

PROFESSIONAL SERVICES AGREEMENT

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

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

Downtown Streets Improvements Project **Project No. 3-R-001-21**

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 \$339,990, including reimbursable expenses as described herein. The fee is based on the performance of the scope of services outlined in this Agreement, including **Exhibit B** attached hereto and incorporated by reference, and will be billed by Consultant using hourly rates and equipment charges as set forth in **Exhibit C** attached hereto and incorporated by reference, plus reimbursable expenses as set forth below. All bills will be submitted to

City monthly as provided herein.

2. Reimbursable Expenses: Consultant will be reimbursed at the actual cost, not to exceed a total expense of \$53,545 for the following expenses related only to the Project: (a) expense of transportation in connection with the Project; (b) expenses in connection with authorized out-of-town travel; (c) long-distance communications; (d) expenses of printing and reproductions; (e) postage and facsimile transmissions; (f) expenses of renderings and models requested by City, and (g) other costs as authorized by City in writing as set forth herein.

B. SERVICES BEYOND THE SCOPE OF SERVICES

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

C. BILLING & PAYMENT

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

D. SCHEDULE

All services must be completed on or before December 31, 2022.

SECTION III - RESPONSIBILITIES OF CONSULTANT

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

A. PRELIMINARY DESIGN PHASE

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

submittals as specifically requested by City. Because Consultant has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet project schedules, Consultant's estimate of probable Construction Cost is to be made based on Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry.

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

B. FINAL DESIGN PHASE

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

C. BIDDING PHASE

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

construction cost and the Parties shall mutually agree in writing the amount of any adjustments to the Total Fee and/or Schedule required as a result of such revision.

D. CONSTRUCTION PHASE

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

by City to construct the Project.

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

E. GENERAL DUTIES AND RESPONSIBILITIES

1. Personnel: Consultant will assign only qualified personnel to perform any service concerning the Project as identified in Consultant's response to the Request for Proposals. At the time of execution of this Agreement, the Parties anticipate that the following individual will perform as the principal on this Project: Tim Morgan, HNTB. As principal on this Project, this person will be the primary contact with the City's Project Manager and will have authority to bind Consultant. So long as the individual named above remains actively employed or retained by Consultant, such individual will perform the function of principal on this Project. For the Professional Services rendered hereunder, Consultant, and any of its subcontractors, will employ engineers, architects, landscape architects, and surveyors licensed by the Kansas State Board of Technical Professions.
2. Subsurface Borings & Material Testing: If tests, additional to those provided for in **Exhibit B**, are required for design, Consultant will prepare specifications for the taking of the additional borings. Such subsurface borings and testing, as defined herein, will be provided by the City's contracted testing consultant or its subcontractors.
3. Service By and Payment to Others: Any services authorized in writing by City and performed by any party other than Consultant or its subcontractors (a "Third Party") in connection with the proposed Project will be contracted for and paid for by City. In addition to payments for the Third Party's professional services, this may also include necessary permits, licenses, ownership certifications, materials testing, advertising costs, and other special tests or other services required or requested by City or Consultant which are not defined within the scope of services of Consultant as set forth herein. Fees for such extra services will be subject to negotiation between City and the Third Party. Fees will be approved by City in writing prior to the execution of any extra services. Although Consultant may assist City in procuring such services of Third Parties, Consultant will in no way be liable to either City or such Third Parties in any manner whatsoever for such services or for payment thereof.
4. Subcontracting or Assignment of Services: Consultant may not subcontract or assign any of the Professional Services to be performed under this Agreement without first

obtaining the written approval of City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge Consultant from any obligation under this Agreement. Any person or firm proposed for subcontracting Professional Services under this Agreement will maintain throughout the duration of the Agreement, insurance as provided in Section V.D.2. herein, and will additionally maintain Professional Liability insurance in a minimum amount of \$1,000,000 per claim and in the aggregate and provide City with an insurance certificate showing the insurance limits provided by Consultant's subconsultant. Any services completed by a City-approved subcontractor of Consultant pursuant to this Agreement may not be increased more than ten percent (10%) over the actual cost of the services.

5. Endorsement: Consultant must sign and seal all final plans, specifications, estimates and engineering data prepared and furnished by Consultant. Any review or approval by City of any documents prepared by Consultant, including but not limited to the plans and specifications, will be solely for determining whether such documents are consistent with the City of Olathe Technical Specifications and Design Criteria for Public Improvements and may not be construed as City assuming responsibility for the accuracy, adequacy, fitness, suitability and coordination of Consultant's services and deliverables. No review of such documents will relieve Consultant of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its services and deliverables.
6. Inspection of Documents: Consultant must maintain all Project records for inspection by City at reasonable times and places upon written request during the contract period and for three (3) years from the date of final payment.
7. Standard of Care: Consultant will exercise the same degree of care, skill, and diligence in the performance of the Professional Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. If Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from City, the Professional Services necessary to correct errors and omissions which are caused by Consultant's negligence.

SECTION IV - CITY OF OLATHE'S RESPONSIBILITIES

A. COMMUNICATION

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

B. ACCESS

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

C. DUTIES

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

D. PROGRAM AND BUDGET

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

E. ADMINISTRATIVE SERVICES

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

F. BOND FORMS

City will furnish all bond forms required for the Project.

G. PROJECT REPRESENTATIVE

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

H. RIGHT TO RELY

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

omissions, or deficiencies in Consultant's Professional Services resulting from inaccurate or inadequate content, information, materials, and documents furnished by City.

SECTION V - GENERAL PROVISIONS

A. TERMINATION

1. **Notice:** City reserves the right to terminate this Agreement for either cause (due to Consultant's failure to substantially perform its obligations hereunder) or for its convenience and without cause or default on the part of Consultant, by providing fifteen (15) days' written notice of such termination to Consultant. Upon receipt of such notice from City, Consultant will, at City's option as contained in the notice: (1) immediately cease all Professional Services; (2) provide a cure or submit a plan for cure in the case of City's notice for cause; or (3) meet with City and, subject to City's approval, determine what Professional Services will be required of Consultant in order to bring the Project to a reasonable termination in accordance with the request of City. Consultant will also provide to City copies of all drawings and documents completed or partially completed at the date of termination for which Consultant has been fully paid. If City defaults on its obligations under this Agreement, (due to City's failure to substantially perform its obligations under this Agreement), Consultant must notify City by written notice of its intent to terminate and City will have fifteen (15) days from the date of the notice to cure or to submit a plan for cure acceptable to Consultant. In no event may Consultant terminate the contract solely for its convenience without cause.

Address for Notice:

City of Olathe
Attn: Nico Estrada-Stephen
P.O. Box 768
1385 S. Robinson Drive
Olathe, KS 66051-0768

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

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

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

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

B. DISPUTE RESOLUTION

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

C. OWNERSHIP OF CONSULTANT DOCUMENTS

Consultant will provide City a copy of all final Consultant Documents, including but not limited to prints, reproductions, reports, plans, specifications and related documents, which will, upon full payment to Consultant therefor, become the property of City, if Consultant's copyrighted instruments will remain in the ownership of Consultant if Consultant, at Consultant's sole discretion, may so identify them by appropriate markings. The Parties agree and acknowledge that the Consultant Documents are not intended or represented to be suitable for reuse by the City or others on modifications or extensions of the Project or on any project, however, provided that Consultant is paid in full for its Professional Services, then City may subsequently reuse these final documents without any additional compensation or agreement of Consultant. However, such reuse without written verification or adaptation by Consultant for the specific purpose intended by City will be at City's sole risk and without liability or legal exposure to Consultant. City does not take any responsibility for the reuse of documents by others. Notwithstanding anything to the contrary contained herein, any tools,

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

D. INSURANCE

1. General: Consultant will maintain, throughout the duration of this Agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in such amounts as required in **Exhibit E (City of Olathe Insurance Requirements)**. Professional Liability may be written on a "claims made" basis. Consultant will provide certificates of insurance and renewals thereof on forms acceptable to City (**Exhibit F – Certificate of Insurance**). Consultant is required to promptly notify City of a material change or cancellation of any policy listed on the Certificate.
2. Subcontractor's Insurance: If a part of the Professional Services under this Agreement is to be sublet, Consultant will either (a) cover all subcontractors in its insurance policies, or (b) require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss in the minimum amounts designated herein. If Consultant selects option (b), then Consultant agrees to provide the City's Risk Manager a certificate of insurance acceptable to the Risk Manager at least seven (7) days prior to allowing the subcontractor to perform any services on this Project. Consultant agrees that any subcontractor providing services on said Project without providing a certificate of insurance acceptable to the City's Risk Manager will immediately cease all services on said Project and will assume all financial risk associated with such failure thereto.

E. INDEMNITY

1. Loss: For purposes of indemnification requirements, the term "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with the performance of this Agreement.

2. Indemnification and Hold Harmless: For purposes of this Agreement, Consultant agrees to indemnify, defend and hold harmless City and its agents from any and all Loss where Loss is caused or incurred as a result of the intentional misconduct, recklessness, negligence, or other actionable fault of Consultant or its subcontractors.
3. Comparative Fault & Contributory Negligence: It is a specific element of consideration of this Agreement that the indemnity in Section V.E.2 will apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of City or any Third Party and, further notwithstanding any theory of law including, but not limited to, a characterization of City's or any Third Party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that Consultant's obligation hereunder will not include amounts attributable to the fault or negligence of City or any Third Party for whom Consultant is not responsible.
4. Damage Limitations: The indemnification obligation contained in this Agreement will not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for Consultant or its subcontractors, by the minimum insurance required by this Agreement, nor under workers' compensation acts, disability benefit acts, or other employee benefit acts.
5. Negligence by the City: Consultant is not required hereunder to defend City its officers or employees from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence.

F. AFFIRMATIVE ACTION/OTHER LAWS

1. Kansas Act Against Discrimination: During the performance of this Agreement, Consultant agrees that:
 - a. Consultant will observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, gender, disability, national origin, ancestry, or age;
 - b. in all solicitations or advertisements for employees, Consultant will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("commission");
 - c. if Consultant fails to comply with the way Consultant reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Consultant will be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by City without penalty;

- d. if Consultant is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Consultant will be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
 - e. Consultant will include the provisions of subsections a. through d. in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- 2. Exceptions to Applicability: The provisions of this Section will not apply to a contract entered into by City with Consultant if (a) Consultant employs fewer than four (4) employees during the term of such contract; or (b) Consultant's contract with City totals Ten Thousand Dollars (\$10,000) or less in aggregate.
 - 3. Kansas Age Discrimination in Employment Act: Consultant further agrees and acknowledges that it will abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this Project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.
 - 4. Kansas Fairness in Public Construction Contract Act: The Parties agree and acknowledge that the services provided under this Agreement are within the scope of the Kansas Fairness in Public Construction Contract Act (K.S.A. 16-1901 et seq.) and that no provision of this Agreement waives, alters, or supersedes any provisions of said Act.

G. ENTIRE AGREEMENT

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

H. APPLICABLE LAW, JURISDICTION, AND VENUE

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

I. NO THIRD-PARTY BENEFICIARIES

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

J. INDEPENDENT CONTRACTOR

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

K. DELIVERABLES

1. Project Drawings: Project drawings which are developed by Consultant using a Computer Aided Drafting (CAD) System will be made available to City per the City of Olathe Technical Specifications and Design Criteria for Public Improvements. However, due to the potential that the information set forth on the electronic media could be modified by City, or other City consultants, unintentionally or otherwise, Consultant will remove all indices of its ownership, professional corporation name, seal, and/or involvement from each electronic display. If City provides such electronic media to others for any purpose, City will require the electronic media to be returned to City upon completion of such use. City recognizes that use of such electronic media will be at City's sole risk and without any liability risk or legal exposure by Consultant.
2. Project Documentation: All documentation provided City other than Project drawings will be furnished in either Microsoft Word file format or pdf format.
3. Conformed To Construction Drawings ("As Built" Drawings): Following construction, City and/or construction contractor will provide copies of changes and alterations made in the field during construction to Consultant to provide Conformed To Construction Drawings per the City of Olathe Technical Specifications and Design Criteria for Public Improvements. Consultant may rely on the information provided by City in preparing such documents, subject to the professional standard of care required by this Agreement.

L. Intentionally Omitted

M. COVENANT AGAINST CONTINGENT FEES

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

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

N. COMPLIANCE WITH LAWS

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

O. TITLES, SUBHEADS AND CAPITALIZATION

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

P. SEVERABILITY CLAUSE

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

Q. AMBIGUITY CLAUSE AND HIERARCHY OF INTERPRETATION

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

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

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

R. EXECUTION OF CONTRACT

The parties hereto have caused this Agreement to be executed this ____ day of _____ 202__.

CITY OF OLATHE, KANSAS

By: _____
Michael E. Copeland, Mayor

ATTEST:


City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney/Deputy City Attorney/
Assistant City Attorney

HNTB Corporation

By: 

Tim Morgan, Vice President
7400 W. 129th St., Overland Park, KS 66213

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OF EXHIBITS**

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

EXHIBIT A
Description of Project & Map

Downtown Streets Improvements Project (3-R-001-21): This overall project is part of and funded by the 2021 Olathe Street Reconstruction Program. It consists of three separate project phases as outlined in the map on the next sheet with other portions being merged in with the ongoing 2-C-030-18 Mill Creek Stormwater Improvements Project. The project phases are planned to align with the Mill Creek Stormwater Improvements, new Johnson County Courthouse scheduled opening, and the future library/mixed use site all in the general project area. The three phases include reconstruction of the following downtown Olathe Streets and will be planned to be bid as three separate projects:

Phase 1 - Cherry Street: Poplar St. to north of Spruce St and Poplar Street: Cherry St. to Mill Creek Limits

Phase 2 - Spruce Street: Kansas Ave. to Mill Creek Limits

Phase 3 - Chestnut Street: Santa Fe St. to Poplar St.

Designed improvements will include removal of the existing street, installation of subgrade improvements, asphalt pavement, concrete curb and gutter, driveway approaches, sidewalks and ADA sidewalk ramps, streetlight installation, traffic signal improvements (Spruce at Kansas), stormwater, water and sanitary sewer improvements. Other design elements of the project include constructing new westbound left and right turn lanes at the Spruce Street and Kansas Avenue intersection. Additionally, the City of Olathe would like to provide 5-foot-wide sidewalk connectivity and ADA compliance where feasible within the project area.

Design services will include survey of existing conditions, utility coordination, public involvement, acquisition documentation (title reports, surveyed exhibits, easement documents) for right of-way or easements, developing construction plans in accordance with Olathe design standards and specifications, cost estimates, assistance with bidding of projects for construction and assistance during construction as defined in Exhibit B. Coordination with several other downtown area projects will also be required, including matching up with design by others, utility coordination and construction schedules.

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

EXHIBIT B
Scope of Services

Downtown Streets Improvements Project (3-R-001-21): HNTB's scope of services includes Preparing Preliminary Design Plans, Utility Relocation Coordination, Final Plan Preparation (3 plan sets), Bidding Services Assistance, and Construction Engineering Services Assistance. In addition to HNTB's services, Kaw Valley Engineering, Inc. will provide applicable survey services. HNTB and Kaw Valley's scope of services are detailed in the following scope and fee documents. The following assumptions apply to this project's Scope of Services:

Scope Assumptions

- The City will provide AIMS mapping and aerial photography
- It is assumed that this project will be designed as one project but will be split and bid as three separate phases and plan sets.
- Design Criteria - Improvements developed will be designed in conformity with the appropriate City of Olathe, State and Federal design criteria as set forth in the current versions of the standard design documents. Exceptions will be noted and clearly communicated to the City of Olathe.
- Design Surveys - HNTB will contract with Kaw Valley Engineering (KVE) for surveying services. KVE will perform field surveys including establishing horizontal and vertical control, benchmarks, field located utilities, and full topography survey encompassing the project area. See KVE's attached Scope Services for additional details and assumptions.
- Right-of-Way - Kaw Valley Engineering will provide existing right-of-way and ownership and encumbrance reports as outlined in their attached scope of services. KVE will prepare legal descriptions and HNTB will prepare front end documents and tract map exhibits, combine and submit all applicable acquisition documents to the City of Olathe. HNTB will not be involved with direct land acquisition or appraisal proceedings as part of this contract. Olathe will handle the appraisals and acquisition process with only minor coordination assistance by HNTB.
- It is assumed that there will be no waterline relocation included with this project.
- It is assumed that approximately 430 feet of sanitary sewer will require rehabilitation or reconstruction. No other sanitary work is expected.
- Permitting scope of services is limited to preparation of the NPDES permit applications (assumes Phases 1 and 2 only) and the SWPPP permit assembly for use by the contractor. Assumes NPDES application fees to be paid by the City.
- Erosion and Sediment Control design is limited to plan layouts of the turn lane widening areas at Spruce Street and Kansas Avenue and inclusion of City of Olathe standard details. No design is provided for phased erosion and sediment control.
- Geotechnical – No geotechnical investigations or recommendations are part of the project.
 - The City shall provide pavement and subgrade design assuming Olathe standard details.
 - It is assumed that retaining walls will be integral sidewalk retaining walls (ISRWs) and will use City of Olathe standard details.
 - No underdrain will be installed with this project.
- Utility Coordination
 - HNTB will coordinate utility relocations for the project.
 - HNTB will provide plan drawings to utility companies and will provide coordination services as outlined in the scope of services.
 - Utility relocation plans will be developed by utility companies.

Scope of Services

Exhibit B

- HNTB will not design any utility relocations such as waterline, gas, phone, power, sanitary sewer, etc. under this agreement except as noted in Exhibit B.
 - Monitoring of utility relocations is not included in this scope and fee. It is assumed that the City will do this monitoring.
 - The City will contract separately for any potholes that are necessary.
- Public Involvement/Stakeholder Engagement – Public meetings and involvement level of effort is detailed in the Exhibit B Scope of Services. HNTB will plan and organize logistics for public informational meeting including meeting notices, display boards, comment forms, sign in sheets, and public comment summarization. Additional project meetings and individual stakeholder meetings are detailed in the Exhibit B Scope of Services.
- The City of Olathe will provide a field implementation of the new signal timings.
- Assumes that no modification to the existing fiber optic interconnect is required.
- Traffic Control and Sequencing design is limited to general plan layouts with general notes and City of Olathe standard details. No design is provided for phased construction.
- Fencing/Private Features/ROW Acquisition – Fencing plans are not included in the construction plans other than potential replacement notes on the plan sheets. Disturbance to existing monuments (HOA or otherwise) and other private landscape features will be compensated during the acquisition process and will not require design effort by HNTB.
- No aesthetics or landscaping design is assumed for this project.
- Cost Estimates - If all bids exceed HNTB's final cost estimate, and the City of Olathe chooses to revise the project scope or specifications, or both, as necessary to reduce the construction cost, then HNTB and the City of Olathe shall mutually agree in writing to the amount of any adjustments to the total fee and/or schedule required as a result of such revisions.
- Construction staking, construction observation or administration are not included in this scope of services.

Deliverables

The following Deliverables will be developed:

- Field Check Plans for all 3 phases
- Right-of-Way Documents for all 3 phases
- Final Plans and Specs for Bidding for all 3 phases

Schedule

- Assumed Notice to Proceed (NTP) – January 22, 2020
- Phase 1 Field Check Plans – March 20, 2020
- Phase 1 Right-of-Way Documents – April 3, 2020
- Phase 1 Final Plans – May 1, 2020
- Phase 1 Assumed Advertise for Construction – June 5, 2020
- Phase 1 Assumed Open Construction Bids – July 21, 2020
- Phase 1 Assumed Construction Contract Award by City Council – August 5, 2020
- Phase 1 Assumed Construction Notice to Proceed – August 31, 2020

Scope of Services

Exhibit B

- Phase 2 and 3 Field Check Plans – May 29, 2020
- Phase 2 and 3 Right-of-Way Documents – July 31, 2020
- Phase 2 and 3 Final Plans – September 25, 2020
- Phase 2 and 3 Advertisement and Construction - TBD

The above schedule shall be adjusted based on right-of-way and/or utility relocations. If changes are encountered during design the schedule will be updated accordingly.

EXHIBIT B - Scope of Services - 3-R-001-21

Downtown Streets Improvements Project 1/3/2020		Project Manager	Senior Technical Advisor	Project Engineer	Engineer	Technician	Total	Total Costs
Item of Work		\$195	\$210	\$145	\$115	\$140		
Preliminary Design and Right of Way of Development Phases 1-3								
1.1	Preliminary Roadway Design							
1.1.1	Survey planning, Kaw Valley coordination, set up files, field check of topo survey	1		12	8	8	29	\$ 3,975
1.1.2	Incorporate existing right-of-way parcel line work and property owner names and addresses to base mapping. Assumes 35 total tracts and 18 tracts with 24 easement descriptions needed.				4	8	12	\$ 1,580
1.1.3	Confirm design criteria for the project and discuss with the City	1	1	2			4	\$ 695
1.1.4	Develop typical sections and details for roadway reconstruction for all 3 phases	1	1		8	4	14	\$ 1,885
1.1.5	Develop roadway horizontal and vertical geometry for Phases 1-3 street reconstruction (includes roadside protection considerations, assumes minor raises, tie-ins with existing and/or proposed Mill Creek Improvements)	1	2	8	32	4	47	\$ 6,015
1.1.6	Horizontal layout including determination of taper and storage lengths for westbound left and right turn lanes on Spruce Street at Kansas Ave. and consideration of eastbound turn lanes with future projects	1		4	8	2	15	\$ 1,975
1.1.7	Evaluate grading and retaining wall options. Assume 2 integral sidewalk retaining wall (ISRW) locations and/or replacing existing stone/railroad tie walls. Assumes no structural design.		1	2	4	2	9	\$ 1,240
1.1.8	Develop horizontal and vertical geometry for addition of 5' wide sidewalk on the south side of Spruce (Kansas to Mill Creek Limit) and sidewalk connection on east side of Chestnut (Spruce to Mill Creek Limit)		2	8	16		26	\$ 3,420
1.1.9	Develop horizontal and vertical geometry for reconstruction of 22 sidestreets/entrances/driveways associated with Phases 1-3 and create Entrance Profile Sheets			12	24	8	44	\$ 5,620
1.1.10	Title Sheet, General Notes, Survey Reference Sheet, Alignment Detail Sheet (assumes 3 plan sets)	1		4	12	12	29	\$ 3,835
1.1.11	Develop plan and profile sheets (plan scale 1"=10') for roadway reconstruction improvements (assumes 12 total sheets of reconstruction plan/profile)	1		6	28	48	83	\$ 11,005
1.1.12	Create roadway model, surfaces, and roadway cross sections for Phases 1-3 roadway reconstruction limits (assumes 25' intervals)	1	1	16	40	4	62	\$ 7,885
1.1.13	Develop grading / construction limits	1		4	8	2	15	\$ 1,975
1.1.14	Create intersection detail sheets including curb return details and ADA Sidewalk improvements. Assumes 28 curb returns and ADA Ramp locations. Assumes ramp vertical is determined by Contractor.	1		16	60	12	89	\$ 11,095
1.1.15	Addition of existing storm sewer inlets and cross road pipes at Poplar and Chestnut. (Assumes approximately 3 inlets and pipes)			4	8	2	14	\$ 1,780
1.1.16	Storm Sewer improvements for addition of turn lanes @ Spruce and Kansas (Extension of cross road pipes and installation of new curb inlets) (Analysis will be performed to determine if upstream inlets are needed due increased spread)			4	8	2	14	\$ 1,780
1.1.17	Storm Sewer Pipe Profiles including HGLs and Utility Crossings and create Drainage Calculation Table, Drainage Area Map			2	8	2	12	\$ 1,490
1.1.18	Sanitary Sewer Plan and Profile Sheets (Scale 1"=20') (Cherry Street - Spruce to Poplar - Assumes 430 feet)			6	12	12	30	\$ 3,930
1.1.19	Preliminary Quantities and Cost Estimate for Phases 1-3 (assumes separate cost estimates for the 3 phases)	1	2	16	40		59	\$ 7,535
1.1.20	Senior Technical Review / Milestone Plan Review (assumes 3 preliminary plan sets)		12				12	\$ 2,520
1.1.21	Prepare exhibits for Meetings throughout Preliminary Design	1		4		8	13	\$ 1,895
1.1.22	Submit three (3) half-size sets of preliminary plans to City for review (assumes 3 preliminary plan sets)	2		2		6	10	\$ 1,520
Preliminary Roadway Design		14	22	132	328	146	642	\$ 84,650
1.2	Preliminary Street Lighting and Traffic Signal Design							
1.2.1	Preliminary Street Lighting Installation Plan			32		8	40	\$ 5,760
1.2.2	Preliminary Traffic Signal Modification Plan (Spruce and Kansas)		2	20		8	30	\$ 4,440
1.2.3	Street Lighting and Traffic Signal Quantities and Cost Estimate		2	4			6	\$ 1,000
1.2.4	Senior Technical Review / Milestone Plan Review (Lighting and Signals)		4				4	\$ 840
Preliminary Street Lighting and Traffic Signal Design			8	56		16	80	\$ 12,040
1.3	Utility Coordination							
1.3.1	Contact utility companies and request existing facility maps and during surveys, coordinate with KVE in getting field locates properly marked			5			5	\$ 725
1.3.2	Assess existing utilities and potential conflicts based on concept and survey of field located utilities			8		8	16	\$ 2,280
1.3.3	Develop conceptual Utility Master Plan (relocation scheme) and conceptual relocation schedule and Update Utility Master Plan and schedule for use by City's utility coordinator	1		12		12	25	\$ 3,615
1.3.4	During Preliminary Design schedule, arrange, prepare for, and attend initial round of "one-on-one" Utility Coordination Meetings. Assume meetings with 5 different utilities. Initial meeting purpose is to confirm location, type, and size of utilities, refine relocation scheme, identify private easements, identify possible ROW/UE taking requirements and estimate relocation costs. Includes follow-up actions (review of private easements and preparation of pot-hole requests)			15		10	25	\$ 3,575

EXHIBIT B - Scope of Services - 3-R-001-21

Downtown Streets Improvements Project 1/3/2020		Project Manager	Senior Technical Advisor	Project Engineer	Engineer	Technician	Total	Total Costs
Item of Work		\$195	\$210	\$145	\$115	\$140		
1.3.5	On-going correspondence with utilities and City utility coordinator including working sketches to assist in determining relocation requirements and conceptual relocation schedule. (8 months duration during Preliminary and Final Design)	1		30		10	41	\$ 5,945
1.3.6	Assist City with coordination during relocation activity. Includes: assistance with proposed design information and assistance with minor variations to relocation design (assumes 4 months of utility relocations)			8		8	16	\$ 2,280
Utility Coordination		2		78		48	128	\$ 18,420
1.4	Right of Way Development							
1.4.1	Prepare preliminary taking linework	1		4	6	4	15	\$ 2,025
1.4.2	Coordinate development of legal descriptions with Kaw Valley			1		3	4	\$ 565
1.4.3	Prepare color tract maps (assumes 18 tracts with 24 easement descriptions needed)				8	18	26	\$ 3,440
1.4.4	Prepare and maintain summary of takings			4			4	\$ 580
1.4.5	Prepare Front End Documents (assumes 18 tracts with 24 easement descriptions needed)	1		8	18		27	\$ 3,425
1.4.6	Review and submit ROW package	2		2			4	\$ 680
1.4.7	Coordinate with appraiser during acquisition			6			6	\$ 870
1.4.8	Update tract maps and right-of-way documents based on land acquisition process comments related to proposed ROW.	1		4		8	13	\$ 1,895
Right of Way Development		5		29	32	33	99	\$ 13,480
1.5	Management and Meetings							
1.5.1	Internal Project Kickoff Meeting including Quality Control Procedures	1		1	2	1	5	\$ 710
1.5.2	External Project Kickoff Meeting including preparation of Project Design Criteria	5		5			10	\$ 1,700
1.5.3	Progress Meetings with City of Olathe (3)	9		12			21	\$ 3,495
1.5.4	Field Check Meeting (assumes covering for all 3 phases)	4		4			8	\$ 1,360
1.5.5	Phase 1 - Public Informational Meeting after Preliminary Design for Easement Presentation (includes exhibit preparation)	6		6	4	8	24	\$ 3,620
1.5.6	Phase 2 and 3 - Public Informational Meeting after Preliminary Design for Easement Presentation (includes exhibit preparation)	6		6	4	8	24	\$ 3,620
1.5.7	Work planning and QA/QC Plan Development	4		8			12	\$ 1,940
1.5.8	Project Coordination with City, Johnson County Courthouse and Library, and Mill Creek Stormwater Design Team (as needed). Includes monthly project review meetings, scheduling, ongoing communication. (Assumes 6 months for Preliminary Design and ROW Development Phase)	36		36			72	\$ 12,240
Management and Meetings		71		78	10	17	176	\$ 28,685
Preliminary Design and Right of Way of Development Phases 1-3		92	30	373	370	260	1125	\$ 157,275
Preliminary Design and Right of Way Development Fee Summary Phases 1-3 Labor: <div> Project Manager @ \$195/hour 17,940 Senior Technical Advisor @ \$210/hour 6,300 Project Engineer @ \$145/hour 54,085 Engineer @ \$115/hour 42,550 Technician @ \$140/hour 36,400 </div> Preliminary Design and Right of Way Development Phases 1-3 Labor Costs: \$ 157,275 Expenses: <div> Printing/Plotting/Travel = 1,000 Control and Field Surveys (KVE)= 50,545 </div> Total Expense = \$ 51,545 Preliminary Design and Right of Way Development Phases 1-3 Total Fee = \$ 208,820								
Final Design and Bidding								
2.1	Phase 1 Final Design and Bidding							
2.1.1	Address Field Check Comments and Finalize Plans on typical sections, plan and profile sheets, driveways, storm sewer improvements at Poplar and Chestnut, sanitary improvements on Cherry (Spruce to Poplar), intersection details, and cross sections	2		12	20	12	46	\$ 6,110
2.1.2	Review and update final plans for final grading, construction limits, and special notes related to fencing, private features and coordination with design of other projects in the area. Assumes no additional sheets and just handled with notes on plan sheets.	1		4	8	4	17	\$ 2,255
2.1.3	Erosion and Sediment Control Plans and Details		1	1	4	2	8	\$ 1,095
2.1.4	Prepare NPDES Permit Application and SWPPP (includes SWPPP assembly for Contractor)			4	8		12	\$ 1,500
2.1.5	Prepare pavement marking and signing sheets and detour plans and details (assumes non-concurrent full closures as needed and no sidewalk detour)		1	1	4	4	10	\$ 1,375
2.1.6	Include additional Olathe Standard Roadway Details in Final Plans			2		2	4	\$ 570
2.1.7	Final Quantities and Engineer's Estimate for Construction	2	2	12	20		36	\$ 4,850
2.1.8	Prepare documents and information to be included with the Project Manual (City provide base documents)	1		12	24		37	\$ 4,695
2.1.9	Senior Technical Review / Milestone Plan Review		12				12	\$ 2,520

EXHIBIT B - Scope of Services - 3-R-001-21

Downtown Streets Improvements Project 1/3/2020		Project Manager	Senior Technical Advisor	Project Engineer	Engineer	Technician	Total	Total Costs
Item of Work		\$195	\$210	\$145	\$115	\$140		
2.1.10	Submit three (3) half-size sets of final plans to City for review.			1		2	3	\$ 425
2.1.11	Upon receipt of City comments on final design submittal, address comments and submit bid documents to City	4	2	4		4	14	\$ 2,340
2.1.12	Provide one addendum during the bid process (assumes letter format with no plan revisions)	4		4		2	10	\$ 1,640
2.1.13	General consultation during the bid period	2		2			4	\$ 680
Phase 1 Final Design and Bidding		16	18	59	88	32	213	\$ 30,055
2.2	Phase 2 Final Design and Bidding							
2.2.1	Address Field Check Comments and Finalize Plans on typical sections, plan and profile sheets (including for westbound right turn lanes on Spruce Street at Kansas Ave. and consideration of eastbound turn lanes with future projects), proposed sidewalk on south side of Spruce and connections to Mill Creek project, <u>driveways, JSRWs, intersection details, and cross sections</u>	2		16	24	16	58	\$ 7,710
2.2.2	Review and update final plans for final grading, construction limits, and special notes related to fencing, privates features and coordination with design of other projects in the area. Assumes no additional sheets and just handled with notes on plan sheets.	1		4	8	4	17	\$ 2,255
2.2.3	Erosion and Sediment Control Plans and Details (plan layouts for turn lane widening areas at Spruce and Kansas only)		1	1	4	2	8	\$ 1,095
2.2.4	Prepare NPDES Permit Application and SWPPP (includes SWPPP assembly for Contractor)			4	8		12	\$ 1,500
2.2.5	Prepare pavement marking and signing sheets and detour plans and details (assumes non-concurrent full closures as needed and no sidewalk detour)		1	1	4	4	10	\$ 1,375
2.2.6	Include additional Olathe Standard Roadway Details in Final Plans			2		2	4	\$ 570
2.2.7	Final Quantities and Engineer's Estimate for Construction	2	2	12	24		40	\$ 5,310
2.2.8	Prepare documents and information to be included with the Project Manual (City provide base documents) - assumes using manual from Phase 1 with minor updates	1		4	8		13	\$ 1,695
2.2.9	Senior Technical Review / Milestone Plan Review		12				12	\$ 2,520
2.2.10	Submit three (3) half-size sets of final plans to City for review.			1		2	3	\$ 425
2.2.11	Upon receipt of City comments on final design submittal, address comments and submit bid documents to City	4	2	4		4	14	\$ 2,340
2.2.12	Provide one addendum during the bid process (assumes letter format with no plan revisions)	4		4		2	10	\$ 1,640
2.2.13	General consultation during the bid period	2		2			4	\$ 680
Phase 2 Final Design and Bidding		16	18	55	80	36	205	\$ 29,115
2.3	Phase 3 Final Design and Bidding							
2.3.1	Address Field Check Comments and Finalize Plans on typical sections, plan and profile sheets, <u>driveways, intersection details, and cross sections</u>	1		6	10	6	23	\$ 3,055
2.3.2	Review and update final plans for final grading, construction limits, and special notes related to fencing, privates features and coordination with design of other projects in the area. Assumes no additional sheets and just handled with notes on plan sheets.	1		4	8	4	17	\$ 2,255
2.3.3	Erosion and Sediment Control Plans and Details (plan layouts for turn lane widening areas at Spruce and Kansas only)		1	1	4	2	8	\$ 1,095
2.3.4	Prepare pavement marking and signing sheets and detour plans and details (assumes non-concurrent full closures as needed and no sidewalk detour)		1	1	4	4	10	\$ 1,375
2.3.5	Erosion and Sediment Control Plans and Details			2		2	4	\$ 570
2.3.6	Final Quantities and Engineer's Estimate for Construction	1	1	6	10		18	\$ 2,425
2.3.7	Prepare documents and information to be included with the Project Manual (City provide base documents) - assumes using manual from Phase 1 with minor updates	1		4	8		13	\$ 1,695
2.3.8	Senior Technical Review / Milestone Plan Review		4				4	\$ 840
2.3.9	Submit three (3) half-size sets of final plans to City for review.			1		2	3	\$ 425
2.3.10	Upon receipt of City comments on final design submittal, address comments and submit bid documents to City	2		2		4	8	\$ 1,240
2.3.11	Provide one addendum during the bid process (assumes letter format with no plan revisions)	2		4		2	8	\$ 1,250
2.3.12	General consultation during the bid period	2		2			4	\$ 680
Phase 3 Final Design and Bidding		10	7	33	44	26	120	\$ 16,905
2.4	Final Street Lighting and Traffic Signal Design							
2.4.1	Final Street Lighting Installation Plan including Revisions from Preliminary Design Comments		1	32		8	41	\$ 5,970
2.4.2	Final Traffic Signal Modification Plan (Spruce and Kansas) including Revisions from Preliminary Design Comments		1	16		4	21	\$ 3,090
2.4.3	Traffic Signal Modification Wiring Diagrams (Spruce and Kansas)		1	16		4	21	\$ 3,090
2.4.4	Street Lighting and Traffic Signal Details, Quantities, Cost Estimate and Specifications		1	8		2	11	\$ 1,650
2.4.5	Senior Technical Review / Milestone Plan Review (Lighting and Signals)		4				4	\$ 840
Final Street Lighting and Traffic Signal Design			8	72		18	98	\$ 14,640
2.5	Management and Meetings							
2.5.1	Progress Meetings with City of Olathe (2)	6		9			15	\$ 2,475

EXHIBIT B - Scope of Services - 3-R-001-21

Downtown Streets Improvements Project 1/3/2020		Project Manager	Senior Technical Advisor	Project Engineer	Engineer	Technician	Total	Total Costs
Item of Work		\$195	\$210	\$145	\$115	\$140		
2.5.2	Project Coordination with City, Johnson County Courthouse and Library, and Mill Creek Stormwater Design Team (as needed). Includes monthly project review meetings, scheduling, ongoing communication. (Assumes 6 months for Final Design and Bidding of all 3 phases)	36		36			72	\$ 12,240
Management and Meetings		42		45			87	\$ 14,715
Final Design and Bidding		84	51	264	212	112	723	\$ 105,430
Final Design and Bidding Fee Summary								
Labor:		Project Manager @ \$195/hour 16,380 Senior Technical Advisor @ \$210/hour 10,710 Project Engineer @ \$145/hour 38,280 Engineer @ \$115/hour 24,380 Technician @ \$140/hour 15,680						
Final Design and Bidding Labor Costs:		\$ 105,430						
Expenses:		Printing/Plotting/Travel = 1,000 Control and Field Surveys (KVE)= -						
Total Expense =		\$ 1,000						
Final Design and Bidding Total Fee =		\$ 106,430						
Construction Engineering Assistance								
3.1	Phase 1 Construction Engineering Assistance							
3.1.1	Prepare for and attend Pre-Construction Meeting (City to lead - Provide up to 6 Half and 4 Full Sets of Final Plans and 10 Spec Books to Contractor)	3		5	4		12	\$ 1,770
3.1.2	Public Informational Meeting (Prior to Construction) (Assumes city/contractor led and no new exhibits)	6		6			12	\$ 2,040
3.1.3	Shop Drawing Review - Storm Structures, Sanitary Relocation (Assumes 8 structures)	1		2	8		11	\$ 1,405
3.1.4	Respond to RFI's and assist with general questions during construction	2		4	2		8	\$ 1,200
3.1.5	Plan Revisions (assumes up to 1 minor plan revisions)	2		4	2	4	12	\$ 1,760
3.1.6	Provide Record Drawings to City (Based only on inspector / contractor markups)	1			2	4	7	\$ 985
Phase 1 Construction Engineering Assistance		15		21	18	8	62	\$ 9,160
3.2	Phase 2 Construction Engineering Assistance							
3.2.1	Prepare for and attend Pre-Construction Meeting (City to lead - Provide up to 6 Half and 4 Full Sets of Final Plans and 10 Spec Books to Contractor)	3		5	4		12	\$ 1,770
3.2.2	Public Informational Meeting (Prior to Construction) (Assumes city/contractor led and no new exhibits)	6		6			12	\$ 2,040
3.2.3	Shop Drawing Review - Storm Structures, Signals and Lighting	1		2	8		11	\$ 1,405
3.2.4	Respond to RFI's and assist with general questions during construction	4		4	2		10	\$ 1,590
3.2.5	Plan Revisions (assumes up to 1 minor plan revisions)	4		4	2	4	14	\$ 2,150
3.2.6	Provide Record Drawings to City (Based only on inspector / contractor markups)	1			2	4	7	\$ 985
Phase 2 Construction Engineering Assistance		19		21	18	8	66	\$ 9,940
3.3	Phase 3 Construction Engineering Assistance							
3.3.1	Prepare for and attend Pre-Construction Meeting (City to lead - Provide up to 6 Half and 4 Full Sets of Final Plans and 10 Spec Books to Contractor)	3		5	4		12	\$ 1,770
3.3.2	Respond to RFI's and assist with general questions during construction	1		4	2		7	\$ 1,005
3.3.3	Plan Revisions (assumes up to 1 minor plan revisions)	1		2	1	2	6	\$ 880
3.3.4	Provide Record Drawings to City (Based only on inspector / contractor markups)	1			2	4	7	\$ 985
Phase 3 Construction Engineering Assistance		6		11	9	6	32	\$ 4,640
Construction Engineering Assistance		40		53	45	22	160	\$ 23,740
Construction Engineering Assistance Fee Summary								
Labor:		Project Manager @ \$195/hour 7,800 Senior Technical Advisor @ \$210/hour - Project Engineer @ \$145/hour 7,685 Engineer @ \$115/hour 5,175 Technician @ \$140/hour 3,080						
Construction Engineering Assistance Labor Costs:		\$ 23,740						
Expenses:		Printing/Plotting/Travel = 1,000 Control and Field Surveys (KVE)= -						
Total Expense =		\$ 1,000						
Construction Engineering Assistance Total Fee =		\$ 24,740						
Overall Total Hours		216	81	690	627	394	2008	

Downtown Streets Improvements Project 1/3/2020	Project Manager	Senior Technical Advisor	Project Engineer	Engineer	Technician	Total	Total Costs
Item of Work	\$195	\$210	\$145	\$115	\$140		
Overall Fee Summary							
Labor:		Project Manager @ \$195/hour			42,120		
		Senior Technical Advisor @ \$210/hour			17,010		
		Project Engineer @ \$145/hour			100,050		
		Engineer @ \$115/hour			72,105		
		Technician @ \$140/hour			55,160		
		Overall Labor Costs: \$			286,445		
Expenses:		Printing/Plotting/Travel =			3,000		
		Control and Field Surveys (KVE)=			50,545		
		Total Expense = \$			53,545		
2020-2021 Downtown Streets Improvement Project Total Fee =						\$ 339,990	



KAW VALLEY ENGINEERING, INC.

Office: 913.894.5150

Fax: 913.894.5977

Web: www.kveng.com

Address: 14700 West 114th Terrace
Lenexa, KS 66215

January 7, 2020

C19S0471-R

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

**RE: CITY OF OLATHE PROJECT NO. 3-R-001-21
DOWNTOWN STREET RECONSTRUCTION PHASE II, PHASE III
CHESTNUT, CHERRY, POPLAR, AND SPRUCE
OLATHE, KANSAS**

Dear Mr. Will:

In response to your request, Kaw Valley Engineering, Inc. (KVE) is pleased to provide the following proposal for survey services for Phases II and III of the City of Olathe Downtown Street Reconstruction for Chestnut, Cherry, Poplar and Spruce Streets, City of Olathe Project No. 3-R-001-21. Following are the anticipated scope of services and fees.

SCOPE OF SERVICES/FEEES

The scope of services will be performed in accordance with the attached Table of Contents and Scope of Services. A breakdown of the hours and fees by Task is also enclosed as summarized below:

Services	Total Contracted Fee
Labor	\$41,545
Reimbursables	\$9,000
Total	\$50,545

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

Respectfully submitted,
Kaw Valley Engineering, Inc.

Gary A. Leeds, P.E.
Principal

Attachments

**SCOPE OF SERVICES/FEES
CITY OF OLATHE PROJECT NO. 3-R-001-21
DOWNTOWN STREET RECONSTRUCTION PHASE II, PHASE III
CHESTNUT, CHERRY, POPLAR, AND SPRUCE
OLATHE, KANSAS**

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SCOPE OF SERVICES/FEES
CITY OF OLATHE PROJECT NO. 3-R-001-21
DOWNTOWN STREET RECONSTRUCTION PHASE II, PHASE III
CHESTNUT, CHERRY, POPLAR, AND SPRUCE
OLATHE, KANSAS

SCOPE OF SERVICES

1. Project Inventory and Safety Analysis

- a. Administrative project set-up
- b. Review project requirements with Project Engineer
- c. Site visit by Professional Surveyor and designated key personnel
- d. Planning session with Professional Surveyor and Survey Field Manager
- e. Project kick-off meeting, including review of project requirements, documented and included in QC/QA submittal – All team members
- f. Project Safety meeting – Field crew and Survey Field Manager

2. Control Establishment – Downtown Street Reconstruction PN 3-R-001-21

- a. Primary control shall be established in Phase I (3-R-001-21) as a supplemental to Upper Mill Creek (2-C-030-18)

3. Topographic Survey

a. Spruce Street (Approximately 950 LF) and Woodland Intersections at Poplar and Spruce (Approximately 700 LF) – Phase II

- i. Detailed topographic survey to street right-of-way labeled as Phase II on attached Exhibit B.
- ii. Unless physical access is restricted, the topographic survey shall include the character and location of all streets, curbs, utility structures, utility poles, street lights, improved surfaces, walls, buildings, fences, and other improvements within the topographic limits, observed in the process of conducting the fieldwork, including trees 6” diameter and larger, bushes, shrubs, and other natural vegetation within landscaped areas and other substantial features observed in the process of conducting the fieldwork (e.g., parking areas, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse)
- iii. Underground utilities shall be surface located as marked by the Kansas One-Call System and City of Olathe marking services
 - 1. Gathering of utility owner names is limited in nature to the information available such as surface markings on closure boxes or marking flags and will be collected where available
 - 2. Underground line depths, line sizes, line types, line pressure or other non-observable information will not be collected
 - 3. When provided to the Surveyor, as-built information shall be used to verify field data
- iv. Survey shall extend from
 - 1. Kansas Avenue (Northgate) along the centerline of Spruce Street to tie into the existing Upper Mill Creek Olathe (2-C-030-18), and

2. Upper Mill Creek Survey of Poplar Street; East to the centerline of Woodland Road; extend the Upper Mill Creek Survey of Spruce Street East to the centerline of Woodland Road; and expand the Upper Mill Creek topography between Mill Creek and the existing Mill Creek pool house to a point 145 feet North of the North right-of-way of Poplar Street.
 - v. The topographic data shall be from right-of-way to right-of-way within the limits outlined in 3 (a) (iv) above
 - vi. Existing drives and sidewalks shall be profiled from the right-of-way line to the face of existing structures (buildings) facing the centerline of Spruce Street
 - vii. Existing buildings shall be field located using “reflectorless” technology with no detail being gathered beyond the street right-of-way
 - viii. Survey Quality Control as set forth in 3 (c) (i)
- b. Chestnut Street – Phase III (Approximately 500 LF)**
- i. Detailed topographic survey to street right-of-way labeled as Phase III on attached Exhibit B.
 - ii. Unless physical access is restricted, the topographic survey shall include the character and location of all streets, curbs, utility structures, utility poles, street lights, improved surfaces, walls, buildings, fences, and other improvements within the topographic limits, observed in the process of conducting the fieldwork, including trees 6” diameter and larger, bushes, shrubs, and other natural vegetation within landscaped areas and other substantial features observed in the process of conducting the fieldwork (e.g., parking areas, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse)
 - iii. Underground utilities shall be surface located as marked by the Kansas One-Call System and City of Olathe marking services
 1. Gathering of utility owner names is limited in nature to the information available such as surface markings on closure boxes or marking flags and will be collected where available
 2. Underground line depths, line sizes, line types, line pressure or other non-observable information will not be collected
 3. When provided to the Surveyor, as-built information shall be used to verify field data
 - iv. Survey shall extend from the South right-of-way line of E. Poplar Street along the centerline of N. Chestnut Street to the centerline of Santa Fe Drive
 - v. The topographic data shall be from right-of-way to right-of-way within the limits outlined in 3 (b) (iv) above
 - vi. Existing drives and sidewalks shall be profiled from the right-of-way line to the face of existing structures (buildings) facing the centerline of N. Chestnut Street
 - vii. Existing buildings shall be field located using “reflectorless” technology with no detail being gathered beyond the street right-of-way
 - viii. Survey Quality Control as set forth in 3 (c) (i)

c. Quality Control

i. Survey

1. Photographs of the topographic area shall be taken and referenced on a "Photo Log" by photo name, location and direction taken
2. Topographic information shall be drafted in a format compatible with HNTB drafting standards
3. During the drawing process, the field surveyor and Survey Field Manager, shall periodically perform "Office Checks" to insure the completeness and overall quality of the field data
4. The drawing shall be underlaid with the latest available GOOGLE aerial image as verification of surface feature location and completeness
5. Upon initial drawing completion, a walk-through field-check of the drawing shall be performed to verify and quality control the drawing
6. The drafting technician shall integrate all "red-lines" and review the drawing utilizing a "Drafting Checklist" to insure completeness
7. Upon integration of office and field "red-lines" the drawing shall be Quality Control checked by the supervising Professional Surveyor.
8. Once deemed ready for submittal to the Project Engineer, the Quality Assurance Officer will review the Quality Control Procedures implemented to allow issuance per K.A.R. 66-6-1(c)(1)

ii. Descriptions

1. The Surveyor shall utilize drawing geometry provided by the Project Engineer, in CAD format, to define the location and courses of the required easements
2. Descriptions shall be written in a format acceptable to the City of Olathe
3. Easements shall be prepared by qualified personnel overseen by a Kansas Professional Surveyor
4. All easements shall have a COGO closure report generated and meet or exceed the Kansas Minimum Standards for the preparation of descriptions
5. Completed descriptions are independently drawn and overlaid against the provided geometry to verify accuracy
6. The Supervising Professional Surveyor shall review easement displays developed by HNTB, for Station & Offset accuracy only
7. All descriptions shall be reviewed by the Drafting Manager for closure and completeness utilizing a "Description Checklist"
8. The Supervising Professional Surveyor shall review and seal the descriptions
9. Once deemed ready for submittal to the Project Engineer, the Quality Assurance Officer will review the Quality Control Procedures

4. Ownership and Easement Reports – Phases I, II, III (Phase I reimbursables are intentionally included in this contract)

- a. KVE shall obtain eighteen (18) ownership and easement reports as follows per attached Exhibit B:
 - i. Phase I – Eight (8) Tracts
 - ii. Phase II – Eight (8) Tracts
 - iii. Phase III – Two (2) Tracts

5. Description Preparation – Phases I, II, III

- a. Prepare descriptions for new right-of-way taking
 - i. Up to twenty-four (24) right-of-way descriptions per attached Exhibit B
 - ii. Monuments (1/2" x 24" rebar with cap and wood lath) shall be set at all new right-of-way corners
 - iii. Permanent and Temporary easements shall be staked one time using 60d nails and wood lath
- b. Descriptions shall be submitted as “sealed documents” on Kaw Valley Engineering, Inc. letterhead. Documents will not be provided in Word format.
- c. Description Quality Control as set forth in 3 (c) (ii)

6. Submittals– Phases II, III

- a. Prepare project survey books including documentation for
 - i. Control – Submitted previously as supplemental to Upper Mill Creek (2-C-030-18)
 - ii. Property / Right-of-Way development notes
 - iii. Topographic field survey (signed by the Supervising Professional Surveyor per K.A.R. 66-6-1(c)(1))
 - iv. Utility coordination information
 - v. Property basemap drawing included in signed Topographic drawing
 - vi. Topographic Utility drawing included in signed Topographic drawing
 - vii. Sewer structure notes
 - viii. Photo logs
 - ix. Quality Control/Quality Assurance documentation including certification per H.N.T.B. Quality Control Plan requirements

7. Exclusions

- a. Items removed at the Project Engineers request
 - i. Elimination of detail survey information
 - 1. Around houses
 - 2. Beyond street right-of-way unless otherwise stated herein
 - ii. Updates to Ownership Reports
 - iii. Staking of project centerlines at stationing
 - iv. Staking of project right-of-way
 - v. Post construction “As-Built” information
 - vi. Monumentation of properties
 - vii. This list is not all inclusive and services in this agreement are specifically limited to those listed in paragraphs 1 through 6 above. All other requested services shall require a written supplemental signed by the Project Engineer or other designee of H.N.T.B. prior to any effort.

8. Attachments

- a. Exhibit A – Compensation
- b. Exhibit B

Exhibit A - Compensation Overview - Survey

<u>Services</u>	<u>Unit Price</u>	<u>Qty</u>	<u>Base Contract</u>	
			<u>Extension</u>	
Project Inventory and Safety Analysis:				
Phase II, III				
Principal	\$ 180.00	1	\$	180.00
Registered Land Surveyor	\$ 120.00	5	\$	600.00
Survey Supervisor	\$ 110.00	3	\$	330.00
Survey Crew	\$ 160.00	2	\$	320.00
CADD Supervisor	\$ 90.00	1	\$	90.00
CADD Technician	\$ 75.00	1	\$	75.00
Administrative Technician	\$ 50.00	1	\$	50.00
			\$	1,645.00
Control Establishment:				
Phase II, III				
Principal	\$ 180.00	0	\$	-
Registered Land Surveyor	\$ 120.00	0	\$	-
Survey Supervisor	\$ 110.00	0	\$	-
Survey Crew	\$ 160.00	0	\$	-
Survey Crew-1	\$ 125.00	0	\$	-
CADD Supervisor	\$ 90.00	0	\$	-
CADD Technician	\$ 75.00	0	\$	-
			\$	-
Topographic Survey:				
Phase II				
Principal	\$ 180.00	2	\$	360.00
Registered Land Surveyor	\$ 120.00	7	\$	840.00
Survey Supervisor	\$ 110.00	7	\$	770.00
Survey Crew	\$ 160.00	58	\$	9,280.00
CADD Supervisor	\$ 90.00	7	\$	630.00
CADD Technician	\$ 75.00	28	\$	2,100.00
			\$	13,980.00
Phase III				
Principal	\$ 180.00	1	\$	180.00
Registered Land Surveyor	\$ 120.00	3	\$	360.00
Survey Supervisor	\$ 110.00	3	\$	330.00
Survey Crew	\$ 160.00	24	\$	3,840.00
CADD Supervisor	\$ 90.00	2	\$	180.00
CADD Technician	\$ 75.00	8	\$	600.00
			\$	5,490.00
Property Basemap Development:				
Phase II, III				
Principal	\$ 180.00	0.5	\$	90.00
Registered Land Surveyor	\$ 120.00	17	\$	2,040.00
Survey Supervisor	\$ 110.00	2	\$	220.00
Survey Crew	\$ 160.00	16	\$	2,560.00
CADD Supervisor	\$ 90.00	8	\$	720.00
CADD Technician	\$ 75.00	35	\$	2,625.00
			\$	8,255.00
Writing of Descriptions:				
Phase I, II, III				
Principal	\$ 180.00	5	\$	900.00
Registered Land Surveyor	\$ 120.00	35	\$	4,200.00
Survey Supervisor	\$ 110.00	0	\$	-
Survey Crew	\$ 160.00	0	\$	-
CADD Supervisor	\$ 90.00	15	\$	1,350.00
CADD Technician	\$ 75.00	35	\$	2,625.00
			\$	9,075.00

Submittals:**Phase II, III**

Principal	\$	180.00	1	\$	180.00
Registered Land Surveyor	\$	120.00	16	\$	1,920.00
Survey Supervisor	\$	110.00	4	\$	440.00
Survey Crew	\$	160.00	2	\$	320.00
CADD Supervisor	\$	90.00	1	\$	90.00
CADD Technician	\$	75.00	2	\$	150.00
					<hr/>
					\$ 3,100.00

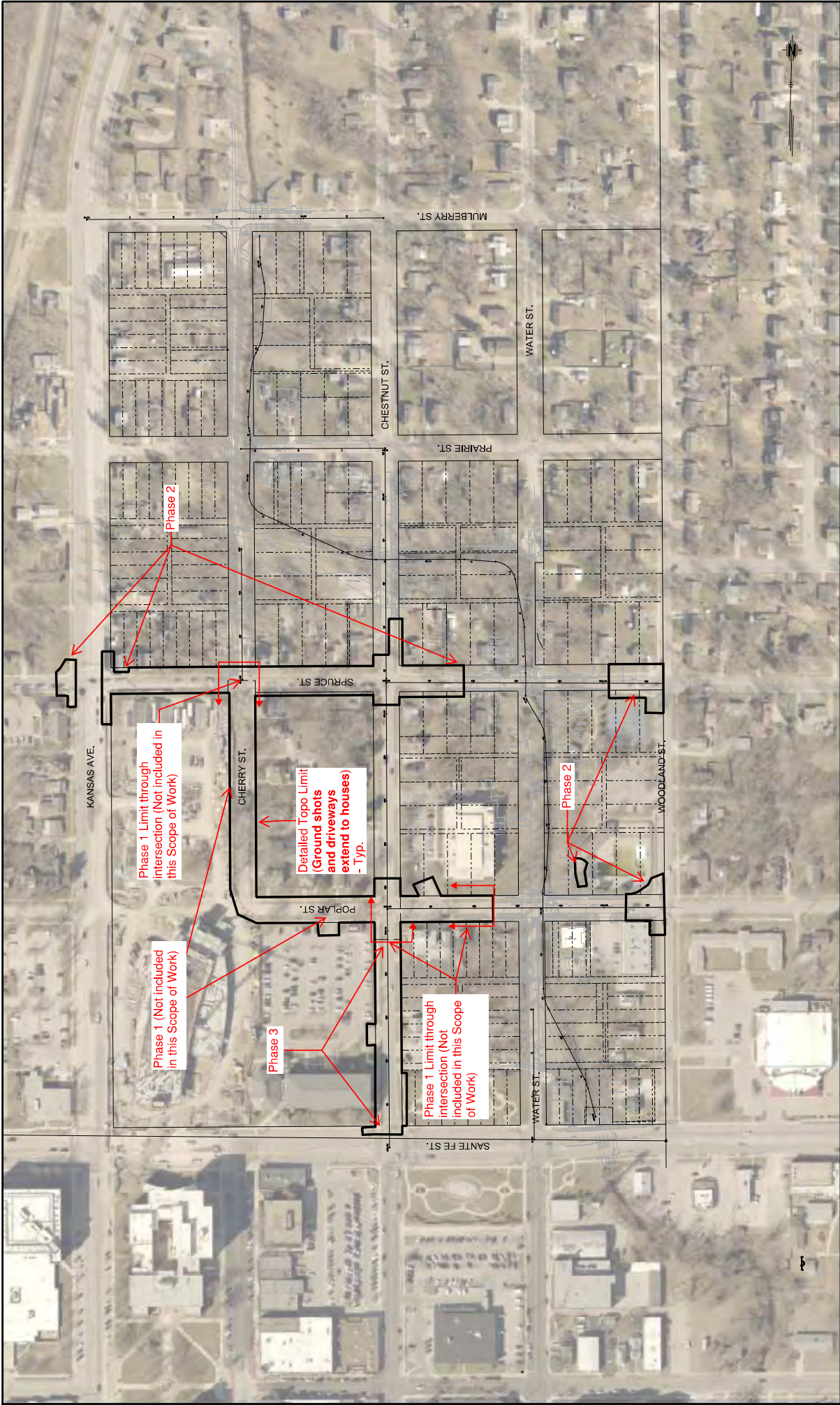
Subtotal - Labor

\$ 41,545.00**Reimbursables:****Phase I, II, III (Phase I reimbursables are intentionally included in this contract)**

Task 4 - Ownership Reports	\$	500.00	18	\$	9,000.00
					<hr/>
Subtotal - Reimbursables					\$ 9,000.00

Totals

\$ 50,545.00



DOWNTOWN STREETS RECONSTRUCTION: SURVEY LIMITS PHASES 1-3

JANUARY 2, 2020

EXHIBIT C
Fee & Rate Schedule

EXHIBIT C
Fee & Rate Schedule

Downtown Streets Improvements Project HNTB
Schedule of Rates

Rates are effective for services from
January 1, 2020 through December 31, 2020

<u>Position</u> <u>Classification</u>	<u>Hourly</u> <u>Billing Rate</u>
Group Director	\$ 300.00
Department Manager	\$ 240.00
Section Manager	\$ 195.00
Senior Project Manager	\$ 250.00
Project Manager II	\$ 205.00
Project Manager I	\$ 175.00
Senior Technical Advisor	\$ 210.00
Senior Project Engineer/Senior Squad Leader	\$ 170.00
Project Engineer/Squad Leader	\$ 145.00
Engineer III	\$ 125.00
Engineer II	\$ 115.00
Engineer I	\$ 105.00
Engineer	\$ 95.00
*Engineer Intern	\$ 75.00
*Senior Technician	\$ 140.00
*Technician III	\$ 110.00
*Technician II	\$ 90.00
*Technician I	\$ 75.00
Senior Administrative Assistant	\$ 85.00
Administrative Assistant	\$ 70.00
Office Business Manager	\$ 160.00
Project Analyst	\$ 125.00
Senior Field Representative	\$ 135.00
Field Representative	\$ 120.00
*Inspector II	\$ 90.00
*Inspector I	\$ 75.00
Public Involvement Manager	\$ 160.00

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

EXHIBIT D
Land Acquisition Checklist for Consultant Projects

Complete submittal of these documents is required 7 months prior to acquisition of easements.

- ___ Determine what types of easements are required for each tract:
 - i.e. Street Dedication, Temporary Construction Easement, Utility Easement, Permanent Drainage Easement, or Sidewalk Easement.
If TCE need termination or end date.

- ___ REQUIRED INFORMATION:
 - a) City Project No. and Project Name; State Project No. and Federal Project No. (if applicable)
 - b) Current Ownership (both husband and wife's name, even if only owned by one spouse)
 - 1) If a trust, the name and date of the trust
 - 2) If a corporation or LLC, state of incorporation or formation
 - 3) If partnership, full name of partnership
 - c) Johnson County Parcel ID number;
 - d) Number the tracts in the project (up one side and down the other) (Tract No. __)
 - e) The name of any other party who has an interest (contract for deed holder, lienholder, mortgage companies, tenant, etc.)
 - f) Situs Address
 - g) Mailing Address
 - h) Other easement holders (utilities, tenants with 99 year leases)
 - i) Temporary Construction Easement must include the date that the easement rights end.
 - j) Legal description of the entire tract, including total square footage.
 - k) Legal description of the new taking, including total square footage.
 - l) Tract map
 - m) Ownership & Encumbrance title report, not more than 9 months since certification, showing current ownership, liens, mortgages, existing easements and any other encumbrances upon the property.
 - n) Copy of last deed(s) of record. If an undivided interest is conveyed in the deed, we need all deeds which comprise the whole interest. (If undivided one-half is conveyed to husband's trust and undivided one-half interest is conveyed to wife's trust, we will need a copy of both deeds.
 - o) Common errors to avoid: verify marital status, *BEFORE SUBMITTING DOCUMENTS TO CITY OF OLATHE VERIFY THE O&E'S TO ENSURE OWNERSHIP HAS NOT CHANGED.*

____ Tract Map will be considered complete when it contains the following information (example is attached):

- a) Map of entire property (May not be possible on large parcels and still showing legible taking) showing location of the easement (s) and indicating any trees to be removed or fences to be moved. Outlines of buildings are to be shown so that we can tell how close the easements are to the existing building. Dimensions/bearings for easements to be clearly shown on map. It is acceptable to place all easements on one exhibit as long as each easement is easily identified. If the exhibit is too cluttered, then the easements will be placed on separate exhibits with permanent easements on one exhibit and temporary easements on a separate exhibit. **EASEMENT MUST BE CLEARLY VISIBLE ON DRAWING.**
- b) Property owner's names, mailing address, situs address (if different from mailing), Johnson County Parcel ID number, tract number, lienholder, easement holder.
- c) Map of tract must show dimensions of tract and property lines clearly marked.
- d) Common errors to avoid: North arrow pointing in the wrong direction, verification that the easement legal description closes upon itself.

____ Legal description and tract maps must be signed by a Registered Land Surveyor stating that the ownership, easement legal descriptions, description in the deed for the entire tract only when a total property taking is occurring, and surveys for the easement area have been personally reviewed and determined to be accurate in accordance with the plan for the project. The Consultant will make corrections, at no cost to the City, to fix errors determined by the City that are the responsibility of the Registered Land Surveyor. These errors may include but are not limited to clerical errors, inconsistencies between the easement legal description and tract map, easement legal description not closing upon itself, or other errors in requirements on this checklist. **Both legal description and tract map(s) must be marked Exhibit "A" as referenced in the easement documents.**

____ Submit Documents to Public Works staff.

EXHIBIT E
CITY OF OLATHE INSURANCE REQUIREMENTS

A. Consultant shall procure, and maintain as required, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the project. The cost of such insurance shall be included in the Consultant's bid.

B. Consultant shall maintain the following coverages and minimum limits.

1. Commercial General Liability (CGL): [ISO "occurrence" form or its equivalent] \$1,000,000 per occurrence limit including personal and advertising injury and products - completed operations. Any general aggregate limit should be at least \$2,000,000.
2. Business Auto Coverage: (*Owned and non-owned autos*) \$500,000 per occurrence, combined single limit.
3. Workers Compensation and Employers Liability: Workers compensation limits as required by applicable state workers' compensation laws and employer's liability limits or equivalent of \$500,000/\$500,000/\$500,000.
4. Professional Liability: Minimum limits to be \$1,000,000 each claim / annual aggregate.
5. Coverage Limits. Coverage limits for General and Auto Liability exposures may be met by a combination of primary and umbrella policy limits.
6. Exposure Limits: The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of the Consultant nor has the City assessed the risk that may be applicable to Consultant. Consultant shall assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverages. The Consultant's insurance shall be primary and any insurance or self-insurance maintained by the City will not contribute to, or substitute for, the coverage maintained by Consultant.

C. Additional Insured. CGL and auto policies must be endorsed to include the City as additional insured for the project. Any and all coverage available to the named insured is applicable to the additional insured. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

D. Verification of Coverage.

1. A certificate of insurance, listing the City as a certificate holder, accompanied by an additional insured endorsement or equivalent.
2. The insurance coverages are to be provided by Kansas authorized insurance companies with a Best's rating of at least A- VII. Those not meeting this standard must be approved by City.
3. Any self-insurance or self-insured retentions must be specified on the certificate of insurance. In addition, when self-insured the name, address, and telephone number of the claims office must be indicated on the certificate or separate attached document. Any and all deductibles or self-insurance in the above described coverages shall be the responsibility and at the sole risk of the Consultant.
4. When any of the foregoing insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage shall be submitted along with the application for final payment.
5. Any coverage provided by a Claims-Made form policy must contain a three-year tail option, extended reporting period, or must be maintained for three years' post contract.

E. Cancellation. Each insurance policy required shall not be suspended, voided, or canceled, except after Consultant has provided thirty (30) days' advance written notice to the City.

F. Sub-Consultants. All coverages for sub-Consultants must meet all of the requirements stated herein.

EXHIBIT F
Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
01/08/2020

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

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

PRODUCER IMA, Inc. 51 Corporate Woods 9393 W. 110th Street, Suite 600 Overland Park, KS 66210 INSURED HNTB Corporation 7400 West 129th Street, Suite 100 Overland Park, KS 66213	CONTACT NAME: Business Insurance Manager PHONE (A/C No. Ext): 816-527-2511 FAX (A/C No.): 816-472-4060 E-MAIL ADDRESS: businessinsurancemgr@hntb.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: ZURICH AMER INS CO</td> <td>16535</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ZURICH AMER INS CO	16535	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES
CERTIFICATE NUMBER: 58296745

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GLO 0769451-00	01/01/20	01/01/21	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>			BAP 0769452-00	01/01/20	01/01/21	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
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	WC 0769453-00	01/01/20	01/01/21	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

HNTB Job #74498; 2020-2021 Downtown Streets Improvement Project; Project No. 3-R-001-21

If required by written contract, City of Olathe, Kansas (City) is Additional Insured as respects General Liability and Automobile Liability subject to the terms, conditions and exclusions of the policies, which shall be considered primary and non-contributory. Insurer will provide 30 days' notice of cancellation, for reasons other than non-payment of premium.

CERTIFICATE HOLDER

Office #001 HNTB Job #74498 City of Olathe, KS 1385 S. Robinson Drive Olathe, KS 66051-0768 USA	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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ACORD 25 (2016/03)

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 adcox
58296745



CERTIFICATE OF LIABILITY INSURANCE

5/1/2020

DATE (MM/DD/YYYY)

1/8/2020

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.

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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): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED 1445015 HNTB CORPORATION 7400 WEST 129TH STREET, SUITE 100 OVERLAND PARK KS 66213	NAIC # 19437

COVERAGES **CERTIFICATE NUMBER:** 16500851 **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N N	061853762	5/1/2019	5/1/2020	\$1,000,000 PER CLAIM/ ANNUAL AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: HNTB JOB #74498; 2020-2021 DOWNTOWN STREETS IMPROVEMENT PROJECT; PROJECT NO. 3-R-001-21

CERTIFICATE HOLDER

CANCELLATION

16500851

CITY OF OLATHE, KS
 1385 S. ROBINSON DRIVE
 OLATHE= KS 66051-0768

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

AUTHORIZED REPRESENTATIVE

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EXHIBIT G
Certificate of Good Standing to Conduct Business in Kansas

STATE OF KANSAS
OFFICE OF
SECRETARY OF STATE
SCOTT SCHWAB

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

Business Entity ID Number: 2036200

Entity Name: HNTB CORPORATION

Entity Type: FOREIGN FOR PROFIT

State of Organization: DE

Resident Agent: COGENCY GLOBAL INC.

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

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

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



In testimony whereof I execute this certificate and affix the seal of the Secretary of State of the state of Kansas on this day of January 07, 2020

SCOTT SCHWAB
SECRETARY OF STATE

Certificate ID: 1122796 - To verify the validity of this certificate please visit <https://www.kansas.gov/bess/flow/validate> and enter the certificate ID number.