

PROFESSIONAL SERVICES AGREEMENT

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

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

Indian Creek Sanitary Sewer Basin Hydraulic Study **Project No. 1-C-008-19**

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 \$376,900 (Three Hundred Seventy Six Thousand Nine Hundred Dollars), 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. Payment to Consultant will not exceed the following percentages in each phase of the Project without prior written consent of City.

2. Reimbursable Expenses: Consultant will be reimbursed at the actual cost, not to exceed a total expense of \$1,500 (One Thousand Five Hundred Dollars) for the following expenses related only to the Project: (a) expense of transportation in connection with the Project; (b) expenses in connection with authorized out-of-town travel; (c) long-distance communications; (d) expenses of printing and reproductions; (e) postage and facsimile transmissions; (f) expenses of renderings and models requested by City, and (g) other costs as authorized by City in writing as set forth herein.

B. SERVICES BEYOND THE SCOPE OF SERVICES

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

Consultant will not be paid extra by City if Consultant's appearance is to defend its Professional Services.

C. BILLING & PAYMENT

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

D. SCHEDULE

All services must be completed on or before April 10, 2020. Additional key milestone dates for the Project are described in **Exhibit B** attached hereto and incorporated by reference.

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 Project as described below:

A. 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 project manager: Kerrie Greenfelder, PE, and the principal on this Project: Darin Brickman, PE. As principal on this Project, this person will

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

3. Service By and Payment to Others: Any services authorized in writing by City and performed by any party other than Consultant or its subcontractors (a "Third Party") in connection with the proposed Project will be contracted for and paid for by City. In addition to payments for the Third Party's professional services, this may also include necessary permits, licenses, ownership certifications, materials testing, advertising costs, and other special tests or other services required or requested by City or Consultant which are not defined within the scope of services of Consultant as set forth herein. Fees for such extra services will be subject to negotiation between City and the Third Party. Fees will be approved by City in writing prior to the execution of any extra services. Although Consultant may assist City in procuring such services of Third Parties, Consultant will in no way be liable to either City or such Third Parties in any manner whatsoever for such services or for payment thereof.
4. Subcontracting or Assignment of Services: Consultant may not subcontract or assign any of the Professional Services to be performed under this Agreement without first obtaining the written approval of City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge Consultant from any obligation under this Agreement. Any person or firm proposed for subcontracting Professional Services under this Agreement will maintain throughout the duration of the Agreement, insurance as provided in Section V.D.2. herein, and will additionally maintain Professional Liability insurance in a minimum amount of \$1,000,000 per claim and in the aggregate and provide City with an insurance certificate showing the insurance limits provided by Consultant's subconsultant. Any services completed by a City-approved subcontractor of Consultant pursuant to this Agreement may not be increased more than ten percent (10%) over the actual cost of the services.
5. Endorsement: Consultant must sign and seal all final engineering reports furnished by Consultant. Any review or approval by City of any documents prepared by Consultant, will be solely for determining whether such documents are consistent with the City of Olathe Design Criteria for Public Improvements and may not be construed as City assuming responsibility for the accuracy, adequacy, fitness, suitability and coordination of Consultant's services and deliverables. No review of such documents will relieve Consultant of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its services and deliverables.
6. Inspection of Documents: Consultant must maintain all Project records for inspection by

City at reasonable times and places upon written request during the contract period and for three (3) years from the date of final payment.

7. Standard of Care: Consultant will exercise the same degree of care, skill, and diligence in the performance of the Professional Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. If Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from City, the Professional Services necessary to correct errors and omissions which are caused by Consultant's negligence.

SECTION IV - CITY OF OLATHE'S RESPONSIBILITIES

A. COMMUNICATION

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

B. ACCESS

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

C. DUTIES

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

D. PROGRAM AND BUDGET

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

E. ADMINISTRATIVE SERVICES

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

F. 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: Sabrina Parker
1385 S. Robinson Drive
Olathe, KS 66061

Burns & McDonnell Engineering Co., Inc.
Attn: Kerrie Greenfelder
9400 Ward Parkway
Kansas City, MO 64114

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. 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 D (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 E – 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 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. Consultant agrees to provide the City's Risk Manager a certificate of insurance acceptable to the Risk Manager at least seven (7) days prior to allowing the subcontractor to perform any services on this Project. Consultant agrees that any subcontractor providing services on said Project without providing a certificate of insurance acceptable to the City's Risk Manager will immediately cease all services on said Project and will assume all financial risk associated with such failure thereto.

E. INDEMNITY

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

or negligence of City or any Third Party for whom Consultant is not responsible.

4. Damage Limitations: The indemnification obligation contained in this Agreement will not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for Consultant or its subcontractors, by the minimum insurance required by this Agreement, nor under workers' compensation acts, disability benefit acts, or other employee benefit acts.
5. Negligence by the City: Consultant is not required hereunder to defend City or its agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence.

F. AFFIRMATIVE ACTION/OTHER LAWS

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

employees during the term of such contract; or (b) Consultant's contract with City totals Ten Thousand Dollars (\$10,000) or less in aggregate.

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

G. ENTIRE AGREEMENT

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

H. APPLICABLE LAW, JURISDICTION, AND VENUE

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

I. NO THIRD-PARTY BENEFICIARIES

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

J. INDEPENDENT CONTRACTOR

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

K. DELIVERABLES

1. Project Drawings: Project drawings which are developed by Consultant using a Computer Aided Drafting (CAD) System will be made available to City per the City of

Olathe Technical Specifications and Design Criteria for Public Improvements. However, due to the potential that the information set forth on the electronic media could be modified by City, or other City consultants, unintentionally or otherwise, Consultant will remove all indices of its ownership, professional corporation name, seal, and/or involvement from each electronic display. If City provides such electronic media to others for any purpose, City will require the electronic media to be returned to City upon completion of such use. City recognizes that use of such electronic media will be at City's sole risk and without any liability risk or legal exposure by Consultant.

2. Project Documentation: All documentation provided City other than Project drawings will be furnished in either Microsoft Word file format or pdf format.

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 F**).

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 Copeland, Mayor

ATTEST:

City Clerk

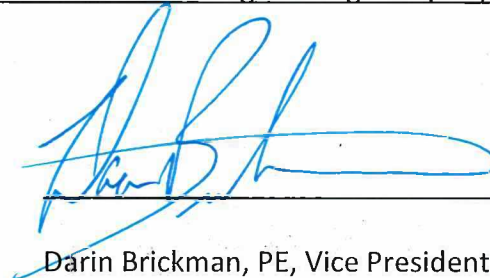
(Seal)

APPROVED AS TO FORM:

City Attorney/Deputy City Attorney/
Assistant City Attorney

Burns & McDonnell Engineering Company, Inc.

By:



Darin Brickman, PE, Vice President
9400 Ward Parkway
Kansas City, MO 64114

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EXHIBIT A

Description of Project and Map

Currently the Indian Creek Basin is treated by Johnson County Wastewater, JCW, and as rates continue to rise, the need to reduce inflow and infiltration (I/I) flows becomes paramount to stabilizing the rates for the Olathe residents. The Indian Creek Basin generally spans from 159th Street to 119th Street and east of I-35 to Quivera Road. The development of hydrologic and hydraulic model will allow the City to evaluate alternatives to maintain a high level of service while making an effort to reduce flows in the basin.

This project includes:

- Review of the existing hydrologic and hydraulic model;
- Development of a working and calibrated hydrologic and hydraulic model;
- Closed circuit television (CCTV) of main line interceptors and evaluation of the results;
- Evaluation of alternatives to aide in achieving the City's goals to reduce I/I flows to a cost-effective level and maintain a high level of service for ratepayers.

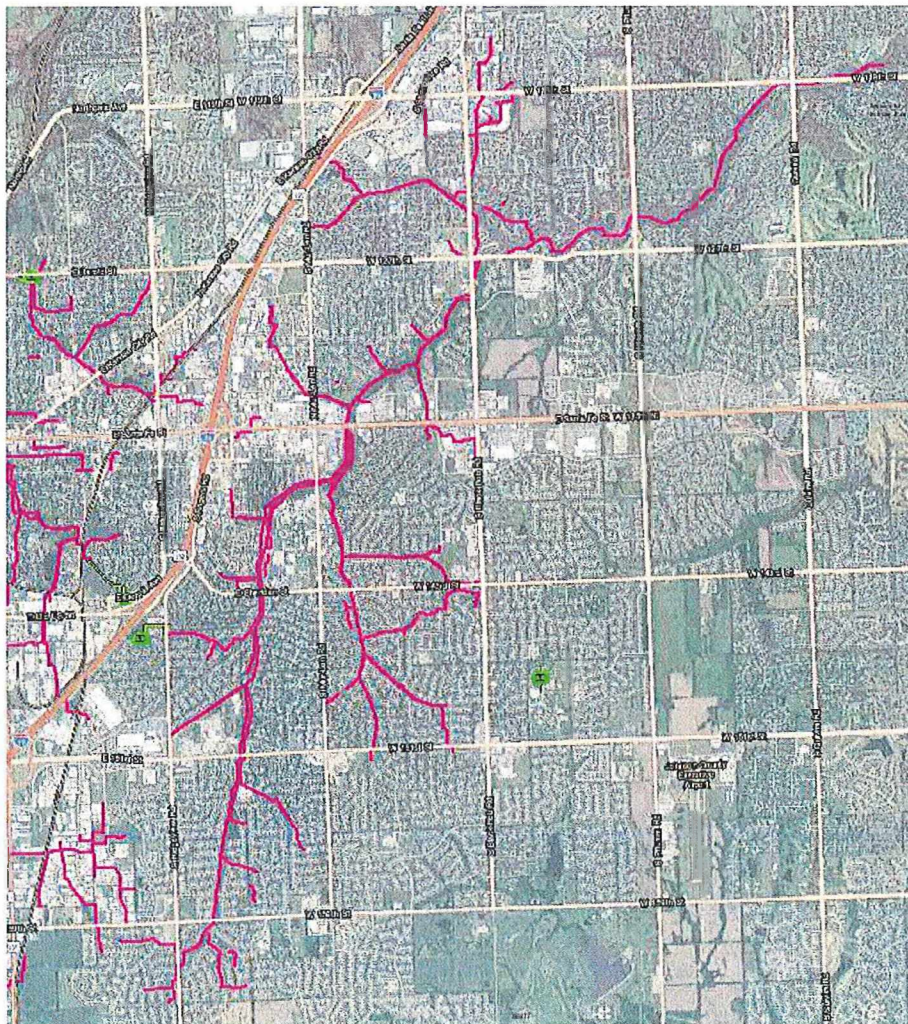


EXHIBIT B

Scope of Services

OBJECTIVE

The objective of this project is to provide a hydraulic study containing a hydrologic and hydraulic model, results, a supplementary report, and evaluate alternatives to maintain the level of service within the Indian Creek Basin and decrease inflow and infiltration (I/I) flows within a cost-effective level.

The Scope of Services for all phases of the project includes:

- Development of a hydraulic and hydrologic model for the Indian Creek Basin;
- Completion of closed circuit television (CCTV) along the interceptors within the Indian Creek Basin;
- Analysis of the CCTV results;
- Analysis of the hydraulic and hydrologic model;
- Final report documenting the model calibration and results and the CCTV results;
- Outline projects to incorporate into the City Capital Improvement Plan.

SCHEDULE

The anticipated key project milestones for the hydraulic study are:

Milestone Date	Activity
August 21, 2019	Notice to Proceed
September 13, 2019	Update Existing Hydraulic Model with Current GIS and As-Builts
September 25, 2019	Deliver Draft Data Gap Analysis TM
October 25, 2019	Complete Data Gap Field Investigations
December 20, 2019	Review Trunk Main CCTV Data
January 10, 2020	Complete Model Calibration
February 21, 2020	Analyze Model and Alternatives
March 13, 2020	Draft Hydraulic Study to the City
April 10, 2020	Final Hydraulic Study to the City

PROJECT MANAGEMENT AND ADMINISTRATION

Consultant will manage and administer project and allocate resources to complete the project activities within the schedule and budget limitations. Consultant will conduct project coordination meetings with City at the completion of the data gap analysis, model development, and during the development of the alternatives and recommendations.

WASTEWATER COLLECTION SYSTEM HYDRAULIC STUDY

Task 1. System wide program analysis

- a. Consultant will gather and compile geospatial data and review for completeness and consistency for development of a functional wastewater hydraulic model. The existing InfoSewer model will be used in conjunction with current geospatial

data to develop and build the hydraulic model.

- b. Data gaps requiring field investigation will be identified and documented in a data gap technical memorandum. From there the data gaps will be prioritized based on necessity within the model and discussions with the City. It is assumed that the City crew will perform any field investigations necessary. If the scale and scope of the missing data exceeds the capacity of the City, an additional services agreement will be amended.

Task 2. Closed Circuit Television (CCTV)

- a. Clean and conduct CCTV on the main interceptor sewers, with the use of a trusted subcontractor, within the Indian Creek Basin to evaluate physical condition and I/I contribution of the pipes. Sewers to be televised will be determined by the City with input from the Consultant and based on available funding.
- b. CCTV inspections will be conducted per the following requirements:
 - Compatibility: All CCTV work shall be compatible with the City's current CCTV system (WinCan VX).
 - Access: Contractor will be responsible for clearing easements in wooded areas as necessary to obtain access to manholes for contractor's cleaning and CCTV equipment. Contractor will be responsible for erosion control, work required for removal and disposal of vegetation, trees, and debris, and restoration. In the event that entry into the manhole is required to complete the work, the Contractor will be responsible for completed a confined space permit and following appropriate protocols to maintain safety.
 - Clearing: Contractor will coordinate with City and property owner's to determine the best route to access manholes and define the clearing limits before any clearing work begins. Contractor will be responsible for locating the manholes within the proposed clearing limites. City will be responsible for contacting landowners and obtaining permission to perform clearing work. Contractor will submit clearing requests to the City.
 - Camera Capabilities: CCTV inspections will be performed with color video and conducted utilizing a camera with pan and tilt capabilities.
 - Point of Observation: The pulling or pushing cable or tractor unit will have a footage meter so that the location of the CCTV camera and point of observation will be known at all times with reference from the starting manhole.
 - Panning: The camera will pan to all service connections to allow for the evaluation of the condition of the connection and to view inside the service connection. The camera will also pan to significant structural defects and I/I sources. The direction of the camera will be noted. The display will always begin with the numbering from upstream manhole to

downstream manhole using the City identified cartegraph ID. If a reverse setup is attempted, the same numbering system will be used; however, the direction of camera will be switched. In the event that an unrecorded manhole is encountered, television inspection will halt, the City will be contacted, and a new manhole number will be assigned by the City with a cartegraph ID. These changes will be noted on maps and lists provided and submitted to the City at the conclusion of project work.

- Obstruction Process: The camera will be a self-leveling type and moved through the sanitary sewer line in either direction at a uniform rate, stopping when necessary to confirm proper documentation of the sewer condition and lateral connections, but in no case will the television camera be pulled at a speed greater than 30 feet per minute. If, during the inspection operation the television camera will not pass through the sewer line due to a Level 4 or Level 5 defect (per National Association of Sewer Service Companies [NASSCO] codes), the technician will notify the City and end the inspection. If, during the inspection operation the television camera will not pass through the sewer line due to an obstruction that cannot be removed through light cleaning of the sewer, the technician will reset his equipment in a manner so that the inspection can be performed from the opposite direction. If, again, the camera fails to pass through the entire sewer, the location and cause of camera blockage will be documented and information provided to the City. The inspection will be considered complete and no additional inspection work will be required.
- c. Data collected during the CCTV activities will be used in accordance with the following:
- Data Format: All informational data on the pipes will be collected in a NASSCO Pipeline Assessment and Certification Program (PACP) format utilizing version 7, and delivered in hard copy and DVD format to the City at the conclusion of the project. Computer generated television inspection reports created with WinCan VX Software, or similar pipeline condition software, will be produced at the conclusion of the project and submitted with the videos. The videos files will be named in accordance with the City protocol. In the event that the City does not have an established protocol, the NASSCO PACP file format will be used. A preliminary QA/QC of the data will be performed to ensure NASSCO PACP compliance.
 - Reporting: Written reports will contain upstream manhole, downstream manhole, street address, date, pipe diameter, pipe material, direction of inspection, line footage, lateral and observation locations, and digital photos of defects and their respective severity. All manholes will be identified using the City cartegraph ID.

- Evaluation: Consultant will analyze the results of the CCTV inspections based on the quick structural rating, QSR, and evaluate in terms of good, fair, and poor. Those receiving a poor condition will have a preliminary level recommendation for repair. These sewer will be incorporated into the alternatives outlined in Task 7.
- Incorporation into City CMMS: The City will provide Consultant with a data model. Data updates will be provided back to the City based on the CCTV findings.

Task 3. Peak and Diurnal Flow Data

- a. Identify up to five (5) rainfall events and associated wet weather flow response for up to twenty (20) flow meters.

Task 4. Develop Hydraulic and Hydrologic Model

- a. Prepare sanitary sewer system hydraulic model consisting of all sewers 6-inch diameter and larger using InfoSewer. The developed network will include sewer system appurtenances within the basin boundary including but not limited to pumping stations, wet wells, weirs, and orifices. Model will be provided to the City for use in the Innovyze InfoSewer platform.
- b. Consultant will use the City-delineated hydrologic subcatchments for the hydraulic model. Subcatchments will be grouped based on the location of flow meters to produce meter catchments, as appropriate.
- c. The City's wastewater network hydraulic model will be developed using the following data provided by the City:
 - Existing GIS data
 - Sewer system as-built record drawings (as needed)
 - Pump rating curves
 - Pump type(s) and pump on/off settings
 - Wet well size and dimensions

Task 5. Calibration

- a. Dry Weather Calibration: Will consist of calibrating the hydraulic model to observed (flow meter) diurnal dry weather patterns. Calibration will be attempted at each flow meter location within the hydraulic model to within +/- 10-percent or +/-0.2 MGD of peak dry weather flow. Dry weather calibration will be conducted for a total of up to twenty (20) flow metering points.
- b. Wet Weather Calibration: Will consist of calibrating the hydraulic model to flow meter wet weather flow patterns using observed rain gauge events. Wet weather calibration will be at each flow meter location within the hydraulic model to within +/- 20-percent or +/-0.2 MGD of peak wet weather flow. Wet weather calibration will be conducted for a total of up to twenty (20) flow metering points.
- c. Wet Weather Verification: Will be attempted at each flow meter location within

the model to the same tolerances as for wet weather calibration. Different rain events will be used for verification as used for wet weather calibration. We weather verification will be conducted for up to twenty (20) flow metering points used for dry and wet weather calibration.

- d. Hydraulic Model Calibration Workshop: Will be conducted for the City lasting up to four (4) hours. This workshop will present the hydraulic model calibration predictions against the metered wastewater collection system response.
- e. Dry and wet weather calibration will be documented in the design report outlined in Task 7.

Task 6. Capacity Analysis

- a. Review historical daily rainfall data to develop a statistical year rainfall.
- b. Conduct a capacity analysis of the wastewater collection system based on the desired level of service. Analysis will include details on various level of services and overall system-wide impact.

Task 7. Recommendations Review and Development

- a. Review the capacity analysis conducted in Task 6.b along with associated costs for treatment by Johnson County Wastewater, JCW, and the ability to remove Inflow and Infiltration, I/I, in the basin.
- b. Evaluate up to 3 alternatives to reduce flows and level of service concerns within the Indian Creek Basin and provide a preliminary opinion of probable cost for each alternative. A workshop will be held to discuss the alternatives with the City prior to evaluating the cost-effectiveness. As part of this task, a cost-effectiveness analysis for I/I reduction within each sub-basin will be conducted evaluating the cost of I/I reduction, conveyance, and treatment. Prediction on cost increases and rate fluctuations will be included.

ASSUMPTIONS

- 1. Flow Monitoring data and analysis will be provided by City in Microsoft Excel format outlining the date, time, velocity, flow, and depth measurements observed at each time step. This information will be provided one week after the notice to proceed is issued. Tentatively, August 13, 2019.
- 2. City will provide meter billing data for the 10 largest customers based on water meter billing records for the last three years.
- 3. City will provide existing hydraulic and hydrologic model and the associated report documenting the development and results.
- 4. City will provide current geospatial data for the Indian Creek Basin including, but not limited to, manholes, gravity sewers, force mains, parcels, and basin boundaries.

At the completion of the project, a DRAFT preliminary design report documenting the data gaps, model development, dry and wet weather model calibration, CCTV data results and analysis, capacity analysis, alternatives evaluated with the corresponding cost-effectiveness

evaluation, recommendations, and preliminary cost opinion(s) will be submitted to the City for review. A FINAL preliminary design report will then be submitted after incorporation of comments.

EXHIBIT C Fee and Rate Schedule

Schedule of Hourly Professional Service Billing Rates

Position Classification	Classification Level	Hourly Billing Rate
General Office *	5	\$64.00
Technician *	6	\$78.00
Assistant *	7	\$90.00
	8	\$123.00
	9	\$147.00
Staff *	10	\$170.00
	11	\$183.00
Senior	12	\$204.00
	13	\$228.00
Associate	14	\$237.00
	15	\$241.00
	16	\$248.00
	17	\$250.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. Project time spent by corporate officers will be billed at the Level 17 rate plus 25 percent.
4. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
6. The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
7. The rates shown above are effective for services through December 31, 2019, and are subject to revision.

Form BMR919A

City of Olathe, Kansas
Indian Creek Hydraulic Study
Burns & McDonnell Professional Engineering Services Fee Proposal

Description / Work Tasks	Labor							Total Labor Cost		Subconsultant		TOTAL LABOR EXPENSE COSTS
	Principal in Charge	Project/Client Manager	Senior Engineer (CCTV)	Senior Design Engineer (Hydraulics)	Design Engineer (Hydraulics)	QA/QC Manager			Repro./ Plotting	TREKK	Total Non-Labor and Subconsultant Cost	
	Level 17 \$250.00	Level 15 \$241.00	Level 13 \$228.00	Level 11 \$183.00	Level 9 \$147.00	Level 17 \$250.00	Subtotal		Travel Misc.	LUMP SUM		
Phase 1	24	148	40	584	920	126	1842	324400	2500	50000	52500	376900
1. Wastewater Collection System Model	24	148	40	584	920	126	1842	\$324,400	\$2,500	\$50,000	\$52,500	\$376,900
Project Administration	4	100	0	44	0	0	148	\$33,152	\$750			
Closed Circuit Television	0	4	40	50	20	8	122	\$24,174	\$500	\$50,000		
H&H Model Build	0	4	0	100	160	30	294	\$50,284	\$500			
Model Calibration and Verification	0	12	0	120	360	40	532	\$87,772				
Capacity Analysis	0	4	0	120	160	8	292	\$48,444				
Recommendations Review	20	24	0	150	220	40	454	\$80,574	\$750			
Phase 1 Labor Hours =	24	148	40	584	920	126	1842	Phase 1 Expense Costs=			\$52,500	
Phase 1 Labor Costs =	\$6,000	\$35,668	\$9,120	\$106,872	\$135,240	\$31,500	\$324,400	Total Phase 1 Labor and Expense Cost=			\$376,900	

EXHIBIT D
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 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 \$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: 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 do not infer that the City has 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 for such coverages for which the City is included as an additional insured 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. If Consultant is self-insured for the coverages required above, Consultant will note that fact in the comment section on the certificate of insurance. Subject to a confidentiality agreement, consultant shall make available to the City and/or the City's selected financial professional an opportunity to review at Consultant's office, the appropriate and necessary financial information needed to verify the Consultant's ability to fund the required self-insured coverages noted herein. Such review shall be upon the City's written request and shall not take place more than once a year. 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 E
Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

12/1/2019

DATE (MM/DD/YYYY)

7/24/2019

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
INSURED 1334942 BURNS & MCDONNELL ENGINEERING COMPANY, INC. ATTN: LYNDA LEVAN PO BOX 419173 KANSAS CITY MO 64141-6173 GREENFELDER, KERRIE	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Liberty Mutual Fire Insurance Company	
	INSURER B: Zurich American Insurance Company	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		

COVERAGES * **CERTIFICATE NUMBER:** 16213079 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	TB2-641-432888-038	12/1/2018	12/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	AS2-641-432888-048	12/1/2018	12/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC2-641-432888-018	12/1/2018	12/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL LIABILITY	N	N	EOC9140546	12/1/2018	12/1/2019	\$1,000,000 PER CLAIM; \$1,000,000 AGGREGATE

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

INDIAN CREEK SANITARY SEWER BASIN HYDRAULIC STUDY, #1-C-008-19. CITY OF OLATHE KANSAS IS ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, AS REQUIRED BY WRITTEN CONTRACT. THIRTY (30) DAYS NOTICE OF CANCELLATION BY THE INSURER WILL BE PROVIDED TO THE CERTIFICATE HOLDER, TEN (10) DAYS NOTICE IN THE EVENT OF NONPAYMENT OF PREMIUM.

CERTIFICATE HOLDER

16213079
CITY OF OLATHE KANSAS
1385 S ROBINSON DR
OLATHE KS 66061

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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EXHIBIT F
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: 7075690

Entity Name: BURNS & MCDONNELL ENGINEERING COMPANY, INC.

Entity Type: FOREIGN FOR PROFIT

State of Organization: MO

Resident Agent: INCORP SERVICES, INC.

Registered Office: 534 S Kansas Ave Suite 1000, TOPEKA, KS 66603

was filed in this office on October 03, 1973, 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 July 25, 2019

SCOTT SCHWAB
SECRETARY OF STATE

Certificate ID: 1109020 - To verify the validity of this certificate please visit <https://www.kansas.gov/bess/flow/validate> and enter the certificate ID number.