

ENGINEERING/ARCHITECTURAL SERVICES AGREEMENT

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

Switzer Road: College Blvd. to Indian Creek Parkway (TH-1625)

(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 Four Hundred Sixty-Nine Thousand Six Hundred Forty-six Dollars (\$469,646.00), 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 May 1, 2016. Payment to Consulting Engineer/Architect shall not exceed the following percentages without prior written consent of City:

Preliminary Design Phase	40%
Final Design Phase	48%
Bidding Phase	2%
Construction Phase	10%
TOTAL	100%

B. REIMBURSABLE EXPENSES

The Consulting Engineer/Architect shall be reimbursed at the actual cost, not to exceed

five thousand eight hundred Dollars (\$5,800.00), 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: Paul B Moore, 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.

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

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 year(s) commencing on the date set forth below. At the end of the initial term, this Agreement will automatically renew for another one

year period unless either party provides notice to the other party in writing of the intent not to renew the Agreement or unless this Agreement is terminated as provided herein.

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

OLSSON ASSOCIATES

Carl Gerlach, Mayor

By: _____
Sterling Cramer, P.E.
Vice President

ATTEST:

Marian Cook, City Clerk

APPROVED AS TO FORM:

Tammy M. Owens
Deputy City Attorney

EXHIBIT A
SCOPE OF SERVICES:
SWITZER ROAD – INDIAN CREEK TO COLLEGE BLVD.
Overland Park, Kansas

FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES:

This project includes preparation of design documents and project specifications for the design of a four lane roadway reconstruction and associated storm sewer, sidewalks and infrastructure for Switzer Road from just north of the Indian Creek Bridge to College Blvd. in Overland Park, Kansas. In addition, design plans for a signal at College Blvd., sanitary main relocation within the right-of-way, two roundabouts, restoration, phased temporary erosion control plans, phased traffic control and construction phasing plans. Supporting services will be provided including surveying, geotechnical services, Landscaping design, and public involvement.

The Consultant shall furnish and perform the various professional duties and services required for the design of the Project. Our services will be based on the policy and procedure's manual utilized by the City of Overland for projects of similar scope.

GENERAL DESIGN REQUIREMENTS

All plan development stages shall be completed no later than the current project schedule's due dates, exclusive of delays beyond the consultant's control. The Consultant shall submit to the City progress reports at monthly or at mutually agreed intervals in conformity with the official project schedule.

The Consultant shall design the Project in conformity with the state design criteria appropriate for the Project in accordance with the City's approved Project Development Procedures for Non-NHS Projects/Project Procedures Manual/KDOT Project Procedures Manual-City of Overland Park, Kansas, 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, and with any necessary Project Special Provisions with the rules and regulations of the Federal Highway Administration pertaining thereto.

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 shall be signed and sealed by the licensed Geologist responsible for the preparation of the geological investigations or studies. Rights of way descriptions shall be signed and sealed by the licensed land surveyor responsible for the preparation of the rights of way descriptions.

GENERAL SURVEY REQUIREMENTS

Vertical Control:

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

Horizontal Control:

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

SCOPE OF SERVICES

Task I. Survey and Geotechnical Investigation

1.01 Topographic Survey

- A. Complete topographic survey for the project limits including the proposed double left turn bay on College Blvd. for WB to SB traffic onto Switzer. Survey shall include shots at pavement tie-in locations, existing back of curb, edges of pavement, existing lane lines across roadway, existing storm and sanitary sewer systems, fences, trees, building corners, etc. to create project mapping. This includes time to re-survey areas within the project limits that change (due to development, etc.) during the design process.
- B. All topographical surveys shall include field locating utilities. Consultant to contact adjoining property owners for assistance in location of private irrigation heads within the affected areas.
- C. Pick up additional information resulting from Field Check review and evaluation.
- D. Contact utility companies and one call center as appropriate for field marking of utility locations.
- E. Stake centerline every 50 feet as may be required by utilities or other entities to plan relocation work.
- F. Staking for the Geotechnical services

1.02 Office Survey Services

- A. Gather and research information such as boundary records, utility information, easements, benchmark data, and attend external meetings in regards to surveying and base mapping.
- B. Create a base map at a scale of 1" = 20ft showing both contours at one foot intervals and property lines using the plat information, field boundary data, topography information, and legal descriptions. We will utilize AIMS data for areas outside of the immediate project limits to help depict the corridor.
- C. Research KDOT right of way boundary and ownership limits on the north end of existing Switzer where it ties to College Blvd.

1.03 Geotechnical Investigation

Field Exploration

- A. For the purposes of our geotechnical exploration, we propose to drill a total of ten (10) soil borings to depths ranging from 5 to 15 feet below the existing ground surface. Seven (7) of the borings are proposed for the new roadway construction and will be advanced to 5 feet or auger refusal, whichever occurs first. The remaining three (3) borings are planned in areas where excavations will extend below 10 feet for the new sanitary sewer line. These borings will be advanced to the planned depth (10 to 15 feet). If auger refusal is encountered in these three borings, they will be advanced into the underlying bedrock stratum to reach the planned depth.
- B. Shelby tube samples are obtained at selected locations and depths in cohesive soils and split-barrel samples are obtained in sands, miscellaneous fill, weathered bedrock or other hard material. Samples will generally be obtained at 5-foot intervals in the borings. Water levels will be recorded during and immediately after completion of drilling.
- C. Contact Kansas One-Call. If there are any private underground utility lines at the site, we must be informed of their location prior to starting our field work. This proposal assumes the site is accessible with a truck-mounted drilling rig. Necessary removal of fences or gates, permission to enter the site from current owner or leaseholder, and/or required use permits must be secured by the client prior to our initiating field activities.

Laboratory Services

- A. Proposed laboratory testing will include visual soil classification unconfined compression tests, thin-walled tube density tests, moisture content tests and Atterberg limit tests.

Engineering Analysis and Report

A geotechnical engineering report will be prepared under the direction of a registered professional engineer based on the findings of the field and laboratory programs. The report will include a boring location plan, computer-generated boring logs, results of the laboratory testing

program and a description of the surface and subsurface conditions encountered at the site. In addition, the report will present our opinions and recommendations regarding the following items:

- a. Generalized geotechnical site preparation concerns addressing excavatability of any bedrock and suitability of on-site materials for use as structural fill.
- b. Recommendations regarding the thickness, moisture and compaction criteria of any backfill or structural fill.
- c. Pavement subgrade preparation recommendations.
- d. Pavement recommendations in accordance with local standards.

1.04 QA/QC- See Quality Assurance and Quality Control Plan at the end of this document

1.05 Underground Utility Investigation – The Consultant will provide vacuum excavation for the investigation of underground utilities as they affect specific project locations. We have included an allowance for this item for up to eight locations along the corridor. Should this allowance need to be exceeded, Consultant will contact City prior to proceeding for a supplemental agreement.

Task II. Preliminary Design

2.01 Data Collection – The Consultant will provide the following services.

- A. Develop design criteria for the roadway and roundabouts. Provide Design Criteria Memo to be reviewed at the pre design meeting
- B. Compile photos of the area.
- C. Analyze the storm drainage needs along the project using Overland Park Standards.
 1. Determine watershed areas for all streams and basins draining onto the proposed roadway.
 2. Determine ultimate development land uses for all watershed and subdivision areas draining onto the project.
 3. Determine ultimate development 10-year, 50-year, and 100-year stormwater flows crossing or entering the proposed roadway.
 4. Locate all storm drainage system discharges upstream from the project.

2.02 Develop preliminary plans:

- A. Cover sheet
- B. Typical Sections

- C. Alignment layout sheet
 - 1. Includes horizontal and vertical control information
 - 2. Alignment tables
- D. Roundabout geometric layout sheets
- E. Subsurface drainage design
 - 1. Hydraulic Grade calculations
- F. Surface drainage design
 - 1. Drainage Area Map
 - 2. Pavement Spread Calculations
 - 3. Inlet and other structure design calculations
 - 4. Edge drain layout with spot elevations at critical points
- G. Plan and Profile Sheets
 - 1. Plan Scale 1"=20'
 - 2. Profile Scale H= 1"=20' V=1"=5'
- H. Length of tapers and storage lanes for turn lanes on College and other locations as required.
- I. Side Road Profiles (assume 2) and Driveway details and elevations as needed (assume 10).
- J. Preliminary RCB Extension plans
 - 1. Determine alignment of extension.
 - 2. Determine flowline of new RCB end.
 - 3. Develop plan and profile sheet
- K. Preliminary demo plans for old Switzer.
- L. Preliminary Detour Plan
- M. Preliminary Street Light Layout
 - 1. Pole Locations
 - 2. Define Design Parameters
- P. Preliminary pavement marking and signing.
- Q. Provide Cross-Sections every 25 feet.
- R. Preliminary retaining wall elevation views as required.
- S. Size and Layout Roundabout
- T. Perform roundabout speed checks including speed differential checks for all legs

- U. Run Truck turning templates for the design vehicle for both roundabouts
 - V. Check sight distance at all intersections
-
- 2.03** Submit two (2) half-size set of preliminary plans to City for review. Meet with the City at the time of delivery to discuss project and point out any concerns that may have resulted from data collection, design, etc.
 - 2.04** Preliminary cost estimate shall be furnished based on standardized itemized units of work and the experience and qualifications of Olsson's judgment as an experienced and qualified design professional, familiar with the construction industry and advise the City if, in its opinion, the amount budgeted for construction is not sufficient to adequately design and construct the improvement as requested.
 - 2.05** Utility Coordination throughout the design process
 - 2.06** Permitting
 - A. Prepare the necessary plans and application for permit submission to and approval of:
 - 1. City
 - 2. State and Federal Permits including but not limited to:
 - a. NOI
 - b. NPDES
 - c. Division of Water Resources
 - d. SWPPP
- 2.07** Submit one (1) half-size set of preliminary plans to each utility company for preparation of relocation
- 2.08** Right-of-way and easements.
 - A. Describe right-of-way and easements necessary to complete project. Assume 3 properties.
 - 1. Furnish legal descriptions (sealed by Kansas RLS)
 - 2. Furnish necessary title information (Title work to be obtained by sub consultant (Homestead or Mid America)
 - 3. Maps and sketches as follows:
 - a. Plan and profile pages showing all proposed takings.
 - b. Individual tract maps 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
4. Legal descriptions to be provided in digital format compatible with Microsoft Word 7.0...
 5. Revise legal descriptions and ownerships as required. (Assume 10 percent of tracts change ownership).
- B. The Consulting Engineer shall stake in the field the location of rights-of-way and/or easements prior to acquisition and construction as requested by the City, and shall meet with appraisers to identify easement and right-of-
- 2.09 QA/QC-** See Quality Assurance and Quality Control Plan at the end of this document

Task III. Final Design

- 3.01** Prepare detailed plans and specifications.
- A. Typical Sections.
 - B. Drainage design
 1. Drainage area maps
 2. Pavement Spread calculations
 3. Inlet and other structure design calculations
 - C. Plan and Profile Sheets (Scale as stated in Preliminary Design)
 - D. Final Roundabout geometric layout including grades for both roundabouts.
 - E. Intersection Details
 - F. Curb return information
 - G. Ramp locations designed for ADA compliance including spot elevations.
 - H. Driveway and side road profiles as needed. (assume 10 driveways and 2 side roads)
 - I. Final RCB extension plans and details per Overland Park design criteria
 - J. Final tapers and storage lanes for turn lanes on College and other locations as required.

- K. Final concrete joint layout for Switzer and both roundabouts including dimensions and joint types.
 - L. Final Demo plans for old Switzer
 - M. Compile necessary OP standard details. It is assumed OP will provide 2014 standards in CAD format.
 - N. Street Lighting and Pedestrian Lighting (assumes 1 pole configuration with two separate heads)
 - O. Pavement Marking and Signing
 - P. Existing and proposed right-of-way limits
 - Q. Final Cross Sections every 25 feet
 - R. Final retaining wall elevation view as required
 - S. Traffic control plan and construction phasing including detailed traffic control layout sheets and detour routing for the project. Switzer will require a detour for the duration of the project. Traffic control will be needed on College to construct the left turn lanes and Switzer tie in as well as the signal installation.
 - T. Erosion Control plans meeting all NPDES requirements
 - U. Develop final quantity tables per OP Standards including break out tables for each OP bid item.
 - V. Earthwork stockpile coordination with future adjacent site work.
- 3.02** Utility Coordination Plan During final design the Consultant shall prepare a utility coordination plan that would include gathering the proposed relocation plans for all utility companies involved with the project and graphically inputting the information into one plan to assist in determining potential conflicts. Electronic base files will be available in AutoCAD for utilities to design from. Staking of construction items such as inlets in order to coordinate design of utility relocations is included.
- 3.03** Provide a detailed opinion of probable cost (including appropriate contingency).
- 3.04** Provide Office Check plans to the City.
- 3.05** Upon receipt of City comments on Office Check submittal, make necessary modifications and furnish five copies of Final plans.
- A. Plan sets will be provided as follows:
 1. Full size (22" X 36") – three (3) sets
 2. Half size (11" X 17") – two (2) sets

- B. These plans are to be provided at no additional cost, and are separate from those sold to prospective bidders.
- 3.06** At the completion of the bid process, furnish to the City the CAD drawings of the project in AutoCAD format for the City's future use. The record contract documents for the project will be the original sealed drawings. In addition, furnish plans in .pdf and .tif formats. TIFF images in compressed CCITT, group 4 at 200 dpi format. Specifications to be provided in native, .pdf, and .tif formats.
- 3.07** Develop project special provisions for contract documents. It is assumed that OP will assist this process by allowing Olsson access to the Make Spec Program. Olsson will prepare special provisions to the specs as needed. It is assumed that OP will provide the front end documents and compile the contract documents. Olsson will provide the bid form.
- 3.08** Develop Irrigation plans that encompass the Switzer grass median areas including the two roundabout interior circles.
- 3.09 QA/QC-** See Quality Assurance and Quality Control Plan at the end of this document

Task IV. Project Meetings & Project Management

- 4.01** Meetings.
1. Attend pre-design meeting and provide minutes.
 2. Meet with the City for coordination meetings and prepare minutes. Assume monthly (10).
 3. Attend up to 5 utility meetings and prepare minutes
 4. Attend KDOT coordination meeting to discuss the DOT ditch along US 69 that will likely need to be re graded.
 5. Obtain KDOT ROW permit for the purpose of eradicating old Switzer.
 6. Field Check to be performed with representatives of the Consulting Engineer and the City at the project site with appropriate detailed plan.
 7. Meetings with Parks Dept. (assume 2)
 8. Public Information meeting (Assume 2, early design and preconstruction). Prepare for and attend two (2) neighborhood/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.
 - a. Prepare exhibits, including preliminary plans (showing right-of-way taking and easements if necessary).
 - b. Have staff available to explain the project and answer questions.
 9. Traffic team meetings with the City to discuss pavement marking & signing, lighting, traffic control, traffic signal plus interconnect, and detours. (Assume 3)

4.02 Project Management

1. Coordination with site development plans
2. Monitor scope, schedule and fee
3. QAQC Ensure the OA QAQC procedures are being followed at all milestones

Task V. Bidding

- 5.01** Provide plans and specs to bidders via an online plan room.
- 5.02** Prepare written addenda to the bidding documents as required and/or requested.
- 5.03** Attend and prepare for the pre bid conference and prepare minutes.
- 5.04** Answer Contractor questions during the bid period.
- 5.05** Prepare bid tabs in MS Excel.
- 5.06** Attend bid letting.
- 5.07** Assist City in analyzing bids and making recommendation for award of the construction contract in the form of a formal letter stating the steps taken to come to the conclusion.
- 5.08** Prepare Contract Documents and print construction sets for Contractor and City.

Task VI. Construction Period Services

- 6.01** Prepare for and attend preconstruction meeting including minutes
- 6.02** Perform shop drawing and material submittal reviews
- 6.03** Answer Contractor or inspector questions during construction (RFIs)
- 6.04** Revise plan sheets to address changes in the field.
- 6.05** Field Visits to resolve issues
- 6.06** Perform ADA ramp certifications per Overland Park's procedures on completed ramps.
- 6.07** Prepare plan revisions as necessitated by conditions encountered in the field during construction, with the exception of traffic control plans.
Prepare final record drawings from City provided redlines that reflect:

- A. All change orders
- B. Minor design changes
- C. Changes made in the field by City representatives and marked on the construction plan set.
- D. At the completion of the project, furnish to the City the CAD drawings of the project in AutoCAD format for the City's future use. The record contract documents for the project will be the original sealed drawings. In addition, furnish plans in .pdf and .tif formats. TIF images in compressed CCITT, group 4 at 200 dpi format. Specifications to be provided in native, .pdf, and .tif formats

- 6.08** Attend weekly project progress meetings on site with the contractor, Inspector, and City personnel. (Assume 2 hours per meeting including drive time). Assume 9 months of construction activity. Prepare minutes.
- 6.09** Participate in final walk through with the city and contractor to identify items that are not complete or need attention.
- 6.10 QA/QC-** See Quality Assurance and Quality Control Plan at the end of this document

Task VII. Traffic Signal at College and Switzer

- 7.01** Olsson will design a traffic signal meeting Overland Park signal standards. Design of the signal will include street lighting mounted on the signal poles as well as pedestrian accommodations (signal heads, pushbuttons, and illuminated street name signing), controller, and OP preferred detection. Signal design will include any pavement marking and signing associated with the intersection. Fiber interconnect will provided to the cities nearest fiber box.
- 7.02 QA/QC-** See Quality Assurance and Quality Control Plan at the end of this document

Task VIII. Landscaping Design for Median Islands and Roundabout Islands

- 8.01** NSPJ Architects will provide landscape architecture services for the project in order to provide continuity between the designs being developed for the City Place site work. The area landscaped for the Switzer project will be limited to the median areas along the Switzer corridor as well as the center circles and splitter islands of the two roundabouts. Designs will coordinate with Olsson road designers to ensure that proper sight distance is maintained at all intersections as well as the roundabouts.
- 8.02** NSPJ Architects will attend the following meetings
 - 1. Pre design meeting.
 - 2. 2 meetings with OP Parks Dept.
 - 3. 2 City coordination meetings that pertain to landscaping.

4. 2 Public meetings if needed
 5. Preconstruction meeting
 6. 7 construction progress meetings that pertain to landscaping
- 8.03** NSPJ Architects will prepare specifications for landscaping and any hardscape items included in the roundabout islands.
- 8.03** NSPJ Architects will provide construction period services in the form of answering RFI's from contractors, shop drawing and mock up review, plan revisions, compile as built plans, and participate in the walk through.

Compensation

Task I – Survey & Geotechnical Investigation	\$19,718.00
Task II – Preliminary Design	\$129,877.00
Task III – Final Design	\$153,919.00
Task IV – Project Management & Meetings	\$50,232.00
Task V – Bidding	\$9,995.00
Task VI – Construction period Services	\$44,757.00
Task VII – Traffic Signal College & Switzer	\$21,348.00
Task VIII – Landscape Architecture (NSPJ Architects)	\$29,000.00
Vacuum Excavation	\$4,000.00
Title Work (Homestead or Mid America)	\$1000.00
Expenses	<u>\$5,800.00</u>
TOTAL	\$469,646.00

Assumptions

1. Lighting design is for the public roadway only and assumes that a power source will be available on site.

City Responsibilities

1. The City shall provide record drawings of the existing roadway, if available.
2. The City shall be responsible for all mailings informing the public of surveying, public meetings, etc.
3. The City shall be responsible for coordinating and scheduling the time and location of the public meetings.
4. The City shall arrange the pre-bid and pre-construction meetings.

5. The City shall be responsible for property acquisition and negotiations.
6. The City will facilitate a meeting with OP staff to run through the OP Make Spec program to acquire a draft of the project special provisions. This draft will then be modified as needed by Olsson to work for this project.

Exclusions

1. The consultant has not included services for a Traffic Impact Study, Level of Service Analysis, or traffic count data.
2. The consultant will not be involved with direct land acquisition or appraisal proceedings.
3. A CLOMAR and LOMAR will not be performed with this contract.

Quality Assurance Plan (QA)

The Olsson Quality Program has basic policies for providing good project quality management. They are as follows:

- Olsson Associates will be responsible for performing quality reviews. We do not expect the client to perform quality reviews in lieu of our efforts.
- The project manager selects staff members for the project team who are well qualified to perform the project tasks.
- Task staff will self-check and peer-check their performance as each task progresses towards completion.
- Task supervisors review and perform appropriate checks of the results provided by task staff.
- Task supervisors review and perform appropriate cross- checks of the results of other task supervisors' tasks.
- Project managers arrange for and manage outside-the-project senior review of project documents and deliverables and take responsibility on behalf of Olsson for providing high-quality deliverables.
- Quality reviews by the project team will be conducted (at a minimum) at the 30, 60, 90 and 100 percent of project completion stages. Reviews external to the project team are required (at a minimum) at the 90 percent project stage and at completion.

- The project manager is responsible for ensuring that the planned quality reviews have been properly undertaken and documented on the project.
- The team leader is responsible for ensuring that the appropriate quality reviews are planned and undertaken on all of the projects within the team.
- Adherence to OA and team quality procedures is a part of every employee's evaluation criteria.

Quality Control Plan (QC)

- QC checklists are to be utilized throughout the design process by the designers for a given design task or plan sheet that is being worked on. Once the checklists are complete the designated checker reviews the lists and makes sure each item was incorporated into the plans. If an error or omission is discovered the reviewer notifies the designer about the issue and the item is corrected.
- Each milestone submittal will utilize the checklists and will document who the designer was, who checked the work, and the dates these were performed.
- The project manager is responsible for making sure this process is seen through.

Peer Reviews

Olsson Associates has elected to use peer reviews to provide the necessary quality control for project design documents. A peer review has several distinguishing characteristics:

- Is always conducted by persons who are independent of the review subject. The reviewers should be sufficiently removed from the subject so they will not be biased by what has taken place to date on the project.
- Has a specified purpose, scope, format, and duration. Such characteristics help to distinguish a peer review from other reviews that may be performed on a less systematic basis.
- Is not an indication that the original design professional is incompetent or suspect in any way. Such a high-level review is merely a recognition that all design professionals and entire design organizations have had less than complete experience, and an independent team of peers can offer a new range of experiences and opinions.
- Must be documented, and this documentation must then become a part of the permanent record of the project.

- Will include the review of drawings and specifications by a second Professional Engineer/Landscape Architect/etc. in the case when a design requires the stamp or seal of that professional.

EXHIBIT B - MAN-HOUR ESTIMATE - Switzer Road - Indian Creek Bridge to College Blvd - Overland Park

Task No.	Description of Work Items / Tasks	Sen Proj Manager	Sen Eng	Sen Proj Eng	Proj Eng	Assoc Eng	Assis Eng	SrTech	Tech	Design Assoc.	Assist. Tech	Scientist	Surveyor	Asso Surv	Sen Surv	Admin Coord	Driller	LA	Assoc. LA	Assist. LA	Const. Manager	Lead Insp	Ass Insp	Total Man-hours	Total Labor Fee	Overhead #REF!	Total (A+B)	Profit #REF!	Total Fee	Total Fee
5	Bidding																													
5.01	Provide plans and specs to bidders	1		4				4																9	\$1,153		\$1,153		\$1,153.00	
5.02	Prepare written addenda to the bidding documents	1		6				6																13	\$1,627		\$1,627		\$1,627.00	
5.03	Attend and prepare for the pre bid meeting and prepare minutes	2	6	4																				12	\$2,056		\$2,056		\$2,056.00	
5.04	Answer Contractor questions during the bid period.	4	4																					8	\$1,504		\$1,504		\$1,504.00	
5.05	Prepare bid tabs in MS Excel	2	2													3								7	\$992		\$992		\$992.00	
5.06	Attend bid letting	1.5	2	1.5																				5	\$882		\$882		\$882.00	
5.07	Assist the City in analyzing bids and making recommendations	3	1													1.5								6	\$906		\$906		\$906.00	
5.08	Prepare Contract Documents and print construction sets for Contractor and City.	1	2					4																7	\$875		\$875		\$875.00	
5	SUBTOTAL	15.5	17	15.5				14							4.5									67						\$9,995.00
6	Construction period Services																													
6.01	Prepare for and attend preconstruction meeting including minutes	3	6													2								11	\$1,801		\$1,801		\$1,801.00	
6.02	Shop Drawing & Material Submittal Review	2		20				4																26	\$3,838		\$3,838		\$3,838.00	
6.03	Answer contractor questions (RFI)	2		12																				14	\$2,270		\$2,270		\$2,270.00	
6.04	Plan Revisions	2		8				12																22	\$2,634		\$2,634		\$2,634.00	
6.05	Field Visits to resolve issues	2		10																				12	\$1,960		\$1,960		\$1,960.00	
6.06	Perform ADA ramp certification per OP (40 ramps)	2		2		30																		34	\$4,200		\$4,200		\$4,200.00	
6.07	Compile as built plans	2		4		12		12																30	\$3,406		\$3,406		\$3,406.00	
6.08	Attend weekly progress meetings. Assume 2 hours per meeting including drive time for 9 months of construction activity (include minutes)	24		120																				144	\$23,520		\$23,520		\$23,520.00	
6.09	Participate in walk through	3	3																					6	\$1,128		\$1,128		\$1,128.00	
6.10	QA/QC		2																											
6	SUBTOTAL	42	9	176		42		28							2									299						\$44,757.00
7	Traffic Signal College & Switzer																													
7.01	Preliminary Traffic signal layout at College		2	18			18	20																58	\$6,500		\$6,500		\$6,500.00	
7.01	Final Traffic signal layout at College including interconnect		4	20			60	50																134	\$13,644		\$13,644		\$13,644.00	
7.02	QA/QC	4					4																	8	\$1,204		\$1,204		\$1,204.00	
7	SUBTOTAL	4	6	38			82	70																200						\$21,348.00
Total Man-hours		180.5	370	742.5		967	106	845					52	90	28	23.5	10	45						3460						
Total		\$37,003	\$63,270	\$115,088		\$112,172	\$10,176	\$69,290					\$4,784	\$6,660	\$3,024	\$1,880	\$1,550	\$4,950							\$429,846	\$429,846		\$429,846		\$429,846.00
Total Labor, OH & Profit		\$37,003	\$63,270	\$115,088		\$112,172	\$10,176	\$69,290					\$4,784	\$6,660	\$3,024	\$1,880	\$1,550	\$4,950												\$429,846.00

SUMMARY

Total Labor	\$429,846.00
Total Expenses	\$5,800.00
Vacuum Excavation	\$4,000.00
Title Work (Homestead or Mid America)	\$1,000.00
Landscape Architecture (NSPJ Architects)	\$29,000.00
Total Project Fee	\$469,646.00