

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:

Cedar Street Improvements Project
(Parker Street to East End Cul-de-sac at the BNSF Tracks)
Project Number: 3-R-001-20

and

Cedar Street Sanitary Sewer Rehabilitation Project
(Parker Street to Kansas Avenue)
Project Number: 1-R-001-19

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 \$350,500.00 (three hundred fifty thousand, five hundred dollars and zero cents), 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. The fee shall be allocated as follows:

P.N. 3-R-001-20	\$313,085.00
P.N. 1-R-001-19	\$37,415.00

2. **Reimbursable Expenses:** Consultant will be reimbursed at the actual cost, not to exceed a total expense of \$9,200.00 (nine thousand, two hundred dollars and zero cents) for the following expenses related only to the Project: (a) expense of transportation in connection with the Project; (b) expenses in connection with authorized out-of-town travel; (c) long-distance communications; (d) expenses of printing and reproductions; (e) postage and facsimile transmissions; (f) expenses of renderings and models requested by City, and (g) other costs as authorized by City in writing as set forth herein.

B. SERVICES BEYOND THE SCOPE OF SERVICES

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

Section III, preparing changes in plans ordered by City or made necessary by causes beyond the control of Consultant, providing services necessitated in the event the Professional Services are suspended or abandoned, if such suspension or abandonment is not the result of a breach of this Agreement by Consultant, and providing any other special services not otherwise covered by this Agreement which may be requested by City to complete the Project. Payment to Consultant as compensation for Additional Services will be in accordance with the hourly rate schedule attached as **Exhibit C**.

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

C. BILLING & PAYMENT

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

D. SCHEDULE

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

SECTION III - RESPONSIBILITIES OF CONSULTANT

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

A. PRELIMINARY DESIGN PHASE

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

B. FINAL DESIGN PHASE

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

C. BIDDING PHASE

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

construction cost.

D. CONSTRUCTION PHASE

1. In-House Administration and Inspection: It is understood that City will provide full-time, in-house administration and inspection of the construction Project and the work of the construction contractor at City's expense, unless otherwise agreed upon in writing by the Parties. Consultant will assist City by providing general administration and inspection of the work of the construction contractor as requested by City by conducting periodic inspections of the construction contractor's work during construction and will assist City in a final inspection of the construction Project after completion of the work by the construction contractor. Consultant will also check shop drawings and assist City in making interpretation of plans and specifications and reviewing pay estimates for making payments to the construction contractor.
2. Services: The Professional Services provided during this phase are set out in **Exhibit B**, both attached hereto and incorporated by reference.
3. Additional Drawings: If during construction, situations arise which require additional drawings or details, Consultant agrees to provide such additional drawings or details at no cost to City when the additional drawings or details are required to correct Consultant's errors or omissions or clarify Consultant's intent in the original design and preparation of construction drawings. If such situations occur through no fault of Consultant, or are beyond Consultant's control, both Parties agree to negotiate an equitable payment to Consultant for Consultant's Professional Services rendered, which will be accomplished through a Change Order.
4. Staking: Unless otherwise provided, staking must be included in the bid specifications to be performed by the construction contractor.
5. Notice of Defects: If, based on Consultant's involvement during the construction phase, Consultant observes or otherwise becomes aware of any defect in the work, Consultant will give prompt written notice to City of such defects and their approximate location on the Project. However, Consultant will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions, inspections and programs in connection with the work, since these are solely the construction contractor's responsibility under the contract for construction to be entered into with City. Consultant will not be responsible for the construction contractor's schedules or failure to carry out the work in accordance with the Contract Documents. Consultant will not have control over or charge of acts or omissions of any construction contractor, any of a construction contractor's subcontractors, or any of the agents or employees of a construction contractor selected by City to construct the Project.

6. Shop Drawings: Consultant will review and take appropriate action on the chosen construction contractor's shop drawings and samples, and the results of tests and inspections and other data which each construction contractor is required to submit for the purposes of reviewing for compliance with the design concept and conformance with the requirements of the Contract Documents and the City of Olathe Technical Specifications and Design Criteria for Public Improvements.

E. GENERAL DUTIES AND RESPONSIBILITIES

1. Personnel: Consultant will assign only qualified personnel to perform any service concerning the Project as identified in Consultant's response to the Request for Proposals. At the time of execution of this Agreement, the Parties anticipate that the following individual will perform as the principal on this Project: Kristen Leathers-Gratton, PE. As principal on this Project, this person will be the primary contact with the City's Project Manager and will have authority to bind Consultant. So long as the individual named above remains actively employed or retained by Consultant, such individual will perform the function of principal on this Project. For the Professional Services rendered hereunder, Consultant, and any of its subcontractors, will employ engineers, architects, landscape architects, and surveyors licensed by the Kansas State Board of Technical Professions.
2. Subsurface Borings & Material Testing: If tests, additional to those provided for in **Exhibit B**, are required for design, Consultant will prepare specifications for the taking of the additional borings. Such subsurface borings and testing, as defined herein, will be provided by the 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: Austin Lamparter, PE
P.O. Box 768
1385 S. Robinson Drive
Olathe, KS 66051-0768

Affinis Corp
Attn: Kristen Leathers-Gratton, PE
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 _____ 201__.

CITY OF OLATHE, KANSAS

By: _____
Michael E. Copeland, Mayor

ATTEST:

City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney/Deputy City Attorney/
Assistant City Attorney

Affinis Corp

By: _____
Kristen Leathers-Gratton, Principal
8900 Indian Creek Parkway
Suite 450, Building 6
Overland Park, Kansas 66210

**TABLE OF CONTENTS
OF EXHIBITS**

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

EXHIBIT A

Description of Project & Map

This project consists of the design of the street, storm drainage, sanitary sewer, and street lighting for Cedar Street from Parker Street to the east end cul-de-sac at the BNSF tracks.

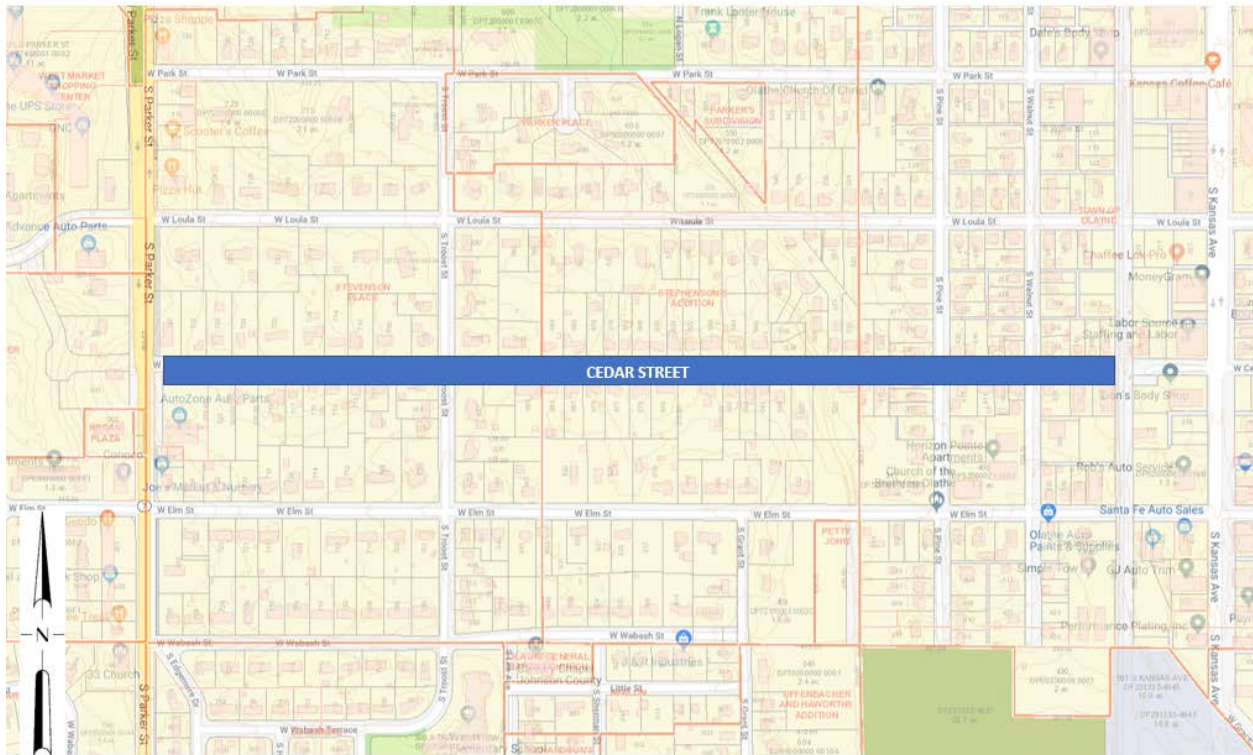


EXHIBIT B
Scope of Services

Exhibit B: Basic Services and Other Matters

Introduction

The basic scope of services (“scope”) for this project, identified as Exhibit A, for the Cedar Street (S Parker Street to the east end cul-de-sac at the BNSF tracks) Improvement Project P.N. 3-R-001-20 (“project”) includes preliminary design, final design, construction documents, project bidding, and construction services. The sanitary sewer improvements portion of the project

The project includes the following general improvements:

- Reconstruction of Cedar Street
 - Asphalt pavement replacement
 - Replacement of concrete curb and gutters
 - Driveway approaches
 - Sidewalk and ADA sidewalk ramps
 - Sidewalk will be replaced where needed with 5’ wide sidewalk
 - Sidewalk offset from the road will be adjusted where needed to provide a standard offset through the corridor
 - Street light installation
 - Updated to use new 20’ poles matching surrounding projects
 - Stormwater improvements
 - Will need to be coordinated with Little Cedar Creek Phase II Project
- City Project Number 1-R-001-19, Cedar Street Sanitary Sewer Rehabilitation Project
 - Sanitary sewer improvements
 - Complete replacement of sanitary sewer system in project area and extending east of BNSF railroad tracks

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

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 of Olathe's Design Criteria for Public Improvement Projects
- 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. Geological investigations or studies shall be signed and sealed by the licensed Geologist responsible for the preparation of the geological investigations or studies. Rights-of-way and easement descriptions shall be signed and sealed by the licensed land surveyor responsible for the preparation of these descriptions.

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.

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

1.01. Data Collection.

- A. Attend pre-design meeting.
- B. Develop design criteria for the project; prepare design memorandum.
- C. Develop detailed design schedule. Submit copy to City, and provide updates at scheduled progress meetings. Include at least the following benchmarks.
 - 1. Survey complete.
 - 2. Data collection complete.
 - 3. Plans to all utilities.
 - 4. Field check complete.
 - 5. Legal descriptions to City.
 - 6. Public meetings.
 - 7. Agency permits submitted.
 - 8. Final plans submitted for review.
 - 9. P,S & E Submitted.
 - 10. Project ready for bid.
- D. Schedule and coordinate project activities with the City (where applicable).
- E. Field data collection.
 - 1. Establish land corners, and horizontal and vertical control.
 - 2. Field surveys to include all existing topography features within the project limits. Notify property owners using door hangers prior to beginning field survey. Field locate driveway joints, visible irrigation systems, low opening elevation adjacent to stormwater system and at low points.

3. Survey existing visible property corners and include in mapping.
4. Contact all utilities to request facility mapping, inquire about planned upgrades and identify point of contact information. Contact Kansas One-Call and the City to field locate all facilities. Coordinate and survey pot-hole information for critical vertical utility locations. Subsurface investigation (pot-holing) shall be performed by others. A maximum of 4 hours for a 2-person crew is included in the basic scope for pot-hole surveys. If additional time is required, the work will be done under a supplemental agreement.
5. Field survey off-site storm sewer structures, channel and swales upstream and/or downstream of trunk line crossings as needed.
6. Stake centerline every 100 feet as may be required by utilities or other entities to plan relocation work. Includes one re-staking and/or re-painting.
7. Provide field staking for proposed storm sewer structures as requested for utility relocations. (A maximum of 4 hours for a 2-person crew is included in the Basic Scope for staking these items. If additional staking work is required for the utilities it shall be done as a supplemental agreement.)
8. Prepare and submit to governmental agencies a certified land corner record for each section corner recovered and used on this project.
9. Easement staking, including temporary easements, permanent rights-of-way, for utilities and eminent domain services are NOT considered part of the Basic Scope of Services and shall be compensated as Additional Services as stipulated in Article II of this Professional Services Agreement.

F. Ownership and abutting property information.

1. Show Johnson County AIMS and City supplied plat information on plans.
2. Obtain ownership information and last deed of record for all tracts through Johnson County AIMS. Ownership/Encumbrance documents are not included in the Basic Scope. Prepare property ownership schedule/spreadsheet which includes owner name, tract number, proposed easements and takings.
3. Review record drawings and plans for existing improvements. Update as required.

G. The Consulting Engineer shall contract with a geotechnical firm for pavement investigation. The costs associated with the work shall be paid by the Consulting Engineer to the geotechnical firm and shall be included in the Professional Services Agreement.

1. Gather five (5) borings to a maximum depth of 15 feet or refusal to determine rock depths within the project limits. Holes in pavement will be filled in with asphalt patch. Traffic control for the coring will include orange cones and advanced warning signs.

H. Analyze the storm drainage needs along the project.

1. Evaluate capacity and condition of existing storm sewer system. Determine system improvements to be included with project. Condition assessment shall be performed by City.
2. Analyze 10-year gutter spread, and 10-year storm event capacity of enclosed storm sewer system.

3. Review watershed areas for all streams and basins draining onto the proposed roadway.

I. Develop basemap from survey information. Basemap shall be at a scale of 1"=20 ft. showing contours at 2-foot intervals, existing property lines, owner information, and existing utility information as determined from surveyed utility locates, visible features and/or facility maps.

1.02. Prepare Preliminary Plans

A. Cover sheet.

B. General notes and legend.

C. Typical sections.

D. Preliminary survey reference sheet.

E. Surface drainage design.

1. Identify storm sewer system capacity, maintenance and replacement needs.

2. Drainage area maps.

3. Pavement spread and inlet spacing calculations.

4. Inlet and other structure design calculations.

5. Hydraulic grade calculations.

F. Plan and Profile sheets.

1. Plan scale = 1"=20 ft.

2. Profile scale H:1"= 20 ft., V:1"=5 ft.

G. Intersection layouts, cul-de-sac profiles and layouts, and side street profiles.

H. Sanitary sewer plan and profile sheets

I. Preliminary traffic control for construction plan sheets.

J. Preliminary street lighting.

1. Pole locations.

2. Define design parameters.

K. Preliminary pavement marking, signing.

L. Cross sections every 25 feet, including driveway profiles.

M. ISR wall profiles as required for the project.

1.03 Perform quality assurance review.

1.04 Submit three (3) half-size sets and a PDF of preliminary plans and opinion of probable construction cost to the City.

A. The preliminary opinion of probable project costs should be itemized by unit of work and a 15-percent contingency. Quantities shall be itemized for each street and summarized for the total project. Compare to City budget.

B. Prepare and submit request for design exception, if necessary.

C. Prepare property schedule which includes driveway replacement, and restoration information (i.e. sod, trees, fence, etc.).

1.05 Submit preliminary plans to utility companies for their use in preparing plans for

relocations.

1.06 Meet with City as necessary in connection with preliminary plans. (Assume up to one (1) meeting).

1.07 Preliminary plan review meeting and field check to be performed with representatives of the Consulting Engineer and the City.

A. Address red-lines/mark-up, revisions and comments.

1.08 Prepare right-of-way and easements documents.

A. Describe right-of-way and easements necessary to complete project.

1. Furnish legal descriptions (sealed by Kansas PLS and legal forms for up to 30 properties/tracts).

2. Furnish necessary title information (ownership/encumbrance documents).

3. Maps and sketches as follows:

a. Right-of-way plans: Update field check plan and profile sheets to show all proposed takings. Provide up to one full-size and three (3) half-size sets of plans.

b. Individual tract maps of takings for each ownership including:

(1.) Title block

(2.) Ownership boundaries

(3.) Existing rights-of-ways and easements

(4.) Proposed takings identified with text and graphically.

(5.) Legend for taking type.

(6.) Graphical scale and north arrow

(7.) Ownership information

(8.) Legal description of all takings

4. Electronic copies of sealed legal descriptions, easement documents and exhibits shall be provided. Legal descriptions and documents shall be provided in digital format compatible with Microsoft Word 7.0. Exhibits shall be provided in color PDF format.

5. Revise legal descriptions and ownerships as required. (Assume 10 percent of tracts change ownership).

1.09 Public Information:

A. Prepare for and attend two (2) public information meetings to explain the project to property owners and key stakeholders, and to receive public comments at a time and place arranged for by the City. The meetings will be at right-of-way/easement acquisition and prior to construction starting.

1. The City will prepare and mail information letters for public meetings.

2. Prepare exhibits appropriate for each meeting. Exhibits will include full-size plan and profile sheets, frequently asked questions (FAQ) information sheet, sign-in sheet and half-size sets of plans for reference.

3. Have persons available to explain the proposed work and to answer questions.

B. The Consulting Engineer will be available to meet with City staff and

concerned property owners as directed by the City to discuss the project at any time throughout the project. Two (2) individual property owner meetings included in Basic Scope.

1.10 Permitting:

- A. Prepare the necessary plans and applications for permit submission to and approval of City land disturbance and NPDES land disturbance permits. No other permit activities are anticipated to be required under this Basic Scope of Services. If additional permitting is required the work shall be done under a supplemental agreement.
- B. Coordinate with BNSF Railroad with regard to construction of improvements adjacent to the railroad tracks and/or within BNSF right-of-way. Assist the City with preparation of required permit applications.

Phase 2 - Final Design

2.01 Prepare detailed plans and specifications.

- A. Cover sheet.
- B. General notes and legend.
- C. Survey reference information.
- D. Typical sections.
- E. Surface drainage design.
 - 1. System layout, finalize pavement spread and inlet calculations.
 - 2. Storm sewer profiles.
 - 3. Confirm hydraulic grade calculations.
- F. Plan and Profile sheets.
 - 1. Plan scale = 1"= 20 ft., north arrow and sheet name indicated.
 - 2. Profile scale H:1= 20 ft. V:1"=5 ft.
- G. Sanitary sewer plan and profile sheets.
- H. Property schedule, including driveway replacement and restoration items.
- I. Intersection and cul-de-sac details with pavement dimensions, stations and offsets indicated. Also includes curb return stations, elevations, curb type (wet/dry), drainage arrows and grid of final surface elevations for major intersections and gutter control for minor intersections on critically flat slopes.
- J. Side street profiles.
- K. Individual sidewalk ramp design and details per ADA requirements.
- L. Street lighting.
 - 1. Pole locations shall be based on standard spacing.
 - 2. Design parameters.
 - 3. Circuit information including control center locations.
- M. Pavement marking and signing.
- N. Cross sections every 25 feet, including driveway profiles.

- O. Traffic control plan and construction phasing for each phase of the project.
- P. Erosion and sediment (E&S) control plans, details and estimated quantities meeting KDOT and NPDES requirements. Notes on plans shall include the intent of the erosion and sediment controls. Include pay items for each item to be used for E&S control. The E&S control plan shall include sequencing of the controls as may be needed to coordinate with construction phasing.
- Q. Design and detailing ISR walls. Non-ISR walls are NOT included in the Basic Scope of Services.
- R. Standard and special construction detail sheets.
- S. Summary of bid quantities.
- 2.02** The City will prepare project manual. The Consultant shall provide the schedule of values (bid form), measurement and payment section, and special conditions.
- 2.03** Perform quality assurance review.
- 2.04** Schedule and attend four (4) utility coordination meetings during design phases. Prepare agenda, minutes, and schedule of utility conflicts for each meeting.
 - A. Provide plans and electronic base maps to all utilities for their use in developing relocation plans.
- 2.05** Prepare a detailed opinion of probable cost.
 - A. Include an appropriate contingency.
 - B. Compare to previous opinions and City budget.
 - C. Estimate time required to complete construction.
- 2.06** Submit three (3) half-size sets and a PDF of final plans and opinion of probable construction cost to the City for review.
 - A. Provide information as needed for City to prepare design summary document.
 - B. Provide plan modifications based on review comments received from City.
- 2.07** Address final plan review comments and prepare bid documents.
- 2.08** Submit bid documents to City in reproducible format.
 - A. At the completion of the project design, furnish to the City the CAD drawings of the project in AutoCAD format for the City's future use. The record contract documents for the project will be the original sealed drawings. In addition, furnish plans in .pdf and .tif formats. TIFF images in compressed CCITT, group 4 at 200 dpi format. Specifications to be provided in native, .pdf, and .tif formats.
 - B. Provide PDF bid documents to City for electronic bidding by City.
- 2.09** Prepare Stormwater Pollution Prevention Plan (SWPPP) including erosion and sediment control plans. SWPPP shall follow the city of Olathe template and conform to KDHE requirements. Provide to two (2) copies prior to bidding.
- 2.10** Meet with City as necessary during preparation of final plans. Assume one (1) meeting.

Phase 3 Bidding

- 3.01** Answer Contractor questions during the bid period.
- 3.02** Prepare addenda to the bidding documents as required and/or necessary.

- 3.03** Submit engineer's estimate electronically prior to bid opening.
- 3.04** Attend bid opening.
- 3.05** Assist the City in analyzing bids and making recommendation for award of the construction contract. Bid tabulation is generated through electronic bidding.
- 3.06** Attend a pre-construction conference with representatives of the City, the successful bidder and utilities. Prepare meeting agenda and notes.
- 3.07** Provide two (2) full-size and eight (8) half-size sets of plans, and eight (8) contract/project manuals. The City shall provide the executed contract/project manual to the Consultant for printing.

Phase 4 Construction Services

- 4.01** Be available for discussion and consultation during the construction phase. Full-time construction observation and administration services will be the responsibility of the City.
- 4.02** Review shop drawings and be available for consultation with the City during construction. (Assume limited shop drawing review. City will review majority of submittals.)
 - A. Precast inlets, manholes and other drainage structures.
- 4.03** Attend up to 3 construction progress meetings as directed by the City.
- 4.04** Prepare plan revisions as necessitated by conditions encountered in the field during construction, with the exception of traffic control plans.
- 4.05** Prepare final record drawings from City provided redlines that reflect:
 - A. All change orders.
 - B. Minor design changes.
 - C. Changes made in the field by City representatives and marked on the construction plan set.
 - D. Provide record drawings in AutoCAD and PDF formats, as well as .tif format and GIS shape files.
- 4.06** Post Construction Monumentation:
 - A. Post-construction survey monumentation for property pins that are disrupted by construction activities is NOT included in the Basic Scope of Services.

Completion Time:

The Consulting Engineer hereby agrees to complete field check and right of way plans suitable for a public information meeting including easement and right-of-way descriptions and tract maps (Task 1) by **August 30, 2019**, and to complete all work necessary for final plans by **October 11, 2019**. Advertising for bids will occur by **January 6, 2020**.

SERVICES TO BE PROVIDED BY THE CITY:

1. Electronic copy of the plans of designed and constructed improvements adjacent to the project.
2. GIS information from AIMS, including utility facilities and services.
3. Sanitary sewer videos for service locations.
4. Notifications/letters for public meetings.
5. Easement acquisition.
6. Assistance in obtaining approval from regulatory agencies.
7. Payment of permit fees required by regulatory agencies and railroads.
8. Legal advertisement for public bids.

ADDITIONAL SERVICES COVERED BY CONTINGENCY FEE


A contingency amount is of \$15,000.00 is included in this Agreement to cover additional services that may be required but the scope of which cannot be defined before design. Prior to commencing any additional services such services must be requested or authorized in writing by City. The Consulting Engineer 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 provided. These services include but are not necessarily 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.
- Purchase of ownership and encumbrance documents for properties requiring permanent easement or right-of-way acquisition.
- Preparation of easement documents and tract maps for more properties than included in the Basic Scope of Services.
- Post-construction survey monumentation for property pins that are disrupted by construction activities.
- 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.
- Providing full-time construction observation and administration services.
- 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.

EXHIBIT C
Fee & Rate Schedule

EXHIBIT C

		Cedar Street (S. Parker Street to east end of cul-de-sac at the BNSF tracks) Improvement Project													Date:	4/18/2019
		P.N. 3-R-001-20 - Cedar Street Improvements													Client:	Olathe, KS
		P.N. 1-R-001-19 - Cedar Street Sanitary Sewer Rehabilitation													Affinis Proj. No.	19-0650.02
		City of Olathe, Kansas													Made By:	KELG/CJF/KMG
		For 4,300 Lf. of design	Senior Proj.	Engineer II	Intern	Design	Design	CADD	CADD	Land	Land	2-Man	Proj. Related	LABOR	DIRECT EXPENSES	TOTAL
			Mgr		Engineer	Tech II	Tech I	Tech. II	Tech. I	Surveyor III	Surveyor II	Crew	Support	COSTS	ITEM	FEE
Tasks			\$235.00	\$135.00	\$105.00	\$140.00	\$110.00	\$100.00	\$85.00	\$175.00	\$115.00	\$185.00	\$90.00			
		TASK 1. PRELIMINARY DESIGN														
1.01		Data Collection														
A		Attend Pre-Design Meeting	2	2									1	\$ 830.00		\$ 830.00
B		Design Criteria/Prepare Design Memo		4									1	\$ 630.00		\$ 630.00
C		Detailed project schedule	2											\$ 470.00		\$ 470.00
D		Schedule & coordinate activities with City		2										\$ 270.00		\$ 270.00
E		Field Data Collection (4,300 Lf.)														
	1.	Establish Land Corners, Horiz. & Vert. control								2	8	24		\$ 5,710.00		\$ 5,710.00
	2.	Topo Surveys										188		\$ 34,780.00		\$ 34,780.00
	3.	Property Corner Location										16		\$ 2,960.00		\$ 2,960.00
	4.	Utility Coord. & Locates									16	16		\$ 4,800.00		\$ 4,800.00
	5.	Centerline Staking									8	16		\$ 3,880.00		\$ 3,880.00
	6.	Field staking (for utility relocations)									4	8		\$ 1,940.00		\$ 1,940.00
	7.	Submit Land Corner records								2	8			\$ 1,270.00		\$ 1,270.00
F		Ownership & Abutting Property Information														
	1.	Plat Information									4			\$ 460.00	Plats, maps	\$ 560.00
	2.	Ownership Info & spreadsheet prep						16		4	16		16	\$ 5,340.00		\$ 5,340.00
	3.	Review Record Drawings and Plans									4			\$ 460.00		\$ 460.00
G		Geotechnical investigation		2										\$ 270.00	Geotech	\$ 6,270.00
H		Storm drainage analysis	2	16	24									\$ 5,150.00		\$ 5,150.00
I		Survey Basemap Preparation							120	8	40			\$ 16,200.00		\$ 16,200.00
1.02		Preliminary Plans														
A		Cover Sheet						2						\$ 200.00		\$ 200.00
B		General notes & legend						2						\$ 200.00		\$ 200.00
C		Typical Sections				4		12						\$ 1,760.00		\$ 1,760.00
D		Survey Reference sheet									8			\$ 920.00		\$ 920.00
E		Surface Drainage Design	2	8	40		32	24						\$ 11,670.00		\$ 11,670.00
F		Plan & Profile Sheets	2	16	16	4	48	32						\$ 13,350.00		\$ 13,350.00
G		Intersection & CDS Layouts/Side street profiles		4	16	4	40	40						\$ 11,180.00		\$ 11,180.00
H		Sanitary sewer design	8	16		40	16	40						\$ 15,400.00		\$ 15,400.00
I		Preliminary Traffic Control	2	8			16							\$ 3,310.00		\$ 3,310.00
J		Preliminary Street Lighting	2	16			32							\$ 6,150.00		\$ 6,150.00
K		Preliminary Pavement Marking & Signing	2	4			8							\$ 1,890.00		\$ 1,890.00
L		Cross Sections (25-ft intervals)		8	24	4	24							\$ 6,800.00		\$ 6,800.00
M		Retaining Walls				4								\$ 560.00		\$ 560.00
1.03		Quality Assurance Review	4	8		4	8	8						\$ 4,260.00		\$ 4,260.00
1.04		Submit Preliminary Plans, POPCC & Property Schedule to City		8	16		8	8					2	\$ 4,620.00		\$ 4,620.00
1.05		Submit Preliminary Plans to Utility Companies				2							4	\$ 640.00		\$ 640.00
1.06		Project Progress Meeting with City (1)	2	2									2	\$ 920.00		\$ 920.00
1.07		Field Check & Preliminary Plan Review	8	8									2	\$ 3,140.00		\$ 3,140.00
A		Address comments/mark-ups		8	16	8	16	16						\$ 7,240.00		\$ 7,240.00
1.08		Right-of-Way and Easements														
A		Prepare Easement Descriptions, Documents & Tract Maps (approx. 30 parcels)		4	4				24	4	24		4	\$ 6,820.00		\$ 6,820.00
1.09		Public Information Meetings														
		R/W Public Information Meetings	4	4		2							2	\$ 1,880.00		\$ 1,880.00
		Pre-Construction Public Information Meeting	4	4		2							2	\$ 1,880.00		\$ 1,880.00
		Individual property owner meetings/consultation (3)	4	4		2								\$ 1,700.00		\$ 1,700.00
1.10		Permitting												\$ -		\$ -
		NOI & Land Disturbance		4	8								2	\$ 1,560.00		\$ 1,560.00
		Railroad		4	8								2	\$ 1,560.00		\$ 1,560.00
															Printing	\$ 500.00
															Mileage	\$ 500.00
		Subtotal Task 1- Hours	50	164	172	74	254	184	160	20	140	268	40			
		Subtotal Task 1- Cost	\$11,750.00	\$22,140.00	\$18,060.00	\$10,360.00	\$27,940.00	\$18,400.00	\$13,600.00	\$3,500.00	\$16,100.00	\$49,580.00	\$3,600.00	\$ 195,030.00	\$ 7,100.00	\$ 202,130.00



		Cedar Street (S. Parker Street to east end of cul-de-sac at the BNSF tracks) Improvement Project													Date:	4/18/2019
		P.N. 3-R-001-20 - Cedar Street Improvements													Client:	Olathe, KS
		P.N. 1-R-001-19 - Cedar Street Sanitary Sewer Rehabilitation													Affinis Proj. No.	19-0650.02
		City of Olathe, Kansas													Made By:	KELG/CJF/KMG
	For 4,300 Lf. of design	Senior Proj.		Intern	Design	Design	CADD	CADD	Land	Land	2-Man	Proj. Related	LABOR		DIRECT EXPENSES	TOTAL
		Mgr	Engineer II	Engineer	Tech II	Tech I	Tech. II	Tech. I	Surveyor III	Surveyor II	Crew	Support	COSTS	ITEM	COST	FEE
Tasks		\$235.00	\$135.00	\$105.00	\$140.00	\$110.00	\$100.00	\$85.00	\$175.00	\$115.00	\$185.00	\$90.00				
	TASK 2. FINAL DESIGN															
2.01	Final Plans															
A	Cover Sheet						1						\$ 100.00			\$ 100.00
B	General notes & legend						2						\$ 200.00			\$ 200.00
C	Survey Reference sheet						2						\$ 200.00			\$ 200.00
D	Typical Sections						4						\$ 400.00			\$ 400.00
E	Drainage Design			8	8	24	24						\$ 7,270.00			\$ 7,270.00
F	Plan & Profile Sheets	2	16	16		24	24						\$ 9,350.00			\$ 9,350.00
G	Sanitary sewer	8	16		24	24	16						\$ 11,640.00			\$ 11,640.00
H	Property schedule			16			16						\$ 3,280.00			\$ 3,280.00
I	Intersection Details		4		8	8	16						\$ 4,140.00			\$ 4,140.00
J	Side street profiles		4			16							\$ 2,300.00			\$ 2,300.00
K	ADA Ramp Details			16	8	40							\$ 7,200.00			\$ 7,200.00
L	Street Lighting	4	8			24							\$ 4,660.00			\$ 4,660.00
M	Pavement Marking & Signing		8			8							\$ 1,960.00			\$ 1,960.00
N	Cross Sections (25-ft intervals) w/drive profiles		4			16	32						\$ 5,500.00			\$ 5,500.00
O	Traffic Control Plans	2	8			16							\$ 3,310.00			\$ 3,310.00
P	Erosion Control Plans		4	8			16						\$ 2,980.00			\$ 2,980.00
Q	Retaining Wall Profiles					4							\$ 440.00			\$ 440.00
R	Standard & Special Details		2		4	16	16						\$ 4,190.00			\$ 4,190.00
S	Summary of quantities			16			8						\$ 2,480.00			\$ 2,480.00
2.02	Project Manual - SOV, M&P, SP	2	24	8								2	\$ 4,730.00			\$ 4,730.00
2.03	Quality Assurance Review	8	8		8	8							\$ 4,960.00			\$ 4,960.00
2.04	Utility Coordination (4 meetings)	8	24	40								8	\$ 10,040.00			\$ 10,040.00
A	Provide plans & electronic files					4							\$ 440.00			\$ 440.00
2.05	Detailed Opinion of Probable Cost	2	8	16									\$ 3,230.00			\$ 3,230.00
2.06	Submit final plans to City		4			4							\$ 980.00			\$ 980.00
2.07	Address final plan comments & prepare bid documents	2	8	8	8	24	16					2	\$ 7,930.00			\$ 7,930.00
2.08	Submit bid documents to City		2										\$ 270.00			\$ 270.00
2.09	SWPPP		2	8								4	\$ 1,470.00			\$ 1,470.00
2.10	Project Progress Meeting with City (1)	2	2									2	\$ 920.00			\$ 920.00
														Printing	\$ 600	\$ 600.00
														Mileage	\$ 100	\$ 100.00
	Subtotal Task 2- Hours	40	158	160	68	260	193	0	0	0	0	18				
	Subtotal Task 2- Cost	\$9,400.00	\$21,330.00	\$16,800.00	\$9,520.00	\$28,600.00	\$19,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,620.00	\$ 106,570.00		\$ 700	\$ 107,270.00
	TASK 3. BIDDING															
3.01	Consultation during bid period	8	24	8									\$ 5,960.00			\$ 5,960.00
3.02	Prepare addenda	2	8	4								2	\$ 2,150.00			\$ 2,150.00
3.03	Submit Engineer's Estimate		4										\$ 540.00			\$ 540.00
3.04	Bid Opening	2											\$ 470.00			\$ 470.00
3.05	Analyze Bids & Award Recommendation	2											\$ 470.00			\$ 470.00
3.06	Pre-Construction Conference	2											\$ 470.00			\$ 470.00
3.07	Construction documents (plans & project manuals)	2										2	\$ 650.00			\$ 650.00
														Printing	\$ 1,000	\$ 1,000.00
														Mileage	\$ 100	\$ 100.00
	Subtotal Task 3 - Hours	16	36	12	0	0	0	0	0	0	0	2				
	Subtotal Task 3 - Cost	\$3,760.00	\$4,860.00	\$1,260.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$180.00	\$ 10,060.00		\$ 1,100.00	\$ 11,810.00


		<u>Cedar Street (S. Parker Street to east end of cul-de-sac at the BNSF tracks) Improvement Project</u>													Date:	4/18/2019													
		P.N. 3-R-001-20 - Cedar Street Improvements													Client:	Olathe, KS													
		P.N. 1-R-001-19 - Cedar Street Sanitary Sewer Rehabilitation													Affinis Proj. No.	19-0650.02													
		City of Olathe, Kansas													Made By:	KELG/CJF/KMG													
		For 4,300 l.f. of design	Senior Proj.		Intern	Design	Design	CADD	CADD	Land	Land	2-Man	Proj. Related	LABOR	DIRECT	EXPENSES	TOTAL												
Tasks			Mgr	Engineer II	Engineer	Tech II	Tech I	Tech. II	Tech. I	Surveyor III	Surveyor II	Crew	Support	COSTS	ITEM	COST	FEE												
			\$235.00	\$135.00	\$105.00	\$140.00	\$110.00	\$100.00	\$85.00	\$175.00	\$115.00	\$185.00	\$90.00																
		TASK 4 CONSTRUCTION SERVICES																											
4.01		Discussion & Consultation During Construction	4	24									4	\$ 4,540.00			\$ 4,540.00												
4.02		Review Shop Drawings (Roadway/Storm Sewer)	1	4	16								1	\$ 2,545.00			\$ 2,545.00												
		Review Shop Drawings (Sanitary Sewer)	1	4	16								1	\$ 2,545.00			\$ 2,545.00												
4.03		Progress meetings (3, as requested)	2	6										\$ 1,280.00			\$ 1,280.00												
4.04		Prepare Plan Revisions for Field Changes (Excludes Traffic Control)		4			8	8						\$ 2,220.00			\$ 2,220.00												
4.05		Final Record Drawings		2			4	8						\$ 1,510.00			\$ 1,510.00												
															Printing	\$ 200	\$ 200.00												
															Mileage	\$ 100	\$ 100.00												
		Subtotal Task 4 -Hours	8	44	32	0	12	16	0	0	0	0	6																
		Subtotal Task 4 -Cost	\$1,880.00	\$5,940.00	\$3,360.00	\$0.00	\$1,320.00	\$1,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$540.00	\$ 14,640.00		\$ 300.00	\$ 14,940.00												
		GRAND TOTAL HOURS	114	402	376	142	526	393	160	20	140	268	66				2607												
		GRAND TOTAL FEE	\$26,790.00	\$54,270.00	\$39,480.00	\$19,880.00	\$57,860.00	\$39,300.00	\$13,600.00	\$3,500.00	\$16,100.00	\$49,580.00	\$5,940.00	\$326,300.00		\$ 9,200.00	\$ 335,500.00												
		GRAND TOTAL FEE + CONTINGENCY														\$ 15,000.00	\$ 350,500.00												
<table><tr><td colspan="2">City Projects Summary</td></tr><tr><td>PN 3-R-001-20</td><td>\$ 298,085.00</td></tr><tr><td>PN 1-R-001-19</td><td>\$ 37,415.00</td></tr><tr><td>Subtotal</td><td>\$ 335,500.00</td></tr><tr><td>Contingency</td><td>\$ 15,000.00</td></tr><tr><td>GRAND TOTAL - FEE</td><td>\$ 350,500.00</td></tr></table>																		City Projects Summary		PN 3-R-001-20	\$ 298,085.00	PN 1-R-001-19	\$ 37,415.00	Subtotal	\$ 335,500.00	Contingency	\$ 15,000.00	GRAND TOTAL - FEE	\$ 350,500.00
																		City Projects Summary											
																		PN 3-R-001-20	\$ 298,085.00										
																		PN 1-R-001-19	\$ 37,415.00										
																		Subtotal	\$ 335,500.00										
																		Contingency	\$ 15,000.00										
GRAND TOTAL - FEE	\$ 350,500.00																												

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)
04/15/2019

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 E-MAIL ADDRESS: mwilks@holmesmurphy.com	FAX (A/C, No): 866 501-3940
INSURED Affinis Corp. 8900 Indian Creek Parkway, Suite 450 Overland Park, KS 66210		INSURER(S) AFFORDING COVERAGE INSURER A: TRAVELERS IND CO OF AMER INSURER B: TRAVELERS IND CO INSURER C: TRAVELERS CAS & SURETY CO INSURER D: XL SPECIALTY INS CO INSURER E: INSURER F:	NAIC # 25666 25658 19038 37885

COVERAGES

CERTIFICATE NUMBER: 55944851

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:	X	6805G548660	01/22/19	01/22/20	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
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	X	BA5G550747	01/22/19	01/22/20	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	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	UB9J091601	01/22/19	01/22/20	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability		DPR9935763	01/22/19	01/22/20	Each Claim 2,000,000 Ann'l Aggr 2,000,000

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

Re: Project No. 3-R-001-20, Cedar Street Improvements. The City of Olathe is added as additional insured on the commercial general and commercial auto policies as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Olathe 100 E. Santa Fe Street Olathe, KS 66061-3409 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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amcneillks
55944851

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.