

PROFESSIONAL SERVICES AGREEMENT

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

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

Upper Cedar Creek, 169 Hwy to Mahaffie, Stormwater Improvements Project
Project No. 2-C-013-19

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

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

SECTION I - DEFINITIONS

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

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

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

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

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

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

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

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

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

"Project" is as above described.

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

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

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

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

SECTION II - COMPENSATION

A. FEES & EXPENSES

1. Total Fee: City agrees to pay Consultant an amount not to exceed Two Hundred Forty-Four Thousand Five Hundred Forty (\$244,540), 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 Eight Thousand Seven Hundred Forty (\$8,740) 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.
6. Permits and Right-of-Way: These services will include preparation of plans, exhibits and applications required for securing approvals, licenses, or permits from governmental or corporate agencies or authorities. Consultant will provide City with executed documents for any right-of-way or easements necessary for the construction of the improvement, unless eminent domain proceedings are required to secure any necessary right-of-way or easements. Consultant will comply with the conditions set out in the Land Acquisition Checklist for Consultant Projects as in **Exhibit D**. If City will be responsible for acquiring the necessary Right-of-Way or easements, a survey of the areas needed, title report (with last deed), and other necessary information will be provided with two copies of the preliminary construction plans to City. It is recognized that such information cannot be provided for some tracts until the completion of the final construction plans.

B. FINAL DESIGN PHASE

1. Services: The Professional Services to be provided during this phase are set out in **Exhibit B** attached hereto and incorporated by reference.
2. Final Design Documents: Consultant will furnish City copies of the final design plans per

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

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

C. BIDDING PHASE

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

D. CONSTRUCTION PHASE

1. In-House Administration and Inspection: It is understood that City will provide full-time, in-house administration and inspection of the construction Project and the work of the

construction contractor at City's expense, unless otherwise agreed upon in writing by the Parties. Consultant will assist City by providing general administration and inspection of the work of the construction contractor as requested by City by conducting periodic inspections of the construction contractor's work during construction and will assist City in a final inspection of the construction Project after completion of the work by the construction contractor. Consultant will also check shop drawings and assist City in making interpretation of plans and specifications and reviewing pay estimates for making payments to the construction contractor.

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

E. GENERAL DUTIES AND RESPONSIBILITIES

1. Personnel: Consultant will assign only qualified personnel to perform any service concerning the Project as identified in Consultant's response to the Request for Proposals. At the time of execution of this Agreement, the Parties anticipate that the following individual will perform as the principal on this Project: Kristen Leathers-Gratton, P.E. As principal on this Project, this person will be the primary contact with the City's Project Manager and will have authority to bind Consultant. So long as the individual named above remains actively employed or retained by Consultant, such individual will perform the function of principal on this Project. For the Professional Services rendered hereunder, Consultant, and any of its subcontractors, will employ engineers, architects, landscape architects, and surveyors licensed by the Kansas State Board of Technical Professions.
2. Subsurface Borings & Material Testing: If tests, additional to those provided for in **Exhibit B**, are required for design, Consultant will prepare specifications for the taking of the additional borings. Such subsurface borings and testing, as defined herein, will be provided by the City's contracted testing consultant or its subcontractors.
3. Service By and Payment to Others: Any services authorized in writing by City and performed by any party other than Consultant or its subcontractors (a "Third Party") in connection with the proposed Project will be contracted for and paid for by City. In addition to payments for the Third Party's professional services, this may also include necessary permits, licenses, ownership certifications, materials testing, advertising costs, and other special tests or other services required or requested by City or Consultant which are not defined within the scope of services of Consultant as set forth herein. Fees for such extra services will be subject to negotiation between City and the Third Party. Fees will be approved by City in writing prior to the execution of any extra services. Although Consultant may assist City in procuring such services of Third Parties, Consultant will in no way be liable to either City or such Third Parties in any manner whatsoever for such services or for payment thereof.
4. Subcontracting or Assignment of Services: Consultant may not subcontract or assign any of the Professional Services to be performed under this Agreement without first obtaining the written approval of City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge Consultant from any obligation under this Agreement. Any person or firm proposed for subcontracting Professional Services under this Agreement will maintain throughout the duration of the Agreement, insurance as provided in Section V.D.2. herein, and will additionally maintain Professional Liability insurance in a minimum amount of \$1,000,000 per claim and in the aggregate and provide City with an insurance certificate showing the

insurance limits provided by Consultant's subconsultant. Any services completed by a City-approved subcontractor of Consultant pursuant to this Agreement may not be increased more than ten percent (10%) over the actual cost of the services.

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

SECTION IV - CITY OF OLATHE'S RESPONSIBILITIES

A. COMMUNICATION

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

B. ACCESS

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

C. DUTIES

City will perform the various duties and services in all phases of the Project which are

outlined and designated in **Exhibit B** as City's responsibility.

D. PROGRAM AND BUDGET

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

E. ADMINISTRATIVE SERVICES

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

F. BOND FORMS

City will furnish all bond forms required for the Project.

G. PROJECT REPRESENTATIVE

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

SECTION V - GENERAL PROVISIONS

A. TERMINATION

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

event may Consultant terminate the contract solely for its convenience without cause.

Address for Notice:

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

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

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

B. DISPUTE RESOLUTION

City and Consultant agree that disputes relative to the Project will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Consultant will

proceed with the Professional Services as per this Agreement as if no dispute existed, and City will continue to make payment for Consultant's completed Professional Services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

C. OWNERSHIP OF CONSULTANT DOCUMENTS

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

D. INSURANCE

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

E. INDEMNITY

1. Loss: For purposes of indemnification requirements, the term "Loss" means any and all

loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with the performance of this Agreement.

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

F. AFFIRMATIVE ACTION/OTHER LAWS

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

Kansas Human Rights Commission ("commission");

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

G. ENTIRE AGREEMENT

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

H. APPLICABLE LAW, JURISDICTION, AND VENUE

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

I. NO THIRD-PARTY BENEFICIARIES

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

J. INDEPENDENT CONTRACTOR

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

K. DELIVERABLES

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

L. COVENANT AGAINST CONTINGENT FEES

Consultant represents that it has not employed or retained any company or person,

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

M. COMPLIANCE WITH LAWS

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

N. TITLES, SUBHEADS AND CAPITALIZATION

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

O. SEVERABILITY CLAUSE

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

P. AMBIGUITY CLAUSE AND HIERARCHY OF INTERPRETATION

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

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

R. EXECUTION OF CONTRACT

The parties hereto have caused this Agreement to be executed this _____ day of _____ 2019.

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

AFFINIS CORP.

By: 

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

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OF EXHIBITS**

Exhibit A	Description of Project & Map
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Exhibit E	City of Olathe Insurance Requirements
Exhibit F	Certificate of Insurance
Exhibit G	Certificate of Good Standing to Conduct Business in Kansas

EXHIBIT A
Description of Project & Map

This project will consist of the design of stormwater infrastructure, culvert design, and channel improvements of the Cedar Creek tributary in the vicinity of S. Keeler Street and S. Keeler Terrace in Olathe, KS.

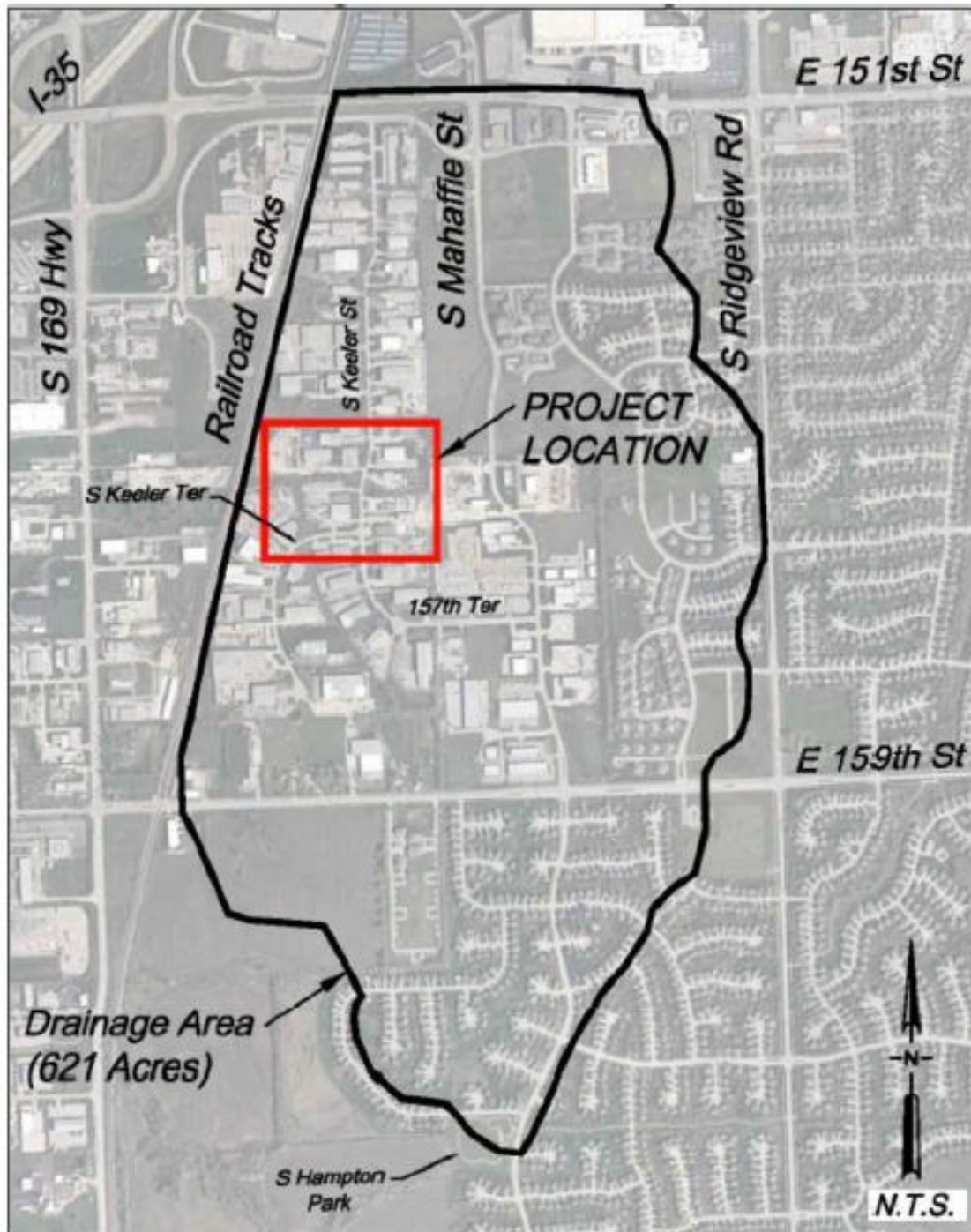


EXHIBIT B
Scope of Services

Exhibit B: Basic Scope of Services
Upper Cedar Creek (169 Highway to Mahaffie) Stormwater Improvements

I. Introduction

The basic scope of services (“scope”) for this project, identified as Exhibit A, for the Upper Cedar Creek (169 Highway to Mahaffie) Stormwater Improvements (“project”) includes preliminary design, final design, construction documents, project bidding, and construction services.

The project includes the following general improvements:

- Replace existing corrugated metal pipe (CMP) culverts on South Keeler Terrace and South Keeler Street. The Preliminary Engineering Study (PES) completed for the project in February 2015 identifies Improvement Alternative 2 as the recommended alternative. A general overview of the alternative is described in Section II.D.2 and on Figure A.2 in the PES. The following options within Alternative 2 will be evaluated:
 - Additional detention on city owned property upstream of South Keeler Street
 - Channel improvements between the city owned detention basin and South Keeler Street including:
 - Cleaning by city forces
 - Widening
 - Regrading
 - TRM with native vegetation
 - Culvert replacement options at South Keeler Street and South Keeler Terrace including:
 - Precast RCBs
 - Conservation channel RCB
 - Single-cell precast arch structure

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

II. General Design Requirements

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

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

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

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

III. General Survey Requirements

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

Horizontal Control: Section Corner and quarter section corner locations must be referenced to the Johnson County Horizontal Control Network. As part of the design survey all section corners and quarter section corners within the project area and others used for project control must be located, reference and state plane coordinates determined with GPS equipment. The coordinates and referenced ties shall be shown on the plans and the standard corner reference report submitted to the Kansas State Historical Society, the County Engineer, and cities project engineer within 30 days of the survey as required by state law. If a Johnson County Horizontal Control marker may be damaged by construction the County public works department should be notified prior to the bid letting.

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

IV. Basic Scope of Services

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

Phase 1: Preliminary Design

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

Task 1.1: Project Management

- A. Project Management: This task involves project coordination through the entirety of the project (Phases 1-4) and includes the following elements:
 - 1. Project kickoff meeting
 - 2. Develop detailed design schedule for the entire project and discuss at the project kickoff meeting. Provide schedule updates at project progress communications. Include at least the following benchmarks in the schedule:
 - a. Survey complete.
 - b. Data collection complete.
 - c. Field Check plans complete.
 - d. Legal descriptions to city.
 - e. Stakeholder and property owner meetings.
 - f. Agency permit applications submitted.
 - g. Final plans submitted for review.

- h. Project ready for bid.
- 3. Prepare monthly invoices and regular project progress emails and submit them throughout the length of the project.
- 4. Internal project team progress meetings (10 meetings assumed).

Task 1.2: Data Collection

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

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

- 1. Establish horizontal and vertical control.
- 2. Establish land corners.
- 3. Field survey.
 - a. City owned detention area – around the concrete weir structure and along top of berm only.
 - b. Culvert crossings, including roadway at South Keeler Street and South Keeler Terrace (we have survey information from our 2014 PES, this additional survey information would be as needed)
 - c. Channel between city owned detention area and South Keeler Street.
 - d. Channel cross-sections upstream and downstream of South Keeler Street (assume 9 cross-sections).
 - e. Utility field locates.
- 4. Call in utility field locates.
- E. Ownership and abutting property information:
 - 1. Secure plats.
 - 2. Obtain ownership information. The Consultant shall obtain ownership information

from Johnson County's records. The Consultant will contract with a city approved title company for ownership information investigations and obtain a full ownership and encumbrance report. The costs associated with ownership information investigations shall be paid by the Consultant to the title company. Twelve (12) properties have been assumed for reports.

a. Provide spreadsheet related to ownership including:

- (1) Owner Name.
- (2) Address.
- (3) Site Address.
- (4) Easements.
- (5) Square Footage.

b. Title information will be provided in electronic format.

3. Collect record drawings on abutting projects.

F. Prepare base map at a scale of 1:20 showing both contours at 1-foot intervals and property.

G. Geotechnical Investigation – the Consultant shall contract with a city approved geotechnical subconsultant for subsurface investigations (i.e. soil properties and depth to bedrock) and foundation recommendations for the entire project. The costs associated with the work shall be paid by the Consultant to the geotechnical subconsultant. This cost shall be included in the total compensation fee as outlined in Exhibit C. Specific work tasks to be performed by the geotechnical subconsultant include:

1. Four (4) boring locations that extend down to bedrock or a depth of 15 feet, whichever comes first. One will be performed on each end of the existing culvert crossings.
2. Provide for any geological and geotechnical investigations to determine required culvert/bridge foundations in accordance with applicable requirements.
3. Provide a written report summarizing information found and make recommendations on what is needed for the project.

Task 1.3: Stormwater System Design

A. Review the preliminary stormwater system design and concepts from the PES for this project.

B. Update the storm system design prepared in the PES as necessary to fit the available survey data, minimize utility conflicts, and provide the desired capacity, evaluating the following specific design alternatives:

1. Increased peak flow reduction from the upstream city owned detention upstream of South Keeler Street.
2. Upstream channel widening at South Keeler Street to provide adequate channel capacity.
3. Culvert replacement options (up to 3 replacement alternatives will be evaluated) at both South Keeler Street and South Keeler Terrace.

- C. Using the HEC-RAS model from the 2015 PES (that includes the additional pipe conveyance at the railroad tracks), the following hydraulic analysis will be completed:
 - a. Channel analysis and design between the city owned detention area and South Keeler Street to increase channel capacity and culvert capacity at South Keeler Street. Additional HEC-RAS cross-sections will be added to the HEC-RAS model in this area.
 - b. At South Keeler Terrace, the existing culverts will be replaced with the proposed culverts, but no cross-sections in the existing HEC-RAS model will be modified.
 - c. Flood depth calculations (street and structure flooding evaluation).
 - d. Hydraulic grade line elevations for the 10-year and 100-year storm event.
- D. Identify utility conflicts associated with the proposed storm system improvements.
- E. Verify that the proposed stormwater system meets the design requirements of the Johnson County SMP and adequately addresses the stormwater flooding issues identified in the PES.

Task 1.4: Prepare Field Check Plans

- A. This task includes the preparation of field check plans that include the following plan elements:
 - 1. Cover sheet.
 - 2. Easement layout to include property lines and owner information, subdivision names, lots and sites address.
 - 3. Typical sections.
 - 4. Plan and profile sheets:
 - a. Plan scale = 1:20.
 - b. Profile scale H = 1:20; V = 1:5.
 - c. Property lines and owner information.
 - d. Display location of existing utilities and underground facilities in the base map. Reference station location of existing utilities to the base line of the proposed improvements in the plan and profiles.
 - e. Landmark items to be protected or removed by project (fences, sprinklers, trees, shrubs, landscape beds, etc.
 - f. Low opening elevations of all existing structures in the project area.
 - 5. Grading Plans for swales, channels, any modifications to the city owned detention basin (Plan Scale 1:20).
 - 6. Cross sections for the roadways within the project area at 25-foot intervals, driveways, and swales/channels.
 - 7. Roadway profiles for South Keeler Street and South Keeler Terrace.
 - 8. Traffic control and detours for construction plan sheets, including evaluating and one (1) temporary access route from South Keeler Terrace during road closure. Attend one

meeting with the property owners along this access route.

9. Parking entrance modification plan and profile.
10. Erosion and sediment control plan sheets for the area disturbed by the project.
11. Sanitary sewer relocation plans – adjust and protect sanitary sewer as necessary to accommodate storm sewer improvements, including the preparation of sanitary sewer relocation plans, submittal to city for review, and submittal of Kansas Department of Health and Environment Permit (if necessary).

- B. Preliminary Design Meetings: Two (2) Affinis staff will meet up to three (3) times with city staff in connection with the preliminary project design. Affinis will provide project progress reports at an interval acceptable to the city.
- C. Field Check Review Meeting: Two (2) Affinis staff will attend one (1) field check review meeting with the appropriate city staff at the project site to review the field check plans.
- D. Public Meetings: Prepare for and attend two (2) public/property owner meetings. The first to present preliminary plans and explain the project to property owners and businesses in the project area, and a second meeting to introduce the contractor before construction begins. Both will be at a time and place arranged for by the city. The city will prepare and send the meeting notifications to property owners.

Task 1.5: Preliminary Opinion of Probable Project Cost

- A. This task includes the development of a preliminary opinion of probable project cost. This cost will be itemized by unit of work, including right-of-way, easements, and contingency.

Task 1.6: Easement Documents

- A. Describe right-of-way and easements necessary to complete project.
 1. Furnish legal descriptions sealed by an RLS licensed in the state of Kansas. Legal descriptions are also to be provided in a digital format compatible with Microsoft Word.
 2. Furnish an ownership and easement spreadsheet to include Owner Name; Owner Address; Site Address and proposed easements to include type and square footage.
 3. Prepare the city's easement documents/forms.
 4. Maps and sketches as follows:
 - a. Prepare tract maps (12 maps assumed).
 - b. Plan and profile pages showing all proposed takings.
 - c. Individual drawings of takings for each ownership, including:
 - d. Title block, including a graphical scale and north arrow.
 - e. Ownership boundaries and information.
 - f. Existing landmarks items protected or removed by the project (trees, buildings, fences, shrubs, landscape beds, etc.).
 - g. Existing rights-of-way and easements.

- h. Proposed takings identified with text and graphically.
 - i. Legend for taking type.
 - j. Legal description of all takings.
 - (1) Submit 8 1/2 x 11-inch exhibits and legal descriptions of each property required for right-of-way or easement acquisition to the city. Up to twelve (12) properties are included in the scope.
 - (2) Revise legal descriptions, tract maps and/or easements prior to acquisition and construction as requested by the city. Assume two (2) of the tracts change ownership.
- B. Prior to land acquisition, Affinis will attend one (1) meeting with city land acquisition coordinator to review proposed land acquisition areas.
- C. Affinis shall stake in the field the location of rights-of-way and/or easements prior to acquisition and construction as requested by the city. Affinis shall also stake the proposed detention basin and channel modifications, as requested by the city. Staking for up to twelve (12) properties has been included in the fee for the project. Additional staking shall be compensated as additional services as stipulated in Section V of this agreement.
- D. Individual Right-of-way and Easement Meeting: Following the field check review meeting, Affinis staff will attend one (1) meeting with the appropriate city staff and each property owner at the project site to identify easement and right-of-way locations. Twelve (12) individual property owner meetings are included in this scope. These will be scheduled by the city and attendance will be at the request of city.

Task 1.7: Permitting

- A. Prepare the necessary applications, exhibits, drawings, and specifications for the city's execution and submittal. Permit fees for the permits identified above shall be paid for by the Consultant and the fee amount shall be included in the total compensation fee as outlined in Exhibit C. Permit fee amounts are based on our understanding of the permits required on this project. Permit fee amounts do not include costs associated with mitigation measures as required by a specific permit. Permit submittals assumed are as follows:
- 1. City of Olathe – Right-of-way, Land Disturbance, and Floodplain Development Permits
 - 2. Kansas Department of Health and Environment – NPDES/NOI Construction Permit (if required)
 - 3. USACE – Nationwide 404 Permit

Task 1.8: Utility Coordination

- A. Following the completion of the field check plans, this task includes the submittal of information, coordination with utilities, and tracking utility relocation progress throughout the duration of the project.
- 1. Submit the preliminary plan information to utilities in the project area and coordination with utilities once the preliminary plan information has been reviewed.

This would include correspondence and phone conversations with utilities.

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

Phase 2: Final Design

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

Task 2.1: Project Office Check Plans

- A. Prepare office check plans, incorporating all field check comments from city staff. At a minimum, the office check plans shall include all information from the field check plans, which includes the following:
 1. Title sheet
 2. Typical sections
 3. Survey reference
 4. Plan and profile sheets
 - a. Plan scale: 1 inch = 20 feet
 - b. Profile scale: H: 1 inch = 20 feet; V: 1 inch = 5 feet
 5. Culvert/bridge structural design - including culvert/bridge layout and headwall/wingwall design details.
 6. Earthwork quantities, cross sections and entrance sections with existing and proposed grades
 7. Traffic control and construction phasing plan
 - a. The office check plans shall include a detailed traffic control plan with an outline for construction staging conforming to the requirements of the manual on Uniform Traffic Control Devices. The traffic control plan requires submittal to city for review and approval prior to inclusion in the final plans.
 8. Pavement marking and signing
 9. Standard detail sheets as needed
 10. Miscellaneous detail sheets, non-standard details
 11. Summary of quantities listed as bid items
 12. Cross sections every 25 feet
 13. Additional plans and information as necessary to complete office check plans
 - a. The office check plan layout shall be in general conformance with city standards.

The Consultant shall design and detail all structures or improvements not covered by city standard detail sheets or detail sheets provided by the supplier.

- B. Develop and prepare the project manual including front end documents and the project construction specifications. The project manual shall accompany the office check plans and be part of the contract documents. The project manual will have all of the requisite bid forms, bond information, specification reference, and other documents required for execution of construction contract documents.
 - 1. Provide any required special provisions to the project construction specifications as needed for construction items on the plans.
- C. Prepare computations for all office check plan quantities and bid items.
- D. Office Check Plan Submittals
 - 1. Submit office check plans to city for review. Allow two weeks for city review. All review comments made by city staff shall be discussed and addressed. Changes to the office check plans required by these comments shall be considered part of the project development process and shall not be a basis for additional design fees unless the original project scope is changed.
 - 2. Submit office check plans to Johnson County SMP for review and comment.
 - 3. Provide all utility companies a set of office check plans for their use. Coordination includes providing information such as AutoCAD files and plan sets, and corresponding with representatives.
- E. Project Office Check Opinion of Probable Cost
 - 1. Prepare and submit office check estimate of probable construction cost for the project along with the field check plans to the city for review. This estimate shall include the following:
 - a. An appropriate contingency.
 - b. Estimate time required to complete construction.
 - c. Provide input to the city regarding forms for:
 - i. Proposals.
 - ii. Construction contracts.
 - iii. Bonds.

Task 2.2: Project Final Plans

- A. After all comments from the city are made on the office check plans, update these plans and prepare final plans for city signature.
- B. Submit a pdf file of the complete set of signed and sealed final plans and project manual. AutoCAD drawing files of the final plans will be supplied to the city upon request.
 - 1. Two (2) full size copies and two (2) half size copies of the final plans, printed on **22x36**-inch bond paper or 11x18-inch bond paper as appropriate, shall also be delivered to the city.

Phase 3: Bidding Services

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

Task 3.1: Bidding Services

- A. Prepare and provide plans, specifications, and contract documents in .pdf format to be uploaded to publicpurchase.com. Print five (5) copies of the project manual (contract documents and specifications) and deliver to the city.
- B. Answer questions from contractors regarding the final plans.
- C. Prepare written addenda to the bidding documents as required and or requested.
- D. Verify qualifications and check references of contractor. Review subcontractors and verify percentage of work performance by prime contractor meets contract requirements. Review and make recommendations regarding proposed alternates or value engineering proposals by the contractor.

Phase 4: Construction Services

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

Task 4.1: General Construction Services

- A. Consult with and advise the city as to the acceptability of subcontractors and others proposed to do work by the general contractor.
- B. Arrange for, attend, and prepare meeting minutes for a pre-construction conference with city representatives, the successful bidder, and utility companies.
- C. Answer all questions from the contractor regarding the design and interpretation of the plans. Provide consultation concerning conditions encountered during construction that conflict with or were not addressed by the final plans.
- D. Review and comment, or approve, each contractor's shop drawings and samples, the results of tests and inspections, and other data which each contractor is required to submit for the purposes of checking for compliance with the design concept and conformance with the requirements of the contract documents.
- E. Be available for discussion and consultation during the construction phase, but construction observation will be the responsibility of the city.
- F. Participate in final walk through inspection. Does not include meeting minutes or

preparing “punch list”.

- G. Prepare plan revisions as necessitated by conditions encountered in the field during construction, with the exception of traffic control plans.
- H. Provide city with a complete set of record drawings for the Project. The record drawings shall be provided as a digital copy. The city’s construction representative shall provide the Consultant with documentation of plan revisions, field modifications, or information necessary to prepare the record drawings. The final record drawings will include
 - 1. All change orders.
 - a. Minor design changes.
 - b. Changes made in the field by city representatives and are marked on the construction plan set.
 - 2. Submit updated AutoCAD drawings and .pdf images of the revised sheets.
- I. Post Construction Monumentation: Provide post-construction survey monumentation for property pins that are disrupted by construction activities. Monumentation shall be documented per city approved standard format.

V. Possible Additional Services

The following list of services is not part of this scope, but may be required for successful completion of this project. Additional services may include, but are not limited to:

- Assisting in the preparation of applications and supporting documents (in addition to those identified in Section IV) for private or governmental grants, loans or advances in connection with the project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the project of any such statements; review and evaluation of the effect on the design requirements of the project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.
- Additional meetings, including meetings with city staff and concerned property owners to discuss the project at any time throughout the project, beyond those defined in this scope of work would be billed hourly.
- Services to check the accuracy of drawings or other information furnished by the city.
- Services resulting from significant change in the scope, extent, or character of the project or its design.
- Preparing documents for alternate bids requested by city for contractor(s)' work which is not executed or documents for out-of-sequence work.
- Services required preparing to award more prime construction contracts than were anticipated at the time of authorization by the city.
- Providing construction staking for the contractor(s) as well as other field and office surveys, such as boundary surveys.
- Preparing to serve or serving as a consultant or witness for city in any litigation, arbitration or other legal or administrative proceeding involving the project.

- Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor.
- Permitting and services to mitigate permitting issues that are not a part of the scope (e.g. floodplain permitting, etc.), and if required a supplemental scope and fee would be provided to the city.
- US Army Corps of Engineers – Section 404 Individual Permit and stream mitigation.
- Kansas Department of Agriculture, Division of Water Resources – Stream Obstruction and Floodplain Fill Permits
- Street lighting design.
- Intersection design.
- Inspect the structures > 20 feet, prepare the initial SIA report on the structure's condition, and enter inspection data into KDOT's bridge inspection web portal. Also, provide Johnson County with inventory and operating ratings for the five standard truck configurations.

EXHIBIT C
Fee & Rate Schedule

	Olathe, Kansas									EXHIBIT C: FEE & RATE SCHEDULE									
	Upper Cedar Creek Stormwater Improvements															Date:	3/15/2019		
	(169 Highway to Mahaffie Street)																		
	C.P.N. 2-C-013-19															Client:	Olathe, KS		
	SMP No. CC-09-019															Project:	Upper Cedar Creek		
																Made By:	BPS/KELG		
		Principal	Sr. Traffic	Project	Senior				Intern	Design	CADD	Land	Land	Survey Crew	Survey Crew	Proj. Related	LABOR	DIRECT EXPENSES	
		Engineer	Manager (EIII)	Engineer II		Engineer III	Engineer II	Engineer I	Engineer I	Technician II	Technician II	Surveyor III	Surveyor II	Member II	Member I	Support	COSTS	ITEM	COST
Tasks		\$260	\$235	\$165	\$185	\$165	\$135	\$120	\$105	\$125	\$100	\$175	\$115	\$105	\$80	\$95			
PHASE 1 - PRELIMINARY DESIGN																			
1.1	Project Management																		
A	Project management and coordination																		
1	Project kickoff meeting			3				3									\$855		\$855
2	Develop project design schedule			4				2									\$900		\$900
3	Monthly project invoicing and project progress email			40												8	\$7,360		\$7,360
4	Internal project team meetings	2	2	6			4	6	6	4							\$4,370		\$4,370
1.2	Data Collection																		
A	Pre-design meeting			4	3												\$1,215		\$1,215
B	Prepare design memorandum		1	2	2	4											\$1,595		\$1,595
C	Coordinate project activities with City			8				8									\$2,280		\$2,280
D	Field data collection																		
1	Horizontal and vertical control													8	8		\$1,480		\$1,480
2	Establish land corners (12)													16	16		\$2,960		\$2,960
3	Field topographic survey													72	72	4	\$13,700	Mileage	\$200
4	Call in utility locates											4					\$460		\$460
E	Ownership and abutting property information																		
1	Secure plats within the project area											2					\$230		\$230
2	Obtain ownership & easement info (up to 12 properties)										4						\$400	Title Company	\$2,600
3	Collect record drawings										20		4				\$2,460		\$2,460
F	Prepare base map					4					24		4				\$3,520		\$3,520
G	Geotechnical investigation (4 borings)			1		8								4	4		\$2,225	Geotechnical Sub	\$5,000
1.3	Storm Drainage System Design																		
A	Review PES design concepts					8		8									\$2,280		\$2,280
B	Revise design based on field data					12		16	32								\$7,260		\$7,260
C	H&H analysis and improvement design					16		24	56								\$11,400		\$11,400
D	Identify utility conflicts		2		4	2				8							\$2,540		\$2,540
E	SMP requirements					4			8								\$1,500		\$1,500
1.4	Field Check Plans																		
A	Plan preparation	8	8	4	8	8	40	8	24	50	60						\$28,550		\$28,550
B	Project design meetings (3)					6		6	16								\$3,390		\$3,390
C	Field check meeting (1, on-site)					4			8	4							\$2,000		\$2,000
D	Public meetings (2)					6		6		8							\$2,710		\$2,710
1.5	Preliminary opinion of probable project cost (OPPC)																		
A	Prteliminary OPCC		2	4				8									\$2,090		\$2,090
1.6	Easements																		
A	Describe right-of-way and easements (12 Properties)																		
1	Furnish legal descriptions and title information (12 updates)											4	16				\$2,540	Company - update	\$150
2	Ownership and easement spreadsheet										2		4				\$660		\$810
3	Prepare City easement documents/forms												4			4	\$840		\$840
4	Prepare tract maps & exhibits (assume 12 tract maps)										16		18			4	\$4,050		\$4,050
B	Attend meeting with City Land Acquisition Coordinator			4				4									\$1,140		\$1,140
C	Stake r/w & easements (12 properties;one time)												4	12	12		\$2,680		\$2,680
D	Attend individual property owner meetings (12 meetings)			24				24			8						\$7,640		\$7,640
1.7	Permitting																		
A	Prepare permit submittals																		
1	City of Olathe Permits					4			4								\$1,080		\$1,080
2	KDHE Permit								8								\$840	NOI Fee	\$60
3	USACE Permit					4		16			8					4	\$3,760		\$3,760
1.8	Utility Coordination																		
A	Submit information and coordinate with utilities			2					8							4	\$1,550	Printing	\$100
B	Track utility relocation progress								8								\$840		\$840
C	Utility coordination meetings (3)			8	2					4							\$2,190	Mileage	\$250
	Subtotal Phase 1- Hours	10	15	114	19	90	44	139	178	78	142	4	60	112	112	28	1,145		
	Subtotal Phase 1 - Cost	\$2,600	\$3,525	\$18,810	\$3,515	\$14,850	\$5,940	\$16,680	\$18,690	\$9,750	\$14,200	\$700	\$6,900	\$11,760	\$8,960	\$2,660	\$139,540	\$8,360	\$147,900

	Olathe, Kansas									EXHIBIT C: FEE & RATE SCHEDULE									
	Upper Cedar Creek Stormwater Improvements														Date:	3/15/2019			
	(169 Highway to Mahaffie Street)														Client:	Olathe, KS			
	C.P.N. 2-C-013-19														Project:	Upper Cedar Creek			
	SMP No. CC-09-019														Made By:	BPS/KELG			
		Principal	Sr. Traffic	Project	Senior				Intern	Design	CADD	Land	Land	Survey Crew	Survey Crew	Proj. Related	LABOR	DIRECT EXPENSES	TOTAL
			Engineer	Manager (EIII)	Engineer II	Engineer III	Engineer II	Engineer I	Engineer I	Technician II	Technician II	Surveyor III	Surveyor II	Member II	Member I	Support	COSTS	ITEM	FEE
Tasks		\$260	\$235	\$165	\$185	\$165	\$135	\$120	\$105	\$125	\$100	\$175	\$115	\$105	\$80	\$95			
	PHASE 2 - FINAL DESIGN																		
2.1	Project Office Check Plans																		
A	Office check plans	8	12	12	30	50	68	16		50	80						\$46,030		\$46,030
B	Prepare project manual & special provisions		8	2	30	12			8								\$10,580		\$10,580
C	Compute plan quantities and bid items		2	2		4	16		8	16							\$6,060		\$6,060
D	Office Check Plan Submittals			2					6							8	\$1,720		\$1,720
E	Prepare/submit OPCC	2			4					16							\$3,260		\$3,260
2.2	Project Final Plans																		
A	Update Office Check Plans and Prepare Final Plans		2		4	4		16	8		16						\$6,230		\$6,230
B	Submit Final Plans and Project Manual to City						2		8							4	\$1,490	Printing	\$100
	Subtotal Phase 2 - Hours	10	24	18	68	70	86	32	38	66	112	0	0	0	0	12	536		
	Subtotal Phase 2 - Cost	\$2,600	\$5,640	\$2,970	\$12,580	\$11,550	\$11,610	\$3,840	\$3,990	\$8,250	\$11,200	\$0	\$0	\$0	\$0	\$1,140	\$75,370		\$100
	PHASE 3 - BIDDING SERVICES																		
3.1	Bidding Services																		
A	Prepare and provide bid documents for advertisement			4												4	\$1,040	Printing	\$100
B	Answer contractor questions				4	4											\$1,400		\$1,400
C	Prepare addenda and attend bid opening			6					4								\$1,410	Mileage	\$20
D	Review bid tabulation and verify qualifications			4					4								\$1,080		\$1,080
	Subtotal Phase 3 - Hours	0	0	14	4	4	0	0	8	0	0	0	0	0	0	4	34		
	Subtotal Phase 3 - Cost	\$0	\$0	\$2,310	\$740	\$660	\$0	\$0	\$840	\$0	\$0	\$0	\$0	\$0	\$0	\$380	\$4,930		\$120
	PHASE 4: CONSTRUCTION SERVICES																		
4.1	Construction Services																		
A	Provide consultation						4			4							\$1,040		\$1,040
B	Attend preconstruction conference						4			4							\$1,040		\$1,040
C	Answer contractor questions about design and plans						4										\$540		\$540
D	Review shop drawings & submittals		2			2	8		16								\$3,560		\$3,560
E	Be available for consultation during construction					4	16										\$2,820		\$2,820
F	Participate in final walk through			2			4										\$870		\$870
G	Prepare plan revisions to reflect construction changes			2						8	8						\$2,130		\$2,130
H	Prepare & submit record drawings and files									8						4	\$1,380		\$1,380
I	Post construction monumentation												16	4	4		\$2,580	Mileage	\$160
	Subtotal Phase 4 - Hours	0	2	4	0	6	40	0	16	24	8	0	16	4	4	4	128		
	Subtotal Phase 4 - Cost	\$0	\$470	\$660	\$0	\$990	\$5,400	\$0	\$1,680	\$3,000	\$800	\$0	\$1,840	\$420	\$320	\$380	\$15,960		\$160
GRAND TOTAL HOURS		20	41	150	91	170	170	171	240	168	262	4	76	116	116	48	1,843		
GRAND TOTAL FEE		#####	\$9,635	\$24,750	\$16,835	\$28,050	\$22,950	\$20,520	\$25,200	\$21,000	\$26,200	\$700	\$8,740	\$12,180	\$9,280	\$4,560	\$235,800	\$8,740	\$244,540

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)
04/01/2019

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

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

PRODUCER Holmes Murphy & Associates, LLC 1828 Walnut Sreet Suite 700 Kansas City, MO 64108	1-866-574-6282	CONTACT NAME: Monica Wilks PHONE (A/C No. Ext): 816 857-7820 FAX (A/C No): 866 501-3940 E-MAIL ADDRESS: mwilks@holmesmurphy.com														
INSURED Affinis Corp. 8900 Indian Creek Parkway, Suite 450 Overland Park, KS 66210		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: TRAVELERS IND CO OF AMER</td><td>25666</td></tr><tr><td>INSURER B: TRAVELERS IND CO</td><td>25658</td></tr><tr><td>INSURER C: TRAVELERS CAS & SURETY CO</td><td>19038</td></tr><tr><td>INSURER D: XL SPECIALTY INS CO</td><td>37885</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: TRAVELERS IND CO OF AMER	25666	INSURER B: TRAVELERS IND CO	25658	INSURER C: TRAVELERS CAS & SURETY CO	19038	INSURER D: XL SPECIALTY INS CO	37885	INSURER E:		INSURER F:	
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INSURER E:																
INSURER F:																

COVERAGES**CERTIFICATE NUMBER:** 55851607**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		6805G548660	01/22/19	01/22/20	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	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		\$
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																			
	\$																			
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BA5G550747	01/22/19	01/22/20	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																			
BODILY INJURY (Per person)	\$																			
BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
	\$																			
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP5G552071	01/22/19	01/22/20	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 2,000,000	AGGREGATE	\$ 2,000,000		\$								
EACH OCCURRENCE	\$ 2,000,000																			
AGGREGATE	\$ 2,000,000																			
	\$																			
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/A		UB9J091601	01/22/19	01/22/20	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<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						
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER																				
E.L. EACH ACCIDENT	\$ 1,000,000																			
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																			
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																			
D	Professional Liability		DPR9935763	01/22/19	01/22/20	<table border="1"><tr><td>Each Claim</td><td>2,000,000</td></tr><tr><td>Annl Aggr</td><td>2,000,000</td></tr></table>	Each Claim	2,000,000	Annl Aggr	2,000,000										
Each Claim	2,000,000																			
Annl Aggr	2,000,000																			

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

Re: Upper Cedar Creek, 169 Hwy to Mahaffie, Stormwater Improvements Project, Project No. 2-C-013-19
The City of Olathe is added as additional insured on the commercial general liability and commercial auto policies as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Olathe 100 E. Santa Fe P.O. Box 768 Olathe, KS 66051-0768 USA	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p><i>Nicholas</i></p>
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ACORD 25 (2016/03)

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mwilksks
55851607

GENERAL PURPOSE ENDORSEMENT

OFFICE PAC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CGD361 (03-05) - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
COMMERCIAL GENERAL LIABILITY COVERAGE PART**

SCHEDULE

NAMES OF ADDITIONAL INSURED PERSON(S) Or ORGANIZATION(S): Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when, the bodily injury or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

LOCATION OF COVERED OPERATIONS:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies

(INFORMATION REQUIRED TO COMPLETE THIS SCHEDULE, IF NOT SHOWN ABOVE, WILL BE SHOWN IN THE DECLARATIONS.)

A. SECTION II - WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN ADDITIONAL INSURED THE PERSON(S) OR ORGANIZATION(S) SHOWN IN THE SCHEDULE, BUT ONLY WITH RESPECT TO LIABILITY FOR "BODILY INJURY", "PROPERTY DAMAGE", "PERSONAL INJURY" OR "ADVERTISING INJURY" CAUSED, IN WHOLE OR IN PART, BY:

- 1. YOUR ACTS OR OMISSIONS; OR**
 - 2. THE ACTS OR OMISSIONS OF THOSE ACTING ON YOUR BEHALF; IN THE PERFORMANCE OF YOUR ONGOING OPERATIONS FOR THE ADDITIONAL INSURED(S) AT THE LOCATION(S) DESIGNATED ABOVE.**
- B. WITH RESPECT TO THE INSURANCE AFFORDED TO THESE ADDITIONAL INSURED, THE FOLLOWING ADDITIONAL EXCLUSIONS APPLY; This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:**

- 1. ALL WORK, INCLUDING MATERIALS, PARTS OR EQUIPMENT FURNISHED IN**

GENERAL PURPOSE ENDORSEMENT

OFFICE PAC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CGD361 (03-05) - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

CONNECTION WITH SUCH WORK, ON THE PROJECT (OTHER THAN SERVICE, MAINTENANCE OR REPAIRS) TO BE PERFORMED BY OR ON BEHALF OF THE ADDITIONAL INSURED(S) AT THE LOCATION OF THE COVERED OPERATIONS HAS BEEN COMPLETED; OR
2. THAT PORTION OF "YOUR WORK" OUT OF WHICH THE INJURY OR DAMAGE ARISES HAS BEEN PUT TO ITS INTENDED USE BY ANY PERSON OR ORGANIZATION OTHER THAN ANOTHER CONTRACTOR OR SUBCONTRACTOR ENGAGED IN PERFORMING OPERATIONS FOR A PRINCIPAL AS A PART OF THE SAME PROJECT.

CGD361 0305

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Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

A. PERSONAL EFFECTS COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following:

Personal Effects Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) owned by an "insured"; and
 - (2) in or on your covered "auto";
- in the event of a total theft "loss" of your covered "auto".

No deductibles apply to Personal Effects Coverage.

B. AUTO LOAN LEASE GAP COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and
- (2) Any:
 - (a) Overdue lease/loan payments at the time of the "loss";
 - (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (c) Security deposits not returned by the lessor;

- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

- (e) Carry-over balances from previous loans or leases.

C. COVERAGE EXTENSION - AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT NOT DESIGNED SOLELY FOR THE PRODUCTION OF SOUND

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, exception paragraph a. to exclusions 4.c & 4.d is deleted and replaced with the following:

- a. Equipment and accessories used with such equipment, except tapes, records or discs, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or

D. WAIVER OF DEDUCTIBLE - GLASS

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

E. HIRED AUTO PHYSICAL DAMAGE COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following:

Hired Auto Physical Damage Coverage Extension

If hired "autos" are covered "autos" for Liability Coverage and this policy also provides Physical Damage Coverage for an owned "auto", then the

Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

- (1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:
 - (a) \$50,000;
 - (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- (2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- (3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.
- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".
- (5) This Coverage Extension does not apply to:
 - (a) Any "auto" that is hired, rented or borrowed with a driver; or
 - (b) Any "auto" that is hired, rented or borrowed from your "employee".

F. BLANKET WAIVER OF SUBROGATION

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us is deleted and replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the ex-

tent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

G. BLANKET ADDITIONAL INSURED

SECTION II - LIABILITY COVERAGE, part A. 1. Who Is An Insured, paragraph c. is amended by adding the following:

Any person or organization that you are required to include as an additional insured on this Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this Insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

H. EMPLOYEE HIRED AUTOS

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is amended by adding the following:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

I. COVERAGE EXTENSION - TRAILERS

SECTION I - COVERED AUTOS, C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos, paragraph 1. is deleted and replaced by the following:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

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: 2966885

Entity Name: AFFINIS CORP.

Entity Type: FOREIGN FOR PROFIT

State of Organization: MO

Resident Agent: AFFINIS CORP.

Registered Office: 8900 Indian Creek Pkwy Suite 450, OVERLAND PARK, KS 66210

was filed in this office on January 04, 2001, and is in good standing, having fully complied with all requirements of this office.

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



In testimony whereof I execute this certificate and affix the seal of the Secretary of State of the state of Kansas on this day of January 08, 2019

KRIS W. KOBACH
SECRETARY OF STATE

Certificate ID: 1089944 - To verify the validity of this certificate please visit <https://www.kansas.gov/bess/flow/validate> and enter the certificate ID number.