

PROFESSIONAL SERVICES AGREEMENT

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

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

Stevenson St (Grace Terrace to Oak Street) Stormwater Improvements

Project No. 2-C-014-18

Lake Side Acres Street Reconstruction Project

Project No. 3-R-002-20

Lake Side Acres Sanitary Sewer Improvements

Project No. 1-R-104-17

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

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

SECTION I - DEFINITIONS

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

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

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

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

"Construction Cost" means and includes but is not limited to the cost of the entire

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

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

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

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

"Project" is as above described.

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

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

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

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

SECTION II - COMPENSATION

A. FEES & EXPENSES

1. Total Fee: City agrees to pay Consultant an amount not to exceed, Four Hundred and Forty Thousand One Hundred and Ten Dollars (\$440,110), including reimbursable

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

2. Reimbursable Expenses: Consultant will be reimbursed at the actual cost, not to exceed a total expense of Ninety-One Thousand Five Hundred and Ninety Dollars (\$91,590) for the following expenses related only to the Project: (a) expense of transportation in connection with the Project; (b) expenses in connection with authorized out-of-town travel; (c) long-distance communications; (d) expenses of printing and reproductions; (e) postage and facsimile transmissions; (f) expenses of renderings and models requested by City, and (g) other costs as authorized by City in writing as set forth herein.

B. SERVICES BEYOND THE SCOPE OF SERVICES

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

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

C. BILLING & PAYMENT

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

D. SCHEDULE

All services must be completed on or before December 31, 2020.

SECTION III - RESPONSIBILITIES OF CONSULTANT

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

A. PRELIMINARY DESIGN PHASE

1. Services: The Professional Services to be provided during this phase are set out in **Exhibits B and D**, attached hereto and incorporated by reference.
2. Preliminary Design Documents: Consultant will furnish City copies of the above

preliminary design documents per the City of Olathe Technical Specifications and Design Criteria for Public Improvements, unless otherwise noted in **Exhibit B**.

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

B. FINAL DESIGN PHASE

1. Services: The Professional Services to be provided during this phase are set out in **Exhibit B** attached hereto and incorporated by reference.
2. Final Design Documents: Consultant will furnish City copies of the final design plans per the City of Olathe Technical Specifications and Design Criteria for Public Improvements unless otherwise noted in **Exhibit B**.
3. Contract Documents: Consultant will prepare for City all Project contract agreement forms, final design plans, general conditions and supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents requested by City, unless such documents are provided by City.

4. Final Cost Estimate: Consultant will furnish City an estimate of probable Construction Cost based on final design. This estimate is commonly known as the "Engineer's Estimate" and will be used as the basis for construction contract award. The Engineer's Estimate must be sealed and provided by a professional engineer licensed by the State of Kansas. Since Consultant has no control over the cost of labor, materials, or equipment furnished by others not under contract to Consultant, or over the resources provided by others not under contract to Consultant to meet Project schedules, Consultant's opinion of probable costs and of Project schedules for construction may be made based on experience and qualifications as a professional engineer. Consultant does not guarantee that proposals, bids, or actual Project costs will not vary from Consultant's opinions of probable cost or that actual schedules will not vary from Consultant's projected schedules.
5. Budget: Consultant will immediately advise City if, in its opinion, the amount budgeted for the Project is not sufficient to cover all Project costs, including but not limited to, construction, right-of-way and easement acquisition, inspection, and testing.

C. BIDDING PHASE

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

D. CONSTRUCTION PHASE

1. In-House Administration and Inspection: It is understood that City will provide full-time, in-house administration and inspection of the construction Project and the work of the construction contractor at City's expense, unless otherwise agreed upon in writing by the Parties. Consultant will assist City by providing general administration and inspection of the work of the construction contractor as requested by City by conducting periodic inspections of the construction contractor's work during construction and will assist City in a final inspection of the construction Project after completion of the work by the construction contractor. Consultant will also check shop drawings and assist City in making interpretation of plans and specifications and reviewing pay estimates for making payments to the construction contractor.

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

E. GENERAL DUTIES AND RESPONSIBILITIES

1. Personnel: Consultant will assign only qualified personnel to perform any service concerning the Project as identified in Consultant's response to the Request for Proposals. At the time of execution of this Agreement, the Parties anticipate that the following individual will perform as the principal on this Project: Wayne Feuerborn. As

principal on this Project, this person will be the primary contact with the City's Project Manager and will have authority to bind Consultant. So long as the individual named above remains actively employed or retained by Consultant, such individual will perform the function of principal on this Project. For the Professional Services rendered hereunder, Consultant, and any of its subcontractors, will employ engineers, architects, landscape architects, and surveyors licensed by the Kansas State Board of Technical Professions.

2. Subsurface Borings & Material Testing: If tests, additional to those provided for in **Exhibit B**, are required for design, Consultant will prepare specifications for the taking of the additional borings. Such subsurface borings and testing, as defined herein, will be provided by the City's contracted testing consultant or its subcontractors.
3. Service By and Payment to Others: Any services authorized in writing by City and performed by any party other than Consultant or its subcontractors (a "Third Party") in connection with the proposed Project will be contracted for and paid for by City. In addition to payments for the Third Party's professional services, this may also include necessary permits, licenses, ownership certifications, materials testing, advertising costs, and other special tests or other services required or requested by City or Consultant which are not defined within the scope of services of Consultant as set forth herein. Fees for such extra services will be subject to negotiation between City and the Third Party. Fees will be approved by City in writing prior to the execution of any extra services. Although Consultant may assist City in procuring such services of Third Parties, Consultant will in no way be liable to either City or such Third Parties in any manner whatsoever for such services or for payment thereof.
4. Subcontracting or Assignment of Services: Consultant may not subcontract or assign any of the Professional Services to be performed under this Agreement without first obtaining the written approval of City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge Consultant from any obligation under this Agreement. Any person or firm proposed for subcontracting Professional Services under this Agreement will maintain throughout the duration of the Agreement, insurance as provided in Section V.D.2. herein, and will additionally maintain Professional Liability insurance in a minimum amount of \$1,000,000 per claim and in the aggregate and provide City with an insurance certificate showing the insurance limits provided by Consultant's subconsultant. Any services completed by a City-approved subcontractor of Consultant pursuant to this Agreement may not be increased more than ten percent (10%) over the actual cost of the services.
5. Endorsement: Consultant must sign and seal all final plans, specifications, estimates and engineering data furnished by Consultant. Any review or approval by City of any documents prepared by Consultant, including but not limited to the plans and specifications, will be solely for determining whether such documents are consistent

with the City of Olathe Technical Specifications and Design Criteria for Public Improvements and may not be construed as City assuming responsibility for the accuracy, adequacy, fitness, suitability and coordination of Consultant's services and deliverables. No review of such documents will relieve Consultant of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its services and deliverables.

6. Inspection of Documents: Consultant must maintain all Project records for inspection by City at reasonable times and places upon written request during the contract period and for three (3) years from the date of final payment.
7. Standard of Care: Consultant will exercise the same degree of care, skill, and diligence in the performance of the Professional Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. If Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from City, the Professional Services necessary to correct errors and omissions which are caused by Consultant's negligence.

SECTION IV - CITY OF OLATHE'S RESPONSIBILITIES

A. COMMUNICATION

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

B. ACCESS

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

C. DUTIES

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

D. PROGRAM AND BUDGET

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

E. ADMINISTRATIVE SERVICES

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

F. BOND FORMS

City will furnish all bond forms required for the Project.

G. PROJECT REPRESENTATIVE

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

SECTION V - GENERAL PROVISIONS

A. TERMINATION

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

Address for Notice:

City of Olathe
Attn: Nicole Woods
PO Box 768
Olathe, KS 66051

HNTB Corporation
Attn: Daniel Ryan
7400 W. 129th St., Suite 100
Overland Park, KS 66213

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

B. DISPUTE RESOLUTION

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

consent.

C. OWNERSHIP OF CONSULTANT DOCUMENTS

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

D. INSURANCE

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

E. INDEMNITY

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

for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with the performance of this Agreement.

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

F. AFFIRMATIVE ACTION/OTHER LAWS

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

in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Consultant will be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by City without penalty;

- d. if Consultant is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Consultant will be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
 - e. Consultant will include the provisions of subsections a. through d. in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- 2. Exceptions to Applicability: The provisions of this Section will not apply to a contract entered into by City with Consultant if (a) Consultant employs fewer than four (4) employees during the term of such contract; or (b) Consultant's contract with City totals Ten Thousand Dollars (\$10,000) or less in aggregate.
 - 3. Kansas Age Discrimination in Employment Act: Consultant further agrees and acknowledges that it will abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this Project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.
 - 4. Kansas Fairness in Public Construction Contract Act: The Parties agree and acknowledge that the services provided under this Agreement are within the scope of the Kansas Fairness in Public Construction Contract Act (K.S.A. 16-1901 et seq.) and that no provision of this Agreement waives, alters, or supersedes any provisions of said Act.

G. ENTIRE AGREEMENT

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

H. APPLICABLE LAW, JURISDICTION, AND VENUE

Interpretation of this Agreement and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Kansas, excluding Kansas'

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

I. NO THIRD-PARTY BENEFICIARIES

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

J. INDEPENDENT CONTRACTOR

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

K. DELIVERABLES

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

L. COVENANT AGAINST CONTINGENT FEES

Consultant represents that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or

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

M. COMPLIANCE WITH LAWS

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

N. TITLES, SUBHEADS AND CAPITALIZATION

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

O. SEVERABILITY CLAUSE

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

P. AMBIGUITY CLAUSE AND HIERARCHY OF INTERPRETATION

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

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

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

Q. EXECUTION OF CONTRACT

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

CITY OF OLATHE, KANSAS

By: _____
Michael E. Copeland, Mayor

ATTEST:

City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney/Deputy City Attorney/
Assistant City Attorney

HNTB Corporation

By: Wayne Feuerborn
Wayne Feuerborn, Vice President
7400 W 129th St., Suite 100
Overland Park, KS 66213

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OF EXHIBITS**

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EXHIBIT A
Description of Project & Map

Stevenson Street and Lake Side Acres Improvements: This project includes three projects. One is a stormwater improvement project that is being administered by the City of Olathe and is funded jointly by the City and the Johnson County Stormwater Management Program. The other two are a street rehabilitation project and a sanitary sewer project that are being administered and funded by the City of Olathe. The project goals are to:

- Alleviate flooding of habitable structures along South Stevenson Drive through construction of an RCB on Mill Creek Tributary from near South Stevenson Drive and East Oak Street and channel grading to about 500 feet north of Sheridan Street
- Replace and rehabilitate residential streets within the project area defined as Sheridan Street from South Harrison Street to Curtis Street, South Stevenson Street, East Oak Street, and South Hamilton Street south of East Sheridan Street, South Hamilton Circle north of East Sheridan Street
- Replace and rehabilitate sanitary sewers and waterlines at various locations throughout the project.

All improvements will meet the project specific design criteria established by the City and HNTB. The detailed scope of services is attached in Exhibit B.



EXHIBIT B
Scope of Services

Stevenson Street and Lake Side Acres Improvements: HNTB's scope of services includes updating the Preferred Concept Presented in the PES, Preparing Preliminary Plans, Environmental Permitting, Utility Relocation Coordination, Final Plan Preparation, Bidding Services Assistance, and Construction Engineering Services Assistance. In addition to HNTB's services, Kaw Valley Engineering, Inc. will provide applicable survey and geotechnical services. HNTB and Kaw Valley's scope of services are more detailed in the attached scope and fee documents. The following assumptions apply to this project's Scope of Services:

Scope Assumptions

- The City will provide AIMS mapping and aerial photography
- It is assumed that this project will be designed and bid as a single project and plan set.
- Design Criteria - Improvements developed will be designed in conformity with the appropriate City of Olathe, State and Federal design criteria as set forth in the current versions of the standard design documents. Exceptions will be noted and clearly communicated to the City of Olathe.
- Design Surveys - HNTB will contract with Kaw Valley Engineering (KVE) for surveying services. KVE will perform field surveys including establishing horizontal and vertical control, benchmarks, field located utilities, and full topography survey encompassing the project area. See KVE's attached Scope Services for additional details and assumptions.
- Right-of-Way - Kaw Valley Engineering will provide existing right-of-way and ownership and encumbrance reports as outlined in their attached supplemental scope of services. KVE will prepare legal descriptions and HNTB will prepare front end documents and tract map exhibits, combine and submit all applicable acquisition documents to the City of Olathe. HNTB will not be involved with direct land acquisition or appraisal proceedings as part of this contract. Olathe will handle the appraisals and acquisition process with only minor coordination assistance by HNTB.
- Selection of the final stormwater concept / RCB alignment will be documented in meeting minutes and associated exhibits only. Assumes no formal revision of Johnson County Preliminary Engineering Study (PES).
- Final documentation of the removal of homes and streets from flooding will be included only on the Storm Sewer Calculation Sheet in the plan submittals. No separate memo, permit or certificate is included since the study area is outside of a regulatory floodplain.
- It is assumed that if additional inlets are required along the roadway, that they can be discharged to the new RCB, downstream channel, or the inlet located near East Sheridan Street and Curtis Street. The scope assumed that up to 20 inlets and structures may be required.
- The RCB under Stevenson Street is assumed to be a single cell RCB with one transition in size.
- RCB barrel details will be based on KDOT standard design but non-standard orientation of vehicle loads (parallel to barrel rather than perpendicular) will be analyzed.
- The proposed 4-5' wide sidewalk around the "horseshoe" is assumed to be located on the inside of the "horseshoe" around Stevenson, Oak and Hamilton Streets.
- It is assumed that there will be 1700 feet of waterline replacement along Sheridan Street and Curtis Street.
- It is assumed that approximately 1500 feet of sanitary sewer will require rehabilitation or reconstruction and 200 feet will require relocation. No other sanitary work is expected.

Scope of Services

Exhibit B

- Permitting
 - 4(f) or 6(f) evaluations are not anticipated to be needed for this project and are not included in this scope of services.
 - NPDES application fees to be paid by the City
 - It is assumed that a COE Nationwide Permit will be required. COE permitting and mitigation fees to be paid by City.
- Erosion and Sediment Control design will use City of Olathe standard details. No design is provided for phased construction.
- Geotechnical – Kaw Valley Engineering will perform all geotechnical investigations and recommendations for the project. See KVE's attached Scope Services for additional details and assumptions.
 - The City shall provide pavement and subgrade design.
 - It is assumed that there will not be any retaining walls.
 - No underdrain will be installed with this project.
- Utility Coordination - HNTB will coordinate utility relocations for the project. HNTB will provide plan drawings to utility companies and will provide coordination services as outlined in the scope of services. Utility relocation plans will be developed by others.
 - Monitoring of utility relocations is not included in this scope and fee. It is assumed that the City will do this monitoring.
 - The City will contract separately for any potholes that are necessary.
- Public Involvement/Stakeholder Engagement –Two public informational meeting are assumed. HNTB will plan and organize logistics for public informational meeting including meeting notices, display boards, comment forms, sign in sheets, and public comment summarization. Additional project meetings and individual stakeholder meetings are detailed in the Scope of Services.
- Traffic Control and Sequencing design is limited to general plan layouts with general notes and City of Olathe standard details. No design is provided for phased construction.
- Fencing/Private Features/ROW Acquisition – Fencing plans are included in the construction plans. Disturbance to existing monuments (HOA or otherwise) and other private landscape features will be compensated during the acquisition process and will not require design effort by HNTB.
- No aesthetics or landscaping design (other than tree replacement along channel) is assumed for this project.
- Cost Estimates - If all bids exceed HNTB's final cost estimate, and the City of Olathe chooses to revise the project scope or specifications, or both, as necessary to reduce the construction cost, then HNTB and the City of Olathe shall mutually agree in writing to the amount of any adjustments to the total fee and/or schedule required as a result of such revisions.
- Construction staking, construction observation or administration are not included in this scope of services.

Deliverables

The following Deliverables will be developed:

- Field Check Plans
- Right-of-Way Documents
- Permits (KDHE NOI and COE Nationwide)
- Final Plans
- Updated Plans and Specs for Bidding
- Record Drawings (Based on inspector / contractor markups)

Schedule

- Assumed Notice to Proceed (NTP) – January 22, 2019
- Field Check Plans – March 29, 2019
- Right-of-Way Documents – May 10, 2019
- Final Plans – July 31, 2019
- Updated Plans and Specs for Bidding – October 31, 2019
- Assumed Bid Letting – December 2019
- Construction – 2020
- Project Complete - November 30, 2020

The above schedule shall be adjusted based on right-of-way and/or utility relocations. If changes are encountered during design the schedule will be updated accordingly.

EXHIBIT B - Scope of Services - 2-C-014-18 - 3-R-002-20 - 1-R-104-17

Stevenson Street and Lake Side Acres Improvements 12/30/2018		Project Manager	Senior Technical Advisor	Project Engineer	Engineer	Technician	Total	Total Costs
Item of Work		\$185	\$215	\$140	\$105	\$130		
2-C-014-18 - Stevenson Street (Grace Terr. To Oak St.) Stormwater Improvements								
1.1	Data Collection and Concept Design							
1.1.1	Request and assemble plats, as-builts, and AIMS data including aerial imagery, existing contours, existing surface data, existing utility information, and existing right-of-way and parcel line work to create base mapping (Stormwater)	1		1		3	5	\$ 715
1.1.2	Stevenson St. RCB and Channel Proposed Conditions Hydrology and Hydraulics Analysis and Sizing (Assumes PCSWMM, XP-Storm, or similar)	4	3	12	20		39	\$ 5,165
1.1.3	Coordinate with Upstream Property Owner(s) to protect an additional potential home not identified in the PES. Determine if RCB extension or channel grading is desired solution to tie-in upstream including sizing a potential channel alternative and creating an exhibit to explain.	8	2	12	16	8	46	\$ 6,310
1.1.4	Stevenson St. RCB Alignment Layout Alternatives Refinement (includes preliminary exhibits for coordination with City)	2		8	16	8	34	\$ 4,210
1.1.5	Concept Cost Estimate prior to preliminary design / plan development	2		2	6		10	\$ 1,280
1.1.6	Senior Technical Review of Concept Recommendation	2	2				4	\$ 800
Data Collection and Concept Design		19	7	35	58	19	138	\$ 18,480
1.2	Preliminary Design							
1.2.1	Title Sheet, General Notes, Survey Reference Sheet, Alignment Detail Sheet	1		1	4	4	10	\$ 1,265
1.2.2	Channel Grading and Berm Typical Section Sheet	1		1	1	4	7	\$ 950
1.2.3	RCB Plan & Profile Sheets (Plan Scale 1"=20', Assume 2)	1		6	16	14	37	\$ 4,525
1.2.4	Channel Grading Plan Sheets and Profile Sheets (Proposed Contours, Spot elevations, Includes transitions into and out of RCB and transition to existing channel) (Plan Scale 1"=20') (Assume 2)	1		4	20	10	35	\$ 4,145
1.2.5	Channel Grading Cross Sections (includes 3D grading surface development and display of right-of-way, easements, and utilities)	1		12		8	21	\$ 2,905
1.2.6	Storm Sewer Design (Inlet Spacing and RCP sizing connected to Stevenson St RCB and downstream channel and associated roadways, assumes 20 structures)	2		20	40		62	\$ 7,370
1.2.7	Storm Sewer Pipe Profiles including HGLs and Utility Crossings	1		8	18	12	39	\$ 4,755
1.2.8	Drainage Calculation Table, Drainage Area Map	1		2	6	4	13	\$ 1,615
1.2.9	Sanitary Sewer Plan and Profile Sheet (Scale 1"=20') (Relocation at Stevenson St RCB)	1		4	8	8	21	\$ 2,625
1.2.10	Landscaping and Fencing Plans and Private Features Replacement Table (landscaping plans for channel corridor only)	1		4	10	10	25	\$ 3,095
1.2.11	Channel Lining, Outlet Protection, and Riprap Sizing and Analysis	1		6	12		19	\$ 2,285
1.2.12	Preliminary Quantities and Cost Estimate	6		6	12		24	\$ 3,210
1.2.13	Senior Technical Review / Milestone Plan Review (Stormwater)	2	8				10	\$ 2,090
1.2.14	Submit three (3) half-size sets of preliminary plans to City and County SMP for review	3		1		2	6	\$ 955
Preliminary Design		23	8	75	147	76	329	\$ 41,790
1.3	Utility Coordination							
1.3.1	Contact utility companies and request existing facility maps			4			4	\$ 560
1.3.2	During surveys, coordinate with KVE in getting field locates properly marked			4			4	\$ 560
1.3.3	Assess existing utilities and potential conflicts based on concept and survey of field located utilities		4	1		4	9	\$ 1,520
1.3.4	Develop conceptual Utility Master Plan (relocation scheme) and conceptual relocation schedule	2	10	3		3	18	\$ 3,330
1.3.5	During Preliminary Design schedule, arrange, prepare for, and attend initial round of "one-on-one" Utility Coordination Meetings. Assume meetings with 5 different utilities. Initial meeting purpose is to confirm location, type, and size of utilities, refine relocation scheme, identify private easements, identify possible ROW taking requirements. Includes follow-up actions (review of private easements and preparation of pot-hole requests)		5	13		10	28	\$ 4,195
1.3.6	Field measure pot-holes (assumes pot-holes obtained by utility owner), assess information vs. design and provide utilities with results			3	10	8	21	\$ 2,510
1.3.7	During Final Design schedule, arrange, prepare for, and attend second round of "one-on-one" Utility Coordination Meetings. Assume meetings with 5 different utilities. Second meeting purpose is to finalize Utility Master Plan, determine ROW/UE requirements, determine utility relocation schedule requirements, and estimate relocation costs. Includes follow up actions determined in meeting.		5	13		7	25	\$ 3,805
1.3.8	Update Utility Master Plan and schedule for use by City's utility coordinator		3	4			7	\$ 1,205
1.3.9	On-going correspondence with utilities and City utility coordinator including working sketches to assist in determining relocation requirements and conceptual relocation schedule. (8 months duration during Preliminary and Final Design)		8	30		10	48	\$ 7,220
1.3.10	Coordinate with KVE staking of project information requested by utilities			4		2	6	\$ 820
1.3.11	Assist City with coordination during relocation activity. Includes: assistance with proposed drainage/roadway design information and assistance with minor variations to relocation design (assumes 4 months of utility relocations)		8	8		8	24	\$ 3,880
Utility Coordination		2	43	87	10	52	194	\$ 29,605
1.4	Right of Way Development							
1.4.1	Prepare preliminary taking linework	1		4	6	2	13	\$ 1,635
1.4.2	Coordinate development of legal descriptions with Kaw Valley			1		3	4	\$ 530
1.4.3	Prepare color tract maps (assume 30 tracts)			6		24	30	\$ 3,960
1.4.4	Prepare and maintain summary of takings				4		4	\$ 420
1.4.5	Prepare Front End Documents	1		4	16		21	\$ 2,425
1.4.6	Review and submit ROW package	1		3			4	\$ 605
1.4.7	Coordinate with appraiser during acquisition			6			6	\$ 840
1.4.8	Update tract maps and right-of-way documents based on land acquisition process comments related to proposed ROW.	1		4		8	13	\$ 1,785
Right of Way Development		4		28	26	37	95	\$ 12,200

Stevenson Street and Lake Side Acres Improvements 12/30/2018		Project Manager	Senior Technical Advisor	Project Engineer	Engineer	Technician	Total	Total Costs
Item of Work		\$185	\$215	\$140	\$105	\$130		
1.5	RCB Design and Structural Details							
1.5.1	RCB Details based on KDOT Standard Details (Assume Special Design Required Due to Loading Configuration - Assumed 2 Sizes)			24	32	24	80	\$ 9,840
1.5.2	RCB Wingwall Details (Assume Special Designs Required - 2 Sheets)			24	32	16	72	\$ 8,800
1.5.3	RCB Pipe Opening, RCB Transition, Inspection Access & Fence Details (Assume 3 Sheets)			14	26	32	72	\$ 8,850
1.5.4	KDOT Standard Details (Assume 4 Sheets)			4		4	8	\$ 1,080
1.5.5	Final Quantities and Engineer's Estimate for Construction	1		6	5		12	\$ 1,550
1.5.6	Senior Technical Review		3	5			8	\$ 1,345
RCB Design and Structural Details		1	3	77	95	76	252	\$ 31,465
1.6	Permitting							
1.6.1	Prepare NPDES Permit Application and SWPPP (includes SWPPP assembly for Contractor)	2		4	16	4	26	\$ 3,130
1.6.2	Prepare COE Nationwide 14 Permit Package for upstream / downstream channel	2	4	10	12	4	32	\$ 4,410
Permitting		4	4	14	28	8	58	\$ 7,540
1.7	Final Design							
1.7.1	Address Field Check Comments on typical sections, plan and profile sheets, drainage design, sanitary relocation, grading, landscaping, private feature impacts)	6	2	16	30	30	84	\$ 10,830
1.7.2	Final Stormwater Model / Calculation Updates for RCB, Inlets, Pipes, Channel	4		10	20		34	\$ 4,240
1.7.3	Erosion and Sediment Control Plans and Details (Stormwater)	2		3	10	6	21	\$ 2,620
1.7.4	Landscaping and Private Feature Restorations Notes and Details			2	6	4	12	\$ 1,430
1.7.5	Include applicable Olathe Standard Details in Final Plans				2	2	4	\$ 470
1.7.6	Final Quantities and Engineer's Estimate for Construction	6		10	20		36	\$ 4,610
	Prepare documents and information to be included with the Project Manual (City provide base documents)	4		10	20		34	\$ 4,240
1.7.8	Senior Technical Review / Milestone Plan Review (Stormwater)	4	8				12	\$ 2,460
1.7.9	Submit three (3) half-size sets of final plans to City and County SMP for review.	3		1		2	6	\$ 955
1.7.10	Upon receipt of City comments on final design submittal, address comments and submit bid documents to City	4	1	8	16	8	37	\$ 4,795
1.7.11	Provide one addendum during the bid process (assumes letter format with no plan revisions)	4		4		2	10	\$ 1,560
1.7.12	General consultation during the bid period	2		2			4	\$ 650
Final Design		39	11	66	124	54	294	\$ 38,860
1.8	Construction Engineering Assistance							
1.8.1	Prepare for and attend Pre-Construction Meeting (City to lead - Provide up to 6 Half and 4 Full Sets of Final Plans and 10 Spec Books to Contractor)	3		5	4		12	\$ 1,675
1.8.2	Attend Periodic Construction Progress Meetings led by City (Assume 3)			6			6	\$ 840
1.8.3	Shop Drawing Review - Storm Structures, Sanitary Relocation (Assume 20 Structures)	1		6	16		23	\$ 2,705
1.8.4	Review Contractor's material submittals (concrete mix design, aggregate,waterline, riprap, erosion control)	2		8			10	\$ 1,490
1.8.5	Shop Drawing Review - Precast RCB			6	10		16	\$ 1,890
1.8.6	Respond to RFI's and assist with general questions during construction	4		12	4		20	\$ 2,840
1.8.7	Plan Revisions (assumes up to 2 minor plan revisions)	4		4	8	4	20	\$ 2,660
1.8.8	Provide Record Drawings to City (Based only on inspector / contractor markups)			2		6	8	\$ 1,060
Construction Engineering Assistance		14		49	42	10	115	\$ 15,160
1.9	Management and Meetings							
1.9.1	Internal Project Kickoff Meeting including Quality Control Procedures	2	1	1	1	1	6	\$ 960
1.9.2	External Project Kickoff Meeting (Assumes HNTB PM,Roadway & Stormwater Task Leads) including preparation of Project Design Criteria	5		5			10	\$ 1,625
1.9.3	Progress Meetings with City of Olathe (3) (Includes Exhibit Preparation)	12		9		6	27	\$ 4,260
1.9.4	Meet with property owners and City On-Site (Assume 3 meetings)	6					6	\$ 1,110
1.9.5	Public Informational Meeting after Preliminary Design (includes exhibit preparation)	6		6	4	8	24	\$ 3,410
1.9.6	Public Informational Meeting (Prior to Construction) (Assumes contractor led and no new exhibits)	6		6			12	\$ 1,950
1.9.7	Work planning and QAQC Plan Development	4		6			10	\$ 1,580
1.9.8	Project Coordination with City and Johnson County (as needed). Includes monthly project review meetings, budget set-up and tracking, scheduling, ongoing communication, and invoice preparation.	18	18	24			60	\$ 10,560
Management and Meetings		59	19					

EXHIBIT B - Scope of Services - 2-C-014-18 - 3-R-002-20 - 1-R-104-17

Stevenson Street and Lake Side Acres Improvements 12/30/2018		Project Manager	Senior Technical Advisor	Project Engineer	Engineer	Technician	Total	Total Costs
Item of Work		\$185	\$215	\$140	\$105	\$130		
3-R-002-20 - Lake Side Acres Street Reconstruction Project								
2.1	Preliminary Roadway Design							
2.1.1	Confirm design criteria for the project and discuss with the City	1	1	2			4	\$ 680
2.1.2	Request and assemble plats, as-builts, and AIMS data including aerial imagery, existing contours, existing surface data, existing utility information, and existing right-of-way and parcel line work to create base mapping (Roadway)	1		1	3	4	9	\$ 1,160
2.1.3	Perform field walk thru with city staff to determine locations of pavement, curb, driveways, sidewalk, ADA ramp, and other items of work	4		8	8	8	28	\$ 3,740
2.1.4	Concept Design and Cost Estimate to determine project limits	2		2	8		12	\$ 1,490
2.1.5	Create Alignment Detail Sheet			1	2	1	4	\$ 480
2.1.6	Develop typical sections and details for roadway reconstruction and mill and overlay	1	1		8	4	14	\$ 1,760
2.1.7	Develop horizontal and vertical geometry for roadway reconstruction of Stevenson-Oak-Hamilton St. "horseshoe" and addition of 4'-5' wide sidewalk assumed to be on the inside of the "horseshoe".	4	2	8	32	4	50	\$ 6,170
2.1.8	Develop horizontal and vertical geometry for reconstruction of 40 driveways associated with Stevenson-Oak-Hamilton St. "Horseshoe" and create Entrance Profile Sheets	4		8	24	12	48	\$ 5,940
2.1.9	Develop plan and profile sheets (plan scale 1"=20') for roadway reconstruction and mill and overlay improvements (assumes 10 total sheets, 4 mill and overlay plan/quant and 6 reconstruction plan/profile)	6		4	24	40	74	\$ 9,390
2.1.10	Create roadway model, surfaces, and roadway cross sections for Stevenson-Oak-Hamilton (assumes 25' intervals)	2	1	8	40	4	55	\$ 6,425
2.1.11	Develop grading / construction limits	2		4	8	2	16	\$ 2,030
2.1.12	Create intersection detail sheets including curb return details and ADA Sidewalk improvements. Assumes 8 curb returns and ADA Ramp locations. Assumes ramp vertical is determined by Contractor.	2		6	14	8	30	\$ 3,720
2.1.13	Preliminary pavement marking and signing sheets	1			4	8	13	\$ 1,645
2.1.16	Preliminary traffic control, sidewalk detour route	1	1		4	4	10	\$ 1,340
2.1.17	Preliminary Quantities and Cost Estimate	2	1	8	32		43	\$ 5,065
2.1.18	Senior Technical Review / Milestone Plan Review (Roadway)		4				4	\$ 860
Preliminary Roadway Design		33	11	60	211	99	414	\$ 51,895
2.2	Sheridan Street Waterline Replacement							
2.2.1	Horizontal and Vertical Design of Sheridan Street Waterline Replacement (Assumes 1700 linear feet including connections to sidestreet lines)	1		12	24		37	\$ 4,385
2.2.2	Preliminary Water Line Plan and Profile Sheets (plan scale 1"=20') (Assumes 4)	1		4	8	12	25	\$ 3,145
2.2.3	Waterline Connection Details (assumes 8)	1		4	8	8	21	\$ 2,625
2.2.4	Address Preliminary City Waterline comments and prepare Final Waterline Plan and Profile Sheets and Connection Details	1		4	8	8	21	\$ 2,625
2.2.5	Include additional Olathe Standard Waterline Detail Sheets in Final Plans			1		1	2	\$ 270
2.2.6	Upon receipt of City comments on final design submittal, address comments and submit bid documents to City	1		1	1	1	4	\$ 560
2.2.7	Senior Technical Review / Milestone Plan Review (Waterline)		4				4	\$ 860
Sheridan Street Waterline Replacement		5	4	26	49	30	114	\$ 14,470
2.3	Street Lighting Design							
2.3.1	Street Lighting Installation Plan			28		8	36	\$ 4,960
2.3.2	Senior Technical Review / Milestone Plan Review (Lighting)		4				4	\$ 860
2.3.3	Street Lighting Installation Plan Revisions from Preliminary Design Comments		2	16		2	20	\$ 2,930
2.3.4	Street Lighting Details, Quantities, Cost Estimate and Specifications		2	8		2	12	\$ 1,810
Street Lighting Design			8	52		12	72	\$ 10,560
2.4	Final Roadway Design							
2.4.1	Perform final walk thru with city staff to review locations of pavement, curb, driveways, sidewalk, ADA ramp, and other items of work	4			4	4	12	\$ 1,680
2.4.2	Address Field Check Comments on typical sections, plan and quantity sheets, profile sheets, intersection details, pavement marking sheets and traffic control plan	8		8	12	8	36	\$ 4,900
2.4.3	Erosion and Sediment Control Plans and Details (Roadway)	1		2	4	8	15	\$ 1,925
2.4.4	Finalize Typical Sections, Alignment Detail Sheet	2		3		4	9	\$ 1,310
2.4.5	Finalize Roadway Plan, Profile and Intersection Detail Sheets	4		8	24	10	46	\$ 5,680
2.4.6	Finalize roadway model, surfaces, and roadway cross sections	2		4	24	2	32	\$ 3,710
2.4.7	Include additional Olathe Standard Roadway Details in Final Plans			1		1	2	\$ 270
2.4.8	Final Quantities and Engineer's Estimate for Construction	4	1	12	24		41	\$ 5,155
2.4.9	Prepare documents and information to be included with the Project Manual (City provide base documents)	4	1	8	1		14	\$ 2,180
2.4.10	Senior Technical Review / Milestone Plan Review (Final Roadway Plans)		4				4	\$ 860
2.4.11	Upon receipt of City comments on final design submittal, address comments and submit bid documents to City	2	1	2	4	4	13	\$ 1,805
Final Roadway Design		31	7	48	97	41	224	\$ 29,475
2.5	Construction Engineering Assistance							
2.5.1	Respond to RFI's and assist with general questions during construction	4		4	2		10	\$ 1,510
2.5.2	Plan Revisions (assumes up to 2 minor plan revisions)	4		4	2	4	14	\$ 2,030
2.5.3	Provide Record Drawings to City (Based only on inspector / contractor markups)	2		1		2	5	\$ 770
Construction Engineering Assistance		10		9	4	6	29	\$ 4,310
3-R-002-20 - Lake Side Acres Street Reconstruction Project		79	30	195	361	188	853	\$ 110,710

EXHIBIT B - Scope of Services - 2-C-014-18 - 3-R-002-20 - 1-R-104-17

Stevenson Street and Lake Side Acres Improvements 12/30/2018		Project Manager	Senior Technical Advisor	Project Engineer	Engineer	Technician	Total	Total Costs
Item of Work		\$185	\$215	\$140	\$105	\$130		
3-R-002-20 - Fee Summary								
Labor:		Project Manager @ \$185/hour		14,615				
		Senior Technical Advisor @ \$215/hour		6,450				
		Project Engineer @ \$140/hour		27,300				
		Engineer @ \$105/hour		37,905				
		Technician @ \$130/hour		24,440				
3-R-002-20 - Lake Side Acres Street Reconstruction Project Estimated Labor Costs:		\$		110,710				
Expenses:		Printing/Plotting/Travel = \$		1,000				
		Control and Field Surveys (KVE)=		29,415				
Total Expense =		\$		30,415				
Total Fee =		\$		141,125				
1-R-104-17 - Lake Side Acres Sanitary Sewer Improvements								
3.1	Data Collection and Concept Design							
3.1.1	Obtain condition reports and pipeline videos from City of Olathe, Review for pipeline condition and identify service line locations		1		3		4	\$ 530
3.1.3	Conceptual Cost Estimate to verify extents of improvements to include		1	1	3		5	\$ 670
	Data Collection and Concept Design		2	1	6		9	\$ 1,200
3.2	Preliminary Design							
3.2.1	Create Overall Sanitary Sewer Replacement Plan Sheet / Key Map and General Notes	1		2	4	4	11	\$ 1,405
3.2.2	Sanitary Sewer Rehabilitation / Replacement Plan and Profile Sheets (Scale 1"=20') (Assume approximately 1500 linear feet of sewer)	4	2	6	12	12	36	\$ 4,830
3.2.3	Preliminary Quantities and Cost Estimate	1		1	2		4	\$ 535
	Preliminary Design	6	2	9	18	16	51	\$ 6,770
3.3	Final Design							
3.3.1	Address Field Check Comments on Sanitary Rehabilitation / Replacement Plans	1		2	4	8	15	\$ 1,925
3.3.2	Include City Standard Sanitary Details in Plans				1	1	2	\$ 235
3.3.3	Upon receipt of City comments on final design submittal, address comments and submit bid documents to City	1		1	4	4	10	\$ 1,265
3.3.4	Final Quantities and Engineer's Estimate for Construction	1		1	3		5	\$ 640
	Final Design	3		4	12	13	32	\$ 4,065
3.4	Construction Engineering Assistance							
3.4.1	Review Shop Drawings and Catalog Cut Submittals	2		2	6		10	\$ 1,280
3.4.1	Respond to RFI's and assist with general questions during construction	4		4	2		10	\$ 1,510
3.4.2	Plan Revisions (assumes up to 2 minor plan revisions)	4		4	2	4	14	\$ 2,030
3.4.3	Provide As-Built Drawings to City (Based only on inspector / contractor markups)			1		2	3	\$ 400
	Construction Engineering Assistance	10		11	10	6	37	\$ 5,220
1-R-104-17 - Lake Side Acres Sanitary Sewer Improvements		19	4	25	46	35	129	\$ 17,255
1-R-104-17 - Fee Summary								
Labor:		Project Manager @ \$185/hour		3,515				
		Senior Technical Advisor @ \$215/hour		860				
		Project Engineer @ \$140/hour		3,500				
		Engineer @ \$105/hour		4,830				
		Technician @ \$130/hour		4,550				
1-R-104-17 - Lake Side Acres Sanitary Sewer Improvements Estimated Labor Costs:		\$		17,255				
Expenses:		Printing/Plotting/Travel = \$		500				
		Control and Field Surveys (KVE)= \$		15,000				
Total Expense =		\$		15,500				
Total Fee =		\$		32,755				
Overall Total Hours		263	129	708	942	570	2612	
Overall Fee Summary								
Labor:		Project Manager @ \$185/hour		48,655				
		Senior Technical Advisor @ \$215/hour		27,735				
		Project Engineer @ \$140/hour		99,120				
		Engineer @ \$105/hour		98,910				
		Technician @ \$130/hour		74,100				
Overall Labor Costs:		\$		348,520				
Expenses:		Printing/Plotting/Travel =		3,000				
		Geotech (KVE)=		4,175				
		Control and Field Surveys (KVE)=		84,415				
Total Expense =		\$		91,590				
Total Fee =		\$		440,110				



KAW VALLEY ENGINEERING, INC.

Office: 913.894.5150

Fax: 913.894.5977

Web: www.kveng.com

Address: 14700 West 114th Terrace
Lenexa, KS 66215

January 8, 2019

C18S0105-R2

Mr. Benjamin Will
HNTB Corporation
7400 West 129th Street, Suite 100
Overland Park, Kansas 66213

**RE: PROPOSAL FOR SURVEYING SERVICES
STORMWATER IMPROVEMENTS – SHERIDAN, STEVENSON, OAK,
HAMILTON AND CURTIS STREETS
OLATHE, KANSAS**

Dear Mr. Will:

In response to your request, Kaw Valley Engineering, Inc. (KVE) is pleased to submit the following proposal for survey services for the stormwater improvements on Sheridan, Stevenson, Oak, Hamilton and Curtis Streets in Olathe, Kansas. The scope of services will be performed in accordance with the fee basis and time schedule described herein.

If you have any questions concerning this proposal, please do not hesitate to contact me at (913) 894-5150.

Respectfully submitted,
Kaw Valley Engineering, Inc.

Gary A. Leeds, P.E.
Principal

Attachments: Scope of Services/Fees and Attachments

\\VMLX-FILE\Projects\C18_0105_Proposal\2019-01-08 SUR Rev2 Proposal Stormwater Improvements.docx

**SCOPE OF SERVICES/FEES
STORMWATER IMPROVEMENTS
SHERIDAN, STEVENSON, OAK, HAMILTON AND CURTIS STREETS
OLATHE, KANSAS**

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**SCOPE OF SERVICES/FEES
STORMWATER IMPROVEMENTS
SHERIDAN, STEVENSON, OAK, HAMILTON AND CURTIS STREETS
OLATHE, KANSAS**

SCOPE OF SERVICES

1. Project Inventory and Safety Analysis

- a. Administrative project set-up
- b. Review project requirements with Project Engineer
- c. Site visit by Professional Surveyor and designated key personnel
- d. Planning session with Professional Surveyor and Survey Field Manager
- e. Project kick-off meeting, including review of project requirements, documented and included in QC/QA submittal – All team members
- f. Project Safety meeting – Field crew and Survey Field Manager

2. Control Establishment

- a. Place and reference primary Control Points (CP)
- b. Place and describe Project Benchmarks (BM)
- c. Establish Vertical (Sea-Level Datum) NAVD'88 values of CP's and BM's with "Engineering Level" based on Johnson County Control Network
- d. Research United States Public Land Survey System (USPLSS) Corners (Section Corners)
- e. Verify Section Corners; Reference per State Statute
- f. Establish Ground Coordinates (Modified State Plane) based on Johnson County Control Network on Section Corners, Control Points & Benchmarks
- g. Input Control Point, Benchmark & Section Corner descriptions and values into Engineer supplied spreadsheet tables
- h. Quality Control review of field data and table input by the Supervising Professional Surveyor
- i. Filing of Section Corner Ties with the appropriate County and State entities
- j. Once deemed ready for submittal to the Project Engineer, the Quality Assurance Officer will review the Quality Control Procedures implemented to allow issuance per K.A.R. 66-6-1(c)(1)

3. Topographic Survey

a. Sheridan Street (Approximately 1,320 LF)

- i. Detailed topographic survey to street right-of-way on both north and south sides
- ii. Unless physical access is restricted, the topographic survey shall include the character and location of all streets, curbs, utility structures, utility poles, street lights, improved surfaces, walls, buildings, fences, and other improvements within the topographic limits, observed in the process of conducting the fieldwork, including trees 6" diameter and larger, bushes, shrubs, and other natural vegetation within landscaped areas and other substantial features observed in the process of conducting the fieldwork (e.g., parking areas, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse)

- iii. Underground utilities shall be surface located as marked by the Kansas One-Call System and City of Olathe marking services
 - 1. Gathering of utility owner names is limited in nature to the information available such as surface markings on closure boxes or marking flags and will be collected where available
 - 2. Underground line depths, line sizes, line types, line pressure or other non-observable information will not be collected
 - 3. When provided to the Surveyor, as-built information shall be used to verify field data
- iv. Survey shall extend from the centerline of Harrison Street to twenty-five feet (25') east of the centerline of Curtis Street
- v. Additional data shall be collected within the right-of-way of Harrison Street, extending fifty feet (50') north and south of the Sheridan Street centerline
- vi. Additional data shall be collected in the southeast quadrant of the Sheridan and Stevenson (south) Street intersection, extending the area of detail to fifty feet (50') south of the Sheridan street centerline, from the centerline of Stevenson Street (south) ninety feet (90') to the east
- vii. Existing buildings shall be field located using "reflectorless" technology with no detail being gathered beyond the street right-of-way
- viii. The survey shall include six (6) storm sewer structures and one (1) sanitary structure (structure location, size, invert elevations, pipe size & construction material)
- ix. Photographs of the topographic area shall be taken and referenced on a "Photo Log" by photo name, location and direction taken
- x. Topographic information shall be drafted in a format compatible with HNTB drafting standards
- xi. During the drawing process, the field surveyor and Survey Field Manager, shall periodically perform "Office Checks" to insure the completeness and overall quality of the field data
- xii. The drawing shall be underlaid with the latest available GOOGLE aerial image as verification of surface feature location and completeness
- xiii. Upon initial drawing completion, a walk-through field-check of the drawing shall be performed to verify and quality control the drawing
- xiv. The drafting technician shall integrate all "red-lines" and review the drawing utilizing a "Drafting Checklist" to insure completeness
- xv. Upon integration of office and field "red-lines" the drawing shall be Quality Control checked by the supervising Professional Surveyor.
- xvi. Once deemed ready for submittal to the Project Engineer, the Quality Assurance Officer will review the Quality Control Procedures implemented to allow issuance per K.A.R. 66-6-1(c)(1)

b. Stevenson Street (North of Sheridan) (Approximately 400 LF)

- i. Detailed topographic survey to street right-of-way on both east and west sides
- ii. Unless physical access is restricted, the topographic survey shall include the character and location of all streets, curbs, utility structures, utility

poles, street lights, improved surfaces, walls, buildings, fences, and other improvements within the topographic limits, observed in the process of conducting the fieldwork, including trees 6" diameter and larger, bushes, shrubs, and other natural vegetation within landscaped areas and other substantial features observed in the process of conducting the fieldwork (e.g., parking areas, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse)

- iii. Underground utilities shall be surface located as marked by the Kansas One-Call System and City of Olathe marking services
 - 1. Gathering of utility owner names is limited in nature to the information available such as surface markings on closure boxes or marking flags and will be collected where available
 - 2. Underground line depths, line sizes, line types, line pressure or other non-observable information will not be collected
 - 3. When provided to the Surveyor, as-built information shall be used to verify field data
- iv. Survey shall extend from the centerline of Sheridan Street to a point opposite the property line between the houses located at 525 & 601 S Stevenson Street
- v. Existing buildings shall be field located using "reflectorless" technology with no detail being gathered beyond the street right-of-way
- vi. The survey shall include two (2) storm sewer structures and five (5) sanitary structures (structure location, size, invert elevations, pipe size & construction material)
- vii. Photographs of the topographic area shall be taken and referenced on a "Photo Log" by photo name, location and direction taken
- viii. Topographic information shall be drafted in a format compatible with HNTB drafting standards
- ix. During the drawing process, the field surveyor and Survey Field Manager, shall periodically perform "Office Checks" to insure the completeness and overall quality of the field data
- x. The drawing shall be underlaid with the latest available GOOGLE aerial image as verification of surface feature location and completeness
- xi. Upon initial drawing completion, a walk-through field-check of the drawing shall be performed to verify and quality control the drawing
- xii. The drafting technician shall integrate all "red-lines" and review the drawing utilizing a "Drafting Checklist" to insure completeness
- xiii. Upon integration of office and field "red-lines" the drawing shall be Quality Control checked by the supervising Professional Surveyor.
- xiv. Once deemed ready for submittal to the Project Engineer, the Quality Assurance Officer will review the Quality Control Procedures implemented to allow issuance per K.A.R. 66-6-1(c)(1)

c. Channel Survey (North of Sheridan) (Approximately 750 LF)

- i. Detailed topographic survey of existing drainage channel, the south +/-350 LF from the east edge of the existing drive/parking west of the channel to the existing fence lines east of the channel

- ii. Unless physical access is restricted, the topographic survey shall include the character and location of all streets, curbs, utility structures, utility poles, street lights, improved surfaces, walls, buildings, fences, and other improvements within the topographic limits, observed in the process of conducting the fieldwork, including trees 6" diameter and larger, bushes, shrubs, and other natural vegetation within landscaped areas and other substantial features observed in the process of conducting the fieldwork (e.g., parking areas, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse)
- iii. Detailed topographic survey of existing drainage channel, the north +/- 400LF from a line approximately 35 feet west of the channel to the existing fence lines east of the channel
- iv. Underground utilities shall be surface located as marked by the Kansas One-Call System and City of Olathe marking services
 - 1. Gathering of utility owner names is limited in nature to the information available such as surface markings on closure boxes or marking flags and will be collected where available
 - 2. Underground line depths, line sizes, line types, line pressure or other non-observable information will not be collected
 - 3. When provided to the Surveyor, as-built information shall be used to verify field data
- v. Survey shall extend from the centerline of Sheridan Street to a point opposite the north property line of the house located at 513 S Stevenson Street
- vi. Existing buildings shall be field located using "reflectorless" technology with no detail being gathered beyond the topography limits
- vii. The survey shall include one (1) storm sewer structure and four (4) sanitary structures (structure location, size, invert elevations, pipe size & construction material)
- viii. Photographs of the topographic area shall be taken and referenced on a "Photo Log" by photo name, location and direction taken
- ix. Topographic information shall be drafted in a format compatible with HNTB drafting standards
- x. During the drawing process, the field surveyor and Survey Field Manager, shall periodically perform "Office Checks" to insure the completeness and overall quality of the field data
- xi. The drawing shall be underlaid with the latest available GOOGLE aerial image as verification of surface feature location and completeness
- xii. Upon initial drawing completion, a walk-through field-check of the drawing shall be performed to verify and quality control the drawing
- xiii. The drafting technician shall integrate all "red-lines" and review the drawing utilizing a "Drafting Checklist" to insure completeness
- xiv. Upon integration of office and field "red-lines" the drawing shall be Quality Control checked by the supervising Professional Surveyor.

- xv. Once deemed ready for submittal to the Project Engineer, the Quality Assurance Officer will review the Quality Control Procedures implemented to allow issuance per K.A.R. 66-6-1(c)(1)

d. Curtis Street (Approximately 370 LF)

- i. Detailed topographic survey to street right-of-way on both east and west sides
- ii. Unless physical access is restricted, the topographic survey shall include the character and location of all streets, curbs, utility structures, utility poles, street lights, improved surfaces, walls, buildings, fences, and other improvements within the topographic limits, observed in the process of conducting the fieldwork, including trees 6" diameter and larger, bushes, shrubs, and other natural vegetation within landscaped areas and other substantial features observed in the process of conducting the fieldwork (e.g., parking areas, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse)
- iii. Underground utilities shall be surface located as marked by the Kansas One-Call System and City of Olathe marking services
 - 1. Gathering of utility owner names is limited in nature to the information available such as surface markings on closure boxes or marking flags and will be collected where available
 - 2. Underground line depths, line sizes, line types, line pressure or other non-observable information will not be collected
 - 3. When provided to the Surveyor, as-built information shall be used to verify field data
- iv. Survey shall extend from the centerline of Sheridan Street to a point opposite the north property line of the houses located at 603 S Curtis Street
- v. Existing buildings shall be field located using "reflectorless" technology with no detail being gathered beyond the street right-of-way
- vi. The survey shall include two (2) storm sewer structures (structure location, size, invert elevations, pipe size & construction material)
- vii. Photographs of the topographic area shall be taken and referenced on a "Photo Log" by photo name, location and direction taken
- viii. Topographic information shall be drafted in a format compatible with HNTB drafting standards
- ix. During the drawing process, the field surveyor and Survey Field Manager, shall periodically perform "Office Checks" to insure the completeness and overall quality of the field data
- x. The drawing shall be underlaid with the latest available GOOGLE aerial image as verification of surface feature location and completeness
- xi. Upon initial drawing completion, a walk-through field-check of the drawing shall be performed to verify and quality control the drawing
- xii. The drafting technician shall integrate all "red-lines" and review the drawing utilizing a "Drafting Checklist" to insure completeness
- xiii. Upon integration of office and field "red-lines" the drawing shall be Quality Control checked by the supervising Professional Surveyor.

- xiv. Once deemed ready for submittal to the Project Engineer, the Quality Assurance Officer will review the Quality Control Procedures implemented to allow issuance per K.A.R. 66-6-1(c)(1)

e. Stevenson Street (South of Sheridan) (Approximately 600 LF)

- i. Detailed topographic survey to street right-of-way on the west side and to a point twenty-five (25') beyond the curb line on the east
- ii. Unless physical access is restricted, the topographic survey shall include the character and location of all streets, curbs, utility structures, utility poles, street lights, improved surfaces, walls, buildings, fences, and other improvements within the topographic limits, observed in the process of conducting the fieldwork, including trees 6" diameter and larger, bushes, shrubs, and other natural vegetation within landscaped areas and other substantial features observed in the process of conducting the fieldwork (e.g., parking areas, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse)
- iii. Additional information shall be gathered on the existing driveways and sidewalks (if any) on the east side of Stevenson Street to the house fronts
 - 1. Concrete surfaces shall be delineated at the edges to provide profile information and shall include construction joint locations
 - 2. Asphalt surfaces shall be delineated at the edges to provide profile information
 - 3. Gravel or aggregate surfaces will be defined and a centerline profile taken
- iv. Underground utilities shall be surface located as marked by the Kansas One-Call System and City of Olathe marking services
 - 1. Gathering of utility owner names is limited in nature to the information available such as surface markings on closure boxes or marking flags and will be collected where available
 - 2. Underground line depths, line sizes, line types, line pressure or other non-observable information will not be collected
 - 3. When provided to the Surveyor, as-built information shall be used to verify field data
- v. Survey shall extend from the centerline of Sheridan Street to a point opposite the centerline of Oak Street
- vi. Existing buildings shall be field located using "reflectorless" technology with no detail being gathered beyond the street right-of-way (west) and topography limit (east)
- vii. The survey shall include three (3) storm sewer structures and four (4) sanitary structures (structure location, size, invert elevations, pipe size & construction material)
- viii. Photographs of the topographic area shall be taken and referenced on a "Photo Log" by photo name, location and direction taken
- ix. Topographic information shall be drafted in a format compatible with HNTB drafting standards

- x. During the drawing process, the field surveyor and Survey Field Manager, shall periodically perform “Office Checks” to insure the completeness and overall quality of the field data
- xi. The drawing shall be underlaid with the latest available GOOGLE aerial image as verification of surface feature location and completeness
- xii. Upon initial drawing completion, a walk-through field-check of the drawing shall be performed to verify and quality control the drawing
- xiii. The drafting technician shall integrate all “red-lines” and review the drawing utilizing a “Drafting Checklist” to insure completeness
- xiv. Upon integration of office and field “red-lines” the drawing shall be Quality Control checked by the supervising Professional Surveyor.
- xv. Once deemed ready for submittal to the Project Engineer, the Quality Assurance Officer will review the Quality Control Procedures implemented to allow issuance per K.A.R. 66-6-1(c)(1)

f. Oak Street (Approximately 570 LF)

- i. Detailed topographic survey to street right-of-way on the south side and to a point twenty-five (25') beyond the curb line on the north
- ii. Unless physical access is restricted, the topographic survey shall include the character and location of all streets, curbs, utility structures, utility poles, street lights, improved surfaces, walls, buildings, fences, and other improvements within the topographic limits, observed in the process of conducting the fieldwork, including trees 6" diameter and larger, bushes, shrubs, and other natural vegetation within landscaped areas and other substantial features observed in the process of conducting the fieldwork (e.g., parking areas, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse)
- iii. Additional information shall be gathered on the existing driveways and sidewalks (if any) on the north side of Oak Street to the house fronts
 - 1. Concrete surfaces shall be delineated at the edges to provide profile information and shall include construction joint locations
 - 2. Asphalt surfaces shall be delineated at the edges to provide profile information
 - 3. Gravel or aggregate surfaces will be defined and a centerline profile taken
- iv. Underground utilities shall be surface located as marked by the Kansas One-Call System and City of Olathe marking services
 - 1. Gathering of utility owner names is limited in nature to the information available such as surface markings on closure boxes or marking flags and will be collected where available
 - 2. Underground line depths, line sizes, line types, line pressure or other non-observable information will not be collected
 - 3. When provided to the Surveyor, as-built information shall be used to verify field data
- v. Survey shall extend from the centerline of Stevenson Street (south) to a point opposite the centerline of Hamilton Street (south)

- vi. Existing buildings shall be field located using “reflectorless” technology with no detail being gathered beyond the street right-of-way (south) and topography limit (north)
- vii. The survey shall include two (2) sanitary structures (structure location, size, invert elevations, pipe size & construction material)
- viii. Photographs of the topographic area shall be taken and referenced on a “Photo Log” by photo name, location and direction taken
- ix. Topographic information shall be drafted in a format compatible with HNTB drafting standards
- x. During the drawing process, the field surveyor and Survey Field Manager, shall periodically perform “Office Checks” to insure the completeness and overall quality of the field data
- xi. The drawing shall be underlaid with the latest available GOOGLE aerial image as verification of surface feature location and completeness
- xii. Upon initial drawing completion, a walk-through field-check of the drawing shall be performed to verify and quality control the drawing
- xiii. The drafting technician shall integrate all “red-lines” and review the drawing utilizing a “Drafting Checklist” to insure completeness
- xiv. Upon integration of office and field “red-lines” the drawing shall be Quality Control checked by the supervising Professional Surveyor.
- xv. Once deemed ready for submittal to the Project Engineer, the Quality Assurance Officer will review the Quality Control Procedures implemented to allow issuance per K.A.R. 66-6-1(c)(1)

g. Hamilton Street (South of Sheridan Street) (Approximately 660 LF)

- i. Detailed topographic survey to street right-of-way on the east side and to a point twenty-five (25') beyond the curb line on the west
- ii. Unless physical access is restricted, the topographic survey shall include the character and location of all streets, curbs, utility structures, utility poles, street lights, improved surfaces, walls, buildings, fences, and other improvements within the topographic limits, observed in the process of conducting the fieldwork, including trees 6” diameter and larger, bushes, shrubs, and other natural vegetation within landscaped areas and other substantial features observed in the process of conducting the fieldwork (e.g., parking areas, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse)
- iii. Additional information shall be gathered on the existing driveways and sidewalks (if any) on the west side of Hamilton Street to the house fronts
 - 1. Concrete surfaces shall be delineated at the edges to provide profile information and shall include construction joint locations
 - 2. Asphalt surfaces shall be delineated at the edges to provide profile information
 - 3. Gravel or aggregate surfaces will be defined and a centerline profile taken
- iv. Underground utilities shall be surface located as marked by the Kansas One-Call System and City of Olathe marking services

1. Gathering of utility owner names is limited in nature to the information available such as surface markings on closure boxes or marking flags and will be collected where available
2. Underground line depths, line sizes, line types, line pressure or other non-observable information will not be collected
3. When provided to the Surveyor, as-built information shall be used to verify field data
- v. Survey shall extend from the centerline of Sheridan Street to a point opposite the centerline of Oak Street
- vi. Existing buildings shall be field located using “reflectorless” technology with no detail being gathered beyond the street right-of-way (east) and topography limit (west)
- vii. The survey shall include two (2) sanitary structures (structure location, size, invert elevations, pipe size & construction material)
- viii. Photographs of the topographic area shall be taken and referenced on a “Photo Log” by photo name, location and direction taken
- ix. Topographic information shall be drafted in a format compatible with HNTB drafting standards
- x. During the drawing process, the field surveyor and Survey Field Manager, shall periodically perform “Office Checks” to insure the completeness and overall quality of the field data
- xi. The drawing shall be underlaid with the latest available GOOGLE aerial image as verification of surface feature location and completeness
- xii. Upon initial drawing completion, a walk-through field-check of the drawing shall be performed to verify and quality control the drawing
- xiii. The drafting technician shall integrate all “red-lines” and review the drawing utilizing a “Drafting Checklist” to insure completeness
- xiv. Upon integration of office and field “red-lines” the drawing shall be Quality Control checked by the supervising Professional Surveyor.
- xv. Once deemed ready for submittal to the Project Engineer, the Quality Assurance Officer will review the Quality Control Procedures implemented to allow issuance per K.A.R. 66-6-1(c)(1)

h. Hamilton Street Cul-de-Sac (North of Sheridan Street) (Approximately 200 LF)

- i. Detailed topographic survey to a point twenty-five (25') beyond the curb line on the east, north, and west
- ii. Unless physical access is restricted, the topographic survey shall include the character and location of all streets, curbs, utility structures, utility poles, street lights, improved surfaces, walls, buildings, fences, and other improvements within the topographic limits, observed in the process of conducting the fieldwork, including trees 6" diameter and larger, bushes, shrubs, and other natural vegetation within landscaped areas and other substantial features observed in the process of conducting the fieldwork (e.g., parking areas, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse)

- iii. Additional information shall be gathered on the existing driveways and sidewalks (if any) to the house fronts
 - 1. Concrete surfaces shall be delineated at the edges to provide profile information and shall include construction joint locations
 - 2. Asphalt surfaces shall be delineated at the edges to provide profile information
 - 3. Gravel or aggregate surfaces will be defined and a centerline profile taken
- iv. Underground utilities shall be surface located as marked by the Kansas One-Call System and City of Olathe marking services
 - 1. Gathering of utility owner names is limited in nature to the information available such as surface markings on closure boxes or marking flags and will be collected where available
 - 2. Underground line depths, line sizes, line types, line pressure or other non-observable information will not be collected
 - 3. When provided to the Surveyor, as-built information shall be used to verify field data
- v. Survey shall extend from the centerline of Sheridan Street to a point approximately twenty-five feet (25') north of the northerly back of curb on the "end" of the cul-de-sac
- vi. Existing buildings shall be field located using "reflectorless" technology with no detail being gathered beyond the topography limit
- vii. The survey shall include two (2) sanitary structures (structure location, size, invert elevations, pipe size & construction material)
- viii. Photographs of the topographic area shall be taken and referenced on a "Photo Log" by photo name, location and direction taken
- ix. Topographic information shall be drafted in a format compatible with HNTB drafting standards
- x. During the drawing process, the field surveyor and Survey Field Manager, shall periodically perform "Office Checks" to insure the completeness and overall quality of the field data
- xi. The drawing shall be underlaid with the latest available GOOGLE aerial image as verification of surface feature location and completeness
- xii. Upon initial drawing completion, a walk-through field-check of the drawing shall be performed to verify and quality control the drawing
- xiii. The drafting technician shall integrate all "red-lines" and review the drawing utilizing a "Drafting Checklist" to insure completeness
- xiv. Upon integration of office and field "red-lines" the drawing shall be Quality Control checked by the supervising Professional Surveyor.

- xv. Once deemed ready for submittal to the Project Engineer, the Quality Assurance Officer will review the Quality Control Procedures implemented to allow issuance per K.A.R. 66-6-1(c)(1)

i. Proposed Detention Facility Area - Lot 2 and South one-half of Lot 1, Olathe Kansas Fraternal Order of Police Lodge 44 Plat (Approximately 1 acre)

- i. Topographic area bounded on the east by the Stevenson Street right of way, on the west by the Lot 1 western boundary, on the north by the Lot 2 north boundary and its westerly projection, on the southwest by the St. Louis & San Francisco Railroad Right of way, and on the southeast to a line twenty feet (20') southeasterly of the existing drainage way along the southeast line of Lot 2
- ii. Unless physical access is restricted, the topographic survey shall include the character and location of all streets, curbs, utility structures, utility poles, street lights, improved surfaces, walls, buildings, fences, and other improvements within the topographic limits, observed in the process of conducting the fieldwork, including trees 6" diameter and larger, bushes, shrubs, and other natural vegetation within landscaped areas and other substantial features observed in the process of conducting the fieldwork (e.g., parking areas, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse)
- iii. Underground utilities shall be surface located as marked by the Kansas One-Call System and City of Olathe marking services
 - 1. Gathering of utility owner names is limited in nature to the information available such as surface markings on closure boxes or marking flags and will be collected where available
 - 2. Underground line depths, line sizes, line types, line pressure or other non-observable information will not be collected
 - 3. When provided to the Surveyor, as-built information shall be used to verify field data
- iv. There are no buildings on the site and none shall be located
- v. The survey shall include one (1) sanitary structure (structure location, size, invert elevations, pipe size & construction material)
- vi. Photographs of the topographic area shall be taken and referenced on a "Photo Log" by photo name, location and direction taken
- vii. Topographic information shall be drafted in a format compatible with HNTB drafting standards
- viii. During the drawing process, the field surveyor and Survey Field Manager, shall periodically perform "Office Checks" to insure the completeness and overall quality of the field data
- ix. The drawing shall be underlaid with the latest available GOOGLE aerial image as verification of surface feature location and completeness
- x. Upon initial drawing completion, a walk-through field-check of the drawing shall be performed to verify and quality control the drawing
- xi. The drafting technician shall integrate all "red-lines" and review the drawing utilizing a "Drafting Checklist" to insure completeness

- xii. Upon integration of office and field “red-lines” the drawing shall be Quality Control checked by the supervising Professional Surveyor.
- xiii. Once deemed ready for submittal to the Project Engineer, the Quality Assurance Officer will review the Quality Control Procedures implemented to allow issuance per K.A.R. 66-6-1(c)(1)

j. Additional Information - Outside Limits

- i. Lowest Adjacent Grade and Lowest opening elevations shall be gathered on eleven (11) existing structures (houses) designated by the Project Engineer at the address
 - 1. 517 S. Stevenson Street
 - 2. 601 S. Stevenson Street
 - 3. 605 S. Stevenson Street
 - 4. 609 S. Stevenson Street
 - 5. 617 S. Stevenson Street
 - 6. 708 S. Stevenson Street
 - 7. 710 S. Stevenson Street
 - 8. 716 S. Stevenson Street
 - 9. 718 S. Stevenson Street
 - 10. 725 S. Stevenson Street
 - 11. 729 S. Stevenson Street
- ii. Additional Six (6) sewer structures as designated by the Project Engineer
 - 1. Storm sewer structure near the north of the parking lot of the building at 716 S. Harrison Street
 - 2. Sanitary Manhole at the southwest corner of the property at 515 Sheridan Street
 - 3. Sanitary Manhole at the southwest corner of the property at 611 Sheridan Street
 - 4. Inlet and Outfall near the northeast corner of the City of Olathe treatment facility at 600 S. Curtis Street
 - 5. Reinforced Concrete Box (RCB) on the south side of Stevenson Street at the northwest corner of 501 S. Stevenson Street
 - 6. Information for location of the north end of the RCB in #4 above, including the flow line elevations where the inlets on Grace Terrace enter the RCB, if dropping into the top of the RCB, and the north end of the RCB if otherwise exposed

4. Property Basemap Development

a. Property Line Determination

- i. Develop boundary information for thirty (30) tracts identified by the Project Engineer
 - 1. Place plats into existing USPLSS framework
 - 2. Perform field reconnaissance of property corners based on calculated plat locations
 - 3. Locate corners recovered in (ii) above, within the project control network
 - 4. Resolve property lines and right-of-ways from monuments and calculated locations

5. Draw final property basemap including easements as show on the plats of LAKE PARK, LAKE SIDE ACRES and OLATHE KANSAS FRATERNAL ORDER OF POLICE LODGE 44
6. Unplatted parcels shall be drawn from deed information with easements as provided from Ownership & Easement (O&E) Reports
7. Ownerships will be shown as listed In O&E Reports

b. Ownership and Encumbrance Report Documents

- i. The Surveyor shall obtain from a Certified Title Company up to thirty (30) Ownership and Easement Commitments
 1. Commitments will be reviewed by the Supervising Professional Surveyor for completeness
 2. Information (ownership document and easement filing data) within the title commitment shall be placed in the property basemap
- ii. Once initially drawn the property basemap shall be reviewed for completeness and accuracy by the Drafting Manager and all error/omissions addressed
- iii. The completed property basemap shall be reviewed by the Supervising Professional Surveyor
- iv. Once deemed ready for submittal to the Project Engineer, the Quality Assurance Officer will review the Quality Control Procedures implemented to allow issuance per K.A.R. 66-6-1(c)(1)
- v. No allowance is made to update the ownership reports (see section entitled “Exclusions” below)
- vi. All ownership reports shall be provided to the Project Engineer, in electronic format only, organized by predetermined tract number

5. Description Preparation

- a. Prepare up to thirty (30) legal descriptions for the acquisition of both permanent and/or temporary easements
 - i. The Surveyor shall utilize drawing geometry provided by the Project Engineer, in CAD format, to define the location and courses of the required easements
 - ii. Descriptions shall be written in a format acceptable to the City of Olathe
 - iii. Easements shall be prepared by qualified personnel overseen by a Kansas Professional Surveyor
 - iv. All easements shall have a COGO closure report generated and meet or exceed the Kansas Minimum Standards for the preparation of descriptions
 - v. Completed descriptions are independently drawn and overlaid against the provided geometry to verify accuracy
 - vi. The Supervising Professional Surveyor shall review easement displays developed by HNTB, for Station & Offset accuracy only
 - vii. All descriptions shall be reviewed by the Drafting Manager for closure and completeness utilizing a “Description Checklist”
 - viii. The Supervising Professional Surveyor shall review and seal the descriptions

- ix. Once deemed ready for submittal to the Project Engineer, the Quality Assurance Officer will review the Quality Control Procedures implemented to allow issuance per K.A.R. 66-6-1(c)(1)

6. Locations of Geotechnical Borings

- a. After the completion of the geotechnical field investigations (borings) the boring locations shall be located within the framework of the project control
- b. The location data (X,Y,Z) shall be imported into the topographic basemap for verification of location and elevation
- c. Data points shall be provided to the Geotechnical Engineer and Project Engineer in a text format to facilitate the completion of the Geotechnical Report and inclusion in Construction Documents

7. Post Design Services

- a. Staking of Right-of-Way (R/W) and proposed easements three (3) separate times for three (3) tracts, each time
 - i. for owner inspection
 - ii. for proposed condemnation
 - iii. for utility relocation

8. Contingency Services

- a. On-Call services as directed by the Project Engineer
 - i. 8 Hours Field
 - ii. 8 Hours Drafting
 - iii. 4 Hours Professional Surveyor
 - iv. Associated Management, QC\QA

9. Submittal

- a. Prepare project survey books including documentation for
 - i. Control
 - 1. Control point data and descriptions
 - 2. Benchmark data and descriptions
 - ii. USPLSS filings
 - iii. Property / Right-of-Way development notes
 - iv. Topographic field survey (signed by the Supervising Professional Surveyor per K.A.R. 66-6-1(c)(1))
 - v. Utility coordination information
 - vi. Property basemap drawing included in signed Topographic drawing
 - vii. Topographic Utility drawing included in signed Topographic drawing
 - viii. Sewer structure notes
 - ix. Photo logs
 - x. Quality Control/Quality Assurance documentation including certification per H.N.T.B. Quality Control Plan requirements

10. Exclusions

- a. Items removed at the Project Engineers request
 - i. Elimination of detail survey information
 - 1. Around houses
 - 2. Inside fences along channel route, item 3.c.i.
 - 3. Beyond street right-of-way unless stated, items (3.e.i.) (3.f.i.) (3.g.i.)

- ii. Reduction of Ownership Reports from forty (40) to thirty (30), item (4.b.i.)
- iii. Updates to Ownership Reports, item (4.c.)
- iv. Staking of project centerlines at stationing
- v. Staking of project right-of-way with the exception of three (3) designated tracts, item (7.)
- vi. Post construction “As-Built” information
- vii. Monumentation of properties
- viii. Elevation Certificates of affected properties
- b. This list is not all inclusive and services in this agreement are specifically limited to those listed in paragraphs 1 through 9 above. All other requested services shall require a written supplemental signed by the Project Engineer or other designee of H.N.T.B. prior to any effort.

11. Attachments

- a. Exhibit A – Compensation
- b. Exhibit B – Survey Limits

Exhibit A - Compensation**R-2**

<u>Services</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extension</u>
Project Inventory and Safety Analysis:			
Task 1 - Completion February 01, 2019*			
Principal	1	\$ 180.00	\$ 180.00
Registered Land Surveyor	5	\$ 120.00	\$ 600.00
Survey Supervisor	3	\$ 110.00	\$ 330.00
Survey Crew	2	\$ 160.00	\$ 320.00
CADD Supervisor	1	\$ 90.00	\$ 90.00
CADD Technician	1	\$ 75.00	\$ 75.00
Administrative Technician	1	\$ 50.00	\$ 50.00
			<u>\$ 1,645.00</u>
Control Establishment:			
Task 2 - Completion February 06, 2019*			
Principal	0.5	\$ 180.00	\$ 90.00
Registered Land Surveyor	2	\$ 120.00	\$ 240.00
Survey Supervisor	2	\$ 110.00	\$ 220.00
Survey Crew	26	\$ 160.00	\$ 4,160.00
Survey Crew-1	0	\$ 125.00	\$ -
CADD Supervisor	2	\$ 90.00	\$ 180.00
CADD Technician	2	\$ 75.00	\$ 150.00
			<u>\$ 5,040.00</u>
Topographic Survey:			
Task 3 - Completion March 01, 2019*			
Principal	5	\$ 180.00	\$ 900.00
Registered Land Surveyor	10	\$ 120.00	\$ 1,200.00
Survey Supervisor	15	\$ 110.00	\$ 1,650.00
Survey Crew	174	\$ 160.00	\$ 27,840.00
CADD Supervisor	9.5	\$ 90.00	\$ 855.00
CADD Technician	105	\$ 75.00	\$ 7,875.00
			<u>\$ 40,320.00</u>
Property Basemap Development (Selected Ownership Reports (30)):			
Task 4 - Completion June 7, 2019*			
Principal	0.5	\$ 180.00	\$ 90.00
Registered Land Surveyor	18	\$ 120.00	\$ 2,160.00
Survey Supervisor	2	\$ 110.00	\$ 220.00
Survey Crew	16	\$ 160.00	\$ 2,560.00
CADD Supervisor	6	\$ 90.00	\$ 540.00
CADD Technician	42	\$ 75.00	\$ 3,150.00
			<u>\$ 8,720.00</u>
Writing of Descriptions:			
Task 5 - Completion July 20, 2018*			
Principal	10	\$ 180.00	\$ 1,800.00
Registered Land Surveyor	25	\$ 120.00	\$ 3,000.00
Survey Supervisor	0	\$ 110.00	\$ -
Survey Crew	0	\$ 160.00	\$ -
CADD Supervisor	15	\$ 90.00	\$ 1,350.00
CADD Technician	60	\$ 75.00	\$ 4,500.00
			<u>\$ 10,650.00</u>

Locations of Geotechnical Borings:**Task 6 - Completion within 1-week of Field Investigation (borings) Completion***

Principal	0.5	\$	180.00	\$	90.00
Registered Land Surveyor	0.5	\$	120.00	\$	60.00
Survey Supervisor	1	\$	110.00	\$	110.00
Survey Crew	4	\$	160.00	\$	640.00
CADD Supervisor	0	\$	90.00	\$	-
CADD Technician	1	\$	75.00	\$	75.00
				\$	975.00

Stake Right-of-Way, Takings & Centerline**Task 7 - Completion July 31, 2019 or as Required***

Principal	0	\$	180.00	\$	-
Registered Land Surveyor	0.5	\$	120.00	\$	60.00
Survey Supervisor	1.5	\$	110.00	\$	165.00
Survey Crew	12	\$	160.00	\$	1,920.00
CADD Supervisor	0	\$	90.00	\$	-
CADD Technician	0	\$	75.00	\$	-
				\$	2,145.00

Contingency Services:**Task 8 - As Needed / On-Call***

Principal	0.5	\$	180.00	\$	90.00
Registered Land Surveyor	4	\$	120.00	\$	480.00
Survey Supervisor	1	\$	110.00	\$	110.00
Survey Crew	8	\$	160.00	\$	1,280.00
CADD Supervisor	1	\$	90.00	\$	90.00
CADD Technician	8	\$	75.00	\$	600.00
				\$	2,650.00

Submittal**Task 9 - Completion July 31, 2019**

Principal	0.5	\$	180.00	\$	90.00
Registered Land Surveyor	8	\$	120.00	\$	960.00
Survey Supervisor	2	\$	110.00	\$	220.00
Survey Crew	1	\$	160.00	\$	160.00
CADD Supervisor	1	\$	90.00	\$	90.00
CADD Technician	2	\$	75.00	\$	150.00
				\$	1,670.00

Subtotal - Labor**\$ 73,815.00****Reimbursables:**

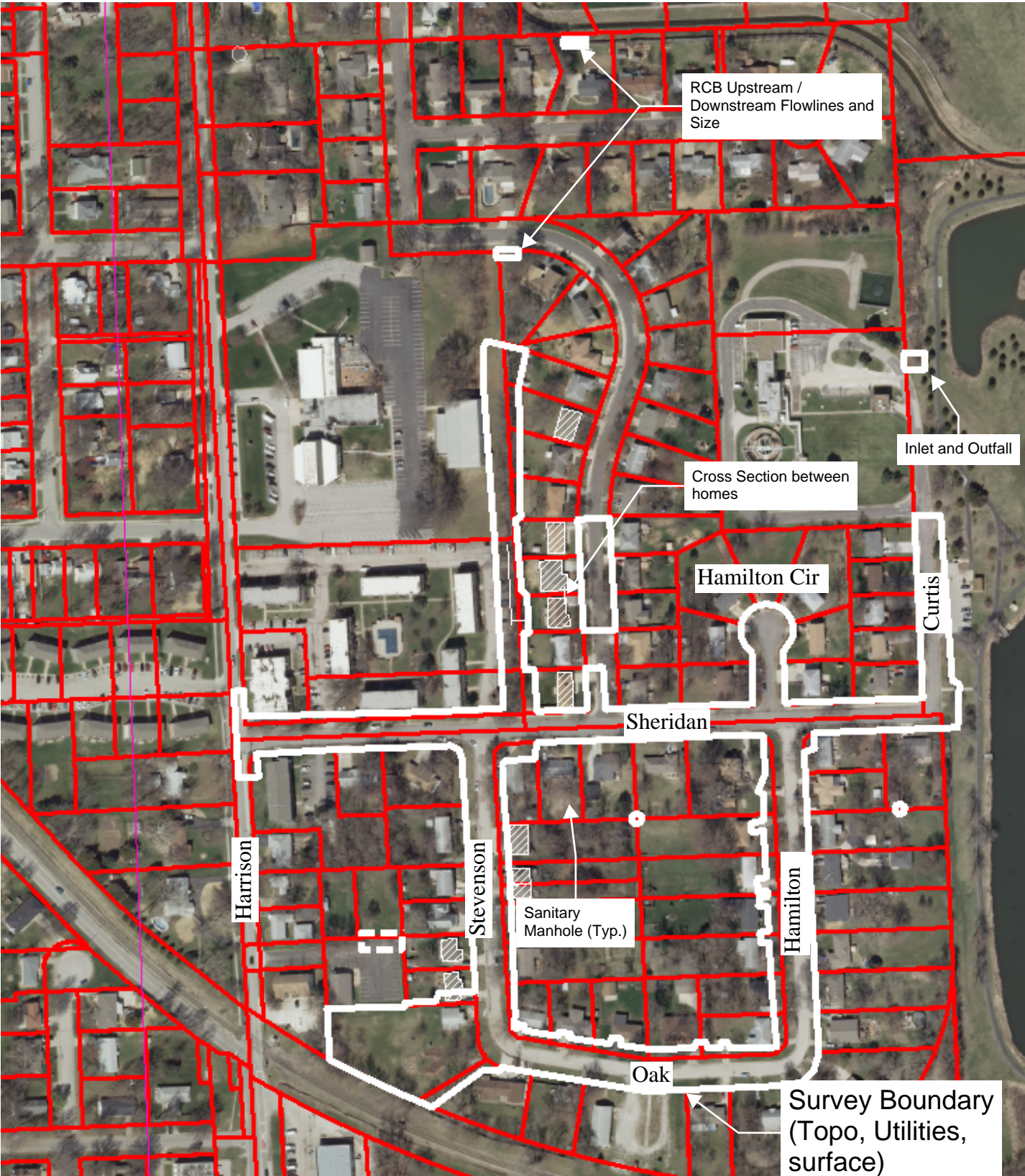
Task 1 - Research Copies and Plats		Lump Sum	\$	50.00
Task 2 - Monuments and Section Corner Filing		Lump Sum	\$	50.00
Task 4 - Ownership Reports	30	\$	350.00	\$ 10,500.00
Task 7 - Update Ownership Reports	0	\$	150.00	\$ -
Subtotal - Reimbursables				\$ 10,600.00

Total**\$ 84,415.00**

*Completion dates are based on schedule provided by HNTB as shown on Exhibit C

Stevenson Street and Lakeside Acres
Olathe P.N. 2-C-014-18, 3-R-002-220, 1-R-001-20
HNTB Project #72674

Survey
Request





KAW VALLEY ENGINEERING, INC.

Office: 913.894.5150

Fax: 913.894.5977

Web: www.kveng.com

Address: 14700 West 114th Terrace
Lenexa, KS 66215

December 18, 2018

C18G0105

Mr. Benjamin Will
HNTB Corporation
7400 West 129th Street, Suite 100
Overland Park, Kansas 66213

**RE: PROPOSAL FOR GEOTECHNICAL SERVICES
SOUTH STEVENSON STREET
STORMWATER IMPROVEMENTS
OLATHE, KANSAS**

Dear Mr. Will:

In response to your request, Kaw Valley Engineering, Inc. (KVE) is pleased to submit the following proposal for geotechnical services for the above referenced project.

The scope of services outlined below (the "Services") will be performed in accordance with the fee basis, time schedule and other pertinent information described herein. Please provide your authorization to proceed with the Services by returning a signed and dated copy of this letter.

PROJECT DESCRIPTION

The proposed project is to consist of improvements to the storm sewer structure within the vicinity of the South Stevenson Street Right-of-Way in Olathe, Kansas.

SCOPE OF SERVICES

The purpose of the Services will be to develop design and construction recommendations for geotechnical aspects of the project as defined in the project description. The geotechnical recommendations will be based on the soil, rock and groundwater conditions encountered in the borings at the time of exploration. You will be advised during the course of the exploration if conditions requiring additional exploration are present.

Geotechnical Field Exploration and Laboratory Testing

The field services will consist of drilling five (5) borings for the proposed storm structure improvements. The planned depth for these borings is ten (10) feet. Rock coring will be performed in two (2) of the borings if auger refusal is encountered.

Soil samples will be obtained from the borings at nominal intervals of 5 feet or detected changes in soil strata. Samples will be obtained by standard penetration test methods or 3-inch O.D. thin-walled Shelby tubes, as soil conditions warrant.

The groundwater level will be observed in each boring at the time of drilling and approximately 24 hours after completion, or upon leaving the project site, whichever is sooner, unless it is necessary to backfill a boring immediately after drilling.

Laboratory tests such as moisture content, dry density, Atterberg limits, and unconfined compressive strength will be performed to establish physical and engineering characteristics of the soil and rock.

Geotechnical Report

The Geotechnical Report will be developed to provide design recommendations for the bridge foundation, retaining wall design, slope stability analysis of the new channel design features, and construction requirements for the new retaining walls. The report will include:

- Documentation of the field and laboratory phase of the exploration.
- Summarization of the soil, rock and groundwater conditions and their effect on the proposed construction.
- Detailed boring logs and site plan indicating boring locations.
- Identification of possible areas where deleterious materials may be encountered, their effect on construction, and methods of remedial treatment.
- Suitability of on-site material for use as fill and its effect on storm structure performance.
- Recommendations for site grading including excavation, site preparation, fill placement, compaction, subgrade protection, and anticipated problems.
- Discussion of unusual site features which require additional consideration.

Other illustrations will be included as necessary to clarify engineering recommendations.

EXPLORATION, UTILITY VERIFICATION, AND SITE ACCESS

Site Access

By execution of this agreement, the Client grants or agrees to obtain access to the site for all equipment and personnel necessary for Kaw Valley Engineering, Inc. to perform the Services. It is anticipated that the borings will be accessible to a truck mounted drill rig. If additional work to allow rig access is required, further fees will apply and will be quoted to you separately.

Borings will be backfilled with drill cuttings or bentonite, as appropriate. Excess drill cuttings will be mounded over the borehole in grassed areas. When borings are made in paved areas, the excess cuttings will be removed from the boring location to a designated on-site location. Borings located in asphalt or concrete will be patched with a similar material. Borings filled with cuttings may slump and may require periodic filling by the client or owner.

Boring Location

Borings will be located in the field by measurements from on-site physical features. Elevations will be determined by differential leveling, utilizing a fixed monument on site as a benchmark if available.

Utilities

Utility companies will be notified to identify, to the extent possible, the location of underground utilities and other subterranean structures. Public utilities will not provide information beyond service connections. Information between service connections and a structure must be provided by the owner or his representative.

Traffic Control

Traffic control (signing, warning devices, channelizing devices and/or flagmen) for activities occurring on or adjacent to an active roadway will be subcontracted from a firm specializing in roadway traffic control. The fees for these services will be invoiced at cost plus 10% administrative markup. Alternatively, Client may contract directly with a competent traffic control firm for these services. KVE is not responsible for services that cannot be performed due to inadequate or unsafe access to the work. Additional mobilizations shall apply if site is not ready due to lack of adequate traffic control.

SCHEDULE AND FEE BASIS

We will proceed with this project within three weeks of receipt of written authorization if weather and site conditions permit and a drill rig is available. The geotechnical report will be issued within four weeks of the completion of the fieldwork.

We will perform the Geotechnical Services described herein for the following fees:

Services	Unit	Quantity	Unit Price	Extension
Field Activities:				
Drill Crew	Hour	10	\$180.00	\$1,800.00
Geologist	Hour	8	\$100.00	\$ 800.00
Traffic Control	Daily	0	\$600.00	\$ 0.00
Laboratory Work:				
Moisture Content	Each	10	\$10.00	\$ 100.00
In-Situ Density	Each	10	\$10.00	\$ 100.00
Unconfined Compression	Each	3	\$50.00	\$ 150.00
Direct Shear	Each	0	\$375.00	\$ 0.00
Atterberg Limits	Each	3	\$75.00	\$ 225.00
Geotechnical Report:				
Geotechnical Engineer	Hour	6	\$150.00	\$ 900.00
Administration	Hour	2	\$50.00	\$ 100.00
Total				\$4,175.00

Additional work performed outside of the Scope of Services will be charged in accordance with the attached rate schedules.

We appreciate the opportunity to be of service to you. If you have any questions or comments, please do not hesitate to contact us at (913) 894-5150.

Respectfully submitted,
Kaw Valley Engineering, Inc.



Michael R. Osbourn, P.E.
Principal

Attachments: 2018 Standard Hourly Rate Schedule
2018 Geotechnical Field Services Schedule of Fees
2018 Geotechnical Laboratory Testing Schedule of Fees

EXHIBIT C
Fee & Rate Schedule

EXHIBIT C
Fee & Rate Schedule

Stevenson Street and Lake Side Acres Improvements
HNTB Schedule of Rates

Rates are effective for services from
January 1, 2019 through December 31, 2019

<u>Position Classification</u>	<u>Hourly Billing Rate</u>
Group Director	\$ 300.00
Department Manager	\$ 240.00
Section Manager	\$ 185.00
Senior Project Manager	\$ 250.00
Project Manager II	\$ 205.00
Project Manager I	\$ 175.00
Senior Technical Advisor	\$ 215.00
Senior Project Engineer/Senior Squad Leader	\$ 170.00
Project Engineer/Squad Leader	\$ 140.00
Engineer III	\$ 125.00
Engineer II	\$ 110.00
Engineer I	\$ 105.00
Engineer	\$ 95.00
*Engineer Intern	\$ 65.00
Senior Technician	\$ 130.00
*Technician III	\$ 110.00
*Technician II	\$ 90.00
*Technician I	\$ 75.00
Senior Administrative Assistant	\$ 85.00
Administrative Assistant	\$ 70.00
Office Business Manager	\$ 160.00
Project Analyst	\$ 125.00
Senior Field Representative	\$ 135.00
Field Representative	\$ 120.00
*Inspector II	\$ 90.00
*Inspector I	\$ 75.00
Public Involvement Manager	\$ 160.00

* For any nonexempt personnel in positions marked with an asterick(*), overtime will be billed at 1.5 times the hourly labor billing rates shown.



2018 Standard Hourly Rate Schedule

This rate schedule is updated once each year in January, and the current rates in effect at the time of service shall apply.

Design Services

Principal	180.00
Project Manager.....	150.00
Structural Engineer	150.00
Senior Design Engineer	130.00
Design Engineer	110.00
Intern Engineer	95.00
Senior Design Technician	90.00
Drafting Technician	75.00
Administrative Assistant	50.00

Surveying Services

Project Manager / Survey Manager	120.00
Professional Land Surveyor / Department Supervisor	110.00
1-Person Survey Crew with Standard Equipment	90.00
1-Person Survey Crew with GPS / Robotic Total Station Equipment.....	125.00
1-Person Survey Crew with 3-D Scanner Equipment.....	135.00
2-Person Survey Crew with Standard Equipment	125.00
2-Person Survey Crew with GPS / Robotic Total Station Equipment.....	160.00
2-Person Survey Crew with 3-D Scanner Equipment.....	170.00
ATV Equipment.....	25.00

Geotechnical, Construction Inspection & Materials Testing Services

Supervisor of Field Services	100.00
Geotechnical Engineer.....	150.00
Materials Engineer	150.00
Registered Geologist	100.00
Truck-Mounted Drill Rig with Crew	180.00
ATV-Mounted Drill Rig with Crew	200.00
Senior Engineering Technician (Construction Inspection).....	80.00
Engineering Technician (Construction Inspection)	70.00
Senior Lab Technician	75.00
Lab Technician.....	65.00
Non-Destructive Testing Technician	100.00

In addition to the above, reimbursement shall be made for expenses incurred in connection with the project such as filing fees, print, research materials, equipment rental, mileage, per diem, postage and handling, and any other related expenses will be billed at their direct cost. Subcontracted labor, technical photography, and other direct job costs will be billed at their direct cost.

PRINTING & COPYING

Miscellaneous Expenses	At direct cost
Walk-In Customers	\$10.00 flat fee
Mylar	7.00/sheet
Bond	2.50/sheet
8½" x 11" (Black & White)	0.50/sheet
11" x 17" (Black & White)	0.80/sheet
8½" x 11"	1.50/sheet
11" x 17"	2.50/sheet
Large Media.....	10.50/Sq.Ft.

EQUIPMENT

Vehicle Mileage (Truck or Auto)	0.55/mile
Vehicle Mileage (Drill Rig)	4.00/mile



GEOTECHNICAL FIELD SERVICES
Schedule of Fees – 2018 (KC Metro Area)

WORK ITEM		UNIT	UNIT PRICE
FIELD EXPLORATION			
	Mobilization	Mile	\$4.00
	4" Continuous Flight Auger	Foot	\$12.00
	6" Hollow Stem Auger	Foot	\$14.00
	Rotary Wash Drilling	Foot	\$15.00
	4" Casing	Foot	\$5.00
	NQ Coring	Foot	\$45.00
	Standard Penetration Test	Each	\$20.00
	Thin Walled Tube	Each	\$20.00
	Bentonite Backfill	Foot	\$4.00
	Dynamic Cone Penetration Testing	Each	\$35.00
	Pressuremeter (per point)	Each	\$500.00
	Soil Resistivity (Field)	Each	\$425.00
	Truck Mounted Drill Rig with Crew	Hour	\$180.00
	ATV Drill Rig with Crew	Hour	\$200.00
Note: Hourly and Mileage rates are charged portal to portal; laboratory testing rates are based on samples delivered to lab, fees for obtaining samples will be billed at basic hourly and mileage rates. Time in excess of 8 hours a day, Saturday, Sunday, and holidays will be billed at the above standard rates.			



GEOTECHNICAL LABORATORY TESTING
Schedule of Fees – 2018 (KC Metro Area)

WORK ITEM		UNIT	UNIT PRICE
SOIL TESTING			
	Natural Moisture Content (sample returned to lab) (ASTM D2216)	Each	\$10.00
	Sample Unit Weight	Each	\$10.00
	Atterberg Limits	Each	\$75.00
	Grain Size (Sieve and Hydrometer) Analysis	Each	\$150.00
	Specific Gravity, -#4 (ASTM D 854)	Each	\$75.00
	Organic Content by Ignition Furnace (ASTM D2974)	Each	\$110.00
	California Bearing Ratio (not including Proctor curve)	Each	\$150.00
	Moisture Density Relationship (ASTM D 698)	Each	\$175.00
	Moisture Density Relationship (ASTM D 1557)	Each	\$200.00
	Unconfined Compression - Soil	Each	\$50.00
	Unconfined Compression - Rock	Each	\$50.00
	Consolidation Test (0.25 tsf to 16 tsf) with rebound curve	Each	\$500.00
	Oedometer shrink/swell test with expansion pressure	Each	\$200.00
	Triaxial Compression, UU, (ASTM D 2850), (per point)	Each	\$100.00
	Triaxial Compression, UU, Backpressure Saturated, (per point)	Each	\$170.00
	Triaxial Compression, CU, with pore pressure measurement, (per point)	Each	\$200.00
	Triaxial Compression, CD, (per point)	Each	\$450.00
	Soil Resistivity (Lab)	Each	\$200.00
	Direct Shear (Set of 3 samples) (ASTM D 3080)	Each	\$375.00
	Relative Density (ASTM D 4253/4254)	Each	\$175.00
	Flexible wall permeability test	Each	\$250.00
	Corrosivity Test	Each	\$275.00
	Shrinkage Limit	Each	\$300.00
Note: Hourly and Mileage rates are charged portal to portal; laboratory testing rates are based on samples delivered to lab, fees for obtaining samples will be billed at basic hourly and mileage rates. Time in excess of 8 hours a day, Saturday, Sunday, and holidays will be billed at the above standard rates.			

EXHIBIT D
Land Acquisition Checklist for Consultant Projects

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

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

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

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

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

____ Submit Documents to Public Works staff.

EXHIBIT E
CITY OF OLATHE INSURANCE REQUIREMENTS

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

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

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

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

D. Verification of Coverage.

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

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

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

EXHIBIT F
Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/07/2019

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

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

PRODUCER IMA, Inc. 51 Corporate Woods 9393 W. 110th Street, Suite 600 Overland Park, KS 66210	1-913-982-3650	CONTACT NAME: Business Insurance Manager PHONE (A/C, No. Ext): 816-527-2511 E-MAIL ADDRESS: businessinsurancemgr@hntb.com	FAX (A/C, No): 816-472-4060
INSURED HNTB Corporation 7400 West 129th Street, Suite 100 Overland Park, KS 66213		INSURER(S) AFFORDING COVERAGE INSURER A: LIBERTY INS CORP INSURER B: Liberty Mutual Fire Insurance Co. INSURER C: Liberty Mutual Insurance Corp INSURER D: INSURER E: INSURER F:	NAIC # 42404 23035 23035

COVERAGES

CERTIFICATE NUMBER: 55077450

REVISION NUMBER:

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

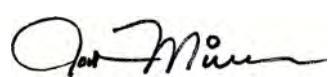
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			TB7-641-433035-219	01/01/19	01/01/20	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-641-433035-209	01/01/19	01/01/20	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WA7-64D-433035-669	01/01/19	01/01/20	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

HNTB Job 72674, City of Olathe Storm Water Improvements

If required by written contract, City of Olathe is Additional Insured as respects General Liability and Auto Liability subject to the terms, conditions and exclusions of the policies, which shall be considered primary and non-contributory. Insurers will provide 30 days' notice of cancellation, for reasons other than non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

HNTB Job 72674 City of Olathe, Kansas PO Box 768 Olathe, KS 66051 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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klatier
55077450



CERTIFICATE OF LIABILITY INSURANCE

5/1/2019

DATE (MM/DD/YYYY)

1/7/2019

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C No. Ext):	FAX (A/C No.):
INSURED 1445015 HNTB CORPORATION 7400 WEST 129TH STREET, SUITE 100 OVERLAND PARK KS 66213	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Lloyds of London	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 15814930 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N	N	LDUSA1804553	5/1/2018	5/1/2019	\$1,000,000 PER CLAIM/ANNUAL AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: STORM WATER IMPROVEMENTS.

CERTIFICATE HOLDER

15814930
CITY OF OLATHE, KS
PO BOX 768
OLATHE KS 66051

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

EXHIBIT G
Certificate of Good Standing to Conduct Business in Kansas

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

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

Business Entity ID Number: 2036200

Entity Name: HNTB CORPORATION

Entity Type: FOREIGN FOR PROFIT

State of Organization: DE

Resident Agent: COGENCY GLOBAL INC.

Registered Office: 2101 SW 21ST STREET, TOPEKA, KS 66604

was filed in this office on December 23, 1992, and is in good standing, having fully complied with all requirements of this office.

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



In testimony whereof I execute this certificate and affix the seal of the Secretary of State of the state of Kansas on this day of January 03, 2019

KRIS W. KOBACH
SECRETARY OF STATE

Certificate ID: 1089516 - To verify the validity of this certificate please visit <https://www.kansas.gov/bess/flow/validate> and enter the certificate ID number.