

PROFESSIONAL SERVICES AGREEMENT

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

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

Upper Mill Creek, Prairie to Cedar, Stormwater Improvements
Project No. 2-C-030-18

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 \$875,340, 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 \$170,825 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 modifications in authorized Project scope, modifications of drawings, or 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, 2022.

SECTION III - RESPONSIBILITIES OF CONSULTANT

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

A. PRELIMINARY DESIGN PHASE

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

submittals as specifically requested by City. Because Consultant has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet project schedules, 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 Professional 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**. 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 and the Parties shall mutually agree in writing the amount of any adjustments to the Total Fee and/or Schedule required as a result of such revision.

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, if set forth in Exhibit B, 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: Kevin Wallace, HNTB. 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 prepared and 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.

H. RIGHT TO RELY

Notwithstanding anything to the contrary contained herein, City represents to Consultant that Consultant may reasonably rely on any content, information, materials, and documents provided by City, or any other Project participants, in connection with Consultant's performance of the Professional Services pursuant to this Agreement. City further represents that Consultant shall not be responsible for verifying or ensuring such content, information, materials, and documents do not violate or infringe any law or other third party rights. City shall indemnify Consultant for any infringement claims resulting from Consultant's use of such content, information, materials, or documents. Consultant shall not be liable for any errors,

omissions, or deficiencies in Consultant's Professional Services resulting from inaccurate or inadequate content, information, materials, and documents furnished by 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; (2) provide a cure or submit a plan for cure in the case of City's notice for cause; or (3) 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
100 E. Santa Fe
P.O. Box 768
Olathe, KS 66051-0768

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

2. **Compensation for Convenience Termination:** If City terminates for its convenience as provided herein, City will compensate Consultant for all Professional Services completed and accepted and reimbursable expenses incurred to the date of its receipt of the termination notice and any additional Professional Services and reimbursable expenses requested by City to bring the Project to reasonable termination. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed.
3. **Compensation for Cause Termination:** If City terminates for cause or default on the part of Consultant, City will compensate Consultant for the reasonable cost of Professional Services and reimbursable expenses completed and accepted to date of its receipt of

the termination notice. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed. City also retains all its rights and remedies against Consultant including but not limited to its rights to sue for damages, interest and attorney fees.

4. Incomplete Documents: Neither Consultant nor its subcontractors will be responsible for errors or omissions in documents which are incomplete because of an early termination under this Section, or Consultant having been deprived of the opportunity to complete such documents and prepare them to be ready for construction.
5. Termination for Lack of Funds: If, for whatever reason, adequate funding is not made available to City to support or justify continuation of the level of Professional Services to be provided by Consultant under this Agreement, City may terminate or reduce the amount of Professional Services to be provided by Consultant under this Agreement. In such event, City will notify Consultant in writing at least thirty (30) days in advance of such termination or reduction of Professional Services for lack of funds.

B. DISPUTE RESOLUTION

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

C. OWNERSHIP OF CONSULTANT DOCUMENTS

Consultant will provide City a copy of all final Consultant Documents, including but not limited to prints, reproductions, reports, plans, specifications and related documents, which will, upon full payment to Consultant therefor, 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. The Parties agree and acknowledge that the Consultant Documents are not intended or represented to be suitable for reuse by the City or others on modifications or extensions of the Project or on any project, however, provided that 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. Notwithstanding anything to the contrary contained herein, any tools,

systems or information used by Consultant to provide the Professional Services hereunder, including computer software (object code and source code), know-how, methodologies, equipment or processes and the intellectual property inherent therein and appurtenant thereto, shall remain the sole and exclusive property of Consultant or its suppliers. Additionally, the Parties agree that any Consultant Documents or work product provided on electronic media is for convenience only and the City's reliance on such Consultant Documents and/or work product stored on electronic media is limited to the printed copies that are signed or sealed by Consultant and any electronic copies thereof. If there is a discrepancy between the electronic copies and the hard copies, the hard copies shall govern.

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 its officers or employees 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. Intentionally Omitted

M. COVENANT AGAINST CONTINGENT FEES

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

its discretion, deduct from the Total Fee or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

N. COMPLIANCE WITH LAWS

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

O. TITLES, SUBHEADS AND CAPITALIZATION

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

P. SEVERABILITY CLAUSE

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

Q. AMBIGUITY CLAUSE AND HIERARCHY OF INTERPRETATION

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

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

[The remainder of this page is intentionally left blank.] (If this sentence is on a page by itself, remove this entire paragraph.)

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

HNTB Corporation

By: 
Kevin Wallace, Vice President
7400 W. 129th St., Overland Park, KS 66213

**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

Mill Creek, Prairie to Cedar, Phase 1, Stormwater Improvements: This project is a stormwater improvement project that is being administered by the City of Olathe and is funded jointly by the City and the Johnson County Stormwater Management Program. The project goals are to:

- Alleviate flooding of roadways and habitable structures along Mill Creek through buyout of habitable structures and construction of channel, overbank and bridge improvements from Prairie Street to Santa Fe.
- Include the revisions to the FEMA regulatory floodplain at Cherry and Mulberry (a previous City of Olathe Stormwater project not designed by HNTB) in the FEMA LOMR (Letter of Map Revision) for this Prairie to Cedar, Phase 1 project.
- Replace City of Olathe Sanitary Sewers at Cherry and Spruce Streets.
- Develop a Phase 2 concept design for stormwater improvements from Santa Fe to Cedar Street compatible with the Phase 1 Improvements. Phase 2 services for this base contract are for concept design and preliminary engineering study only.

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

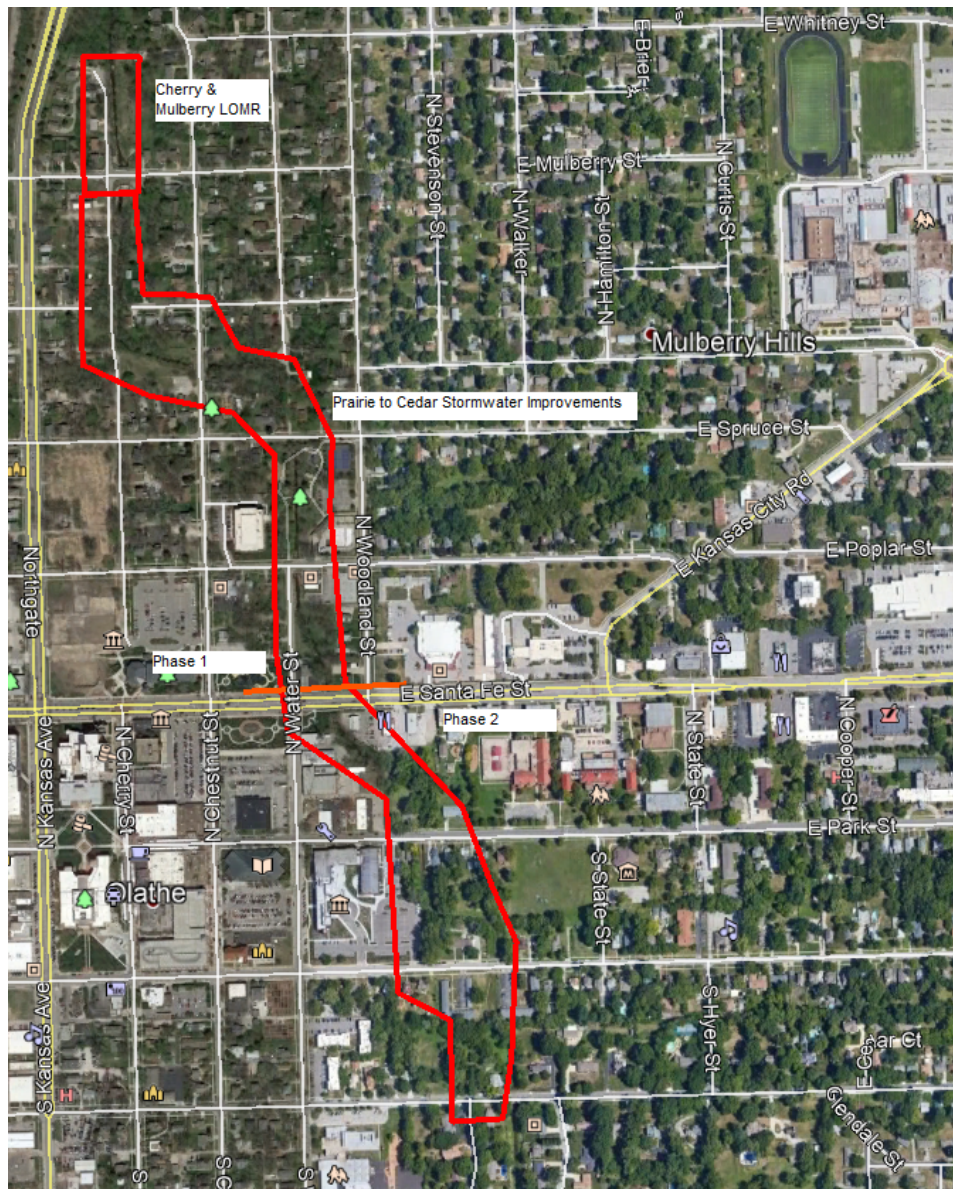


EXHIBIT B
Scope of Services

Mill Creek, Prairie to Cedar, Phase 1, Stormwater Improvements: HNTB's scope of services includes updating the Preferred Concept Presented in the PES, Preparing Preliminary Plans, Environmental Permitting, FEMA Submittals, Utility Relocation Coordination, Final Plan Preparation, Bidding Services Assistance, and Construction Engineering Services Assistance. In addition to HNTB's services, Kaw Valley Engineering, Inc. will provide Field Surveys and Geotechnical Engineering Services. HNTB and Kaw Valley's Scopes are more specifically defined in their attached scope and fee documents. The following assumptions apply to this project's Scope of Services:

Scope Assumptions

- The City will provide AIMS mapping and aerial photography
- This scope of services assumes full closure of Cherry, Chestnut, Spruce, and Poplar streets during Construction.
- Based on the length of the site, we are assuming that approximately 600 feet of sanitary sewer will require relocation due to stormwater improvements. Only sanitary manhole adjustments will be necessary in the remaining project area.
- Waterline relocations or improvements will be limited to three relocations, approximately 200 ft long, at each bridge replacement.
- 4(f) or 6(f) evaluations are not anticipated to be needed for this project and are not included in this scope of services.
- Environmental assessments of houses and structures to be demolished is not included in this scope.
- Property appraisal and direct land acquisition services are not included in this scope of services.
- Staking of proposed easements or right-of-way is not included in this scope of services
- Hydrology for Mill Creek will be from Mill Creek Watershed Study.
- FEMA CLOMR, LOMR, LOMA review fees to be paid by City.
- COE permitting and mitigation fees to be paid by City.
- The structures at Chestnut, Spruce, and Poplar Streets will be single-span reinforced concrete haunched slab bridges. The bridges will have no skew and no curve. Chestnut and Spruce bridges will have similar substructure types, soil conditions, and depth to rock.
- The pedestrian bridge structures will be premanufactured spans with cast-in-place abutments. Both structures will have the same width, span and structural configuration. Abutments will be structurally identical spread footings.
- No special aesthetic treatments will be required for the bridges and retaining walls.
- Up to 1000' of retaining walls will be required with maximum exposed heights ranging from 9.0 to 10.5 feet.
- Top-down construction will be required at 4 retaining wall locations due to site and horizontal clearance constraints. Remaining walls will be cast-in-place.
- No shop drawings will be required for CIP walls, and drilled shaft wall shop drawings will require minimal structural review.
- Ground improvements will not be needed below the retaining walls.
- Ancillary structures at Poplar Street bridge will have unique geometry due to proximity to Water Street. Ancillary structures at remaining bridges will have standard geometry.
- Analysis of enclosed storm sewer systems outletting to the channel for pipe hydraulics, and low point ponding depth. Does not include spread analysis outside of project limits.
- City standard details will be used for curb inlets, junction boxes, and sanitary manholes and no special structural design is required.
- Construction staking, construction observation or administration are not included in this scope of services.
- Monitoring of utility relocation schedule and critical locations includes field visual observation will be performed by the City of Olathe. Services for identification and resolution of conflicts during relocation or construction will be limited to information provided to HNTB by the City of Olathe, Utility companies, or contractor.
- Pothole information of existing utilities will be provided by the utility owners or will be contracted directly by the City.
- Design of lighting improvements or traffic signals is not included in this scope of services.

EXHIBIT B c

Mill Creek, Praire to Cedar, Phase 1, Stormwater Improvements 6/13/2019		Project Manager	Senior Technical Advisor	Project Engineer	Engineer	Technician	Total	Total Costs
Item of Work		\$185	\$210	\$145	\$110	\$135		
Construction Plans: Mill Creek, Praire to Cedar, Phase 1 Stormwater Improvements								
1.1	Data Collection and Concept Design							
1.1.1	Request and assemble plats, as-builts, and AIMS data including aerial imagery, existing contours, existing surface data, existing utility information, and existing right-of-way and parcel line work to create base mapping			1	2	4	7	\$ 905
1.1.2	Hydraulic model from Mulberry to Santa Fe (Phase 1) updated based on field surveys (1 initial alternatives & up to 2 variations on selected alternative)	4	4	30	60		98	\$ 12,530
1.1.3	Hydraulic model from Santa Fe to Loula (Phase 2) updated based on field surveys (1 initial alternative to confirm compatibility of selected Phase 1 Alternative with Phase 2)	4		8	16		28	\$ 3,660
1.1.4	Develop proposed improvement layout file, including Civil / Site considerations for locations of retaining walls, overbank benches, and channeling widening, roadway modifications			10	20	16	46	\$ 5,810
1.1.5	Develop preliminary quantities and initial concept cost estimate	1		10	20		31	\$ 3,835
1.1.6	Concept Memo documenting selected alternative w/ Revised SMP Flood Problem Rating Table	2	1	6	12	8	29	\$ 3,850
1.1.7	Site Visit and Field Check of Survey			2	12		14	\$ 1,610
Data Collection and Concept Design		11	5	67	142	28	253	\$ 32,200
1.2	Preliminary Design							
1.2.1	Title Sheet, General Notes, Survey Reference Sheet, Alignment Detail Sheet	1		4	12	12	29	\$ 3,705
1.2.2	Roadway, Channel Widening, Overbank Benching, and Stream Stabilization Typical Sections	1	1	4	12	12	30	\$ 3,915
1.2.3	InRoads 3D DTM Modeling (Roadways, Channel Widening and Overbank Grading)	1		20	48		69	\$ 8,365
1.2.4	Channel streambank analysis, rock toe and grade control structure layouts	1	4	6	8	8	27	\$ 3,855
1.2.5	Channel / Overbank Plan and Profile Sheets	1		8	16	16	41	\$ 5,265
1.2.6	Channel Grading Plan Sheets (Proposed Contours, Spot elevations, Includes transitions into and out of bridges and transition to existing channel) (Plan Scale 1"=20') (Assume 5 sheets)	1		4	24	8	37	\$ 4,485
1.2.7	Develop roadway horizontal and vertical geometry for reconstructing Cherry Street (includes roadside protection considerations, assumes Chestnut, Spruce and Poplar not raised)	1		6	16		23	\$ 2,815
1.2.8	Roadway Plan and Profile Sheets (plan scale 1"=20') for Cherry, Chestnut, Spruce, and Poplar (Assumes 5 sheets)	1		6	12	12	31	\$ 3,995
1.2.9	Develop Driveway / Entrance / Alley Vertical Profiles and Profile Sheets (Assumes 16 Profiles)	1		2	8	8	19	\$ 2,435
1.2.10	Develop Trail Vertical Profile and Plan / Profile Sheets (plan scale 1"=20) (Assumes 2 sheets for pedestrian bridges within Mill Creek Park only)	1		4	8	8	21	\$ 2,725
1.2.11	Retaining Wall Geometry (Develop Horizontal and Vertical Alignment) (Assume 1000-feet)	1		4	12		17	\$ 2,085
1.2.12	Cross Sections (Road, Channel and Overbank Grading)	1		4	16	10	31	\$ 3,875
1.2.13	Cherry Street Culvert Analysis (Assumes 1 Culvert Profile)	1		4	8	4	17	\$ 2,185
1.2.14	Storm Sewer Evaluation (Assumes 10 Systems)	1		12	40		53	\$ 6,325
1.2.15	Storm Sewer Pipe Profiles including HGLs and Utility Crossings	1		8	18	12	39	\$ 4,945
1.2.16	Drainage Calculation Table, Drainage Area Map	1		2	6	4	13	\$ 1,675
1.2.17	Waterline Plan and Profile Sheets (Scale 1"=20') (Relocations at three bridge crossings - Assumes 600 feet)	1		6	12	12	31	\$ 3,995
1.2.18	Stream Corridor Restoration Layout and Plan Sheet Development including plantings (native & ornamental) (includes coord. w/P&R Dept.)	1		48		24	73	\$ 10,385
1.2.19	Preliminary Quantities and Cost Estimate	2		8	16		26	\$ 3,290
1.2.20	Senior Technical Review / Milestone Plan Review	8	8				16	\$ 3,160
1.2.21	Submit three (3) half-size sets of preliminary plans to City and County SMP for review	1		1		2	4	\$ 600
Preliminary Design		29	13	161	292	152	647	\$ 84,080
1.3	Utility Coordination							
1.3.1	Contact utility companies and request existing facility maps			5			5	\$ 725
1.3.2	During surveys, coordinate with KVE in getting field locates properly marked			5			5	\$ 725
1.3.3	Assess existing utilities and potential conflicts based on concept and survey of field located utilities			10	10		20	\$ 2,550
1.3.4	Develop conceptual Utility Master Plan (relocation scheme) and conceptual relocation schedule		4	10		3	17	\$ 2,695
1.3.5	During Preliminary Design schedule, arrange, prepare for, and attend initial round of "one-on-one" Utility Coordination Meetings. Assume meetings with 5 different utilities. Initial meeting purpose is to confirm location, type, and size of utilities, refine relocation scheme, identify private easements, identify possible ROW taking requirements. Includes follow-up actions (review of private easements and preparation of pot-hole requests)			13		10	23	\$ 3,235
1.3.6	Asses spot-holes (assumes pot-holes obtained by utility owner) information vs. design and provide utilities with results			5	10		15	\$ 1,825
1.3.7	During Final Design schedule, arrange, prepare for, and attend second round of "one-on-one" Utility Coordination Meetings. Assume meetings with 5 different utilities. Second meeting purpose is to finalize Utility Master Plan, determine ROW/UE requirements, determine utility relocation schedule requirements, and estimate relocation costs. Includes follow up actions determined in meeting.			13		7	20	\$ 2,830

EXHIBIT B c

Mill Creek, Praire to Cedar, Phase 1, Stormwater Improvements 6/13/2019		Project Manager	Senior Technical Advisor	Project Engineer	Engineer	Technician	Total	Total Costs
Item of Work		\$185	\$210	\$145	\$110	\$135		
1.3.8	Update Utility Master Plan and schedule for use by City's utility coordinator			4	3		7	\$ 910
1.3.9	On-going correspondence with utilities and City utility coordinator including working sketches to assist in determining relocation requirements and conceptual relocation schedule. (14 months duration during Preliminary and Final Design)		2	40		12	54	\$ 7,840
1.3.10	Assist City with coordination during relocation activity. Includes: assistance with proposed drainage/roadway design information and assistance with minor variations to relocation design (assumes 6 months of utility relocations)		2	12		12	26	\$ 3,780
Utility Coordination			8	117	23	44	192	\$ 27,115
1.4	Right of Way Development							
1.4.1	Prepare preliminary taking linework	1		4	6	4	15	\$ 1,965
1.4.2	Coordinate development of legal descriptions with Kaw Valley			1		3	4	\$ 550
1.4.3	Prepare color tract maps (assume 35 tracts)			8		30	38	\$ 5,210
1.4.4	Prepare and maintain summary of takings				4		4	\$ 440
1.4.5	Prepare Front End Documents For 53 takings on 35 tracts	1		10	30		41	\$ 4,935
1.4.6	Review and submit ROW package	1		3			4	\$ 620
1.4.7	Coordinate with appraiser during acquisition			6			6	\$ 870
1.4.8	Update tract maps and right-of-way documents based on land acquisition process comments related to proposed ROW.	1		8		12	21	\$ 2,965
Right of Way Development		4		40	40	49	133	\$ 17,555
1.5	Bridge Design and Structural Details							
	Structural Concepts							
1.5.1	Wall Concept (7 walls)		2	8	4		14	\$ 2,020
1.5.2	Bridge Concept (3 open span, 2 pedestrian)		2	8	4		14	\$ 2,020
1.5.3	Concept Cost Estimate			4	4		8	\$ 1,020
	Preliminary Design							
1.5.4	Site visit and collection of existing information.		2	6	6		14	\$ 1,950
	Structure Type Alternative Studies (maximum of 2 per bridge) & Preliminary Bridge Design							
1.5.5	Chestnut Street		2	6	4		12	\$ 1,730
1.5.6	Spruce Street		2	6	4		12	\$ 1,730
1.5.7	Poplar Street		2	6	4		12	\$ 1,730
	Open Span Bridge Field Check Plans							\$ -
1.5.8	Chestnut Street			8	16	16	40	\$ 5,080
1.5.9	Spruce Street			8	16	16	40	\$ 5,080
1.5.10	Poplar Street			8	16	16	40	\$ 5,080
1.5.11	Pedestrian Bridge Field Check Plans		2	8	16	12	38	\$ 4,960
	Retaining Wall Field Check Plans							\$ -
1.5.12	Drilled Shaft/Top-down Walls			4	8	8	20	\$ 2,540
1.5.13	Cast-in-place Walls			4	8	8	20	\$ 2,540
1.5.14	Preliminary Cost Estimate			8	4		12	\$ 1,600
1.5.15	Quality Control		8				8	\$ 1,680
	Final Design							
1.5.16	Develop & coordinate design criteria with other disciplines and Client.		2	4	2		8	\$ 1,220
1.5.17	Open Span Bridge at Chestnut St. (assume single span haunched slab bridge, no curve or skew)							
	Prepare general notes and tabular summary of bridge pay quantities.		2	8	4	4	18	\$ 2,560
	Prepare General Plan & Elevation sheet			4	8	8	20	\$ 2,540
	Final design and construction details for superstructure components.		4	28	28	24	84	\$ 11,220
	Substructure Design Investigation		2	12	8		22	\$ 3,040
	Final design and construction details for substructure components.		4	32	32	24	92	\$ 12,240
	Prepare details for barrier and handrails.		2	8	8	8	26	\$ 3,540
	Prepare schedule of reinforcing and quantity calcs for all contract pay items.			12	16	8	36	\$ 4,580
	Superstructure Live Load Ratings			12	8		20	\$ 2,620
1.5.18	Open Span Bridge at Spruce St. (assume single span haunched slab bridge, no curve or skew)							
	Prepare general notes and tabular summary of bridge pay quantities.		2	8	4	4	18	\$ 2,560
	Prepare General Plan & Elevation sheet			4	8	8	20	\$ 2,540
	Final design and construction details for superstructure components.		4	28	28	24	84	\$ 11,220
	Substructure Design Investigation							\$ -
	Final design and construction details for substructure components.		4	32	32	24	92	\$ 12,240
	Prepare details for barrier and handrails.		2	8	8	8	26	\$ 3,540
	Prepare schedule of reinforcing and quantity calcs for all contract pay items.			12	16	8	36	\$ 4,580
	Superstructure Live Load Ratings			12	8		20	\$ 2,620
1.5.19	Open Span Bridge at Poplar St. (assume single span haunched slab bridge, no curve or skew)							
	Prepare general notes and tabular summary of bridge pay quantities.		2	8	4	4	18	\$ 2,560
	Prepare General Plan & Elevation sheet			4	8	8	20	\$ 2,540
	Final design and construction details for superstructure components.		4	28	28	24	84	\$ 11,220
	Substructure Design Investigation		2	12	8		22	\$ 3,040
	Final design and construction details for substructure components.		4	32	32	24	92	\$ 12,240
	Prepare details for barrier and handrails.		2	8	8	8	26	\$ 3,540
	Prepare schedule of reinforcing and quantity calcs for all contract pay items.			12	16	8	36	\$ 4,580
	Superstructure Live Load Ratings			12	8		20	\$ 2,620
	Bridge Task Management			32			32	\$ 4,640
	Final Cost Estimate		2	4	4		10	\$ 1,440
	Quality Control		16	8			24	\$ 4,520

EXHIBIT B c

Mill Creek, Praire to Cedar, Phase 1, Stormwater Improvements 6/13/2019		Project Manager	Senior Technical Advisor	Project Engineer	Engineer	Technician	Total	Total Costs
Item of Work		\$185	\$210	\$145	\$110	\$135		
1.5.20	Pedestrian Bridges (assume both bridges will be identical bridge type, length, width, & substructure type)							
	Site Visit and Measurements			4	4		8	\$ 1,020
	Coordination with Kaw Valley Engineering & Contech			4	8		12	\$ 1,460
	General notes, typical sections, & construction layouts		4	16	12	16	48	\$ 6,640
	Abutment design and plan details			16	16	8	40	\$ 5,160
	Special Provisions		2	8	4		14	\$ 2,020
	Quantities and Cost Estimate			4	2		6	\$ 800
	Quality Control		4				4	\$ 840
1.5.21	Retaining Walls							
	Coordinate design information with Kaw Valley (geotechnical subconsultant) and other design disciplines.		8	8			16	\$ 2,840
	Drilled Shaft/Top-down Walls (4 walls assumed)							
	Perform wall design for each variation of site parameters (2 assumed).		6	30	30		66	\$ 8,910
	Prepare General Notes, quantities, and cost estimate.		2	16	8	8	34	\$ 4,700
	Prepare Plan & Profile for each retaining wall		4	12	12	24	52	\$ 7,140
	Develop common top-down retaining wall details (including handrails)		4	20	16	28	68	\$ 9,280
	Stand-alone Wingwalls (2 per bridge, 6 total)							
	Perform wingwall design for each variation of site parameters (2 assumed).		6	30	30		66	\$ 8,910
	Prepare General Notes, quantities, and cost estimate.		2	12	6	6	26	\$ 3,630
	Prepare Plan & Profile for each wingwall		3	9	9	18	39	\$ 5,355
	Develop common wingwall details (including handrails)		3	15	12	21	51	\$ 6,960
	Cast-in-place Walls (3 walls assumed)							
	Perform wall design for each variation of site parameters (2 assumed).		6	30	30		66	\$ 8,910
	Prepare General Notes, quantities, and cost estimate.		2	12	6	6	26	\$ 3,630
	Prepare Plan & Profile for each retaining wall		3	9	9	18	39	\$ 5,355
	Develop common CIP retaining wall details (including handrails)		3	15	12	21	51	\$ 6,960
1.5.22	Ancillary Structures							\$ -
	Bridge approach slabs, including approach sidewalks (2 per bridge, 6 total)		2	16	24	28	70	\$ 9,160
	Design and detailing of concrete safety barrier transitions. (4 per bridge, 12 total)		2	16	24	16	58	\$ 7,540
	Assist with utility conflict resolution for all structures.		4	6			10	\$ 1,710
Bridge Design and Structural Details			152	784	722	522	2180	\$ 295,490
1.6	Permitting							
1.6.1	Prepare and Submit FEMA CLOMR (effort to prepare and include Cherry & Mulbery LOMR is included in section 2.1) Includes topographic map, MT-2 Forms, Narrative, and Floodway run.	8		24	60	16	108	\$ 13,720
1.6.2	Prepare COE Individ. Permit Package (includes early field meeting, stream/wetland delineations, stream mitigation forms., exhibits, Alts. Analysis, agency comment responses)	4		64	24	4	96	\$ 13,200
1.6.3	Prepare DWR Stream Obstruction and Channel Change Permit Application	4		8	24		36	\$ 4,540
1.6.4	Prepare NPDES Permit Application and SWPPP (includes SWPPP assembly for Contractor)	2		8	24		34	\$ 4,170
1.6.5	Prepare and Submit FEMA LOMR (assumes HNTB will be certifying project as being constructed per CLOMR and no new analysis or modeling will be required). Effort to include Cherry & Mulbery LOMR is included in section 2.2.	4		16	40		60	\$ 7,460
1.6.6	Once LOMR Official, prepare and submit FEMA LOMA	2		8	24		34	\$ 4,170
Permitting		24		128	196	20	368	\$ 47,260
1.7	Final Design							
1.7.1	Address Field Check Comments and Finalize typical sections, plan and profile sheets, drainage design, sanitary relocation, grading, landscaping)	8		24	50	50	132	\$ 17,210
1.7.2	Final updates to Hydraulic Modeling	1		8	16		25	\$ 3,105
1.7.3	Fencing Plans and Private Features Replacement Plans	1		8	16	12	37	\$ 4,725
1.7.4	Develop Stream Corridor Restoration Details, Specifications, Special Provisions, and Maintenance Guidelines	1		24		16	41	\$ 5,825
1.7.5	Erosion and Sediment Control Plans and Details including shear stress / TRM evaluation	1		6	20	16	43	\$ 5,415
1.7.6	Develop Intersection Detail Sheets (5) (Assumes no vertical design on sidewalk ramps)	1		6	24	10	41	\$ 5,045
1.7.7	Prepare Pavement Marking & Signing Plans	1		4	8	8	21	\$ 2,725
1.7.8	Final Detour Plans and Details (assumes non-concurrent full closures of four roadways and closure signage within park trails- no sidewalk detour)	1		8	16	16	41	\$ 5,265
1.7.9	Include applicable Olathe Standard Details in Final Plans				4	4	8	\$ 980
1.7.10	Final Quantities and Engineer's Estimate for Construction	2		20	48		70	\$ 8,550
1.7.11	Prepare documents and information to be included with the Project Manual (City provide base documents)	2		12	32		46	\$ 5,630
1.7.12	Senior Technical Review / Milestone Plan Review	8	8				16	\$ 3,160
1.7.13	Submit three (3) half-size sets of final plans to City and County SMP for review.	2		1		2	5	\$ 785
1.7.14	Upon receipt of City comments on final design submittal, address comments and submit bid documents to City	2		20	40	40	102	\$ 13,070
1.7.15	Provide one addendum during the bid process (assumes letter format with no plan revisions)	4		4		2	10	\$ 1,590
1.7.16	General consultation during the bid period	2		2			4	\$ 660
Final Design		37	8	147	274	176	642	\$ 83,740

EXHIBIT B c

Mill Creek, Prairie to Cedar, Phase 1, Stormwater Improvements 6/13/2019		Project Manager	Senior Technical Advisor	Project Engineer	Engineer	Technician	Total	Total Costs
Item of Work		\$185	\$210	\$145	\$110	\$135		
1.8	Construction Engineering Assistance							
1.8.1	Prepare for and attend Pre-Construction Meeting (City to lead - Provide up to 6 Half and 4 Full Sets of Final Plans and 10 Spec Books to Contractor)	3		5	4		12	\$ 1,720
1.8.2	Attend Periodic Construction Progress Meetings led by City (Assume 3)			6			6	\$ 870
1.8.3	Shop Drawing Review - Storm Structures, Sanitary Relocation (Assume 24 Structures)	1		6	20		27	\$ 3,255
1.8.4	Review Contractor's material submittals (concrete mix design, aggregate, waterline, riprap, erosion control)	4		12			16	\$ 2,480
1.8.5	Review Contractor's drawings for bridge falsework.		2	40	8		50	\$ 7,100
1.8.6	Review fabricator's shop drawings for bridge handrails.		2	12	8		22	\$ 3,040
1.8.7	Review construction drawings for retaining walls.		8	20	20		48	\$ 6,780
1.8.8	Review fabricator's shop drawings for handrails associated with retaining walls.		2	12	8		22	\$ 3,040
1.8.9	Respond to Structural RFIs and assist with general questions during construction.		8	16	8		32	\$ 4,880
1.8.10	Structural Plan Revisions (assumes up to 2 plan revisions)		2	12	8	8	30	\$ 4,120
1.8.11	Provide Bridge As-Built Drawings to City		1	4	4	4	13	\$ 1,770
1.8.12	Respond to RFI's and assist with general questions during construction	4		28	18		50	\$ 6,780
1.8.13	Plan Revisions (assumes up to 2 minor plan revisions)	2	4	12	12	8	38	\$ 5,350
1.8.14	Prepare Operations and Maintenance Manual for Stormwater Project	1		6	12	4	23	\$ 2,915
1.8.15	Provide Record Drawings to City (Based only on inspector / contractor markups)	1			8	8	17	\$ 2,145
Construction Engineering Assistance		16	29	191	138	32	406	\$ 56,245
1.9	Management and Meetings							
1.9.1	Internal Project Kickoff Meeting including Quality Control Procedures	2	1	2	2	1	8	\$ 1,225
1.9.2	External Project Kickoff Meeting including preparation of Project Design Criteria	5		5			10	\$ 1,650
1.9.3	Progress Meetings with City of Olathe (3) (Includes Exhibit Preparation)	9		12		6	27	\$ 4,215
1.9.4	Meet with property owners and City On-Site (Assume 3 meetings)	6					6	\$ 1,110
1.9.5	Public Informational Meeting after Concept Update (includes exhibit preparation)	6		6	4	8	24	\$ 3,500
1.9.6	Public Informational Meeting (Prior to Construction) (Assumes contractor led and no new exhibits)	6		6			12	\$ 1,980
1.9.7	Work planning and QA/QC Plan Development	4		8			12	\$ 1,900
1.9.8	Project Coordination with City and Johnson County (as needed). Includes monthly project review meetings, budget set-up and tracking, scheduling, ongoing communication, and invoice preparation.	24	24	30			78	\$ 13,830
Management and Meetings		62	25	69	6	15	177	\$ 29,410
Construction Plans: Mill Creek, Prairie to Cedar, Phase 1 Stormwater		183	240	1704	1833	1038	4998	\$ 673,095
Construction Plans Fee Summary								
Labor:								
		Project Manager @ \$185/hour 33,855						
		Senior Technical Advisor @ \$210/hour 50,400						
		Project Engineer @ \$145/hour 247,080						
		Engineer @ \$110/hour 201,630						
		Technician @ \$135/hour 140,130						
		Construction Plans Labor Costs: \$ 673,095						
Expenses:								
		Printing/Plotting/Travel = 3,000						
		Geotech (KVE)= 61,075						
		Control and Field Surveys (KVE)= 106,550						
		Total Expense = \$ 170,625						
		Construction Plans Total Fee = \$ 843,720						
Home Demolition Early Bid Package								
2.1	Home Demolition Early Bid Package							
2.1.1	Title Sheet, General Notes, Survey Reference Sheet	1		1	3	3	8	\$ 1,065
2.1.2	Demolition Plans (Assumes 5 habitable structures / properties)	1		3	6	12	22	\$ 2,900
2.1.3	Grading Plans and Grading Design for interim grading prior to Stormwater Improvements	1		2	8	4	15	\$ 1,895
2.1.4	Prepare documents and information to be included with the Project Manual (City provide base documents)	1		5	10		16	\$ 2,010
2.1.5	Final Quantities and Engineer's Estimate for Construction	1		3	6		10	\$ 1,280
2.1.6	Submit three (3) half-size 95% Set of Home Demolition Early Bid Package (Plans, Project Manual, Cost Estimate) to City for Review	1		1		3	5	\$ 735
2.1.7	Revise 95% Home Demolition Early Bid Package per City comments and Submit 100% Bid Documents	1		1	4	8	14	\$ 1,850
2.1.8	General consultation during the bid period	1		2		2	5	\$ 745
Home Demolition Early Bid Package		8		18	37	32	95	\$ 12,480
Home Demolition Early Bid Package		8		18	37	32	95	\$ 12,480

Mill Creek, Praire to Cedar, Phase 1, Stormwater Improvements 6/13/2019		Project Manager	Senior Technical Advisor	Project Engineer	Engineer	Technician	Total	Total Costs
Item of Work		\$185	\$210	\$145	\$110	\$135		
Home Demolition Early Bid Package Fee Summary								
Labor:		Project Manager @ \$185/hour					1,480	
		Senior Technical Advisor @ \$210/hour					-	
		Project Engineer @ \$145/hour					2,610	
		Engineer @ \$110/hour					4,070	
		Technician @ \$135/hour					4,320	
Home Demolition Early Bid Package Labor Costs:		\$					12,480	
Expenses:		Printing/Plotting/Travel =					200	
		Geotech (KVE)=					-	
		Control and Field Surveys (KVE)=					-	
Total Expense =		\$					200	
Home Demolition Early Bid Package Total Fee =		\$					12,680	
Cherry Street, Spruce Street Sanitary Sewer Improvements								
4.1	Preliminary Design							
4.1.1	Create Overall Sanitary Sewer Layout Sheet / Key Map and General Notes	1		2	4	4	11	\$ 1,455
4.1.2	Assess Existing Service Line Locations (Assumes City has Inspection Video) and Determine Tie Ins to New Trunk Sewer	1		1	6	2	10	\$ 1,260
4.1.3	Sanitary Sewer Plan and Profile Sheets (Scale 1"=20') (Assume approximately 1600 linear feet of sewer)	4		6	14	14	38	\$ 5,040
4.1.4	Preliminary Quantities and Cost Estimate	1		1	6		8	\$ 990
Preliminary Design		7		10	30	20	67	\$ 8,745
4.2	Final Design							
4.2.1	Address Field Check Comments on Cherry Street, Spruce Street Sanitary Plans	1		2	4	8	15	\$ 1,995
4.2.2	Upon receipt of City comments on final design submittal, address comments and submit bid documents to City	1		1	4	4	10	\$ 1,310
4.2.3	Final Quantities and Engineer's Estimate for Construction	1		1	3		5	\$ 660
Final Design		3		4	11	12	30	\$ 3,965
4.3	Construction Engineering Assistance							
4.3.1	Review Shop Drawings and Catalog Cut Submittals	2		5	10		17	\$ 2,195
4.3.2	Respond to RFI's and assist with general questions during construction	4		4	2		10	\$ 1,540
4.3.3	Plan Revisions (assumes up to 2 minor plan revisions)	4		4	2	4	14	\$ 2,080
4.3.4	Provide As-Built Drawings to City (Based only on inspector / contractor markups)			1		2	3	\$ 415
Construction Engineering Assistance		10		14	14	6	44	\$ 6,230
Cherry Street, Spruce Street Sanitary Sewer Improvements		20		28	55	38	141	\$ 18,940
Cherry Street, Spruce Street Sanitary Sewer Improvements Fee Summary								
Labor:		Project Manager @ \$185/hour					3,700	
		Senior Technical Advisor @ \$210/hour					-	
		Project Engineer @ \$145/hour					4,060	
		Engineer @ \$110/hour					6,050	
		Technician @ \$135/hour					5,130	
Cherry Street Labor Costs:		\$					18,940	
Expenses:		Printing/Plotting/Travel =					-	
		Geotech (KVE)=					-	
		Control and Field Surveys (KVE)=					-	
Total Expense =		\$					-	
Cherry Street, Spruce Street Sanitary Sewer Improvements Total Fee =		\$					18,940	

EXHIBIT B ^c

Mill Creek, Praire to Cedar, Phase 1, Stormwater Improvements 6/13/2019	Project Manager	Senior Technical Advisor	Project Engineer	Engineer	Technician	Total	Total Costs
Item of Work	\$185	\$210	\$145	\$110	\$135		
Overall Total Hours	211	240	1750	1925	1108	5234	
Overall Fee Summary							
Labor:	Project Manager @ \$185/hour			39,035			
	Senior Technical Advisor @ \$210/hour			50,400			
	Project Engineer @ \$145/hour			253,750			
	Engineer @ \$110/hour			211,750			
	Technician @ \$135/hour			149,580			
	Overall Labor Costs: \$			704,515			
Expenses:	Printing/Plotting/Travel =			3,200			
	Geotech (KVE)=			61,075			
	Control and Field Surveys (KVE)=			106,550			
	Total Expense = \$			170,825			



KAW VALLEY ENGINEERING, INC.

Office: 913.894.5150
Fax: 913.894.5977
Web: www.kveng.com
Address: 14700 West 114th Terrace
Lenexa, KS 66215

June 12, 2019

C19G0272

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

**RE: PROPOSAL FOR GEOTECHNICAL SERVICES
CITY OF OLATHE, KANSAS
MILL CREEK STORMWATER IMPROVEMENTS
OLATHE, KANSAS**

Dear Mr. Ryan:

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

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

PROJECT DESCRIPTION

The proposed project is to consist of improvements to the waterways along Mill Creek from the vicinity of Prairie Street to Cedar Street in Olathe, Kansas.

SCOPE OF SERVICES

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

Geotechnical Field Exploration and Laboratory Testing

The geotechnical evaluation will consist of drilling twenty (20) borings for the proposed channel improvements. The planned depth for these borings is fifteen (15) feet. Up to ten (10) hand probes will be performed in areas not accessible to the ATV drill rig. An additional six (6) borings will be drilled to twenty-five (25) feet for the road bridges. An additional four (4) borings will be drilled to rock for the pedestrian bridges. A total of forty (40) borings will be

performed. Rock cores will be obtained for the foundation design of the bridge formations by LRFD methods. All borings will be logged by a geologist in the field. Field services will include traffic control as needed.

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

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

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

Geotechnical Engineering Analyses and Report Preparation

Engineering analyses will be performed for development of bridge foundations, retaining wall design, slope stability analysis of the new channel design features. The analysis report will include:

- Documentation of the field and laboratory phase of the exploration.
- Summarization of the soil, rock and groundwater conditions and their effect on the proposed construction.
- Detailed boring logs and site plan indicating boring locations.
- Identification of possible areas where deleterious materials may be encountered, their effect on construction, and methods of remedial treatment.
- Suitability of on-site material for use as fill and its effect on foundation and slab-on-grade performance.
- Recommendations for site grading including excavation, site preparation, fill placement, compaction, subgrade protection, and anticipated problems.
- Foundations recommendations for bridges.
- Retaining wall recommendations (up to 2 wall types).
- Slope stability analysis (modeling of up to 4 slope configurations has been included).
- Discussion of unusual site features which require additional consideration.

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

EXPLORATION, UTILITY VERIFICATION, AND SITE ACCESS

Site Access

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

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

Boring Location

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

Utilities

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

Traffic Control

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

SCHEDULE AND FEE BASIS

We will proceed with this project within three (3) weeks of receipt of written authorization if weather and site conditions permit and a drill rig is available. The geotechnical report will be issued within four (4) weeks of the completion of the fieldwork.

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

Services	Unit	Quantity	Unit Price	Extension
Field Services				
Drill Crew	Hour	100	\$200.00	\$20,000.00
Field Geologist	Hour	100	\$100.00	\$10,000.00
Traffic Control	Daily	6	\$600.00	\$3,600.00
			Subtotal	\$33,600.00
Laboratory Work				
Atterberg Limits	Each	7	\$75.00	\$ 525.00
Moisture Contents	Each	100	\$10.00	\$1,000.00
Unit Weight	Each	50	\$10.00	\$ 500.00
Unconfined Compression	Each	20	\$55.00	\$1,100.00
Direct Shear	Each	6	\$375.00	\$2,250.00
			Subtotal	\$5,375.00
Reports				
Principal	Hour	15	\$190.00	\$2,850.00
Geotechnical Engineer	Hour	125	\$150.00	\$18,750.00
Administration	Hour	10	\$50.00	\$ 500.00
			Subtotal	\$22,100.00
			Total	\$61,075.00

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

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

Respectfully submitted,
Kaw Valley Engineering, Inc.



Michael R. Osbourn, P.E.
Principal

JAN/srh

Attachments: 2019 Standard Hourly Rate Schedule
2019 Geotechnical Field Services Schedule of Fees
2019 Geotechnical Laboratory Testing Schedule of Fees

\\WMLX-FIL-EP\Projects\C19_0272\Proposal\2019-04-12 GEO Proposal Mill Creek Stormwater Improvements Olathe KS.docx



2019 Standard Hourly Rate Schedule

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

Design Services

Principal	\$190.00
Project Manager.....	165.00
Structural Engineer	155.00
Senior Design Engineer	145.00
Design Engineer	125.00
Intern Engineer	105.00
Senior Design Technician	100.00
Drafting Technician	85.00
Administrative Assistant	50.00

Surveying Services

Project Manager / Survey Manager	\$125.00
Professional Land Surveyor / Department Supervisor	115.00
Survey Research and Computations	90.00
1 - Person Survey Crew with Standard Equipment	120.00
2 - Person Survey Crew with Standard Equipment	160.00
GNSS Equipment.....	35.00
Robotic Total Station Equipment	35.00
3-D LiDAR Scanning Equipment	45.00
ATV Equipment.....	30.00

Geotechnical, Construction Inspection & Materials Testing Services

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

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

PRINTING & COPYING

Miscellaneous Expenses	At direct cost
Walk-In Customers	\$10.00 flat fee
Mylar	7.00 / sheet
Bond	2.50 / sheet
8½" x 11" (Black & White).....	0.50 / sheet
11"x17" (Black & White)	0.80 / sheet
8½" x 11" (Color).....	1.50 / sheet
11" x 17" (Color).....	2.50 / sheet
Large Media.....	10.50 / sq. ft.

EQUIPMENT

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

Hourly Rate Sheet 2019.docx.11.18

2319 N. Jackson, PO Box 1304 ▪ Junction City, Kansas 66441 ▪ Tel: 785-762-5040 ▪ Fax: 785-762-7744
 8040 N. Oak Trafficway ▪ Kansas City, Missouri 64118 ▪ Tel: 816-468-5858 ▪ Fax: 816-468-6651
 14700 West 114th Terrace ▪ Lenexa, Kansas 66215 ▪ Tel: 913-894-5150 ▪ Fax: 913-894-5977
 742 Duvall Ave. ▪ Salina, Kansas 67401 ▪ Tel: 785-823-3400 ▪ Fax: 785-823-3411
 1225 West Sixth Avenue, Suite C ▪ Emporia, Kansas 66801 ▪ Tel: 620-208-5240
 200 N. Emporia, Suite 100 ▪ Wichita, Kansas 67202 ▪ Tel: 316-440-4304



GEOTECHNICAL FIELD SERVICES
Schedule of Fees – 2019 (KC Metro Area)

WORK ITEM		UNIT	UNIT PRICE
FIELD EXPLORATION			
	Mobilization	Mile	\$4.00
	4" Continuous Flight Auger	Foot	\$13.00
	6" Hollow Stem Auger	Foot	\$15.00
	Rotary Wash Drilling	Foot	\$18.00
	4" Casing	Foot	\$6.00
	NQ Coring	Foot	\$50.00
	Standard Penetration Test	Each	\$22.00
	Thin Walled Tube	Each	\$22.00
	Bentonite Backfill	Foot	\$4.00
	Dynamic Cone Penetration Testing	Each	\$40.00
	Pressuremeter (per point)	Each	\$525.00
	Soil Resistivity (Field)	Each	\$475.00
	Truck Mounted Drill Rig with Crew	Hour	\$180.00
	ATV Drill Rig with Crew	Hour	\$200.00
Note: Hourly and Mileage rates are charged portal to portal; laboratory testing rates are based on samples delivered to lab, fees for obtaining samples will be billed at basic hourly and mileage rates. Time in excess of 8 hours a day, Saturday, Sunday, and holidays will be billed at the above standard rates.			



**GEOTECHNICAL LABORATORY TESTING
Schedule of Fees – 2019 (KC Metro Area)**

WORK ITEM		UNIT	UNIT PRICE
SOIL TESTING			
	Natural Moisture Content (sample returned to lab) (ASTM D2216)	Each	\$10.00
	Sample Unit Weight	Each	\$10.00
	Atterberg Limits	Each	\$75.00
	Grain Size (Sieve and Hydrometer) Analysis	Each	\$150.00
	Specific Gravity, -#4 (ASTM D 854)	Each	\$100.00
	Organic Content by Ignition Furnace (ASTM D2974)	Each	\$110.00
	California Bearing Ratio (not including Proctor curve)	Each	\$200.00
	Moisture Density Relationship (ASTM D 698)	Each	\$175.00
	Moisture Density Relationship (ASTM D 1557)	Each	\$200.00
	Unconfined Compression - Soil	Each	\$55.00
	Unconfined Compression - Rock	Each	\$55.00
	Consolidation Test (0.25 tsf to 16 tsf) with rebound curve	Each	\$500.00
	Oedometer shrink/swell test with expansion pressure	Each	\$200.00
	Triaxial Compression, UU, (ASTM D 2850), (per point)	Each	\$125.00
	Triaxial Compression, UU, Backpressure Saturated, (per point)	Each	\$175.00
	Triaxial Compression, CU, with pore pressure measurement, (per point)	Each	\$225.00
	Triaxial Compression, CD, (per point)	Each	\$450.00
	Soil Resistivity (Lab)	Each	\$225.00
	Direct Shear (Set of 3 samples) (ASTM D 3080)	Each	\$375.00
	Relative Density (ASTM D 4253/4254)	Each	\$175.00
	Flexible wall permeability test	Each	\$275.00
	Corrosivity Test	Each	\$275.00
	Shrinkage Limit	Each	\$300.00
Note: Hourly and Mileage rates are charged portal to portal; laboratory testing rates are based on samples delivered to lab, fees for obtaining samples will be billed at basic hourly and mileage rates. Time in excess of 8 hours a day, Saturday, Sunday, and holidays will be billed at the above standard rates.			



KAW VALLEY ENGINEERING, INC.

Office: 913.894.5150

Fax: 913.894.5977

Web: www.kveng.com

Address: 14700 West 114th Terrace
Lenexa, KS 66215

June 26, 2019

C19S0272-R5

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

**RE: PROPOSAL FOR SURVEY SERVICES
CITY OF OLATHE, KANSAS
MILL CREEK STORMWATER IMPROVEMENTS
OLATHE, KANSAS**

Dear Mr. Ryan:

In response to your request, Kaw Valley Engineering, Inc. (KVE) is pleased to submit the following proposal for survey services for the above referenced project. The scope of services outlined below (the "Services") will be performed in accordance with the fee basis, time schedule and other pertinent information described herein.

PROJECT DESCRIPTION

The proposed project is to consist of improvements to the waterways along Mill Creek from the vicinity of Prairie Street to Cedar Street in Olathe, Kansas.

SCOPE OF SERVICES

The purpose of the Services shall be to survey the storm and sanitary structures existing along Mill Creek channel, street crossings and selected building structures for channel improvements as set forth in attached Exhibit A as follows:

- 1. Project Inventory and Safety Analysis**
 - a. Administrative project set-up
 - b. Review project requirements with Project Engineer
 - c. Site visit by Professional Surveyor and designated key personnel
 - d. Planning session with Professional Surveyor and Survey Field Manager
 - e. Project kick-off meeting, including review of project requirements, documented and included in QC/QA submittal – All team members
 - f. Project Safety meeting – Field crew and Survey Field Manager
- 2. North Control Establishment – Between Santa Fe and Mulberry Street**
 - a. Place and reference primary Control Points (CP)
 - b. Place and describe Project Benchmarks (BM)
 - c. Establish Vertical (Sea-Level Datum) NAVD'88 values of CP's and BM's with "Engineering Level" based on Johnson County Control Network
 - d. Research United States Public Land Survey System (USPLSS) Corners (Section Corners)
 - e. Verify Section Corners; Verify State Plane Coordinates; Reference per State Statute.

- f. Establish Ground Coordinates (Modified State Plane) based on Johnson County Control Network on Control Points & Benchmarks
 - g. Input Control Point, Benchmark & Section Corner descriptions and values into Engineer supplied spreadsheet tables
 - h. Quality Control review of field data and table input by the Supervising Professional Surveyor
 - i. Filing of Section Corner Ties with the appropriate County and State entities
 - j. Once deemed ready for submittal to the Project Engineer, the Quality Assurance Officer will review the Quality Control Procedures implemented to allow issuance per K.A.R. 66-6-1(c)(1)
- 3. Topographic Survey**
- a. **Reinforced Concrete Box / Bridge Surveys (Poplar, Spruce, & Chestnut Crossings)**
 - i. Detailed topographic survey and sketches of the existing box structures
 - 1. Depiction of box opening
 - 2. Opening size
 - 3. Thickness of structure walls
 - 4. Size of headwall
 - 5. Location & size of wing walls
 - 6. Length of box
 - 7. Flow line elevation
 - 8. Headwall elevation
 - 9. Street profile one hundred (100') each side of box centerline
 - b. **Channel Survey (North Right-of-Way of Santa Fe to North Right-of-Way of Mulberry Street, +/-2,500 LF of Channel and +/- 3,050 LF Street)**
 - i. Detailed topographic survey within outlined area on Attachment A
 - ii. Storm sewer and Sanitary sewer structures will be extended to a minimum of one (1) structure outside the project limit line
 - 1. One (1) additional structure on Kansas Avenue is identified as required on the Attachment
 - c. **Existing Building Survey for Twenty (20) Buildings North of Santa Fe– Lowest Adjacent Grade and Lowest Opening (LAG/LO)**
 - i. Twenty (20) buildings identified in yellow on the Attachment will have the lowest adjacent grade (LAG) and lowest opening (LO) identified
 - d. **Topographic Survey Details**
 - i. Unless physical access is restricted, the topographic survey shall include the character and location of all streets, curbs, utility structures, utility poles, street lights, improved surfaces, walls, buildings, fences, and other improvements within the topographic limits, observed in the process of conducting the fieldwork, including trees 24" in diameter and larger*, bushes, shrubs, and other natural vegetation within landscaped areas and other substantial features observed in the process of conducting the fieldwork (e.g., parking areas, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse)
 - 1. *Trees less than 24" in diameter within landscaped areas and/or individual trees maintained by private landowners shall be located
 - 2. Trees shall be identified by diameter and as deciduous or coniferous. Common or scientific names shall not be used

- ii. Underground utilities shall be surface located as marked by the Kansas One-Call System and City of Olathe marking services
 - 1. Gathering of utility owner names is limited in nature to the information available such as surface markings on closure boxes or marking flags and will be collected where available
 - 2. Underground line depths, line sizes, line types, line pressure or other non-observable information will not be collected
 - 3. When provided to the Surveyor, as-built information shall be used to verify field data
- iii. Photographs of the topographic area shall be taken and referenced on a “Photo Log” by photo name, location and direction taken
- iv. Topographic information shall be drafted in a format compatible with HNTB drafting standards
- v. When provided to the Surveyor, as-built information shall be used to verify field data
- vi. During the drawing process, the field surveyor and Survey Field Manager, shall periodically perform “Office Checks” to insure the completeness and overall quality of the field data
- vii. The drawing shall be underlaid with the latest available GOOGLE aerial image as verification of surface feature location and completeness
- viii. Upon initial drawing completion, a walk-through field-check of the drawing shall be performed to verify and quality control the drawing
- ix. The drafting technician shall integrate all “red-lines” and review the drawing utilizing a “Drafting Checklist” to insure completeness
- x. Upon integration of office and field “red-lines” the drawing shall be Quality Control checked by the supervising Professional Surveyor.
- xi. Once deemed ready for submittal to the Project Engineer, the Quality Assurance Officer will review the Quality Control Procedures implemented to allow issuance per K.A.R. 66-6-1(c)(1)

4. Property Basemap Development

a. Property Line Determination

- i. Develop boundary information for thirty-five (35) tracts identified by the Project Engineer
 - 1. Place plats into existing USPLSS framework
 - 2. Perform field reconnaissance of property corners based on calculated plat locations
 - 3. Locate corners recovered in (ii) above, within the project control network
 - 4. Resolve property lines and right-of-ways from monuments and calculated locations
 - 5. Draw final property basemap of eleven (11) City Blocks of the “Town of Olathe” (Blocks 13, 14, 17, 18, 19, 20, 31, 32, 33, 34, and 43)
 - 6. Unplatted parcels, if any, shall be drawn from deed information with easements as provided from Ownership & Easement (O&E) Reports
 - 7. Ownerships will be shown as listed in O&E Reports

b. Ownership and Encumbrance Report Documents

- i. The Surveyor shall obtain from a Certified Title Company up to thirty-five (35) Ownership and Easement Commitments

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

5. Description Preparation

- a. Prepare up to fifty-three (53) legal descriptions for the acquisition of both permanent and/or temporary easements
 - i. The Surveyor shall utilize drawing geometry provided by the Project Engineer, in CAD format, to define the location and courses of the required easements
 - ii. Descriptions shall be written in a format acceptable to the City of Olathe
 - iii. Easements shall be prepared by qualified personnel overseen by a Kansas Professional Surveyor
 - iv. All easements shall have a COGO closure report generated and meet or exceed the Kansas Minimum Standards for the preparation of descriptions
 - v. Completed descriptions are independently drawn and overlaid against the provided geometry to verify accuracy
 - vi. The Supervising Professional Surveyor shall review easement displays developed by HNTB, for Station & Offset accuracy only
 - vii. All descriptions shall be reviewed by the Drafting Manager for closure and completeness utilizing a "Description Checklist"
 - viii. The Supervising Professional Surveyor shall review and seal the descriptions
 - ix. Once deemed ready for submittal to the Project Engineer, the Quality Assurance Officer will review the Quality Control Procedures implemented to allow issuance per K.A.R. 66-6-1(c)(1)

6. Submittal

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

- ix. Photo logs
- x. Quality Control/Quality Assurance documentation including certification per HNTB Quality Control Plan requirements

7. Post Construction As-Built Survey

- a. Bridge Improvements
- b. Channel Improvements
- c. Terrain model for FEMA Certification

8. Exclusions

- a. The following services shall not be performed and are hereby excluded from this proposal:
 - i. Staking of the Right-of-Way or Easements are excluded.
 - ii. Title updates and associated services are excluded.
 - iii. Elevation Certificates for any property are excluded.
 - iv. Property development South of Santa Fe and North of Mulberry Street is excluded.


SCHEDULE AND FEE BASIS

We will proceed with this project within three (3) weeks of receipt of written authorization. We will perform the Survey Services described herein for the following fees. A breakdown is displayed on attached Exhibit B.

Description	Amount
Subtotal for Labor	\$81,610.00
Subtotal for Reimbursables	\$17,600.00
As-Built Survey	\$7,340.00
Total	\$106,550.00

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

Respectfully submitted,
Kaw Valley Engineering, Inc.


Michael R. Osbourn, PE
Principal

Attachments: 2019 Standard Hourly Rate Schedule
Exhibit A – Survey Map
Exhibit B - Compensation

\\VMI\X-Files\Projects\C19_0272\Proposal\2019-06-26 SUR Proposal Mill Creek Stormwater Imp Olathe KS R5.docx



2019 Standard Hourly Rate Schedule

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

Design Services

Principal	\$190.00
Project Manager.....	165.00
Structural Engineer	155.00
Senior Design Engineer	145.00
Design Engineer	125.00
Intern Engineer	105.00
Senior Design Technician.....	100.00
Drafting Technician	85.00
Administrative Assistant	50.00

Surveying Services

Project Manager / Survey Manager	\$125.00
Professional Land Surveyor / Department Supervisor	115.00
Survey Research and Computations	90.00
1 - Person Survey Crew with Standard Equipment	120.00
2 - Person Survey Crew with Standard Equipment	160.00
GNSS Equipment.....	35.00
Robotic Total Station Equipment	35.00
3-D LiDAR Scanning Equipment	45.00
ATV Equipment.....	30.00

Geotechnical, Construction Inspection & Materials Testing Services

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

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

PRINTING & COPYING

Miscellaneous Expenses	At direct cost
Walk-In Customers	\$10.00 flat fee
Mylar	7.00 / sheet
Bond	2.50 / sheet
8½" x11" (Black & White).....	0.50 / sheet
11"x17" (Black & White)	0.80 / sheet
8½" x 11" (Color).....	1.50 / sheet
11" x 17" (Color).....	2.50 / sheet
Large Media.....	10.50 / sq. ft.

EQUIPMENT

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

Hourly Rate Sheet 2019.docx.11.18


2319 N. Jackson, PO Box 1304 ▪ Junction City, Kansas 66441 ▪ Tel: 785-762-5040 ▪ Fax: 785-762-7744
 8040 N. Oak Trafficway ▪ Kansas City, Missouri 64118 ▪ Tel: 816-468-5858 ▪ Fax: 816-468-6651
 14700 West 114th Terrace ▪ Lenexa, Kansas 66215 ▪ Tel: 913-894-5150 ▪ Fax: 913-894-5977
 742 Duval Ave. ▪ Salina, Kansas 67401 ▪ Tel: 785-823-3400 ▪ Fax: 785-823-3411
 1225 West Sixth Avenue, Suite C ▪ Emporia, Kansas 66801 ▪ Tel: 620-208-5240
 200 N. Emporia, Suite 100 ▪ Wichita, Kansas 67202 ▪ Tel: 316-440-4304

Exhibit A

Survey Request - Upper Mill Creek (Prairie to Cedar)

2019.06.11

Legend

 Survey LAG / LO

Survey Storm Structures from Creek to Set
Across the Road per Storm Map (Typ. All)

Water St. to CL as shown

Additional Sanitary Manhole

Full Topo

Aerial Sewer

Terrain Only

Exhibit B - Compensation

<u>Services</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extension</u>
Project Inventory and Safety Analysis:			
Task 1			
Principal	1	\$ 180.00	\$ 180.00
Registered Land Surveyor	5	\$ 120.00	\$ 600.00
Survey Supervisor	3	\$ 110.00	\$ 330.00
Survey Crew	2	\$ 160.00	\$ 320.00
CADD Supervisor	1	\$ 90.00	\$ 90.00
CADD Technician	1	\$ 75.00	\$ 75.00
Administrative Technician	1	\$ 50.00	\$ 50.00
			<u>\$ 1,645.00</u>
Control Establishment North of Santa Fe:			
Task 2			
Principal	0.5	\$ 180.00	\$ 90.00
Registered Land Surveyor	4	\$ 120.00	\$ 480.00
Survey Supervisor	8	\$ 110.00	\$ 880.00
Survey Crew	32	\$ 160.00	\$ 5,120.00
Survey Crew-1	0	\$ 125.00	\$ -
CADD Supervisor	1	\$ 90.00	\$ 90.00
CADD Technician	5	\$ 75.00	\$ 375.00
			<u>\$ 7,035.00</u>
Topographic Survey:			
Task 3			
Principal	4	\$ 180.00	\$ 720.00
Registered Land Surveyor	10	\$ 120.00	\$ 1,200.00
Survey Supervisor	20	\$ 110.00	\$ 2,200.00
Survey Crew	254	\$ 160.00	\$ 40,640.00
CADD Supervisor	16	\$ 90.00	\$ 1,440.00
CADD Technician	84	\$ 75.00	\$ 6,300.00
			<u>\$ 52,500.00</u>
Property Basemap Development (Selected Ownership Reports (35):			
Task 4			
Principal	0.5	\$ 180.00	\$ 90.00
Registered Land Surveyor	17	\$ 120.00	\$ 2,040.00
Survey Supervisor	2	\$ 110.00	\$ 220.00
Survey Crew	16	\$ 160.00	\$ 2,560.00
CADD Supervisor	8	\$ 90.00	\$ 720.00
CADD Technician	35	\$ 75.00	\$ 2,625.00
			<u>\$ 8,255.00</u>
Writing of Descriptions (53):			
Task 5			
Principal	5	\$ 180.00	\$ 900.00
Registered Land Surveyor	35	\$ 120.00	\$ 4,200.00
Survey Supervisor	0	\$ 110.00	\$ -
Survey Crew	0	\$ 160.00	\$ -
CADD Supervisor	15	\$ 90.00	\$ 1,350.00
CADD Technician	35	\$ 75.00	\$ 2,625.00
			<u>\$ 9,075.00</u>
Submittal			
Task 6			
Principal	1	\$ 180.00	\$ 180.00
Registered Land Surveyor	16	\$ 120.00	\$ 1,920.00
Survey Supervisor	4	\$ 110.00	\$ 440.00
Survey Crew	2	\$ 160.00	\$ 320.00
CADD Supervisor	1	\$ 90.00	\$ 90.00
CADD Technician	2	\$ 75.00	\$ 150.00
			<u>\$ 3,100.00</u>
Subtotal - Labor			<u>\$ 81,610.00</u>

Reimbursables:

Task 1 - Research Copies and Plats		Lump Sum	\$	50.00
Task 2 - Monuments and Section Corner Filing		Lump Sum	\$	50.00
Task 4 - Ownership Reports	35	\$	500.00	\$ 17,500.00
Task 4 - Update Ownership Reports	0	\$	150.00	\$ -
Subtotal - Reimbursables				\$ 17,600.00

As-Built Survey**Task 7**

Principal	0	\$	180.00	\$ -
Registered Land Surveyor	4	\$	120.00	\$ 480.00
Survey Supervisor	1	\$	110.00	\$ 110.00
Survey Crew	36	\$	160.00	\$ 5,760.00
CADD Supervisor	1	\$	90.00	\$ 90.00
CADD Technician	12	\$	75.00	\$ 900.00
Subtotal - As-Built Survey				\$ 7,340.00

Total**\$ 106,550.00**

EXHIBIT C
Fee & Rate Schedule

EXHIBIT C
Fee & Rate Schedule

Upper Mill Creek, Prairie to Cedar, Stormwater Improvements
HNTB Schedule of Rates

Rates are effective for services from
April 20, 2019 through April 19, 2020

<u>Position</u> <u>Classification</u>	<u>Hourly</u> <u>Billing Rate</u>
Group Director	\$ 300.00
Department Manager	\$ 240.00
Section Manager	\$ 185.00
Senior Project Manager	\$ 250.00
Project Manager II	\$ 205.00
Project Manager I	\$ 175.00
Senior Technical Advisor	\$ 210.00
Senior Project Engineer/Senior Squad Leader	\$ 170.00
Project Engineer/Squad Leader	\$ 145.00
Engineer III	\$ 130.00
Engineer II	\$ 110.00
Engineer I	\$ 105.00
Engineer	\$ 95.00
*Engineer Intern	\$ 70.00
Senior Technician	\$ 135.00
*Technician III	\$ 115.00
*Technician II	\$ 90.00
*Technician I	\$ 75.00
Senior Administrative Assistant	\$ 90.00
Office Business Manager	\$ 180.00
Project Analyst	\$ 125.00
Senior Field Representative	\$ 145.00
Field Representative	\$ 120.00
*Inspector II	\$ 90.00
*Inspector I	\$ 75.00
Public Involvement Manager	\$ 160.00

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

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

5/1/2020

DATE (MM/DD/YYYY)

7/8/2019

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1445015 HNTB CORPORATION 715 KIRK DRIVE KANSAS CITY MO 64105	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Lexington Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC # 19437		

COVERAGES MAIN **CERTIFICATE NUMBER:** 16184576 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N	N	061853762	5/1/2019	5/1/2020	\$1,000,000 PER CLAIM/ ANNUAL AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
HNTB 74252, PROJECT NO. 2-C+030-18; UPPER MILL CREEK, PRAIRIE TO CEDAR, STORMWATER IMPROVEMENTS.

CERTIFICATE HOLDER**CANCELLATION****16184576**CITY OF OLATHE, KS
100 E SANTA FE, PO BOX 768,
OLATHE KS 66051-0768

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

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/08/2019

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

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

PRODUCER IMA, Inc. 51 Corporate Woods 9393 W. 110th Street, Suite 600 Overland Park, KS 66210	1-913-982-3650	CONTACT NAME: Business Insurance Manager PHONE (A/C, No, Ext): 816-527-2511 FAX (A/C, No): 816-472-4060 E-MAIL ADDRESS: businessinsurancemgr@hntb.com
INSURED HNTB Corporation 715 Kirk Drive Kansas City, MO 64105		INSURER(S) AFFORDING COVERAGE INSURER A: LIBERTY INS CORP 42404 INSURER B: Liberty Mutual Fire Insurance Co. 23035 INSURER C: Liberty Mutual Insurance Corp 23035 INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 56699978

REVISION NUMBER:

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

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

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

HNTB 74252, Project No. 2-C+030-18; Upper Mill Creek, Prairie to Cedar, Stormwater Improvements
If required by written contract, City of Olathe, KS is an Additional Insured as respects General Liability and Auto Liability, subject to terms, conditions and exclusions of the policies, which shall be considered primary and non-contributory. Carrier will provide 30 days' notice of cancellation, for reasons other than non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION**Office 001
HNTB 74252
City of Olathe, KS100 E Santa Fe
PO Box 768
Olathe, KS 66051

USA

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

AUTHORIZED REPRESENTATIVE

EXHIBIT G
Certificate of Good Standing to Conduct Business in Kansas

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

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

Business Entity ID Number: 2036200

Entity Name: HNTB CORPORATION

Entity Type: FOREIGN FOR PROFIT

State of Organization: DE

Resident Agent: COGENCY GLOBAL INC.

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

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

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



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

KRIS W. KOBACH
SECRETARY OF STATE

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