

## **ENGINEERING/ARCHITECTURAL SERVICES AGREEMENT**

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Overland Park, Kansas, hereinafter "City," and Walter P. Moore and Associates, Inc., hereinafter "Consulting Engineer/Architect." City intends to construct an improvement project in Overland Park, Kansas, described as follows:

### ***2015 Neighborhood Street Reconstruction Program (SR-1228)***

(hereinafter the "Project").

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 above. 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 City Documents and Information. 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.

"City Documents and Information" means all plans designs, drawings, specifications, documents, and data in whatever medium or format, originated and prepared by the Consulting Engineer/Architect.

"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**

### **A. TOTAL FEE**

City agrees to pay Consulting Engineer/Architect an amount not to exceed One Hundred Eighty-Nine Thousand Nine Hundred Sixty and 00/100 Dollars (\$189,960.00), including reimbursables. The fee is based on the performance of the scope of services outlined in Exhibit A, attached hereto and incorporated by reference herein, and shall be billed using hourly rates and equipment charges as set forth in Exhibit B attached herewith, plus direct expenses. In addition, a contingency fee of Ten Thousand and 00/100 Dollars (\$10,000.00) is included to cover items listed in Section II, paragraph C. The total contract amount is One Hundred Ninety-Nine Thousand Nine Hundred Sixty and 00/100 Dollars (\$199,960.00). All work shall be completed on or before December 31, 2015. Payment to Consulting Engineer/Architect shall not exceed the following without prior written consent of City:

Preliminary Design Phase	\$114,950	60.5%
Final Design Phase	\$ 59,560	31.3%
Bidding Phase	\$ 6,950	3.7%
Construction Phase	\$ 8,500	4.5%
TOTAL	\$189,960	100%

**B. REIMBURSABLE EXPENSES**

The Consulting Engineer/Architect shall be reimbursed at the actual cost, not to exceed Five Thousand Three Hundred Ten and 00/100 Dollars (\$5,310.00), for the following: (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.

**C. 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.

**D. 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.

## **E. 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. Except as provided in Section II F, below, City agrees to pay Consulting Engineer/Architect within thirty (30) days of receipt of an undisputed invoice.

## **F. 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.

## **G. 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.

## **H. 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.

## **I. 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 herein 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 herein 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: Daniel L. Brown, 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**

##### **A. 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.

##### **B. ACCESS**

City will provide access for Consulting Engineer/Architect to enter public and private property as necessary and appropriate for the Consulting Engineer/Architect to provide the services contemplated herein.

**C. 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.

**D. 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.

**E. BONDS**

City shall furnish all bond forms required for the Project.

**F. 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 if the default is not remedied by the City after the City has been provided thirty (30) days' written notice of the default.

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 DOCUMENTS

All City Documents and Information prepared by Consulting Engineer/Architect in contemplation of, or in the course of, or as a result of this Agreement or work on the Project, shall be promptly furnished to the City. All City Documents and Information shall be the exclusive property of the City and shall be deemed to be "Works for Hire." Consulting Engineer/Architect hereby assigns all right, title and interest in and to the City Documents and Information, including but not limited to, all copyright and patent rights in and to the City Documents and Information. Neither party grants to the other any express or implied licenses under any patents, copyrights, trademarks, or other intellectual property rights, except to the extent necessary to complete its obligations to the other under this Agreement.

### 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. Commercial General Liability

Limits -

General Aggregate:	\$ 1,000,000
Products / Completed Operations:	\$ 1,000,000
Personal & Advertising Injury:	\$ 500,000
Each Occurrence:	\$ 500,000

Policy **MUST** include the following conditions:

- a. Pollution Liability (Applicable only to contracts involving pollutants such as asbestos & lead abatement, sludge or other waste abatement, etc.)
- b. 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 – (Same as Commercial General Liability)

Combined Single Limits, Bodily Injury and Property Damage - Each Accident

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



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 Agreement 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 Agreement 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. TERM**

The initial term of this Agreement is for two (2) year(s) commencing on the date set forth below.

**S. CASH BASIS/BUDGET**

Notwithstanding anything contained in the Agreement to the contrary, it is understood and agreed by the parties hereto that City is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from funds budgeted and appropriated for such purpose during the City's then current budget Year (i.e. January 1 to December 31) or from funds made available from any lawfully operated, revenue producing source. Should City fail to budget, appropriate or otherwise make available funds for payments due under the Agreement in any budget year, the Agreement shall be deemed terminated on the last day of the then current budget year for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the recurring charges herein agreed upon for which funds have appropriated and budgeted or are otherwise made available. City agrees to notify contractor of such termination, which shall not constitute a default under the Agreement, at least sixty (60) days prior to the end of the City's then current budget year.

**EXECUTION OF CONTRACT**

The parties hereto have caused this Agreement to be executed in triplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF OVERLAND PARK, KANSAS

WALTER P. MOORE AND ASSOCIATES, INC.

\_\_\_\_\_  
Carl Gerlach, Mayor

By: \_\_\_\_\_  
Daniel L. Brown, P.E.  
Principal

ATTEST:

\_\_\_\_\_  
Marian Cook, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Tammy M. Owens, Deputy City Attorney

**Exhibit A**  
**Basic Services and Other Matters**

Scope of project: This project includes design, plans, and specifications to be used for the construction of the 2015 Overland Park Neighborhood Street Reconstruction Program. This project will include reconstruction of **Glenwood Street (151<sup>st</sup> Street to north of 149<sup>th</sup> Terrace), 150<sup>th</sup> Street, Riggs Street, 149<sup>th</sup> Terrace and adjacent cul-de-sacs. Streets will be reconstructed to a minimum 26' wide (typical) section with curb and gutter, street lights, driveway approaches, storm sewer upgrades, and sidewalks on one side.**

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

**General Design Requirements:**

The consultant shall design the Project in conformity with the **applicable portions of the City of Overland Park's "Project Procedure Manual" and the Johnson County Stormwater Management Program**, the current version of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the Secretary, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions.

The Design plans shall be signed and sealed by the licensed professional engineer responsible for the preparation of the design plans. Geological investigations or studies, if necessary, shall be signed and sealed by the licensed Geologist responsible for the preparation of the geological investigations or studies. Rights of way and easement descriptions shall be signed and sealed by the licensed land surveyor responsible for the preparation of the 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, referenced and state plane coordinates determined with GPS equipment. The coordinates and referenced ties shall be shown on the plans and the standard corner reference report submitted to the Kansas State Historical Society, the County Engineer, and cities project engineer within 30 days of the survey as required by state law. 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 1.            PRELIMINARY DESIGN**

**1.01. Data Collection.**

- A. Attend pre-design meeting.
- B. Develop design criteria for the project; prepare design memorandum.
- C. Schedule and coordinate project activities with the City (where applicable).
- D. Notify property owners using door hangers prior to beginning field survey.
- E. Field data collection for the project limits as defined previously:
  - 1. Control surveys.
    - a. Survey research and survey coordination.
    - b. Process control surveys.
    - c. Recover and tie section corners.
    - d. Establish project control points.
    - e. Provide reference ties for project control points.
    - f. Recover project benchmarks.
    - g. Establish temporary benchmarks throughout the project as needed for design surveys.
  - 2. Field surveys.
    - a. Field design surveys of all existing surface topographic features within the project limits.
    - b. Survey existing locatable property corners and include in mapping. Does not include resetting any corners.
    - c. Download and process design surveys.
    - d. Develop existing surface from surveys.
    - e. Provide miscellaneous pick-up surveys for critical areas outside original project limits as preliminary design progresses.
    - f. Prepare and submit to governmental agencies a certified land corner record for each section corner recovered and used on this project.
  - 3. Contact Kansas One-Call, WaterOne, and the City to coordinate marking of underground utilities and field locate all marked or visible utilities.
  - 4. Low opening elevation of existing structures adjacent to storm sewer system and at low points.
  - 5. Off-site storm sewer structures and swales adjacent to the project.
  - 6. Field locate visible irrigation systems.
  - 7. Contact utilities, obtain record facility maps, and inquire about planned upgrades.
  - 8. Coordinate and survey utility pothole locations needed for design (assumes 2 trips).
  - 9. Compile project photos of existing conditions (driveways, landscaping, miscellaneous adjacent property features, grading, etc.).

- F. Ownership and abutting property information.
  - 1. Secure plats.
  - 2. Obtain ownership information from the City. 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 contingency fee as outlined in Section II of the Engineering / Architectural Services Agreement.
  - 3. Collect record drawings on abutting projects and developments.
- G. Review all available plans, previous studies, and pertinent information regarding the Project.
- H. Analyze the storm drainage needs along the Project.
  - 1. Determine watershed areas for all streams and basins draining onto the proposed roadway.
  - 2. Determine ultimate development stormwater flows crossing or entering the proposed roadway.
  - 3. Create existing conditions hydraulic model.
    - a. Analyze gutter spread at critical locations along project for 10-year (gutter spread) and 100-year (flood protection for homes) storm events.
    - b. Analyze enclosed system pipe capacity for 5-year and 10-year storm events.
    - c. Analyze overflow swales within project area for 100-year flood protection of adjacent homes.
  - 4. Prepare drainage memorandum to summarize findings and recommendations.
- I. Preliminary Geometrics.
  - 1. Develop preferred horizontal alignments for residential streets.
  - 2. Create vertical profiles for residential streets that minimize impacts to adjacent properties.
  - 3. Analyze sidewalk locations that minimize impacts to adjacent properties. Prepare base map at a scale of 1"=20' showing contours at 1-foot intervals, surveyed topographic features, property owner information, utility service lines and property and easement lines.

**1.02. Prepare preliminary plans.**

- A. Cover sheet.
- B. General notes and legend.
- C. Survey reference information sheet.
- D. Typical sections.
- E. Pavement design shall be the responsibility of the City.
- F. Surface drainage design.
  - 1. Drainage area map.

2. Drainage calculations, including EGL.
  3. Storm sewer profiles.
  4. Review storm sewer system condition assessment performed by City. Identify storm sewer structures and pipes requiring maintenance or replacement and incorporate recommended improvements into the plans.
- G. Plan and Profile sheets.
1. Plan scale = 1"=20'
  2. Profile scale H = 1"=20'; V = 1"=5'
- H. Driveway profiles, included in the cross sections (Assumes up to 65 Driveways).
- I. ADA ramp layouts.
- J. Preliminary temporary traffic control for construction plan sheets.
- K. Preliminary street lighting.
1. Pole locations.
  2. Define design parameters.
- L. Preliminary pavement marking and signing.
- M. Cross sections every 25 feet showing existing utilities, earthwork areas and grade break information.
- 1.03.** Perform quality assurance review.
- 1.04.** Submit preliminary plans to utility companies for their use in preparing for relocations (Assumes no more than 10 sets of half-size plans).
- 1.05.** Develop preliminary opinion of probable project costs itemized by unit of work, including contingency.
- 1.06.** Submit preliminary plans and opinion of probable cost to City for review.
- 1.07.** Meet with City as necessary in connection with such preliminary work. Two (2) meetings with two (2) people for two (2) hours with meeting minutes prepared and distributed.
- 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 (85 Tracts – Assumes 100% will require temporary construction easements and up to 10% will require permanent easements and/or right-of-way).
    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. Maps and sketches as follows:
      - a. Right-of-Way Plans. Update "Field Check" plans and profile pages to reflect all proposed takings. Assumes no more than 1 full-size and 3 half-size sets.

- 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.
  - 3. Furnish easement documents in a digital format compatible with Microsoft Word 7.0.
  - 4. Furnish latest deed information from Johnson County RTA at time of legal document submittal.
  - 5. Provide two (2) copies of legal descriptions, easement documents and exhibits to City for distribution and execution.
  - B. The Consulting Engineer shall stake in the field the location of rights-of-way and/or permanent easements prior to acquisition and construction as requested by the City, and shall meet with appraisers to identify easement and right-of-way locations. Easement staking, including temporary easements, permanent rights-of-way, and staking of structures or other items for utilities and eminent domain services are NOT considered part of the Basic Scope of Services and shall be compensated as Extra Work as stipulated in Section II of this agreement.
- 1.10.** Stake in the field, the centerline of all streets at 100-foot intervals as a horizontal reference for utilities and other entities that may need this information.
- 1.11.** Public Information:
- A. Prepare for and attend three (3) public meetings to explain the project to residents of the project area, and to receive public comments at a time and place arranged by the City. The meetings will be held following field check, during right-of-way and easement acquisition, and prior to construction start.
    - 1. Prepare all necessary exhibits, documents and plans (showing right-of-way taking and easements).
    - 2. Have persons available to explain the proposed work and to answer questions. Three (3) people for two (2) hour meetings along with setup time is budgeted.
  - B. The Consulting Engineer will be available to meet with City staff and critical stakeholders as directed by the City to discuss the project at any time throughout the project. Two (2) meetings with one (1) person for two (2) hours are budgeted.
- 1.12.** Prepare the necessary plans and applications for permit submission to and approval of NPDES through KDHE.



**TASK 2.            FINAL DESIGN**

- 2.01.** Prepare detailed plans and specifications.
- A. Cover sheet.
  - B. General notes and legend.
  - C. Survey reference information sheet.
  - D. Typical sections.
  - E. Pavement design shall be the responsibility of the City.
  - F. Surface drainage design.
    - 1. Finalize system layout and pipe profiles.
    - 2. Update plan notes and drainage calculations.
  - G. Plan and Profile sheets.
    - 1. Plan scale = 1"=20'
    - 2. Profile scale H = 1"=20'; V = 1"=5'
  - H. Final driveway profiles, included in the cross sections.
  - I. Driveway replacement schedule.
  - J. Intersection details.
  - K. ADA ramp details.
  - L. Final temporary traffic control for construction plan sheets.
  - M. Final street lighting.
    - 1. Pole locations.
    - 2. Define design parameters.
    - 3. Circuit information including control center locations.
  - N. Final pavement marking and signing.
  - O. Final cross sections and grading limits.
  - P. Staged erosion and sediment control (ESC) plans.
  - Q. Standard and special details.
- 2.02.** Review project manual for completeness and accuracy. Assumes City will prepare project manual and update as needed.
- 2.03.** Perform final plan quantity takeoffs and develop quantity summary tables.
- 2.04.** Perform quality assurance review.
- 2.05.** 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 manual to the City at time of bidding.
- 2.06.** Schedule and attend three (3) utility coordination meetings. These meetings will include a preliminary plan review, a final plan review meeting and a status meeting.

- A. Assumes 2 people for 3 hours with meeting minutes prepared and distributed for each meeting.
  - B. Preparation for meeting, agendas and list of conflicts table for each meeting.
  - C. Submit right-of-way plans to utility companies for their use in preparing for relocations (Assumes no more than 10 sets of half-size plans).
  - D. Assist utilities with conflict coordination.
    - 1. Provide electronic base maps to all utilities for their use in developing relocation plans.
    - 2. Compile a master utility relocation drawing from the individual utility's electronic relocation plans provided above. These plans are intended to facilitate timely and more accurate coordination among utilities and are NOT intended for construction or locating purposes. The Consulting Engineer does NOT guarantee the accuracy of these compiled utility drawings nor the possible conflicts not indicated in these plans.
  - E. Correspondence with the Utilities on project related items via phone, fax, email, and mail. Assumes two (2) hours per week for 20 weeks.
- 2.07.** Prepare a detailed opinion of probable cost.
- 2.08.** 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.
- 2.09.** Furnish up to 12 copies of detailed plans and specifications. These shall include no more than 4 full size sets (22" x 34") and 8 half size sets (11" x 17"). Eight (8) copies of these Contract Documents are to be used for the Contractor's execution and City's distribution.
- 2.10.** Meet with City as necessary during preparation of detailed plans. Two (2) meetings with two (2) people for two (2) hours with meeting minutes prepared and distributed.
- 2.11.** Correspondence with the City on project related items via phone, fax, email, and mail. Assumes two (2) hours per week for 20 weeks.

**TASK 3.            BIDDING**

- 3.01.** Prepare and provide plans and specifications in either or both hard copy and electronic (.pdf) formats to bidders at cost to recover expenses of duplication and handling.
- 3.02.** Supply plans and specifications in electronic (.pdf) format to Plan Rooms.
- 3.03.** Respond to bidder's requests for information during the bidding process.
- 3.04.** Maintain bid holders list and attend bid letting.
- 3.05.** Prepare written addenda to the bidding documents as required and or requested.
- 3.06.** Assist the City in analyzing bids and making recommendation for award of the construction contract.
- 3.07.** Prepare a bid tabulation in printed and MS Excel format.

**3.08.** Arrange for and attend a pre-bid conference.

**3.09.** Arrange for, attend, and prepare meeting minutes for a pre-construction conference with City representatives, the successful bidder, and utility companies.

**TASK 4.                    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 minor 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.

**4.05.** Participate in final walk-through inspection. Does not include meeting minutes or preparing "punch list".

**4.06.** Submit updated CAD drawings, TIFF images of the revised sheets, and GIS shape files.

**4.07.** Attend construction progress meetings as directed by the City. Six (6) meetings with one (1) person for two (2) hours are budgeted.

**Completion time:** The Consulting Engineer hereby agrees to complete preliminary plans including easement and right-of-way descriptions and drawings (Task I) by August 22, 2014 and to complete all work necessary to and including preparation of final plans (Task II) by December 5, 2014.

**EXHIBIT B - SCOPE OF SERVICES AND PROJECT FEE ESTIMATE**  
**City of Overland Park**  
**2015 Neighborhood Street Reconstruction Program**

1/27/2014 SRS

Item of Work	Job Titles						Tot Labor Costs	Reimb. Expenses	Sub-Consultant Expenses	Total MHs
	Team Director	Project Manager	Graduate Engineer	Senior CADD Tech.	Software Dev.	Admin. Asst.				
	175	140	110	110	140	70				

**TASK 1. Preliminary Design**

<b>1.01. Data Collection.</b>									
A. Attend pre-design meeting. (Assumes 2 people for 2 hours with meeting minutes prepared and distributed.)	3	5					1,225	50	8
B. Develop design criteria for the project and prepare design memorandum.		1					140		1
C. Schedule and coordinate project activities with the City.		1					140		1
D. Notify property owners using door hangers prior to beginning field survey.		2	4			2	860	100	8
E. Field data collection for the project limits as defined previously:									
1. Control Surveys.									
a. Survey research and survey coordination.									
b. Process control surveys.									
c. Recover and tie section corners.									
d. Establish project control points.									
e. Provide reference ties for project control points.									
f. Recover project benchmarks.									
g. Establish temporary benchmarks throughout the project as needed for design surveys.									
2. Field surveys.									
a. Field design surveys of all existing surface topographic features within the project limits.									
b. Survey existing locatable property corners and include in mapping. Does not include resetting any corners									
c. Download and process design surveys.									
d. Develop existing surface from surveys.									
e. Provide miscellaneous pick-up surveys for critical areas outside original project limits as preliminary design progresses.									
f. Prepare and submit to governmental agencies a certified land corner record for each section corner recovered and used on this project.									
3. Contact Kansas One-Call, WaterOne, and the City to coordinate marking of underground utilities and field locate all marked or visible utilities.									
4. Low opening elevation of all existing structures adjacent to storm sewer system and at low points.									
5. Off-site storm sewer structures and swales adjacent to the project.									
6. Field locate visible irrigation systems.									
7. Contact utilities, obtain record facility maps, and inquire about planned upgrades.		2	4				720	50	6
8. Coordinate and survey utility pothole locations needed for design (assumes 2 trips).		2	2				500		4
9. Compile project photos of existing conditions (driveways, landscaping, miscellaneous adjacent property features, grading, etc.).		4	4				1,000		8
F. Ownership and abutting property information.		2					280		2
1. Secure plats.									
2. Obtain ownership information from the City. The costs associated with ownership information investigations shall be included in the contingency fee as outlined in Section II of the Engineering / Architectural Services Agreement.									
3. Collect record drawings on abutting projects and developments.									
G. Review all available plans, previous studies, and pertinent information regarding the Project.		2	2				500		4
H. Analyze the storm drainage needs along the Project.									
1. Determine watershed areas for all streams and basins draining onto the proposed roadway.		2	8				1,160		10
2. Determine ultimate development stormwater flows crossing or entering the proposed roadway.		1	4				580		5
3. Create existing conditions hydraulic model.									
a. Analyze gutter spread at critical locations along project for 10-year (gutter spread) and 100-year (flood protection for homes) storm events.		2	8				1,160		10
b. Analyze enclosed system pipe capacity for 5-year and 10-year storm events.	1	4	16				2,495		21

**Lovlace & Associates**

16,800

**EXHIBIT B - SCOPE OF SERVICES AND PROJECT FEE ESTIMATE**

City of Overland Park

2015 Neighborhood Street Reconstruction Program

1/27/2014

SRS

Item of Work	Job Titles						Tot Labor Costs	Reimb. Expenses	Sub-Consultant Expenses	Total MHs
	Team Director	Project Manager	Graduate Engineer	Senior CADD Tech.	Software Dev.	Admin. Asst.				
	175	140	110	110	140	70				
c. Analyze overflow swales within project area for 100-year flood protection of adjacent homes.	1	2	8				1,335		11	
4. Prepare drainage memorandum to summarize findings and recommendations.		4	4				1,000		8	
I. Preliminary geometrics.										
1. Develop preferred horizontal alignments for residential streets.		1	4				580		5	
2. Create vertical profiles for residential streets that minimize impacts to adjacent properties.	2	4	8	8			2,670		22	
3. Analyze sidewalk locations that minimize impacts to adjacent properties.	2	4	4	8			2,230		18	
1.02. Prepare base map at a scale of 1"=20' showing contours at 1-foot intervals, surveyed topographic features, property owner information, utility service lines and property and easement lines.		2	4	12			2,040	4,200	18	
1.03. Prepare preliminary plans.										
A. Cover sheet.		1		4			580		5	
B. General notes and legend.		1		4			580		5	
C. Survey reference information sheet.		1		8			1,020		9	
D. Typical sections (2 Sheets).		1		8			1,020		9	
E. Pavement design shall be the responsibility of the City.										
F. Surface drainage design.										
1. Drainage area map.		1	2	4			800		7	
2. Drainage calculations, including HGL.		2	12	2			1,820		16	
3. Storm sewer profiles.		2	4	16			2,480		22	
4. Review storm sewer system condition assessment performed by City. Identify storm sewer structures and pipes requiring maintenance or replacement and incorporate recommended improvements into the plans.		2	1	2			610		5	
G. Plan and profile sheets (14 Sheets).		8	16	32			6,400		56	
1. Plan Scale 1"=20'										
2. Profile Scale Horiz. 1"=20, Vert. 1"=5'										
H. Driveway profiles (65 Driveways).		4	16	12			3,640		32	
I. ADA ramp layouts (11 Ramps).		1	4	2			800		7	
J. Preliminary temporary traffic control for construction plan sheets.		1	4	8			1,460		13	
K. Preliminary street lighting.										
		<b>Smith &amp; Boucher</b>							3,400	
L. Preliminary pavement marking and signing (1" = 50' scale plan sheets).		1	4	4			1,020		9	
M. Cross sections every 25 feet showing existing utilities, earthwork areas and grade break information.		4	8	20			3,640		32	
1.04. Perform quality assurance review.	4	4					1,260		8	
1.05. Submit preliminary plans to utility companies for their use in preparing for relocations (Assumes no more than 10 sets of half-size plans).		2	4	4			1,160	500	10	
1.06. Develop preliminary opinion of probable project costs itemized by unit of work, including contingency.	1	4	4				1,175		9	
1.07. Submit preliminary plans and opinion of probable cost to City for review.		1		1			250	150	2	
1.08. Meet with City as necessary in connection with such preliminary work. Two (2) meetings with two (2) people for two (2) hours with meeting minutes prepared and distributed.	6	10					2,450		16	
1.09. Field Check to be performed with representatives of the Consulting Engineer and the City at the project site with appropriate detailed plans.	8	8					2,520	50	16	
1.10. Right-of-way and easements.							0		0	
A. Describe right-of-way and easements necessary to complete project (85 Tracts – Assumes 100% will require temporary construction easements and up to 10% will require permanent easements and/or right-of-way).										
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.		12	4				2,120	6,250	16	
2. Maps and sketches.										
a. Right-of-Way Plans. Update "Field Check" plans and profile pages to reflect all proposed takings. Assumes no more than 1 full-size and 3 half-size sets.		4	8	8			2,320	200	20	

**EXHIBIT B - SCOPE OF SERVICES AND PROJECT FEE ESTIMATE**

City of Overland Park

2015 Neighborhood Street Reconstruction Program

1/27/2014

SRS

Item of Work	Job Titles						Tot Labor Costs	Reimb. Expenses	Sub-Consultant Expenses	Total MHs
	Team Director	Project Manager	Graduate Engineer	Senior CADD Tech.	Software Dev.	Admin. Asst.				
	175	140	110	110	140	70				
b. Prepare individual drawings showing takings for each ownership tract. These shall include: (1) Title block, (2) Ownership boundaries, (3) Existing rights-of-way and easements indicated, (4) Proposed takings identified with text and graphically, (5) Legend for type of taking, (6) Graphical scale and north arrow, (7) Ownership information.		4	8	48			6,720		60	
3. Furnish easement documents in a digital format compatible with Microsoft Word 7.0.		2	4				720		6	
4. Furnish latest deed information from Johnson County RTA at time of legal document submittal.		2	4				720	450	6	
5. Provide two (2) copies of legal descriptions, easement documents and exhibits to City for distribution and execution.		1	3				470	100	4	
B. Easement staking, including temporary easements, permanent rights-of-way, and staking of structures or other items for utilities and eminent domain services are <b>NOT</b> considered part of the Basic Scope of Services and shall be compensated as <b>Extra Work</b> as stipulated in Section II of this agreement.										
1.11. Centerline staking of all streets at 100-foot intervals as a horizontal reference for utilities.		1		1			250	2,000	2	
1.12. Public Information.										
A. Prepare for and attend three (3) public meeting 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.										
1. Prepare all necessary exhibits, documents and plans.		8	16	16		4	4,920	1,000	44	
2. Have persons available to explain the proposed work and to answer questions. Three (3) people for two (2) hour meetings along with setup time is budgeted.	8	8	8				3,400	100	24	
B. The Consulting Engineer will be available to meet with City staff and critical stakeholders as directed by the City to discuss the project at any time throughout the project. Two (2) meetings with one (1) person for two (2) hours are budgeted.		4					560	50	4	
1.13. Prepare the necessary plans and applications for permit submission to and approval of NPDES through KDHE.		1	4	2			800		7	
<b>SUBTOTAL PRELIMINARY DESIGN</b>	36	153	222	234	0	6	\$78,300	\$2,800	\$33,850	651

**TASK 2. Final Design**

2.01. Prepare detailed plans and specifications.										
A. Cover sheet.				1			110		1	
B. General notes and legend.		1		2			360		3	
C. Survey reference information sheet.										
D. Typical sections.				2			220		2	
E. Pavement design shall be the responsibility of the City.										
F. Surface drainage design.										
1. Finalize system layout and pipe profiles.		1	4	4			1,020		9	
2. Update plan notes and drainage calculations.			2				220		2	
G. Plan and profile sheets.	4	4	8	12			3,460		28	
1. Plan Scale 1"=20'										
2. Profile Scale Horiz. 1"=20, Vert. 1"=5'										
H. Final driveway profiles (includes minor adjustments needed due to design changes).		2	8	4			1,600		14	
I. Develop driveway replacement schedule. Includes sod, tree and shrub replacement information on a per tract basis.		1	4	4			1,020		9	
J. Intersection details with pavement dimensions, stations, and offsets indicated. Also includes curb return stations, elevations, curb type (wet/dry), and drainage flow arrows. Assumes up to (5) intersections.		4	24	12			4,520		40	
K. ADA ramp details.		4	12	8			2,760		24	
L. Final temporary traffic control for construction plan sheets (add construction phasing and traffic control notes as necessary).		2	4	2			940		8	
M. Final street lighting.	<b>Smith &amp; Boucher</b>								5,100	

**EXHIBIT B - SCOPE OF SERVICES AND PROJECT FEE ESTIMATE**

City of Overland Park

2015 Neighborhood Street Reconstruction Program

1/27/2014

SRS

Item of Work	Job Titles						Tot Labor Costs	Reimb. Expenses	Sub-Consultant Expenses	Total MHs
	Team Director	Project Manager	Graduate Engineer	Senior CADD Tech.	Software Dev.	Admin. Asst.				
	175	140	110	110	140	70				
N. Final pavement marking and signing (1" = 50' scale plan sheets).		1	4	4			1,020			9
O. Final cross sections and grading limits.		4	8	8			2,320			20
P. Staged erosion and sediment control (ESC) plans.		2	16	8			2,920			26
1. Create narrative explanation of the ESC plan.										
2. Include before and after construction ESC staging notes on the plans.										
Q. Standard and special details.		2	4	8			1,600			14
2.02. Review project manual for completeness and accuracy. Assumes City will prepare project manual and update as needed.		6					840			6
2.03. Perform final quantity takeoffs and develop quantity summary tables.		2	8	4			1,600			14
2.04. Perform quality assurance review.	4	4					1,260			8
2.05. Stormwater Pollution Prevention Plan (SWPP), including erosion and sediment control plans.		1	6				800			7
2.06. Schedule and attend up to three (3) utility coordination meetings.										
A. Assumes 2 people for 3 hours with meeting minutes prepared and distributed for each meeting.	4	12	8				3,260	100		24
B. Preparation for meeting, agendas and list of conflicts table for each meeting.		6	8				1,720			14
C. Submit right-of-way plans to utility companies for their use in preparing for relocations (Assumes no more than 10 sets of half-size plans).		2	4	4		1	1,230	500		11
D. Assist utilities with conflict coordination.										
1. Provide electronic base maps to all utilities for their use in developing relocation plans.		1	1	2			470			4
2. Compile a master utility relocation drawing from the individual utility's electronic relocation plans provided above. These plans are intended to facilitate timely and more accurate coordination among utilities and are NOT intended for construction or locating purposes. The Consulting Engineer does NOT guarantee the accuracy of these compiled utility drawings nor the possible conflicts not indicated in these plans.		2	8	8			2,040	500		18
E. Correspondence with the Utilities on project related items via phone, fax, email, and mail. Assumes two (2) hours per week for 20 weeks.		24	16				5,120			40
2.07. Prepare a detailed opinion of probable cost.		2	2				500			4
2.08. 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.		1	1	2			470			4
2.09. Furnish up to 12 copies of detailed plans and specifications. These shall include no more than 4 full size sets (22" x 34") and 8 half size sets (11" x 17"). Eight (8) copies of these Contract Documents are to be used for the Contractor's execution and City's distribution.		1	2	2			580	1,000		5
2.10. Meet with City as necessary during preparation of detailed plans. Two (2) meetings with two (2) people for two (2) hours with meeting minutes prepared and distributed.	6	10					2,450	50		16
2.11. Correspondence with the City on project related items via phone, fax, email, and mail. Assumes two (2) hours per week for 20 weeks.	8	32					5,880			40
<b>SUBTOTAL FINAL DESIGN</b>	<b>26</b>	<b>134</b>	<b>162</b>	<b>101</b>	<b>0</b>	<b>1</b>	<b>\$52,310</b>	<b>\$2,150</b>	<b>\$5,100</b>	<b>424</b>

**TASK 3. Bidding**

3.01. Prepare and provide plans and specifications in either or both hard copy and electronic (.pdf) formats to bidders at cost to recover expenses of duplication and handling.		1	2	4			800			7
3.02. Supply plans and specifications in electronic (.pdf) format to Plan Rooms.		1	2			1	430	100		4
3.03. Respond to bidder's requests for information during the bidding process.	1	6					1,015			7
3.04. Maintain bid holders list and attend bid letting.		4				1	630	20		5
3.05. Prepare written addenda to the bidding documents as required and or requested.	1	4	4				1,175			9
3.06. Assist the City in analyzing bids and making recommendation for award of the construction contract.		2					280			2

**EXHIBIT B - SCOPE OF SERVICES AND PROJECT FEE ESTIMATE**  
**City of Overland Park**  
**2015 Neighborhood Street Reconstruction Program**

1/27/2014 SRS

Item of Work	Job Titles						Tot Labor Costs	Reimb. Expenses	Sub-Consultant Expenses	Total MHs
	Team Director	Project Manager	Graduate Engineer	Senior CADD Tech.	Software Dev.	Admin. Asst.				
	175	140	110	110	140	70				
3.07. Prepare a bid tabulation in printed and MS Excel format.		1	2				360			3
3.08. Arrange for and attend a pre-bid conference.	2	4					910	20		6
3.09. Arrange for, attend, and prepare meeting minutes for a pre-construction conference with City representatives, the successful bidder, and utility companies.	2	6					1,190	20		8
<b>SUBTOTAL BIDDING</b>	6	29	10	4	0	2	\$6,790	\$160	\$0	51

**TASK 4. 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.		8					1,120			8
4.02. Review shop drawings and be available for consultation with the City during construction.		2	6				940			8
4.03. Prepare minor plan revisions as necessitated by conditions encountered in the field during construction, with the exception of traffic control plans.		2	4	4			1,160			10
4.04. Prepare one set of final record drawings which reflect: a) All change orders, b) Minor design changes, c) Minor changes made in the field by City representatives and which are clearly marked on the construction plan set. Furnish to the City one full-size set of revised sheets (no mylars).		2	4	8			1,600	50		14
4.05. Participate in final walk-through inspection. Does not include meeting minutes or preparing "punch list".		4					560			4
4.06. Furnish to the City the CAD drawings of the project in the Consulting Engineer's digital format, TIFF images (in compressed CCITT, group 4 at 200 dpi format), and GIS shape files for the City's future use.		1	2	8			1,240			11
4.07. Attend construction progress meetings as directed by the City. Six (6) meetings with one (1) person for two (2) hours are budgeted.		12					1,680	150		12
<b>SUBTOTAL CONSTRUCTION SERVICES</b>	0	31	16	20	0	0	\$8,300	\$200	\$0	67

<b>TOTAL</b>	68	347	410	359	0	9	\$145,700	\$5,310	\$38,950	1,193
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<b>CONTINGENCY</b>										\$10,000
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<b>GRAND TOTAL</b>										\$199,960
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**EXHIBIT 'B'**  
**2015 Neighborhood Street Reconstruction Program**  
**Assumptions and Project Schedule**

**Assumptions:**

1. Design and construction documents to use English units.
2. Plans and contract documents for one construction project with single letting.
3. City of Overland Park will administer this project and it will follow the City's Project Procedures Manual.
4. Streets will use standard City residential rehab section.
5. Does not include any traffic calming analysis or measures.
6. Does not include any pavement design or pavement analysis or any life cycle cost analysis. Assumes standard City pavement sections will be used.
7. Does not include development or analysis of mix designs for pavement components.
8. Centerline staking will only be necessary immediately before utility relocations are to begin.
9. Assumes permitting for the project will be limited to a NPDES permit.
10. Does not include an environmental impact statement, historical or environmental analysis, or any identification of or mitigation for wetlands or other aquatic habitat.
11. Does not include any utility design, including any sanitary sewer (except lid adjustments and main encasements) or water.
12. Does not include any landscape, irrigation, or streetscaping design or coordination.
13. Does not include construction monitoring (beyond that specifically listed in Task IV).
14. Does not include any time or expenses for the actual subsurface utility exploration "potholing".
15. Does not include any structural design of "special" storm sewer inlets or junction boxes.
16. Assumes temporary construction easements will be strip easements on platted properties only.
17. Does not include resetting any property corners.
18. Does not include any public involvement surveys, newsletters, or website.
19. Does not include any ADA compliance review during Construction Services.
20. Does not include any structural design or special details for retaining walls.
21. Assumes City will prepare and update the project manual including technical specifications and special provisions.

**Drainage Assumptions:**

1. Proposed storm pipe extensions will be sized assuming that the upstream and downstream systems have capacity for the 10-yr event. The hydraulic grade line in the downstream inlet will be assumed to be 0.5 feet below the structure opening.
2. Proposed storm sewer pipes will be sized to provide capacity for the 10%-chance exceedance (10-yr) runoff unless a variance is obtained.
3. Gutter spread analysis will be performed per the OPMC for the 10%- (10-yr) & 1%- (100-yr) chance exceedance events. Spread calculations will be based on uniform flow and not address any flow interactions from existing stormwater sewer systems.
4. Water surface profiles will not be generated.
5. Upstream pipe hydraulics will not be modeled.

**Project Schedule:**

Notice to Proceed	February 4, 2014
Preliminary Design Phase	June 13, 2014
Final Design Phase	December 5, 2014
Bidding Phase	January 2014
Construction Phase	March 2014