

PROFESSIONAL SERVICES AGREEMENT

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

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

119th Street, Woodland to Northgate Design Services **Project No. 3-C-024-21**

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 **One million, one hundred and fifteen thousand, seven hundred and ninety-six dollars (\$1,115,796)**, including reimbursable expenses as described herein. The fee is based on the performance of the scope of services outlined in this Agreement, including **Exhibit B** attached hereto and incorporated by reference, and will be billed by Consultant using hourly rates and equipment charges as set forth in **Exhibit C** attached hereto and

incorporated by reference, plus reimbursable expenses as set forth below. All bills will be submitted to City monthly as provided herein. Payment to Consultant will not exceed the following percentages in each phase of the Project without prior written consent of City:

Phase 1 – Data Collection and Concept Design (54.6%)
Phase 2 – Preliminary Design Phase (45.4%)

TOTAL 100 %

2. Reimbursable Expenses: Consultant will be reimbursed at the actual cost, not to exceed a total expense of **One hundred thirty-eight thousand, seven hundred and ten dollars (\$138,710)** for the following expenses related only to the Project: (a) expense of transportation in connection with the Project; (b) expenses in connection with authorized out-of-town travel; (c) long-distance communications; (d) expenses of printing and reproductions; (e) postage and facsimile transmissions; (f) expenses of renderings and models requested by City, and (g) other costs as authorized by City in writing as set forth herein.

B. SERVICES BEYOND THE SCOPE OF SERVICES

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

City to complete the Project. Payment to Consultant as compensation for Additional Services will be in accordance with the hourly rate schedule attached as **Exhibit C**.

3. Special Services: Consultant may be called on to serve as a consultant or witness in any litigation, arbitration, legal or administrative proceeding arising out of this Project. If Consultant is requested, in writing, by City, to appear as a witness, it will be paid its hourly fee as reflected on the hourly rate schedule attached hereto as **Exhibit C**. Consultant will not be paid extra by City if Consultant's appearance is to defend its Professional Services.

C. BILLING & PAYMENT

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

D. SCHEDULE

All services must be completed on or before **October 1, 2021**.

SECTION III - RESPONSIBILITIES OF CONSULTANT

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

A. PRELIMINARY DESIGN PHASE

1. Services: The Professional Services to be provided during this phase are set out in **Exhibits B and D**, attached hereto and incorporated by reference.
2. Preliminary Design Documents: Consultant will furnish City copies of the above preliminary design documents per the City of Olathe Technical Specifications and Design Criteria for Public Improvements, unless otherwise noted in **Exhibit B**.
3. Preliminary Cost Estimate: Consultant will furnish City an estimate of probable Construction Cost based on the preliminary design and at subsequent design review submittals as specifically requested by City. Consultant's estimate of probable Construction Cost is to be made based on Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry.
4. Budget: Consultant will immediately advise City if, in its opinion, the amount budgeted for construction is not sufficient to adequately design and construct the improvement as requested.
5. Permits and Right-of-Way: These Professional Services will include preparation of plans, exhibits and applications required for securing approvals, licenses, or permits from governmental or corporate agencies or authorities, and providing City with documents for right-of-way and/or easement acquisition necessary for the construction of the improvement, unless eminent domain proceedings are required to secure the right-of-way and/or easements. Consultant will comply with the conditions set out in the Land Acquisition Checklist for Consultant Projects as in **Exhibit D**. City will be responsible for acquiring the necessary Right-of-Way or Easements, unless otherwise agreed upon between City and Consultant. A property map of the areas needed to be acquired, and other necessary information related to such acquisition, will be provided by Consultant with copies of the preliminary construction plans to the Project Manager. It is recognized that such information cannot be provided for some tracts until the completion of the final construction plans. Consultant will also provide any necessary ownership and encumbrance (O&E) documents.

B. FINAL DESIGN PHASE

1. Services: The Professional Services to be provided during this phase are set out in **Exhibit B** attached hereto and incorporated by reference.
2. Final Design Documents: Consultant will furnish City copies of the final design plans per the City of Olathe Technical Specifications and Design Criteria for Public Improvements unless otherwise noted in **Exhibit B**.

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

C. BIDDING PHASE

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

D. CONSTRUCTION PHASE

1. In-House Administration and Inspection: It is understood that City will provide full-time, in-house administration and inspection of the construction Project and the work of the construction contractor at City's expense, unless otherwise agreed upon in writing by the Parties. Consultant will assist City by providing general administration and

inspection of the work of the construction contractor as requested by City by conducting periodic inspections of the construction contractor's work during construction and will assist City in a final inspection of the construction Project after completion of the work by the construction contractor. Consultant will also check shop drawings and assist City in making interpretation of plans and specifications and reviewing pay estimates for making payments to the construction contractor.

2. Services: The Professional Services provided during this phase are set out in **Exhibit B**, both attached hereto and incorporated by reference.
3. Additional Drawings: If during construction, situations arise which require additional drawings or details, Consultant agrees to provide such additional drawings or details at no cost to City when the additional drawings or details are required to correct Consultant's errors or omissions or clarify Consultant's intent in the original design and preparation of construction drawings. If such situations occur through no fault of Consultant, or are beyond Consultant's control, both Parties agree to negotiate an equitable payment to Consultant for Consultant's Professional Services rendered, which will be accomplished through a Change Order.
4. Staking: Unless otherwise provided, staking must be included in the bid specifications to be performed by the construction contractor.
5. Notice of Defects: If, based on Consultant's involvement during the construction phase, Consultant observes or otherwise becomes aware of any defect in the work, Consultant will give prompt written notice to City of such defects and their approximate location on the Project. However, Consultant will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions, inspections and programs in connection with the work, since these are solely the construction contractor's responsibility under the contract for construction to be entered into with City. Consultant will not be responsible for the construction contractor's schedules or failure to carry out the work in accordance with the Contract Documents. Consultant will not have control over or charge of acts or omissions of any construction contractor, any of a construction contractor's subcontractors, or any of the agents or employees of a construction contractor selected by City to construct the Project.
6. Shop Drawings: 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: **Joseph E. Drimmel, Sr. Vice President (Authority of bind consultant), James Scott Heavin – day to day consultant project manager**. As principal on this Project, this person will be the primary contact with the City's Project Manager and will have authority to bind Consultant. So long as the individual named above remains actively employed or retained by Consultant, such individual will perform the function of principal on this Project. For the Professional Services rendered hereunder, Consultant, and any of its subcontractors, will employ engineers, architects, landscape architects, and surveyors licensed by the Kansas State Board of Technical Professions.
2. Service By and Payment to Others: Any services authorized in writing by City and performed by any party other than Consultant or its subcontractors (a "Third Party") in connection with the proposed Project will be contracted for and paid for by City. In addition to payments for the Third Party's professional services, this may also include necessary permits, licenses, ownership certifications, materials testing, advertising costs, and other special tests or other services required or requested by City or Consultant which are not defined within the scope of services of Consultant as set forth herein. Fees for such extra services will be subject to negotiation between City and the Third Party. Fees will be approved by City in writing prior to the execution of any extra services. Although Consultant may assist City in procuring such services of Third Parties, Consultant will in no way be liable to either City or such Third Parties in any manner whatsoever for such services or for payment thereof.
3. Subcontracting or Assignment of Services: Consultant may not subcontract or assign any of the Professional Services to be performed under this Agreement without first obtaining the written approval of City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge Consultant from any obligation under this Agreement. Any person or firm proposed for subcontracting Professional Services under this Agreement will maintain throughout the duration of the Agreement, insurance as provided in Section V.D.2. herein, and will additionally maintain Professional Liability insurance in a minimum amount of \$1,000,000 per claim and in the aggregate and provide City with an insurance certificate showing the insurance limits provided by Consultant's subconsultant. Any services completed by a City-approved subcontractor of Consultant pursuant to this Agreement may not be increased more than ten percent (10%) over the actual cost of the services.
4. Endorsement: Consultant must sign and seal all final plans, specifications, estimates and engineering data furnished by Consultant. Any review or approval by City of any

documents prepared by Consultant, including but not limited to the plans and specifications, will be solely for determining whether such documents are consistent with the City of Olathe Technical Specifications and Design Criteria for Public Improvements and may not be construed as City assuming responsibility for the accuracy, adequacy, fitness, suitability and coordination of Consultant's services and deliverables. No review of such documents will relieve Consultant of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its services and deliverables.

5. Inspection of Documents: Consultant must maintain all Project records for inspection by City at reasonable times and places upon written request during the contract period and for three (3) years from the date of final payment.
6. Standard of Care: Consultant will exercise the same degree of care, skill, and diligence in the performance of the Professional Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. If Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from City, the Professional Services necessary to correct errors and omissions which are caused by Consultant's negligence.

SECTION IV - CITY OF OLATHE'S RESPONSIBILITIES

A. COMMUNICATION

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

B. ACCESS

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

C. DUTIES

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

D. PROGRAM AND BUDGET

City will provide all relevant information reasonably required for Consultant to perform its obligations herein, including but not limited to City's objectives, schedule, constraints,

budget with reasonable contingencies, and other necessary design criteria for the Project.

E. ADMINISTRATIVE SERVICES

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

F. BOND FORMS

City will furnish all bond forms required for the Project.

G. PROJECT REPRESENTATIVE

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

SECTION V - GENERAL PROVISIONS

A. TERMINATION

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

Address for Notice:

City of Olathe
Attn: Therese Vink, PE
100 E. Santa Fe
P.O. Box 768
Olathe, KS 66051-0768

HDR Engineering Inc.
Attn: Scott Heavin, PE, Project Manager
10450 Holmes Road, Suite 600
Kansas City, MO 64131

2. Compensation for Convenience Termination: If City terminates for its convenience as provided herein, City will compensate Consultant for all Professional Services completed and accepted and reimbursable expenses incurred to the date of its receipt of the termination notice and any additional Professional Services and reimbursable expenses requested by City to bring the Project to reasonable termination. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed.
3. Compensation for Cause Termination: If City terminates for cause or default on the part of Consultant, City will compensate Consultant for the reasonable cost of Professional Services and reimbursable expenses completed and accepted to date of its receipt of the termination notice. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed. City also retains all its rights and remedies against Consultant including but not limited to its rights to sue for damages, interest and attorney fees.
4. Incomplete Documents: Neither Consultant nor its subcontractors will be responsible for errors or omissions in documents which are incomplete because of an early termination under this Section, or Consultant having been deprived of the opportunity to complete such documents and prepare them to be ready for construction.
5. Termination for Lack of Funds: If, for whatever reason, adequate funding is not made available to City to support or justify continuation of the level of Professional Services to be provided by Consultant under this Agreement, City may terminate or reduce the amount of Professional Services to be provided by Consultant under this Agreement. In such event, City will notify Consultant in writing at least thirty (30) days in advance of such termination or reduction of Professional Services for lack of funds.

B. DISPUTE RESOLUTION

City and Consultant agree that disputes relative to the Project will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Consultant will proceed with the Professional Services as per this Agreement as if no dispute existed, and City will continue to make payment for Consultant's completed Professional Services; and provided

further that no dispute will be submitted to arbitration without both Parties' express written consent.

C. OWNERSHIP OF CONSULTANT DOCUMENTS

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

D. INSURANCE

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

E. INDEMNITY

1. Loss: For purposes of indemnification requirements, the term "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorney's fees

and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with the performance of this Agreement.

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

F. AFFIRMATIVE ACTION/OTHER LAWS

1. Kansas Act Against Discrimination: During the performance of this Agreement, Consultant agrees that:
 - a. Consultant will observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, gender, disability, national origin, ancestry, or age;
 - b. in all solicitations or advertisements for employees, Consultant will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("commission");

- c. if Consultant fails to comply with the way Consultant reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Consultant will be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by City without penalty;
 - d. if Consultant is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Consultant will be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
 - e. Consultant will include the provisions of subsections a. through d. in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
2. Exceptions to Applicability: The provisions of this Section will not apply to a contract entered into by City with Consultant if (a) Consultant employs fewer than four (4) employees during the term of such contract; or (b) Consultant's contract with City totals Ten Thousand Dollars (\$10,000) or less in aggregate.
3. Kansas Age Discrimination in Employment Act: Consultant further agrees and acknowledges that it will abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this Project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.
4. Kansas Fairness in Public Construction Contract Act: The Parties agree and acknowledge that the services provided under this Agreement are within the scope of the Kansas Fairness in Public Construction Contract Act (K.S.A. 16-1901 et seq.) and that no provision of this Agreement waives, alters, or supersedes any provisions of said Act.

G. ENTIRE AGREEMENT

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

H. APPLICABLE LAW, JURISDICTION, AND VENUE

Interpretation of this Agreement and disputes arising out of or related to this

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

I. NO THIRD-PARTY BENEFICIARIES

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

J. INDEPENDENT CONTRACTOR

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

K. DELIVERABLES

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

L. COVENANT AGAINST CONTINGENT FEES

Consultant represents that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration

contingent upon or resulting from the award or making of this Agreement. For breach or violation of this representation, City may terminate this Agreement without liability or may, in its discretion, deduct from the Total Fee or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

M. COMPLIANCE WITH LAWS

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

N. TITLES, SUBHEADS AND CAPITALIZATION

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

O. SEVERABILITY CLAUSE

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

P. AMBIGUITY CLAUSE AND HIERARCHY OF INTERPRETATION

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

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

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

Q. EXECUTION OF CONTRACT

The parties hereto have caused this Agreement to be executed this ____ day of _____ 201__.

CITY OF OLATHE, KANSAS

By: _____
John Bacon, Mayor

ATTEST:

City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney/Deputy City Attorney/
Assistant City Attorney

HDR Engineering, Inc.

By:  _____

Joseph E. Drimmel, Sr. Vice President
10450 Holmes Road, Suite 600
Kansas City, MO 64131

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OF EXHIBITS**

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EXHIBIT A
Description of Project & Map

EXHIBIT A - DESCRIPTION OF PROJECT AND MAP

Scope of Project:

The Design Services for the project includes data collection, conceptual design alternatives, and 30% preliminary design and plans, and project administration duties for the proposed 119th Street four lane divided roadway and bridge improvements between Woodland Road and Northgate/Nelson Road. The project also includes conceptual and preliminary design intersection improvements at the Woodland Road and Northgate/Nelson Road intersections. The four-lane roadway and bridge section for 119th Street shall follow City of Olathe design criteria and standard engineering details. The proposed bridges on 119th Street will overpass the Gary Haller Trail, the BNSF Railway, Mill Creek, and the Mill Creek tributary. The scope of this project will include concept design and preliminary design tasks including topographic survey, traffic analysis, geotechnical engineering, roadway and bridge design, noise study, public involvement, and environmental services.

The Services requested by the City include:

1. Concept Design and Preliminary Plans for 119th Street (Woodland Road to Northgate) - Will include roadway horizontal and vertical geometry, bridge, traffic analysis, intersection design, surveying and field data collection, to support the proposed improvements. The improvements at the east end of the project will include the preliminary design of the Northgate, Nelson Road, and 119th Street intersections.
2. Conducting a traffic analysis of the project limits, including an analysis of the Olathe and MARC traffic models to assess traffic conditions when 119th Street is connected between Woodland and Northgate. The traffic analysis will include the determination of desired intersection traffic control at the west and east ends of the project.
3. Obtaining Ownership and Encumbrance (O&E) reports for up to 45 tracts that make up the boundary of the proposed improvements.
4. Concept design and preliminary plans for approximately 800-ft long roadway bridges (separate bridges for east and westbound traffic) over the BNSF, G. Haller Trail, and Mill Creek/Mill Creek tributary.
5. Public involvement and communication, noise study, project visualization, pedestrian concept design, and environmental support services.
6. Geotechnical field exploration and drilling/soil sampling and testing: This scope includes services for Terracon to perform geotechnical engineering for the project, which includes the field soil data collection and drilling, laboratory testing, and recommendations to support the bridge design. The geotechnical results will be summarized in a draft and final report. It is assumed that the drilling will be performed in 2 phases, one for locations on City/County property, and one for locations on BNSF property. It is assumed that minor tree removal will be required to access boring locations. Tree removal will be approved by the City and County, and will be performed in a manner to create minimal disturbance to the existing topography. It is also assumed that Terracon may use the existing Gary Haller Trail for access to the boring locations. Any disturbance to the trail, the turf/ground, fencing, or other topographic features by Terracon will be corrected and returned to a condition equal to the condition prior to the field work.
7. The scope includes the cost for fees associated with obtaining right of entry for BNSF property for topographic survey and geotechnical drilling. Assumptions for quantity of drilling locations are provided in Exhibit C.

General Design Requirements:

The consultant shall design the Project in conformity with the City of Olathe, State of Kansas, and federal design criteria appropriate for the Project in accordance with the current versions of the following: Olathe Design and Construction Standards, KDOT Design Manual, Bureau of Design's road memorandums; Manual on Uniform Traffic Control Devices (MUTCD), and the Standard Specifications for KS State Road and Bridge Construction with Special Provisions, and with applicable Project Special Provisions with the rules and regulations of the Federal Highway Administration pertaining thereto. City specific requirement shall govern over other publications if conflicts exist.

The Design plans shall be signed and sealed by the licensed professional engineer responsible for the preparation of the design plans. Geotechnical investigations or studies shall be signed and sealed by the licensed Geologist or Professional Engineer responsible for the preparation of the geotechnical investigations or studies. Rights of way descriptions shall be signed and sealed by the licensed land surveyor responsible for the preparation of the rights of way descriptions.

General Survey Requirements:

Vertical Control:

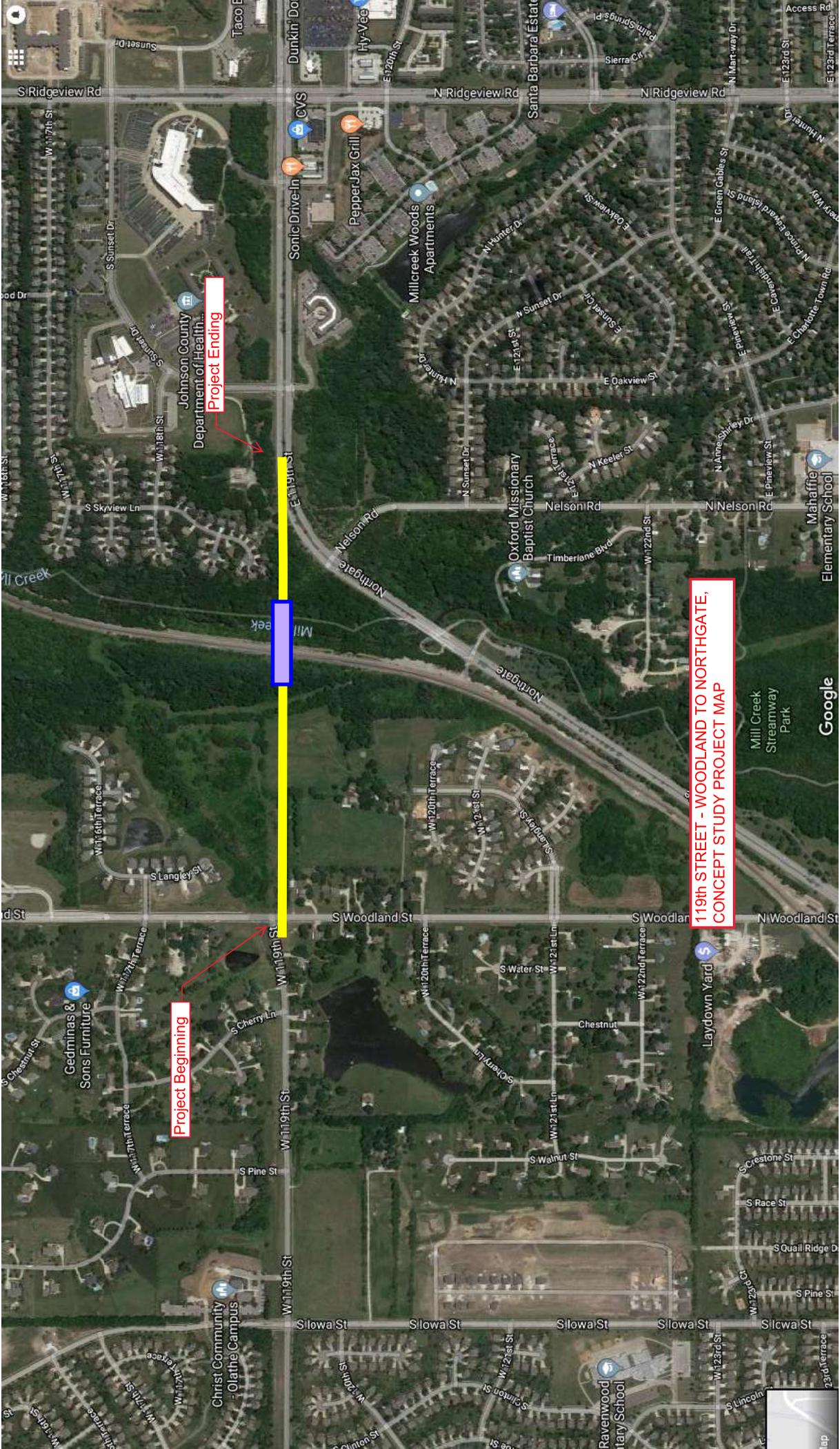
Elevations for plans shall be obtained from a benchmark on the Johnson County Vertical Control Network. Show the datum benchmark and elevation of the datum benchmark on the plans.

Horizontal Control:

Section Corner and quarter section corner locations shall be referenced to the Johnson County Horizontal Control Network. As part of the design survey, Section Corners and Quarter Section Corners within the project area and others used for project control must be located, referenced and state plane coordinates determined with GPS equipment. The coordinates and referenced ties shall be shown on the plans and the standard corner reference report submitted to the Kansas State Historical Society, the County Engineer, and cities project engineer within 30 days of the survey as required by state law.

Johnson County Control Bench Marks:

Johnson County Benchmarks, Johnson County Horizontal Control monuments, and Section Corner and Quarter Section Corners within the area surveyed for the project shall be conspicuously indicated on the plans. Bench marks and section and quarter section corners and property pins within the construction limits shall include a note for the re-establishment of the monuments.



Project Beginning

Project Ending

119th STREET - WOODLAND TO NORTHGATE,
CONCEPT STUDY PROJECT MAP

Google

Map

S Ridgeview Rd

N Ridgeview Rd

N Ridgeview Rd

S Sunset Dr

S Sunset Dr

Sonic Drive-In

PepperJax Grill

Hy-Vee

Dunkin' Donuts

CVS

Millcreek Woods Apartments

Santa Barbara Estates

S Skyview Ln

S Skyview Ln

Nelson Rd

Nelson Rd

N Nelson Rd

Mill Creek

Northgate

Northgate

Mill Creek Streamway Park

S Woodland St

S Woodland St

S Woodland St

N Woodland St

Gedminas & Sons Furniture

S Cherry Ln

W 119th St

W 119th St

W 119th St

S Iowa St

Christ Community - Olaihe Campus

W 119th St

S Pine St

W 119th St

S Iowa St

W 119th St

EXHIBIT B
Scope of Services

EXHIBIT B - Scope of Services, 119th Street (Woodland to Northgate)

Item of Work	Project Manager	Senior Structural Engineer	Senior Traffic/Roadway Engineer	Senior Water Resources Engineer	Project Engineer	Design Engineer (PE)	Design Engineer (EI)	CADD Technician II / Survey Technician II	CADD Technician I / Survey Technician I	Professional Surveyor	Public Involvement/Graphics Specialist	Administration and Accounting	Total
Task 1. Data Collection and Concept Design													
1.01. Project Management and Administration													
A. Attend pre-design meeting. (Assumes 4 people for 1 hour with meeting minutes prepared and distributed.)	4	2	2			2							10
B. Develop Draft design criteria for the project (all technical disciplines) and prepare draft design memorandum.	4	2	2	2	4	10	8						32
C. Develop and maintain an MS Project design schedule. Schedule to include: Key milestones and decisions, surveys and data collection complete, conceptual design and preliminary plans complete, public involvement, utility coordination, field check plans, ROW documentation, public meetings, agency permits submitted, office check plans, PS&E, and project ready to bid. Submit copy to City and provide updates at scheduled progress meetings.	12					12							24
D. Surveying Field data collection:													
1. Control Surveys - Includes survey research, survey coordination, process control surveys, recover and tie section corners, establish project control points, provide reference ties for project control points, recover project benchmarks and establish temporary benchmarks.							8	90	16				114
2. Field surveys.													
a. Field design surveys of existing surface topographic features within the project limits (roughly 100' (average) each side of the section line). Includes shots at pavement tie-in locations, existing storm and sanitary systems, visible irrigation systems, fences, trees, creek flowlines, building corners, etc. to create project mapping. Includes Woodland intersection approaches (600ft each direction), and Northgate intersection approaches (1000-ft along Nelson and Northgate)						4		270	10				284
b. Pre-construction survey of existing visible property corners and include in mapping (assumes up to 25 corners).								100	6				106
c. Create a Certificate of Survey to reflect pre-construction property corners status adjacent to project. HDR to provide property corner location/survey info to contractor prior to construction.							16		8				24
d. Download and process design surveys.							16		4				20
e. Develop DTM surface from surveys.							10		10				20
f. Survey soil boring locations and ground elevations as staked by the geotechnical firm.							3	32	3				38
g. Prepare and submit to governmental agencies a certified land corner record for each section corner recovered and used on this project.							16		8				24
3. Contact utilities and obtain record facility maps.							4		4				8
4. Contact Kansas One-Call and coordinate marking of underground utilities Field locate horizontal locations of all utilities that respond and mark their facilities or are visible.							4	20	8				32
5. Compile project photos of existing conditions (roadway, entrances, neighborhood monuments, grading, vegetation, etc.)								6					6
6. Mill Creek/Mill Creek tributary stream crossing elevation data, including historical high-water elevations where applicable. Assumes up to 4 stream cross sections of Mill Creek and 4 stream cross sections of Mill Creek Tributary.							2	20	2				24
E. Prepare base map at a scale of 1"=20' to include surveyed topographic information, contours at 2' intervals and existing utility information from utility locates, visible features and/or facility maps.							50	4	10				64
F. Ownership and abutting property information:													
1. Ownership information. HDR will contract with an approved title company for ownership information investigations. The costs associated with this work shall be paid by HDR to the title company. The estimated costs associated with ownership information investigations is included in the expenses summarized below.							1		3				4
2. Review ownership and encumbrance reports from the title company and develop list of comments for possible changes (Assumes up to 45 tracts). Once title reports are complete, scan and provide electronic copies to City.							45		45				90
3. Review record drawings on abutting projects / subdivisions from City.							2		4				6
4. Obtain and review new, approved site plans for adjacent developments							2		1				3
5. Show City supplied plat information on plans.							2		2				4
6. Draw existing road right-of-way, property lines and easements based on above information including existing plats and title reports. (assumes up to 45 abutting tracts).							50		16				66
1.02. Johnson County GIS data: Obtain GIS data from Johnson County including property lines, ROW, 3-D contours, topography, and utility CAD files. Use these base files during concept design and duration of project as required.						4	4	8					16
1.03. Environmental Review (Desktop and Field and Agency)													
A. Desktop review and reporting					40		20						60
B. Field data collection (Wetlands, Streams, T&E Habitat)					80		20						100
C. Initial agency review letters (USFWS, SHPO, KDWPT, DWR, etc.)					24		8						32
D. Conceptual design support, in context of environmental assets within the project limits, to the roadway and bridge design staff					16								16
E. Field data collection: Field survey and mark existing trees on existing Johnson County Parks and City of Olathe property (east of BNSF) that make up the current vegetative topography. Trees with a minimum 6" caliper to be marked by environmental staff for survey crew to record.					8		24						32
1.04. Mill Creek/Tributary to Mill Creek data collection for conceptual hydraulic analysis													
A. Data Review - review available aerial photography, topographic mapping, FEMA Flood Insurance Studies, FEMA floodplain mapping, and associated GIS data.				2	8								10
B. Develop field survey data collection plan for hydraulic analysis.				1	2								3

EXHIBIT B - Scope of Services, 119th Street (Woodland to Northgate)

Item of Work	Project Manager	Senior Structural Engineer	Senior Traffic/Roadway Engineer	Senior Water Resources Engineer	Project Engineer	Design Engineer (PE)	Design Engineer (EI)	CADD Technician II / Survey Technician II	CADD Technician I / Survey Technician I	Professional Surveyor	Public Involvement/Graphics Specialist	Administration and Accounting	Total
C. Complete FEMA data request forms for current regulatory floodplain and floodway models for Mill Creek and associated tributaries. City to submit request to FEMA and provide models to HDR.				1	2								3
1.05. Traffic Data Collection and Analysis													
A. Conduct and organize peak-hour intersection turning-movement counts for up to 12 study intersections in the study area; obtain and analyze available 24-hour counts from City of Olathe			1		2		6						9
B. Perform Synchro analysis on the 12 study intersections AM/PM			1		2		12						15
C. Obtain and analyze Streetlight O-D patterns for the area roughly bounded by K-10 on the north, K-7 on the west, I-35 on the east, and Santa Fe Road on the south.			2		2		12						16
D. Run Olathe TDM (traffic demand model) with and without 119th, near- and long-term, AM/PM/Daily.			2		8		16						26
E. Request and review/organize MARC TDM (traffic demand model) runs with and without 119th (Woodland to Northgate) for near term and long term scenarios, AM/PM/Daily events.			2		4		12						18
F. Develop near- and long-term AM, PM, Daily forecasts for the connected 119th, as well as the other major arterials in the study area (College, 127th, Woodland, Ridgeview, Northgate, Lone Elm).			2		6		32						40
G. Perform Synchro analysis on "with 119th extension" AM/PM, near/long-term			1		2		8						11
H. Perform GIS analysis of emergency response times/distances with and without proposed improvements on 119th (Woodland to Northgate)			1		2		8						11
I. Based on traffic forecasts, recommend lane configurations for 119th Street between Northgate and Iowa, including intersection lane geometrics and traffic control at Woodland, Northgate, and Nelson.			4		4		6						14
J. Develop a list of other associated improvements, outside the project limits, that may be needed in the near- or long-terms (Woodland/Northgate, 119th/Lone Elm, etc.).			4		8		10						22
K. Develop a list of City-planned future projects (from TMP) that may be deferred, delayed, or removed as a result of constructing the missing link on the 119th Street corridor (Woodland to Northgate) (e.g., Harold Street/127th Street expansion), with programming-level project estimates.	2		4		4	8	12						30
L. Perform benefit-cost analysis of proposed 119th extension (Woodland to Northgate), accounting for cost savings on other projects as well as delay benefits to area traffic.	2		2		4	8	8						24
M. Perform an economic impact analysis for the project; comparing the current investment of the 119th extension (Woodland to Northgate) with the future costs not constructing the 119th extension (example - costs to upgrading alternative corridors, safety improvements to other BNSF crossings, traffic delay, loss of revenue from developable properties)	12	2	30		40		40						124
N. Provide a traffic/economics memo summarizing the results of Task 1.05.			4		6		12						22
1.06. Concept Roadway Design Development													
A. Concept typical section/modeling template development for mainline 119th Street and all sideroads within project limits and connecting to 119th Street.	2		1			6	8	6					23
B. Horizontal Alignment and edge of pavement concept development for 119th Street, Woodland Road, Northgate, and Nelson. (assume up to 4 concept options for 119th, 2 options for Woodland, and 3 options for Northgate and Nelson)	12	4			6	40	40						102
C. Intersection 2-D layout concepts (Standard/Signalized Options) development of intersection options for both the 1.) Woodland Road/119th Street and the 2.) Northgate/Nelson/119th intersections. (assume up to 3 concepts for each location)	12		4		12	32	32						92
D. Intersection 2-D layout concept (Continuous flow/roundabout options) development for the Northgate/Nelson/119th intersection. (assume up to 2 options for Northgate) Layout exhibits to display peak hour volumes, lane widths, geometry radii, Inscribed Circle Diameter (ICD) dimension, design vehicle autoturn paths, sight distances, and fastest vehicle paths and speeds table.	16		12		20	60	40						148
E. Vertical Alignment design development for 119th Street, Woodland Road, Northgate, and Nelson. (assume up to 2 vertical alignment options for each of the horizontal options developed in 1.06.B.	4	4			8	32	32						80
F. Develop concept roadway model (and templates) and construction grading limits for 119th Street and Northgate options. (Assume no Woodland intersection modeling at this stage)	2				4	40	80						126
G. Concept design of private entrance horizontal and vertical alignments. At this stage, will only evaluate entrances that may be critical to the feasibility of mainline geometry considered in items A, B, and C above.					2	4	4						10
H. Make adjustments to horizontal and vertical geometry based on review comments from City review of concepts.	4				4	12	12						32
I. Develop and update concept layout strip-maps for each option					2	10	10	16					38
J. Quality review (roadway geometry QA/QC)	2		6	2	10	10	8						38
1.07 Concept Bridge Design (dual structures over Mill Creek/Trib, BNSF, and Haller Trail)													
A. Data review - review topographic survey data		2				4							6
B. Concrete girder superstructure layout options (2 span arrangements)		4				16	32						52
C. Steel girder superstructure layout options (2 span arrangements)		4				16	32						52
D. Investigate interior pier options and foundation types						12	24						36
E. Study need for bridge deck drainage & piping to keep deck run off from ROW						12	16						28
F. Coordinate horizontal alignment and profile with roadway staff		2				6							8
G. Coordinate options with H&H staff						4	8						12
H. Constructability review for each option (4 total)		4				8							12
I. Opinion of construction costs for each option (4 total)		6				10							16
J. Conceptual layout for roadway roll plot of each option (4 total)						4	16	32					52
K. Structure type recommendation memorandum	1					4	8						13
L. QC Review of recommendation concept sketches, memorandum and address comments	2	8				4		8					22

EXHIBIT B - Scope of Services, 119th Street (Woodland to Northgate)

Item of Work	Project Manager	Senior Structural Engineer	Senior Traffic/Roadway Engineer	Senior Water Resources Engineer	Project Engineer	Design Engineer (PE)	Design Engineer (EI)	CADD Technician II / Survey Technician II	CADD Technician I / Survey Technician I	Professional Surveyor	Public Involvement/Graphics Specialist	Administration and Accounting	Total
M. Meeting with City to discuss options and recommendation	1	4				4							9
N. Finalize memo after City comments	1					4		8					13
1.08. Visualization and rendering tools/graphics (for concept phase)													
A. Prepare visualization graphics to support the options developed in Task 1.													0
1. Develop birdseye/still perspective view looking northwest (assume views of up to 2 options)(Rendering stills at this stage will be focused in the Northwood Trails impact area)	2	2			5	20			40		60		129
2. Develop birdseye perspective view looking northeast (assume views of up to 2 options)(Rendering stills at this stage will be focused in the Northwood Trails impact area)	2	2			5	20			40		60		129
B. Develop conceptual level vegetative buffer/tree and landscape plan for each roadway option. Includes visualization plan view of existing trees to remain, and proposed new planting measures to maintain vegetative buffer between roadway/bridge improvements and existing residential areas.	8	8	4	6	20	40							86
1.09. Concept Phase BNSF Railway Coordination													
A. Initial project meeting with BNSF and City to discuss design scope, constraints, property boundaries within project limits, schedule, and BNSF requirements	2	4				8							14
B. Prepare bridge layout sketches for meeting with BNSF						4	8	8					20
C. Prepare and negotiate "Right of Entry" agreement for HDR to obtain topographic survey and soil borings on BNSF property.	1	4											5
D. Second meeting with BNSF to discuss bridge design layout options		4				8							12
E. Memorandum and documentation to finalize proposed structure section over BNSF property	2	4				4							10
1.10. Mill Creek/Tributary to Mill Creek - Conceptual hydraulic analysis													
A. Coordinate with BNSF/Bridge Staff regarding concept-level bridge configuration (type/length), feasibility of shortened bridge, ROW acquisition, etc.	1			8	8								17
B. Review available hydrologic data. Assume effective hydrology will be utilized for hydraulic analysis.				2	8								10
C. Develop duplicate-effective hydraulic model to reproduce Flood Insurance Study data using latest version of HEC-RAS.				2	8								10
D. Develop corrected effective hydraulic model to correct model errors.				2	8								10
E. Develop existing conditions hydraulic model to incorporate more detailed topographic data, survey data and represent any modifications that have occurred within the floodplain since the 2009 effective model.				4	20								24
F. Develop proposed conditions hydraulic models. Assume 3 alternative bridge configurations will be evaluated.				8	40								48
G. Coordinate with bridge staff on conceptual-level plan sheets.				6	20								26
H. Prepare preliminary H&H technical memorandum and supporting graphics.				12	32								44
I. Attend internal coordination meetings				4	8								12
1.11. Geotechnical Sub-Consultant contract management													
A. Sub-contract and manage the task for a geotechnical firm for soil borings/drilling exploration and pavement cores to support the design of the bridge, retaining wall, and roadway design analysis and recommendations. (expense for work included under Expenses below). Coordinate the traffic control, BNSF coordination, and site access plan for the geotechnical sub-consultant.	8	8			8	24	8					2	58
B. Provide boring layout for borings outside BNSF property (proposed bridge & walls)		2				4	8	8					22
C. HDR will review and submit to the City a copy of the geotechnical investigation report. This report will include a summary of existing soil/rock conditions and groundwater levels at key locations within the project. (Draft report prepared in Task 1)	2	4				4							10
1.12. Utility Mapping/Data Collection and Coordination													
A. Individual meetings with key utility owners to discuss existing facilities in the project corridors. (assume up to 6 one-on-one/virtual meetings during this phase). Meetings/Calls with effected utility companies to work through conflict areas for conceptual design decisions and determination.	2	2			8	20	12	12					56
B. Utility pothole coordination (potholes provided by City on-call or by individual owners). Coordinate potholing for critical utility locations that are necessary in determining the preliminary project horizontal and vertical geometrics and bridge layout.	1	1				8							10
1.13. Progress meetings with City (Assume bi-weekly for first 2 months, then weekly for last 2 months of duration of Task 1)(assume 4 team members per meeting, and 1.5 hr. per meeting and documentation average)	14	14	12		6	14							60
1.14. Team/Task lead field site visit during data collection/Task 1 phase.	6	4	4	4	4	8	8						38
1.15. Project Administration Task 1 - Project administration, budgeting, coordination, and reporting to City on monthly invoices, work progress report, schedule, and financial status of project. (4 month duration of Task 1)	8					16						10	34
1.16. Project correspondence and communication with City, BNSF, County, utilities, sub-consultants, and other project stakeholders and agencies on project related items via phone, email and mail. Assumes approximately 2 hours per week for 17 weeks of Task 1.	14					20							34
Subtotal	168	111	107	66	554	624	716	345	622	160	120	12	3605
Labor													
Project Manager @ \$260.00/hr.													\$43,680
Senior Structural Engineer @ \$265.00/hr.													\$29,415
Sr. Traffic/Roadway Engineer @ \$280.00/hr.													\$29,960
Sr. Water Resources Engineer @ \$285.00/hr.													\$18,810
Project Engineer @ \$180.00/hr.													\$99,720
Design Engineer (PE) @ \$140.00/hr.													\$87,360
Design Engineer (EI) @ \$110.00/hr.													\$78,760

EXHIBIT B - Scope of Services, 119th Street (Woodland to Northgate)

Item of Work	Project Manager	Senior Structural Engineer	Senior Traffic/Roadway Engineer	Senior Water Resources Engineer	Project Engineer	Design Engineer (PE)	Design Engineer (EI)	CADD Technician II / Survey Technician II	CADD Technician I / Survey Technician I	Professional Surveyor	Public Involvement/Graphics Specialist	Administration and Accounting	Total
CADD Technician II/ Survey Technician II @ \$160.00 /hr.													\$55,200
CADD Technician I/ Survey Technician I @ \$110.00 /hr.													\$68,420
Professional Surveyor @ \$160.00 /hr.													\$25,600
Public Involvement Specialist @ \$130.00 /hr.													\$15,600
Administration and Accounting @ \$112.00 /hr.													\$1,344
Task 1. Estimated Labor Costs:													\$553,869
Expenses													
Survey Equipment/Materials													\$1,300
Traffic Data: Streetlight O-D data (Essentials package, 50 zones minimum)													\$10,000
Travel / Miscellaneous													\$1,900
BNSF - Temporary Occupancy Processing Fee (Right of Entry for Surveying)													\$800
BNSF - Temporary Occupancy Processing Fee (Right of Entry for Geotech site work)													\$800
BNSF - Flagging Expense for on-site surveying (@ \$1600/day)													\$3,200
BNSF - Flagging Expense for on-site geotechnical site drilling (@ \$1600/day)													\$4,800
BNSF - Plan review expense allowance (assume 2 @ \$3,000/review)													\$6,000
FEMA data request for Mill Creek model													\$500
Intersection Traffic Counts (Miovision)													\$3,360
Ownership and Encumbrance (O&E) Reports (assume 45, with update in 2022)													\$22,500
Task 1. Estimated Expenses:													\$55,160
Task 1. Total Fee													\$609,029
Task 2. Preliminary (30%) Design Phase													
2.01. Preliminary/30% Roadway Design													
A. Roadway Geometric Design													
1. Refine the selected typical sections, horizontal, and vertical alignments of the preferred selected option from Task 1. Includes 119th Street, Woodland Road, Northgate, and Nelson.	2		2			8	8	4					24
2. Refine the 30% design pavement edge layout including medians and intersections, for the preferred option roadway geometry and intersections.	4		2			16	16	4					42
3. Create horizontal and vertical alignment for Gary Haller trail, for impacts to trail that will require trail relocation. Trail realignment coordinated with proposed bridge layout.	1					8	8						17
4. Create horizontal and vertical alignments for existing and identified future driveways and entrances along the project. Assumes up to 12 driveways / entrances.					2	6	8						16
5. Project stormwater and roadway drainage evaluation - Evaluate and create 30% drainage design strategy with combined open (west) and enclosed (east) systems. Develop concept level drainage plan that will be further designed at a later project stage)	1	1		2	8	8							20
2.02. Prepare Preliminary Roadway 30% Plans													
A. Cover Sheet						2	2	6					10
B. General Notes and General Layout Sheets						2	4	6					12
C. Survey reference sheet						2		6		2			10
D. Roadway typical sections (119th Street, Nelson, Northgate, and Woodland)					1	8	10	12					31
E. Roadway Plan sheets - Scale = 1-inch = 20-ft and shall include north arrow, sheet name, stationing, dimensioning, mainline/side street/entrance baseline and geometric information, existing / proposed easements, tract numbers, ownership information, approximate construction limits, misc. 30% level construction notes. (assume 9 sheets on 119th Street, 3 sheets on Woodland Road, and 3 sheets on Northgate/Nelson)	8				8	40	80	80					216
F. Roadway Profile sheets - scale H: 1-inch = 20-ft; V: 1-inch = 5-ft and shall include 30% design content including sheet name, existing ground line, proposed grade lines, profile, curve information, stationing, and elevation call-offs.	8				8	20	40	40					116
G. Prepare entrance profile sheets. Assumes a total of 12 entrances.					1	2	2	4					9
H. Project cross sections every 25 feet at 1"=10' H and 1"=5' V.													
1. Refine roadway templates to represent the proposed roadway cross section(s) and pavement section(s) throughout the project	2				2	8	8						20
2. Refine proposed roadway model (does not include any customization or adjustments for side streets, driveways or special ditches at this stage). Includes modeling at a 30% level for intersections and bridge	1				2	24	40						67
3. Develop preliminary cross sections	4				2	8	12	30					56
I. Quality review (roadway geometry QA/QC)	16		4		12	8	12	10					62
2.03. Preliminary/30% Bridge Design and Plans													
A. Complete 30% superstructure design for selected structures layout						6	12						18
B. Update design criteria for selected structures type		2				2	4						8
C. Coordinate with roadway staff on horizontal and vertical alignment of 119th Street						4	4						8
D. Finalize hydraulic opening for Mill Creek and Mill Creek tributary with H&H staff						4	4						8
E. Develop preliminary foundation loads for Geotech subconsultant						8	16						24
F. Develop contour map (1 sheet per bridge) (2 sheets total)						6	12	24					42
G. Construction layout sheets (2 sheets per bridge) (4 sheets total)		2				12	24	40					78
H. Bridge typical sections, including abutment and interior pier elevation view. (2 sheets per bridge) (4 sheets total)		2				12	24	40					78
I. Prepare Field Check Opinion of Construction Cost (not itemized at this phase)		2				4	8						14
J. QC Review and address (bridge design only) comments	2	12				2	4	8					28
2.04. Preliminary design phase BNSF Railway coordination													
A. Meeting with BNSF to discuss continued evolution of preliminary design bridge layout	2	6				6							14
B. Modify status preliminary field check plans for BNSF requirements (include railway opening diagram and clearances)						4	8	8					20

EXHIBIT B - Scope of Services, 119th Street (Woodland to Northgate)

Item of Work	Project Manager	Senior Structural Engineer	Senior Traffic/Roadway Engineer	Senior Water Resources Engineer	Project Engineer	Design Engineer (PE)	Design Engineer (EI)	CADD Technician II / Survey Technician II	CADD Technician I / Survey Technician I	Professional Surveyor	Public Involvement/Graphics Specialist	Administration and Accounting	Total
C. Provide existing dual track top of rail elevation sheets (1000' each way) (4 sheets total)						2		6					8
D. Senior engineer quality review of BNSF comments and manner of addressing comments		4				2		4					10
E. Coordinate permit requirements and status of ROE approvals during Task 2.		4				2							6
F. Initiate preparation of BNSF permanent crossing agreement for proposed 119th Street bridge		4				8							12
2.05. Geotechnical Sub-Consultant contract management													
A. Provide boring layout for site work on BNSF property for bridge interior piers. Coordinate site access plan for the geotechnical sub-consultant.		4				4	4						12
B. Finalize requirements of the geotech report. (Final report submitted in Task 2.)	1	4				4							9
2.06. Mill Creek/Tributary to Mill Creek - Preliminary hydraulic design													
A. Refine proposed condition hydraulic model for selected alternative to achieve no-rise condition.				4	20								24
B. Perform preliminary scour calculations for selected alternative and provide recommendations for scour countermeasures along Mill Creek and Tributary to Mill Creek.				4	20								24
C. Coordinate with bridge staff on preliminary plan sheets.				4	16								20
D. Refine preliminary H&H technical memorandum and supporting graphics.				6	16								22
E. Attend internal coordination meetings				4	4								8
F. Preliminary Plan review meeting				4	4								8
G. Address preliminary plan review comments and additions	1			8	20								29
2.07. Utility coordination to support concept/preliminary design													
A. Utility coordination meetings (up to 4 total during concept/preliminary design phase) Anticipated to include City of Olathe, JCW, and Evergy	4	4		8		12	12						40
B. Obtain existing information GIS, as-builts, and 2-D survey information and incorporate into base files and existing ground model.						8	8	8					24
C. Incorporate existing utilities (surveyed and potholed, if required and by others) into existing ground model						4	4						8
2.08. 30% Opinion of Probable Construction Cost													
A. Develop preliminary quantities (does not include itemized tables at this stage)	2				8	12	24						46
B. Develop preliminary opinion of probable project costs itemized by unit of work, including right-of-way and contingency. City and HDR to coordinate on unit costs for right-of-way and easement acquisition.	2	2			6	6	2						18
2.09. Public Information/Stakeholder meetings													
A. Technical staff attend and provide draft exhibits for up to two (2) public meetings	4	1	1		4	16		20					46
B. Develop Public Involvement Plan										8			8
C. Assist Olathe with development and maintain GIS property owner and stakeholder databases										10			10
D. Provide initial and update to public friendly project information on the City's website: project description, location map, alignment exhibits, schedule, FAQs										40			40
E. Provide outreach for two (2) meetings: direct mail, social posts, press releases										40			40
F. Develop one (1) on-demand, ArcGIS format online meeting										60			60
G. Coordinate logistics for one (1) in person public meeting										8			8
H. Develop printed and presentation materials for one (1) in person meeting										40			40
I. Attend and facilitate one (1) in person public meeting										12			12
J. Provide comment/response and meeting summaries for both meetings	2				12					20			34
K. Attend stakeholder meetings up to three (3)	4		4		12			6					26
L. Provide exhibit materials for stakeholder meetings										20			20
2.10. Noise Analysis													
A. Definition of relevant NAC /kickoff meeting and & coordination with City of Olathe	1				12	1							14
B. Perform noise monitoring (validation @ 3 locations)					50	2							52
C. Project noise modeling					80								80
D. Determination of traffic noise impacts					6								6
E. Noise mitigation modeling					8								8
F. Develop recommendations for noise abatement measures					6								6
G. Qualitative discussion of construction related noise					2								2
H. Prepare noise technical report	1				24	16							41
I. Quality assurance/quality control of noise analysis task	2				2								4
2.11. Visualization and rendering tools/graphics (for preliminary design)													
A. Prepare visualization graphics to support preferred option developed in Task 1.													
1. Update and refine concept birdseye still rendering perspective views of preferred option from Task 1	1	1			2	8			8		10		30
2. Create additional views/still perspective views to support the project including view from below bridge, west of BNSF, and looking northeast (assume views of up to 3 options)	1	1			2	24			40		50		118
B. Update and refine the concept phase vegetative buffer/tree and landscape plan for the preferred roadway option. Includes visualization plan view of existing trees to remain, and proposed new planting measures to maintain vegetative buffer between roadway/bridge improvements and existing residential areas.	1	1		6	8	20							36
2.12. Johnson County Parks and Recreation Coordination													
A. Kick-off Meeting with Parks staff	4	2		2		4							12
B. Submit concept plans and discuss impacts to land/trail/streetway and requirements						8	8	8					24
C. Meet to review comments for concept submittal	4	2	6			4							18
2.13. Progress meetings with City (Assume bi-weekly for 4 months of duration of Task 2)(assume 4 team members per meeting, and 2 hr. per meeting and documentation average)(assume 9 meetings over 18 week time period)	18	14	10		6	24							72

EXHIBIT B - Scope of Services, 119th Street (Woodland to Northgate)

Item of Work	Project Manager	Senior Structural Engineer	Senior Traffic/Roadway Engineer	Senior Water Resources Engineer	Project Engineer	Design Engineer (PE)	Design Engineer (EI)	CADD Technician II / Survey Technician II	CADD Technician I / Survey Technician I	Professional Surveyor	Public Involvement/Graphics Specialist	Administration and Accounting	Total
2.14. Project Administration Task 1 - Project administration, budgeting, coordination, and reporting to City on monthly invoices, work progress report, schedule, and financial status of project. (4 month duration of Task 2)	12					14						6	32
2.15. Project correspondence with City, utilities, sub-consultants, and other project stakeholders and agencies on project related items via phone, email and mail. Assumes approximately 3 hours per week for 18 weeks of Task 2.	24		6			24							54
2.16. Cost-share agreement services. Includes design consultant assistance in City's development of agency cost-share agreements.	100					120		30				20	270
Subtotal	240	75	35	54	396	589	432	404	48	2	318	26	2619
Labor													
Project Manager @ \$260.00/hr.													\$62,400
Senior Structural Engineer @ \$265.00/hr.													\$19,875
Sr. Traffic/Roadway Engineer @ \$280.00/hr.													\$9,800
Sr. Water Resources Engineer @ \$285.00/hr.													\$15,390
Project Engineer @ \$180.00/hr.													\$71,280
Design Engineer (PE) @ \$140.00/hr.													\$82,460
Design Engineer (EI) @ \$110.00/hr.													\$47,520
CADD Technician II/ Survey Technician II @ \$160.00 /hr.													\$64,640
CADD Technician I/ Survey Technician I @ \$110.00 /hr.													\$5,280
Professional Surveyor @ \$160.00 /hr.													\$320
Public Involvement Specialist @ \$130.00 /hr.													\$41,340
Administration and Accounting @ \$112.00 /hr.													\$2,912
Task 2. Estimated Labor Costs:													\$423,217
Expenses													
PI Expenses (project exhibits for 1 in-person public meeting)													\$1,600
Printing and Reproduction													\$2,100
Travel / Miscellaneous													\$5,350
Geotechnical Investigation & Analysis (Terracon)(Scope attached)													\$74,500
Task 2. Estimated Expenses:													\$83,550
Task 2. Total Fee													\$506,767
Total Estimated Fee - Task 1 + Task 2													\$1,115,796



PRELIMINARY FEE ESTIMATE
GEOTECHNICAL EXPLORATION
119th Street Between Woodland Road and Northgate
Olathe, KS

1/13/2021

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	TOTAL COST
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FIELD SERVICES

Geotechnical Drill Rig and Crew Mobilization/Demobilization	2	lump sum	\$800.00	\$ 1,600.00
Traffic Control (allowance)	5	days	\$1,650.00	\$ 8,250.00
Tree Clearing (allowance)	4	days	\$2,250.00	\$ 9,000.00
Fence Removal/Replacement - Labor and Materials (allowance)	1	days	\$1,350.00	\$ 1,350.00
Railroad Protective Liability Insurance (allowance)	1	lump sum	\$5,000.00	\$ 5,000.00
Roadway/Earthwork Borings with sampling (20 feet or auger refusal)	10	each	\$750.00	\$ 7,500.00
Bridge Borings with sampling (Auger refusal and 20 feet of rock core)	6	each	\$1,800.00	\$ 10,800.00
Pavement Core Truck and Crew Mobilization/Demobilization	1	lump sum	\$400.00	\$ 400.00
Pavement Core and subgrade sampling (max depth 2 feet)	8	each	\$350.00	\$ 2,800.00
Project Management/ Coordination/ City Permits/ Utility Locates	24	per location	\$200.00	\$ 4,800.00
		Total		\$ 51,500.00

ESTIMATED FIELD SERVICES

\$ 51,500.00

LABORATORY SERVICES

Preparation of Computer Generated Boring Logs	24	per boring	\$90.00	\$ 2,160.00
Moisture Content	64	each	\$10.00	\$ 640.00
Dry Unit Weight	16	each	\$15.00	\$ 240.00
Unconfined Compression Test (soil)	16	each	\$55.00	\$ 880.00
Unconfined Compression Test (rock)	12	each	\$150.00	\$ 1,800.00
Atterberg Limits (LL, PL)	12	each	\$130.00	\$ 1,560.00
Grain Size Analysis (sieve and hydrometer)	6	each	\$170.00	\$ 1,020.00
		Total		\$ 8,300.00

ESTIMATED LABORATORY SERVICES

\$ 8,300.00

ENGINEERING SERVICES

Senior Geotechnical Engineer	20	hour	\$190.00	\$ 3,800.00
Geotechnical Project Engineer	60	hour	\$145.00	\$ 8,700.00
Geotechnical Staff Engineer	20	hour	\$110.00	\$ 2,200.00
		Total		\$ 14,700.00

ESTIMATED ENGINEERING SERVICES

\$ 14,700.00

TOTAL ESTIMATED SERVICES				\$ 74,500.00
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EXHIBIT B - SCOPE OF SERVICES (Schedule and Contract Assumptions)

Completion time: HDR hereby agrees to complete the concept study (Task 1) and 30% preliminary design plans (Task 2) by **October 1, 2021**, and to begin, as part of a supplement to this contract, Field Check design during the Fall of 2021.

Contract Assumptions:

1	Design and construction documents to use English units.
2	City of Olathe will administer this project and it is anticipated the project will not include federal funding or the NEPA process administered through KDOT or the City of Olathe.
3	Olathe standards for pavement design will be used during the concept and preliminary design phase.
4	Traffic data, current and projected to design year, and breakdown of traffic numbers by vehicle type percentages to be provided by Olathe. HDR will obtain traffic counts using Miovision technology at the intersections of Woodland and 119th and Northgate and Nelson Road. The traffic data obtained will be used by HDR to verify previous Olathe traffic counts and information.
5	No right of way design or documents to be developed in Tasks 1 or 2 of this contract. This contract includes the purchase of title reports/ownership information (and 1 update for each) on a total of 45 land tracts within the project limits.
6	Assumes that no septic sewers are in project area at this time. If existing systems are determined during Task 1 and 2, additional services for impacts will be determined and assessed for future Tasks.
7	HDR will use the latest Olathe City standard drawings and design criteria for the project.
8	Scope includes services to complete the project to a concept and 30% preliminary design status. Assumes that Field Check, Right of Way, Office Check, PS&E, and construction phase design services are not included in this contract but may be contracted at a later date. 30% plans will include title sheet, typical section, roadway plan/profile sheets, side street plan/profile sheets, preliminary bridge plans, and cross sections.
9	The City will provide known or documented utility easements.
10	Does not include an environmental impact statement, historical or other environmental analysis not specifically listed in the basic services.
11	Does not include any effort for mitigation of wetlands or other aquatic habitat at this stage.
12	No RCB or special drainage structure design included at this stage.
13	Assumes no retaining wall layout, design or plans are required at this stage.
14	Does not include any sanitary sewer relocation or water main design, plans, details, or inspection. Assumes only coordination of major utility facilities at this stage, and consideration of utilities that could influence roadway geometry decisions during concept design.
15	Does not include potholing services for existing utilities. Assumes that either the City of Olathe (through on-call potholing contract) or each utility owner will pothole their own facilities for facilitating the utility coordination process.
16	Mill Creek and Mill Creek tributary hydrology will be based on FEMA Flood Insurance Study and watershed study results. Future development condition flows will be used as the basis of design.
17	Includes the cost to obtain the regulatory-based electronic HEC-RAS model files from FEMA for Mill Creek and Mill Creek tributary floodplains and floodway.
18	GIS shape files of the current FEMA floodplain and floodway mapping will be purchased and obtained by FEMA.
19	Does not include services to obtain a Conditional Letter of Map Revision (CLOMR). Increases in flood elevations are not anticipated.
20	It is assumed that the stream impacts will be limited in nature and that the project will be classified and approved by the Corps of Engineer's as falling within the requirements of a Nationwide Permit. (NWP) Stream and wetlands in the project limits will be mapped in the field during Task 1.
21	Assessment of potential stormwater BMP's to support the project will be addressed during Task 2, however detailed stormwater BMP design is not included at this phase.
22	HDR services include effort to obtain the ROE (Right of entry) for the BNSF and Johnson County properties. City will provide any other necessary individual property owner notices for surveys, geotechnical investigation, etc.
23	Design of traffic signals, street lighting, and communication fiber will be contracted at a later phase.
24	City will provide development plans that are within the project limits.
25	Assumes the required permits with the Corps of Engineers (COE) will be prepared and obtained at a later phase.
26	Does not include the cost/fees for BNSF review of design plans. Costs for plan reviews by BNSF will contracted directly between the City of Olathe and BNSF.

EXHIBIT C
Fee & Rate Schedule

EXHIBIT C



City of Olathe | Section 05 | Standard Hourly Rates Sheet

Role	Loaded Hourly Rate *
Principal / Senior Technical Advisor	\$285.00 - \$350.00
Sr. Project Manager / QA/QC Manager	\$225.00 - \$325.00
Senior Engineer / Project Manager	\$200.00 - \$300.00
Engineer (PE)	\$150.00 - \$200.00
Engineer (EI)	\$110.00 - \$135.00
Environmental Scientist	\$150.00 - \$200.00
Construction Inspector	\$110.00 - \$175.00
Registered Land Surveyor	\$60.00 - \$160.00
CADD Technician I	\$95.00 - \$120.00
CADD Technician II	\$125.00 - \$165.00
Survey Technician	\$85.00 - \$140.00
Public Information Support	\$80.00 - \$125.00
Clerical / Administrative	\$90.00 - \$140.00
Senior Planner	\$190.00 - \$275.00
Landscape Architect	\$110.00 - \$150.00
Reimbursables	Loaded Hourly Rate
Printing & Reproduction	Cost
Travel	Current IRS Rate
Phone	Cost
Mapping	Cost
Subconsultants	Cost

*Hourly rate ranges include allowable overhead, profit and office equipment charges including computer usage.

*Hourly rates subject to annual adjustment at first of each calendar year subject to City approval.

*Hourly rates for staff categories not shown may be used subject to City approval.

EQUIPMENT

No additional equipment is anticipated for this project.

hdrinc.com

EXHIBIT D

LAND ACQUISITION CHECKLIST FOR CONSULTANT PROJECTS

Complete submittal of these documents is required 7 months prior to bid opening.

- ___ Determine what types of easements are required for each tract:
 - i.e. Street Dedication; Permanent Street Easement; Temporary Construction Easement; Permanent Utility Easement; Permanent Drainage Easement; Permanent Sanitary Sewer Easement; Permanent Waterline Easement; Permanent Sidewalk & Utility Easement; Permanent Wall Easement; Permanent Bike Trail, Utility & Recreational Easement.

- ___ REQUIRED INFORMATION:
 - a) City Project No. and Project Name
 - 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) Situs Address
 - f) Mailing Address
 - g) Legal description of the new taking, including total square footage
 - h) Tract map
 - i) Ownership & Encumbrance (O&E) title report, not more than 9 months since certification, showing current ownership, liens, mortgages, existing easements, leases (if recorded) and any other encumbrances upon the property. This requirement also includes tracts where only a temporary construction easement is needed.
 - j) Copy of last deed(s) of record. If an undivided interest is conveyed in the deed, provide copies of 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, provide copies of both deeds.
 - k) 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 available upon request):

- a) Map of entire property (May not be possible on large parcels and still showing legible taking) showing location of the proposed easement(s) and existing easements. Any trees to be removed, fences to be moved, monument signs, and irrigation systems should be noted on the plans. Outlines of buildings are to be shown on the plans so that it is evident 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 should be placed on separate exhibits with permanent easements on one exhibit and temporary easements on a separate exhibit. EASEMENT SHALL BE CLEARLY VISIBLE ON DRAWING. Johnson County Register of Deeds scans the recorded easement in black and white, so be aware of this when drawing the easement on the tract map. Make sure easement area can easily be seen in black and white.
- b) Property owner's names, mailing address, situs address (if different from mailing address), Johnson County Parcel ID number, and tract number.
- c) Map of tract should 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 shall 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 plans for the project. The consultant shall make corrections, at no cost to the City, to fix errors determined by the City or the Johnson County Register of Deeds 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) shall be marked Exhibit "A" as referenced in the easement documents.**

_____ Appropriate easement document in Word (sometimes referred to as "front end" document). PDF's are available on the City's website (<http://www.olatheks.org/government/public-works/dedications-easements>). Word copies can be obtained by contacting the Olathe Public Works Department Project Manager.

- ____ Submit Documents to Public Works staff in electronic format:
- Word copy of legal description
 - PDF of signed and sealed legal description
 - Tract map signed and sealed
 - Word copy of easement (“front end”) document
 - O&E title report
 - Last deed of record

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)

6/1/2021

1/25/2021

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C. No. Ext): E-MAIL ADDRESS:	FAX (A/C. No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED HDR ENGINEERING, INC. 1429583 1917 SOUTH 67TH STREET OMAHA NE 68106	INSURER A: Lexington Insurance Company		19437
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

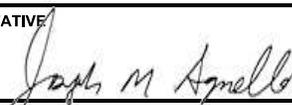
COVERAGES * CERTIFICATE NUMBER: 17324970 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	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"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		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	ARCH & ENG PROFESSIONAL LIABILITY	N	N	061853691	6/1/2020	6/1/2021	PER CLAIM: \$1,000,000 AGGREGATE: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 CONSTRUCTION PROJECT FOR 119TH STREET, WOODLAND TO NORTHGATE DESIGN SERVICES PROJECT NO. 3-C-024-21

CERTIFICATE HOLDER**CANCELLATION**

17324970 CITY OF OLATHE, KANSAS ATTENTION: THERESE VINK, PE OLATHE PUBLIC WORKS DEPARTMENT 1385 ROBINSON STREET 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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ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.	NAMED INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106
POLICY NUMBER See Page 1	NAIC CODE See Page 1
CARRIER See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Re: Construction Project for 119th Street, Woodland to Northgate Design Services Project No. 3-C-024-21.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):

All locations owned by or rented to the Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E.** The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

All construction projects not located at premises owned, leased or rented by a Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
- 1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization with whom you have agreed, through written contract, agreement or permit to provide additional insured coverage.	Any location where you have agreed, through written contract, agreement or permit, to provide additional insured coverage
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
<p>Any person or organization to whom or to which you are required to provide additional insured status in a written contract, agreement or permit except where such contract or agreement is prohibited.</p>	<p>Any location where you have agreed, through written, contract, agreement or permit, to provide additional insured coverage for completed operations.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Policy Number TB2-641-444950-030
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Section IV – Conditions 4. Other Insurance and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed prior to a loss, that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- (3) This insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

<p>Name Of Person(s) Or Organization(s): As required by written contract</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy Number: AS2-641-444950-040
Issued by: Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

Any person or organization where the Named Insured has agreed by written contract to include such person or organization

Regarding Designated Contract or Project:

Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: As required by written contract or agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom you perform work under a written contract of the contract requires you to obtain this agreement from us but only if the contract is executed prior to the injury or damage occurring.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a c ontract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss.

Issued by:Liberty Insurance Corporation

For attachment to Policy No WA7-64D-444950-010
\$

Effective Date 06/01/2020

Premium

Issued to:HDR Engineering, Inc.

Policy Number TB2-641-444950-030
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or written agreement	As required by written contract or written agreement	30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy Number AS2-641-444950-040
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or written agreement		30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below by email as soon as practical after notifying the first Named Insured.
- B. This advance email notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Name of Other Person(s) / Organization(s):	Schedule
As required by written contract or agreement	30 Days

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation

For attachment to Policy No. WA7-64D-444950-010 Effective Date

06/01/2020 Premium \$

Issued to HDR Engineering, Inc.

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: 7231608

Entity Name: HDR ENGINEERING, INC.

Entity Type: FOREIGN FOR PROFIT

State of Organization: NE

was filed in this office on June 24, 1985, 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 August 27, 2020

A handwritten signature in cursive script that reads "Scott Schwab".

**SCOTT SCHWAB
SECRETARY OF STATE**

Certificate ID: 1146470 - To verify the validity of this certificate please visit <https://www.kansas.gov/bess/flow/validate> and enter the certificate ID number.