

## **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 complete a professional services project (hereinafter called the "Project") in Olathe, Kansas, described as follows:

### **Risk Assessment and Emergency Response Planning Support (Phases 1 and 2)** **Project No. 19-0253**

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 \$182,280 (one hundred eighty-two thousand, two hundred and eighty 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 \$3,700 (three thousand, seven 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 the dates outlined in **Exhibit B**.

**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: Sarah Tuite, 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: John Gilroy  
1385 S. Robinson Drive  
Olathe, KS 66061

Burns & McDonnell Engineering Co., Inc.  
Attn: Sarah Tuite  
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

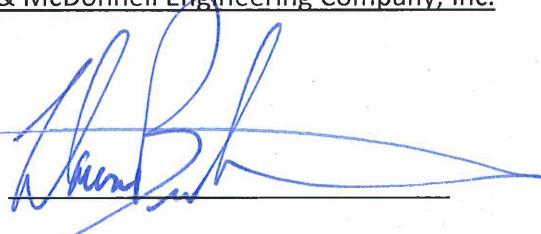
(Seal)

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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<b>Exhibit E</b>	<b>Certificate of Insurance</b>
<b>Exhibit F</b>	<b>Certificate of Good Standing to Conduct Business in Kansas</b>

## **EXHIBIT A**

### **Description of Project**

The City of Olathe (City) is subject to the requirements of the America's Water Infrastructure Act (AWIA) of 2018 which requires community water systems serving a population greater than 3,300 to perform a Risk and Resiliency Assessment (RRA) of their water system and prepare an Emergency Response Plan (ERP) within the timeframes outlined in AWIA. The City must provide certification to the Environmental Protection Agency (EPA) upon completion of the RRA on or before March 31, 2020. The deadline for certification that an Emergency Response Plan (ERP) has been completed is September 30, 2020 or six months from the RRA certification, whichever date is sooner.

The City has requested that Burns & McDonnell Engineering Company (Consultant) provide professional engineering, physical security, and cyber security consulting services as described herein. This project includes the following tasks which are described in additional detail in Exhibit B Scope of Services:

- Phase 1: Document Review and Critical Asset Identification
  - Meetings/Workshops
  - Review of existing documents
  - Identify critical infrastructure and networks
  - Characterize critical infrastructure and networks
- Phase 2: Risk and Resiliency Assessment
  - Meetings/Workshops
  - On-site assessment of critical infrastructure
  - Assessment of monitoring practices, financial infrastructure, and operations and maintenance
  - Evaluation of capital and operational needs for risk and resilience management
  - Consequence and Vulnerability Analysis

Phase 3: Development of an Emergency Response Plan is also required for AWIA compliance; however, as requested by the City, this task will be performed under separate agreement.



## **EXHIBIT B**

### **Scope of Services**

The City of Olathe (City) has requested that Burns & McDonnell Engineering Company (Consultant) provide professional engineering, physical security, and cybersecurity consulting services to supplement the City's Emergency Preparedness Coordinator's efforts in becoming compliant with the America's Water Infrastructure Act (AWIA) 2018.

AWIA focuses on water system risk and resiliency; however, the City is taking a proactive approach by including limited wastewater conveyance and treatment infrastructure in the RRA. The City of Olathe's water system generally consists of horizontal collector wells and vertical wells, raw water transmission, Water Treatment Facility 2, chemical storage and handling facilities, finished water storage, pumping, and distribution. The City's wastewater system generally consists of two wastewater facilities, one lagoon treatment facility, and several sewer lift stations. Electronic infrastructure includes treatment and distribution process control and communications systems, SCADA, business enterprise information technology (IT), and financial infrastructure includes equipment and systems used by the City to manage utility finances.

#### **Project Management and Administration**

Consultant will manage and administer the project and allocate resources to complete the project within schedule and budget limitations. Consultant will conduct project status/coordination calls/meetings as necessary to supplement the meetings and workshops outlined in the following tasks.

### **Phase 1 - Document Review and Critical Asset Identification**

#### **Task 1.1: Project Kickoff Meeting**

Consultant will prepare for and conduct a project kickoff meeting with the City's key stakeholder representatives. The meeting will include a PowerPoint presentation outlining regulatory requirements of AWIA, project objectives, project organization chart, and schedule outlining all project meetings/workshops and required attendees necessary to complete the RRA by the regulatory deadline of March 31, 2020.

Prior to the kickoff meeting, Consultant will prepare a project workplan and schedule of activities/meetings, data needs list, and list of key personnel and desired appointment schedules. Hard copies of relevant documents may be exchanged at the meeting.

#### **Task 1.2: Review and Summarize Regulatory and Background Information**

Consultant will review existing documents including, but not limited to, previously conducted security assessments including the City's 2002 Bioterrorism Act Vulnerability Assessment, Emergency Response Plan/Procedures, water system master plan, security plan, cybersecurity plan, applicable policies, standard operating procedures, etc. as provided by the City. Additional

documentation for review may include:

1. Facility site maps and distribution drawings of key facilities including SCADA, electronic security systems, and command and control facilities.
2. Applicable Federal and State Emergency Management planning and support arrangements relative to day-to-day and emergency operations.
3. Existing and pending mutual aid support agreements to include those agencies and services associated with law enforcement, environmental protection, emergency medical, fire department(s) and area investigative and threat analysis activities.
4. Interface-support agreements with other utilities.
5. Day-to-day and emergency maintenance, security, and operations procedures for preventative maintenance, scheduled maintenance, and contract arrangements for emergency repair by replacement of major elements of the water plant and key distribution components.

Requirements of AWIA will be summarized in an “AWIA Compliance Cross-Walk” and existing documents that may serve as a starting point or meets compliance obligations will be referenced. This document review and analysis will assist with establishing a baseline to serve the risk assessment and future ERP development tasks. Consultant will prepare a draft technical memorandum and AWIA Compliance Crosswalk to identify gaps in documentation.

### **Task 1.3: Identification/Characterization of Critical Assets**

Consultant will utilize the documents reviewed in Task 1.1 to become familiar with City-owned and operated assets. The Consultant will prepare for and participate in a Critical Asset Workshop with key City representatives to review known critical assets, apparent risks, potential failures, and initiate the characterization process. Critical infrastructure may include the following asset categories:

- Physical barriers
- Source water
- Pipes and constructed conveyances, water collection, and intakes
- Pretreatment and treatment facilities
- Chemical storage and handling facilities
- Storage and distribution facilities
- Electronic, computer, or other automated systems

Critical infrastructure will be characterized by its functionality to the overall water and wastewater system including its dependencies (i.e. power, chemicals, etc.) and interdependencies and overall significance to risk management. Consultant will verify the finalized critical asset list with the City for approval prior to the Risk and Resiliency Assessment (Phase 2).

### **Phase 1 Deliverables**

<b>Task</b>	<b>Deliverables</b>
Task 1.1: Project Kick Off Meeting	Meeting minutes
Task 1.2: Review and Summarize Regulatory and Background Information	Draft Technical Memorandum and Compliance Crosswalk Final Technical Memorandum and Compliance Crosswalk Final Compliance Crosswalk in Excel Format
Task 1.3: Identification/Characterization of Critical Assets	Draft Summary of Critical Assets Final Summary of Critical Assets

### **Phase 2 - Risk and Resiliency Assessment**

The following tasks will be completed by the Consultant to prepare the Risk and Resiliency Assessment.

#### **Task 2.1: RRA Round Table**

Consultant will prepare for and conduct an RRA Kick-Off Meeting to achieve the following objectives:

1. Set goals, objectives, and schedule for the RRA Process – This process includes defining specific outcomes, conditions, or performance targets that collectively describe an effective and desired risk management and security posture.
2. Assess Risks to Potential Critical Assets – Review the critical infrastructure inventory and characterization developed in Task 1 and discuss the City’s present concerns relative to single points of failure and relevant threat categories including baseline natural hazards, malevolent (outsider and insider), and cybersecurity.
3. Consequence Identification – Review consequences associated with successful execution of identified threats to critical assets. Consequences considered may include duration loss, pressure loss, loss of fire protection, risk to public health, economic impact, and financial impacts to the City.

Results of the RRA Round Table will be used by the Consultant to develop a comprehensive list of threat-asset pairings and consequences for use in Risk Assessment.

*[Tools: Baseline Information on Malevolent Acts for Community Water Systems (EPA, July 2019); AWWA J100-10 Reference Threats]*

#### **Task 2.2: Risk Assessments**

Consultant will perform on-site assessment of critical infrastructure by collecting the following data for each facility:

1. Facility description and purpose
2. Capacity, volume, redundancy, etc. available at each facility
3. Power source, description, and access
4. Building/materials of construction, doorways, access, openings, hatches, etc.
5. Physical perimeter, surrounding areas, utilities, adjacent land use
6. Tools, chemicals, equipment, or other materials stored
7. Personnel/operational access, operational security policies
8. Physical security access control, surveillance, and detection systems
9. Network/SCADA connectivity and security
10. Potential physical security vulnerabilities
11. Environmental hazards

Each infrastructure assessment worksheet will be supplemented by site plans and annotated with information provided by City operational staff.

Consultant will perform an assessment of monitoring practices, operations, and maintenance for general conformance with AWWA G430-14 Security Practices for Operation and Management and industry best practices. A summary of areas of non-compliance will be prepared to assist the City in prioritizing future procedure and policy development as well as capital improvements.

Consultant will perform an assessment of cyber vulnerabilities to financial infrastructure encompassing equipment and systems used to operate and manage utility finances. Examples include billing, payment, and accounting systems, including third parties used for these services.

Consultant will perform an evaluation of capital and operational needs for risk and resilience management. This evaluation will include equipment, resources, supplies, and key personnel required for risk and resilience management. Risks associated with dependency threats such as loss of power utility or loss of chemical or equipment supplier, or loss of key personnel.

*[Tools: AWWA Cybersecurity Risk Management Tool, Computer Security Evaluation Tool (CSET), Nessus Profession, TCPDump, Nmap]*

### **Task 2.3: Risk and Resiliency Analysis**

Utilizing data collected and derived from preceding tasks and the EPA Vulnerability Self-Assessment Tool (VSAT), Consultant will perform the risk analysis to calculate the risk of asset-threat pairs using parameters including likelihood, effectiveness, adversary success, and consequence of loss for approximately 100 threat-asset pairs.

*[Tools: EPA Vulnerability Self-Assessment Tool (VSAT), NetworkMiner]*

#### **Task 2.4: Risk and Resiliency Assessment Report**

Consultant will prepare draft and final Risk and Resiliency Assessment Report summarizing results of Tasks 2.1-2.4. The report will include a prioritized list of suggested improvements to reduce mitigate consequences, reduce risks to the system, or improve resiliency of critical infrastructure. Planning level costs for these recommended improvements will be provided.

A draft Risk and Resiliency Assessment Report will be complete by March 13, 2020. Review comments shall be provided by the City within 7 calendar days, for final RRA development and certification by the AWIA deadline of March 31, 2020. RRA Certification will be provided by the City through the EPA's Central Data Exchange (CDX) System on or before March 31, 2020.

*[Tools: AWWA J100-10 Risk Analysis and Management for Critical Asset Protection Standard for Risk and Resilience of Water and Wastewater Systems (AWWA, July 2010), Dradis Pro]*

#### **Phase 2 Deliverables**

<b>Task</b>	<b>Deliverables</b>
Task 2.1: RRA Round Table	Meeting minutes
Task 2.2: Risk Assessments	<ul style="list-style-type: none"><li>• Completed infrastructure assessment sheets.</li><li>• Summary of Operations and Maintenance deficiencies.</li><li>• Summary of cyber vulnerabilities.</li><li>• Summary of capital and operational vulnerabilities.</li></ul>
Task 2.3: Risk and Resiliency Analysis	Summary of Risk Analysis Results
Task 2.4: Risk and Resiliency Assessment Report	Draft Risk and Resiliency Assessment Report Final Risk and Resiliency Assessment Report

#### **Schedule**

<b>Deadlines</b>	<b>Activity</b>
December 2, 2019	Receive Notice to Proceed
January 17, 2020	Phase 1 - Review and Summarize Regulatory and Background Information
March 31, 2020	Phase 2 – Final Risk and Resiliency Assessment and Report

**EXHIBIT C**  
**Fee & Rate Schedule**

City of Olathe, Kansas  
AWIA Compliance Support, Phases 1 and 2  
Burns & McDonnell Professional Engineering Services Fee Proposal

	Labor										Total Labor Cost	Expenses (Repro, Travel, etc.)	Total Non-Labor and Subconsultant Cost	TOTAL LABOR EXPENSE COSTS
Description / Work Tasks	Principal in Charge	Quality Manager	Engineer	Electrical Engineer	Env. Engineer									
	Water	Water	Water	Water	Water	Physical Security	Physical Security	Cyber Security	Cyber Security					
	Level 17	Level 14	Level 13	Level 11	Level 10	Level 12	Level 10	Level 13	Level 10	Subtotal				
	\$243.00	\$228.00	\$235.00	\$183.00	\$170.00	\$219.00	\$181.00	\$253.00	\$188.00					
Phase 1 - Review and Summarize Regulatory and Background Information	2	2	32	0	72	12	52	16	32	220	\$ 42,806	\$ 500	\$ 500	\$ 43,306
Project Management/Administration	2	2	16							20	\$ 4,702	\$ 500		
AWIA Kickoff Meeting			4		8	4	4	4	4	28	\$ 5,664			
Document Review and Compliance Summary			4		32	8	24	12	12	92	\$ 17,768			
Critical Assets Workshop			8		8		8		8	32	\$ 6,192			
Critical Asset Characterization/Summary					24		16		8	48	\$ 8,480			
Phase 2 - Risk and Resiliency Assessment	2	2	44	104	228	32	120	52	132	716	\$ 135,774	\$ 3,200	\$ 3,200	\$ 138,974
Project Administration	2	2	20							24	\$ 5,642	\$ 500		
RRA Round Table			16		16	8	8	8	8	64	\$ 13,208	\$ 150		
Risk Assessments (Field)				40	40		40			120	\$ 21,360	\$ 2,000		
Assessment - Monitoring Practices				24	24		4		4	56	\$ 9,948			
Assessment - Financial/IT/OT Infrastructure								10	20	30	\$ 6,290			
Assessment - Cybersecurity Data Collection								10	40	50	\$ 10,050			
Evaluation - Capital and Operational Needs				16	24					40	\$ 7,008			
Evaluation - Cybersecurity Data Analysis								20	20	40	\$ 8,820			
Risk Analysis (VSAT)					60		20			80	\$ 13,820			
Draft RRA Report				16	40	20	40			116	\$ 21,348	\$ 250		
Findings and Recommendations - Cybersecurity									32	32	\$ 6,016			
Address Comments and Final RRA Report				8	24		8		8	48	\$ 8,496	\$ 250		
Q Review			8			4		4		16	\$ 3,768	\$ 50		
Total														
Labor Hours	4	4	76	104	300	44	172	68	164	936	Expense Costs		\$ 3,700	
Labor Costs	\$972	\$912	\$17,860	\$19,032	\$51,000	\$9,636	\$31,132	\$17,204	\$30,832	\$178,580	Total \$		182,280	

## 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



**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 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 E**  
**Certificate of Insurance**



# CERTIFICATE OF LIABILITY INSURANCE

12/1/2019

DATE (MM/DD/YYYY)

11/8/2019

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

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

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

**COVERAGES \*** **CERTIFICATE NUMBER:** 16401963 **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 <input type="checkbox"/> 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"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <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"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/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)

RE: PSA-AWIA. CITY OF OLATHE KS IS AN ADDITIONAL INSURED 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

16401963  
CITY OF OLATHE KS  
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

*Joseph M. Agnello*

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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.