consultant for the reasonable cost of Professional Services and reimbursable expenses completed and accepted to date of its receipt of the termination notice. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed. City also retains all its rights and remedies against Consultant including but not limited to its rights to sue for damages, interest and attorney fees.
4. Incomplete Documents: Neither Consultant nor its subcontractors will be responsible for errors or omissions in documents which are incomplete because of an early termination under this Section, or Consultant having been deprived of the opportunity to complete such documents and prepare them to be ready for construction.
5. Termination for Lack of Funds: If, for whatever reason, adequate funding is not made available to City to support or justify continuation of the level of Professional Services to be provided by Consultant under this Agreement, City may terminate or reduce the amount of Professional Services to be provided by Consultant under this Agreement. In such event, City will notify Consultant in writing at least thirty (30) days in advance of such termination or reduction of Professional Services for lack of funds.

**B. DISPUTE RESOLUTION**

City and Consultant agree that disputes relative to the Project will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Consultant will proceed with the Professional Services as per this Agreement as if no dispute existed, and City will continue to make payment for Consultant's completed Professional Services; and provided



further that no dispute will be submitted to arbitration without both Parties' express written consent.

#### **C. OWNERSHIP OF CONSULTANT DOCUMENTS**

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

#### **D. INSURANCE**

1. General: Consultant will maintain, throughout the duration of this Agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in such amounts as required in **Exhibit E (City of Olathe Insurance Requirements)**. Professional Liability may be written on a "claims made" basis. Consultant will provide certificates of insurance and renewals thereof on forms acceptable to City (**Exhibit F – Certificate of Insurance**). Consultant is required to promptly notify City of a material change or cancellation of any policy listed on the Certificate.
2. Subcontractor's Insurance: If a part of the Professional Services under this Agreement is to be sublet, Consultant will either (a) cover all subcontractors in its insurance policies, or (b) require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss in the minimum amounts designated herein. If Consultant selects option (b), then Consultant agrees to provide the City's Risk Manager a certificate of insurance acceptable to the Risk Manager at least seven (7) days prior to allowing the subcontractor to perform any services on this Project. Consultant agrees that any subcontractor providing services on said Project without providing a certificate of insurance acceptable to the City's Risk Manager will immediately cease all services on said Project and will assume all financial risk associated with such failure thereto.

#### **E. INDEMNITY**

1. Loss: For purposes of indemnification requirements, the term "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorney's fees

and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with the performance of this Agreement.

2. Indemnification and Hold Harmless: For purposes of this Agreement, Consultant agrees to indemnify, defend and hold harmless City and its agents from any and all Loss where Loss is caused or incurred as a result of the intentional misconduct, recklessness, negligence, or other actionable fault of Consultant or its subcontractors.
3. Comparative Fault & Contributory Negligence: It is a specific element of consideration of this Agreement that the indemnity in Section V.E.2 will apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of City or any Third Party and, further notwithstanding any theory of law including, but not limited to, a characterization of City's or any Third Party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that Consultant's obligation hereunder will not include amounts attributable to the fault or negligence of City or any Third Party for whom Consultant is not responsible.
4. Damage Limitations: The indemnification obligation contained in this Agreement will not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for Consultant or its subcontractors, by the minimum insurance required by this Agreement, nor under workers' compensation acts, disability benefit acts, or other employee benefit acts.
5. Negligence by the City: Consultant is not required hereunder to defend City or its agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence.

#### **F. AFFIRMATIVE ACTION/OTHER LAWS**

1. Kansas Act Against Discrimination: During the performance of this Agreement, Consultant agrees that:
  - a. Consultant will observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, gender, disability, national origin, ancestry, or age;
  - b. in all solicitations or advertisements for employees, Consultant will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("commission");

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

#### **G. ENTIRE AGREEMENT**

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

#### **H. APPLICABLE LAW, JURISDICTION, AND VENUE**

Interpretation of this Agreement and disputes arising out of or related to this

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

**I. NO THIRD-PARTY BENEFICIARIES**

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

**J. INDEPENDENT CONTRACTOR**

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

**K. DELIVERABLES**

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

**L. COVENANT AGAINST CONTINGENT FEES**

Consultant represents that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration

contingent upon or resulting from the award or making of this Agreement. For breach or violation of this representation, City may terminate this Agreement without liability or may, in its discretion, deduct from the Total Fee or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**M. COMPLIANCE WITH LAWS**

Consultant will abide by all applicable federal, state and local laws, ordinances and regulations applicable to the performance of Professional Services at the time the Professional Services are performed. Consultant will secure all occupational and professional licenses and permits from public and private sources necessary for the fulfillment of the obligations under this Agreement, and will provide City a copy of its certificate of good standing to conduct business in the State of Kansas with this Agreement (**Exhibit G**).

**N. TITLES, SUBHEADS AND CAPITALIZATION**

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

**O. SEVERABILITY CLAUSE**

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

**P. AMBIGUITY CLAUSE AND HIERARCHY OF INTERPRETATION**

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

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

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

**Q. EXECUTION OF CONTRACT**

The parties hereto have caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_ 2021.

**CITY OF OLATHE, KANSAS**

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

(Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney/Deputy City Attorney/  
Assistant City Attorney

**AFFINIS CORP.**

By:  \_\_\_\_\_

Kristen Leathers-Gratton  
8900 Indian Creek Parkway  
Suite 450, Building 6  
Overland Park, KS 66210

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OF EXHIBITS**

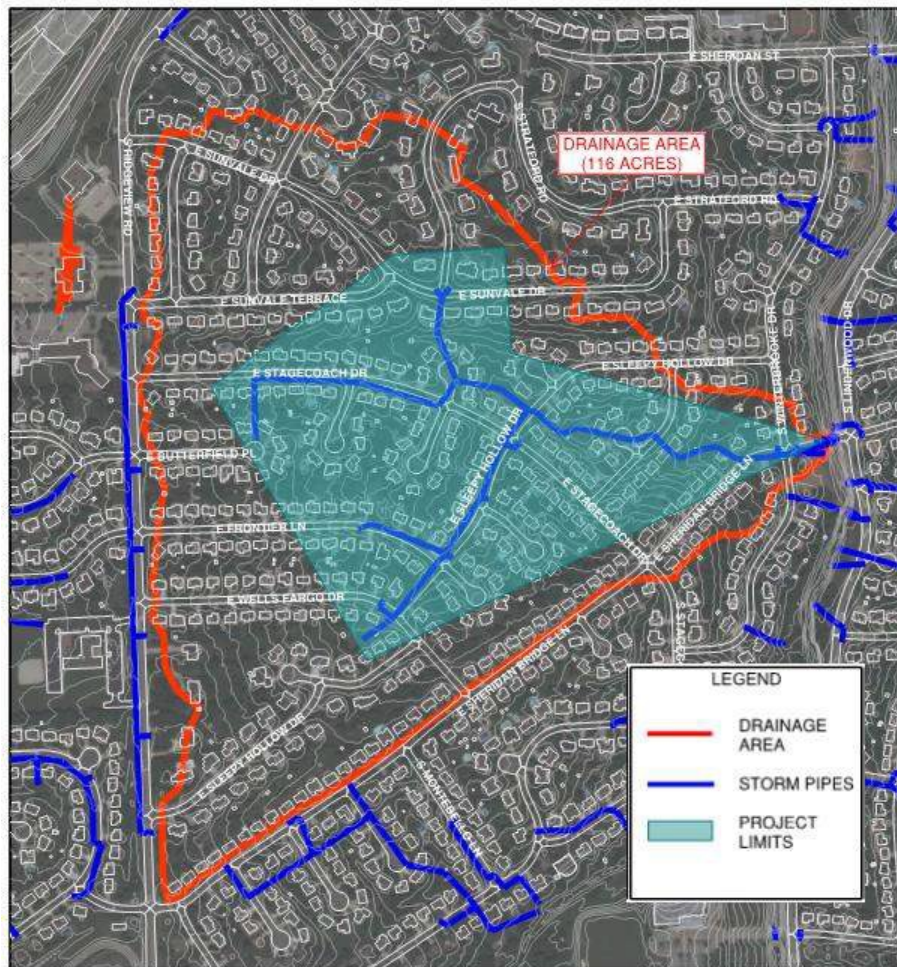
<b>Exhibit A</b>	<b>Description of Project &amp; Map</b>
<b>Exhibit B</b>	<b>Scope of Services</b>
<b>Exhibit C</b>	<b>Fee &amp; Rate Schedule</b>
<b>Exhibit D</b>	<b>Land Acquisition Checklist for Consultant Projects</b>
<b>Exhibit E</b>	<b>City of Olathe Insurance Requirements</b>
<b>Exhibit F</b>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

**EXHIBIT A**  
**Description of Project & Map**

**Stagecoach and Sleepy Hollow Drive Stormwater Improvements**  
**PN 2-C-011-20**

The general project location is bounded by Ridgeview Rd. on the west, Sunvale Dr. on the north, Sleepy Hollow Dr. on the south, and Indian Creek on the east; and it is within the Indian Creek Watershed. A map illustrating the drainage area and existing stormsewer system is shown below.

**EXHIBIT A – PROJECT LOCATION MAP**



This project is anticipated to include replacing, upsizing, and improving a portion of the existing CMP stormsewer system to convey the 100-yr storm event without surcharge to alleviate flooding in areas identified in the *Preliminary Engineering Study (PES) for Indian Creek – Stagecoach Drive and Sleepy Hollow Drive, SMP Project No. IC-09-057, February 14, 2019.*

The project will include survey of existing conditions, utility coordination, cost estimates, acquisition documentation (title reports, surveyed exhibits, easement documents, etc.) needed for any right-of-way or easements (if needed), traffic control as needed, developing construction plans and specifications in accordance with City of Olathe Technical Specifications and Design Criteria, coordination with utilities, assistance with bidding of the project for construction, and construction services.



**Exhibit B: Basic Scope of Services**  
**Stagecoach and Sleepy Hollow Drive Stormwater Improvements (PN 2-C-011-20)**

## **I. Introduction**

The basic scope of services (“scope”) for this project, identified as Exhibit B, for the Stagecoach and Sleepy Hollow Drive Stormwater Improvements (“project”) includes preliminary design, final design, construction documents, project bidding, and construction services.

The project includes the following general improvements:

- Improve existing corrugated metal pipe (CMP) between East Sunvale Drive and East Sheridan Bridge Lane. The improvements could include in-kind replacement with reinforced concrete pipe (RCP), upsized RCP, or rehabilitation of the existing CMP to extend design life.
- A new storm sewer alignment along East Sleepy Hollow Drive, between East Stagecoach Drive and Indian Creek will provide additional storm sewer capacity in the project area.
- Address the street and building flooding in the project area by increasing the storm sewer system and inlet capture capacity to meet Johnson County Stormwater Management Program (SMP) design requirements.

The work tasks will be performed by Affinis Corp (“Consultant”) for the City of Olathe, Kansas.

## **II. General Design Requirements**

The Consultant shall furnish and perform the various professional duties and services required for the construction of the project as outlined in this scope. All plan development stages shall be completed no later than the current project's schedule, exclusive of delays beyond the Consultant’s control.

The Consultant shall design the project in conformity with the most current version of the following criteria:

- City’s Design Criteria for Public Improvement Projects
- Johnson County stormwater management program (SMP) requirements.
- The current version of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the city.

The design plans shall be signed and sealed by the licensed professional engineer responsible for the preparation of the design plans. Right-of-way and easement descriptions shall be signed and sealed by the licensed land surveyor responsible for the preparation of these descriptions.

## **III. General Survey Requirements**

Vertical Control: Elevations for plans must be obtained from a benchmark on the Johnson County Vertical Control Network. Show the datum benchmark and elevation of the datum benchmark on the plans.

Horizontal Control: Section Corner and quarter section corner locations must be referenced to the Johnson County Horizontal Control Network. As part of the design survey all section corners and quarter section corners within the project area and others used for project control must be located, reference and state plane coordinates determined with GPS equipment. The coordinates and referenced ties shall be shown on the plans and the standard corner reference report submitted to the Kansas State Historical Society, the County Engineer, and cities project engineer within 30 days of the survey as

required by state law. If a Johnson County Horizontal Control marker may be damaged by construction the County public works department should be notified prior to the bid letting.

Plan Notes - Johnson County Control Bench Marks: Any Johnson County benchmarks, Johnson County horizontal control monuments and any section corner and quarter section corners within the area surveyed for the project must be conspicuously indicated on the plans. All bench marks and section and quarter section corners and property pins within the construction limits shall include a note for the re-establishment of the monuments.

## **IV. Basic Scope of Services**

The scope associated with this project is broken out by phase, task, and sub-task, and is described in detail below. Within each phase, all tasks will be completed by the Consultant or by a subconsultant of the Consultant, unless otherwise noted.

### **Phase 1: Preliminary Design**

This phase involves the data collection and analysis for the development of preliminary plans. The following tasks are associated with Phase 1: Preliminary Design.

#### **Task 1.1: Project Management and Coordination**

This task involves project coordination through the entirety of the project (Phases 1-4) and includes the following elements:

- A. Project kickoff meeting (2 Affinis staff to attend). Meeting is assumed to be virtual.
- B. Develop detailed design schedule for the entire project and discuss at the project kickoff meeting. Provide schedule updates at project progress communications. Include at least the following benchmarks in the schedule:
  - 1. Survey complete.
  - 2. Concept layouts.
  - 3. Utility coordination meetings.
  - 4. Public involvement meetings.
  - 5. Agency permit applications submitted.
  - 6. Preliminary plans complete.
  - 7. Easement/Right-of-way documents to city.
  - 8. Final plans submitted for review.
  - 9. Project ready for bid.
- C. Prepare design memorandum to be reviewed and approved prior to development of preliminary plans.
- D. Prepare monthly project progress reports and invoices.
- E. Internal project team progress meetings (10 meetings assumed).

## **Task 1.2: Field Data Collection**

- A. Survey Data Collection – Perform design and cadastral surveys as required to prepare plan and profile sheets in order to provide sufficient control, location, and land information necessary to prepare a complete set of construction plans and to prepare any legal descriptions required for easement acquisition. All surveys and point coordinates for the project must tie into and be in the Kansas State Plane (North Zone). Cadastral surveys shall include locating the position of pertinent PLSS corners (including quarter and sixteenth corners) pertaining to the project and shall conform to the accuracy standards as set forth by the Kansas State Board of Technical Professions. All survey data must be provided to city in digital format allowing insertion into AutoCad environment using standard field book format (PNEZD comma delimited).

It is assumed that private property access will be granted so that field survey data can be collected. The Consultant will be responsible for notifying private property owners about field survey activities. Specific survey work items included in this scope is as follows:

1. Field survey.
  - a. Establish land corners, and horizontal and vertical control
  - b. Field surveys – including shots at pavement tie-in locations, back of curb, edge of pavement, pavement markings, storm sewer and sanitary sewer (including in-structure photos), fences, trees (species and size), landscape plantings, building corners, and other unique features in the project area to create project mapping
  - c. Contact utilities and field locate all utilities in the project areas
  - d. Survey existing visible property corners and include in mapping
  - e. Field locate irrigation systems
  - f. Prepare and submit to governmental agencies a certified land corner record for each section corner recovered and used on this project
  - g. Provide field staking for proposed storm sewer structures (as needed)
  - h. Provide field staking of rights-of-way and/or easements prior to acquisition and construction (as requested by the city) and meet with the city to identify easement and right-of-way locations

B. Ownership and abutting property information:

1. Secure plats.
2. Obtain ownership information. The Consultant shall obtain ownership information from Johnson County's records. The Consultant will contract with a city approved title company for ownership information investigations and obtain full ownership and encumbrance reports for each property where easements are required by this project (ownership and encumbrance reports for 45 properties are assumed). The costs associated with ownership information investigations shall be included in the total compensation fee for this project.
  - a. Provide spreadsheet related to ownership including:
    - (1) Owner Name.
    - (2) Address.

- (3) Site Address.
  - (4) Easements.
  - (5) Square Footage.
- b. Title information will be provided in electronic format.
- 3. Record drawings for previous projects in the vicinity of this project will be provided by the city.
- C. Prepare base map at a scale of 1:20 showing contours at 2-foot intervals, property lines, owner information, existing utility information (from locates), and visible features.
- D. Geotechnical Investigation – the Consultant shall contract with a city approved geotechnical subconsultant for subsurface investigations (i.e. soil properties and depth to bedrock) and foundation recommendations for the entire project. The costs associated with the work shall be paid by the Consultant to the geotechnical subconsultant. This cost shall be included in the total compensation fee as outlined in Exhibit C. Specific work tasks to be performed by the geotechnical subconsultant include:
  - 1. Three (3) boring locations that extend down to bedrock or a depth of 15 feet, whichever comes first.
  - 2. Provide for any geological and geotechnical investigations to determine required pipe foundations in accordance with applicable requirements.
  - 3. Provide a written report summarizing information found and make recommendations on what is needed for the project.

### **Task 1.3: Storm Sewer System Design and Coordination**

- A. Review the preliminary stormwater system concepts from the PES for this project to determine if the sizing is adequate to meet SMP design requirements.
- B. Preliminarily design the storm sewer system to meet SMP design requirements with available survey data, minimize utility conflicts, and provide the desired capacity, evaluating the following specific design alternatives:
  - 1. CMP replacement with RCP from East Sunvale Drive to East Sleepy Hollow Drive.
  - 2. CMP rehabilitation (options include slip-lining, cured in place pipe, centrifugally cast concrete pipe, etc.) of the existing CMP downstream of East Sleepy Hollow Drive. This task includes coordination with industry partners to determine the most suitable pipe rehabilitation option for this project. If the CCTV information provided by the City shows that the existing CMP is not structurally sufficient to allow a pipe(s) to be rehabbed, an additional survey and design will be necessary, and a contract supplement will be necessary.
  - 3. New storm sewer alignment along East Sleepy Hollow Drive, from East Stagecoach Drive to Indian Creek.
  - 4. New storm sewer inlets to increase capture at East Sunvale Drive, South Lennox Drive, East Sleepy Hollow Drive, and South Stagecoach Place.
  - 5. Prepare concept layouts sufficient to convey the intent of the design for discussion with SMP.

- C. Prepare a stormwater hydrologic and hydraulic model using PC-SWMM with sufficient detail to calculate hydraulic gradelines in the storm sewer system and confirm that the building and street flooding identified in the PES has been addressed to SMP design standards.
- D. Prepare a preliminary cost estimate for the proposed design shown in the concept layouts to compare with the PES cost estimate for the recommended alternative.
- E. Meet with SMP staff to discuss the project, the scope of the improvements, and the preliminary cost compared to the PES cost estimate. The intent of this meeting would be to determine if and how county funding could be applied to all the proposed improvements, including CMP rehabilitation.

#### **Task 1.4: Preliminary Plans**

This task includes the preparation of preliminary plans that include the following plan elements:

- A. Cover sheet.
- B. Legend and abbreviations
- C. General notes
- D. Easement layout to include property lines and owner information, subdivision names, lots and sites address.
- E. Typical sections.
- F. Survey references.
- G. Plan and profile sheets:
  - 1. Plan scale = 1:20.
  - 2. Profile scale H = 1:20; V = 1:5.
  - 3. Property lines and owner information.
  - 4. Display location of existing utilities and underground facilities in the base map. Reference station location of existing utilities to the base line of the proposed improvements in the plan and profiles.
  - 5. Landmark items to be protected or removed by project (fences, sprinklers, trees, shrubs, landscape beds, etc.
  - 6. Preliminary permanent drainage easement and temporary construction easement limits.
- H. Driveway replacements (horizontal layouts only).
- I. Cross sections for grading/swales at 25-foot intervals.
- J. Sanitary sewer relocation plans – adjust and protect sanitary sewer as necessary to accommodate storm sewer improvements, including the preparation of sanitary sewer

relocation plans and submittal to city for review.

- K. Quality control review of preliminary plans.
- L. Concept Layout Design Meetings: Two (2) Affinis staff will meet up to two (2) times with city staff in connection with the concept layout design. These meetings are assumed to be virtual meetings.
- M. Field Check Meeting for Preliminary Design: Following the city review of the preliminary plans, two (2) Affinis staff will attend one (1) field check review meeting with the appropriate city staff at the project site to review the preliminary plans.
- N. Public Meetings: Prepare for and attend three (3) public/property owner meetings. The first to present preliminary plans and explain the project to property owners in the project area, the second meeting is to discuss the final plans, and the third meeting is to introduce the contractor before construction begins. It is assumed that these meetings will be virtual and coordinated by the city. The city will prepare and send the meeting notifications to property owners. This task includes preparing exhibit(s) with aerial background to show project improvements.

#### **Task 1.5: Preliminary Opinion of Probable Construction Cost**

This task includes the development of a preliminary opinion of probable construction cost (OPCC). This cost will be itemized by unit of work and including a 10% construction contingency.

#### **Task 1.6: Easement Documents**

- A. Describe easements necessary to complete project.
  - 1. Furnish legal descriptions sealed by an RLS licensed in the state of Kansas. Legal descriptions are also to be provided in a digital format compatible with Microsoft Word.
  - 2. Furnish an ownership and easement spreadsheet to include Owner Name; Owner Address; Site Address and proposed easements to include type and square footage.
  - 3. Prepare the city's easement documents/forms.
  - 4. Maps and sketches as follows:
    - a. Prepare tract maps (45 tract maps assumed).
    - b. Plan and profile pages showing all proposed takings.
    - c. Individual drawings of takings for each ownership, including:
    - d. Title block, including a graphical scale and north arrow.
    - e. Ownership boundaries and information.
    - f. Existing landmarks items protected or removed by the project (trees, buildings, fences, shrubs, landscape beds, etc.).
    - g. Existing rights-of-way and easements.
    - h. Proposed takings identified with text and graphically.

- i. Legend for taking type.
  - j. Legal description of all takings.
- (1) Submit 8 1/2 x 11-inch exhibits and legal descriptions of each property required for easement acquisition to the city. Up to forty-five (45) properties are included in the scope.
  - (2) Revise legal descriptions, tract maps and/or easement descriptions prior to acquisition and construction as requested by the city. Assume five (5) of the tracts change ownership.
- B. Affinis shall stake in the field the location of easements prior to acquisition and construction as requested by the city. Staking for up to fifteen (15) properties has been included in the fee for the project. Additional staking shall be compensated as additional services as stipulated in Section V of this agreement.
- C. Individual Easement Meeting: Following the field check meeting, Affinis staff will attend up to twelve (12) individual meetings with property owners to discuss project improvements and easements. These will be scheduled by the city and attendance will be at the request of city.

### **Task 1.7: Permitting and Approvals**

Prepare the necessary applications, exhibits, drawings, and specifications for the city's execution and submittal. Permit fees for the permits identified above shall be paid for by the Consultant and the fee amount shall be included in the total compensation fee as outlined in Exhibit C. Permit fee amounts are based on our understanding of the permits required on this project. Permit fee amounts do not include costs associated with mitigation measures as required by a specific permit. Permit submittals assumed are as follows:

- A. Kansas Department of Health and Environment – NPDES Construction Permit Notice of Intent (NOI) and a Stormwater Pollution Prevention Plan (SWPPP) for the project. Two (2) hard copies of the SWPPP will be provided to the city.
- B. SMP preliminary and final submittals.
- C. USACE – Nationwide 404 Permit and floodplain permitting (FEMA and KDA-DWR) and associated mitigation measures are not a part of the scope and if required a supplemental scope and fee would be provided to the city to complete these services.

### **Task 1.8: Utility Coordination**

- A. Following the completion of the preliminary plans, this task includes the submittal of information, coordination with utilities, and tracking utility relocation progress throughout the duration of the project.
  - 1. Submit the preliminary plan information to utilities in the project area and coordination with utilities once the preliminary plan information has been reviewed. This would include correspondence and phone conversations with utilities.
  - 2. Tracking the progress of utility relocations and communicating this progress with the city.

- B. Utility Coordination Meetings: Meet with utility companies to coordinate relocations during project design. Three (3) utility coordination meetings with Affinis staff are assumed in this task. This effort includes meeting preparation (including the necessary exhibits) and communication, attendance at meetings, and preparation and distribution of meeting minutes, as appropriate. These meetings are assumed to be virtual meetings.

## **Phase 2: Final Design**

Following the completion of the Phase 1 elements, the city review process, and the field check review (see Task 1.4), Phase 2 involves the preparation of final plans and a project manual. The following tasks are associated with Phase 2: Final Design.

### **Task 2.1: Final Plans**

Prepare final plans, incorporating all field check comments from city staff. At a minimum, the final plans shall include all information from the preliminary plans plus the following detailed design additions:

- A. Update cover sheet, legend, general notes, typical sections, and survey references.
- B. Project quantities.
- C. Plan and profile sheet updates.
- D. Grading plan and swale cross sections.
- E. Final sanitary sewer improvement drawings.
- F. Driveway replacements – full design.
- G. Property restoration schedule.
- H. Erosion control plans.
- I. Intersection (up to 7 intersections) and ADA ramp details (up to 10 ramps).
  - 1. Intersection details will include pavement dimensions, stations and offsets, curb return stations, elevations, curb type (wet/dry), drainage arrows, and grid of final surface elevations for major intersections and gutter control for minor intersections on critically flat slopes.
  - 2. ADA ramp details will include ramp dimensions, stations and offsets, grades, and elevations.
- J. Traffic control plan, and construction phasing including roadway and sidewalk detour routing for each phase of the project.
- K. Pavement marking and permanent signage plans.
- L. Standard details, miscellaneous details, and non-standard details.
- M. Quality control review and submittal of final plans, project manual, and final opinion of



probable construction cost. No hard copies of the final plans or project manual will be provided.

#### **Task 2.2: Project Manual**

- A. Review the technical specifications and special provisions provided by the city and modify as needed to address specific elements of this project. Incorporate the front-end documents provided by the city into a single and complete project manual PDF.

#### **Task 2.3: Final Opinion of Probable Construction Cost**

- A. Prepare and submit a final opinion of probable construction cost for the project along with the final plans to the city for review.

#### **Task 2.4: Project Bid Plans**

- A. After all comments from the city on the final plans are received, the final plans will be updated to address all remaining outstanding review comments. Signed and sealed bid plans will be prepared.
- B. Submit a PDF file of the complete set of signed and sealed bid plans and project manual. No hard copies of the bid plans or project manual will be provided. AutoCAD drawing files of the final plans will be supplied to the city upon request.

### **Phase 3: Bidding Services**

Following the completion of the project bid plans (Phase 2), Phase 3 involves the project bidding process. The following task is associated with Phase 3: Bidding Services.

#### **Task 3.1: Bidding Services**

- A. Provide the city with the electronic information of the plans, specifications, and contract documents needed to bid the project.
- B. Respond to questions from contractors regarding the bid plans.
- C. Prepare written addenda to the bidding documents as required and or requested.
- D. Prepare for and attend pre-bid meeting (virtual meeting assumed) and bid opening (in-person meeting assumed).
- E. Assist city in analyzing bids and making recommendations for award of the construction contract.

## **Phase 4: Construction Services**

Following the completion of the project bidding (Phase 3), Phase 4 involves services provided during project construction. The following task is associated with Phase 4: Construction Services.


### **Task 4.1: General Construction Services**


- A. Prepare for and attend a pre-construction conference with city representatives, the successful bidder, and utility companies (in-person meeting assumed).
- B. Answer questions from the contractor regarding the design and interpretation of the plans. Provide consultation concerning conditions encountered during construction that conflict with or were not addressed by the bid plans.
- C. Review shop drawings.
- D. Be available for discussion and consultation during the construction phase, as needed by the city. Construction observation services are not part of this contract.
- E. Participate in final walk-through inspection.
- F. Prepare plan revisions as necessitated by conditions encountered in the field during construction.
- G. Provide city with a complete set of record drawings for the Project. The record drawings shall be provided as a digital copy. The city's construction representative shall provide the Consultant with documentation of plan revisions, field modifications, or information necessary to prepare the record drawings. The final record drawings will include
  - 1. All change orders.
  - 2. Minor design changes.
  - 3. Changes made in the field by city representatives and are marked on the construction plan set.
  - 4. Submit updated PDF files of the revised sheets.
- H. Post Construction Monumentation: Provide post-construction survey monumentation for property pins that are disrupted by construction activities. Monumentation shall be documented per city approved standard format.

## **V. Schedule**

- A. Assuming notice to proceed with the project by February 3, 2021, the Consultant hereby agrees to submit preliminary plans (Task 1) by June 30, 2021. Easement descriptions and tract maps will be submitted by July 15, 2021. Final plans and bid documents (Task 2) will be submitted by December 1, 2021. A more detailed project schedule will be provided at the project kickoff meeting.

# EXHIBIT C - Fee & Rate Schedule

		Stagecoach and Sleepy Hollow Drive Stormwater Improvements										Date:	1/14/2021				
		PN 2-C-011-20										Client:	Olathe, KS				
		City of Olathe, Kansas										Project:	Stagecoach Storm				
												Made By:	BPS, RLU				
		Principal	Engineer III	Engineer II	Intern	Design	Design	CADD	Land	Survey Crew	Survey Crew	Proj. Rel.	LABOR	LABOR	DIRECT EXPENSES &		TOTAL
Tasks		Project Manager			Engineer (IE) I	Tech. II	Tech. I	Technician I	Surveyor II	Member II	Member I	Support	HOURS	COSTS	REIMBURSABLES		FEE
		\$240.00	\$165.00	\$140.00	\$110.00	\$150.00	\$115.00	\$105.00	\$120.00	\$105.00	\$85.00	\$90.00			ITEM	COST	
<b>PHASE 1: PRELIMINARY DESIGN</b>																	
<b>1.1 Project Management and Coordination</b>																	
A	Project kickoff meeting (virtual meetings assumed)		2	3									5	\$ 750			\$ 750
B	Design schedule		1	2									3	\$ 445			\$ 445
C	Design memorandum		2	4									6	\$ 890			\$ 890
D	Monthly progress reports and invoices		30									8	38	\$ 5,670			\$ 5,670
E	Internal project team meetings (10 meetings assumed)		8	8	4	8			2				30	\$ 4,320			\$ 4,320
<b>1.2 Field Data Collection</b>																	
A	Survey data collection		1	2				16	8	120	120		267	\$ 25,885	Mileage	\$ 600.00	\$ 26,485
B	Ownership and abutting property info			1				24	40			8	73	\$ 8,180	O&E Reports	\$ 18,000.00	\$ 26,180
C	Prepare base map							60	16	8			84	\$ 9,060			\$ 9,060
D	Geotech sub-surface investigation (3 borings assumed)			4						8			12	\$ 1,400	Geotech Sub	\$ 8,500.00	\$ 9,900
<b>1.3 Storm Sewer System Design and Coordination</b>																	
A	Review PES		1	3									4	\$ 585			\$ 585
B	Preliminarily design storm sewer system		8	30	4	24		24					90	\$ 12,080			\$ 12,080
C	H&H modeling		2	24	32			58	7,210				58	\$ 7,210			\$ 7,210
D	Preliminary cost estimate		2	2		2							6	\$ 910			\$ 910
E	SMP meeting (virtual meetings assumed)		2	2									4	\$ 610			\$ 610
<b>1.4 Preliminary Plans</b>																	
A	Cover sheet			2		4		2					8	\$ 1,090			\$ 1,090
B	Legend and abbreviations			2		2							4	\$ 580			\$ 580
C	General notes			2				2					4	\$ 490			\$ 490
D	Easement layouts			8		16		12					36	\$ 4,780			\$ 4,780
E	Typical sections		2	2		4							8	\$ 1,210			\$ 1,210
F	Survey references			1		2		2					5	\$ 650			\$ 650
G	Plan and profile sheets		12	40		60		72					184	\$ 24,140			\$ 24,140
H	Driveway replacement (layout)			2		16		16					34	\$ 4,360			\$ 4,360
I	Cross sections			8		24							32	\$ 4,720			\$ 4,720
J	Sanitary sewer repair or relocation			2		8		4					14	\$ 1,900			\$ 1,900
K	Quality control review of preliminary plans	8	2											\$ 2,250			\$ 2,250
L	Preliminary design meetings (2 virtual meetings assumed)		4	4										\$ 1,220			\$ 1,220
M	Field check meeting (1 field meeting assumed)		4	4										\$ 1,220			\$ 1,220
N	Public meetings (3 virtual meetings assumed)		6	6				4						\$ 2,250			\$ 2,250
<b>1.5 Preliminary Opinion of Probable Construction Cost</b>																	
		2	4	8	6	8								\$ 4,120			\$ 4,120
<b>1.6 Easement Documents</b>																	
A	Easement descriptions and tract maps (45 tract maps assumed)	2	8	16				80	60			16		\$ 21,080			\$ 21,080
B	Stake easement locations in field (easements on 15 properties assumed)									16	16			\$ 3,040	Mileage	\$ 75.00	\$ 3,115
C	Individual easement meetings (12 in-person meetings assumed)			24										\$ 3,360			\$ 3,360
<b>1.7 Permitting and Approvals</b>																	
A	KDHE Notice of Intent and SWPPP				8									\$ 880			\$ 880
B	SMP preliminary and final submittals		4	12	12									\$ 3,660			\$ 3,660
<b>1.8 Utility Coordination</b>																	
A	Utility coordination		4	40										\$ 6,260			\$ 6,260
B	Utility coordination meetings (3 virtual utility coordination mtgs assumed)		6	12										\$ 2,670			\$ 2,670
<b>Reimbursables</b>																Printing	\$ 150
																Mileage	\$ 200
<b>Subtotal Phase 1 - Hours</b>		12	115	280	66	178	0	318	126	152	136	32	1415				
<b>Subtotal Phase 1 - Cost</b>		\$ 2,880	\$ 18,975	\$ 39,200	\$ 7,260	\$ 26,700	\$ -	\$ 33,390	\$ 15,120	\$ 15,960	\$ 11,560	\$ 2,880		\$ 173,925		\$ 27,525	\$ 201,450

		Stagecoach and Sleepy Hollow Drive Stormwater Improvements										Date:	I/14/2021				
		PN 2-C-011-20										Client:	Olathe, KS				
		City of Olathe, Kansas										Project:	Stagecoach Storm				
												Made By:	BPS, RLU				
		Principal	Engineer III	Engineer II	Intern	Design	Design	CADD	Land	Survey Crew	Survey Crew	Proj. Rel.	LABOR	LABOR	DIRECT EXPENSES &		TOTAL
Tasks			Project Manager		Engineer (IE) I	Tech. II	Tech. I	Technician I	Surveyor II	Member II	Member I	Support	HOURS	COSTS	REIMBURSABLES		FEE
		\$240.00	\$165.00	\$140.00	\$110.00	\$150.00	\$115.00	\$105.00	\$120.00	\$105.00	\$85.00	\$90.00			ITEM	COST	
PHASE 2: FINAL DESIGN																	
2.1 Final plans																	
A Updated cover sheet, legend, gen notes, typ sections, and survey ref				4		2		6					12	\$ 1,490			\$ 1,490
B Project quantities				8		8		10					26	\$ 3,370			\$ 3,370
C Plan and profile sheet updates			8	24		40		60					132	\$ 16,980			\$ 16,980
D Grading plan and cross sections				8		24		24					56	\$ 7,240			\$ 7,240
E Final sanitary sewer improvement drawings				4		12							16	\$ 2,360			\$ 2,360
F Driveway replacements – full design			4	8		24		12					48	\$ 6,640			\$ 6,640
G Property restoration schedule				4		4		12					20	\$ 2,420			\$ 2,420
H Erosion control plans				2		4		12					18	\$ 2,140			\$ 2,140
I Intersection (up to 7) and ADA ramp details (up to 10)			4	8		34		16					62	\$ 8,560			\$ 8,560
J Traffic control plan and construction phasing				6		4	24						34	\$ 4,200			\$ 4,200
K Pavement marking and permanent signage plans				8		4	32						44	\$ 5,400			\$ 5,400
L Details						8		16					24	\$ 2,880			\$ 2,880
M Quality control review and submittal		6	2	2								4	14	\$ 2,410			\$ 2,410
2.2 Project Manual																	
A Prepare project manual		2	16	8									26	\$ 4,240			\$ 4,240
2.3 Final Opinion of Probable Construction Cost																	
A Prepare final OPCC			8	16		4							28	\$ 4,160			\$ 4,160
2.4 Project Bid Plans																	
A Prepare bid plans			4	8		16	16						44	\$ 6,020			\$ 6,020
B Submit bid plans and project manual				2								2	4	\$ 460			\$ 460
Reimbursables															Printing	\$ 150	\$ 150
															Mileage	\$ -	\$ -
Subtotal Phase 2 - Hours		8	46	120	0	188	72	168	0	0	0	6	608				
Subtotal Phase 2 - Cost		\$ 1,920	\$ 7,590	\$ 16,800	\$ -	\$ 28,200	\$ 8,280	\$ 17,640	\$ -	\$ -	\$ -	\$ 540		\$ 80,970		\$ 150.00	\$ 81,120
PHASE 3: BIDDING SERVICES																	
3.1 Bidding Services																	
A Electronic file transmittal				2									2	\$ 280			\$ 280
B Respond to questions during the bid process		1	4	4									9	\$ 1,460			\$ 1,460
C Prepare written addenda			4	2									6	\$ 940			\$ 940
D Pre-bid meeting (virtual meeting) and bid opening (in-person meeting)			4	4									8	\$ 1,220			\$ 1,220
E Assistance with analyzing bids		2	8	2									12	\$ 2,080			\$ 2,080
Reimbursables															Printing	\$ -	\$ -
															Mileage	\$ 40	\$ 40
Subtotal Phase 3 - Hours		3	20	14	0	0	0	0	0	0	0	0	37				
Subtotal Phase 3 - Cost		\$ 720	\$ 3,300	\$ 1,960	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 5,980		\$ 40	\$ 6,020
PHASE 4: CONSTRUCTION SERVICES																	
4.01 General Construction Services																	
A Attend pre-construction conference (in-person meeting)			4	4									8	\$ 1,220			\$ 1,220
B Respond to contractor questions			4	8									12	\$ 1,780			\$ 1,780
C Review shop drawings				6	12								18	\$ 2,160			\$ 2,160
D Construction consultation		2	8	16									26	\$ 4,040			\$ 4,040
E Final walk-through inspection			4	4									8	\$ 1,220			\$ 1,220
F Plan revisions to address field conditions				4		12							16	\$ 2,360			\$ 2,360
G Prepare record drawings				2		4	12						18	\$ 2,260			\$ 2,260
H Post construction monumentation														\$ -			\$ -
Reimbursables															Mileage	\$ 40	\$ 40
															Printing	\$ -	\$ -
Subtotal Phase 4 - Hours		2	20	44	12	16	12	0	0	0	0	0	106				
Subtotal Phase 4 - Cost		\$480	\$3,300	\$6,160	\$1,320	\$2,400	\$1,380	\$0	\$0	\$0	\$0	\$0		\$ 15,040		\$ 40	\$ 15,080
GRAND TOTAL HOURS		25	201	458	78	382	84	486	126	152	136	38	2166				
GRAND TOTAL FEE		\$6,000	\$33,165	\$64,120	\$8,580	\$57,300	\$9,660	\$51,030	\$15,120	\$15,960	\$11,560	\$3,420		\$275,915		\$27,755	\$303,670

## 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)  
01/19/2021

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): E-MAIL ADDRESS: mwilks@holmesmurphy.com	FAX (A/C, No):
INSURED Affinis Corp.  8900 Indian Creek Parkway, Suite 450 Overland Park, KS 66210		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: TRAVELERS IND CO	25658
		INSURER B: TRAVELERS IND CO OF AMER	25666
		INSURER C: TRAVELERS PROP CAS CO OF AMER	25674
		INSURER D: TRAVELERS CAS & SURETY CO	19038
		INSURER E: XL SPECIALTY INS CO	37885
		INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: 61216653

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6805G548660	01/22/21	01/22/22	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY  <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA3R814633	01/22/21	01/22/22	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP5G552071	01/22/21	01/22/22	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	UB0N43901A	01/22/21	01/22/22	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability			DPR9953160	01/22/20	01/22/22	Each Claim 2,000,000 Annl Aggr 2,000,000

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

Re: Project No. 2-C-011-20, Stagecoach and Sleepy Hollow Drive Stormwater Improvements  
the City of Olathe is added as additional insured on all policies except the professional liability and workers compensation as required by written contract. A 30 Day Notice of Cancellation Applies.

## CERTIFICATE HOLDER

## CANCELLATION

City of Olathe, Kansas  100 E. Santa Fe Street Olathe, KS 66061  USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**EXHIBIT G****STATE OF KANSAS  
OFFICE OF  
SECRETARY OF STATE  
SCOTT SCHWAB****Certificate of Good Standing to Conduct Business in Kansas**

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: 2966885

Entity Name: AFFINIS CORP.

Entity Type: FOREIGN FOR PROFIT

State of Organization: MO

was filed in this office on January 04, 2001, 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 05, 2021

**SCOTT SCHWAB  
SECRETARY OF STATE**

Certificate ID: 1160866 - 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

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**MEETING DATE:** 2/2/2021

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**FOCUS AREA:** Infrastructure (Engineering)

**STAFF CONTACT:** Mary Jaeger / Beth Wright

**SUBJECT:** Contract with TREKK Design Group, LLC for design services for the 2021 and 2022 Sanitary Sewer Rehabilitation Project, PN 1-R-000-21 & 1-R-000-22.

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**ITEM DESCRIPTION:**

Consideration of a Master Agreement for Professional Services with TREKK Design Group, LLC for design of the 2021 and 2022 Sanitary Sewer Rehabilitation Project, PN 1-R-000-21 & 1-R-000-22.

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**SUMMARY:**

These projects are in place to rehabilitate existing sanitary sewers that are in poor structural condition, resulting in a reduction of inflow and infiltration (I&I) and lower operational and maintenance costs.

A Request for Qualifications for this project was issued on September 12, 2019. Four (4) firms responded to this request and TREKK Design Group, LLC (TREKK) was selected based on the submitted qualifications. The initial term of this agreement was for one (1) year with the option of extending the agreement for two (2) more years. The proposed agreement with TREKK is on an as-needed basis and includes design of multiple rehabilitation projects for both contractors and in-house construction crews, sanitary sewer modeling, flow monitoring of various sanitary sewer sub-basins, investigation of sanitary sewer mains and bootleg connections, survey of existing conditions, utility coordination, cost estimates, land acquisition documentation needed for right-of-way or easements (title reports, easement documents, etc.), development of construction plans, and assistance with bidding of construction projects. The total cost of this agreement is \$300,000 (\$150,000 each for 2021 and 2022).

The 2021 Sanitary Sewer Rehabilitation projects are scheduled to begin design in February 2021 with construction occurring throughout 2021.

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**FINANCIAL IMPACT:**

Funding for the 2021 and 2022 Sanitary Sewer Rehabilitation Project, as approved in the 2021-2025 Capital Improvement Plan, includes:

2021 Revenue Bonds	\$ 1,000,000
<u>2022 Revenue Bonds</u>	<u>\$ 1,000,000</u>
Total	\$ 2,000,000

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**ACTION NEEDED:**

Approval of a Master Agreement for Professional Services with TREKK Design Group, LLC for design of the 2021 and 2022 Sanitary Sewer Rehabilitation Project, PN 1-R-000-21 & 1-R-000-22.

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**MEETING DATE:** 2/2/2021

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**ATTACHMENT(S):**

- A. Project Fact Sheet
- B. Master Agreement for Professional Services



**Project Fact Sheet**  
**Sanitary Sewer Rehabilitation (I&I)**  
**1-R-000-21 & 1-R-000-22**  
**February 2, 2021**

**Project Manager:** Beth Wright / Aaron Wasko

**Description:** These projects allow the City of Olathe to rehabilitate and replace sanitary sewer lines and manholes in poor and failing conditions identified and prioritized through asset management to increase system structural condition and reduce the amount of groundwater infiltration and stormwater inflow entering the sanitary sewer collection system.

**Justification:** This project will provide rehabilitation and investigation of existing sanitary sewer infrastructure for replacement and improvements to the sanitary sewer infrastructure and will reduce stormwater inflow and groundwater infiltration from entering the wastewater collection system.

<b>Schedule:</b>	<b>Item</b>	<b>Date</b>
Design:	RFQ	9/12/2019
	Consultant Selection	10/18/2019
Construction:		2021 & 2022
<b>Council Actions:</b>	<b>Date</b>	<b>Amount</b>
Project Authorization	1/5/2021	\$7,178,200
Professional Services Agreement	2/2/2021	\$300,000
<b>Funding Sources:</b>	<b>Amount</b>	<b>CIP Year</b>
Revenue Bonds	\$1,000,000	2021
Revenue Bonds	\$1,000,000	2022
<b>Expenditures:</b>	<b>Budget</b>	<b>Amount to Date</b>
Design	\$ 300,000	\$0
Land Acquisition	\$ 100,000	\$0
Construction	\$1,500,000	\$0
<u>Staff Time</u>	<u>\$ 100,000</u>	<u>\$0</u>
<b>Total</b>	<b>\$2,000,000</b>	<b>\$0</b>

## **MASTER AGREEMENT FOR PROFESSIONAL SERVICES**

THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and TREKK Design Group, LLC, hereinafter "Consultant" (collectively, the "Parties").

City has various sanitary sewer projects in Olathe, Kansas, and requires the following services:

### **Sanitary Sewer On-Call Engineering Services** **Project No. 1-R-000-21 & 1-R-000-22**

The required services are more fully described in **Exhibit A** (attached hereto and incorporated herein by reference).

City contracts with Consultant for the performing of Professional Services through the use of Task Orders as described herein, in consideration of these premises and of the mutual covenants herein set forth. By executing this Agreement, Consultant represents to City that Consultant is professionally qualified to perform these Professional Services and is licensed to practice engineering by all public entities having jurisdiction over Consultant and the projects.

### **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 the City's Request for Proposals/Request for Qualifications ("RFP/RFQ").

**"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 a Project, including all supervision, materials, supplies, labor, tools, equipment, transportation and/or other facilities furnished, used or consumed in connection with a 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 a 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" means all or part of a project identified by City in a Task Order.

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

"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 \$300,000.00 (Three Hundred Thousand Dollars and No Cents), including reimbursable expenses as described

herein. The fee is based on the performance of the scope of services outlined in this Agreement, and will be billed by Consultant using hourly rates and equipment charges as set forth in **Exhibit B** attached hereto and incorporated by reference, plus reimbursable expenses as set forth below. All bills will be submitted to City on a monthly basis as provided herein.

2. Reimbursable Expenses: Consultant will be reimbursed at the actual cost 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 the scope of this Agreement or any Task Order, or 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 B**; 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 B**. 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. Payment to Consultant as compensation for Additional Services will be in accordance with the hourly rate schedule attached as **Exhibit B**.
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 a 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 B**. 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 a Task Order completed to date. This report will serve as support for payment to Consultant.

**SECTION III - RESPONSIBILITIES OF CONSULTANT**

Consultant will perform the Professional Services in accordance with written Task Orders issued by City and agreed to by Consultant. Task Orders will be substantially similar to the form provided in **Exhibit C**.

**A. TASK ORDERS**

1. City or Consultant will prepare a Task Order providing a scope and all appropriate attachments for the other party to review and approve.
2. City, upon its acceptance, will sign and approve the Task Order and return a fully executed copy to Consultant.
3. City may require a Task Order to contain an estimate of cost, an estimate of time, or a funding limitation, and if so required, the Task Order must contain those items.

4. Consultant will notify City as soon as practicable if it appears that an estimate and/or funding limitation will be exceeded. Professional Services provided in excess of estimates or funding limitations must be approved in writing by City.
5. All Task Orders or other forms of written authorization will be subject to the terms and conditions in this Agreement. In the event any provision contained in a Task Order or other form of written authorization conflicts with any terms or conditions in this Agreement, the provisions of this Agreement will control.

**B. PRELIMINARY DESIGN TASK ORDERS**

1. Services: Unless provided otherwise in a Task Order, preliminary design services will meet the requirements listed below.
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.
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. If required by a Task Order, 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.

**C. FINAL DESIGN TASK ORDERS**

1. Services: Unless provided otherwise in a Task Order, final design services will meet the requirements listed in this section.
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.
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.

**D. BIDDING PHASE TASK ORDERS**

1. Services: Unless provided otherwise in a Task Order, bidding phase services will meet the requirements listed in this Section.
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.

## **E. CONSTRUCTION PHASE TASK ORDERS**

1. Services: Unless provided otherwise in a Task Order, construction phase services will meet the requirements listed in this Section.
2. 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.
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.

#### **F. GENERAL DUTIES AND RESPONSIBILITIES**

1. Personnel: Consultant will assign only qualified personnel to perform any service concerning a Project. At the time of execution of this Agreement, the Parties anticipate that the following individual will perform as the principal on this Agreement: Justin Likes (Design) or Lucas Gillen (Field Services) will act as primary points of contact with the City's Project Manager. As CEO & Managing Partner of TREKK Design Group, Kimberly Robinett 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 Agreement. 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 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 a 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 a Task Order; 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 a Task Order and performance of Consultant's obligations under this Agreement.

**C. DUTIES**

City will perform the various duties and services in all phases of a Project which are outlined and designated in a Task Order 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 a Task Order.

**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 a Task Order. 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 a Project.

**G. PROJECT REPRESENTATIVE**

City will designate a Project Manager to represent City in coordinating this Agreement 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 a Task Order 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 Drive  
Olathe, KS 66061

TREKK DesignGroup, LLC  
Attn: Justin Likes  
1411 E 104<sup>th</sup> St  
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 a Task Order 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 this Agreement 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 a 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, to the extent caused by or connected with the performance of this Agreement.
2. Indemnification and Hold Harmless: For purposes of this Agreement, Consultant agrees to indemnify, defend and hold harmless City and its agents from any and all Loss where Loss is caused or incurred as a result of the intentional misconduct, recklessness, negligence, or other actionable fault of Consultant or its subcontractors.
3. Comparative Fault & Contributory Negligence: It is a specific element of consideration of this Agreement that the indemnity in Section V.E.2 will apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of City or any Third Party and, further notwithstanding any theory of law including, but not limited to, a characterization of City's or any Third Party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that Consultant's obligation hereunder will not include amounts attributable to the fault or negligence of City or any Third Party for whom Consultant is not responsible.
4. Damage Limitations: The indemnification obligation contained in this Agreement will not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for Consultant or its subcontractors, by the minimum insurance required by this Agreement, nor under workers' compensation acts, disability benefit acts, or other employee benefit acts.
5. Negligence by the City: Consultant is not required hereunder to defend City or its agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence.

**F. AFFIRMATIVE ACTION/OTHER LAWS**

1. Kansas Act Against Discrimination: During the performance of this Agreement, Consultant agrees that:
  - a. Consultant will observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, gender, disability, national origin, ancestry, or age;
  - b. in all solicitations or advertisements for employees, Consultant will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("commission");
  - c. if Consultant fails to comply with the way Consultant reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Consultant will be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by City without penalty;
  - d. if Consultant is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Consultant will be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
  - e. Consultant will include the provisions of subsections a. through d. in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
2. Exceptions to Applicability: The provisions of this Section will not apply to a contract entered into by City with Consultant if (a) Consultant employs fewer than four (4) employees during the term of such contract; or (b) Consultant's contract with City totals Ten Thousand Dollars (\$10,000) or less in aggregate.
3. Kansas Age Discrimination in Employment Act: Consultant further agrees and acknowledges that it will abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this Project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.
4. Kansas Fairness in Public Construction Contract Act: The Parties agree and acknowledge that the services provided under this Agreement are within the scope of the Kansas

Fairness in Public Construction Contract Act (K.S.A. 16-1901 et seq.) and that no provision of this Agreement waives, alters, or supersedes any provisions of said Act.

**G. ENTIRE AGREEMENT**

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

**H. APPLICABLE LAW, JURISDICTION, AND VENUE**

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

**I. NO THIRD-PARTY BENEFICIARIES**

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

**J. INDEPENDENT CONTRACTOR**

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

**K. DELIVERABLES**

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

3. Conformed To Construction Drawings ("As Built" Drawings): Following construction, City and/or construction contractor will provide copies of changes and alterations made in the field during construction to Consultant to provide Conformed To Construction Drawings per the City of Olathe Technical Specifications and Design Criteria for Public Improvements. Consultant may rely on the information provided by City in preparing such documents, subject to the professional standard of care required by this Agreement.

**L. COVENANT AGAINST CONTINGENT FEES**

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

**M. COMPLIANCE WITH LAWS**

Consultant will abide by all applicable federal, state and local laws, ordinances and regulations applicable to the performance of Professional Services at the time the Professional Services are performed. Consultant will secure all occupational and professional licenses and permits from public and private sources necessary for the fulfillment of the obligations under this Agreement, and will provide City a copy of its certificate of good standing to conduct business in the State of Kansas with this Agreement (**Exhibit G**).

**N. TITLES, SUBHEADS AND CAPITALIZATION**

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

**O. SEVERABILITY CLAUSE**

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

**P. AMBIGUITY CLAUSE AND HIERARCHY OF INTERPRETATION**

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

1. This Agreement;
2. Task Order;
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 \_\_\_\_\_ 202\_\_.

**CITY OF OLATHE, KANSAS**

By: \_\_\_\_\_  
Mayor

ATTEST:


\_\_\_\_\_  
City Clerk

(Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney/Deputy City Attorney/  
Assistant City Attorney

TREKK Design Group, LLC

By:   
\_\_\_\_\_  
Kimberly Robinett – Managing Partner

1411 E 104<sup>th</sup> St  
Kansas City, MO 64131

**TABLE OF CONTENTS  
OF EXHIBITS**

<b>Exhibit A</b>	<b>Description of Services</b>
<b>Exhibit B</b>	<b>Fee &amp; Rate Schedule</b>
<b>Exhibit C</b>	<b>Sample Task Order Form</b>
<b>Exhibit D</b>	<b>Land Acquisition Checklist for Consultant Projects</b>
<b>Exhibit E</b>	<b>City of Olathe Insurance Requirements</b>
<b>Exhibit F</b>	<b>Certificate of Insurance</b>
<b>Exhibit G</b>	<b>Certificate of Good Standing to Conduct Business in Kansas</b>



**EXHIBIT A**  
**Description of Services**

The City of Olathe requires professional engineering and field services for various sanitary sewer projects for rehabilitation and inflow & infiltration mitigation throughout the City. The projects may include land survey of existing conditions, engineering studies, sanitary sewer design, sanitary sewer flow monitoring, sanitary sewer system modeling, cost estimates, acquisition documentation (title reports, surveyed exhibits, easement documents, etc.) needed for any right-of-way or easements (if needed), developing construction plans in accordance with KDHE and Olathe specifications, coordination with utilities, and other entities as needed. Additional tasks may include assistance with bidding of projects for construction and assistance, as needed, throughout construction.

**EXHIBIT B**

**Fee & Rate Schedule**



A D/WBE, SBA 8(A), WOSB Certified  
Civil Engineering Firm

## 2021 Compensation for Professional Engineering Services<sup>1</sup> TREKK Design Group, LLC (TREKK)

The **OWNERS**'s payment to the **ENGINEER** shall be due and payable as follows:

- I. For Professional Engineering Services, when authorized and agreed upon in writing, an amount based upon hourly billing rates plus expenses, in accordance with Section III below allowable salary range for each position classification and expenses, or a negotiated amount as agreed upon.
- II. For **Other Services**, when authorized and agreed upon in writing, an amount based upon hourly rates plus expenses or unit rates, in accordance with Section III below, or a negotiated amount as agreed upon.
- III. **Hourly Billing Rates and Expenses:**

Project Principal	\$ 205.40	-	\$ 268.60	CADD Technician I	\$ 75.84	-	\$ 107.44
Project Manager	\$ 123.24	-	\$ 259.12	CADD Technician II	\$ 63.20	-	\$ 88.48
Senior Professional Engineer	\$ 173.80	-	\$ 259.12	CADD Technician III	\$ 53.72	-	\$ 72.68
Professional Engineer I	\$ 151.68	-	\$ 227.52	Senior Professional Land Surveyor	\$ 135.88	-	\$ 176.96
Professional Engineer II	\$ 123.24	-	\$ 183.28	Professional Land Surveyor I	\$ 116.92	-	\$ 154.84
Professional Engineer III	\$ 107.44	-	\$ 142.20	Professional Land Surveyor II	\$ 101.12	-	\$ 132.72
Senior Project Engineer	\$ 135.88	-	\$ 186.44	Professional Land Surveyor III	\$ 88.48	-	\$ 116.92
Project Engineer I	\$ 113.76	-	\$ 161.16	Survey Technician I	\$ 88.48	-	\$ 132.72
Project Engineer II	\$ 97.96	-	\$ 132.72	Survey Technician II	\$ 63.20	-	\$ 94.80
Project Engineer III	\$ 82.16	-	\$ 113.76	Survey Technician III	\$ 53.72	-	\$ 72.68
Senior Industry Specialist	\$ 167.48	-	\$ 243.32	Survey Crew (2 Person - 3 Person)	\$ 173.80	-	\$ 237.00
Industry Specialist I	\$ 139.04	-	\$ 195.92	LiDAR Crew	\$ 173.80	-	\$ 237.00
Industry Specialist II	\$ 116.92	-	\$ 164.32	Slam Crew	\$ 173.80	-	\$ 237.00
Industry Specialist III	\$ 97.96	-	\$ 139.04	Survey Crew Chief I	\$ 72.68	-	\$ 107.44
Office Technician I	\$ 72.68	-	\$ 104.28	Survey Crew Chief II	\$ 56.88	-	\$ 85.32
Office Technician II	\$ 60.04	-	\$ 85.32	Survey Rodman	\$ 50.56	-	\$ 66.36
Office Technician III	\$ 50.56	-	\$ 72.68	Utility Coordinator	\$ 82.16	-	\$ 123.24
GIS Analyst I	\$ 101.12	-	\$ 151.68	Senior Construction Inspector	\$ 88.48	-	\$ 132.72
GIS Analyst II	\$ 85.32	-	\$ 116.92	Construction Inspector I	\$ 72.68	-	\$ 104.28
GIS Analyst III	\$ 72.68	-	\$ 101.12	Construction Inspector II	\$ 60.04	-	\$ 85.32
GIS Technician I	\$ 69.52	-	\$ 97.96	Construction Inspector III	\$ 50.56	-	\$ 69.52
GIS Technician II	\$ 56.88	-	\$ 82.16	Controller	\$ 120.08	-	\$ 164.32
GIS Technician III	\$ 50.56	-	\$ 66.36	Accounting Specialist I	\$ 91.64	-	\$ 126.40
Field Crew	\$ 135.88	-	\$ 173.80	Accounting Specialist II	\$ 66.36	-	\$ 91.64
Senior Field Technician	\$ 82.16	-	\$ 123.24	Accounting Specialist III	\$ 50.56	-	\$ 69.52
Field Technician I	\$ 66.36	-	\$ 94.80	IR Equipment Charge	\$ 7.50	hr	
Field Technician II	\$ 56.88	-	\$ 75.84	LiDAR Equipment Charge	\$ 1,500.00	hr	
Field Technician III	\$ 50.56	-	\$ 66.36	GeoSLAM Equipment Charge	\$ 30.00	hr	
Project Designer I	\$ 107.44	-	\$ 142.20	Mileage	\$ 0.58	mi	
Project Designer II	\$ 94.80	-	\$ 123.24	Other Expenses	Cost		
Project Designer III	\$ 82.16	-	\$ 107.44				

**Note 1: The above hourly rates and unit prices are good through December 31, 2021.**

**EXHIBIT C**  
**Sample Task Order Form**

**TASK ORDER NO. \_\_\_\_**

This Task Order is made as of this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, under the terms and conditions established in the MASTER AGREEMENT FOR PROFESSIONAL SERVICES, dated \_\_\_\_\_ (the "Agreement"), between City of Olathe, Kansas ("City") and \_\_\_\_\_ ("Consultant") (collectively, the "Parties"). This Task Order is made for the following purpose, consistent with the Agreement and the following project:

**[INSERT PROJECT/TASK DESCRIPTION]**

**Section A – Scope of Services**

**[INSERT TASKS/SUBTASKS]**

**Section B – Schedule**

**[INSERT SCHEDULE]**

**Section C – Compensation**

C.1 In return for the performance of the foregoing obligations, City will pay to Consultant the estimated amount of \$\_\_\_\_\_, payable according to terms of the Agreement.

C.2 City will pay Consultant according to the fee/rate schedule attached as Appendix C to the Agreement.

C.3 Compensation for the following additional services not included in this Task Order (if any) will be paid by City to Consultant as follows:

**None. [OR INSERT SPECIFICS]**

**Section D – Owner Responsibilities**

The Owner will provide the following:

**None. [OR INSERT SPECIFICS]**

**Section E – Other Provisions**

The Parties agree to the following provisions with respect to this specific Task Order:

The parties hereto have caused this Task Order to be executed this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**CITY OF OLATHE, KANSAS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TREKK DESIGN GROUP, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT D**  
**Land Acquisition Checklist for Consultant Projects**

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

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

— **REQUIRED INFORMATION:**

- a) City Project No. and Project Name; State Project No. and Federal Project No. (if applicable)
- b) Current Ownership (both husband and wife's name, even if only owned by one spouse)
  - 1) If a trust, the name and date of the trust
  - 2) If a corporation or LLC, state of incorporation or formation
  - 3) If partnership, full name of partnership
- c) Johnson County Parcel ID number;
- d) Number the tracts in the project (up one side and down the other) (Tract No. \_\_)
- e) The name of any other party who has an interest (contract for deed holder, lienholder, mortgage companies, tenant, etc.)
- f) Situs Address
- g) Mailing Address
- h) Other easement holders (utilities, tenants with 99-year leases)
- i) Temporary Construction Easement must include the date that the easement rights end.
- j) Legal description of the entire tract, including total square footage.
- k) Legal description of the new taking, including total square footage.
- l) Tract map
- m) Ownership & Encumbrance title report, not more than 9 months since certification, showing current ownership, liens, mortgages, existing easements and any other encumbrances upon the property.
- n) Copy of last deed(s) of record. If an undivided interest is conveyed in the deed, we need all deeds which comprise the whole interest. (If undivided one-half is conveyed to husband's trust and undivided one-half interest is conveyed to wife's trust, we will need a copy of both deeds.
- o) Common errors to avoid: verify marital status, *BEFORE SUBMITTING DOCUMENTS TO CITY OF OLATHE VERIFY THE O&E'S TO ENSURE OWNERSHIP HAS NOT CHANGED.*

— Tract Map will be considered complete when it contains the following information (example is attached):

- a) Map of entire property (May not be possible on large parcels and still showing legible taking) showing location of the easement (s) and indicating any trees to be removed or fences to be moved. Outlines of buildings are to be shown so that we can tell how close the easements are to the existing building. Dimensions/bearings for easements to be clearly shown on map. It is acceptable to place all easements on one exhibit as long as each easement is easily identified. If the exhibit is too cluttered, then the easements will be placed on separate exhibits with permanent easements on one exhibit and temporary easements on a separate exhibit. **EASEMENT MUST BE CLEARLY VISIBLE ON DRAWING.**
- b) Property owner's names, mailing address, situs address (if different from mailing), Johnson County Parcel ID number, tract number, lienholder, easement holder.
- c) Map of tract must show dimensions of tract and property lines clearly marked.
- d) Common errors to avoid: North arrow pointing in the wrong direction, verification that the easement legal description closes upon itself.

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

— Submit Documents to Public Works staff.

**EXHIBIT E**  
**CITY OF OLATHE INSURANCE REQUIREMENTS**

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

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

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

**C.** Additional Insured. CGL and auto policies must be endorsed to include the City as additional insured for the project. Any and all coverage available to the named insured is applicable to the additional insured. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**D.** Verification of Coverage.

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

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

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



**EXHIBIT F**  
**Certificate of Insurance**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/19/2021

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 CA#0H64724 1-913-982-3650

IMA, Inc. (NE Kansas Division)

51 Corporate Woods  
9393 W. 110th Street, Suite 600  
Overland Park, KS 66210INSURED  
TREKK Design Group LLC

1411 104th Street

Kansas City, MO 64131

CONTACT  
NAME: Lynne CoxPHONE  
(A/C, No, Ext):FAX  
(A/C, No):E-MAIL  
ADDRESS: lynne.cox@imacorp.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: CHARTER OAK FIRE INS CO

25615

INSURER B: TRAVELERS PROP CAS CO OF AMER

25674

INSURER C: BERKLEY INS CO

32603

INSURER D:

INSURER E:

INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 61218947

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
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"/> PROJECT <input type="checkbox"/> LOC  OTHER:		680009K040933	04/30/20	04/30/21	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 - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BA9K036919	04/30/20	04/30/21	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP009K044317	04/30/20	04/30/21	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	UB009K037652	04/30/20	04/30/21	<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
C	<input checked="" type="checkbox"/> Professional Liability		AEC903634202	04/30/20	04/30/21	Each Claim 3,000,000 Aggregate 3,000,000

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

Re: Sanitary Sewer On-Call Engineering Services Project No. 1-R-000-21 & 1-R-000-22. TREKK Job No. 21-0020. The City of Olathe, KS is included as an Additional Insured on the General Liability and Automobile Liability policies if required by written contract or agreement and with respect to work performed by Insured subject to policy terms and conditions. This insurance is Primary Non-Contributory on the General Liability and Automobile Liability policies subject to policy terms and conditions.

## CERTIFICATE HOLDER

City of Olathe

1385 S Robinson Drive

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)

Rkloiber  
61218947

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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: 3290160

Entity Name: TREKK DESIGN GROUP, LLC

Entity Type: DOM: LTD LIABILITY COMPANY

State of Organization: KS

was filed in this office on March 01, 2002, 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 20, 2021

**SCOTT SCHWAB**  
**SECRETARY OF STATE**

Certificate ID: 1162692 - To verify the validity of this certificate please visit <https://www.kansas.gov/bess/flow/validate> and enter the certificate ID number.



Laura Kelly, Governor  
Mark A. Burghart, Secretary  
[www.ksrevenue.org](http://www.ksrevenue.org)

# CERTIFICATE OF TAX CLEARANCE

TREKK Design Group, LLC

## ISSUE DATE

11/20/2020

## TRANSACTION ID

TEK6-D75E-55ST

## CONFIRMATION NUMBER

C2Y7-MNER-JTCS

**TAX CLEARANCE VALID THROUGH 02/18/2021**

*Verification of this certificate can be obtained on our website, [www.ksrevenue.org](http://www.ksrevenue.org),  
or by calling the Kansas Department of Revenue at 785-296-3199*



# City of Olathe

## COUNCIL AGENDA ITEM

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**MEETING DATE:** 2/2/2021

---

**FOCUS AREA:** Infrastructure (Facilities)

**STAFF CONTACT:** Mary Jaeger/Beth Wright

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

---

**ITEM DESCRIPTION:**

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

---

**SUMMARY:**

The City currently uses Overhead Door Company for door repair and replacement services. Overhead Door Company provides mechanized door and gate 24/7 service with excellent response time for critical City facilities including the Fire Stations, Vehicle Maintenance, Utility facilities and the Police Department's secured regions. Secondary service is provided for office door and hardware/lock mechanism services for the City.

The City initially awarded to Overhead Door Company in 2012 during the Request for Proposal process. Staff recommends renewal of contract with Overhead Door Company for a one (1) year period through February 28, 2022. There is no cost increase for this renewal. The location, depth of services offered, and in-stock parts availability from Overhead Door Company make the renewal a strategically sound decision for the interests of the City.

Historical spend is represented below:

2017 - \$160,238.40

2018 - \$189,030.22

2019 - \$172,288.52

2020 - \$205,973.52 increase due to the installation of touchless access projects throughout the City funded by CARES resources.

Overhead Door Company is in Olathe.

---

**FINANCIAL IMPACT:**

Estimated annual expenditure is \$175,000. Estimated expenditures will be funded from the Facilities Division.

---

**ACTION NEEDED:**

Renewal of contract with Overhead Door Company.

---

**ATTACHMENT(S)**

Competition Exception Form



☒ **COMPETITION EXCEPTION REPORT**

Competition exception is the decision to purchase without competition through the use of bidding, formal solicitation, request for qualification, or a request for proposal when competition is available.

☐ **SOLE SOURCE**

Only one vendor possesses the unique and singularly available capability to meet the requirement such as technical qualifications, ability to deliver based on distribution restrictions, or services from a public utility. See the Purchasing Manual Section 40.2 for examples.

Procurement Contact: Lisa Robbins

Date: 12/21/20

Department Contact: Todd Olmstead

E1 Doc No.: \_\_\_\_\_

Total Cost: \$175,000

---

**VENDOR NAME:**

Overhead Door

**COMMODITY/SERVICE DESCRIPTION:**

Provider of service & materials supporting door, lock and gating systems

**CER/SOLE SOURCE JUSTIFICATION:**

Overhead Door primarily provides mechanized garage/bay door & gate service with required minimal response time for critical facilities which include Fire Stations, Vehicle Maintenance, Streets, Utility, PD facility regions. Additionally, service is provided for office door hardware/lock mechanism repairs, installations & modifications. Consideration for and depth of service capability combined with local "in-stock" parts inventory, make additional renewal with OHO strategically sound for support of City infrastructure. Additionally, OHO is presently a substantial local business presence within the City of Olathe and have agreed to extend the rate terms for an additional year at no additional cost.

---

Approved: Brent Clay (Department Director)

Approved: [Signature] (Procurement Manager)

Over \$25,000:

Approved: [Signature] (City Manager)



# City of Olathe

## COUNCIL AGENDA ITEM

---

**MEETING DATE:** 2/2/2021

---

**DEPARTMENT:** Economy

**STAFF CONTACT:** Dianna Wright/Sarah Doherty

**SUBJECT:** Consideration of renewal of contract with Core & Main for the purchase of Sensus water meters.

---

**ITEM DESCRIPTION:**

Consideration of renewal of contract with Core & Main for the purchase of Sensus water meters.

---

**SUMMARY:**

In 2009, the City Council approved the replacement of approximately 34,000 manual read water meters. The project linked all water meters in the City's system to a fixed base wireless network that communicated meter readings directly to the City's Customer Information System (CIS).

Many of the meters have reached the end of its useful life and need replaced. By changing out and replacing water meters, the City will be able to gain more accurate water usage data, which will lead to more accurate billing and possibly higher water revenue, as well as reduce wear and tear on the system as metering data allows the City to be proactive in identifying and resolving metering issues and leaks.

Meters purchased under this agreement will be used for replacement of meters past their useful life as well as new service installations. The total spent the last two years on water meters totaled \$254,640.00.

The increase in expected spend includes the addition of the Water Meter Replacement project approved as part of the 2021-2025 CIP.

Staff recommends renewal of contract with Core and Main for purchase of Sensus water meters through February 28, 2022.

---

**FINANCIAL IMPACT:**

Expected expenditure for 2021 is \$410,000.00. Funding under this contract is from the Water & Sewer Fund.

---

**ACTION NEEDED:**

Consideration of renewal of contract with Core and Main for the purchase of Sensus water meters.

---

**ATTACHMENT(S):**

None.

---





# City of Olathe

## COUNCIL AGENDA ITEM

---

**MEETING DATE:** 2/2/2021

---

**TEAM:** Economy

**STAFF CONTACT:** Dianna Wright/Brad Clay/Mary Jaeger

**SUBJECT:** Consideration of renewal of contract to Gerken Rent-All for portable restroom rental services for the Parks & Recreation and Public Works Departments.

---

**ITEM DESCRIPTION:**

Consideration of renewal of contract to Gerken Rent-All for portable restroom rental services for the Parks & Recreation and Public Works Departments.

---

**SUMMARY:**

The current contract is used by the Parks & Recreation Department to supply and maintain portable restrooms at various park locations, trails, athletic facilities and for special events. There are also some units that are used by Solid Waste at the Landfill.

The City spends approximately \$52,000 during the past year.

In 2017, the City competitively bid and awarded a contract to Gerken Rent-All. Staff recommends the renewal of contract to Gerken Rent-All for one (1) year through April 30, 2022.

---

**FINANCIAL IMPACT:**

Estimated annual expenditures is \$60,000 to be paid from the applicable department line item budget or project.

---

**ACTION NEEDED:**

Renewal of contract with Gerken Rent-All for portable restroom rental services through April 30, 2022.

---

**ATTACHMENT(S):**

None

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# City of Olathe

## COUNCIL AGENDA ITEM

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**MEETING DATE:** 2/2/2021

---

**TEAM:** Exceptional Services

**STAFF CONTACT:** Jeff DeGraffenreid/Erin Vader/Dianna Wright

**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, routine 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 workers compensation services for city staff who are injured on the job. They 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, 2022.

---

**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, 2022

---

**ATTACHMENT(S):**

None

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# City of Olathe

## COUNCIL AGENDA ITEM

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**MEETING DATE:** 2/2/2021

---

**FOCUS AREA:** Infrastructure (Engineering)

**STAFF CONTACT:** Mary Jaeger / Beth Wright

**SUBJECT:** Report on the authorization of the 2022 Street Reconstruction Program, 3-R-000-22.

---

**ITEM DESCRIPTION:**

Report on the authorization of the 2022 Street Reconstruction Program, 3-R-000-22.

---

**SUMMARY:**

The Street Reconstruction Program provides for full reconstruction of streets that are deteriorated to a condition beyond preventative maintenance provided by the Street Preservation Program. The 2022 Street Reconstruction Program includes the following 10 primary street locations and 3 alternate street locations:

- S. Provence Street, Payne Street to End of Street
- S. Payne Street, Old 56 Highway to Brockway Street
- S. Brockway Street, Old 56 Highway to Payne Street (Alternate)
- S. Brentwood Street, Sunset Drive to Sheridan Street
- S. Church Street, Sheridan Street to Lake Drive
- S. Church Terrace, Sheridan Street to Lake Drive
- E. Lake Drive, Mahaffie Street to Church Street
- S. Mahaffie Street, Sheridan Street to Lake Drive (Alternate)
- S. Lane Street, Cedar Street to Ocheltree Street
- E. Glendale Street, Ocheltree Street to Lane Street
- S. Parkway Drive, Glendale Street to Lane Street
- S. Ocheltree Street, Cedar Street to Lane Street
- W. 107<sup>th</sup> Street, 107<sup>th</sup> Street "Y" Intersection to West Cul-de-Sac (Alternate)

Each location 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, city streetlight installation or LED upgrade. The project locations may require utility rehabilitation where necessary, and could include waterline, sanitary sewer and stormwater improvements.

The 10 primary street locations are scheduled to begin design and utility coordination in 2021 and construction in 2022. Alternate street locations may be designed and constructed depending on available funding upon completion of the bids for the 10 primary street locations.

---

**FINANCIAL IMPACT:**

Funding for the 2022 Street Reconstruction Program, as approved in the 2021-2025 Capital Improvement Plan, includes.

GO Bonds

\$5,250,000

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**MEETING DATE:** 2/2/2021

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**Total**

**\$5,250,000**

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**ACTION NEEDED:**

No action is requested at this time. Staff will return to Council on February 16, 2021 to request program authorization approval.

---

**ATTACHMENT(S):**

- A. Project Location Map
- B. CIP Sheet





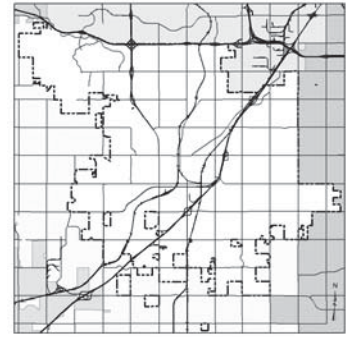
## Capital Improvement Plan Projects

2021 *thru* 2025

## City of Olathe, Kansas

**Project #** 3-R-000-XX  
**Project Name** Street Reconstruction Program

<b>Type</b>	Improvement	<b>Department</b>	Public Works
<b>Category</b>	Street Reconstruction	<b>Contact</b>	Jeff Beal
<b>2040 Focus Area</b>	Infrastructure		



## Description

**Total Project Cost: \$27,030,000**

This program includes full reconstruction of local and collector streets which have deteriorated beyond maintenance or preservation conditions and includes full replacement of existing street subgrade, pavement, curb and gutter, sidewalk, and also includes installation of city owned streetlights.

## Justification

This program provides sustainability by insuring neighborhoods have streets which are in good condition which can be maintained in the future through preservation.

Expenditure	2021	2022	2023	2024	2025	Total
Land Acquisition	25,000	25,000	25,000	25,000	25,000	125,000
Construction	3,896,000	4,012,000	4,127,000	4,251,000	4,374,000	20,660,000
Contingency	255,000	262,000	270,000	278,000	286,000	1,351,000
Design	714,000	735,000	756,000	778,000	800,000	3,783,000
Inspection	60,000	60,000	60,000	60,000	60,000	300,000
Staff	150,000	156,000	162,000	168,000	175,000	811,000
<b>Total</b>	<b>5,100,000</b>	<b>5,250,000</b>	<b>5,400,000</b>	<b>5,560,000</b>	<b>5,720,000</b>	<b>27,030,000</b>

Funding Sources	2021	2022	2023	2024	2025	Total
GO Bonds 10 yr	5,100,000	5,250,000	5,400,000	5,560,000	5,720,000	27,030,000
<b>Total</b>	<b>5,100,000</b>	<b>5,250,000</b>	<b>5,400,000</b>	<b>5,560,000</b>	<b>5,720,000</b>	<b>27,030,000</b>

## Budget Impact/Other

Costs for maintenance will be reduced since all infrastructure components will be in new condition.



# City of Olathe

## COUNCIL AGENDA ITEM

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**MEETING DATE:** 2/2/2021

---

**FOCUS AREA:** QOL: Parks & Recreation

**STAFF CONTACT:** Renee Rush and Brad Clay

**SUBJECT:** Discussion of the 2021 Downtown Outdoor Sculpture Exhibit.

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**ITEM DESCRIPTION:**

Discussion of the 2021 Downtown Outdoor Sculpture Exhibit.

---

**SUMMARY:**

Each year, the Downtown Outdoor Sculpture Exhibit (DOSE) brings a rotating display of sculpture from regional and national artists as one of several public art initiatives that celebrates the community's love for the arts. In its 17<sup>th</sup> year, 56 artists submitted a total of 115 sculptures for consideration. The entries were reviewed, and 10 sculptures were selected by the Olathe Public Art Committee. Committee members who scored the art were Chelsy Walker, Cristina Walker, Melissa Jobe, Carisa McMullen, Rashawn Griffin, and Whitney Williamson. City staff reviewed the sculptures and provided recommendations in regard to site selection considering size, traffic, and public safety.

The 10 sculptures recommended for the exhibit, which will be presented at the Council meeting are:

<u>Artist</u>	<u>Sculpture Title</u>
Nicole Beck	Asteray
Jay Lockett	Silica Rose
Nathan Pierce	Selene
Rhoda Powers	Summer Fun
Zach Tabb	Revivification
James Payne	Isolation
Brian Ferriby	Firewalker
Chris Itsell	Uplift
Sunghee Min	Cherry
Kirk Seese	The Feather

Alternates:

Andrew Denton	Lovearch
Reven Swanson	Butterflies within a Butterfly
Nathan Perice	Indigenous

The sculptures will be located throughout downtown Olathe for a period of one year. It is necessary for site location to be flexible, as sculptures may need to be relocated after arrival to ensure the best fit for each sculpture site.

---

**MEETING DATE:** 2/2/2021

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**FINANCIAL IMPACT:**

The annual budget for the Downtown Outdoor Sculpture Exhibit is \$15,000. In 2021, leftover funds from the 2020 Exhibit will be utilized to cover additional costs.

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**ACTION NEEDED:**

Authorization for approval of the 2021 Downtown Outdoor Sculpture Exhibit selections will appear on the February 16, 2021 consent agenda.

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**ATTACHMENT(S):**

A: 2021 Downtown Outdoor Sculpture Exhibit



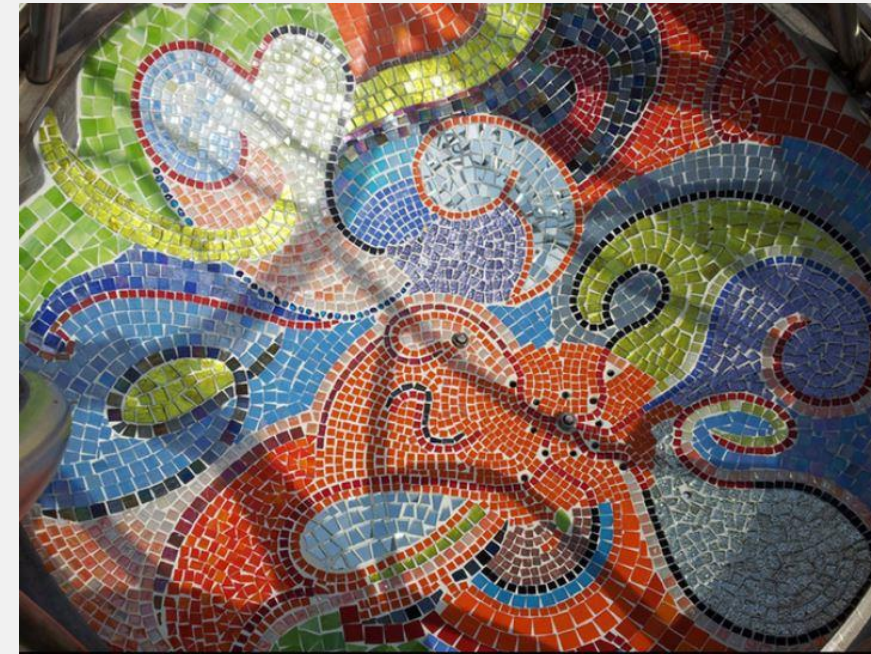
# 2021 Downtown Outdoor Sculpture Exhibit

# Asteray

Stainless Steel, Powder Coat, Epoxied Mosaic  
18' x 4' x 4', 800 lbs

Stagecoach Park

Nicole Beck  
Chicago, IL





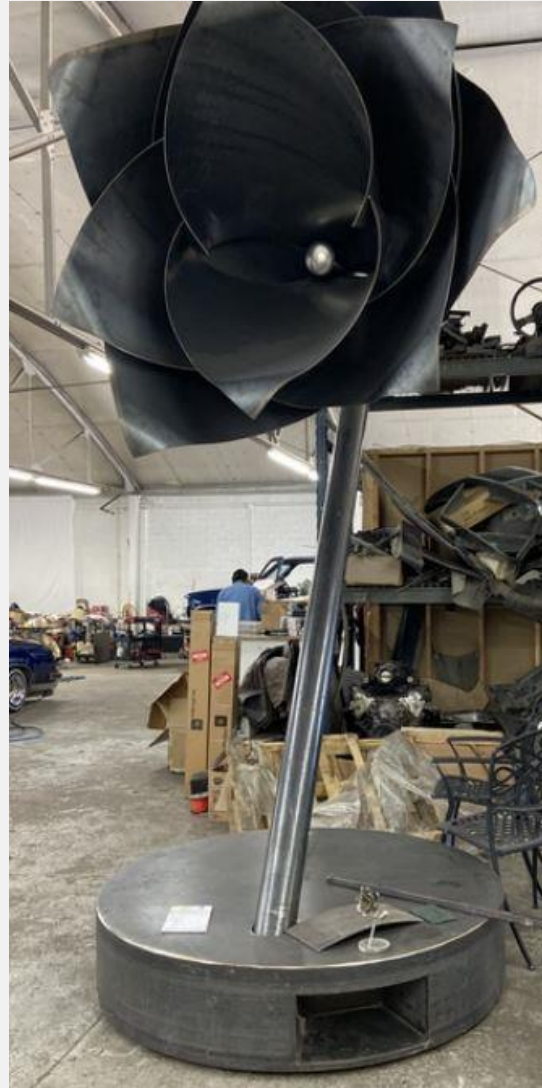
# Silica Rose

Welded Steel

13.5' x 5' x 5', 9500 lbs

Civic Center Park

Jay Lockett  
Kansas City, MO



# Selene

Stainless Steel, Acrylic  
9' x 6' x 4', 250 lbs

Civic Center Park

Nathan Pierce  
Cape Girardeau, MO





# Summer Fun

Steel, Kiln Cast Glass

7' x 4' x 4', 150 lbs

Community Garden on Loula

Rhoda Powers  
Kansas City, MO





# Revivification

Cast Iron

3.5' x 2.5' x 3', 1,000 lbs

Calamity Line

Zach Tabb  
Grand Junction, CO





# Isolation

Wood, Steel Pipe  
16' x 16' x 30', 5,000 lbs

Northgate

James Payne  
Perkinsville, VT



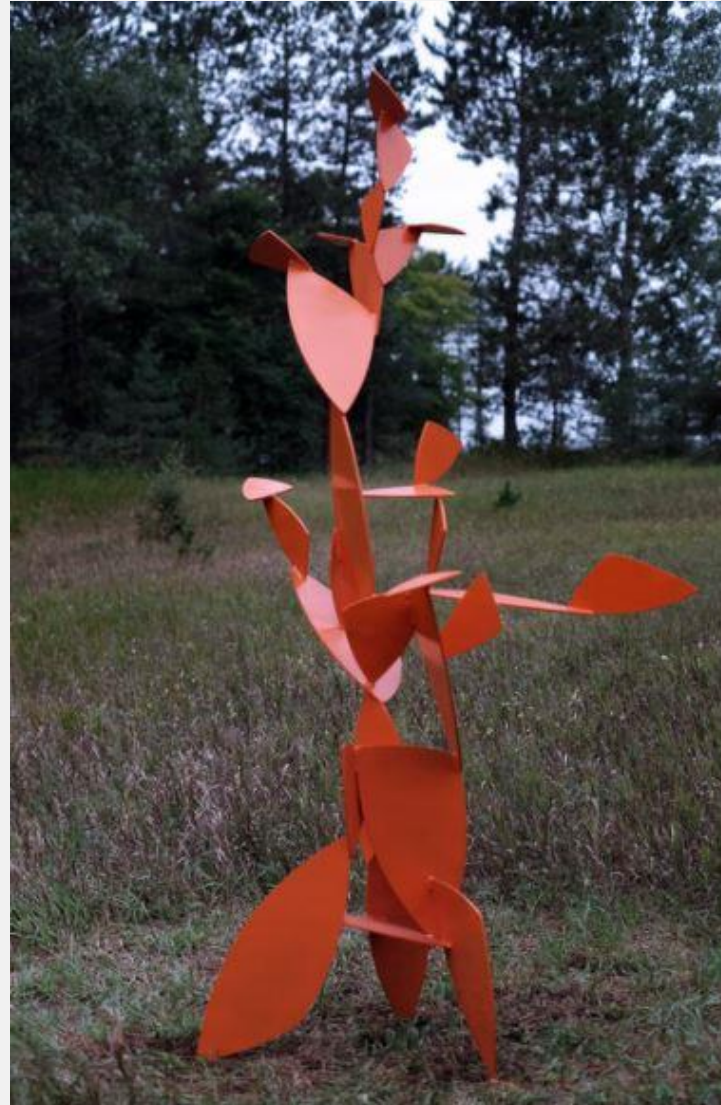


# Firewalker

Polychrome Steel  
8' x 4.5' x 4', 225 lbs

Parking Garage

Brian Ferriby  
Empire, MI



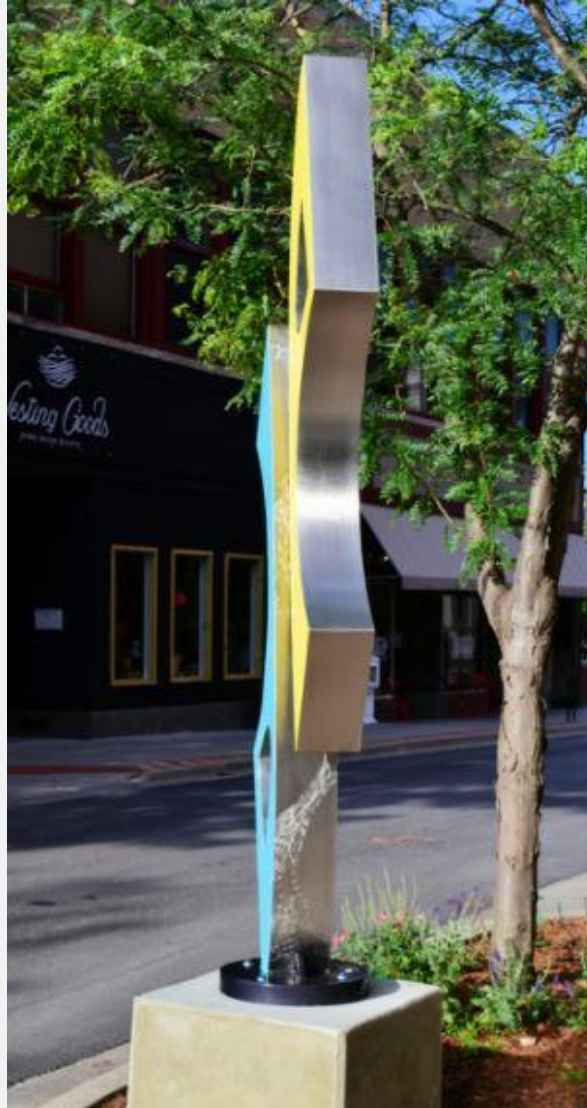


# Uplift

Steel & Stainless Steel, Auto Paint & Clear Coat  
10' x 3' x 2', 250 lbs

Corner of Poplar and Cherry

Chris Itsell  
Johnstown, OH





# Cherry

Painted Steel

6' x 3' x 3', 180 lbs

City Hall

Sunghee Min  
Roseville, MN





# Pluma Sculptura aka The Feather

Steel, Marine Grade MDO Board  
10' x 2' x 2', 84 lbs

Kirk Seese  
Lutherville, MD

Corner of Chestnut and Poplar (Parkview Manor)



# ALTERNATES

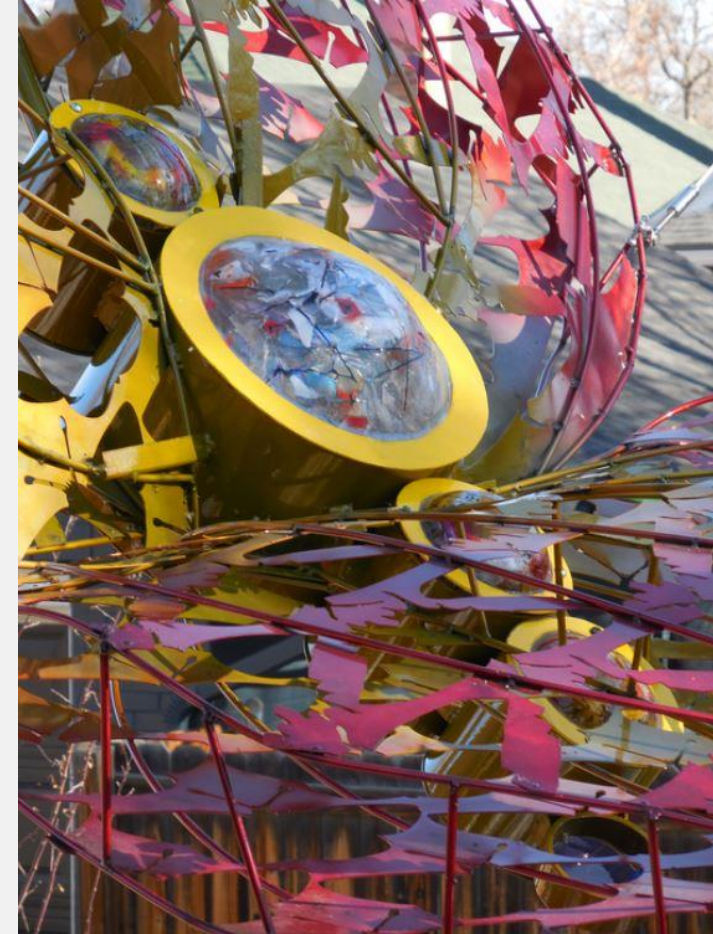


# Butterflies within a Butterfly

Stainless Steel, Cast Glass, Suspension Cables, Solar Lights  
14' x 8.5' x 8', 700 lbs

Reven Swanson  
Denver, CO

Alternate





# Lovearch

Aluminum, Steel, Paint  
8' x 10' x 4', 400 lbs

Alternate

Andrew Denton  
Little Rock, AR





# Indigenous

Powder Coated Steel, Acrylic  
7' x 3' x 4', 150 lbs

Alternate

Nathan Pierce  
Cape Girardeau, MO

