

**Supplemental Agreement No. 1
For
Professional Engineering/Architectural Services
Final Design Services for Youth Soccer Park
(PR-1085)**

City of Overland Park, Kansas

This Supplemental Agreement made this ____ day of _____, 2007, by and between the City of Overland Park, Kansas, hereinafter called the "CITY", and DLR Group, Inc. (a Kansas Corporation), hereinafter called the "CONSULTING ENGINEER/ARCHITECT".

WHEREAS, the CITY and the CONSULTING ENGINEER/ARCHITECT have previously entered into an Agreement, dated January 19, 2007, to perform Preliminary Design services for a youth soccer park.

WHEREAS, Section II of said Agreement provides that the fee to be paid to CONSULTING ENGINEER/ARCHITECT may be adjusted by a Supplemental Agreement; and

WHEREAS, this Supplemental Agreement between the parties heretofore is to provide Final Design, Bidding, and Construction Services in accordance with Exhibit A of the original Agreement and Exhibit A of this Supplemental Agreement; and

WHEREAS, the CITY is desirous of entering into a Supplemental Agreement to pay the CONSULTING ENGINEER/ARCHITECT for additional services rendered to the CITY; and

WHEREAS, the CITY is authorized and empowered to contract with the CONSULTING ENGINEER/ARCHITECT for the necessary additional engineering services for the project, and necessary funds for the payment of said services are available.

NOW THEREFORE, the parties hereby agree as follows:

PART A - BASIC CONSULTING ENGINEERING/ARCHITECT SERVICES

The CONSULTING ENGINEER/ARCHITECT will complete design services in accordance with Exhibit A of this Supplemental Agreement for Final Design, Bidding, and Construction Services.

PART B - SCHEDULE

The CONSULTING ENGINEER/ARCHITECT will complete the services as follows:

All work shown in Exhibit A of this Supplemental Agreement shall be completed on or before November 1, 2009.

PART C - PAYMENT TO THE CONSULTING ENGINEER/ARCHITECT FOR SERVICES RENDERED

The services listed in Exhibit A of this Supplemental Agreement No. 1 will be provided at an amount not to exceed *One Million Seven Hundred Twenty Five Thousand Dollars (\$1,725,000)*

This Supplemental Agreement raises the maximum fee to *One Million Seven Hundred Seventy Four Thousand Three Hundred Dollars (\$1,774,300)* for the project. This is the total of the original fee of Forty Nine Thousand Three Hundred Dollars (\$49,300) plus *One Million Seven Hundred Twenty Five Thousand Dollars (\$1,725,000)* for Supplemental Agreement No. 1.

Payment to Consulting Engineer/Architect shall not exceed the following percentages in each phase of the Project without prior written consent of City:

<u>Phase of Work</u>	<u>Fee Percentage</u>
· Design Development	25%
· Construction Documents	38%
· Bidding and Negotiation	5%
· Construction Phase	27%
· Project Closeout	4.5%
· 10 month Warrantee review	<u>0.5%</u>
TOTAL	100%

Fee percentages identified will be billed relative to the percentage complete of each construction document bid package.

Additional Services: Consulting Engineer/Architect shall provide, with City's concurrence, services in addition to those listed in Part D when such services are requested or authorized in writing by City. Prior to commencing any additional services, Consulting Engineer/Architect 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 B. Such 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 Part D, preparing changes in plans ordered by City or made necessary by causes beyond the control of Consulting Engineer/Architect, providing services necessitated in the event the Engineering/Architectural Services shall be suspended or abandoned, if such suspension or abandonment is not the result of a breach of this Agreement by the Consulting Engineer/Architect, and providing any other special services not otherwise covered by this Agreement which may be requested by City. Payment to Consulting Engineer/Architect, as compensation for these services, shall be in accordance with the hourly rate schedule attached as Exhibit B. Reimbursable expenses incurred in conjunction with additional services shall be paid separately and those reimbursable expenses shall be paid at actual cost. Records of reimbursable expenses and expenses pertaining to additional services shall be made available to City, if so requested.

PART D – RESPONSIBILITIES OF THE CONSULTING ENGINEER/ARCHITECT

A. FINAL DESIGN PHASE

1. Services: The services to be provided during this phase are set out in Exhibit A attached hereto and incorporated by reference.
2. Final Design Documents: Consulting Engineer/Architect shall furnish City six (6) copies, unless otherwise noted in Exhibit A, of the above final design plans and shall also prepare the necessary plans and applications for permits for submission to and approval of local, county, state and federal authorities having proper jurisdiction as may be required for initiation, prosecution and construction of the Project.
3. Contract Documents: Consulting Engineer/Architect shall prepare for City, 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, unless such documents are provided by City.
4. Final Cost Estimate: Consulting Engineer/Architect shall furnish City an estimate of probable Construction Cost based on final design. This estimate is commonly known as the "Engineer/Architect's Estimate" and will be used as the basis for construction contract award.
5. Budget: Consulting Engineer/Architect shall 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.

B. BIDDING PHASE

1. Services: The services to be provided during this phase are set out in Exhibit A attached hereto and incorporated by reference.
2. Bids Exceeding Cost Estimate: If all bids exceed Consulting Engineer/Architect's Final Cost Estimate, Consulting Engineer/Architect, at the request of City and for no additional cost, will prepare a report for City identifying why all the bids exceed the estimate. The City has four (4) options if all bids exceed Consulting Engineer/Architect's estimate. The City may: (1) give written approval of an increase in the project cost up to a maximum of 7% of 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. In the case of (4), Consulting Engineer/Architect, without additional charge to City, shall consult with City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the Consulting Engineer/Architect's estimate.

C. CONSTRUCTION PHASE

1. In-house Administration and Inspection: It is understood that City will provide in-house administration and inspection of the construction Agreement; however, Consulting Engineer/Architect shall consult with and advise City, when requested.
2. Services: The services provided during this phase are set out in Exhibit A attached hereto and incorporated herein.
3. Additional Drawings: If during construction, situations arise which require additional drawings or details, Consulting Engineer/Architect agrees to provide such additional drawings or details at no cost to City when the additional drawings or details are required to correct Consulting Engineer/Architect's errors or omissions or clarify Consulting Engineer/Architect's intent in the original design and preparation of construction drawings. If such situations occur through no fault of Consulting Engineer/Architect, or are beyond his/her control, both parties agree to negotiate an equitable payment to Consulting Engineer/Architect for his/her services rendered, which shall be accomplished through a Change Order.
4. Staking: Unless otherwise provided, staking shall be included in the bid specifications to be performed by the construction contractor.
5. Notice of Defects: If, based on Consulting Engineer/Architect's involvement during the construction phase, Consulting Engineer/Architect observes or otherwise becomes aware of any defect in the work, he shall give prompt written notice to City of such defects and their approximate location on the Project. However, Consulting Engineer/Architect shall not have control over or charge of and shall 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 Contractor's responsibility under the contract for construction. Consulting Engineer/Architect shall not be responsible for the Contractor's schedules or failure to carry out the work in accordance with the Contract Documents. Consulting Engineer/Architect shall not have control over or charge of acts or omissions of the Contractor, Contractor's subcontractors, or their agents or employees.
6. Shop Drawings: Consulting Engineer/Architect shall review and take appropriate action on Contractor's shop drawings and samples, and the results of tests and inspections and other data which each contractor is required to submit for the purposes of checking for compliance with the design concept and conformance with the requirements of the Contract Documents. Such review shall not extend to means, methods, sequences, techniques or procedures of construction, or to safety precautions and programs incident thereto, unless an obvious deficiency exists wherein Consulting Engineer/Architect will advise City of such defect or deficiency so the same can be prevented.
7. As Constructed Plans: The Consulting Engineer/Architect shall prepare final plan drawings which reflect change orders, minor design changes and which include changes made in the field

and which are marked on the construction plan set. Because some of the data contained on the "As Constructed Plans" may be based on unverified information provided by others, the Consulting Engineer/Architect does not warrant the accuracy of information provided by others.

D. GENERAL DUTIES AND RESPONSIBILITIES

1. Responsibilities under the General Conditions of the Contract for Construction: In addition to the responsibilities herein set forth, Consulting Engineer/Architect agrees to be responsible for those matters identified in the General Conditions as being responsibilities of the Consulting Engineer/Architect. Consulting Engineer/Architect specifically acknowledges receipt of a copy of the General Conditions and acceptance of the responsibilities as set forth therein.

E. WORK PRODUCT FORMAT

1. "Record" Drawings: Following construction, City will provide copies of changes and alterations made in the field during construction to Consulting Engineer/Architect to provide "record" drawings. Consulting Engineer/Architect has the right to rely on the information provided by the City in preparing such documents, and shall have no independent duty to verify its accuracy.

IN ALL OTHER RESPECTS, the terms and conditions of the January 19, 2007 Agreement shall remain in full force and effect, except as specifically modified by this Supplemental Agreement, including all policies of insurance which shall cover the work authorized by this Supplemental Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed as of the day and year first above written.

DLR GROUP, INC. (A KANSAS CORPORATION)

THE CITY OF OVERLAND PARK, KANSAS

J. C. "Andy" Anderson, Jr.
Principal in the Firm

Carl Gerlach
Mayor

APPROVED AS TO FORM:

ATTEST:

Jane Neff-Brain
Senior Assistant City Attorney

Marian Cook
City Clerk

Exhibit A

May 14, 2007

*Mr. Daniel Miller
Assistant City Engineer
City of Overland Park, KS
8500 Santa Fe
Overland Park KS 66212*

**Re: Proposal for Architectural and Engineering Services
DLR Group Project Number 12-07109-00**

Dear Dan,

DLR Group is pleased to submit this proposal for Architectural and Engineering design services for the Overland Park Community Park located at 135th St. and Switzer Road in Overland Park. We look forward to continuing the design services for which we are currently contracted to the City through Final Development Plan approval. This is a very exciting project for our community and we appreciate the opportunity to participate and your continued confidence in our design team.

In this proposal we have combined the services of DLR Group Inc., acting as the contracted party with the City of Overland Park, with our consultant team-mates, Olsson Associates and Clough Harbour, LLC. We believe that this will streamline the contracting process, as well as project communication and control in a way that will provide a more seamless service to the City. Our team will function in the same manner, with all of the same responsibilities and the same personnel, as it has in the Preliminary Development phases of the project. The following is the proposed Scope of Services and associated fee that DLR Group and its consultant team offers for architectural and engineering design from design through construction and closeout of the Community Park.

It is our understanding that this proposal will become an amendment to the existing contract between the City of Overland Park and DLR Group inc. (a Kansas corporation). Therefore this document is labeled "Exhibit A".

A. Project Understanding

The City of Overland Park is proceeding with a major redesign of the Community Park site at the Southwest corner of 135th St. and Switzer Rd. which currently includes sports fields, a basketball court, a skate park, tennis courts, park shelters, playgrounds, restroom/concessions building and part of the St. Andrews Golf Course. The site shall be reconfigured to allow for 12 lighted tournament quality soccer fields. A detailed program,

conceptual site plans and cost estimate have been completed, and the proposed project has been approved by the City of Overland Park for Preliminary Development Plan. The City has hired a separate consultant to redesign the golf course. The DLR Group team will coordinate with the golf course designer where work scopes are adjacent or overlapping.

B. Proposed Scope of Services

DLR Group will provide architectural and engineering design services for the project as enumerated here and as defined by the current site plan. A copy of that document is attached as part of exhibit A to this proposal.

<u>SERVICE</u>	<u>PRIMARY RESPONSIBILITY</u>
1. Project Management and Coordination	DLR Group
2. Survey	OA
3. Storm Drainage Report	OA
4. Demolition	DLR/OA/CHA
5. Erosion Control	OA
6. Earthwork and Grading	OA
7. Site Utilities	OA
8. New roads and roadway improvements	OA
9. Parking lots	OA
10. Pedestrian walks and pathways	DLR/OA/CHA
11. Landscaping and irrigation	DLR
12. Concessions/Toilets	DLR
13. Wayfinding graphics	DLR
14. Miscellaneous built structures (seating, shelters, trash enclosures, etc)	DLR
15. Multi-purpose fieldhouse building	DLR
16. Shade structures	DLR
17. Playing fields	CHA

18. Sports Lighting	CHA
19. Scoreboards, display systems and sound system.	DLR
20. Fencing and netting	DLR/CHA
21. Splash Area	DLR/CHA
22. Selection of Water Sculpture, design, and coordination of associated utilities	DLR
23. Relocation of existing park amenities (shelters, playgrounds, etc.)	DLR
24. Cost Estimate at conclusion of DD phase.	DLR/OA/CHA
25. Skate park design modification to fit new location.	DLR/CHA
26. Mechanical, electrical, structural engineering to support the identified scope	DLR/OA/CHA
27. Security system design implementation – City to define system criteria and equipment.	DLR
28. Basic food service equipment.	DLR
29. Cost Estimate at conclusion of CD phase.	DLR/OA/CHA

Design Services will include the following phases:

<u>Phase of Work</u>	<u>Fee Percentage</u>
· Design Development	25%
· Construction Documents	38%
· Bidding and Negotiation	5%
· Construction Phase	27%
· Project Closeout	4.5%
· 10 month Warrantee review	0.5%

C. Definition of Services

1. Key Staff and contacts
 - a. Principal in Charge/Project Manager – Don Barnum, DLR Group
 - b. Civil Engineering Lead – Sterling Cramer, Olsson Associates
 - c. Master planning, field design – Darren Varner, Clough Harbour Associates
 - d. Landscape Design – David Contag, DLR Group
 - e. Architectural Design – Bob Carlson, DLR Group

2. Detailed scopes of work are as follows:

- a. **DLR Group**

DLR Group will be responsible for overall project management and coordination of the Consultant Team.

Deliverables – DLR Group will prepare the following as appropriate for each component of work:

Design Development Phase (50% Documents)

- i. Multi-purpose building

1. Floor Plans
 2. Code analysis
 3. Building section
 4. Building elevations
 5. Preliminary materials selections
 6. MEP diagrams
 7. IT and security diagrams
 8. Structural diagrams
 9. Outline specifications

- ii. Toilet and Concession buildings

1. Floor Plans
 2. Code analysis
 3. Building section
 4. Building elevations
 5. Preliminary materials selections
 6. MEP diagrams
 7. Equipment coordination
 8. Structural diagrams
 9. Outline specifications

- iii. Shelters, play areas and miscellaneous structures

1. Layout Plan
 2. Utility coordination

- iv. Landscaping and irrigation

1. Planting plans

2. Plant schedule
 3. Turf sod and seeding plans
 4. Irrigation plans
 5. Fencing plans
 6. Special paving plans
 7. Outline specifications
- v. Bleacher seating
1. Plan diagram
 2. Tread and riser profile
 3. Enclosure plans
- vi. Sound/Scoreboard/Display systems
1. Plan diagram
 2. Electrical/IT coordination
 3. System narratives
 4. Solicitation of vendor options
- vii. Graphics and signage
1. Concept diagrams
 2. Location plans
 3. Sample sign faces
- viii. Shade Structure
1. Concept diagrams
 2. Structural diagrams
 3. Plan and elevation drawings
 4. Outline specification
- ix. Splash Park
1. MEP diagrams
- x. Skate Park
1. Plan diagrams
- xi. Security
1. Electrical and IT diagrams
 2. Layout plan
 3. Coordination with OP IT staff

Construction Document Phase

- xii. Multi-purpose building
1. Floor Plans
 2. Code Plan
 3. Building sections

4. Building elevations
 5. Finish Schedule
 6. Roof Plan
 7. Details
 8. MEP drawings and schedules
 9. IT and security drawings and schedules (implementation of City of OP Design)
 10. Structural drawings and details
 11. Specifications
- xiii. Toilet and Concession buildings
1. Floor Plans
 2. Code Plan
 3. Building sections
 4. Building elevations
 5. Finish Schedule
 6. MEP drawings and schedules
 7. FFE coordination
 8. Structural drawings and details
 9. Specifications
- xiv. Shelters, play areas and miscellaneous structures
1. Layout Plan
 2. Utility coordination
 3. These items selected by City Staff
 4. Foundation design based on provider's load criteria
- xv. Landscaping and irrigation
1. Planting plans
 2. Plant schedule
 3. Turf sod and seeding plans
 4. Irrigation plans
 5. Fencing plans and details
 6. Special paving plans and details
 7. Construction details
 8. Specifications
- xvi. Bleacher seating
1. Plan diagram
 2. Tread and riser profile
 3. Enclosure plans and details
 4. Specification
- xvii. Sound/Scoreboard/Display systems

1. Plan diagram
 2. Electrical/IT coordination
 3. System specifications
- xviii. Graphics and signage
1. Location plans
 2. Signage schedule
 3. Sign details
- xix. Shade Structure
1. Concept diagrams
 2. Structural diagrams
 3. Plan and elevation drawings
 4. Specification
- xx. Splash Park
1. MEP design and details
- xxi. Skate Park
1. Plan drawings
- xxii. Security
1. Electrical and IT diagrams
 2. Layout plan
 3. Coordination with OP IT staff
 4. Electrical/IT plans and details

Bid and Negotiation Phase

- xxiii. Coordination and distribution of bidding documents
- xxiv. Respond as appropriate to bidder questions during the bid phase
- xxv. Issue bidding addenda if required
- xxvi. Administer bid opening with the City of OP
- xxvii. Review bids and make recommendations to the City of OP

Construction Services Phase

DLR Group will document construction activities observed, related to the areas of work described above, answer related questions, and respond to product submittals and shop drawings. DLR Group will generally perform site visits coinciding with regular progress meetings established by the Owner/Contractor/DLR. Specific visits necessary to observe construction not coinciding with regular site meetings shall also be performed as appropriate to monitor the progress of the work.

DLR Group will monitor and coordinate changes in the work during construction and issue appropriate documentation to track those changes to the work. We anticipate using a standard Request for information form for all contractors and subcontractors as well as AIA documentation for Supplemental Instructions and Change orders.

DLR Group will review payment applications from the Contractors and make recommendations to the City regarding percentage complete.

DLR Group will coordinate and administer deficiency documentation at the completion of work(punch list) as well as documentation of substantial completion and final completion of work.

10 Month Warrantee review

At an appropriate time prior to the expiration of the standard construction warrantee period, DLR Group will review the condition of the project with the Owner and document any perceived deficiencies or degradation of the work that should be covered by Warrantee per the Contract Documents.

b. Olsson Associates

Bid Package One – Bid package one includes the preparation of overall site development drawings, internal roadway plans, private utility extension plans and parking lot plans)

i. Task I – Surveying Services

1. OA will provide additional ground control survey information for tie-in locations for street connections on Switzer, for public turn lane improvements on 135th Street and for utility tie-in locations.
2. OA will prepare easements for the proposed sanitary sewer main extensions associated with the project. Please note, the County may require that the proposed sanitary sewer easements be added to the Plat. OA will do this by affidavit if necessary. We have not included a fee for the preparation of any replats that may be required. The amount shown herein is an allowance amount at this time.
3. OA will provide staking for the proposed boring locations on the site and will pick up any adjustments made to the boring locations by the geotechnical consultant.

ii. Task II – Final Storm Drainage Report

1. OA will prepare a final storm drainage report for submittal to the City in support of the permit documents.. Please note we have assumed that the flood study associated with the golf course development will be provided by others and is not included herein. We have assumed that detention will not be required at this time.

iii. Task III – Construction Documents

1. Using the approved site plan, prepare a base site drawing and the following construction plans for the proposed development. All plans shall be prepared in accordance with standards set forth by the local government agencies and the Client's design criteria. We have assumed that this package will include overall site grading, parking lot design, roadway design and private utility design for the overall development. Plans will include stubbing storm sewer to central locations within the fields to accept future storm connections from the field systems. In addition, utilities will be stubbed to close proximity to the buildings to allow future connections from these locations. Field grading will be established and coordinated with the field designer to set sub-grade elevations. OA will coordinate with the City to determine scope of work lines and phasing but we have assumed these lines will be shown on one overall package and not separated into separate submittals. Fees shown include the participation at up to 40 hours of meetings associated with this portion of the project. Plans will include the following:

Cover Sheet shall include name of development, sheet index, vicinity map and general site plan.

Site Plan shall include general notes, parking information, lot information, sign locations and other miscellaneous information required to properly locate and describe the development.

Final Grading & Drainage Plan shall include vertical control information for all building pads and common areas around them. Spot grades shall be shown as to indicate surface drainage patterns in and around all structures. This plan will coordinate with grades established for all paved areas as shown on the private paving plan.

Erosion Control Plan shall include general notes, location of erosion control methods, temporary access locations, temporary staging area locations and other information required by the local government. This task will also include the preparation of a Land Disturbance Permit.

Dry Utility Plan shall include location and general routing of site electrical service, telephone service, cable service and natural gas service. Locations of the above utilities will be coordinated with local service providers. Task includes contacting utility service providers, in coordination with the Client and architect to determine acceptable routes and additional requirements for service. Easements required for each service will be shown if applicable.

Storm Sewer Plan shall include plan and profile sheets, location and elevation of service stubs and construction details. A Storm Water Management Plan will also be prepared for this development for approval by the local government.

Private Paving Plan shall include horizontal and vertical design information necessary for construction of the private pavement. Plan will also identify handicap ramp locations and curb sections. Pavement sections to be provided by the Geotechnical Engineer.

Private Pavement Marking/Striping/Signage Plan shall include location, type, and specifications for painting and signage for all private pavement areas.

Sidewalk Plan shall include location, dimensions and specification of material types for all on site sidewalks located within the parking lots and perimeter areas.

Retaining Wall Plan shall include the location and proposed height of the proposed retaining walls in the development. The structural design of these walls will be provided by the Contractor and or block supplier and are not included herein.

iv. Task IV – Public Roadway Improvements

1. OA will prepare public roadway plans for the additional right turn lane on 135th Street and for the closure of the existing right turn lane on Switzer Road. Plans will be prepared in accordance with the City of Overland Park's standards.

v. Task V – Culvert Crossings

1. OA will design the two proposed roadway crossings within the development. We have assumed that these will be box culvert crossing and will not be classified as bridge structures. These designs will be incorporated into the overall construction document set and will not be stand alone drawings. We have not included at this time fees for the redesign of the Deanna Rose culvert as it extends through the existing facility.

vi. Task VI – Public Sanitary Sewer Design

1. OA will prepare public sanitary sewer extension plans for the development. Plans will include an extension from the existing main on the east side of the creek and an extension on the west side of the creek from the connection point established by the golf course development. Plans will be designed in accordance with Johnson County Wastewater requirements. Included is an allowance of \$14,500.00 for full time construction observation services as required by Johnson County Wastewater. This is based on a \$65.00 per hour person full time during construction and a fee of \$2,500 for project initiation paperwork that is required by JCW.

vii. Task VII – Revised Cost Estimate

1. Based on the final construction plan documents, OA will prepare an engineers cost estimate for the site development portion of the project. The estimate will include input from the project Architect, Client and Field Consultant.

viii. Task VIII – Construction and Bidding Period Services

1. OA will assist the Client during construction and bidding including the following services:
 - a. Prepare and provide plans and specifications to bidders at cost to recover expenses of duplication and handling
 - b. Attend bid letting
 - c. Consult with and advise the City as to the acceptability of substitute materials and equipment when substitution prior to the award of the contract is allowed in the bidding documents.
 - d. Consult with and advise the City as to the acceptability of subcontractors and others proposed to do work by the general contractor
 - e. Prepare written addenda to the bidding documents as required and or requested. Please note, this does not include significant site scope changes.
 - f. Assist the City in analyzing bids and making recommendation for award of the construction contract.
 - g. Prepare a bid tabulation in printed and MS Excel format.
 - h. Attend and prepare meeting minutes for a pre-bid conference which will be set up by the City.
 - i. Be available for discussion and consultation during the construction phase, but construction observation will be the responsibility of the City of Overland Park.
 - j. Review shop drawings and be available for consultation with the City during construction.
 - k. Assist DLR in the preparation of change orders.

Bid Package Two – Bid package two includes the preparation of site control plans for the field locations, any extensions of necessary storm sewers installed with Bid Package One to serve the fields, and general dimension plans.

i. Task I – Construction Documents

1. Using the approved site plan, prepare a base site drawing and the following construction plans for the proposed development. All plans shall be prepared in accordance with standards set forth by the local government agencies and the Client's design criteria. We have assumed that this package will include the preparation of plans to aid in dimensional control of the fields and any storm sewer extensions required to pick up the under drain systems associated with the fields. OA's documents will supplement the architectural and field consultant's plans in this phase. Fee includes the participation at up to 20 hours of meetings associated with this portion of the project. Plans will include the following:

Site Plan shall include general notes and field location information.

Final Grading & Drainage Plan – To be provided by the Field Consultant.

Erosion Control Plan shall include general notes, location of erosion control methods, temporary access locations, temporary staging area locations and other information required by the local government. This task will also include the preparation of a Land Disturbance Permit.

Dry Utility Plan shall include location and general routing of site electrical service, telephone service, cable service and natural gas service if needed to extend beyond the limits in Bid Package One.

Storm Sewer Plan shall include plan and profile sheets, location and elevation of service stubs and construction details for any extensions beyond those indicated in Bid Package One. Please note, the field consultant will be providing the design of all field drainage systems. A Storm Water Management Plan will also be prepared for this development for approval by the local government.

Sidewalk Plan shall include location, dimensions and specification of material types for all on site sidewalks located from the parking areas to the fields and in between the fields. Sidewalk plans will include proposed sidewalk grading information.

ii. Task II – Revised Cost Estimate

1. OA has assumed that the field consultant will prepare the majority of this cost estimate. OA will assist the field consultant in the preparation of the site related costs.

iii. Task III – Construction and Bidding Period Services

1. OA will assist the Client during construction and bidding including the following services:
 - a. Prepare and provide plans and specifications to bidders at cost to recover expenses of duplication and handling
 - b. Attend bid letting
 - c. Consult with and advise the City as to the acceptability of substitute materials and equipment when substitution prior to the award of the contract is allowed in the bidding documents.
 - d. Consult with and advise the City as to the acceptability of subcontractors and others proposed to do work by the general contractor
 - e. Prepare written addenda to the bidding documents as required and or requested. Please note, this does not include significant site scope changes.
 - f. Assist the City in analyzing bids and making recommendation for award of the construction contract.
 - g. Prepare a bid tabulation in printed and MS Excel format.
 - h. Attend and prepare meeting minutes for a pre-bid conference which will be set up by the City.
 - i. Be available for discussion and consultation during the construction phase, but construction observation will be the responsibility of the City of Overland Park.
 - j. Review shop drawings and be available for consultation with the City during construction.
 - k. Assist DLR in the preparation of change orders.

Bid Package Three – Bid package three includes the preparation of site landscaping and irrigation plans. OA does not anticipate the need for our services in this scope of the project.

Bid Package Four – Bid package four includes the preparation of building construction plans prepared by DLR Group. OA will prepare site construction plans for the areas immediately surrounding the buildings and will prepare supplement site utility plans to provide and extend service to the buildings.

i. Task I – Construction Documents

1. Using the approved site plan, prepare a base site drawing and the following construction plans for the proposed development. All plans shall be prepared in accordance with standards set forth by the local government agencies and the Client's design criteria. We have assumed that this

package will include the preparation of plans to aid in the dimensional control of the buildings, grading and sidewalk information on the areas surrounding the buildings and necessary utility connections. OA's documents will supplement the architectural plans in this phase. Fees shown include the participation at up to 40 hours of meetings associated with this portion of the project. Plans will include the following:

Site Plan shall include general notes and field location information.

Final Grading & Drainage Plan – shall include vertical control information for all building pads and common areas around them. Spot grades shall be shown as to indicate surface drainage patterns in and around all structures. This plan will coordinate with grades established for all paved areas as shown on Bid Package One.

Erosion Control Plan shall include general notes, location of erosion control methods, temporary access locations, temporary staging area locations and other information required by the local government. This task will also include the preparation of a Land Disturbance Permit.

Dry Utility Plan shall include location and general routing of site electrical service, telephone service, cable service and natural gas service if needed to extend beyond the limits in Bid Package One.

Storm Sewer Plan shall include plan and profile sheets, location and elevation of service stubs and construction details for any extensions beyond those indicated in Bid Package One. Please note, the field consultant will be providing the design of all field drainage systems. A Storm Water Management Plan will also be prepared for this development for approval by the local government.

Sidewalk Plan shall include location, dimensions and specification of material types for all on site sidewalks located from the parking areas to the proposed buildings. Sidewalk plans will include proposed sidewalk grading information.

ii. Task II – Revised Cost Estimate

- i. OA has assumed that the architectural consultant will prepare the majority of this cost estimate. OA will assist the field consultant in the preparation of the site related costs.

iii. Task III – Construction and Bidding Period Services

1. OA will assist the Client during construction and bidding including the following services:

- a. Prepare and provide plans and specifications to bidders at cost to recover expenses of duplication and handling
- b. Attend bid letting
- c. Consult with and advise the City as to the acceptability of substitute materials and equipment when substitution prior to the award of the contract is allowed in the bidding documents.
- d. Consult with and advise the City as to the acceptability of subcontractors and others proposed to do work by the general contractor
- e. Prepare written addenda to the bidding documents as required and or requested. Please note, this does not include significant site scope changes.
- f. Assist the City in analyzing bids and making recommendation for award of the construction contract.
- g. Prepare a bid tabulation in printed and MS Excel format.
- h. Attend and prepare meeting minutes for a pre-bid conference which will be set up by the City.
- i. Be available for discussion and consultation during the construction phase, but construction observation will be the responsibility of the City of Overland Park.
- j. Review shop drawings and be available for consultation with the City during construction.
- k. Assist DLR in the preparation of change orders.

c. Clough Harbour Associates

Design Development Phase (50% Documents)

- i. Deliverables - The CHA Design Team will prepare the following as appropriate for each field:
 - 1. Playing Field Documents
 - a. Layout and Materials Plan
 - b. Grading Plan
 - c. Sub-drainage / Drainage Plan
 - d. Irrigation/Utilities Plan
 - e. Playing Field System Details
 - ii. Playing Field Lighting
 - 1. Layout Plan / Wiring Diagram
 - 2. Control Panel locations layout
 - 3. Details
 - iii. Tennis Court Documents
 - 1. Layout and Materials Plan
 - 2. Grading Plan
 - 3. Details

- iv. Playing Field Ball Netting System Documents
 - 1. Plan, section and elevations details
- v. Splash park
 - 1. Plan, section and details.
 - 2. Mechanical/plumbing plans
- vi. Skatepark
 - 1. Plan, section and elevation details.
- vii. Specifications Draft for all components in CHA Scope
- viii. Opinion of probable construction costs - CHA will submit to DLR the estimate of probable costs for items in CHA scope of work to be included in the Master Estimate submitted to the Owner.

Construction Documents Phase (100% Documents)

- i. Deliverables - CHA will finalize the plans and specifications submitted in the previous Design Development Phase incorporating the comments received from The Owner and its representatives and prepare the following as applicable to the two playing fields:
 - 1. Playing Field Documents
 - a. Layout and Materials Plan
 - b. Grading Plan
 - c. Sub-drainage Plan
 - d. Irrigation/Utilities Plan
 - e. Playing Field System Details
 - 2. Playing Field Lighting
 - a. Layout Plan / Wiring Diagram
 - b. Control Panel locations layout
 - c. Details
 - 3. Court Documents
 - a. Layout and Materials Plan
 - b. Grading Plan
 - c. Details
 - 4. Netting system Documents
 - a. Plan, section and elevations details
 - 5. Splash Park
 - a. Plan, section and details.
 - b. Mechanical/plumbing plans.
 - 6. Skatepark
 - a. Plan, section and elevation details.
 - 7. Specifications for all components in CHA Scope

8. Opinion of probable construction costs.

Bidding Phase Services

- i. CHA will provide those services necessary to assist during the bidding/negotiating process with the intent of receiving competitive bids for the CHA Scope of Work. It is understood that the CHA Scope of Work may be bid in more than one Bid Package.
- ii. Project Bidding Services
 1. CHA will provide the following services during the bidding/pricing process:
 - a. Respond to Bidder's Requests for Information (RFI) and issue clarifications as required. CHA to present responses to DLR for submittal to the appropriate parties.
 - b. Review the submitted bids/pricing with the
 - c. Owner and its representation recommendations. Assist the Owner and its representatives with review of Specialty Field Contractor/Vendor Team/General Contractor selection based on bid submittals.

Construction Administration Phase Services

- i. Pre-Construction Meetings
 1. CHA will attend meetings with the Owner, its representatives and the selected Contractor present to answer questions related to the CHA Scope of Work.
- ii. Construction Meetings
- iii. CHA shall attend regularly scheduled meetings established by the Contractor/Owner during the duration of the CHA Scope of work.
- iv. CHA shall provide notes taken during these items related to the CHA Scope of Work to DLR for issuance to the appropriate parties.
- v. Shop Drawings
 1. CHA will review and approve detailed construction shop drawings and other submittals submitted by the Contractor directly related to CHA Scope of Work for general conformance with the contract drawings and specifications.
- vi. Requests for Information
 1. CHA will respond to Contractor questions throughout the construction phase and present to DLR for submittal to the appropriate parties.
- vii. Site Observation Visits
 1. CHA will conduct observation visits for fields, for Playing Field Lighting installation, and for the Tennis Court

Construction at regular intervals, or as otherwise agreed to in writing, to observe the progress and quality of the work and to determine if the work is proceeding in general conformance with the Contract Documents.

2. Observation Reports and related communications will be prepared for each visit and submitted to DLR for issuance to the appropriate parties.

viii. Quotation Requests/Change Orders

1. CHA will prepare, reproduce and submit drawings and specifications, as well as interpretations, in response to requests for clarification by the Contractor via DLR.

2. CHA will assist DLR with negotiations and implementation of contractor change orders and formal notification requests to the Owner, if necessary for the Scope of Work.

3. Recommendations and review of costs directly related to CHA Scope of Work will be provided by CHA via DLR as part of any contractor change order and/or formal notification request.

ix. Project Closeout

1. CHA will perform One visit per field, one visit for the Playing Field Lighting and one visit for the tennis court complex to create punch lists for CHA Scope of Work. If necessary, notify Owner via DLR of deficiencies found.

2. CHA will perform up to Two final/Substantial Completion visits for the synthetic field complex, one visit for the Playing Field Lighting and one visit for the Tennis Court Complex for the Owner's acceptance/occupancy of that portion of the Work.

x. Deliverables: (to DLR)

1. Copies of shop drawings that are processed

2. Written responses to contractor requests for information

3. Site Observations Reports.

4. Punch Lists.

5. Final Substantial Completion letter for CHA Scope of Work to DLR for issuance to the Owner.

Quality Control Testing During Construction

i. Subgrade and Earthwork Compaction Testing (as relates to CHA Scope of Work)

1. Separate Contract By the Owner

2. CHA shall review these reports as requested by DLR/Owner

ii. Particle Size Analysis (Playing Field Drainage Gravels)

1. Separate Contract by the Owner
 2. CHA shall review these reports as requested by the DLR/Owner
- iii. Miscellaneous Quality Control Testing During Construction as Necessary (as relates to CHA Scope of Work)
1. Separate Contract by the Owner
 2. CHA shall review these reports as requested by DLR/Owner

Construction Observation Site Visit Timing/Frequency

- i. CHA will document synthetic turf playing field, areas between around the fields (generally inside the fenced area), playing field lighting installation and tennis court related construction activities observed, answer related questions, and respond to material submittals and shop drawings in a timely fashion via DLR.
- ii. CHA shall generally perform site visits coinciding with regular progress meetings established by the Owner/Contractor/DLR. Specific visits necessary to observe construction not coinciding with regular site meetings shall also be performed regarding CHA Scope of Work. CHA shall observe subgrade operations in Grading/Mass Excavation Package in playing field areas for conformance of requirements for subsequent playing field construction.
- iii. CHA will generally perform Construction Observation site visits at the following stages of construction based on final design of the playing field system:
 1. Subgrade and finished subgrade
 2. During installation of sub-drainage piping and connections to site storm structures.
 3. During installation of irrigation/utilities.
 4. During installation of rootzone mixes or similar solutions
 5. During installation of turf/infill.
 6. Field Punch list
 7. Final approval/Substantial Completion
- iv. CHA will generally perform Construction Observation site visits at the following stages of construction based on final design of the Playing Field Lighting system:
 1. Footing locations and installation
 2. Wiring runs and installation
 3. Light fixture installation, aiming and tuning
 4. Control Panel layout and installation
 5. Punch List
 6. Final approval/Substantial Completion

- v. CHA will generally perform Construction Observation site visits at the following stages of construction based on final design of the Tennis Court system:
 - 1. Finished Subgrade
 - 2. Gravel Base
 - 3. Paving
 - 4. Surfacing
 - 5. Punch List
 - 6. Final approval/Substantial Completion
- vi. CHA will also perform observations of the total area inside the Playing Field fence area for conformance of grading, drainage, netting installation and walk installation. These shall occur concurrently with other site observations.

D. Proposed Schedule

The project delivery method will be design-bid-build with the City of Overland Park holding contracts. The Final Bid Package delivery has not been determined. The DLR Group team will work with the City to develop the package delivery schedule. We anticipate multiple bid packages to facilitate scheduling of work as areas of the property become available. Construction documents are intended to be bid to general contractors in significant packages. Division of work into more than 5 delivery packages would result in additional design service fees.

Potential Bid Packages and delivery dates:

- 1. Grading / Mass Excavation / Roads and Parking / Utilities Package / Playing Field Lighting
 - a. August 14, 2007 - provide documents to Owner for review/approval
 - b. September 13, 2007 - Bid Documents
 - c. October 9, 2007 - Receive Bids
 - d. October 15, 2007 - Contractor Award/Permit
- 2. Playing Field / Tennis Court Package / Irrigation
 - a. January 8, 2008 - provide documents to Owner for review/approval
 - b. January 29, 2008 - Bid Documents
 - c. February 22, 2008 - Receive Bids
 - d. February 29, 2008 - Contractor Award/Permit
- 3. Landscape and Site Package - to follow Package 2
- 4. Building, Structures, Amenity Package - to follow Package 3
- 5. Project Substantial Completion August 1, 2009

6. Project Final Completion October 1, 2009
7. Project Closeout complete November 1, 2009
8. Soccer Complex to open Fall of 2009.

E. Meetings

DLR Group and its consultants will attend the following anticipated meetings with the City:

1. Design Development Phase: meetings as appropriate and defined by project schedule and deliverables.
2. Construction Document Phase: meetings as appropriate and defined by project schedule and deliverables.
3. Bidding and Negotiation: One pre-bid and one bid review meeting.
4. Construction Phase: Multiple pre-construction meetings, regularly scheduled progress meetings and periodic site observation visits as appropriate to the course of construction. Buildings, playing fields, lighting, landscaping will be observed on a regular basis by the Design team. Public Sanitary Sewer will be observed full time by the Design team as required by Johnson County Wastewater. Other utility and roadway construction observation is assumed to be the primary responsibility of the City of Overland Park.
5. Closeout Phase: One substantial completion review and one punch list review for the various components of the site development. Additional reviews, if required, shall result in additional services fees with costs borne by the Contractor.
6. Warrantee Review: One site visit by the consultants with follow-up documentation.

F. Professional Fees

For the above scope of services, DLR Group proposes to be compensated on a lump sum basis in the amount of \$1,725,000 plus reimbursable expenses as defined below.

Additional services will be provided per the terms of the Supplemental Agreement and at the rates identified in the attached rate schedules labeled exhibit B.

G. Reimbursable Expenses

1. Reimbursable expenses will be billed at actual cost and are in addition to the above fees. Reimbursable Expenses include expenses incurred by DLR Group in the interest of the project, including:
 - a. Travel Expenses

- b. Drawing/Document reproduction (Not Including bid sets to be purchased by contractors/subcontractors).
 - c. Express mailing and delivery costs
 - d. Food and beverage associated with City/Client meetings
 - e. Photography
2. Reimbursable expenses are estimated to not exceed \$50,000.

H. Assumptions

1. The following assumptions and clarifications are included in the preparation of this proposal:
- a. Title information shall be furnished by the Client.
 - b. Final Platting will be completed by others and is not included herein.
 - c. Public water main design will be provided by WaterOne. OA will provide coordination services for this work.
 - d. Environmental Studies or stream bank stability studies are not required or are being provided by separate contractor. Olsson Associates can provide these services, if requested, under a supplemental agreement. These include but are not limited to Phase I, Phase II, and other related studies.
 - e. A soils report including pavement recommendations will be provided by the Client. OA can provide these services if requested under separate contract.
 - f. The golf course design will be provided by others.
 - g. Modification to Deanna Rose Farmstead beyond parking improvements as defined in the attachments will be by others.
 - h. Modification to the existing storm sewer in the Deanna Rose Children's Farmstead will not be a part of this contract.
 - i. Main stream crossings will be box culverts and will not be bridge structures.
 - j. Public roadway improvements other than those specifically defined are not included at this time including any traffic signal modifications that may be necessary as the scope of these services is unknown.
 - k. Fee includes review of shop drawings and submittals. However, substitutions that require additional research, analysis and eventual redesign will be considered Additional Services

I. Exclusions

1. The following items, in addition to any items not specifically listed above are not included in this proposal but can be provided under a supplementary agreement.
- a. Design services for tenant fit-out in multi-purpose building
 - b. Fixtures, Furnishings and Equipment for all structures – City of Overland Park to make selections.
 - c. Playground equipment design - City of Overland Park to make selections.
 - d. Theming Graphics – to be an additional service at a later date under DLR Group contract.

- e. IT/Communications design
- f. Traffic Studies
- g. Signal Design
- h. Platting Services
- i. Permitting Fees
- j. CLOMR and LOMR applications
- k. Corp's of Engineer's Individual Permit Application
- l. Public notice issuance.
- m. Construction staking

We trust this proposal defines the scope of work and our services to your satisfaction. We look forward to working with you and your team on this exciting project for the City of Overland Park, and Thank you for your continued confidence in DLR Group.

Best regards,

DLR Group, Inc.

Don Barnum
Principal in the Firm

EXHIBIT B

2007 DLR GROUP HOURLY BILLING RATES

CATEGORY NUMBER/TITLE	CLIENT HOURLY BILLING RATES	DESCRIPTION OF CATEGORY
7. CLIENT LEADER	\$250	<ul style="list-style-type: none"> • Principals who lead client projects
6. PRINCIPAL	\$200	<ul style="list-style-type: none"> • Principals who lead offices, disciplines and Project Teams
5. SENIOR PROFESSIONAL	\$150	<ul style="list-style-type: none"> • All registered or licensed Professionals with 10 years or more experience since registration. • All personnel in equivalent roles in related professional disciplines in which there is no registration, but who have 15 years experience in their field including 10 years experience in leadership roles in those related disciplines. Examples of these disciplines are: Accounting, Office Management, Business Development, Construction Administration, Design, Technology or similar areas of expertise.
4. PROFESSIONAL	\$125	<ul style="list-style-type: none"> • New registrants and all registered professionals with less than 10 years since registration. • Nonregistered Architectural, Engineering or Design personnel who have more than 15 years experience in their professional discipline and are in direct professional leadership roles in their field. • All personnel in equivalent roles in related professional disciplines in which there is no registration, but who have 15 years experience and are in direct leadership roles in their field. Examples of these disciplines are: Accounting, Office Management, Business Development, Construction Administration, Design, Technology or similar areas of expertise.
3. PROFESSIONAL SUPPORT	\$100	<ul style="list-style-type: none"> • New professional degreed graduates and interns who are not yet registered. • Nonregistered Architectural, Engineering or Design personnel who have 10 years experience in their professional discipline under the supervision of registered professionals or related discipline professionals. • All personnel in related professional disciplines in which there is no registration, but have 10 years experience in their field. Examples of these disciplines are: Accounting, Office Management, Business Development, Construction Administration, Design, technology or similar areas of expertise and work under the supervision of others in their field. • Drafters, CADD technicians, Designers and similar technicians without registration, but with 10 years experience in their professional support field.
2. TECHNICAL	\$75	<ul style="list-style-type: none"> • Nonregistered Architectural, Engineering, or Design personnel who have less than 10 years experience in their professional discipline. • All personnel in related professional disciplines in which there is no registration, but have less than 10 years experience in their field. • Drafters, CADD technicians, Designers and similar technicians without registration, but with less than 10 years experience in their professional support field. • All Administrative support, clerical and word processing personnel with 10 years experience.
1. CLERICAL	\$50	<ul style="list-style-type: none"> • All Administrative support, clerical and word processing personnel with less than 10 years experience.

Olsson 2007 Rate Schedule Exhibit B

<u>Category</u>	<u>Description</u>	<u>Billing Rate</u>
99	Project Principal	
100	Regional Manager	
101	Team Leader	174.00
102	Group Leader	146.00
103	Client Manager	143.00
104	Senior Engineer	154.00
105	Senior Project Engineer	137.00
106	Project Engineer	119.00
107	Associate Engineer	98.00
108	Assistant Engineer	81.00
109	Student Engineer	51.00
125	Senior Landscape Architect	125.00
126	Senior Project Landscape Archite	106.00
128	Project Landscape Architect	93.00
129	Associate Landscape Architect	75.00
130	Assistant Landscape Architect	60.00
150	Senior Project Planner	106.00
152	Assistant Planner	64.00
175	Senior Scientist	122.00
176	Senior Project Scientist	104.00
177	Project Scientist	91.00
179	Assistant Scientist	62.00
178	Associate Scientist	74.00
200	Senior Surveyor	96.00
201	Surveyor	83.00
202	Associate Surveyor	61.00
203	Assistant Surveyor	48.00
206	2-Man Support Crew	0.00
225	Technical Manager	104.00
226	Design Associate	91.00
227	Design Technician	76.00
228	Senior Technician	70.00
229	Associate Technician	59.00
230	Assistant Technician	51.00
231	Student Technician - Level 1	39.00
232	Student Technician - Level 2	51.00
80	Community Services Specialist	174.00
81	Community Consultant	62.00
28	Economic Dev. Consultant/Fund.	72.00
29	Business Operations Manager	126.00
31	Facilitation Specialist	119.00
33	Administrative Manager	91.00
34	Administrative Specialist	103.00
35	Administrative Supervisor	83.00
36	Administrative Coordinator	65.00
37	Administrative Assistant	53.00
38	Secretarial	54.00
39	Office Assistant	35.00
72	Computer Systems Coordinator	68.00
75	Computer Systems Technician	50.00
77	Web Developer	57.00

Exhibit B
CLOUGH HARBOUR & ASSOCIATES LLP
BILLING RATE SCHEDULE - YEAR 2007

<u>Classification</u>	<u>Hourly Rate</u>
Sr. Partner -	\$225
Partner -	\$175
Associate -	\$150
Other support -	\$110
Drafting (Technician) -	\$80