

## **PROFESSIONAL SERVICES AGREEMENT**

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

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

### **175<sup>th</sup> and Lone Elm Traffic Signal Improvements** **Project No. 3-TS-003-19**

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

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

### **SECTION I - DEFINITIONS**

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

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

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

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

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

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

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

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

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

"Project" is as above described.

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

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

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

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

## **SECTION II - COMPENSATION**

### **A. FEES & EXPENSES**

1. Total Fee: City agrees to pay Consultant an amount not to exceed one hundred thirty thousand seven hundred thirty-eight dollars (\$130,738.00), 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 thirteen thousand six hundred fifteen dollars (\$13,615.00) for the following expenses related only to the Project: (a) expense of transportation in connection with the Project; (b) expenses in connection with authorized out-of-town travel; (c) long-distance communications; (d) expenses of printing and reproductions; (e) postage and facsimile transmissions; (f) expenses of renderings and models requested by City, and (g) other costs as authorized by City in writing as set forth herein.

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

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

Professional Services.

**C. BILLING & PAYMENT**

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

**D. SCHEDULE**

All design phase services must be completed on or before February 11, 2020.

**SECTION III - RESPONSIBILITIES OF CONSULTANT**

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

**A. PRELIMINARY DESIGN PHASE**

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

Construction Cost based on the preliminary design and at subsequent design review submittals as specifically requested by City. Consultant's estimate of probable Construction Cost is to be made based on Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry.

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

## **B. FINAL DESIGN PHASE**

1. Services: The Professional Services to be provided during this phase are set out in **Exhibit B** attached hereto and incorporated by reference.
2. Final Design Documents: Consultant will furnish City copies of the final design plans per the City of Olathe Technical Specifications and Design Criteria for Public Improvements unless otherwise noted in **Exhibit B**.
3. Contract Documents: Consultant will prepare for City all Project contract agreement forms, final design plans, general conditions and supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents requested by City, unless such documents are provided by City.
4. Final Cost Estimate: Consultant will furnish City an estimate of probable Construction Cost based on final design. This estimate is commonly known as the "Engineer's Estimate" and will be used as the basis for construction contract award. The Engineer's Estimate must be sealed and provided by a professional engineer licensed by the State

of Kansas. Since Consultant has no control over the cost of labor, materials, or equipment furnished by others not under contract to Consultant, or over the resources provided by others not under contract to Consultant to meet Project schedules, Consultant's opinion of probable costs and of Project schedules for construction may be made based on experience and qualifications as a professional engineer. Consultant does not guarantee that proposals, bids, or actual Project costs will not vary from Consultant's opinions of probable cost or that actual schedules will not vary from Consultant's projected schedules.

5. Budget: Consultant will immediately advise City if, in its opinion, the amount budgeted for the Project is not sufficient to cover all Project costs, including but not limited to, construction, right-of-way and easement acquisition, inspection, and testing.

#### **C. BIDDING PHASE**

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

#### **D. CONSTRUCTION PHASE**

1. In-House Administration and Inspection: It is understood that City will provide full-time, in-house administration and inspection of the construction Project and the work of the construction contractor at City's expense, unless otherwise agreed upon in writing by the Parties. ~~Consultant will assist City by providing general administration and inspection of the work of the construction contractor as requested by City by conducting periodic inspections of the construction contractor's work during construction and will assist City in a final inspection of the construction Project after completion of the work by the construction contractor. Consultant will also check shop drawings and assist City in making interpretation of plans and specifications and reviewing pay estimates for making payments to the construction contractor.~~
2. Services: The Professional Services provided during this phase are set out in **Exhibit B**, both attached hereto and incorporated by reference.

3. Additional Drawings: If during construction, situations arise which require additional drawings or details, Consultant agrees to provide such additional drawings or details at no cost to City when the additional drawings or details are required to correct Consultant's errors or omissions or clarify Consultant's intent in the original design and preparation of construction drawings. If such situations occur through no fault of Consultant, or are beyond Consultant's control, both Parties agree to negotiate an equitable payment to Consultant for Consultant's Professional Services rendered, which will be accomplished through a Change Order.
4. Staking: Unless otherwise provided, staking must be included in the bid specifications to be performed by the construction contractor.
5. Notice of Defects: If, based on Consultant's involvement during the construction phase, Consultant observes or otherwise becomes aware of any defect in the work, Consultant will give prompt written notice to City of such defects and their approximate location on the Project. However, Consultant will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions, inspections and programs in connection with the work, since these are solely the construction contractor's responsibility under the contract for construction to be entered into with City. Consultant will not be responsible for the construction contractor's schedules or failure to carry out the work in accordance with the Contract Documents. Consultant will not have control over or charge of acts or omissions of any construction contractor, any of a construction contractor's subcontractors, or any of the agents or employees of a construction contractor selected by City to construct the Project.
6. Shop Drawings: [Intentionally deleted]

#### **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: Vic Burks. As principal on this Project, this person will be the primary contact with the City's Project Manager and will have authority to bind Consultant. So long as the individual named above remains actively employed or retained by Consultant, such individual will perform the function of principal on this Project. For the Professional Services rendered hereunder, Consultant, and any of its subcontractors, will employ engineers, architects, landscape architects, and surveyors licensed by the Kansas State Board of Technical Professions.
2. Service By and Payment to Others: Any services authorized in writing by City and performed by any party other than Consultant or its subcontractors (a "Third Party") in

connection with the proposed Project will be contracted for and paid for by City. In addition to payments for the Third Party's professional services, this may also include necessary permits, licenses, ownership certifications, materials testing, advertising costs, and other special tests or other services required or requested by City or Consultant which are not defined within the scope of services of Consultant as set forth herein. Fees for such extra services will be subject to negotiation between City and the Third Party. Fees will be approved by City in writing prior to the execution of any extra services. Although Consultant may assist City in procuring such services of Third Parties, Consultant will in no way be liable to either City or such Third Parties in any manner whatsoever for such services or for payment thereof.

3. Subcontracting or Assignment of Services: Consultant may not subcontract or assign any of the Professional Services to be performed under this Agreement without first obtaining the written approval of City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge Consultant from any obligation under this Agreement. Any person or firm proposed for subcontracting Professional Services under this Agreement will maintain throughout the duration of the Agreement, insurance as provided in Section V.D.2. herein, and will additionally maintain Professional Liability insurance in a minimum amount of \$1,000,000 per claim and in the aggregate and provide City with an insurance certificate showing the insurance limits provided by Consultant's subconsultant. Any services completed by a City-approved subcontractor of Consultant pursuant to this Agreement may not be increased more than ten percent (10%) over the actual cost of the services.
4. Endorsement: Consultant must sign and seal all final plans, specifications, estimates and engineering data furnished by Consultant. Any review or approval by City of any documents prepared by Consultant, including but not limited to the plans and specifications, will be solely for determining whether such documents are consistent with the City of Olathe Technical Specifications and Design Criteria for Public Improvements and may not be construed as City assuming responsibility for the accuracy, adequacy, fitness, suitability and coordination of Consultant's services and deliverables. No review of such documents will relieve Consultant of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its services and deliverables.
5. Inspection of Documents: Consultant must maintain all Project records for inspection by City at reasonable times and places upon written request during the contract period and for three (3) years from the date of final payment.
6. Standard of Care: Consultant will exercise the same degree of care, skill, and diligence in the performance of the Professional Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. If Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement



from City, the Professional Services necessary to correct errors and omissions which are caused by Consultant's negligence.

#### **SECTION IV - CITY OF OLATHE'S RESPONSIBILITIES**

##### **A. COMMUNICATION**

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

##### **B. ACCESS**

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

##### **C. DUTIES**

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

##### **D. PROGRAM AND BUDGET**

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

##### **E. ADMINISTRATIVE SERVICES**

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

##### **F. BOND FORMS**

City will furnish all bond forms required for the Project.

##### **G. PROJECT REPRESENTATIVE**

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

decisions of City.

## **SECTION V - GENERAL PROVISIONS**

### **A. TERMINATION**

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

Address for Notice:

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

Bartlett & West  
Attn: Vic Burks  
10895 Grandview Drive, Suite 110  
Corporate Woods Building 24  
Overland Park, KS 66210

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

and remedies against Consultant including but not limited to its rights to sue for damages, interest and attorney fees.

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

## **B. DISPUTE RESOLUTION**

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

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

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

## **D. INSURANCE**

1. General: Consultant will maintain, throughout the duration of this Agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in such

amounts as required in **Exhibit E (City of Olathe Insurance Requirements)**. Professional Liability may be written on a "claims made" basis. Consultant will provide certificates of insurance and renewals thereof on forms acceptable to City (**Exhibit F – Certificate of Insurance**). Consultant is required to promptly notify City of a material change or cancellation of any policy listed on the Certificate.

2. Subcontractor's Insurance: If a part of the Professional Services under this Agreement is to be sublet, Consultant will either (a) cover all subcontractors in its insurance policies, or (b) require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss in the minimum amounts designated herein. If Consultant selects option (b), then Consultant agrees to provide the City's Risk Manager a certificate of insurance acceptable to the Risk Manager at least seven (7) days prior to allowing the subcontractor to perform any services on this Project. Consultant agrees that any subcontractor providing services on said Project without providing a certificate of insurance acceptable to the City's Risk Manager will immediately cease all services on said Project and will assume all financial risk associated with such failure thereto.

#### **E. INDEMNITY**

1. Loss: For purposes of indemnification requirements, the term "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with the performance of this Agreement.
2. Indemnification and Hold Harmless: For purposes of this Agreement, Consultant agrees to indemnify and hold harmless City and its agents from any and all Loss where Loss is caused or incurred as a result of the intentional misconduct, recklessness, negligence, or other actionable fault of Consultant or its subcontractors.
3. Comparative Fault & Contributory Negligence: It is a specific element of consideration of this Agreement that the indemnity in Section V.E.2 will apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of City or any Third Party and, further notwithstanding any theory of law including, but not limited to, a characterization of City's or any Third Party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that Consultant's obligation hereunder will not include amounts attributable to the fault or negligence of City or any Third Party for whom Consultant is not responsible.
4. Damage Limitations: The indemnification obligation contained in this Agreement will

not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for Consultant or its subcontractors, by the minimum insurance required by this Agreement, nor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

5. Negligence by the City: Consultant is not required hereunder to defend City or its agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence.

**F. AFFIRMATIVE ACTION/OTHER LAWS**

1. Kansas Act Against Discrimination: During the performance of this Agreement, Consultant agrees that:
  - a. Consultant will observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, gender, disability, national origin, ancestry, or age;
  - b. in all solicitations or advertisements for employees, Consultant will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("commission");
  - c. if Consultant fails to comply with the way Consultant reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Consultant will be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by City without penalty;
  - d. if Consultant is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Consultant will be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
  - e. Consultant will include the provisions of subsections a. through d. in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
2. Exceptions to Applicability: The provisions of this Section will not apply to a contract entered into by City with Consultant if (a) Consultant employs fewer than four (4) employees during the term of such contract; or (b) Consultant's contract with City totals Ten Thousand Dollars (\$10,000) or less in aggregate.

3. Kansas Age Discrimination in Employment Act: Consultant further agrees and acknowledges that it will abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this Project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.
4. Kansas Fairness in Public Construction Contract Act: The Parties agree and acknowledge that the services provided under this Agreement are within the scope of the Kansas Fairness in Public Construction Contract Act (K.S.A. 16-1901 et seq.) and that no provision of this Agreement waives, alters, or supersedes any provisions of said Act.

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

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

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

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

#### **I. NO THIRD-PARTY BENEFICIARIES**

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

#### **J. INDEPENDENT CONTRACTOR**

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

#### **K. DELIVERABLES**

1. Project Drawings: Project drawings which are developed by Consultant using a Computer Aided Drafting (CAD) System will be made available to City per the City of Olathe Technical Specifications and Design Criteria for Public Improvements. However, due to the potential that the information set forth on the electronic media could be modified by City, or other City consultants, unintentionally or otherwise, Consultant will

remove all indices of its ownership, professional corporation name, seal, and/or involvement from each electronic display. If City provides such electronic media to others for any purpose, City will require the electronic media to be returned to City upon completion of such use. City recognizes that use of such electronic media will be at City's sole risk and without any liability risk or legal exposure by Consultant.

2. Project Documentation: All documentation provided City other than Project drawings will be furnished in either Microsoft Word file format or pdf format.
3. Conformed To Construction Drawings ("As Built" Drawings): Following construction, City and/or construction contractor will provide copies of changes and alterations made in the field during construction to Consultant to provide Conformed To Construction Drawings per the City of Olathe Technical Specifications and Design Criteria for Public Improvements. Consultant may rely on the information provided by City in preparing such documents, subject to the professional standard of care required by this Agreement.

#### **L. COVENANT AGAINST CONTINGENT FEES**

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

#### **M. COMPLIANCE WITH LAWS**

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

#### **N. TITLES, SUBHEADS AND CAPITALIZATION**

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

**O. SEVERABILITY CLAUSE**

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

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

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

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

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



**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

**BARTLETT & WEST, INC.**

By: \_\_\_\_\_  
Bob Gilbert, COO

10895 Grandview Drive, Suite 110  
Corporate Woods Building 24  
Overland Park, KS 66210

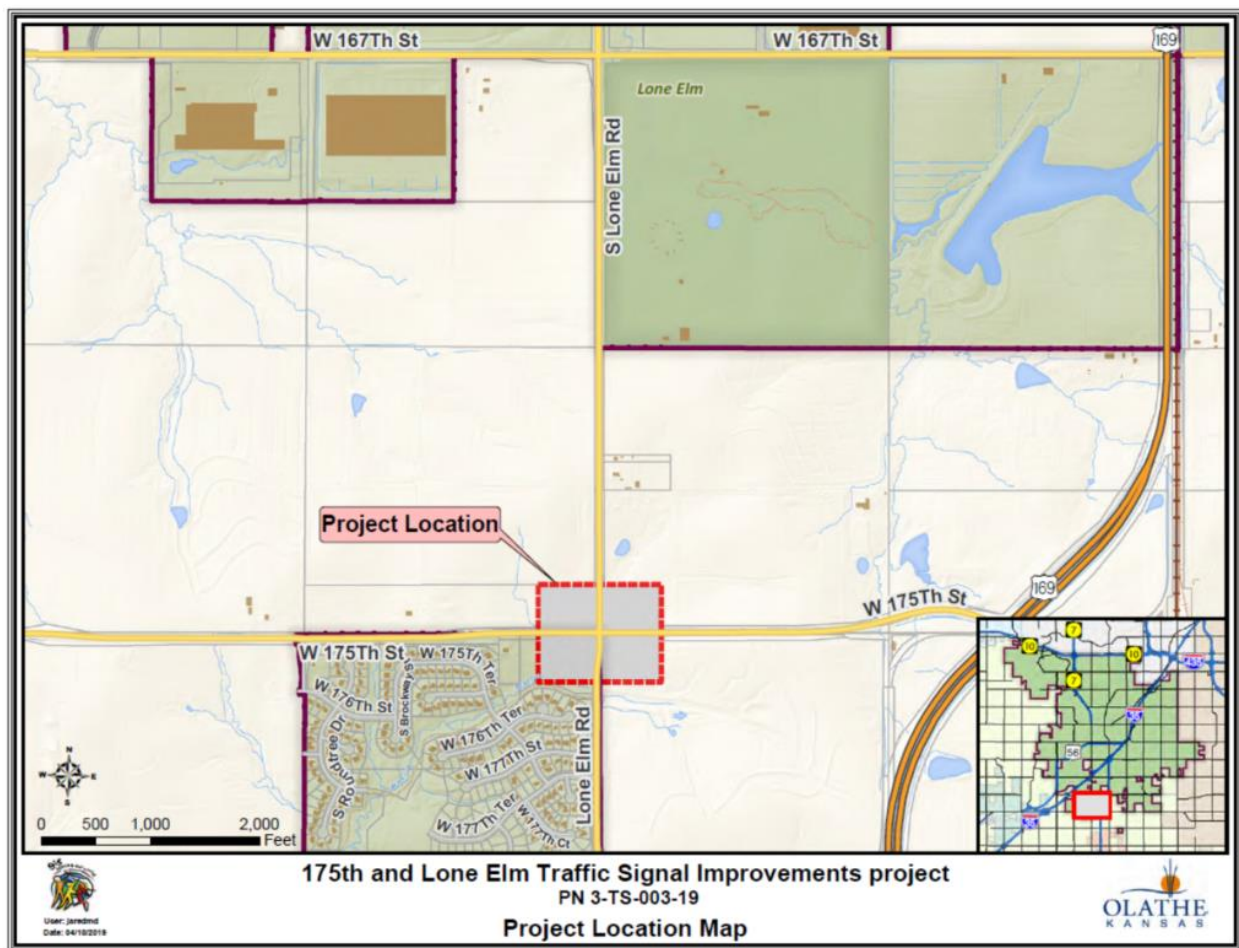
**TABLE OF CONTENTS  
OF EXHIBITS**

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

## Description of Project & Map

The project includes the installation of a traffic signal at the intersection of 175<sup>th</sup> Street and Lone Elm Road. The project includes minor geometric improvements to Lone Elm Road including adding a southbound right turn lane. A new fiber-optic line will be from the next signal to the north to this location. This is a joint project between the City of Olathe and Johnson County Public Works.

The project will include the survey of existing condition, identifying and coordinating any utility conflicts, cost estimates, acquisition documents (title reports, surveyed exhibits and easement documents) needed for right-of-way and easements (four properties assumed), developing construction plans in accordance with City of Olathe specifications, coordination with both the City of Olathe and Johnson county, obtaining required permits, and assisting the City with bidding of the project for construction and some construction phase services. The services do not include traffic analysis and signal warrants, adding new lanes on 175<sup>th</sup> Street, extending the box culvert, or surveying and detailed plans for the addition of the fiber optic line.



## **EXHIBIT B**

### **Scope of Services**

#### **TASK 1 – SURVEY AND DATA COLLECTION**

- 1.1 Kickoff meeting with City staff.
- 1.2 Locate section corners and property corners within the project area to establish section lines, property lines and existing right-of-way.
- 1.3 Establish project horizontal and vertical control utilizing the GPS Reference Station Network. The survey data will be based on the Kansas State Plane coordinate system 1983 datum with NAVD 88 vertical control.
- 1.4 Perform One-Call request for utility locates. Field locate utilities based on utility company information and/or physical evidence of said utility.
- 1.5 Perform topographic survey in the general area of the project site.
- 1.6 Establish benchmarks and horizontal control points to allow construction staking of the project.
- 1.7 Johnson County Records and Tax Administration Office (RTA) records will be researched for existing plats, property lines and easements on the properties adjacent to the project.
- 1.8 Obtain Ownership and Encumbrance Reports (O&E) for 4 properties.
- 1.9 Establish property lines, section lines and roadway centerlines from surveyed and collected data.
- 1.10 Obtain and review available such as aerial mapping, flown LiDAR contours, and parcel lines. Review mapping of other City utilities, such as water and sewer systems. Information will be provided by the City to the consultant in digital format (shapefiles from GIS and/or PDFs of as-built plans) for consultant use.
- 1.11 Request, obtain, and review information from utility companies near the project location.
- 1.12 Develop project base map incorporating survey data and the data provided by the City.
- 1.13 Field check of project mapping and collecting pictures to be used in the design.
- 1.14 No geotechnical services included in this scope of work.
- 1.15 No traffic counts or traffic analysis is included in this scope of services.

#### **TASK 2 – PRELIMINARY DESIGN**

- 2.1 Develop proposed lane additions and alignment adjustment for Lone Elm.
- 2.2 Assess future lane configurations and sketch the future scenario.
- 2.3 Layout signal posts, mast arms, control cabinet and conduit for the signal.
- 2.4 Determine location of power supply and connection to signal and lighting equipment. Coordinate with utility company for power supply connection needs.
- 2.5 Layout street lighting for the intersection.
- 2.6 No storm drainage modifications and calculations are included in this scope of work.
- 2.7 Develop preliminary plans for the proposed improvements. Construction drawings will be prepared on 22" x 34" size sheets and submitted in PDF form. The scale shall be as determined to be appropriate. The preliminary plan set is anticipated to include:
  - 2.7.1 Cover Sheet
  - 2.7.2 General Notes, Quantities and Legend
  - 2.7.3 Typical Section
  - 2.7.4 Plan and Profile Sheets. Assumes 4 sheets at 20 scale.
  - 2.7.5 Traffic Signal Plan Sheet

- 2.7.6 Fiber-Optic Interconnect Sheet (conceptual at 100-scale)
- 2.7.7 Pavement Marking and Signing
- 2.7.8 Street Light Layout
- 2.7.9 Cross Sections
- 2.8 Calculate quantities and develop opinion of probable cost to assist with budget assessment.
- 2.9 Submit plans and cost estimate to City in PDF form.
- 2.10 Meet with the City to review preliminary plans.
- 2.11 Submit preliminary plans to each utility and conduct one utility coordination meeting to review plans and solicit comments. City to provide utility contact information.
- 2.12 Prepare exhibits for one public meeting and attend public meeting.
- 2.13 Prepare permanent easement/right-of-way and temporary easement documents (legal descriptions and exhibits only) to acquire necessary easements or rights-of-way. The City will insert the legal descriptions and exhibits into their standard easement forms. It is anticipated that 4 tracts will require easements or right-of-way.
- 2.14 No box culvert design is included in this scope of services.
- 2.15 No pedestrian signal equipment included in this scope of services.
- 2.16 No permitting is assumed to be necessary for the project.

### **TASK 3 – Final Plans**

- 3.1 Incorporate City, utility and public comments into the plans.
- 3.2 Develop construction plans for the proposed improvements. Construction drawings will be prepared on 22" x 34" size sheets and submitted in PDF form. The scale shall be as determined to be appropriate. The plan set is anticipated to include:
  - 3.2.1 Cover Sheet
  - 3.2.2 General Notes, Quantities and Legend
  - 3.2.3 Typical Section
  - 3.2.4 Plan and Profile Sheets. Assumes 4 sheets at 20 scale.
  - 3.2.5 Survey Reference Information
  - 3.2.6 Traffic Signal Plan Sheet
  - 3.2.7 Traffic Signal Installation Standards Sheets (Assume 8 sheets)
  - 3.2.8 Traffic Signal Quantities Sheet
  - 3.2.9 Traffic Signal Controller Wiring Details
  - 3.2.10 Wiring Diagram
  - 3.2.11 Fiber-Optic Interconnect Sheet (conceptual at 100-scale)
  - 3.2.12 Pavement Marking Plan
  - 3.2.13 Signing Plan (no cross sections)
  - 3.2.14 Lighting Plan
  - 3.2.15 Traffic Control Plan
  - 3.2.16 Erosion Control Plan
  - 3.2.17 Standard Details
  - 3.2.18 Cross Sections
- 3.3 Prepare Project Manual, including Project Special Provisions (PSP) and Division 0, 1, 2 and other specifications as required.
- 3.4 Update opinion of probable cost.
- 3.5 Submit construction plans to each utility and conduct one utility coordination meeting to review plans and solicit comments.

- 3.6 Meet with the City to review final plans. Bartlett & West to provide 5 half-sized plan sets and 5 comb bound project manuals.
- 3.7 Incorporate City and utility comments and submit final signed/sealed PDF documents to the City for bidding.

#### **TASK 4 – PROJECT MANAGEMENT AND COORDINATION**

- 4.1 Communication with the City throughout the project including regular progress reports.
- 4.2 General project administration and invoicing throughout the project – assumes bi-weekly phone calls and emails on project status.
- 4.3 No additional meetings are included in this scope of services.

#### **TASK 5 – BIDDING PHASE SERVICES**

- 5.1 Attend Prebid meeting with the City and contractors. Assumes City to prepare for and conduct meeting.
- 5.2 Answer questions from bidders during bidding regarding plans and specifications.
- 5.3 Develop any necessary addendums.
- 5.4 Attend the bid opening and assist City in evaluating bids. Prepare recommendation in the form of an email. City to run meeting and check references.

#### **TASK 6 – CONSTRUCTION PHASE SERVICES**

- 6.1 Attend preconstruction conference. Assumes City to prepare for and conduct meeting.
- 6.2 Answer questions from the City and Contractor during construction (assumes 4 phone calls to discuss plans).
- 6.3 Construction observation to be performed by the City.

# Exhibit C

## BARTLETT & WEST, INC. 2019 SCHEDULE OF HOURLY CHARGES Effective January 1, 2019

Engineer Landscape Architect Architect Planner	XI	\$225.00	Right-of-Way Technician VI	\$119.00
	X	205.00	Right-of-Way Technician V	110.00
	IX	190.00	Right-of-Way Technician IV	100.00
	VIII	178.00	Right-of-Way Technician III	90.00
	VII	165.00	Right-of-Way Technician II	79.00
	VI	150.00	Right-of-Way Technician I	68.00
	V	140.00		
	IV	130.00	GIS Coordinator IX	\$225.00
	III	120.00	GIS Coordinator VIII	210.00
	II	110.00	GIS Coordinator VII	200.00
	I	98.00	GIS Coordinator VI	184.00
Engineering Technician XI		\$175.00	GIS Coordinator V	174.00
Engineering Technician X		150.00	GIS Coordinator IV	160.00
Engineering Technician IX		130.00	GIS Coordinator III	145.00
Engineering Technician VIII		117.00	GIS Coordinator II	130.00
Engineering Technician VII		105.00	GIS Coordinator I	120.00
Engineering Technician VI		97.00		
Engineering Technician V		90.00	GIS Developer/DBA V	\$160.00
Engineering Technician IV		83.00	GIS Developer/DBA IV	150.00
Engineering Technician III		70.00	GIS Developer/DBA III	140.00
Engineering Technician II		60.00	GIS Developer/DBA II	130.00
Engineering Technician I		50.00	GIS Developer/DBA I	120.00
			GIS Analyst V	\$130.00
Surveyor X		\$180.00	GIS Analyst IV	120.00
Surveyor IX		165.00	GIS Analyst III	110.00
Surveyor VIII		150.00	GIS Analyst II	100.00
Surveyor VII		135.00	GIS Analyst I	90.00
Surveyor VI		123.00		
Surveyor V		110.00	GIS Technician IV	\$90.00
Surveyor IV		98.00	GIS Technician III	80.00
Surveyor III		88.00	GIS Technician II	70.00
Surveyor II		77.00	GIS Technician I	60.00
Surveyor I		67.00		
			Project Coordinator VII	\$208.00
Survey Technician VIII		\$125.00	Project Coordinator VI	180.00
Survey Technician VII		109.00	Project Coordinator V	165.00
Survey Technician VI		98.00	Project Coordinator IV	140.00
Survey Technician V		85.00	Project Coordinator III	125.00
Survey Technician IV		75.00	Project Coordinator II	115.00
Survey Technician III		66.00	Project Coordinator I	103.00
Survey Technician II		58.00		
Survey Technician I		53.00	Systems Analyst	\$160.00
			Systems Administrator	120.00
			Systems Technician	80.00
Construction Eng. Tech IX		\$155.00		
Construction Eng. Tech VIII		145.00	Administrator VI	\$125.00
Construction Eng. Tech VII		130.00	Administrator V	110.00
Construction Eng. Tech VI		120.00	Administrator IV	100.00
Construction Eng. Tech V		110.00	Administrator III	85.00
Construction Eng. Tech IV		99.00	Administrator II	74.00
Construction Eng. Tech III		87.00	Administrator I	66.00
Construction Eng. Tech II		77.00		
Construction Eng. Tech I		68.00	Administrative Technician V	\$72.00
Right-of-Way Specialist IV		\$208.00	Administrative Technician IV	65.00
Right-of-Way Specialist III		165.00	Administrative Technician III	58.00
Right-of-Way Specialist II		143.00	Administrative Technician II	53.00
Right-of-Way Specialist I		127.00	Administrative Technician I	47.00

## REIMURSABLE EXPENSE RATES

* Represents a new charge type added			
<b>REPRODUCTION</b>			
Blackline Prints			
Bond, Full Size - 24x36	\$ 1.00	Each	PBOND1
Bond, Half Size Reduction - 11x17	\$ 0.70	Each	PBOND 1/2
Vellum, Full Size - 24x36	\$ 6.00	Each	PVELLUM
Mylar, Full Size – 24x36	\$ 12.00	Each	PMYLAR
Photocopies			
Black & White - up to 11x17	\$ 0.15	Each	COPIES
Small Size Color Copies, 8.5x11	\$ 0.90	Each	CCOPY
Large Size Color Copies, > 8.5x11	\$ 1.50	Each	CCOPYLG
* On-line Documents	\$ 2.00	Each	ONLINEDOC
Scan			
Small Scan – 8.5 x 11 (Black/Color)	\$ 0.12	Each	PGSCAN
Full Size Scan – 24x36 – (Black)	\$ 2.00	Each	SCAN
Full Size Scan – 24x36 – (Color)	\$ 5.00	Each	CSCAN
Inkjet Plotters – 24x36			
Bond (Black)	\$ 1.50	Lin. Ft.	PLOT
Bond (Color)	\$ 2.50	Lin. Ft.	PLOT C
Vellum (Black/Color)	\$ 3.00	Lin. Ft.	PLOT V
Mylar (Black/Color)	\$ 6.00	Lin. Ft.	PLOT M
<b>SYSTEMS &amp; SOFTWARE CHARGES</b>			
CADD Software Charges (AutoCAD, Civil 3D, LDD, GEOPAC etc.)	\$ 7.00	Hour	CADD
GIS Software Charges (ArcView, ArcInfo, ArcEditor)	\$ 7.00	Hour	GIS
<b>FIELD EQUIPMENT &amp; MATERIALS</b>			
Nuclear Density Testing Equipment	\$ 30.00	Hour	NUCLEAR
Survey Equipment			
Survey Equipment One-Man	\$ 50.00	Hour	SEQ1



Crew			
Survey Equipment Two-Man Crew	\$ 25.00	Hour	SEQ2
<b>FIELD EQUIPMENT &amp; MATERIALS (cont.)</b>			
LiDAR Equipment			
LiDAR Equipment Charges (Static)	\$ 1500.00	Day	LIDAR
LiDAR Equipment Charges (Mobile)	Minimum \$5000/day up to 5 miles per day. Add'l miles per day are \$1000/mile after 5 mile minimum is reached.	Day/Mile	LIDAR_MOB_M
Staking Materials			
Lath & Flats (16")	\$ 0.45	Each	LATH/FLAT
Lath & Flats (48")*	\$ 0.70	Each	LATH48
Wooden Hubs	\$ 0.40	Each	HUBS
Iron Pins	\$ 1.55	Each	IRONPIN
<b>VEHICLES</b>			
Trucks, Cars, SUV's - all vehicles	\$ 0.58 to \$ 0.66	Mile	varies
ATV (All-Terrain Vehicle)	\$ 50.00	Day	ATV
ATV (All Terrain Vehicle) incl. Trailer	\$ 75.00	Day	ATVT
UTV (Utility Terrain Vehicle) incl. Trailer	\$ 130.00	Day	UTVT
<b>MISCELLANEOUS</b>			
Per Diem	Per established Per Diem	Day	

**PROJECT FEE ESTIMATING SHEET**

**Design Phase Services - 175th and Lone Elm  
Olathe, Johnson County, KS**

Tasks		Eng. VIII	Eng. IV	Eng. I	Surv. VIII	Surv. VI	Surv. Tech VI	Admin. II	Labor	Other Direct Costs		Total	Subtotal
									Costs	Item	Cost	Fee	Fee
		\$178.00	\$130.00	\$98.00	\$165.00	\$123.00	\$98.00	\$74.00					
<b>1. SURVEY AND DATA COLLECTION</b>													<b>\$28,346.00</b>
1.1	Kickoff meeting with City staff.	4	4						\$1,232.00	Mileage	\$20.00	\$1,252.00	
1.2	Locate section corners and property corners within the project area to establish section lines, property lines and existing right-of-way.					16	16		\$3,536.00	Mileage, Survey Equipment	\$800.00	\$4,336.00	
1.3	Establish project horizontal and vertical control utilizing the GPS Reference Station Network. The survey data will be based on the Kansas State Plane coordinate system 1983 datum with NAVD 88 vertical control.				1	4	4		\$1,049.00	Mileage, Survey Equipment	\$300.00	\$1,349.00	
1.4	Perform One-Call request for utility locates. Field locate utilities based on utility company information and/or physical evidence of said utility.				1		24		\$2,517.00	Mileage, Survey Equipment	\$700.00	\$3,217.00	
1.5	Perform topographic survey in the general area of the project site.				1		16		\$1,733.00	Mobile LIDAR	\$5,000.00	\$6,733.00	
1.6	Establish benchmarks and horizontal control points to allow construction staking of the project.				1	4	4		\$1,049.00	Mileage, Survey Equipment	\$300.00	\$1,349.00	
1.7	Johnson County Records and Tax Administration Office (RTA) records will be researched for existing plats, property lines and easements on the properties adjacent to the project.						6		\$588.00	Copies	\$200.00	\$788.00	
1.8	Obtain Ownership and Encumbrance Reports (O&E) for 4 properties.					2			\$246.00	O&E Reports	\$2,000.00	\$2,246.00	
1.9	Establish property lines, section lines and roadway centerlines from surveyed and collected data.					12			\$1,476.00		\$0.00	\$1,476.00	
1.10	Obtain and review available data such as aerial mapping, flown LIDAR contours, City Traffic Signal standards, and parcel lines. Review mapping of other City utilities, such as water and sewer systems. Information will be provided by the City to the consultant in digital format (shapefiles from GIS and/or PDFs of as-built plans) for consultant use.		2	2					\$456.00	CAD	\$14.00	\$470.00	
1.11	Request, obtain, and review information from utility companies near the project location.					4			\$492.00		\$0.00	\$492.00	
1.12	Develop project base map incorporating survey data and the data provided by the City.				2	8	24		\$3,666.00	CAD	\$168.00	\$3,834.00	
1.13	Field check of project mapping and collecting pictures to be used in the design.			8					\$784.00	Mileage	\$20.00	\$804.00	
1.14	No geotechnical services included in this scope of work.								\$0.00		\$0.00	\$0.00	
1.15	No traffic counts or traffic analysis is included in this scope of work.								\$0.00		\$0.00	\$0.00	
<b>2. PRELIMINARY DESIGN</b>													<b>\$41,750.00</b>
2.1	Develop proposed lane additions and alignment adjustment for Lone Elm.		4	16					\$2,088.00	CAD	\$112.00	\$2,200.00	
2.2	Assess future lane configurations and sketch the future scenario.		4	12					\$1,696.00	CAD	\$84.00	\$1,780.00	
2.3	Layout signal posts, mast arms, control cabinet and conduit for the signal.		4	16					\$2,088.00	CAD	\$112.00	\$2,200.00	
2.4	Determine location of power supply and connection to signal and lighting equipment. Coordinate with utility company for power supply connection needs.		2	8					\$1,044.00	CAD	\$56.00	\$1,100.00	
2.5	Layout street lighting for the intersection.		4	12					\$1,696.00	CAD	\$84.00	\$1,780.00	
2.6	No storm drainage modifications and calculations are included in this scope of work.								\$0.00		\$0.00	\$0.00	

Tasks									Labor Costs	Other Direct Costs		Total Fee	Subtotal Fee
		Eng. VIII	Eng. IV	Eng. I	Surv. VIII	Surv. VI	Surv. Tech VI	Admin. II		Item	Cost		
		\$178.00	\$130.00	\$98.00	\$165.00	\$123.00	\$98.00	\$74.00					
	2.7 Develop preliminary plans for the proposed improvements. Construction drawings will be prepared on 22" x 34" size sheets and submitted in PDF form. The scale shall be as determined to be appropriate. The preliminary plan set is anticipated to include:												
	2.7.1 Cover Sheet		1	2					\$326.00	CAD	\$14.00	\$340.00	
	2.7.2 General Notes, Quantities, and Legend		1	6					\$718.00	CAD	\$42.00	\$760.00	
	2.7.3 Typical Section		1	8					\$914.00	CAD	\$56.00	\$970.00	
	2.7.4 Plan and Profile Sheets. Assumes 4 sheets at 20 scale.	2	4	24					\$3,228.00	CAD	\$168.00	\$3,396.00	
	2.7.5 Traffic Signal Plan Sheet	2	4	16					\$2,444.00	CAD	\$112.00	\$2,556.00	
	2.7.6 Fiber-Optic Interconnect Sheet (conceptual at 100-scale)		2	8					\$1,044.00	CAD	\$56.00	\$1,100.00	
	2.7.7 Pavement Marking and Signing	1	4	16					\$2,266.00	CAD	\$112.00	\$2,378.00	
	2.7.8 Street Light Layout	2	8	20					\$3,356.00	CAD	\$140.00	\$3,496.00	
	2.7.9 Cross Sections (assume 10 sheets at 25 ft intervals)	2	16	40					\$6,356.00	CAD	\$280.00	\$6,636.00	
	2.8 Calculate quantities and develop opinion of probable cost to assist with budget assessment.	1	2	16					\$2,006.00		\$0.00	\$2,006.00	
	2.9 Submit plans and cost estimate to City in PDF form.	1	1						\$308.00		\$0.00	\$308.00	
	2.10 Meet with the City to review preliminary plans.	4	4						\$1,232.00	Mileage	\$20.00	\$1,252.00	
	2.11 Submit preliminary plans to each utility and conduct one utility coordination meeting to review plans and solicit comments. City to provide utility contact information.	4	4	4					\$1,624.00		\$0.00	\$1,624.00	
	2.12 Prepare exhibits for one public meeting and attend public meeting.	6	6	16					\$3,416.00	CAD	\$112.00	\$3,528.00	
	2.13 Prepare permanent easement/right-of-way and temporary easement documents (legal descriptions and exhibits only) to acquire necessary easements or rights-of-way. The City will insert the legal descriptions and exhibits into their standard easement forms. It is anticipated that 4 tracts will require easements or right-of-way.				4		16		\$2,228.00	CAD	\$112.00	\$2,340.00	
	2.14 No box culvert design is included in this scope of services.								\$0.00		\$0.00	\$0.00	
	2.15 No pedestrian signal equipment included in this scope of services.								\$0.00		\$0.00	\$0.00	
	2.16 No permitting is assumed to be necessary for the project.								\$0.00		\$0.00	\$0.00	
<b>3.</b>	<b>FINAL PLANS</b>												<b>\$49,986.00</b>
	3.1 Incorporate City, utility, and public comments into the plans.	1	8	32					\$4,354.00	CAD	\$224.00	\$4,578.00	
	3.2 Develop construction plans for the proposed improvements. Construction drawings will be prepared on 22" x 34" size sheets and submitted in PDF form. The scale shall be as determined to be appropriate. The plan set is anticipated to include:												
	3.2.1 Cover Sheet			1					\$98.00	CAD	\$7.00	\$105.00	
	3.2.2 General Notes, Quantities and Legend		1	4					\$522.00	CAD	\$28.00	\$550.00	
	3.2.3 Typical Section		1	2					\$326.00	CAD	\$14.00	\$340.00	
	3.2.4 Plan and Profile Sheets. Assumes 4 sheets at 20 scale.	2	4	16					\$2,444.00	CAD	\$112.00	\$2,556.00	
	3.2.5 Survey Reference Information			4	1				\$557.00	CAD	\$28.00	\$585.00	
	3.2.6 Traffic Signal Plan Sheet	2	4	8					\$1,660.00	CAD	\$56.00	\$1,716.00	
	3.2.7 Traffic Signal Installation Standards Sheets (Assume 8 sheets)		4	8					\$1,304.00	CAD	\$56.00	\$1,360.00	
	3.2.8 Traffic Signal Quantities Sheet		4	12					\$1,696.00	CAD	\$84.00	\$1,780.00	
	3.2.9 Traffic Signal Controller Wiring Details		4	8					\$1,304.00	CAD	\$56.00	\$1,360.00	
	3.2.10 Wiring Diagram		8	16					\$2,608.00	CAD	\$112.00	\$2,720.00	
	3.2.11 Fiber-Optic Interconnect Sheet (conceptual at 100-scale)	2	4	8					\$1,660.00	CAD	\$56.00	\$1,716.00	
	3.2.12 Pavement Marking Plan		1	4					\$522.00	CAD	\$28.00	\$550.00	
	3.2.13 Signing Plan (no cross sections)		1	8					\$914.00	CAD	\$56.00	\$970.00	
	3.2.14 Lighting Plan	2	12	32					\$5,052.00	CAD	\$224.00	\$5,276.00	
	3.2.15 Traffic Control Plan	2	4	24					\$3,228.00	CAD	\$168.00	\$3,396.00	
	3.2.16 Erosion Control Plan		2	12					\$1,436.00	CAD	\$84.00	\$1,520.00	
	3.2.17 Standard Details		2	8					\$1,044.00	CAD	\$56.00	\$1,100.00	
	3.2.18 Cross Sections	2	8	40					\$5,316.00	CAD	\$280.00	\$5,596.00	

Tasks									Labor	Other Direct Costs		Total	Subtotal
		Eng. VIII	Eng. IV	Eng. I	Surv. VIII	Surv. VI	Surv. Tech VI	Admin. II	Costs	Item	Cost	Fee	Fee
		\$178.00	\$130.00	\$98.00	\$165.00	\$123.00	\$98.00	\$74.00					
	3.3 Prepare Project Manual, including Project Special Provisions (PSP) and Division 0, 1, 2 and other specifications as required.	4	16						\$2,792.00			\$2,792.00	
	3.4 Update opinion of probable cost.		2	16					\$1,828.00			\$1,828.00	
	3.5 Submit construction plans to each utility and conduct one utility coordination meeting to review plans and solicit comments.	4	4	4					\$1,624.00	CAD	\$28.00	\$1,652.00	
	3.6 Meet with City to review final plans. Bartlett & West to provide 5 half-sized plan sets and 5 comb bound project manuals.	4	4	4					\$1,624.00	Prints, Mileage	\$400.00	\$2,024.00	
	3.7 Incorporate City and utility comments and submit final signed/sealed PDF documents to the City for bidding.	2	8	24					\$3,748.00	CAD	\$168.00	\$3,916.00	
4. PROJECT MANAGEMENT AND COORDINATION													\$5,296.00
	4.1 Communication with the City throughout the project including regular progress reports.	8	8						\$2,464.00	CAD	\$0.00	\$2,464.00	
	4.2 General project administration and invoicing throughout the project – assumes bi-weekly phone calls and emails on project status.	8	4					12	\$2,832.00		\$0.00	\$2,832.00	
	4.3 No additional meetings are included in this scope of services.								\$0.00		\$0.00	\$0.00	
5. BIDDING PHASE SERVICES													\$3,588.00
	5.1 Attend prebid meeting with the City and contractors. Assumes City to prepare for and conduct meeting.	1	4						\$698.00	Mileage	\$20.00	\$718.00	
	5.2 Answer questions from bidders during bidding regarding plans and specifications.	1	4						\$698.00		\$0.00	\$698.00	
	5.3 Develop any necessary addendums.	1	2	8					\$1,222.00	CAD	\$56.00	\$1,278.00	
	5.4 Attend the bid opening and assist the City in evaluating bids. Prepare recommendation in the form of an email. City to run meeting and check references.	1	4	2					\$894.00		\$0.00	\$894.00	
6. CONSTRUCTION PHASE SERVICES													\$1,772.00
	6.1 Attend preconstruction conference. Assumes City to prepare for and conduct meeting.	4	4						\$1,232.00	Mileage	\$20.00	\$1,252.00	
	6.2 Answer questions from the City and Contractor during construction (assumes 4 phone calls to discuss plans).		4						\$520.00		\$0.00	\$520.00	
	6.3 Construction observation to be performed by the City.								\$0.00		\$0.00	\$0.00	
TOTALS		80	222	555	11	50	110	12	\$117,123.00		\$13,615.00	\$130,738.00	
Grand Total												\$130,738.00	

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

- \_\_\_ 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**



**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

7/25/2019

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 any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>IMA, Inc. - NE Kansas Division</b> <b>51 Corporate Woods</b> <b>9393 W 110th Street, Suite 600</b> <b>Overland Park, KS 66210</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): 913 982-3650</b> <b>FAX (A/C, No): 9139823495</b> <b>E-MAIL ADDRESS:</b>																					
<b>INSURED</b> <b>Bartlett &amp; West, Inc.</b> <b>1200 SW Executive Drive</b> <b>Topeka, KS 66615-3850</b>	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td colspan="2">INSURER A : National Fire Ins. Company of Hartford</td><td>20478</td></tr> <tr> <td colspan="2">INSURER B : Continental Insurance Company</td><td>35289</td></tr> <tr> <td colspan="2">INSURER C : RSUI Indemnity Company</td><td>22314</td></tr> <tr> <td colspan="2">INSURER D : Beazley Insurance Company</td><td>37540</td></tr> <tr> <td colspan="2">INSURER E :</td><td></td></tr> <tr> <td colspan="2">INSURER F :</td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : National Fire Ins. Company of Hartford		20478	INSURER B : Continental Insurance Company		35289	INSURER C : RSUI Indemnity Company		22314	INSURER D : Beazley Insurance Company		37540	INSURER E :			INSURER F :		
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**COVERAGES****CERTIFICATE NUMBER:****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 INSR	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:			6042700793	07/01/2019	07/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			6042700731	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			6043288583	07/01/2019	07/01/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
C	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			NHA086750	07/01/2019	07/01/2020	Ea Occ/Agg \$4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6042700745	07/01/2019	07/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability			V1BE77190401	07/01/2019	07/01/2020	\$5,000,000 Each Claim \$10,000,000 Aggregate

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

**Re: Project #3-TS-003-19, 175th and Lone Elm Traffic Signal Improvements**

City of Olathe, Kansas is included as Additional Insured on the General Liability and Automobile Liability Policies if required by written contract or agreement and with respect to work performed by Insured subject to the policy terms and conditions. The Insurers will provide [30] days written notice of cancellation to the Certificate Holder for cancellation reasons other than non-payment of premium. The Insurers will provide [10] days written notice of cancellation to the Certificate Holder for non-payment of premium.

**CERTIFICATE HOLDER****CANCELLATION**

City of Olathe, Kansas  
 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



**Blanket Additional Insured - Owners, Lessees or  
Contractors - with Products-Completed  
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

It is understood and agreed as follows:

- I.** The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **coverage part**, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
- A.** unless paragraph **B.** below applies,
- 1.** **bodily injury, property damage, or personal and advertising injury** caused in whole or in part by the acts or omissions by or on behalf of the **Named Insured** and in the performance of such **Named Insured's** ongoing operations as specified in such **written contract**; or
  - 2.** **bodily injury or property damage** caused in whole or in part by **your work** and included in the **products-completed operations hazard**, and only if
    - a.** the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
    - b.** this **coverage part** provides such coverage.
- B.** **bodily injury, property damage, or personal and advertising injury** arising out of **your work** described in such **written contract**, but only if:
- 1.** this **coverage part** provides coverage for **bodily injury or property damage** included within the **products completed operations hazard**; and
  - 2.** the **written contract** specifically requires the **Named Insured** to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.
- II.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A.** coverage broader than required by the **written contract**; or
- B.** a higher limit of insurance than required by the **written contract**.
- III.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A.** the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
- 1.** the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - 2.** supervisory, inspection, architectural or engineering activities; or
- B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- IV.** Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance is required by **written**

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**Blanket Additional Insured - Owners, Lessees or  
Contractors - with Products-Completed  
Operations Coverage Endorsement**

**contract** to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

**V. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:**

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**VI. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:**

**Written contract** means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  1. the **bodily injury** or **property damage**; or
  2. the offense that caused the **personal and advertising injury**for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****EXTENDED COVERAGE ENDORSEMENT – BA PLUS**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM****I. LIABILITY COVERAGE****A. Who Is An Insured**

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that,**
  - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
  - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
  - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

**B. Bail Bonds and Loss of Earnings**

**Section II, Paragraphs A.2.a.(2) and A.2.a.(4)** are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is increased from \$2,000 to \$5,000, and
2. In **a.(4)**, the limit for the loss of earnings is increased from \$250 to \$500 a day.

**C. Fellow Employee**

**Section II, Paragraph B.5** does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

**II. PHYSICAL DAMAGE COVERAGE****A. Towing**

**Section III, Paragraph A.2.,** is revised to include Light Trucks up to 10,000 pounds G.V.W.

**B. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

**C. Transportation Expenses**

**Section III, Paragraph A.4.a.** is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

**D. Loss of Use Expenses**

**Section III, Paragraph A.4.b.** is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

**E. Personal Property**

The following is added to **Section III, Paragraph A.4.**

- c. We will pay up to \$500 for loss to **Personal Property** which is:

- (1) Owned by an "insured"; and

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**(2) In or on the covered "auto."**

This coverage applies only in the event of a total theft of your covered "auto."

This insurance is excess over any other collectible insurance and no deductible applies.

**F. Rental Reimbursement**

The following is added to **Section III, Paragraph A.4.:**

**d.** We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.

**1.** We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

**(a)** The number of days reasonably required to repair or replace the covered "auto"; or,

**(b)** 15 days.

**2.** Our payment is limited to the lesser of the following amounts:

**(a)** Necessary and actual expenses incurred; or,

**(b)** \$25 per day subject to a maximum of \$375.

**3.** This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

**4.** If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

**G. Hired "Autos"**

The following is added to **Section III, Paragraph A.:**

**5.** Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

**a.** Any covered "auto" you lease, hire, rent or borrow without a driver; and

**b.** Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with

your permission, while performing duties related to the conduct of your business.

**c.** The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000 whichever is less minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.

**d.** The physical damage coverage as is provided by this provision will be limited to the types of physical damage coverage(s) provided on your owned "autos."

**e.** Such physical damage coverage for hired "autos" will:

**(1)** Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

**(2)** Such coverage as is provided by this provision **G.e.(1)** will be subject to a limit of \$750 per "accident."

**H. Airbag Coverage**

The following is added to **Section III, Paragraph B.3.**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

**I. Electronic Equipment**

**Section III, Paragraphs B.4.c and B.4.d.** are deleted and replaced by the following:

**c.** Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories

**d.** A \$100 per occurrence deductible applies to the coverage provided by this provision.

**J. Diminution In Value**

The following is added to **Section III, Paragraph B.6.**

Subject to the following, the "diminution in value" exclusion does not apply to:

**a.** Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

**b.** Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual

"employee's" name, with your permission, while performing duties related to the conduct of your business.

- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:
  - (1) \$5,000; or
  - (2) 20% of the "auto's" actual cash value (ACV)

### III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III**:

- 1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:
  - a. An "auto" owned by that "executive officer" or a member of that person's household; or
  - b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision will be:

- (1) Equal to the greatest of those coverages afforded any covered "auto"; and
  - (2) Excess over any other collectible insurance.
- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

### IV. BUSINESS AUTO CONDITIONS

#### A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.**

- (4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**

- (6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

#### B. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

#### C. Policy Period, Coverage Territory

**Section IV, Paragraph B.7.b.(5)** is revised to provide:

- a. 45 days of coverage in lieu of 30 days

### V. DEFINITIONS

**Section V. Paragraph C.** is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these

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**EXHIBIT G**  
**Certificate of Good Standing to Conduct Business in Kansas**

**STATE OF KANSAS**  
**OFFICE OF**  
**SECRETARY OF STATE**  
**SCOTT SCHWAB**

I, SCOTT SCHWAB, Secretary of State of the state of Kansas, do hereby certify, that according to the records of this office.

Business Entity ID Number: 0140319

Entity Name: BARTLETT & WEST, INC.

Entity Type: DOM: FOR PROFIT CORPORATION

State of Organization: KS

Resident Agent: BARTLETT & WEST, INC.

Registered Office: 1200 SW Executive Drive, TOPEKA, KS 66615

was filed in this office on July 01, 1970, 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 June 24, 2019

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



Certificate ID: 1106494 - To verify the validity of this certificate please visit  
<https://www.kansas.gov/bess/flow/validate> and enter the certificate ID number.