

## 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:

### ***Quivira Road, 151<sup>st</sup> to 159<sup>th</sup> (TH-0495)*** (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 Seven Hundred Seventy Four Thousand and No/100s Dollars (\$774,000.00), 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 November 30, 2017.

### **B. REIMBURSABLE EXPENSES**

The Consulting Engineer/Architect shall be reimbursed at the actual cost, not to exceed One Hundred Sixty One Thousand Two Hundred Five and No/100s Dollars (\$161,205.00), 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 part of this project. Exhibit A attached hereto and incorporated herein by reference describes the services required for this project.

#### **C. BIDDING PHASE**

1. Services: The services to be provided during this phase are part of this project. Exhibit A attached hereto and incorporated herein by reference describes the services required for this project.

#### **D. CONSTRUCTION PHASE**

1. In-house Administration and Inspection: The services to be provided during this phase are 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: Michael R. Hess, 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 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 November 30, 2017.

**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

**Exhibit A:**  
**Basic Services and Other Matters**  
**Quivira Road (151<sup>st</sup> Street to 159<sup>th</sup> Street)**  
**City of Overland Park Project No. TH-0495**

**Scope of Project**

This project includes design, plans, and specifications to be used for improving Quivira Road to a standard four-lane thoroughfare from 151<sup>st</sup> Street to 159<sup>th</sup> Street. The improvements will match existing Quivira approximately 500 feet north of the 159<sup>th</sup> Street intersection and also match existing Quivira approximately 500' south of the 151<sup>st</sup> Street intersection. Improvements will also include: new concrete pavement, new sidewalk along west side and new hike/bike trail along east side of Quivira, new ADA sidewalk ramps, new storm sewer system and storm water treatment.

At this time it is anticipated that no retaining walls will be required.

Restoration will only include seeding and sod. No new landscaping or irrigation is to be included. Temporary erosion control will be provided per phased construction.

New street lighting system will be constructed along Quivira.

No new traffic signals will be required. No new fiber optic interconnect will be required.

Phased traffic control and sequence of construction plans will be developed, including: City standard details; typical sections; descriptions of construction sequence, traffic control restrictions; overall general traffic control plan, phased traffic control plan sheets, overall detour route plan.

This project is anticipated to contain Federal Funding and will be reviewed by KDOT and administered by the City of Overland Park through the City's Project Procedures Manual.

The Consulting Engineer shall furnish and perform the various professional duties and services required for the design (Tasks I, II, & III) and the construction consultation (Task IV) of the Project in accordance with all tasks and assumptions listed herein.

**General Design Requirements**

All plan development stages shall be completed no later than the current project schedule's due dates as issued by KDOT, exclusive of delays beyond the consultant's control. If requested, the consultant shall submit to the City (and to the KDOT Secretary of Transportation) progress reports at monthly or at mutually agreed intervals in conformity with the official project schedule.

Because of the Secretary of Transportation of the State of Kansas' (Secretary's) obligation to administer state funds, federal funds, or both, the Secretary shall be a third party beneficiary to this agreement between the City and Consultant. This third party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and

costs the Secretary or the City or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant's negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary's right to payment or reimbursement.

The consultant shall design the Project in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Project Development Manual for Non-National Highway System Local Government Road and Street Projects, Volumes I and II, Bureau of Local Project's (BLP) project memorandums, memos, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, 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 cities project engineer within 30 days of the survey as required by state law. If a Johnson County Horizontal Control marker may be damaged by construction the County public works department should be notified prior to the bid letting.

**Plan Notes - Johnson County Control Bench Marks:**

Any Johnson County Benchmarks, Johnson County Horizontal Control monuments and any Section Corner and Quarter Section Corners within the area surveyed for the project must be conspicuously indicated on the plans. All bench marks and section and quarter section corners and property pins within the construction limits shall include a note for the re-establishment of the monuments.

**Exhibit A:**  
**Basic Services and Other Matters**  
**Quivira Road (151<sup>st</sup> Street to 159<sup>th</sup> Street)**  
**City of Overland Park Project No. TH-0495**

**Completion Time:** The Consulting Engineer hereby agrees to complete preliminary plans suitable for a public information meeting including easement and right-of-way descriptions and drawings (Task I) by September, 2015 and to complete all work necessary to and including preparation of final plans (Task II) by November, 2016.

**Assumptions:**

1. Design and construction documents to use English units.
2. Plans and contract documents for one construction project with single letting.
3. City of Overland Park will administer this project and it will follow the City's Project Procedures manual.
4. Overland Park's standard thoroughfare concrete pavement section is used.
5. Design traffic data, current and projected to design year, and breakdown of traffic numbers by vehicle type percentages to be provided by City.
6. Assumes no septic sewer design.
7. City will provide latest City standards for use on this project.
8. Kaw Valley will obtain title work. Kaw Valley will develop the existing right-of-way. Kaw Valley and HNTB will prepare legal descriptions and tract maps for the proposed right-of-way and easements. Kaw Valley will provide field stakes for up to 2 properties to delineate proposed right-of-way and easements. Donoho will perform appraisals for all takings. Donoho will perform acquisition for City of Overland Park takings.
9. Kaw Valley will perform geotechnical investigation.
10. Does not include any 4(f) or 6(f) evaluation for this project.
11. Does not include construction inspection services.
12. Does not include an environmental assessment or impact statement, historical or other environmental analysis not specifically listed in the basic services.
13. Does not include any identification of or mitigation for wetlands or other aquatic habitat.
14. Does not include any parking lot design or any other untypical roadway design with respect to the Morse area.
15. Does not include any irrigation design.
16. Does not include any wall design.
17. Does not include any structural design of "special" storm sewer inlets or junction boxes.
18. Does not include any sanitary sewer relocation plans, details, or inspection. Assumes only notes and details for sewer manhole adjustment in the roadway plans.
19. Does not include any traffic signal design.
20. Does not include any fiber optic interconnect design.
21. City will provide any necessary right-of-entry for surveys, geotechnical investigations, etc.
22. Does not include any right-of-way surveys or structure staking except as noted.

Item of Work	Project Manager	Senior Engineer	Design Engineer	Technician	Total
	\$195	\$150	\$105	\$90	
<b>1.0 Preliminary Design</b>					
<b>1.1 Project Coordination</b>					
• Develop project design criteria.	2	6	2		10
• Prepare for and attend project kick-off meeting.	2	2	2		6
• Develop project schedule.	1	1			2
• Schedule and coordinate design review meetings with City.	16	16			32
• Correspondence with City on project related items.	24	24			48
• Coordinate with subconsultant Kaw Valley (KVE to provide: surveys, title work, existing R/W, legal review, geotech).	8	4			12
• Coordinate with subconsultant Donoho (providing appraisals and acquisitions).	3	4			7
<b>1.2 Data Collection</b>					
• Collect as-built and development drawings from City.	2	2		2	6
• Compile project photos.	12	2			14
• Develop DTM surface from KVE field surveys.		4	6	12	22
• Field check topo survey.	1	1	8	6	16
• Develop boring location plan. Field measure boring locations.	1	1	4	6	12
<b>1.3 Roadway Design</b>					
• Prepare base map at 1" = 20' including: surveyed topo information, contours (2' intervals), existing property lines, owner info., and existing utilities.	2	4	6	33	45
• Coordinate with City: turn lane requirements, storage length requirements, turning radii requirements, curb return radii, median breaks.	4	6	12		22
• Assess offset alignment thru Morse area.	12	12	20	8	52
• Develop horizontal geometry for Quivira including edge of pavement, curb lines, and sidewalks.	6	22	36	18	82
• Develop horizontal geometry for entrances and sidestreets.	4	12	40	8	64
• Develop vertical geometry for Quivira.	16	16	40		72
• Develop vertical geometry for entrances and sidestreets.	12	20	60		92
• Develop cross slope and/or super transitions.	2	16	40		58
• Prepare for and meet with select property owners to discuss roadway improvements and impacts to property (assume 3 meetings).	9	9	6	6	30
• Create and submit preliminary plan roll drawing to KDOT to initiate environmental clearance review process.	1	2	4	8	15
• Evaluate intersection sight distance.	10	12	40	8	70
• Evaluate grading and ditch options.	10	20	20	6	56
• Assess impacts to properties.	10	12	20	4	46
• Create preliminary surface model, roadway template and cross sections.	4	26	100	4	134
• Develop grading/construction limits.	4	4	10	8	26
<b>1.4 Roadway Plan Development</b>					
• Title sheet.		2		3	5
• General notes.		2		2	4
• Survey reference sheet.	1	2	3	4	10
• Typical section sheets.	2	10	30	36	78
• Roadway plan sheets (1" = 20' scale).	10	20	40	92	162
• Roadway profile sheets.	2	8	18	28	56
• Sidestreet and entrance profile sheets.	2	6	12	24	44
• Roadway cross section sheets. Assume 50' intervals.	6	28	76	24	134
<b>1.5 Drainage</b>					
• Review as-builts and analyze existing systems that will connect to proposed.		4	4		8
• Determine drainage areas.		6	20		26
• Space curb inlets.	2	14	36	8	60
• Lay out pipe network/outlets.	4	8	16	8	36
• Perform storm sewer pipe calculations.		18	36		54
• Design outlet protection.		2	6		8
• Develop pipe profile sheets.		4	16	40	60
• Assess sanitary clearance and include on pipe profile sheets.		2	4	4	10
• Incorporate construct notes into roadway plan sheets.		5	10	18	33
• Develop drainage area sheet.		2	4	8	14
• Create storm sewer calculation table/sheet.		2	4	4	10
• Perform ditch capacity calcs, design special ditches and determine permanent ditch protection.		4	12		16
• Hydraulic design for 1 RCB (at 153rd Street). Assume road class RCB according to KDOT standards.		8	16		24
• Develop RCB geometric layout and plan/profile sheets.	2	8	10	12	32
• Determine location of stormwater treatment structures in conjunction with the City. HNTB to make preliminary assessment and confirm through meeting with the City.	2	8	16	4	30
• Coordinate CIA's with Contech for preliminary sizing of stormwater treatment structures (assumes no parallel system).		4	8		12
• Provide general comparison of downstream outlet flow conditions (before and after improvements).		4	8		12
• Senior technical review of drainage.		8			8

Item of Work	Project Manager	Senior Engineer	Design Engineer	Technician	Total
<b>1.6 Erosion and Sediment Control</b>					
• Meet with City staff to determine BMP's and concepts to be used.	1	2			3
• Visit project site and downstream off-site areas for physical and hydraulic controls.		4	4		8
• Coordinate ESC with preliminary traffic control plan.		2			2
• Develop preliminary ESC plans. Does not include phased plan sheets at this time.		4	6	12	22
<b>1.7 Pavement Marking and Signing</b>					
• Develop preliminary pavement and signing plan sheets (assume 1"=50').	2	8	18	20	48
<b>1.8 Street Lighting</b>					
• Prepare preliminary lighting plans.		24	4	8	36
• Senior technical review.	4				4
<b>1.9 Traffic Control and Sequence of Construction</b>					
• Determine phased construction requirements.	4	12			16
• Determine temporary access requirements during construction.	2	8			10
• Determine detour requirements.	2	4			6
• Develop preliminary Sequence of Construction plans.	2	8	12	16	38
• Assess issues associated with concrete pavement.	2	4	4		10
• Determine R/W requirements associated with Sequence of Construction.	1	4			5
<b>1.10 Field Check Plans</b>					
• Develop Field Check construction quantities.	4	16	64		84
• Develop Field Check project costs (including construction, right-of-way, utility relocations and contingency).	8	12	4		24
• Submit Field Check plans and construction cost estimate to City and KDOT.	2	2		2	6
• Prepare for and attend Field Check meeting.	4	4			8
• Perform Field Check walk-thru with City representatives.	4	4			8
<b>1.11 Right of Way Plans</b>					
• Address Field Check comments with respect to right-of-way and easement requirements.	4	4	6	12	26
• Prepare legal descriptions. Provide hard copy and electronic copy to City (assumes takings for 44 tracts) (does not include front end documents).	6	58	58		122
• Prepare individual color tract maps (assume 44 tracts).	4	12		42	58
• Coordinate with appraiser and acquisition agent during acquisition process.	4	8			12
• Maintain summary of takings.	4				4
<b>1.12 Utility Coordination</b>					
• Prepare and mail project notification letter to utilities at beginning of project.	2	3			5
• Schedule, arrange, and attend "overall" Utility Coordination Meetings. Assume 2 meetings through Field Check and R/W acquisition.	10	12		6	28
• Schedule, arrange, and attend "one-on-one" Utility Coordination Meetings. Assume 2 rounds of meetings with 6 different utilities.	34	32		20	86
• Prepare and coordinate pot-hole requests.	3	16	16		35
• Gather, assess, and distribute pot-hole data.	4	12	12	20	48
• Identify conflicts and develop utility relocation solutions.	24	36	16	12	88
• Phone conversations and e-mail correspondence with utilities.	20	20			40
• Prepare and distribute Utility Master Plan.	4		32	20	56
<b>1.13 Public Information</b>					
• Prepare for and attend Public Information Meeting (assume 2 meetings through R/W). Assume open house style. Prepare comment forms, sign-in sheets, name tags, exhibits, current plan sets (City will prepare and mail invites).	10	6	6	16	38
<b>Preliminary Design Subtotal</b>	<b>386</b>	<b>790</b>	<b>1143</b>	<b>662</b>	<b>2981</b>
			<b>Labor</b>		
			Project Manager @ \$195/hour		\$75,270
			Senior Engineer @ \$150/hour		\$118,500
			Engineer @ \$105/hour		\$120,015
			Technician @ \$90/hour		\$59,580
			<b>Preliminary Design Estimated Labor Costs:</b>		<b>\$373,365</b>
			<b>Expenses</b>		
			Printing and Reproduction =		\$10,811
			Travel/Miscellaneous =		\$250
			Surveys, title work, exist. R/W, legal review =		\$55,044
			Geotechnical Investigation		\$11,850
			Appraisals and Acquisitions =		\$76,350
			<b>Preliminary Design Estimated Expenses</b>		<b>\$154,305</b>
			<b>Estimated Preliminary Design Fee</b>		<b>\$527,670</b>
			<b>Percent of Total Fee</b>		<b>68.2%</b>

Item of Work	Project Manager	Senior Engineer	Design Engineer	Technician	Total
<b>2.0 Final Design</b>					
<b>2.1 Project Coordination</b>					
• Schedule and coordinate review meetings with City.	4	4			8
• Correspondence with City on project related items.	6	6			12
<b>2.2 Roadway</b>					
• Address Field Check comments.	4	10	10	18	42
• Finalize plan and profile sheets.	4	10	18	30	62
• Add soil boring info to profile sheets.	1	1	2	8	12
• Finalize typical sections.	2	4	6	8	20
• Prepare intersection detail sheets including ADA sidewalk improvements. Assumes 4 intersections.	6	32	80	60	178
• Prepare concrete joint details.	2	4	4	8	18
• Prepare concrete joint layout sheets.	8	18	54	56	136
• Layout underdrains.	2	2	6	8	18
• Assist City with coordination required for impacts to private property (monuments, fences, septic systems). Assumes no design.	6	8	8	4	26
• Finalize cross sections.	2	6	36	8	52
• Include City standard details.		2	2	4	8
• Senior technical review.	4				4
<b>2.3 Drainage</b>					
• Address Field Check comments related to drainage.		4	14	8	26
• Make final updates/revisions to drainage sheets.		4	18	10	32
• Include stormwater treatment sheets in plans (City to provide details and specs to be included).		8	16	8	32
• Determine City standard drainage details required.		1	2	2	5
• Senior technical review of drainage.		4			4
• RCB double cell design and details.	1	4	8	8	21
• RCB single cell design and details.	1	4	8	8	21
• RCB wingwall design and details.	1	12	18	12	43
• RCB standard details.			6	6	12
• RCB quantities.	1	12	12		25
• RCB external meetings and site visit.	1	6	2		9
<b>2.4 Erosion and Sediment Control</b>					
• Create narrative explanation of phased ESC plan.		2	6		8
• Develop phased ESC plan sheets with sequencing paralleling construction phasing (assume 3 phases).		4	14	18	36
• Check design for 2-year return interval (hydraulic analysis).		2	6		8
• Determine City ESC standard details to include.		1	1	1	3
• Develop phased ESC quantities and include summary table for each phase.		2	8	6	16
• Review design with City staff and make requested revisions/updates.	1	4	2	8	15
<b>2.5 Pavement Marking and Signing</b>					
• Finalize pavement marking and signing sheets.	1	2	6	8	17
• Determine City standard details to include.		1	1	2	4
• Complete tables on standard detail sheets.		2	8	6	16
<b>2.6 Street Lighting</b>					
• Prepare final lighting plans.		24	4	8	36
• Prepare final quantities and cost estimate.		4		1	5
• Incorporate City standard details.		1		2	3
• Senior technical review.	4				4
<b>2.7 Traffic Control and Sequence of Construction</b>					
• Include City standard details and (if needed) update project specific traffic control general notes.	2	2	2	2	8
• Develop typical sections denoting phased construction (assume 3 phases).	4	10	12	16	42
• Develop descriptions of: Sequence of Construction, Traffic Control Lane Restrictions, and Miscellaneous traffic control notes (assume 3 phases).	4	12	4	6	26
• Develop overall General Traffic Control plan sheet (assume 3 phases).	1	6	4	6	17
• Develop phase traffic control plan sheets (assume 1" = 20') which include: construction requirements, traffic control devices, temporary marking requirements, and any special notes (assume 3 phases).	14	28	36	62	140
• Develop overall detour route plan sheets.	4	4	4	8	20
<b>2.8 Final Plans</b>					
• Develop Final construction quantities and quantity summary tables.	4	12	56	38	110
• Develop Final construction cost estimate.	4	8	4		16
• Assist City with specifications/contract document preparation.	4	20	4		28
• Submit Final Review plans to City and KDOT.	1	2		2	5
• Make updates per Final Review plan comments.	8	18	18	18	62
• Provide CAD drawings and TIFF images of Final Bid Plans to City.	1	2		12	15



EXHIBIT A

Item of Work	Project Manager	Senior Engineer	Design Engineer	Technician	Total
<b>2.9 Utility Coordination</b>					
• Answer questions that arise during utility relocation field activities.	4	6	6	4	20
• Meet in field during utility relocation activities.	4	6			10
• KVE to stake Quivira centerline at 100' intervals. HNTB provide coordinates every 100'.	1		2		3
• Update Utility Master Plan per actual field relocations (assumes no surveys).		2		2	4
• Provide benchmark data, and staking of proposed storm structures for utility relocation coordination.	1	4	4	4	13
<b>2.10 Permits</b>					
• Prepare NPDES Permit Application.	1	2	8		11
• Prepare USACE 404 Permit (Assumes Nationwide 14).	1	8	16		25
• Prepare SWPPP.	1	6	12	4	23
<b>Final Design Subtotal</b>	<b>126</b>	<b>373</b>	<b>578</b>	<b>518</b>	<b>1595</b>
			<b>Labor</b> Project Manager @ \$195/hour      \$24,570 Senior Engineer @ \$150/hour      \$55,950 Engineer @ \$105/hour              \$60,690 Technician @ \$90/hour              \$46,620 <b>Final Design Estimated Labor Costs:</b> <u>\$187,830</u>		
			<b>Expenses</b> Printing and Reproduction =      \$5,500 Travel/Miscellaneous =              \$200 <b>Final Design Estimated Expenses</b> <u>\$5,700</u>		
			<b>Estimated Final Design Fee</b> <u>\$193,530</u> <b>Percent of Total Fee</b> <u>25.0%</u>		

Item of Work	Project Manager	Senior Engineer	Design Engineer	Technician	Total
<b>3.0 Bidding</b>					
• Prepare and provide plans and specifications in either or both hard copy and electronic (.pdf) formats to bidders at cost to recover expenses of duplication and handling.	2	4		4	10
• Supply plans and specifications in both hard copy and electronic (.pdf) formats to Plan Rooms. Assumes up to 5 sets of full size plans will be provided at no cost.	2	4		4	10
• Maintain bid holders list.	2	2			4
• Provide consultation/answer questions during bidding process.	4	6			10
• Arrange for, attend, and prepare meeting minutes for Pre-Bid Conference.	4				4
• Attend bid letting.	2				2
• Consult with and advise City as to the acceptability of subcontractors proposed to do work by general contractor.	1	1			2
• Prepare written addenda to bidding documents as required or requested. Assumes only minor plan or specification revisions.	4	6		2	12
• Assist City in analyzing bids and making recommendation for award of construction contract.	1		3		4
• Prepare report for City identifying why bids exceeded estimate (if applicable).	1				1
• Prepare bid tabulation in Excel format.	2	2	4		8
• Arrange for, attend, and prepare meeting minutes for Pre-Construction Conference with City representatives, successful bidder, and utility companies.	5	3			8
• Provide up to 5 sets of half size (11" x 17") color utility relocation plans to Contractor.		1		2	3
• Provide up to 5 full size plan sets, 13 half size plan sets, and 22 specifications/contract documents to City, County and Contractor.	1	2	2	4	9
<b>Bidding Subtotal</b>	<b>31</b>	<b>31</b>	<b>9</b>	<b>16</b>	<b>87</b>
			<b>Labor</b> Project Manager @ \$195/hour \$6,045 Senior Engineer @ \$150/hour \$4,650 Engineer @ \$105/hour \$945 Technician @ \$90/hour \$1,440 <b>Bidding Estimated Labor Costs: \$13,080</b>		
			<b>Expenses</b> Printing and Reproduction = \$3,700 Travel/Miscellaneous = \$50 <b>Bidding Estimated Expenses \$3,750</b>		
			<b>Estimated Bidding Design Fee \$16,830</b> <b>Percent of Total Fee 2.2%</b>		
<b>4.0 Construction Services</b>					
• Prepare for and attend Public Information Meeting. Assume open house style. Prepare comment forms, sign-in sheets, name tags, exhibits, current plan sets (City will prepare and mail invites).	4	4	4	6	18
• Respond to questions during construction (assume 1 year construction schedule).	14	8	6		28
• Review drainage structure shop drawings (precast inlets and manholes).	2	10	18		30
• Review RCB design and shop drawings (assume precast RCB).	1	4	6		11
• Review RCB handrail shop drawings (assume 2).		2	4		6
• Review stormwater treatment structure shop drawings.	1	2	8		11
• Prepare minor plan revisions as necessitated by conditions encountered in the field (does not include traffic control plans).	2	8	8	12	30
• Attend weekly construction progress meetings.	64				64
• Participate in final walk-through inspection.	4				4
• Prepare final record drawings which reflect: all change orders, minor design changes, changes made in the field by City representatives.	2	6	4	18	30
• Submit updated CAD drawings, TIFF images, and one full-size set of revised drawings.		1		4	5
<b>Construction Services Subtotal</b>	<b>94</b>	<b>45</b>	<b>58</b>	<b>40</b>	<b>237</b>
			<b>Labor</b> Project Manager @ \$195/hour \$18,330 Senior Engineer @ \$150/hour \$6,750 Engineer @ \$105/hour \$6,090 Technician @ \$90/hour \$3,600 <b>Construction Services Estimated Labor Costs: \$34,770</b>		
			<b>Expenses</b> Printing and Reproduction = \$1,100 Travel/Miscellaneous = \$100 <b>Construction Services Estimated Expenses \$1,200</b>		
			<b>Estimated Construction Services Design Fee \$35,970</b> <b>Percent of Total Fee 4.6%</b>		
<b>Total Estimated Fee</b>					<b>\$774,000</b>

# Exhibit B

## HNTB SCHEDULE OF HOURLY CHARGES

<b>Position Classification</b>	<b>Hourly Billing Rate</b>
Group Director	\$ 295.00
Senior Project Manager	\$ 225.00
Project Manager II	\$ 200.00
Project Manager	\$ 155.00
Sr. Project Engineer/Sr. Squad Leader	\$ 160.00
Project Engineer	\$ 135.00
Engineer III	\$ 115.00
Engineer II	\$ 105.00
Engineer I	\$ 95.00
Engineer	\$ 90.00
Senior Technician	\$ 105.00
* Technician II	\$ 90.00
* Technician I	\$ 70.00
Office Business Manager	\$ 150.00
Project Analyst	\$ 110.00

\* For any nonexempt personnel in positions marked with an asterisk (\*), overtime will be billed at 1.5 times the hourly labor billing rates shown

Note

Rates are effective for services assuming a final construction completion of November, 2017. This includes an assumption that preliminary plans and right of way drawings and descriptions will be complete by September, 2015 and final plans by November, 2016. If schedule changes, HNTB reserves the right to modify the rates above.