

## **ENGINEERING/ARCHITECTURAL SERVICES AGREEMENT**

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

### ***167<sup>th</sup> and US 69 Interchange (TH-1026)*** (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 Three Hundred Twenty-Nine Eight Hundred Fifty and No/100s Dollars (\$329,850.00), 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. All work shall be completed on or before March 31, 2015.

### **B. REIMBURSABLE EXPENSES**

The Consulting Engineer/Architect shall be reimbursed at the actual cost, not to exceed Two Thousand One Hundred and No/100s Dollars (\$2,100.00), 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 not part of this project. Exhibit A attached hereto and incorporated herein by reference describes the services required for this project.
- 2.

**C. BIDDING PHASE**

1. Services: The services to be provided during this phase are not part of this project. Exhibit A attached hereto and incorporated herein by reference describes the services required for this project.
- 2.

**D. CONSTRUCTION PHASE**

1. In-house Administration and Inspection: The services to be provided during this phase are not part of this project. Exhibit A attached hereto and incorporated herein by reference describes the services required for this project.

**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: Cameron McGowen. 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 as a deliverable under 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. The parties agree and acknowledge that unless noted in the purpose of this Agreement or the Scope of Work the City Documents and Information are not intended or represented to be suitable for reuse by the City or others on any other project. Any use except for the specific purpose intended by the Agreement will be at the user's sole risk and without liability or legal exposure to Consultant. 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

- a. Policy MUST include the following conditions: 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.

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 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**

All work shall be completed on or before March 31, 2015.

**EXECUTION OF CONTRACT**

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

HNTB Corporation

By: \_\_\_\_\_  
Michael R. Hess  
Vice President

CITY OF OVERLAND PARK, KANSAS

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

ATTEST:

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

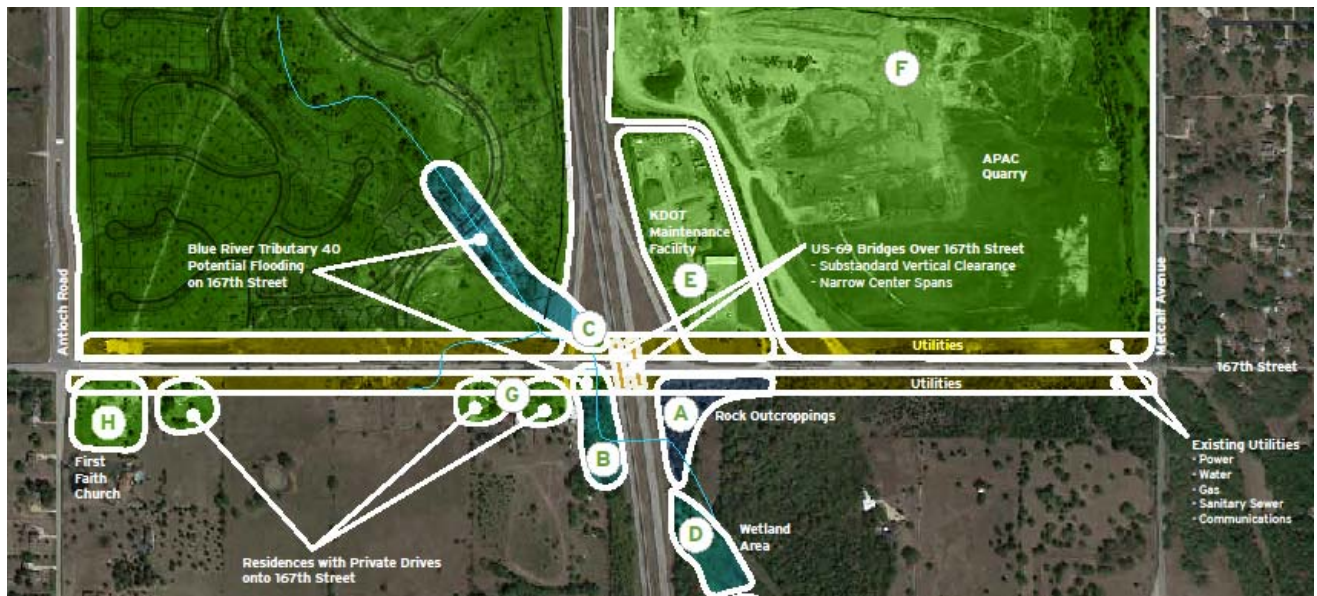
APPROVED AS TO FORM:

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

**Scope of Services**  
**167<sup>th</sup> Street Preliminary Engineering Study**  
City of Overland Park Project No. TH-1026  
December 20th, 2013

**Project Description**

This proposal includes effort to perform a Preliminary Engineering study to evaluate alternatives and recommend a Preferred Concept for a new full-access interchange at 167<sup>th</sup> St and US 69. The study will also include development of conceptual improvements on 167<sup>th</sup> St and on US 69 needed to implement the interchange concept. At the conclusion of this Study, the results will be documented in a Design Memo and accompanying concept plan plates depicting the recommended improvements. The Design Memo and plate drawings will be used to amend the Preliminary Engineering Study previously performed for the 167<sup>th</sup> St corridor. This Study will also include development of a Break-in-Access Request for the modified interchange. This Request will be submitted to KDOT for their approval thus preparing the way for future design and construction of the recommended improvements.



The study area for a Break in Access (BIA) Study extends to the next adjacent existing interchange. The study limits for the BIA will be:

- US 69 - 159th Street to 179th Street
- 167th Street - Antioch to Metcalf

## General Project Approach

The development of recommended improvements for the 167<sup>th</sup> St interchange will be performed through a 3-phased approach. The first phase of this approach begins with a high-level assessment of the project site, various existing constraints, and the development of up to 5 potential conceptual layouts. These concepts will be qualitatively evaluated by HTNB and the Study Team and narrowed to 2 recommended alternatives which will be carried forward for further study. In Phase II, these 2 recommended alternatives will be further evaluated through preliminary roadway, structures, and drainage design, as well as operational performance through modeling of the anticipated design year traffic. At the conclusion of Phase II, the Study Team will select a Preferred Concept. In Phase III, HNTB will finalize the conceptual design and finalize the traffic models for the Preferred Alternative and document the results of the Study in a Design Memo and in a Break-in-Access Request to meet KDOT requirements.

HNTB will utilize and expand the VISSIM model developed for the 159<sup>th</sup> and US 69 BIA. The VISSIM model currently extends along US 69 from 151<sup>st</sup> Street to 167<sup>th</sup> Street and 159<sup>th</sup> Street from Antioch to Metcalf. The US 69 limits will be expanded to 179<sup>th</sup> Street and 167<sup>th</sup> Street will be added from Antioch to Metcalf.

For existing conditions, new traffic volumes will be collected along US 69 from 167<sup>th</sup> to 179<sup>th</sup> Street, including the ramp terminals, along with new counts on 167<sup>th</sup> Street from Antioch to Metcalf.

The following traffic results will be presented:

- Existing
  - US 69 - 159<sup>th</sup> to 179<sup>th</sup> mainline ( mainline and Interchange ramp terminals at 167<sup>th</sup> and 179<sup>th</sup>)
  - 167<sup>th</sup> Street at Antioch and Metcalf
- Future
  - US 69 - 159<sup>th</sup> to 179<sup>th</sup> mainline ( mainline and Interchange ramp terminals at 159<sup>th</sup>, 167<sup>th</sup> and 179<sup>th</sup>)
  - 167<sup>th</sup> Street at Antioch and Metcalf
  - Planned public street access to 167<sup>th</sup> Street

## Schedule

It is assumed that the initial activities in this study will begin in January 2014 and continue through December of 2014, culminating with the submission of a Design Memo and Break-in-Access Request. A more detailed breakdown of project activities through this period is illustrated in Exhibit C - Schedule.

## Assumptions

For the purposes of developing this scope and fee, the following assumptions have been made:

1. The assumed design year for this study will be 2040. Improvements included in the Preferred Alternative will be developed to operate effectively in this design year (LOS D or better).
2. Design Criteria - Conceptual improvements developed through this study will be designed in conformity with the appropriate Overland Park, State and Federal design criteria as set forth in the current versions of the following documents: The City of Overland Park Project Procedures Manual, KDOT Design Manual, Bureau of Design road memorandums, KDOT Standard Specifications for State Road and Bridge Construction, A Policy on Geometric Design of Highways and Streets (The Green Book), and the Manual of Unified Traffic Control Devices (MUTCD).
3. Construction of improvements on 167<sup>th</sup> St will likely be constructed before the new full-access interchange with US 69. Therefore, the Preferred Concept will be developed with this phasing flexibility. However, this scope of services does not include any traffic analysis of this interim configuration.
4. The facility type for 167<sup>th</sup> St will be a 4-lane, non-upgradable arterial roadway as was developed during the 2005 PES for this corridor. Improvements on 167<sup>th</sup> St will be developed to tie as quickly as possible to the as-designed horizontal and vertical alignments developed with the PES.
5. Interchange alternatives developed through this Study will assume that 167<sup>th</sup> St will continue to pass under US 69. Re-leveling of this interchange will not be studied.
6. Coordination with KDOT - This study is being performed and developed primarily for the City of Overland Park. However, since the study includes a reconfiguration of the interchange with US 69 and improvements to KDOT infrastructure, the development of the study will be performed in coordination with the State. It is anticipated that representatives from KDOT Planning, Design, and Environmental will be included in the project Kickoff meeting, Concept Development Workshop, and in the various Study Team meetings. However, day-to-day coordination and development of various concept alternatives will be performed directly between HNTB and the City of Overland Park. At the conclusion of the Study, the Break-in-Access Request will be submitted to KDOT for approval.
7. Coordination with FHWA - It is understood that the approval of the Break-in-Access for this project does not require FHWA approval. KDOT has the sole authority to approve the request. However, administration of the NEPA process once a project is selected to move forward into design and construction does fall within FHWA's jurisdiction. For this reason, it is assumed that FHWA will be included in the same meetings as described above for KDOT and involved in determining the NEPA Classification for the future construction projects.
8. Public Involvement - This scope of services includes some targeted outreach activities with surrounding stakeholders as described in more detail in Exhibit B. Public meetings, informational fact sheets, mailers, or other general public information activities are not included at this time.

9. Environmental - One of the objectives of this Study is to identify potential environmental impacts that could result from project construction, and to determine what clearances will be required when a project is selected for design and construction. It is assumed that KDOT Environmental will perform a desktop search for potential issues associated with Social/Economic/Environmental Justice, Farmland Impacts, Water Quality Impacts, Air Quality Impacts, Noise Impacts, Historical and Archeological Resources Impacts, Parkland, 4(f), and 6(f) Impacts, Threatened and Endangered Species Impacts, and Hazardous Waste. HNTB will perform limited field investigations and evaluate existing floodplain information to determine likely Stream and Wetland Impacts and Floodplain Impacts. HNTB will work with KDOT and the Corp of Engineers to obtain preliminary Jurisdictional Determinations for impacted streams and wetlands and work with FHWA and KDOT to determine the future NEPA Classification, i.e. Categorical Exclusion, Environmental Assessment, etc.
10. Surveys - For the purposes of this study, the primary source of design data will be Johnson County AIMS data and miscellaneous survey data from the 2006 PES of this corridor. All design evaluation will be performed in state plane coordinates. It is understood that when a project is selected to move into design, a full design survey will be required including the establishment of project ground coordinates, project control, topographic survey, utility locates, and complete existing right-of-way and title information. None of this will be performed as part of this scope of services. As such, the conceptual geometrics developed with this study will need to be recreated once a full design survey has been completed. It is assumed that the 2006 PES data and access to Johnson County AIMS data will be provided by the City of Overland Park.
11. Right-of-Way - Information relative to existing rights-of-way and property lines within the limits of the Study will be retrieved from Johnson County AIMS. If more detailed existing title information is determined to be necessary at select locations, this information will be provided by the City of Overland Park.
12. Utilities - Information relative to existing utilities within the limits of the Study will be retrieved from Johnson County AIMS. No field locates or coordination meetings with utility owners will be included in this scope of services. These activities will be performed once a project has been selected to move into design.
13. Geology - Existing geology data pertinent to the evaluation being performed through this study, will be retrieved from as-built plan information or from investigations performed as part of the 159<sup>th</sup> St and US 69 Interchange project. No additional field borings or surveys will be performed as part of this scope of services.
14. Structures - The evaluation of potential structures as part of this study will be limited to assessing feasibility of various alternatives, assistance with establishment of project construction limits, and the development of cost estimates. The final report will include a graphical depiction of the structures anticipated with the Preferred Concept and a verbal description of the structure size and type.
15. HNTB shall submit to the City progress reports at monthly or at mutually agreed intervals in conformity with the Project schedule.

## Deliverables

The following Deliverables will be developed throughout the Study:

- Exhibits for the following Study Team Meetings
  - Project Kickoff Meeting
  - Concept Development Workshop
  - Team Meeting to select the 2 screened alternatives
  - Team Meeting to select the Preferred Concept
  - Team Meeting to present the Study Conclusions and determine future NEPA Classification
- Exhibits for Stakeholder Engagement meetings
- Exhibits for meeting with the Corp of Engineers
- Exhibits for presentation to Overland Park Public Works Committee
- Final Design Memo with Plan Plates
- Break-in-Access Request
- VISSIM Models

167th St - Antioch to Metcalf - Preliminary Engineering Study		Project Manager	Senior Engineer/Planner	Engineer/Planner	Technician	Total
<b>Item of Work</b>						
<b>Phase I - High Level Assessment of Alternatives</b>						
1.1	<b>Data Collection</b>					
1.1.1	Assemble control survey data from 2006 PES	2	2	16		20
1.1.2	Request and assemble AIMS data including aerial imagery, existing contours, existing surface data, existing utility information, and existing right-of-way and parcel line work	2		16	16	34
1.1.3	Existing Traffic Data (Thomas Brown, Overland Park, and KDOT)	2		16		18
1.1.4	Field Geometric and Operations Data	2		8		10
1.2	<b>Develop Future Traffic</b>					
1.2.1	Overland Park Model, MARC and historical trends	2	12	4		18
1.3	<b>Develop VISSIM Model</b>					
1.3.1	Expand existing VISSIM Model to arterial and US 69 study limits		8			8
1.3.2	Calibrate Model		16			16
1.4	<b>Existing and No-Build Traffic Analysis</b>					
1.4.1	Analyze Existing Conditions	2	8			10
1.4.2	Analyze Future No-Build Conditions	2	4			6
1.5	<b>Existing and No-Build Safety Analysis</b>					
1.5.1	Traditional Safety Analysis of Crash Rates, Type and Severity (No HSM analysis will be performed)	4		32	16	52
1.6	<b>Development of Alternative Concepts</b>					
1.6.1	Perform review of project site and evaluate existing conditions and design constraints	4	8	8		20
1.6.2	Review existing watershed models and Villages of Overland Park development plan - Determine if existing watershed models are realistic	4	40			44
1.6.3	Modify existing watershed models to account for differences in actual vs. modeled conditions	4	16	40		60
1.6.4	Identify potential solutions for addressing existing drainage issues	8	32	40		80
1.6.5	Prepare exhibits for Concept Development Workshop	2	2	16	16	36
1.6.6	Develop conceptual layouts depicting potential interchange configurations for this site (Assumes 5 layouts will be developed - Standard Diamond, Tight Diamond, Diverging Diamond, Folded Diamond, Dumbbell Roundabout)	8	60	100	20	188
1.6.7	Develop evaluation matrix summarizing the relative pros and cons of the 5 conceptual layouts	2	16	12		30
1.6.8	Develop high-level comparative cost estimates of 5 conceptual layouts	2	2	20		24
1.6.9	Prepare exhibits for Study Team Meeting	2	2	16	24	44
1.7	<b>Study Team Meetings</b>					
1.7.1	Prepare for, attend, and document a Project Kickoff Meeting (Topeka)	16	16			32
1.7.2	Coordinate and host a Concept Development Workshop (HNTB Office)	16	16	4		36
1.7.3	Present to the Study Team 2 recommended alternatives to carry forward into Phase II (Topeka)	16	16			32
1.8	<b>QA/QC - Sr. Technical Review</b>		4			4
<b>Subtotal</b>		<b>102</b>	<b>280</b>	<b>348</b>	<b>92</b>	<b>822</b>
<b>Phase II - Selection of the Preferred Concept</b>						
2.1	<b>Roadway Design - 2 Alternatives</b>					
2.1.1	Develop typical sections for 167th St, US 69, and interchange ramps	4	4	16	16	40
2.1.2	Develop conceptual horizontal and vertical alignments for 167th St, US 69, and interchange ramps	10	20	100		130
2.1.3	Develop preliminary surface models and construction limits	10	20	100		130
2.2	<b>Drainage Design - 2 Alternatives</b>					
2.2.1	Develop conceptual layout and sizes of proposed major drainage facilities	4	16	16	4	40
2.3	<b>Structures Alternatives Assessment - 2 Alternatives</b>					
2.3.1	Develop conceptual layouts of proposed bridge structures	2	8	8	4	22
2.3.2	Assess preliminary bridge types, span arrangements, and structure depths	2	8	16		26
2.4	<b>Environmental Impacts Investigation</b>					
2.4.1	Perform one field visit to assess existing streams and wetlands		8	8	8	24
2.4.2	Prepare a modified streams and wetlands exhibit to supplement USGS information and provide to KDOT Environmental	4	8	16	16	44
2.4.3	Evaluate impacts to existing streams as a result of project improvements	4	16	8		28
2.5	<b>Maintenance of Traffic and Constructability Assessment - 2 Alternatives</b>					
2.5.1	Evaluate construction sequencing and maintenance of traffic	4	16	16		36
2.5.2	Prepare narrative summary of general construction sequence and MOT plan	4	8	16	16	44
2.6	<b>Future Build Traffic Analysis - 2 Alternatives</b>					
2.6.1	Analyze Build Alternative 1	4	24			28
2.6.2	Analyze Build Alternative 2	4	24			28
2.6.3	Develop Peak Hour Signal Warrants (Up to 2 Assumed)	2	2	8		12
2.7	<b>Cost Estimates - 2 Alternatives</b>					
2.7.1	Prepare conceptual cost estimates (estimates based on evaluation of the following key project components: pavement, bridges, major drainage elements, earthwork, right-of-way, environmental mitigation)	4	16	30		50
2.8	<b>Study Team Meetings</b>					
2.8.1	Present to the Study Team a summary of input from stakeholder meetings (HNTB Office)	2	4			6
2.8.2	Prepare for and present to the Study Team results of the Phase II study and recommend a Preferred Concept (Topeka)	10	20			30
2.9	<b>Stakeholder Engagement</b>					
2.9.1	Meet with individual stakeholders to present the alternatives selected for additional study (Assumes 3 meetings - Price Brothers, Quarry, Blue Valley School District)	9	9			18
2.9.2	Prepare for and attend a meeting with the Corps of Engineers to discuss potential environmental impacts and anticipated future permitting requirements (HNTB Office)	8	8	4		20
2.10	<b>QA/QC - Sr. Technical Review</b>		8			8
<b>Subtotal</b>		<b>91</b>	<b>247</b>	<b>362</b>	<b>64</b>	<b>764</b>

167th St - Antioch to Metcalf - Preliminary Engineering Study		Project Manager	Senior Engineer/Planner	Engineer/Planner	Technician	Total																																	
<b>Phase III - Document the Preferred Concept</b>																																							
<b>3.1</b>	<b>Finalize Traffic Analysis</b>																																						
3.1.1	Analyze Preferred Alternative	4	16			20																																	
<b>3.2</b>	<b>Future Build Safety Analysis</b>	4		16	8	28																																	
<b>3.3</b>	<b>Develop Break-in-Access Request</b>																																						
3.3.1	Draft Annotated Outline	4	2			6																																	
3.3.2	Draft Introduction	12	2		16	30																																	
3.3.3	Draft Policy Points 1-3	32	4	24	16	76																																	
3.3.4	Draft Policy Points 4-8	24	4		16	44																																	
3.3.5	Address Comments	8	2		8	18																																	
3.3.6	Finalize Report	16	4		16	36																																	
<b>3.4</b>	<b>Finalize Roadway, Drainage, and Structures Design</b>																																						
3.4.1	Roadway horizontal and vertical alignments	2	6	12		20																																	
3.4.2	Proposed surface models, construction limits, and right-of-way impacts	2	6	20		28																																	
3.4.3	Major drainage concept and impacts to streams, wetlands, and floodplains	2	16	4		22																																	
3.4.4	Prepare technical memorandum summarizing H&H concepts and preferred solution (to be included as an appendix to the study report)	2	16	16		34																																	
3.4.5	Develop proposed guide signing layout (Break-in-Access requirement)	2	8	16		26																																	
3.4.6	Proposed bridge size and type	2	8	8		18																																	
<b>3.5</b>	<b>Develop Study Plate Drawings</b>																																						
3.5.1	Develop plate drawings depicting the following:	6	16	32	72	126																																	
	Existing imagery from JC AIMS																																						
	Existing surface contours from JC AIMS																																						
	Existing utility line work from JC AIMS																																						
	Existing Right-of-Way and property lines from JC AIMS or from supplemented title information																																						
	Proposed Villages of Overland Park development plan (provided by Overland Park)																																						
	Proposed baselines and edges of pavement																																						
	Proposed profiles of 167th St and Interchange Ramps																																						
	Proposed structures																																						
	Proposed major drainage improvements																																						
	Proposed construction limits																																						
	Proposed Right-of-Way, Drainage, and Temporary Easements																																						
<b>3.6</b>	<b>Prepare Design Summary Memo (Assumed 2-page memo)</b>	4	12			16																																	
<b>3.7</b>	<b>Study Team Meetings</b>																																						
3.7.1	Meet with Study Team to (1) Present outlines for Study Report and Break-in-Access Request, and (2) Discuss environmental impacts and determine future NEPA Classification (Topeka)	16	16			32																																	
<b>3.8</b>	<b>Stakeholder Engagement</b>																																						
3.8.1	Meet with individual stakeholders to present the Preferred Concept (Assumes 3 meetings - Price Brothers, Quarry, Blue Valley School District)	9	9			18																																	
3.8.2	Prepare for and attend presentation to Overland Park Public Works Committee	4				4																																	
<b>3.9</b>	<b>QA/QC - Sr. Technical Review</b>		8			8																																	
<b>Subtotal</b>		<b>155</b>	<b>155</b>	<b>148</b>	<b>152</b>	<b>610</b>																																	
<b>Administration</b>																																							
4.1	Project Coordination with City and KDOT (Assume monthly meeting at HNTB Office or conference call) (12 months)	12	12	12		36																																	
4.2	Prepare monthly progress reports	12	12			24																																	
<b>Subtotal</b>		<b>24</b>	<b>24</b>	<b>12</b>		<b>60</b>																																	
<b>Total</b>		<b>372</b>	<b>706</b>	<b>870</b>	<b>308</b>	<b>2256</b>																																	
<b>Fee Summary</b>		<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"><b>Labor:</b></td> <td style="width: 45%;">Project Manager @ \$70/hour</td> <td style="width: 40%; text-align: right;">26,040</td> </tr> <tr> <td></td> <td>Sr. Engineer @ \$50/hour</td> <td style="text-align: right;">35,300</td> </tr> <tr> <td></td> <td>Engineer @ \$42/hour</td> <td style="text-align: right;">36,540</td> </tr> <tr> <td></td> <td>Technician @ \$35/hour</td> <td style="text-align: right;">10,780</td> </tr> <tr> <td></td> <td>Direct Payroll:</td> <td style="text-align: right;">\$ 108,660</td> </tr> <tr> <td></td> <td>Multiplier (3.0)</td> <td style="text-align: right;">\$ 326,000</td> </tr> <tr> <td><b>Expenses:</b></td> <td>Printing/Plotting =</td> <td style="text-align: right;">1,200</td> </tr> <tr> <td></td> <td>Travel =</td> <td style="text-align: right;">900</td> </tr> <tr> <td></td> <td>Thomas Brown=</td> <td style="text-align: right;">1,750</td> </tr> <tr> <td></td> <td><b>Total Expense =</b></td> <td style="text-align: right;"><b>\$ 3,850</b></td> </tr> <tr> <td></td> <td><b>Total Fee =</b></td> <td style="text-align: right;"><b>\$ 329,850</b></td> </tr> </table>					<b>Labor:</b>	Project Manager @ \$70/hour	26,040		Sr. Engineer @ \$50/hour	35,300		Engineer @ \$42/hour	36,540		Technician @ \$35/hour	10,780		Direct Payroll:	\$ 108,660		Multiplier (3.0)	\$ 326,000	<b>Expenses:</b>	Printing/Plotting =	1,200		Travel =	900		Thomas Brown=	1,750		<b>Total Expense =</b>	<b>\$ 3,850</b>		<b>Total Fee =</b>	<b>\$ 329,850</b>
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167th St - Antioch to Metcalf - Preliminary Engineering Study  
TH-1026

Project Schedule

Activity	Phase I - High-Level Assessment					Phase II - Selection of the Preferred Concept				Phase III - Document the Preferred Concept		
	April	May	June	July	August	September	October	November	December	January	February	March
<b>Data Collection</b>												
Traffic data collection												
Engineering data collection												
<b>Phase I Traffic Analysis</b>												
Develop existing and future no-build traffic models												
Develop design year traffic projections												
Analyze existing and future no-build traffic models												
<b>Phase I Development of Alternative Concepts</b>												
Evaluate existing conditions and design constraints												
Develop alternatives for interchange configurations												
Produce concept drawings & evaluation matrix												
Develop high-level comparative cost estimates												
<b>Phase II Traffic Analysis - 2 Screened Alternatives</b>												
Develop future build traffic models												
Evaluate future traffic operations												
Perform safety analysis												
Evaluate operations of phased improvements												
<b>Phase II Engineering - 2 Screened Alternatives</b>												
Develop preliminary roadway geometrics and access management												
Develop preliminary surface models and grading limits												
Evaluate likely environmental impacts and mitigation requirements												
Develop conceptual drainage design												
Evaluate bridge configuration alternatives												
Perform phasing/constructability analysis												
Prepare preliminary cost estimates												
<b>Phase III - Document the Preferred Concept</b>												
Finalize roadway, bridge, and drainage design												
Finalize traffic analysis												
Prepare plan plate drawings												
Prepare Design Summary Memo												
Prepare Break-in-Access Request												
<b>Meetings &amp; Stakeholder Engagement</b>												
Project kickoff meeting - OP, KDOT, FHWA												
Internal meeting - concept development workshop												
Internal meeting - select the 2 screened alternatives												
Meetings with key stakeholders - present 2 screened alternatives												
Meeting with KDOT & FHWA - present feedback from stakeholder meetings												
Meeting with Corp of Engineers												
Internal Meeting - present findings and recommend preferred concept												
Meeting with KDOT & FHWA - present the preferred concept, determine NEPA classification												
Meetings with key stakeholders - present the preferred concept												
Present to Overland Park City Council												

**Legend**

Engineering Activity  
Traffic & Safety Activity  
Meetings/Stakeholder Engagement Activity