

ENGINEERING/ARCHITECTURAL SERVICES AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Overland Park, Kansas, hereinafter "City," and **Bartlett & West, Inc.** hereinafter "Consulting Engineer/Architect." City intends to construct an improvement project (hereinafter the "Project") in Overland Park, Kansas, described as follows:

2011 Major Storm Sewer Repair, Part 2 – MS-1273

City hereby contracts with Consulting Engineer/Architect for the furnishing of professional engineering/architectural services in connection with the Project, for the furnishing of such engineering/architectural services more particularly described herein in consideration of these premises and of the mutual covenants herein set forth. By executing this Agreement, the Consulting Engineer/Architect represents to City that Consulting Engineer/Architect is professionally qualified to do this Project and is licensed to practice engineering/architecture by all public entities having jurisdiction over Consulting Engineer/Architect and the Project.

SECTION I - DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by the Agreement, and other forms of any defined words shall have a meaning parallel thereto.

"City" means the City of Overland Park, Kansas.

"Consulting Engineer/Architect" means the company or individual identified on pg. 1. Consulting Engineer/Architect shall employ for the services rendered, engineers, architects, landscape architects, and surveyors licensed by the Kansas State Board of Technical Professions.

"Construction Cost" means and includes 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, without deduction on account of penalties, liquidated damages or other amounts withheld from payment to the contractor or contractors, but such cost shall not include the Consulting Engineer/Architect's fee, or other payments to the Consulting Engineer/Architect and shall not include cost of land or rights-of-way and easement acquisition.

"Contract Documents" means those documents so identified in the Agreement for Construction for this Project, including all Engineering/Architectural Documents. All terms defined in the General Conditions shall 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 shall prevail in the interpretation of this Agreement.

"Engineering/Architectural Documents" means all documents required or reasonably implied by the nature of the Project, including, but not limited to, plans, specifications, drawings, tracings, designs, calculations, sketches, models and reports.

"Engineering/Architectural Services" means the professional services, labor, materials, supplies, testing, surveying, title work, inspection, if applicable, and all other acts, duties, and services required of Consulting Engineer/Architect under this Agreement together with such other services as City may require pursuant to the terms of this Agreement.

"Project" is as above described.

"Project Manager" means the person employed by City and designated to act as the City's representative for the Project.

"Right-of-Way" and "Easements" means and includes 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.

SECTION II - COMPENSATION

1. Total Fee: City agrees to pay Consulting Engineer/Architect an amount not to exceed one hundred thirty-nine thousand six hundred fifty-two dollars (\$139,652), including reimbursables. The fee is based on the performance of the scope of services outlined in this Agreement, and shall be billed using hourly rates and equipment charges as set forth in Exhibit B attached herewith, plus direct expenses. All work shall be completed on or before July 15, 2011. Payment to Consulting Engineer/Architect shall not exceed the following percentages in each phase of the Project without prior written consent of City:

Preliminary Design Phase	<u>\$87,314.00</u>
Final Design Phase	<u>\$39,336.00</u>
Bidding Phase	<u>\$5,865.00</u>
Construction Phase	<u>\$7,137.00</u>
TOTAL	<u>\$139,652.00</u>

2. Reimbursable Expenses: The Consulting Engineer/Architect shall be reimbursed at the actual cost, not to exceed a total expense of \$14,179.00 for the following expenses: (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.

3. Additional Services: Consulting Engineer/Architect shall provide, with City's concurrence,

services in addition to those listed in Section III 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 Section III, 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.

4. Special Services: Consulting Engineer/Architect may be called on to serve as a consultant or witness in any litigation, arbitration, legal or administrative proceeding arising out of this Project. Consulting Engineer/Architect shall not be paid extra by City if its appearance is to defend its professional Engineering/Architectural Services. Consulting Engineer/Architect shall not be paid extra by City to appear at eminent domain or appraiser's hearings necessary to acquire easements and right-of-way for the Project. If Consulting Engineer/Architect is requested, in writing, by City, to appear as a general witness, it will be paid its hourly fee as reflected on the hourly rate schedule attached hereto as Exhibit B.
5. Billing: Consulting Engineer/Architect shall bill City monthly for all completed services and reimbursable expenses. The bill submitted by Consulting Engineer/Architect shall itemize the services and reimbursable expenses for which payment is requested. City agrees to pay Consulting Engineer/Architect within thirty (30) days of approval by the Governing Body.
6. City's Right to Withhold Payment: In the event City becomes credibly informed that any representations of Consulting Engineer/Architect provided in its monthly billing, are wholly or partially inaccurate, City may withhold payment of sums then or in the future otherwise due to Consulting Engineer/Architect 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 shall be made known to Consulting Engineer/Architect immediately. Consulting

Engineer/Architect will help effect resolution and transmit a revised invoice, if necessary. Amounts not questioned by City shall be paid to Consulting Engineer/Architect in accordance with the contract payment procedures.

7. Progress Reports: A progress report must be submitted with each monthly pay request indicating the percentage of design tasks completed to date. This report will serve as support for payment to Consulting Engineer/Architect.
8. Change in Scope: For substantial modifications in authorized Project scope, and/or substantial modifications of drawings and/or specifications previously accepted by City, when requested by City and through no fault of Consulting Engineer/Architect, the Consulting Engineer/Architect shall be compensated for time and expense required to incorporate such modifications at Consulting Engineer/Architect's standard hourly rates per Exhibit B; provided, however, that any increase in Contract Price or Contract Time must be approved through a written Change Order. Consulting Engineer/Architect shall correct or revise any errors or deficiencies in its designs, drawings or specifications without additional compensation when due to Consulting Engineer/Architect's negligence or other actionable fault.
9. Change Orders: This Agreement may be amended to provide for additions, deletions and revisions in the Engineering/Architectural Services or to modify the terms and conditions thereof by either written amendment or by Change Order. The Contract Price and Contract Time may only be changed by a written Change Order approved by City, unless it is the result of an emergency situation in which case the Project Manager may give written approval to be followed by a written and approved Change Order. If notice of any change affecting the general scope of the Engineering/Architectural Services or provisions of this Agreement, including but not limited to, Contract Price or Contract Time, is a requirement of any insurance policy held by Consulting Engineer/Architect as a requirement of this Agreement, the giving of such notice shall be the Consulting Engineer/Architect's responsibility.

SECTION III - RESPONSIBILITIES OF CONSULTING ENGINEER/ARCHITECT

Consulting Engineer/Architect shall furnish and perform the various professional duties and 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 which services shall include:

A. PRELIMINARY 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. Preliminary Design Documents: Consulting Engineer/Architect shall furnish the City six (6) copies of the above preliminary design documents, unless otherwise noted in

Exhibit A.

3. Preliminary Cost Estimate: Consulting Engineer/Architect shall furnish City an estimate of probable Construction Cost based on the preliminary design. Consulting Engineer/Architect's estimate of probable Construction Cost is to be made on the basis of Consulting Engineer/Architect's experience and qualifications and represent Consulting Engineer/Architect's best judgment as an experienced and qualified design professional, familiar with the construction industry.
4. Budget: Consulting Engineer/Architect shall advise City if, in its opinion, the amount budgeted for construction is not sufficient to adequately design and construct the improvement as requested.

B. 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.

C. 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.

D. 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.

E. 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.
2. Personnel: Consulting Engineer/Architect shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal on this Project: Joseph G. Caldwell, P.E. As principal on this Project, this person shall be the primary contact with the City's Project Manager and shall have authority to bind Consulting Engineer/Architect. So long as the individual named above remains actively employed or retained by Consulting Engineer/Architect, he/she shall perform the function of principal on this Project.
3. Subsurface Borings & Material Testing: If tests, additional to those provided for in Exhibit A, are required for design, Consulting Engineer/Architect shall prepare

specifications for the taking of the additional borings. Such subsurface borings and testing, as defined herein, shall be provided by Consulting Engineer/Architect or its subcontractors and compensated as an Additional Service.

4. Service By and Payment to Others: Any work authorized in writing by City and performed by anyone other than Consulting Engineer/Architect or its subcontractors in connection with the proposed Project shall be contracted for and paid for by City directly to the third party or parties. In addition to payments for professional services, this may also include necessary permits, licenses, ownership certifications, materials testing, advertising costs, and other special tests or other work required or requested by City or Consulting Engineer/Architect which is not defined within the scope of services of Consulting Engineer/Architect. Fees for such extra work shall be subject to negotiation between City and the third party. Fees shall be approved prior to the execution of any extra work. Although Consulting Engineer/Architect may assist City in procuring such services of third parties, Consulting Engineer/Architect shall in no way be liable to either City or such third parties in any manner whatsoever for such services or for payment thereof.
5. Subcontracting of Service: Consulting Engineer/Architect shall not subcontract or assign any of the Engineering/Architectural Services to be performed under this Agreement without first obtaining the written approval of City regarding the Engineering/Architectural Services to be subcontracted or assigned and the consulting firm or person proposed to accomplish the subcontracted/assigned portion of the Project. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Any person or firm proposed for subcontracting Engineering/Architectural Services under this Agreement shall maintain throughout the duration of the Agreement, insurance as provided in Section V. D. (8) herein, and shall additionally maintain Professional Liability insurance in a minimum amount of \$1,000,000 and provide the City with certification thereof.
6. Endorsement: Consulting Engineer/Architect shall sign and seal all final plans, specifications, estimates and engineering data furnished by him/her. Any review or approval by City of any documents prepared by the Consulting Engineer/Architect, including but not limited to the plans and specifications, shall be solely for the purpose of determining whether such documents are consistent with City's construction program and intent and shall not be construed as approval of same by City. No review of such documents shall relieve Consulting Engineer/Architect of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its

work product.

7. Inspection of Documents: Consulting Engineer/Architect shall maintain all Project records for inspection by City during the contract period and for three (3) years from the date of final payment.

SECTION IV - CITY OF OVERLAND PARK'S RESPONSIBILITIES

1. Communication: City shall provide to Consulting Engineer/Architect information and criteria regarding City's requirements for the Project; examine and timely respond to Consulting Engineer/Architect's submissions; and give written notice to Consulting Engineer/Architect, who shall respond promptly, whenever City observes or otherwise becomes aware of any defect in the Engineering/Architectural Services.
2. Access: City will provide access for Consulting Engineer/Architect to enter public and private property.
3. Duties: City shall furnish and perform the various duties and services in all phases of the Project which are outlined and designated in Exhibit A as City's responsibility.
4. Program and Budget: City shall provide full information, including a program which shall set forth City's objectives, schedule, constraints, budget with reasonable contingencies, and other necessary design criteria.
5. Legal, Insurance, Audit: City shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project. City shall furnish all bond forms required for the Project.
6. Project Representative: City shall designate a Project Manager to represent City in coordinating this Project with Consulting Engineer/Architect, with authority to transmit instructions and define policies and decisions of City.

SECTION V - GENERAL PROVISIONS

A. TERMINATION

1. Notice: City reserves the right to terminate this Agreement in whole or in part either for cause or for its convenience and without cause or default on the part of Consulting Engineer/Architect, by providing ten (10) days' written notice of such termination to Consulting Engineer/Architect. Upon receipt of such notice from City, Consulting Engineer/Architect shall, at City's option as contained in the notice: (1) immediately cease all Engineering/Architectural Services; or (2) meet with City and, subject to City's approval, determine what Engineering/Architectural Services shall be required of Consulting Engineer/Architect in order to bring the Project to a reasonable termination in accordance with the request of City. Consulting Engineer/Architect shall also provide to City copies of all drawings and documents completed or partially completed at the date of termination.

If City defaults on its obligation under this Agreement, Consulting Engineer/Architect is entitled to terminate this Agreement by providing ten (10) days' written notice.

2. Termination for Cause: If this Agreement is terminated for cause, after notice to Consulting Engineer/Architect, City may take over the Engineering/Architectural Services and prosecute same to completion, by contract or otherwise, for the amount and at the expense of the Consulting Engineer/Architect, and the Consulting Engineer/Architect shall be liable to the City for any and all excess cost sustained by the City by reason of such prosecution and completion. When Consulting Engineer/Architect's services have been so terminated, such termination shall not affect any rights or remedies of the City against Consulting Engineer/Architect then existing or which may later accrue. Similarly, any retention or payment of monies due Consulting Engineer/Architect shall not release Consulting Engineer/Architect from liability.
3. Compensation for Convenience Termination: If City shall terminate for its convenience as herein provided, City shall compensate Consulting Engineer/Architect for all Engineering/Architectural Services satisfactorily completed to date of its receipt of the termination notice and any additional Engineering/Architectural Services requested by City to bring the Project to reasonable termination. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.
4. Compensation for Cause Termination: If City shall terminate for cause or default on the part of Consulting Engineer/Architect, City shall compensate Consulting Engineer/Architect for the reasonable cost of Engineering/Architectural Services satisfactorily completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed. City also retains all its rights and remedies against Consulting Engineer/Architect including but not limited to its rights to sue for damages, interest and attorney fees.
5. Incomplete Documents: Neither Consulting Engineer/Architect, nor its subcontractors shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this Section; Consulting Engineer/Architect having been deprived of the opportunity to complete such documents and certify them as ready for construction.

B. DISPUTE RESOLUTION

City and Consulting Engineer/Architect agree that disputes relative to the Project should 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 shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Consulting Engineer/Architect shall proceed with the Engineering/Architectural Services as per this Agreement as if no dispute existed, and the City shall continue to make payment for Consulting Engineer's/Architect's completed Services; and provided further that no dispute will be submitted to arbitration without both parties' express written consent.

C. OWNERSHIP OF ENGINEERING/ARCHITECTURAL DOCUMENTS

All engineering/architectural documents prepared in connection with this Project shall be the property of the Consulting Engineer/Architect, whether the Project for which they are made is executed or not, however, the Consulting Engineer/Architect will provide City a copy of all final documents, including but not limited to prints and reproductions. Reports, plans, specifications and related documents are Consulting Engineer/Architect's copyrighted instruments, and Consulting Engineer/Architect at his/her option may so identify them by appropriate markings. Provided that Consulting Engineer/Architect is paid in full for its services, then City may subsequently reuse these final documents without any additional compensation or agreement of Consulting Engineer/Architect, however, such reuse without written verification or adaptation by Consulting Engineer/Architect for the specific purpose intended by City shall be at City's sole risk and without liability or legal exposure to Consulting Engineer/Architect whatsoever. City does not take any responsibility for the reuse of documents by others.

D. INSURANCE

1. General

The Consulting Engineer/Architect shall maintain, throughout the duration of this Contract, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Professional Liability may be written on a "claims made" basis. Consulting Engineer/Architect shall provide certificates of insurance and renewals thereof on forms provided by the City or on forms acceptable to the City. The City shall be notified by receipt of written notice from the insurer or the Consulting Engineer/Architect at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.

2. Notice of Claim Reduction of Policy Limits

The Consulting Engineer/Architect, upon receipt of notice of any claim in connection with the Contract, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.

The Consulting Engineer/Architect shall monitor and promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the contract) if the Consulting

Engineer/Architect's limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum amounts required herein. The Consulting Engineer/Architect shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

3. General Liability

Limits -

General Aggregate:	\$ 500,000
Products / Completed Operations:	\$ 500,000
Personal & Advertising Injury:	\$ 500,000
Each Occurrence:	\$ 500,000

Policy MUST include the following conditions:

- a. Commercial General Form
- b. Explosion, Collapse & Underground
- c. Broad Form Contractual / Contractually Assumed Liability
- d. Independent Contractors
- e. Broad Form Property Damage
- f. Pollution Liability (Applicable only to contracts involving pollutants such as asbestos & lead abatement, sludge or other waste abatement, etc.)
- g. Name City of Overland Park as "Additional Insured"**

4. Automobile Liability

Policy shall protect the Consulting Engineer/Architect against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle.

Limits -

Each Accident, Combined Single Limits, Bodily Injury and Property Damage:
Same as General Liability

Policy MUST include the following condition:

Name City of Overland Park as "Additional Insured"

5. Workers' Compensation

This insurance shall protect the Consulting Engineer/Architect against all claims under applicable state workers' compensation laws. The Consulting Engineer/Architect shall also be protected against claims for injury, disease or death of employees for which, for any reason, may not fall within the provisions of workers' compensation law. The policy limits shall not be less than the following:

Workers' Compensation: Statutory

Employers Liability -

Bodily Injury by Accident:	\$ 100,000 Each Accident
Bodily Injury by Disease:	\$ 500,000 Policy Limit

- Bodily Injury by Disease: \$ 100,000 Each Employee
6. Professional Liability

The Consulting Engineer/Architect shall maintain throughout the duration of this Contract, Professional Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00).

7. Industry Ratings

The City will only accept coverage from an insurance carrier who offers proof that it:

- a. Is licensed to do business in the State of Kansas;
- b. Carries a Best's policyholder rating of A- or better; and
- c. Carries at least a Class VIII financial rating.

OR

Is a company mutually agreed upon by the City and Consulting Engineer/Architect.

8. Subcontractors' Insurance

If a part of the Agreement is to be sublet, the Consulting Engineer/Architect shall 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 as and in the minimum amounts designated.

Whichever option is chosen, Consulting Engineer/Architect shall indemnify and hold harmless the City as to any and all damages, claims or losses, including attorney's fees, arising out of the acts or omissions of its subcontractors.

9. Railroad Protective Liability

(Additional requirement applicable when working on railroad property.)

Named Insured: Applicable Railroad

Limits - Bodily Injury & Property Damage: Per Railroad Requirements

10. Aircraft Liability

(Additional requirement applicable for aerial photograph or contract involving any use of aircraft.)

Limits- Single Limit Bodily Injury; Including Passengers; and Property Damage:

\$ 1,000,000 Each Occurrence

Coverage must include all Owned, Hired and Non-Owned Aircraft.

Policy MUST include the following condition:

Name City of Overland Park as "Additional Insured" on the hired and non-owned Aircraft Liability.

E. INDEMNITY

1. Definition: For purposes of indemnification requirements, the term "Loss" shall have the meaning set forth as follows:

"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 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, or are claimed to arise out of or be connected with, the performance of this Agreement whether arising before or after the completion of the Engineering/Architectural Services required hereunder.

2. Indemnity: For purposes of this Agreement, Consulting Engineer/Architect hereby agrees to indemnify, defend and hold harmless the City, its employees and agents from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Consulting Engineer/Architect, its affiliates, subsidiaries, employees, agents and subcontractors/assignees and their respective servants, agents and employees.

It is agreed as a specific element of consideration of this Agreement that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further notwithstanding any theory of law including, but not limited to, a characterization of the 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 the Consulting Engineer/Architect's obligation hereunder shall not include amounts attributable to the fault or negligence of the City or any third party for whom the Consulting Engineer/Architect is not responsible.

In the case of any claims against the City, its employees or agents indemnified under this Agreement, by an employee of the Consulting Engineer/Architect, its affiliates, subsidiaries, or subcontractor/assignees, the indemnification obligation contained in this Agreement shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for the Consulting Engineer/Architect, its affiliates, subsidiaries, or subcontractor/assignees, under workers' compensation acts, disability benefit acts, or other employee benefit acts.

F. AFFIRMATIVE ACTION/OTHER LAWS

1. During the performance of this Agreement, the Consulting Engineer/Architect agrees that:
 - a. Consulting Engineer/Architect shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;
 - b. in all solicitations or advertisements for employees, the Consulting Engineer/Architect shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission");
 - c. if the Consulting Engineer/Architect fails to comply with the manner in which the Consulting Engineer/Architect reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Consulting Engineer/Architect shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City;
 - d. if the Consulting Engineer/Architect is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, the Consulting Engineer/Architect shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City; and
 - e. the Consulting Engineer/Architect shall 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.

The provisions of this section shall not apply to a contract entered into by a Consulting Engineer/Architect:

- who employs fewer than four employees during the term of such contract; or
 - whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.
2. The Consulting Engineer/Architect further agrees that the Consulting Engineer/Architect shall 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.

G. ENTIRE AGREEMENT

This Agreement 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

This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas.

I. ASSIGNMENT OF AGREEMENT

This Agreement shall not be assigned or transferred by Consulting Engineer/Architect without the written consent of the City.

J. NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

K. INDEPENDENT CONTRACTOR

The Consulting Engineer/Architect is an independent contractor and as such is not an agent or employee of the City.

L. WORK PRODUCT FORMAT

1. Project Drawings: Project drawings which are developed by Consulting Engineer/Architect through the use of a Computer Aided Drafting (CAD) System shall be made available to City by providing a Microsoft compatible compact disc. However, due to the potential that the information set forth on the electronic media (disk) can be modified by City, or City consultants, unintentionally or otherwise, Consulting Engineer/Architect shall remove all indices of its ownership, professional corporation name, seal, and/or involvement from each electronic display. For documentation purposes, two sets of an original electronic media (disk) and two (11" x 17" size or larger) duplicate hard copy sets will be prepared. One set will be given to City and one set will be retained by Consulting Engineer/Architect. If City provides such electronic media (disk) to others for any purpose, City shall require the electronic media (disk) to be returned to City upon completion of such use. City recognizes that use of such electronic media (disk) will be at City's sole risk and without any liability risk or legal exposure by Consulting Engineer/Architect.
2. Project Documentation: All documentation provided to the City other than project

drawings shall be furnished on a Microsoft compatible compact disc.

3. "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, unless Consulting Engineer/Architect has provided a floppy disk to City on which City can make changes. 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.

M. FEDERAL LOBBYING ACTIVITIES

(Only applies to projects receiving federal funds via the City)

31 USCA Section 1352 requires all subgrantees, contractors, subcontractors and consultants who receive federal funds via City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan or cooperative agreements. In addition, contract applicants, recipients and subrecipients must file a form disclosing any expenditures they make for lobbying out of non-federal funds during the contract period.

Necessary forms are available from the City's Project Manager and should be returned to City with other final contract documents. It is the responsibility of Consulting Engineer/Architect to obtain executed forms from any of its subcontractors who fall within the provision of the Code and to provide City with the same.

N. COVENANT AGAINST CONTINGENT FEES

Consulting Engineer/Architect warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for Consulting Engineer/Architect, to solicit or secure this Agreement, and that he/she 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 warranty, City may terminate this Agreement without liability or may, in its discretion, deduct from the Contract Price or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

O. COMPLIANCE WITH LAWS

Consulting Engineer/Architect shall abide by all applicable federal, state and local laws, ordinances and regulations applicable to the Engineering/Architectural Services or the Project at the time Services are rendered. Consulting Engineer/Architect shall secure all occupational and professional licenses and permits from public and private sources necessary for the fulfillment of his/her obligations under this Agreement.

P. TITLES, SUBHEADS AND CAPITALIZATION

Title and subheadings as used herein are provided only as a matter of convenience and

shall 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 shall have no legal bearing on the interpretation of such terms.

Q. SEVERABILITY CLAUSE

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

R. EXECUTION OF CONTRACT

The parties hereto have caused this Agreement to be executed in triplicate this ____ day of _____ 2010.

BARTLETT & WEST, INC.

By: Joseph G. Caldwell, P.E.

Vice President

CITY OF OVERLAND PARK, KANSAS

Carl Gerlach, Mayor

ATTEST:

Marian Cook
City Clerk

APPROVED AS TO FORM:

Tammy M. Owens
Senior Assistant City Attorney



SERVICE. THE BARTLETT & WEST WAY.

November 8, 2010

Tony Rome, P.E.
Public Works
City of Overland Park
8500 Santa Fe Drive
Overland Park, KS 66212

Re: Contract Authority

Dear Mr. Rome:

This letter is to confirm that Joe Caldwell, as a vice president of Bartlett & West, has authority to bind the company and sign contracts.

Sincerely,

Keith A. Warta, President

cc: Joe Caldwell

1200 SW EXECUTIVE DRIVE ■ TOPEKA KS 66615-3850

785.272.2252 ■ FAX 785.272.6904 ■ 888.200.6464

WWW.BARTWEST.COM

Exhibit A

Basic Services and Other Matters

Scope of project: This project includes design, plans, and specifications to be used for **rehabilitation of the existing underground stormwater sewer system** located at the four sites identified in the attached exhibits.

The Consulting Engineer shall furnish and perform the various professional duties and services required for the construction of the Project in accordance with all tasks listed in the current City of Overland Park Project Procedures Manual.

General Design Requirements

Plan development stages shall be completed as identified within this document, under "Completion Time", exclusive of delays beyond the consultant's control. The consultant shall submit to the City progress reports at monthly or at mutually agreed intervals in conformity with the official project schedule.

The Design plans shall be signed and sealed by the licensed professional engineer responsible for the preparation of the design plans. 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 must 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 must be referenced to the Johnson County Horizontal Control Network. As part of the design survey all Section Corners and Quarter Section Corners within the project area and others used for project control must be located, reference 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. If a Johnson County Horizontal Control marker may be damaged by construction the County public works department should be notified prior to the bid letting.

Plan Notes - Johnson County Control Bench Marks:

Any Johnson County Benchmarks, Johnson County Horizontal Control monuments and any Section Corner and Quarter Section Corners within the area surveyed for the project must be conspicuously indicated on the plans. All 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.

Task I. Preliminary Design

1.01 Data Collection.

- A. Attend pre-design meeting.
- B. Develop design criteria for the project; prepare design memorandum.
- C. Develop detailed design schedule in a form compatible with MS Project 4.0 or later. Submit copy to City, and provide digital updates at scheduled progress meetings. Include at least the following benchmarks:
 - 1. Survey complete.
 - 2. Data collection complete.
 - 3. Preliminary plans complete.
 - 4. Preliminary plans to all utilities.
 - 5. Field check complete.
 - 6. Legal descriptions to City.
 - 7. First neighborhood meeting.
 - 8. All other agency permit applications submitted.
 - 9. Final plans submitted for review.
 - 10. Project ready for bid.
- D. Schedule and coordinate project activities with the City (where applicable).
- E. Field data collection:
 - 1. Establish land corners.
 - 2. Field surveys.
 - 3. Contact utilities and field locate all utilities.
 - 4. Low opening elevation of adjacent existing structures.
 - 5. Contact homes associations property owners, field locate all irrigation systems.
 - 6. Prepare a base map at a scale of 1" = 20'.
- F. Send the basemap to the Utility Companies to confirm topographical locations.
- G. Ownership and abutting property information:
 - 1. Secure plats (City will provide the plats in the project areas)
 - 2. Obtain ownership information. The Consulting Engineer shall contract with a City approved title company for ownership information investigations. The costs associated with ownership information investigations shall be paid by the Consulting Engineer to the title company. This cost shall be included in the total compensation fee as outlined in Section II of the Engineering/Architectural Services Agreement.
 - 3. Collect record drawings on abutting projects and subdivisions. City

will provide these drawings.

- H. The Consulting Engineer shall contract with a City approved geotechnical firm for sub-surface investigations and foundation recommendations. The costs associated with the work, including field staking boring locations and elevations, shall be paid by the Consulting Engineer to the geotechnical firm. This cost shall be included in the total compensation fee as outlined in Section II of the Engineering/Architectural Services Agreement. (For this project, a geotechnical firm will not be included as a part of the initial scope. If a geotechnical firm is determined as necessary after the initial agreement is executed, an addendum will be required for these services.)
- I. Analyze the storm drainage needs along the project. City to provide as-built plans, design plans, drainage studies, etc. to provide flow and pipe information (EGL, HGL, material, size, slope, etc.) upstream/downstream of the proposed system replacement locations.
 - 1. Determine watershed areas for the existing inlets and pipes that are to be replaced as a part of this project.
 - 2. Determine ultimate development 10-year and 100-year stormwater flows entering the portions of the stormwater drainage system to be replaced as a part of this project.
 - 3. Construct a Hydraflow model for the portion of the underground systems to be replaced. A tailwater depth for the 10-year storm event will be assumed at 6" below the throat opening of the most downstream structure where the system will be replaced, which conforms with APWA Section 5600 design standards.

1.02 Use the base map prepared at a scale of **1" = 20'** showing both contours at **2 foot** intervals and property lines.

- A. Develop preliminary plans:
 - 1. Cover sheet.
 - 2. Typical sections (as applicable).
 - 3. Drainage design
 - a. Drainage area maps.
 - b. Pavement spread calculations.
 - c. Inlet and other structure design calculations.
 - d. Hydraulic & Energy Grade Line calculations.
 - e. Overflow swale capacity calculations. (Intention is to calculate impacts to existing ground sections and not create new swales that contain the overflow within a defined easement.)
 - 6. Plan and Profile sheets
 - a. Plan scale = **1" = 20'**
 - b. Profile scale H = **1" = 20'**; V = **1" = 5'**
 - 7. Preliminary traffic control for construction plan sheets. (Not required for this project. A general note will be added requiring the contractor to submit temporary traffic control plans for approval prior

to beginning work. There are no significant closures or detours required as a part of this project.)

8. Preliminary pavement marking and signing. (None required for this project.)
9. Property lines and owner information.
15. Cross sections every 20 feet for overflow swales (as necessary)
16. General Notes/Recap of Quantities.
17. Survey reference information.
18. Miscellaneous Details.
19. Quality Assurance Review.

1.03 Submit preliminary plans to the City

1.04 Submit preliminary plans to utility companies for their use in preparing for relocations.

1.05 Develop preliminary opinion of probable project costs itemized by unit of work, including right-of-way and contingency.

1.06 Submit 5 copies of preliminary plans and opinion of probable cost to City for review.

A. Plan sets will be provided in:

1. 1 copy of plans in Full Size (22" x 34")
2. 4 copies of plans in Half size (11" x 17")

1.07 Communicate with City not less than bi-weekly as necessary in connection with such preliminary work.

1.08 Field Check to be performed with representatives of the Consulting Engineer and the City at the project site with appropriate detailed plans.

1.09 Right-of-way and easements.

A. Describe right-of-way and easements necessary to complete project.

1. Furnish legal descriptions sealed by an RLS licensed in the state of Kansas. Legal descriptions are also to be provided in a digital format compatible with Microsoft Word 7.0.
2. Furnish necessary title information.
3. Maps and sketches as follows:
 - a. Plan and profile pages showing all proposed takings.
 - b. Individual drawings of takings for each ownership including:
 - (1) Title block.
 - (2) Ownership boundaries.
 - (3) Existing rights-of-ways and easements.
 - (4) Proposed takings identified with text and graphically.
 - (5) Legend for taking type.
 - (6) Graphical scale and north arrow.
 - (7) Ownership information.

(8) Legal description of all takings.

- B. The Consulting Engineer shall stake in the field the location of rights-of-way and/or easements prior to acquisition and construction as requested by the City, and shall meet with appraisers to identify easement and right-of-way locations.

1.10 Public Information:

- A. Attend three neighborhood meetings to explain the project to residents of the project area, and to receive public comments at a time and place arranged for by the City. The City will send out notifications, prepare agenda, and prepare minutes.
 - 1. Prepare exhibits, including preliminary plans (showing right-of-way taking and easements).
 - 2. Have persons available to explain the proposed work and to answer questions.
- B. The Consulting Engineer will be available to meet with City staff and concerned property owners as directed by the City to discuss the project at any time throughout the project.

1.11 Permitting.

- A. Prepare the necessary plans and applications for permit submission to and approval of:
 - 1. Adjoining City (as necessary). (Not required as a part of this project.)
 - 2. Johnson County, Kansas (Not required as a part of this project.)
 - 3. State of Kansas including but not limited to:
 - a. Division of Water Resources.
 - 4. Federal including but not limited to.
 - a. US Army Corps of Engineers 404 (Not required as a part of this project.)
 - b. NPDES.
 - c. Section 4(f) Evaluations. (Not required as a part of this project.)
 - d. FEMA Map Revisions (Not required as a part of this project.)

1.12 Environmental Analysis (Not required as a part of this project.)

- A. Prepare the necessary plans and applications for submission and approval of:
 - 1. Environmental Assessment
 - 2. Environmental Impact Statement
 - 3. Wetlands Analysis

1.13 Utility Coordination

- A. In addition to utility locate during field survey, attend up to three (3) utility coordination meetings. City to send out notifications, prepare agenda, and prepare minutes.
- B. No excavation of utility lines are expected. If necessary, additional costs for such work will be negotiated between the City and the Consulting Engineer separately.

Task II. Final Design

2.01 Prepare detailed plans and specifications.

- A. Cover sheet.
- B. Typical sections (as applicable).
- C. Drainage design
 - 1. Drainage area maps.
 - 2. Pavement spread calculations.
 - 3. Inlet and other structure design calculations.
 - 4. Hydraulic & Energy Grade Line calculations.
 - 5. Overflow swale capacity calculations. (Intention is to calculate impacts to existing ground sections and not create new swales that contain the overflow within a defined easement.)
- D. Stormwater Plan and Profile sheets
 - 1. Plan scale = **1" = 20'**
 - 2. Profile scale H = **1" = 20'**; V = **1" = 5'**
- E. Existing and proposed right-of-way limits.
- F. Property lines and owner information.
- G. Cross sections every 20 feet for overflow swales (as necessary)
- H. Traffic control plan and construction phasing including detour routing for each phase of the project. (Not required for this project. A general note will be added requiring the contractor to submit temporary traffic control plans for approval prior to beginning work. There are no significant closures or detours required as a part of this project.)
- I. Irrigation (lawn sprinkler) restoration plans. (This will be covered by a general note on the plans and no formal plan sheets will be prepared.)
 - 1. Develop plan sheets and specifications showing final irrigation plans.
 - 2. Identify plant materials which will require interim (during construction) irrigation.
 - 3. Develop details and specifications for interim irrigation.
- J. Landscape replacement schedule and subdivision marker replacement details.
- K. Location of existing utilities and underground facilities.

- L. Stormwater Pollution Prevention Plan (SWPP), including erosion and sediment control plans. Plans shall conform to OP design checklists and requirements. SWPPP shall follow Overland Park template and conform to KDHE requirements. Provide 2 copies of SWPPP notebook to the City at time of bidding.
- X. Provide construction details as deemed necessary. (Includes 4 ADA ramp details and 6 intersection detail designs.)
- X-1. General Notes/Recap of Quantities.
- X-2. Survey reference information.
- X-3. Quality Assurance review.
- X-4. Project Manual.
 - 1. Bartlett & West will review technical specifications provided by the City.
 - 2. City provides front end documents and compiles manual.
 - 3. Bartlett & West reproduces the project manual.
- 2.02** Schedule and attend utility coordination meetings as required. (Not required as a part of this project. This item is already addressed by 1.13.)
- 2.03** Prepare a detailed opinion of probable cost.
 - A. Include an appropriate contingency.
 - B. Estimate time required to complete construction.
 - C. Provide input to the City regarding forms for:
 - 1. Proposals
 - 2. Construction contracts.
 - 3. Bonds.
- 2.04** At the completion of the project, furnish to the City the CAD drawings of the project in the Consulting Engineer's digital format and TIFF images in compressed CCITT, group 4 at 200 dpi format for the City's future use. The record contract documents for the project will be the original sealed drawings.
- 2.05** Furnish 5 copies of detailed plans and specifications.
 - A. Plan sets will be prepared in:
 - 1. 1 copy of plans in Full size (22" x 34")
 - 2. 4 copies of plans in Half size (11"x 17")
- 2.06** Communicate with City not less than bi-weekly as necessary during preparation of detailed plans.

Task III. Bidding

- 3.01** Prepare and provide plans and specifications to bidders at cost to recover expenses of duplication and handling.
- 3.02** Attend bid letting.
- 3.03** Prepare written addenda to the bidding documents as required and or requested.
- 3.04** Assist the City in analyzing bids and making recommendation for award of the construction contract.
- 3.05** Prepare a bid tabulation in printed and MS Excel format.

- 3.06** Attend a pre-bid conference. The City will provide notifications, prepare agenda, and prepare minutes.
- 3.07** Arrange a pre-construction conference with City representatives, the successful bidder, and utility companies. The City will provide notifications, prepare agenda, and prepare minutes.

Task IV. Construction Services

- 4.01** Be available for discussion and consultation during the construction phase, but construction observation will be the responsibility of the City of Overland Park.
- 4.02** Review shop drawings and be available for consultation with the City during construction.
- 4.03** Prepare plan revisions as necessitated by conditions encountered in the field during construction, with the exception of traffic control plans.
- 4.04** Prepare final record drawings which reflect:
 - A. All change orders.
 - B. Minor design changes.
 - C. Changes made in the field by City representatives and are marked on the construction plan set.
 - D. Submit updated CAD drawings and TIFF images of the revised sheets.

Completion time: The Consulting Engineer hereby agrees to complete preliminary plans suitable for a public information meeting including easement and right-of-way descriptions and drawings (Task I) by **March 15, 2011** and to complete all work necessary to and including preparation of final plans (Task II) by **July 15, 2011**.

EXHIBIT B

	A	B	C	D	F	I	Q	X	Z	AF	AS	BH	BI
1	Date:	November 8, 2010											
2	By:	Joe Caldwell			Employee Classifications								
3	RE:	17461.001											
4		2011 Major Storm Sewer Repair (Part 2)											
5	#	Scope	Total Hrs	Total Fee	E-VIII \$160/hr	E-V \$119/hr	ET-VI \$88/hr	S-VI \$108/hr	S-IV \$92/hr	ST-III \$51/hr	A-II \$71/hr	Total Hours	Total Fee
6	Task I.	Preliminary Design											
7		1.01. Data Collection.											
8		A. Attend pre-design meeting.	10	\$1,405	6	3	1					10	\$1,405
9		B. Develop design criteria for the project; prepare design memorandum.	3	\$398	1	2						3	\$398
10		C. Develop detailed design schedule in a form compatible with MS Project 4.0 or later. Submit copy to City, and provide digital updates at scheduled progress meetings. Include at least the following benchmarks:	8	\$924	4						4	8	\$924
11		1. Survey complete.	0	\$0								0	\$0
12		2. Data collection complete.	0	\$0								0	\$0
13		3. Preliminary plans complete.	0	\$0								0	\$0
14		4. Preliminary plans to all utilities.	0	\$0								0	\$0
15		5. Field check complete.	0	\$0								0	\$0
16		6. Legal descriptions to City.	0	\$0								0	\$0
17		7. First neighborhood meeting.	0	\$0								0	\$0
18		8. All other agency permit applications submitted.	0	\$0								0	\$0
19		9. Final plans submitted for review.	0	\$0								0	\$0
20		10. Project ready for bid.	0	\$0								0	\$0
21		D. Schedule and coordinate project activities with the City (where applicable).	2	\$320	2							2	\$320
22		E. Field data collection:	284	\$21,676	2	2	40	12	114	114		284	\$21,676
23		1. Establish land corners.	0	\$0								0	\$0
24		2. Field surveys.	0	\$0								0	\$0
25		3. Contact utilities and field locate all utilities.	0	\$0								0	\$0
26		b. Does not include vacuum excavation to determine locations.	0	\$0								0	\$0
27		4. Low opening elevation of all existing structures.	0	\$0								0	\$0
28		5. Contact homes associations property owners, field locate all irrigation systems.	0	\$0								0	\$0
29		6. Prepare a base map at a scale of 1"=20'.											
30		F. Send out basemap to confirm existing utilities.	4	\$407	1		2				1	4	\$407
31		G. Ownership and abutting property information:	0	\$0								0	\$0
32		1. Secure plats	2	\$176			2					2	\$176
33		2. Obtain ownership information for up to 15 properties. The Consulting Engineer shall contract with a City approved title company for ownership information investigations. The costs associated with ownership information investigations shall be paid by the Consulting Engineer to the title company. This cost shall be included in the total compensation fee as outlined in Section II of the Engineering/Architectural Services Agreement.	5	\$567	2		2				1	5	\$567
34		3. City to provide record drawings on abutting projects and subdivisions.	3	\$295		1	2					3	\$295
35		H. The Consulting Engineer shall not contract with a City approved geotechnical firm for sub-surface investigations. If a geotechnical firm is deemed necessary after the original agreement is executed, then an addendum will be required.	0	\$0								0	\$0
36		I. Analyze the storm drainage needs along the project. City to provide as-built plans, design plans, drainage studies, etc. to provide flow and pipe information (HGL, EGL, material, size, slope, etc.) upstream/downstream of the proposed system replacement locations.	0	\$0								0	\$0
37		1. Determine watershed areas for the existing inlets and pipes to be replaced.	16	\$1,656		8	8					16	\$1,656
38		2. Determine ultimate development 10-year and 100-year stormwater flows entering the portions of the stormwater drainage system to be replaced.	11	\$1,350	1	10						11	\$1,350

EXHIBIT B[illegible]

EXHIBIT B

	A	B	C	D	F	I	Q	X	Z	AF	AS	BH	BI
78		b. Individual drawings of takings for each ownership including:	0	\$0								0	\$0
79		(1) Title block.	0	\$0								0	\$0
80		(2) Ownership boundaries.	0	\$0								0	\$0
81		(3) Existing rights-of-ways and easements.	0	\$0								0	\$0
82		(4) Proposed takings identified with text and graphically.	0	\$0								0	\$0
83		(5) Legend for taking type.	0	\$0								0	\$0
84		(6) Graphical scale and north arrow.	0	\$0								0	\$0
85		(7) Ownership information.	0	\$0								0	\$0
86		(8) Legal description of all takings.	0	\$0								0	\$0
		B. The Consulting Engineer shall stake in the field the location of rights-of-way and/or easements (up to 2) prior to acquisition and construction as requested by the City, and shall meet with appraisers to identify easement and right-of-way locations.	14	\$1,106	1		1		6	6		14	\$1,106
87													
88		1.10. Public Information:	0	\$0								0	\$0
		A. Attend three neighborhood meetings to explain the project to residents of the project area, and to receive public comments at a time and place arranged for by the City.	23	\$3,054	10	10	3					23	\$3,054
89													
90		1. Prepare exhibits, including preliminary plans (showing right-of-way taking and easements).	0	\$0								0	\$0
91		2. Have persons available to explain the proposed work and to answer questions.	0	\$0								0	\$0
		B. The Consulting Engineer will be available to meet with City staff and concerned property owners as directed by the City to discuss the project at any time throughout the project. Estimated fee includes 6 hours of engineer time. Anything above the stated time estimated will be considered additional and negotiated at a later date	6	\$714		6						6	\$714
92													
93		1.11. Permitting.	0	\$0								0	\$0
		A. Prepare the necessary plans and applications for permit submission to and approval of:	0	\$0								0	\$0
94													
95		1. State including:	0	\$0								0	\$0
96		a. Division of Water Resources.	9	\$899		4	4				1	9	\$899
97		2. Federal including:	0	\$0								0	\$0
98		a. NPDES.	9	\$899		4	4				1	9	\$899
99		1.12. Environmental Analysis	0	\$0								0	\$0
		A. The Consulting Engineer shall not complete an environmental analysis. If an environmental analysis is deemed necessary after the original agreement is executed, then an addendum will be required.	0	\$0								0	\$0
100													
101		1.13. Utility Coordination	0	\$0								0	\$0
		A. In addition to utility locate during field survey, attend up to three (3) utility coordination meetings.	13	\$1,454		10	3					13	\$1,454
102													
103		B. No excavation of utility lines are expected. If necessary, additional costs for such work will be negotiated between the City and the Consulting Engineer separately.	0	\$0								0	\$0
104	Task II.	Final Design	0	\$0								0	\$0
105		2.01. Prepare detailed plans and specifications.	0	\$0								0	\$0
106		A. Cover sheet.	5	\$471		1	4					5	\$471
107		B. Typical sections.	0	\$0								0	\$0
108		1. Roadway	2	\$176			2					2	\$176
109		2. Drainage Swales	4	\$383		1	3					4	\$383
110		C. Drainage design.	0	\$0								0	\$0
111		1. Drainage area maps. (4 Sheets - 1 for Each Project Site)	6	\$590		2	4					6	\$590
112		2. Pavement spread calculations.	2	\$238		2						2	\$238
113		3. Inlet and other structure design calculations. (No special structures anticipated)	0	\$0								0	\$0
114		4. Hydraulic & Energy Grade Line calculations.	4	\$414		2	2					4	\$414
115		5. Overflow swale capacity calculations.	13	\$1,340	1	4	8					13	\$1,340
116		D. Stormwater Plan and Profile sheets (Includes addressing field check comments)	96	\$9,768	8	24	64					96	\$9,768
117		1. Plan scale = 1"=20'	0	\$0								0	\$0
118		2. Profile scale H = 1"=20'; V = 1"=5'	0	\$0								0	\$0
119		E. Existing and proposed right-of-way limits. (Completed during Preliminary Design)	0	\$0								0	\$0
120		F. Property lines and owner information. (Completed during Preliminary Design)	0	\$0								0	\$0

EXHIBIT B

	A	B	C	D	F	I	Q	X	Z	AF	AS	BH	BI
121		G. Cross sections every 20 feet for overflow swales (as necessary) (Assumes Overflow Swales Outside Street Areas)	34	\$3,384	2	8	24					34	\$3,384
122		H. Traffic control plan and construction phasing including detour routing for each phase of the project. (Not Required For This Project)	0	\$0								0	\$0
123		I. Irrigation (lawn sprinkler) restoration plans. (Will cover with general note - similar to 71st to 74th, Reeds to Maple project.)	0	\$0								0	\$0
124		1. Develop plan sheets and specifications showing final irrigation plans.	0	\$0								0	\$0
125		2. Identify plant materials which will require interim (during construction)	0	\$0								0	\$0
126		3. Develop details and specifications for interim irrigation.	0	\$0								0	\$0
127		J. Landscape replacement schedule and subdivision marker replacement details. (City to provide plant species.)	16	\$1,924	2	12	2					16	\$1,924
128		K. Location of existing utilities and underground facilities. (Completed during survey)	0	\$0								0	\$0
129		L. Stormwater Pollution Prevention Plan (SWPPP), including erosion and sediment control plans. Plans shall conform to OP design checklists and requirements. SWPPP shall follow Overland Park template and conform to KDHE requirements. Provide 2 copies of SWPPP notebook to the City at time of bidding.	19	\$2,047	2	8	8				1	19	\$2,047
130		X. Provide construction details as deemed necessary. (Includes OP Std Details, fence details, 4 ADA Ramp Details & 6 intersection details)	72	\$7,410	2	30	40					72	\$7,410
131		X-1. General notes/Recap of quantities	28	\$2,794	2	6	20					28	\$2,794
132		X-2. Survey reference information (4 Sheets - 1 for Each Project)	2	\$176			2					2	\$176
133		X-3. Quality assurance review	8	\$952		8						8	\$952
134		X-4. Project Manual	0	\$0								0	\$0
135		1. Bartlett & West reviews technical specifications provided by the City.	4	\$476		4						4	\$476
136		2. City provides front end documents and compiles manual.	0	\$0								0	\$0
137		3. Bartlett and West reproduces the project manual.	2	\$190		1					1	2	\$190
138		2.02. Schedule and attend 2 utility coordination meetings.	0	\$0								0	\$0
139		2.03. Prepare a detailed opinion of probable cost.	5	\$636	1	4						5	\$636
140		A. Include an appropriate contingency.	0	\$0								0	\$0
141		B. Estimate time required to complete construction.	0	\$0								0	\$0
142		C. Provide input to the City regarding forms for:	0	\$0								0	\$0
143		1. Proposals.	0	\$0								0	\$0
144		2. Construction contracts.	0	\$0								0	\$0
145		3. Bonds.	0	\$0								0	\$0
146		2.04. At the completion of the project, furnish to the City the CAD drawings of the project in the Consulting Engineer’s digital format and TIFF images in compressed CCITT, group 4 at 200 dpi format for the City’s future use. The record contract documents for the project will be the original sealed drawings.	3	\$336	1		2					3	\$336
147		2.05. Furnish <u>5</u> copies of detailed plans and specifications.	4	\$407	1		2				1	4	\$407
148		A. Plan sets will be prepared in:	0	\$0								0	\$0
149		1. 1 Full size (22” x 34”)	0	\$0								0	\$0
150		2. 4 Half size (11”x 17”)	0	\$0								0	\$0
151		2.06. Communicate with City not less than bi-weekly as necessary during preparation of detailed plans. (Assumes phone call update at least every other week & 2 meetings with City.)	24	\$3,142	10	10	4					24	\$3,142
152			0	\$0								0	\$0
153	Task III.	Bidding	0	\$0								0	\$0
154		3.01. Prepare and provide plans and specifications to bidders at cost to recover expenses of duplication and handling.	4	\$366		1	2				1	4	\$366
155		3.02. Attend bid letting.	3	\$357		3						3	\$357
156		3.03. Prepare written addenda to the bidding documents as required and/or requested.	19	\$2,047	2	8	8				1	19	\$2,047
157		3.04. Assist the City in analyzing bids and making recommendation for award of the construction contract.	2	\$238		2						2	\$238
158		3.05. Prepare bid tabulation in printed and MS Excel format.	5	\$636	1	4						5	\$636
159		3.06. Attend a pre-bid conference.	3	\$357		3						3	\$357

EXHIBIT B

	A	B	C	D	F	I	Q	X	Z	AF	AS	BH	BI
160		3.07. Attend a pre-construction conference with City representatives, the successful bidder, and utility companies.	3	\$357		3						3	\$357
161			0	\$0								0	\$0
162	Task IV.	Construction Services	0	\$0								0	\$0
163		4.01. Be available for discussion and consultation during the construction phase, but construction observation will be the responsibility of the City of Overland Park. (Estimated fee includes 12 hours of engineer time. Anything above the stated time estimated will be considered additional and negotiated at a later date.)	12	\$1,428		12						12	\$1,428
164		4.02. Review shop drawings and be available for consultation with the City during construction. Bartlett & West shall review only the shop drawings that require review by a structural engineer, including the following:	10	\$1,183	1	8					1	10	\$1,183
165		A. Concrete Reinforcing	0	\$0								0	\$0
166		B. Precast Concrete	0	\$0								0	\$0
167		4.03. Prepare plan revisions as necessitated by conditions encountered in the field during construction, with the exception of traffic control plans. (Estimated fee includes 8 hours of engineer time and 8 hours of technician time. Anything above the stated time estimated will be considered additional and negotiated at a later date.)	16	\$1,656		8	8					16	\$1,656
168		4.04. Prepare final record drawings which reflect:	25	\$2,396	1	4	20					25	\$2,396
169		A. All change orders.	0	\$0								0	\$0
170		B. Minor design changes.	0	\$0								0	\$0
171		C. Changes made in the field by City representative and are marked on the construction plan set.	0	\$0								0	\$0
172		D. Submit updated CAD drawings and TIFF images of the revised sheets.	0	\$0								0	\$0
173												0	\$0
174		Subtotal Labor	1252	\$ 125,473.00	109	365	500	20	120	120	18	1252	\$125,473
175	#	Scope	Total Hrs	Total Fee									
176	I	Task I - Preliminary Design	797	\$ 77,198.00									
177		Travel expenses		\$ 825.00									
178		Survey expenses		\$ 3,600.00									
179		CADD expenses @ \$7.00/hr		\$ 1,897.00									
180		Sub-Consultant expenses		\$ 2,250.00									
181		Misc. expenses @ 2% of labor subtotal		\$ 1,544.00									
182		Task I Subtotal Expenses		\$ 10,116.00									
183		Task I Total Expenses and Labor		\$ 87,314.00									
184		Task I Percent of Total Fee Estimate		63%									
185													
186	II	Task II - Final Design	353	\$ 37,254.00									
187		Travel expenses		\$ -									
188		CADD expenses @ \$7.00/hr		\$ 1,337.00									
189		Sub-Consultant expenses		\$ -									
190		Misc. expenses @ 2% of labor subtotal		\$ 745.00									
191		Task II Subtotal Expenses		\$ 2,082.00									
192		Task II Total Expenses and Labor		\$ 39,336.00									
193		Task II Percent of Total Fee Estimate		28%									
194													
195	III	Task III - Bidding	39	\$ 4,358.00									
196		Travel expenses		\$ 350.00									
197		CADD expenses @ \$7.00/hr		\$ 70.00									
198		Sub-Consultant expenses		\$ 1,000.00									
199		Misc. expenses @ 2% of labor subtotal		\$ 87.00									
200		Task III Subtotal Expenses		\$ 1,507.00									
201		Task III Total Expenses and Labor		\$ 5,865.00									
202		Task III Percent of Total Fee Estimate		4%									
203													
204	IV	Task IV - Construction Services	63	\$ 6,663.00									
207		Travel expenses		\$ 145.00									
208		CADD expenses @ \$7.00/hr		\$ 196.00									
209		Misc. expenses @ 2% of labor subtotal		\$ 133.00									
210		Task IV Subtotal Expenses		\$ 474.00									
211		Task IV Total Expenses and Labor		\$ 7,137.00									
212		Task IV Percent of Total Fee Estimate		5%									
213													
214		Total Fee Estimate Labor and Expenses		\$139,652									



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/8/10

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 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 TECHNICAL PROFESSION INSURANCE CO. PO Box 2847 TOPEKA, KS 66601	CONTACT NAME: Jean Barbee
	PHONE (A/C, No, Ext): 785-357-1123 FAX (A/C, No): 785-357-115
	E-MAIL ADDRESS: jbarbee@barbee.org
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Continental Casualty Insurance Co. NAIC # 20443
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

INSURED
BARTLETT & WEST INC.
1200 EXECUTIVE DR
TOPEKA, KS 66605

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Architects & Engineers Professional Liability			AAE-00-431-35-33	07/29/10	07/29/11	\$2,000,000 each claim and \$3,000,000 in the aggregate

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

B&W PN#17461.001 - 2011 Major Storm Sewer Repair (MS-1273)

CERTIFICATE HOLDER

City of Overland Park
Attn: Mary Lou McClanahan
Public Works Department
8500 Santa Fe Drive
Overland Park, KS 66212

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YY)
11/08/2010

PRODUCER IMA of Kansas, Inc. (NE KS) 51 Corporate Woods 9393 W 110th Street, Suite 600 Overland Park, KS 66210	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Bartlett & West, Inc. 1200 SW Executive Dr Topeka, KS 66615-3850	INSURERS AFFORDING COVERAGE INSURER A: Valley Forge Insurance Co. INSURER B: RSUI Indemnity Company INSURER C: Continental Casualty Company INSURER D: INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	C2026149718	07/01/10	07/01/11	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$10,000
					PERSONAL & ADV INJURY \$1,000,000
					GENERAL AGGREGATE \$2,000,000
					PRODUCTS - COMP/OP AGG \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC				
C	AUTOMOBILE LIABILITY	C1077224907	07/01/10	07/01/11	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
B	EXCESS LIABILITY	NHA053440	07/01/10	07/01/11	EACH OCCURRENCE \$4,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$4,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC181723821	07/01/10	07/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER \$1,000,000
					E.L. EACH ACCIDENT \$1,000,000
					E.L. DISEASE - EA EMPLOYEE \$1,000,000
					E.L. DISEASE - POLICY LIMIT \$1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**RE: B&W PN#17461.001 2011 Major Storm Sewer Repair (MS-1273)****City of Overland Park is included as Additional Insured on the General and Automobile Liability****Policies if required by written contract or agreement and with respect to work performed by Insured subject to the policy terms and conditions. The commercial general liability policy includes contractual liability****(See Attached Descriptions)****CERTIFICATE HOLDER**

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

City of Overland Park
Attn: Mary Lou McClanahan,
Public Works Department
8500 Santa Fe Drive
Overland Park, KS 66212-8500

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

assumed by the contract and vicarious liability associated with Independent Contractors, subject to the terms, conditions and exclusions of the policy. The commercial general liability policy does not provide primary protection for subcontractors not otherwise insured.

Insurer A: Valley Forge Insurance Company (A member of CNA Companies) is licensed to do business in the State of Kansas, carries an AM Best's Policyholder and Financial rating of A XV.

Insurer B: RSUI Indemnity Company is licensed to do business in the State of Kansas, carries an AM Best's Policyholder and Financial rating of A XII.

Insurer C: Continental Casualty Company (A member of CNA Companies) is licensed to do business in the State of Kansas, carries an AM Best's Policyholder and Financial rating of A XV.