

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 (hereinafter the "Project") in Overland Park, Kansas, described as follows:

Quivira, 119th Street to College Boulevard – TH-0552

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

SECTION I - DEFINITIONS

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

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

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

"Construction Cost" means and includes the cost of the entire construction of the Project, including all supervision, materials, supplies, labor, tools, equipment, transportation and/or other facilities furnished, used or consumed, without deduction on account of penalties, liquidated damages or other amounts withheld from payment to the contractor or contractors, but such cost shall not include the Consulting Engineer/Architect's fee, or other payments to the Consulting Engineer/Architect and shall not include cost of land or rights-of-way and easement acquisition.

"Contract Documents" means those documents so identified in the Agreement for Construction for this Project, including all Engineering/Architectural Documents. All terms defined in the General Conditions shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.

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

"Engineering/Architectural Services" means the professional services, labor, materials,

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

"Project" is as above described.

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

"Right-of-Way" and "Easements" means and includes street, highway, or road right-of-way and any other land dedicated to or otherwise subject to public use.

"Subsurface Borings and Testing" means borings, probings and subsurface explorations, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all the foregoing.

"Traffic Control Plan" means a specific plan that includes but is not limited to signing; application and removal of pavement markings; construction sequencing and scheduling; methods and devices for delineation and channelization; placement and maintenance of devices; traffic regulation; and inspection.

SECTION II - COMPENSATION

1. Total Fee: City agrees to pay Consulting Engineer/Architect an amount not to exceed Six Hundred Ninety-Eight Thousand Seven Hundred and No/100s Dollars (\$ 698,700.00) including reimbursables, as defined in Exhibit "A". The fee is based on the performance of the scope of services outlined in this Agreement as Exhibit "A". Payment to the Consulting Engineer/Architect shall be billed monthly based upon the incurred direct payroll times a factor of 3.0, plus project chargeable reimbursable expenses. All work shall be completed on or before April 1, 2013. Consulting Engineer/Architect may alter the compensation distribution between individual phases, tasks (labor, direct expenses, and subconsultant expenses), or work assignments to be consistent with the services actually rendered, within the total contract maximum amount. Consulting Engineer/Architect shall not exceed the maximum amount payable without prior written consent of City:

Preliminary Design Phase	70.64%
Final Design Phase	23.60%
Bidding Phase	1.82%
Construction Phase	3.94%
TOTAL	100 %

2. Reimbursable Expenses: The Consulting Engineer/Architect shall be reimbursed at the actual cost for the following expenses: (a) expense of transportation in connection with the Project; (b) expenses in connection with authorized out-of-town travel; (c) long-distance communications; (d) expenses of printing and reproductions; (e) postage and facsimile transmissions; (f) expenses of renderings and models requested by City, and (g) other costs as authorized by City.
3. Additional Services: Consulting Engineer/Architect shall provide, with City's concurrence, services in addition to those listed in Section III when such services are requested or authorized in writing by City. Prior to commencing any additional services, Consulting Engineer/Architect must submit a proposal outlining the additional services to be provided, estimation of total hours, completion date, and a maximum fee based upon the direct payroll times a factor of 3.00, plus reimburseable expenses paid at actual costs. 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 based upon direct payroll times a factor of 3.00. Reimbursable expenses incurred in conjunction with additional services shall be paid separately and those reimbursable expenses shall be paid at actual cost. Records of reimbursable expenses and expenses pertaining to additional services shall be made available to City, if so requested.
4. Special Services: Consulting Engineer/Architect may be called on to serve as a consultant or witness in any litigation, arbitration, legal or administrative proceeding arising out of this Project. Consulting Engineer/Architect shall not be paid extra by City if its appearance is to defend its professional Engineering/Architectural Services. Consulting Engineer/Architect shall not be paid extra by City to appear at eminent domain or appraiser's hearings necessary to acquire easements and right-of-way for the Project. If Consulting Engineer/Architect is requested, in writing, by City, to appear as a general witness, it will be paid based upon direct payroll times a factor of 3.00, plus project chargeable reimbursable expenses.
5. Billing: Consulting Engineer/Architect shall bill City monthly for all completed services and reimbursable expenses. The bill submitted by Consulting Engineer/Architect shall itemize

the services and reimbursable expenses for which payment is requested. City agrees to pay Consulting Engineer/Architect within thirty (30) days of approval by the Governing Body.

6. City's Right to Withhold Payment: In the event City becomes credibly informed that any representations of Consulting Engineer/Architect provided in its monthly billing, are wholly or partially inaccurate, City may withhold payment of sums then or in the future otherwise due to Consulting Engineer/Architect until the inaccuracy and the cause thereof, is corrected to City's reasonable satisfaction. In the event City questions some element of an invoice, that fact shall be made known to Consulting Engineer/Architect immediately. Consulting Engineer/Architect will help effect resolution and transmit a revised invoice, if necessary. Amounts not questioned by City shall be paid to Consulting Engineer/Architect in accordance with the contract payment procedures.
7. Progress Reports: A progress report must be submitted with each monthly pay request indicating the percentage of design tasks completed to date. This report will serve as support for payment to Consulting Engineer/Architect.
8. Change in Scope: For substantial modifications in authorized Project scope, and/or substantial modifications of drawings and/or specifications previously accepted by City, when requested by City and through no fault of Consulting Engineer/Architect, the Consulting Engineer/Architect shall be compensated for time and expense based upon direct payroll times a factor of 3.00, plus project chargeable reimbursable expenses required to incorporate such modifications; provided, however, that any increase in Contract Price or Contract Time must be approved through a written Change Order. Consulting Engineer/Architect shall correct or revise any errors or deficiencies in its designs, drawings or specifications without additional compensation when due to Consulting Engineer/Architect's negligence or other actionable fault.
9. Change Orders: This Agreement may be amended to provide for additions, deletions and revisions in the Engineering/Architectural Services or to modify the terms and conditions thereof by either written amendment or by Change Order. The Contract Price and Contract Time may only be changed by a written Change Order approved by City, unless it is the result of an emergency situation in which case the Project Manager may give written approval to be followed by a written and approved Change Order. If notice of any change affecting the general scope of the Engineering/Architectural Services or provisions of this Agreement, including but not limited to, Contract Price or Contract Time, is a requirement of any insurance policy held by Consulting Engineer/Architect as a requirement of this Agreement, the giving of such notice shall be the Consulting Engineer/Architect's responsibility.

SECTION III - RESPONSIBILITIES OF CONSULTING ENGINEER/ARCHITECT

Consulting Engineer/Architect shall furnish and perform the various professional duties and services in all phases of the Project to which this Agreement applies as herein provided and which are required for the construction of the Project which services shall include:

A. PRELIMINARY DESIGN PHASE

1. Services: The services to be provided during this phase are set out in Exhibit A attached hereto and incorporated by reference.
2. Preliminary Design Documents: Consulting Engineer/Architect shall furnish the City six (6) copies of the above preliminary design documents, unless otherwise noted in Exhibit A.
3. Preliminary Cost Estimate: Consulting Engineer/Architect shall furnish City an estimate of probable Construction Cost based on the preliminary design. Consulting Engineer/Architect's estimate of probable Construction Cost is to be made on the basis of Consulting Engineer/Architect's experience and qualifications and represent Consulting Engineer/Architect's best judgment as an experienced and qualified design professional, familiar with the construction industry.
4. Budget: Consulting Engineer/Architect shall advise City if, in its opinion, the amount budgeted for construction is not sufficient to adequately design and construct the improvement as requested.

B. FINAL DESIGN PHASE

1. Services: The services to be provided during this phase are set out in Exhibit A attached hereto and incorporated by reference.
2. Final Design Documents: Consulting Engineer/Architect shall furnish City six (6) copies, unless otherwise noted in Exhibit A, of the above final design plans and shall also prepare the necessary plans and applications for permits for submission to and approval of local, county, state and federal authorities having proper jurisdiction as may be required for initiation, prosecution and construction of the Project.
3. Contract Documents: Consulting Engineer/Architect shall prepare for City, contract agreement forms, final design plans, general conditions and supplementary conditions, bid forms, invitations to bid and instructions to bidders and assist in the preparation of other related documents, unless such documents are provided by City.
4. Final Cost Estimate: Consulting Engineer/Architect shall furnish City an estimate of probable Construction Cost based on final design. This estimate is commonly known as the "Engineer/Architect's Estimate" and will be used as the basis for construction contract award.
5. Budget: Consulting Engineer/Architect shall advise City if, in its opinion, the amount

budgeted for the Project is not sufficient to cover all Project costs, including but not limited to, construction, right-of-way and easement acquisition, inspection and testing.

C. BIDDING PHASE

1. Services: The services to be provided during this phase are set out in Exhibit A attached hereto and incorporated by reference.
2. Bids Exceeding Cost Estimate: If all bids exceed Consulting Engineer/Architect's Final Cost Estimate, Consulting Engineer/Architect, at the request of City and for no additional cost, will prepare a report for City identifying why all the bids exceed the estimate. The City has four (4) options if all bids exceed Consulting Engineer/Architect's estimate. The City may: (1) give written approval of an increase in the project cost up to a maximum of 7% of the authorized total; (2) authorize rebidding of the project; (3) terminate the Project and this Agreement; or (4) cooperate in revising the Project scope or specifications, or both, as necessary to reduce the construction cost. In the case of (4), Consulting Engineer/Architect, without additional charge to City, shall consult with City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the Consulting Engineer/Architect's estimate.

D. CONSTRUCTION PHASE

1. In-house Administration and Inspection: It is understood that City will provide in-house administration and inspection of the construction Agreement; however, Consulting Engineer/Architect shall consult with and advise City, when requested.
2. Services: The services provided during this phase are set out in Exhibit A attached hereto and incorporated herein.
3. Additional Drawings: If during construction, situations arise which require additional drawings or details, Consulting Engineer/Architect agrees to provide such additional drawings or details at no cost to City when the additional drawings or details are required to correct Consulting Engineer/Architect's errors or omissions or clarify Consulting Engineer/Architect's intent in the original design and preparation of construction drawings. If such situations occur through no fault of Consulting Engineer/Architect, or are beyond his/her control, both parties agree to negotiate an equitable payment to Consulting Engineer/Architect for his/her services rendered, which shall be accomplished through a Change Order.
4. Staking: Unless otherwise provided, staking shall be included in the bid specifications to be performed by the construction contractor.
5. Notice of Defects: If, based on Consulting Engineer/Architect's involvement during

the construction phase, Consulting Engineer/Architect observes or otherwise becomes aware of any defect in the work, he shall give prompt written notice to City of such defects and their approximate location on the Project. However, Consulting Engineer/Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions, inspections and programs in connection with the work, since these are solely the Contractor's responsibility under the contract for construction. Consulting Engineer/Architect shall not be responsible for the Contractor's schedules or failure to carry out the work in accordance with the Contract Documents. Consulting Engineer/Architect shall not have control over or charge of acts or omissions of the Contractor, Contractor's subcontractors, or their agents or employees.

6. Shop Drawings: Consulting Engineer/Architect shall review and take appropriate action on Contractor's shop drawings and samples, and the results of tests and inspections and other data which each contractor is required to submit for the purposes of checking for compliance with the design concept and conformance with the requirements of the Contract Documents. Such review shall not extend to means, methods, sequences, techniques or procedures of construction, or to safety precautions and programs incident thereto, unless an obvious deficiency exists wherein Consulting Engineer/Architect will advise City of such defect or deficiency so the same can be prevented.
7. As Constructed Plans: The Consulting Engineer/Architect shall prepare final plan drawings which reflect change orders, minor design changes and which include changes made in the field and which are marked on the construction plan set. Because some of the data contained on the "As Constructed Plans" may be based on unverified information provided by others, the Consulting Engineer/Architect does not warrant the accuracy of information provided by others.

E. GENERAL DUTIES AND RESPONSIBILITIES

1. Responsibilities under the General Conditions of the Contract for Construction: In addition to the responsibilities herein set forth, Consulting Engineer/Architect agrees to be responsible for those matters identified in the General Conditions as being responsibilities of the Consulting Engineer/Architect. Consulting Engineer/Architect specifically acknowledges receipt of a copy of the General Conditions and acceptance of the responsibilities as set forth therein.
2. Personnel: Consulting Engineer/Architect shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this

Agreement, the parties anticipate that the following individual will perform as the principal on this Project: 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

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

SECTION V - GENERAL PROVISIONS

A. TERMINATION

1. Notice: City reserves the right to terminate this Agreement in whole or in part either for cause or for its convenience and without cause or default on the part of Consulting Engineer/Architect, by providing ten (10) days' written notice of such

termination to Consulting Engineer/Architect. Upon receipt of such notice from City, Consulting Engineer/Architect shall, at City's option as contained in the notice: (1) immediately cease all Engineering/Architectural Services; or (2) meet with City and, subject to City's approval, determine what Engineering/Architectural Services shall be required of Consulting Engineer/Architect in order to bring the Project to a reasonable termination in accordance with the request of City. Consulting Engineer/Architect shall also provide to City copies of all drawings and documents completed or partially completed at the date of termination.

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

2. Termination for Cause: If this Agreement is terminated for cause, after notice to Consulting Engineer/Architect, City may take over the Engineering/Architectural Services and prosecute same to completion, by contract or otherwise, for the amount and at the expense of the Consulting Engineer/Architect, and the Consulting Engineer/Architect shall be liable to the City for any and all excess cost sustained by the City by reason of such prosecution and completion. When Consulting Engineer/Architect's services have been so terminated, such termination shall not affect any rights or remedies of the City against Consulting Engineer/Architect then existing or which may later accrue. Similarly, any retention or payment of monies due Consulting Engineer/Architect shall not release Consulting Engineer/Architect from liability.
3. Compensation for Convenience Termination: If City shall terminate for its convenience as herein provided, City shall compensate Consulting Engineer/Architect for all Engineering/Architectural Services satisfactorily completed to date of its receipt of the termination notice and any additional Engineering/Architectural Services requested by City to bring the Project to reasonable termination. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.
4. Compensation for Cause Termination: If City shall terminate for cause or default on the part of Consulting Engineer/Architect, City shall compensate Consulting Engineer/Architect for the reasonable cost of Engineering/Architectural Services satisfactorily completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed. City also retains all its rights and remedies against Consulting Engineer/Architect including but not limited to its rights to sue for damages, interest and attorney fees.

5. Incomplete Documents: Neither Consulting Engineer/Architect, nor its subcontractors shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this Section; Consulting Engineer/Architect having been deprived of the opportunity to complete such documents and certify them as ready for construction.

B. DISPUTE RESOLUTION

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

C. OWNERSHIP OF ENGINEERING/ARCHITECTURAL DOCUMENTS

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

D. INSURANCE

1. General

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

material modification or cancellation of any policy listed on the Certificate.

2. Notice of Claim Reduction of Policy Limits

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

The Consulting Engineer/Architect shall monitor and promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the contract) if the Consulting Engineer/Architect's limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum amounts required herein. The Consulting Engineer/Architect shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

3. General Liability

Limits -

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

Policy MUST include the following conditions:

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

4. Automobile Liability

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

Limits -

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

Same as General Liability

Policy MUST include the following condition:

Name City of Overland Park as "Additional Insured"

5. Workers' Compensation

This insurance shall protect the Consulting Engineer/Architect against all claims under applicable state workers' compensation laws. The Consulting

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

Workers' Compensation: Statutory

Employers Liability -

Bodily Injury by Accident: \$ 100,000 Each Accident

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

Bodily Injury by Disease: \$ 100,000 Each Employee

6. Professional Liability

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

7. Industry Ratings

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

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

OR

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

8. Subcontractors' Insurance

If a part of the Agreement is to be sublet, the Consulting Engineer/Architect shall either:

- a. Cover all subcontractors in its insurance policies, or
- b. Require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss as and in the minimum amounts designated.

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

9. Railroad Protective Liability

(Additional requirement applicable when working on railroad property.)

Named Insured: Applicable Railroad

Limits - Bodily Injury & Property Damage: Per Railroad Requirements

10. Aircraft Liability

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

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

Damage:

\$ 1,000,000 Each Occurrence

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

Policy MUST include the following condition:

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

E. INDEMNITY

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

"Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Agreement whether arising before or after the completion of the Engineering/Architectural Services required hereunder.

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

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

In the case of any claims against the City, its employees or agents indemnified under this Agreement, by an employee of the Consulting Engineer/Architect, its affiliates, subsidiaries, or subcontractor/assignees, the

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

F. AFFIRMATIVE ACTION/OTHER LAWS

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

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

- who employs fewer than four employees during the term of such contract; or
- whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.

2. The Consulting Engineer/Architect further agrees that the Consulting Engineer/Architect shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

G. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

H. APPLICABLE LAW

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

I. ASSIGNMENT OF AGREEMENT

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

J. NO THIRD PARTY BENEFICIARIES

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

K. INDEPENDENT CONTRACTOR

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

L. WORK PRODUCT FORMAT

1. Project Drawings: Project drawings which are developed by Consulting Engineer/Architect through the use of a Computer Aided Drafting (CAD) System shall be made available to City by providing a Microsoft compatible compact disc. However, due to the potential that the information set forth on the electronic media (disk) can be modified by City, or City consultants, unintentionally or otherwise, Consulting Engineer/Architect shall remove all indices of its ownership, professional corporation name, seal, and/or involvement from each electronic display. For documentation purposes, two sets of an original electronic media (disk) and two (11" x 17" size or larger) duplicate hard copy sets will be prepared. One set will be given to City and one set will be retained by Consulting Engineer/Architect. If City provides such electronic media (disk) to others for any purpose, City shall require the

electronic media (disk) to be returned to City upon completion of such use. City recognizes that use of such electronic media (disk) will be at City's sole risk and without any liability risk or legal exposure by Consulting Engineer/Architect.

2. Project Documentation: All documentation provided to the City other than project drawings shall be furnished on a Microsoft compatible compact disc.
3. "Record" Drawings: Following construction, City will provide copies of changes and alterations made in the field during construction to Consulting Engineer/Architect to provide "record" drawings, unless Consulting Engineer/Architect has provided a floppy disk to City on which City can make changes. Consulting Engineer/Architect has the right to rely on the information provided by the City in preparing such documents, and shall have no independent duty to verify its accuracy.

M. FEDERAL LOBBYING ACTIVITIES

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

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

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

N. COVENANT AGAINST CONTINGENT FEES

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

O. COMPLIANCE WITH LAWS

Consulting Engineer/Architect shall abide by all applicable federal, state and local laws, ordinances and regulations applicable to the Engineering/Architectural Services or the Project at the time Services are rendered. Consulting Engineer/Architect shall secure all occupational and

professional licenses and permits from public and private sources necessary for the fulfillment of his/her obligations under this Agreement.

P. TITLES, SUBHEADS AND CAPITALIZATION

Title and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of this Agreement. Some terms are capitalized throughout this Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

Q. SEVERABILITY CLAUSE

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

R. EXECUTION OF CONTRACT

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

HNTB CORPORATION

By:

Michael R. Hess, P.E.

VICE PRESIDENT
Title

CITY OF OVERLAND PARK, KANSAS

Carl Gerlach, Mayor

ATTEST:

Marian Cook
City Clerk

APPROVED AS TO FORM:

Tammy M. Owens
Senior Assistant City Attorney

Quivira Road Widening (119th Street to College Boulevard)

Exhibit A: Basic Services and Other Matters

Scope of Project

This project includes design, plans, and specifications to be used for construction of the widening of Quivira Road to a basic six-lane section with turn lanes from 119th Street to College Boulevard (approximately 6100 feet). The new northbound third through lane will be developed just south of the 119th Street intersection. And a new southbound right-turn lane will be added at College Boulevard. Reconstruction of side streets and commercial entrances as currently configured is anticipated, with tie-ins occurring at the curb returns when possible. Improvements will include widening to the outside and the median, new outside curb and gutter (as required), new median curb (as required), deep mill and/or replacement of the entire roadway, new sidewalk as needed, curb and gutter replacement as needed, sidewalk replacement as needed, ADA sidewalk ramp replacement for corridor, and modifications to the existing storm sewer system.

At this time it is anticipated that 5 total retaining walls will be required (4 standard City integral sidewalk retaining walls, and 1 cast-in-place fill retaining wall).

Restoration will include seeding and sod, new median landscaping (similar to recent College Boulevard median landscaping), new median irrigation, and irrigation replacement. Temporary erosion control will be provided per phased construction.

Signalized intersections will be modified/reconstructed at the following locations assuming video detection: 119th Street, South Campus Drive, College Boulevard. It is assumed that one temporary signal will be required. The existing street lighting system will be replaced along Quivira Road for the entire length of the project with new twin-arm median mounted light standards and luminaries. Fiber optic conduit and cable will be placed in the Quivira Road median the entire length of the project. The City will provide fiber optic cable termination information for insertion in the construction documents.

The city's standard traffic control details will be used as the primary basis for the traffic control plans. In addition to the standard details, sequence of construction descriptions and traffic control lane reduction restrictions will be provided along with any road closing and detour plans.

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.

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the Regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such ACT, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

CLARIFICATION

Where the term "consultant" appears in the following "Nondiscrimination Clauses", the term "consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the consultant, or the consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) **Compliance with Regulations:** The consultant will comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 2) **Nondiscrimination:** The consultant, with regard to the work performed by the consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) **Solicitations for Subcontractors, including Procurements of Material and Equipment:** In all solicitations, either competitive bidding or negotiation made by the consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) **Information and Reports:** The consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) **Employment:** The consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or natural origin.
- 6) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the consultant under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) **Disadvantaged Business Obligation**
 - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) **Executive Order 12898**
 - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with this Order.
- 9) **Incorporation of Provisions:** The consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the State to enter into such litigation to protect the interests of the State.

Quivira Road
(119th Street to College Boulevard)
Exhibit A: Basic Services and Other Matters

Item of Work	Project Manager	Senior Engineer	Design Engineer	Surveyor	Technician	Total
Task I. Preliminary Design						
1.01. Data Collection.						
A. Attend pre-design meeting	2	2	2	0	0	6
B. Develop design criteria for the project.	1	0	4	0	0	5
C. Develop MS Project design schedule. Schedule to include: Surveys complete, Data Collection complete, Preliminary plans complete, Preliminary plans to utilities, Field Check plans complete, Legal descriptions to City, Public meetings, Agency permits submitted, Final Plans complete, and Project ready to bid. Submit copy to City and provide digital updates at scheduled progress meetings if necessary.	0	0	2	0	0	2
D. Schedule and coordinate project activities with KDOT and the City (where applicable).	4	0	2	0	0	6
E. Field data collection:						
1. Control Surveys						
a. Survey research, planning and survey crew coordination	0	16	0	4	0	20
b. Download and process control surveys	0	2	0	12	0	14
c. Recover and survey section corners and subdivision corners.	0	0	0	40	0	40
d. Establish project horizontal control points.	0	0	0	32	0	32
e. Provide reference ties for section corners and project control points	0	0	0	12	0	12
f. Recover project benchmarks	0	0	0	8	0	8
g. Establish temporary benchmarks throughout the project as needed for design surveys.	0	0	0	40	0	40
2. Field surveys.						
a. Field design surveys of all existing surface topographic features within the project limits (roughly 60' to 70' each side of the section line). Includes shots at pavement tie-in locations, existing storm and sanitary systems, visible irrigation systems, fences, trees, building corners, etc. to create project mapping.	0	0	0	320	0	320
b. Survey existing back of curb, edges of pavement, and pertinent existing lane lines across roadway. (Assumes full depth replacement at 119th and College intersections is not required)	0	0	0	144	0	144
c. Download and process design surveys.	0	0	0	16	0	16
d. Develop DTM surface within project limits based on field surveys.	0	0	20	0	4	24
e. Field measure existing flowlines and dimensions of pertinent drainage and storm structures.	0	0	0	32	4	36
f. Provide miscellaneous pick-up surveys for critical areas outside original survey limits as preliminary design progresses.	0	0	4	12	2	18
g. Survey soil boring locations and elevations as staked by the geotechnical firm (assume 27 boring locations).	0	0	0	8	0	8
h. Survey utility pothole locations needed for project design (assume 1 man GPS, 4 trips, 4 hrs per trip).	0	0	0	16	0	16
i. Perform field check of topo surveys. Update mapping.	0	0	16	0	4	20
j. Prepare and submit to governmental agencies a certified land corner record for each section corner recovered and used on this project (assume 3 section corners).	0	6	0	0	0	6
3. Contact utilities and obtain record facility maps.	0	0	2	0	0	2
4. Contact Kansas One-Call and coordinate marking of underground utilities and field locate all marked or visible utilities.	0	12	0	76	0	88
5. Contact homes associations and/or property owners to field locate all existing irrigation systems and to obtain "as-built" plans where available. Assumes 8 systems.	0	2	0	32	0	34
6. Compile project photos of existing conditions (roadway, entrances, monuments, grading, etc.).	0	0	6	0	0	6
F. Ownership and abutting property information:						
1. Obtain plats from City.	0	0	1	0	0	1
2. Obtain ownership information. The Consulting Engineer shall assist the City in contracting with an approved title company for ownership information investigations. The costs associated with ownership information investigations shall be paid by the City.	2	0	0	0	1	3
a. Review ownership and encumbrance reports from the title company and develop list of comments for possible changes.	0	32	0	0	0	32
3. Collect record drawings on adjacent projects and subdivisions from City.	0	0	1	0	0	1
G. Create coordinate geometry for existing road right-of-way, property lines and existing easements (assumes 63 tracts).	0	96	0	0	0	96
H. Prepare CAD drawing and label all existing right-of-way, property lines, easements subdivisions, Quarter Section info and owners names.	0	16	0	0	6	22

Quivira Road
(119th Street to College Boulevard)
Exhibit A: Basic Services and Other Matters

Item of Work	Project Manager	Senior Engineer	Design Engineer	Surveyor	Technician	Total
I. The Consulting Engineer shall subcontract with a City approved geotechnical firm for sub-surface investigations and foundation recommendations. The costs associated with the work, including field staking boring locations and elevations, shall be paid by the Consulting Engineer to the geotechnical firm. This cost shall be included in the total compensation fee as outlined in Section II of the Engineering/Architectural Services Agreement.	2	0	0	0	1	3
1. The Consulting Engineer shall review and submit to the City a copy of the geotechnical investigation report. This report will include a summary of existing soil/rock conditions, pavement core information, pavement design recommendations, possible identification of susceptible sub-surface conditions along the project, and recommendation for contaminated site.	1	0	0	0	0	1
J. Obtain from the City current daily traffic volumes and peak period traffic counts.	0	0	1	0	0	1
1.02. Prepare base map at 1"=20' including: surveyed topo information, contours (at 2' intervals), existing property lines, owner info., existing utility facilities from surveys.	1	0	6	0	32	39
1.03. Preliminary Design - Concept						
A. Geometrics						
1. Set Quivira Rd centerline.	0	0	2	0	0	2
2. Evaluate widening options. Develop conceptual typical sections for Quivira Rd widening options. Options include widening to the outside, widening to the median, and a combination of widening to the outside and the median.	10	0	40	0	16	66
a. Evaluate R/W impacts.	0	0	4	0	0	4
b. Evaluate impact to trees, monuments, fences, sprinklers, private landscaping.	1	0	2	0	0	3
c. Review tie-in at south end and north end of the project.	2	2	8	0	4	16
d. Evaluate retaining wall requirements.	1	0	8	0	2	11
e. Evaluate storm sewer requirements.	0	0	4	0	0	4
f. Evaluate traffic signal and street lighting requirements. Assess construction costs.	0	1	0	0	0	1
g. Evaluate utility relocation requirements.	2	0	10	0	0	12
h. Evaluate intersection sight distance for widening options.	2	0	16	0	0	18
i. Evaluate cost comparison for widening options.	2	0	8	0	0	10
3. Prepare preliminary working plan roll drawing showing widening options.	1	0	8	0	12	21
4. Meet with City and review widening options. Determine widening option to proceed with preliminary design.	4	0	4	0	0	8
5. Submit Preliminary Plan Roll Drawing to KDOT to initiate Noise Evaluation.	1	0	0	0	1	2
1.04. Preliminary Plans (Field Check Set):						
A. Cover sheet.	0	0	1	0	1	2
B. Typical sections (Does not include any pavement design or analysis. Assumes City standard asphalt pavement section with fly ash treated subgrade).	8	0	24	0	24	56
C. Determine full depth pavement replacement vs. deep mill requirements for Quivira Rd and sidestreets (City to assist with assessment)	2	0	0	0	0	2
D. Survey reference sheet	0	16	4	0	6	26
E. Set geometry for all left and right turn bays. City to determine turn bay requirements and storage lane requirements.	1	0	8	0	2	11
F. Set sidestreet/ entrance horizontal and vertical alignments.	6	0	92	0	4	102
G. Set sidestreet/ entrance curb return horizontal geometry.	2	0	16	0	2	20
H. Review all turning radii. (Set median nose locations.)	1	0	8	0	0	9
I. Layout new sidewalk requirements.	2	0	18	0	8	28
J. Subsurface drainage design (outside and median).	2	0	20	0	8	30
K. Surface drainage design						
1. Drainage area map.	0	0	28	0	10	38
2. Determine inlet and pipe network layout.	2	0	28	0	8	38
3. Pavement spread and inlet spacing calculations.	4	0	66	0	0	70
4. Storm sewer pipe design calculations.	4	0	80	0	0	84
5. Hydraulic grade calculations (using "Pipes" software).	0	0	0	0	0	0
6. Pipe profiles (assumes inlet locations, pipe lengths and flowlines are all calculated to the center of the structures), including:	0	0	28	0	42	70
a. Display existing and proposed groundlines						0
b. Indicate structure number, station, offset and top elevations						0
c. Indicate pipe number, type, size, length and slope						0
d. Include sanitary crossing locations						0
7. Assess clearance for new widening over existing and new storm sewer.	2	0	12	0	0	14
8. Provide general comparison of downstream outlet flow conditions before and after widening improvements.	2	0	12	0	0	14
L. Plan and Profile sheets with preliminary geometrics						
1. Plan sheets, including:	12	0	40	0	90	142
a. Scale (1"=20'), North arrow and sheet name indicated.						
b. Show stationing and necessary dimensioning						
c. Show mainline, sidestreet and entrance baseline and geometric information						
d. Show existing and proposed easements with labeling						
e. Show tract numbers and ownership information						
f. Indicate removal items and construction limits						
g. Indicate all sidewalk, curbs, and entrances to be reconstructed. City will assist in field identification of all rehab work.						
h. Storm sewer and misc. field check related construction notes						
2. Profile sheets, including:	30	0	230	0	60	320
a. Scale (H: 1"=20'; V: 1"=2') and sheet name indicated						
b. Median and outside curb profiles.						
c. Prepare sidestreet and entrance profile sheets.						
d. Roadway cross slope and/or super transition information indicated (as needed).						

Quivira Road
(119th Street to College Boulevard)
Exhibit A: Basic Services and Other Matters

Item of Work	Project Manager	Senior Engineer	Design Engineer	Surveyor	Technician	Total
M. Interim and Final Sprinkler Plans (assume 8 locations).						
1. HNTB to identify systems impacted by proposed improvements.	1	0	1	0	0	2
N. Fencing (assumes no fencing re-design).						
1. Determine limits of reconstructed fencing required	1	0	2	0	0	3
O. Monuments (assumes no monument re-design).						
1. Determine subdivision monuments to be removed and reconstructed (provide options for relocation).	1	0	3	0	0	4
P. Preliminary traffic control for construction plans.						
1. Determine general construction phasing	6	0	20	0	0	26
Q. Preliminary street lighting.						
1. Site reconnaissance.	0	2	0	0	0	2
2. Develop criteria	0	1	0	0	0	1
3. Develop concept street lighting layout	0	16	0	0	4	20
4. 1"=40' scale plan sheets with proposed pole locations and conduit layout.	0	4	0	0	4	8
5. Coordinate with utility relocations.	0	2	0	0	0	2
6. Calculate preliminary quantities and cost estimate	0	2	0	0	0	2
R. Preliminary Fiber Inter-Connect						
1. Site reconnaissance.	0	1	0	0	0	1
2. Develop criteria	0	0	0	0	0	0
3. Develop concept fiber optic system layout	0	3	0	0	2	5
4. 1"=40' scale plan sheets (show on lighting sheets)	0	2	0	0	4	6
5. Coordinate with JCCC and KU Edwards	0	2	0	0	0	2
6. Coordinate with utility relocations.	0	1	0	0	0	1
7. Calculate preliminary quantities and cost estimate	0	4	0	0	0	4
8. QA/QC Street Lighting and Fiber Inter-Connect	2	0	0	0	0	2
S. Preliminary traffic signals (assumes video detection is used)						
1. Site reconnaissance.	0	2	0	0	0	2
2. Develop criteria	0	0	0	0	0	0
3. Review existing traffic signals and develop concept traffic signal layout (119th Street)	0	8	0	0	0	8
4. Prepare 1"=20' scale plan sheet with preliminary layout (119th Street)	0	4	0	0	4	8
5. Review existing traffic signals and develop concept traffic signal layout (South Campus Drive)	0	8	0	0	0	8
6. Prepare 1"=20' scale plan sheet with preliminary layout (South Campus Drive)	0	2	0	0	4	6
7. Review existing traffic signals and develop concept traffic signal layout (College Boulevard)	0	12	0	0	0	12
8. Prepare 1"=20' scale plan sheet with preliminary layout (College Boulevard)	0	4	0	0	4	8
9. Assess temporary signals (assume 1 temporary signal required)	0	2	0	0	2	4
10. Coordinate with utility relocations	0	2	0	0	0	2
11. Calculate preliminary quantities and cost estimate	0	4	0	0	0	4
12. Perform walk-through on site with City representative to verify preliminary layouts	0	4	0	0	0	4
13. QA/QC Traffic Signals	4	0	0	0	0	4
T. Preliminary pavement marking and signing.						
1. 1"=50' scale plan sheets with proposed pavement marking and signing indicated.	2	0	16	0	16	34
2. Includes project specific general notes and standard City details.	0	0	1	0	1	2
U. Project cross sections every 50 feet at 1"=10' H and 1"=10' V. Sections will include:	16	0	140	0	0	156
1. Create roadway templates and decision tables to represent the roadway cross section(s) and pavement section(s) throughout the project						
2. Identify variable parkway grading areas to minimize impacts and include in model						
3. Create proposed roadway model (does not include any customization or adjustments for sidestreets or driveways at this stage).						
4. Develop preliminary cross sections						
5. Edit cross sections as needed for special situations, variable grading, etc.						
6. Annotate cross sections with proposed grade, and roadway, parkway and backslope slopes						
V. Preliminary retaining walls. Assumes 5 total retaining walls. 4 standard City integral sidewalk retaining walls, 1 cast-in-place fill wall. Assume City standard aesthetics.						
1. Develop preliminary retaining wall profiles.	12	0	60	0	20	92
2. Determine wall footing dimensions and excavation limits for cast-in-place fill wall (northwest College).	0	2	8	0	2	12
W. Develop construction (grading) limits.	0	0	12	0	4	16
X. Develop proposed right-of-way and easement limits.	4	0	16	0	8	28
Y. Determine preliminary sanitary sewer manhole adjustment requirements. Assumes manhole adjustments only.	2	0	8	0	0	10
Z. Develop preliminary median landscape concept.						
1. Meet with City. Review landscape concept goals.	3	3	0	0	0	6
2. Site visit. Review existing conditions.	0	3	3	0	0	6
3. Prepare design concept (1) for Quivira medians.	3	3	8	0	0	14
4. Meet with City to review landscape concept.	3	3	0	0	0	6
AA. Develop preliminary erosion and sediment control (ESC) plans, including:	2	0	16	0	8	26
1. If needed, meet with City staff on-site to develop BMP practices and concepts to use specifically on this project.						0
2. Review site and downstream off-site areas for physical and hydraulic controls.						0
3. Coordinate ESC with preliminary traffic control plan.						0
4. Develop ESC memo						0
5. Develop preliminary ESC plans. Does not include phased plan sheets at this stage.						0
BB. Preliminary detail sheets (assumes standard City standards are used).	0	0	1	0	2	3

Quivira Road
(119th Street to College Boulevard)
Exhibit A: Basic Services and Other Matters

Item of Work	Project Manager	Senior Engineer	Design Engineer	Surveyor	Technician	Total
1.05. Utility Coordination						
A. Schedule, arrange, and attend "overall" Utility Coordination Meetings (with all utilities in attendance). Assume 2 meetings through Field Check and R/W acquisition.	6	0	6	0	0	12
B. Schedule, arrange, and attend "one-on one" Utility Coordination meetings. Assume 3 rounds of meetings with 6 different utilities, 2 people for 2 hours.	36	0	36	0	0	72
C. Prepare and coordinate pot-hole requests.	2	0	10	0	2	14
D. Develop utility relocation solutions.	10	0	32	0	4	46
E. Phone conversations and e-mail correspondence with utilities verifying design and relocation issues.	6	0	12	0	0	18
F. Prepare and distribute Utility Master Plan	4	0	32	0	8	44
1.06. Develop Field Check opinion of probable cost.						
A. Develop Field Check construction quantities (does not include itemized tables at this stage)	2	0	40	0	0	42
B. Develop preliminary opinion of probable project costs itemized by unit of work, including right-of-way, utility relocations and contingency.	2	0	4	0	0	6
1.07. Submit Field Check plan and opinion of probable cost to City and KDOT for review.	1	0	1	0	2	4
1.08. Meet with City as necessary in connection with such preliminary work (assumes on average 1 meeting per month for 6 months with 2 people for 2 hours).	12	0	12	0	0	24
1.09. Correspondence with City on project related items via phone, fax, email and mail (assumes on average 1 hour per week for 36 weeks).	18	0	18	0	0	36
1.10. Field Check walk-thru to be performed with representatives of the Consulting Engineer and City at the project site with appropriate detailed plans.	6	0	0	0	0	6
1.11. Right-of-way and easements. (Right-of-Way Plan Set)						
A. Describe right-of-way and easements necessary to construct project.						
1. Create coordinate geometry for proposed right-of-way and easement takings (Includes up to 61 tracts).	0	8	40	0	0	48
2. Furnish right-of-way documents including legal descriptions sealed by an RLS licensed in the state of Kansas. Legal descriptions are also to be provided in a digital format compatible with Microsoft Word 7.0. No certificates of survey will be included. (Includes up to 61 tracts)	8	60	80	0	0	148
3. Plans and sketches as follows:						
a. Make modifications for Field Check Comments. Update Plan and profile sheets showing all proposed takings. Assumes no more than 3 full-size and 3 half-size sets.	2	0	6	0	6	14
b. Prepare up to 61 color drawings showing takings for each ownership tract. Drawings to include:	2	8	0	0	60	70
(1) Title block.						
(2) Ownership boundaries.						
(3) Existing rights-of-ways and easements.						
(4) Proposed takings identified with text and graphically.						
(5) Legend for taking type.						
(6) Graphical scale and north arrow.						
(7) Ownership information.						
(8) Legal description of all takings.						
B. The Consulting Engineer shall stake in the field the location of rights-of-way and/or easements for up to 4 tracts prior to acquisition and construction as requested by the City, and shall meet with appraisers to identify easement and right-of-way locations.	4	0	0	4	0	8
C. HNTB will subcontract with a real estate appraisal firm for appraising and acquiring right of way and easement. Assume up to 61 properties. The costs associated with the appraisal work shall be paid by HNTB to the appraisal firm. This cost shall be included in the total compensation fee as outlined in Section II of the Engineering/Architectural Services Agreement.	2	0	0	0	1	3
D. Meet with and answer plan questions for appraisal firm during R/W appraisals and acquisition.	2	0	4	0	0	6
E. Provide plans to appraisal firm during R/W appraisal and acquisition.	0	0	1	0	1	2
F. Appear at eminent domain or appraiser's hearings necessary to acquire easements and right-of-way for this project.	2	0	0	0	0	2

Quivira Road
(119th Street to College Boulevard)
Exhibit A: Basic Services and Other Matters

Item of Work	Project Manager	Senior Engineer	Design Engineer	Surveyor	Technician	Total
1.12. Public Information:						
A. Prepare for and attend public meetings (assume 2 meetings thru R/W) to explain the project to residents of the project area, and to receive public comments at a time and place arranged for in coordination with the City. Both meetings will be open house style (assume up to 1000 invites).						
1. Review Notice of Commencement and Information/newsletters (City will prepare). Assume 3 mailings thru R/W.	2	0	0	0	0	2
2. Mail notice and information/newsletters (assume 3 mailings thru R/W).	2	0	3	0	20	25
3. Prepare handouts, comment forms, sign-in sheets, name tags for public meetings (assume 2 thru R/W).	3	0	3	0	0	6
4. Prepare exhibits and provide current plan sets for public meetings (assume 2 thru R/W).	2	0	4	0	12	18
5. Have persons available to explain the proposed project and to answer questions. Assume 3 people for 3 hours at each meeting (assume 2 thru R/W). Includes set-up and break-down.	6	0	12	0	0	18
B. Meet with major stakeholders such as affected homes associations, JCCC, Churches, etc. separately (assumes 1 person for 4 meetings for 2 hours each).	8	0	0	0	0	8
C. City to provide initial mailing list. Keep mailing list updated and formatted for mailings.	1	0	1	0	2	4
1.13. Permitting.						
A. Prepare the necessary plans and/or applications for permit submission to and approval of:						0
1. NPDES (through KDHE).	1	0	8	0	1	10
Subtotal	333	385	1576	808	562	3664
Labor						
Project Manager @ \$59 /hr.						\$19,647
Senior Engineer @ \$48 /hr.						\$18,480
Design Engineer @ \$34 /hr.						\$53,584
Surveyor @ \$28 /hr.						\$22,624
Technician @ \$27 /hr.						\$15,174
Direct Labor Costs						\$129,509
Multiplier						3.0
Preliminary Design Estimated Labor Costs:						\$388,527
Expenses						
Survey Equipment/Materials						\$283
Printing and Reproduction						\$12,100
Newsletter, PI Invite Printing (by City)						\$0
Postage (PI Invites) (3 mailings)						\$1,300
Travel / Miscellaneous						\$500
Geotechnical Investigation						\$16,293
Appraisals and Acquisitions						\$74,550
Preliminary Design Estimated Expenses:						\$105,026
Estimated Preliminary Design Fee						\$493,553
Percent of Total Fee						70.6%

Quivira Road
(119th Street to College Boulevard)
Exhibit A: Basic Services and Other Matters

Item of Work	Project Manager	Senior Engineer	Design Engineer	Surveyor	Technician	Total
Task II. Final Design						
2.01. Prepare detailed plans and specifications.						
A. Cover sheet.	2	0	2	0	2	6
B. Typical sections. (Does not include any pavement design or analysis. Assumes City standard asphalt pavement section with fly ash treated subgrade).	2	0	6	0	4	12
C. Final subsurface drainage design.	1	0	12	0	4	17
D. Final surface drainage design, including:	4	0	24	0	12	40
1. Make final revisions to drainage area maps.						
2. Finalize pavement spread and inlet spacing calculations.						
3. Finalize inlet and storm sewer design calculations						
4. Confirm final hydraulic grade calculations (using "Pipes" software).						
5. Develop Drainage Calculations Sheet(s).						
6. Finalize Pipe profiles						
E. Plan and Profile sheets with final geometric layout						
1. Plan sheets, including:	4	0	20	0	32	56
a. Scale (1"=20'), North arrow and sheet name indicated.						
b. Update stationing, necessary dimensioning, mainline, sidestreet and entrance baseline and geometric information.						
c. Update existing easements, proposed easements, and approximate construction limits with labeling based on development, review comments, and title report update(s)						
d. Update tract numbers and ownership information based on title report updates						
e. Final construction notes for storm sewers						
f. Other necessary construction notes and call-offs						
2. Profile sheets	2	0	8	0	20	30
a. Prepare Soil Boring Profiles						
F. Intersection details with pavement dimensions, stations, and offsets indicated. Also includes curb return stations, elevations curb type (wet/dry), and drainage flow arrows. (Assumes 10 intersections).	10	0	80	0	80	170
1. Includes sidewalk ramp elevations and layout per City ADA complying ramps.	10	0	100	0	40	150
G. Determine any special notes, quantities, special provisions to be included in final design.	1	0	2	0	1	4
H. Final fencing details.	0	0	0	0	0	0
I. Assist City is assessing special fencing and/or tree replacement for subdivisions	4	0	0	0	0	4
J. Final monument relocate and reconstruction details	0	0	0	0	0	0
K. Street lighting and fiber optic conduit						
1. 1"=50' scale plan sheets with pole locations and lighting conduit layout.	0	8	0	0	2	10
2. Final design parameters (assumes standard City criteria is followed).	0	0	0	0	0	0
3. Circuit information that includes control center locations.	0	8	0	0	2	10
4. Coordinate with JCCC and KU Edwards	0	1	0	0	0	1
5. Coordinate with utility relocations	0	1	0	0	0	1
6. Lighting system and Fiber Optic Conduit quantities and recap tables.	0	8	0	0	2	10
7. QA/QC Lighting & Fiber	2	0	0	0	0	2
L. Traffic signals. (assumes video detection is used)						
1. Location 1 - 119th Street	0	12	0	0	4	16
2. Location 2 - South Campus Drive	0	10	0	0	3	13
3. Location 3 - College Boulevard	0	12	0	0	4	16
4. Coordinate with utility relocations	0	2	0	0	0	2
5. Traffic signal quantities and cost estimate	0	16	0	0	0	16
6. Specifications and contract documents	0	0	0	0	0	0
7. Assist City with advance letting for traffic signal poles	0	2	0	0	0	2
8. Temporary signals (assume 1 temporary signals required)	0	8	0	0	2	10
9. Meet with City and make final modifications to plans and specs	0	4	0	0	2	6
10. Insert latest O.P. standards	0	1	0	0	2	3
11. QA/QC Traffic Signals	6	0	0	0	0	6
M. Final pavement marking and signing plans.						
1. 1"=50' scale plan sheets with proposed pavement marking and signing indicated with limited notes, dimensions and stationing as needed.	2	0	16	0	16	34
2. Includes project specific general notes and standard City details.	0	0	2	0	2	4

Quivira Road
(119th Street to College Boulevard)
Exhibit A: Basic Services and Other Matters

Item of Work	Project Manager	Senior Engineer	Design Engineer	Surveyor	Technician	Total
N. Make adjustments to existing right-of-way, easements, property lines, and owner information due to new development and/or updates to ownership and encumbrance reports during design.	0	0	0	0	1	1
O. Make adjustments to proposed right-of-way and easement limits.	0	0	1	0	1	2
1. Make corresponding changes to tract maps and legal descriptions.	0	0	1	0	1	2
P. Cross sections every 50 feet at 1"=10' H and 1"=10' V, including:	4	0	32	0	4	40
1. Final roadway templates and decision tables to represent the roadway cross section(s) and pavement section(s) throughout the project						
2. Include variable parkway grading area(s) in model.						
3. Final proposed roadway model						
4. Develop final cross sections						
5. Edit cross sections as needed (includes match lines for driveways and intersections)						
6. Annotate cross sections with the profile grade, and roadway, parkway and slope slopes						
Q. Final retaining wall profiles. Assumes 5 total retaining walls. 4 standard City integral sidewalk retaining walls (ISRW's), and 1 cast-in-place fill wall. Assume City standard aesthetics.						
1. Finalize retaining wall profiles.	2	0	4	0	4	10
2. Standard ISRW design and details	0	0	2	0	2	4
3. Cast-in-place fill wall structural design, details, quantities and estimated cost (northwest College)	0	18	54	0	60	132
4. Handrail layout and details (northwest College)	0	4	8	0	16	28
R. Final updated construction (grading) limits to be included and noted on plans.	0	0	4	0	2	6
S. Final traffic control for construction plans.						
1. Update project specific traffic control general notes and City standard details.	1	0	1	0	2	4
2. Final traffic control detail sheets						
a. Includes phased sequence of construction / maintenance of traffic notes	4	0	12	0	4	20
b. Typical sections of phased construction indicating lane widths, temporary widening widths, channelization, and temporary striping.	4	0	4	0	4	12
c. Provide detour plans for weekend closure work.	4	0	12	0	24	40
T. Interim and Final Sprinkler Plans (assume 8 locations) and new Quivira Road median sprinklers						
1. HNTB will subcontract with landscape architect firm to provide interim and final irrigation plans and new sprinklers for the Quivira Road median. The costs associated with this work shall be paid by HNTB to the landscape architect firm. This cost shall be included in the total compensation fee as outlined in Section II of the Engineering/Architectural Services Agreement.	2	0	0	0	1	3
2. Coordination with landscape architect (irrigation design).	1	0	2	0	2	5
U. Final Landscape Plans, details, quantities and estimated cost for Quivira Road median.						
1. Prepare final lanscape plans and details.	3	16	37	0	0	56
2. Attend review meeting with City.	3	3	0	0	0	6
3. Prepare final quantities and cost estimate.	2	5	3	0	0	10
4. QA/QC	10	3	6	0	4	23
5. Incorporate final City review comments.	2	3	7	0	0	12
V. Phased erosion and sediment control (ESC) plans meeting City and NPDES requirements, including:	2	0	20	0	8	30
1. If needed, create narrative explanation of the phased ESC plan.						
2. Develop phased ESC plan sheets with sequencing that parallels the traffic control phasing with notes, stationing, dimensions, etc. necessary to implement the plan (assumes up to two phases).						
3. Develop details of non-standard BMPs included in this plan						
4. Develop phased ESC quantities and include summary table of these for each phase						
5. Create ESC special provisions for contract documents						
6. Review design with City staff and make requested revisions						
W. Prepare and assemble SWPPP.	1	0	12	0	2	15
2.02. Utility Coordination						
A. Answer questions that arise during utility relocation field activities	4	0	12	0	4	20
B. Meet in the field during utility relocation activities	4	0	8	0	0	12
C. Update Utility Master Plan per actual field relocations	0	0	2	0	4	6
D. Provide benchmark data, centerline staking as needed, and staking of proposed storm sewer structures and traffic signal poles as needed for utility relocations	1	0	2	12	0	15

Quivira Road
(119th Street to College Boulevard)
Exhibit A: Basic Services and Other Matters

Item of Work	Project Manager	Senior Engineer	Design Engineer	Surveyor	Technician	Total
2.03. Prepare a detailed opinion of probable cost.						
A. Finalize construction quantities and quantity summary tables.	6	0	90	0	32	128
B. Provide input to the City regarding forms for:						
1. Project specifications and contract documents using the City's SpecMaker program.	12	0	50	0	0	62
2.04. At the completion of the project, furnish to the City the CAD drawings of the project in the Consulting Engineer's digital format, TIFF images in compressed CCITT, group 4 at 200 dpi format. The record contract documents for the project will be the original sealed drawings.	1	1	1	0	14	17
2.05. Provide final bid plans and specifications to City.	1	0	1	0	2	4
2.06. Meet with City as necessary during preparation of detailed plans. Assumes 1 meeting per month for 2 months (on average) with 2 people for 2 hours.	4	0	4	0	0	8
2.07. Correspondence with the City on project related items via phone, fax, email, and mail (assumes 1 hour per week for 10 weeks).	5	0	5	0	0	10
Subtotal	133	146	669	12	434	1394
Labor						
Project Manager @ \$59 /hr.						\$7,847
Senior Engineer @ \$48 /hr.						\$7,008
Design Engineer @ \$34 /hr.						\$22,746
Surveyor @ \$28 /hr.						\$336
Technician @ \$27 /hr.						\$11,718
Direct Labor Costs						\$49,655
Multiplier						3.0
Final Design Estimated Labor Costs:						\$148,965
Expenses						
Printing and Reproduction						\$7,300
Travel / Miscellaneous						\$300
Sprinkler Design						\$8,360
Final Design Estimated Expenses:						\$15,960
Estimated Final Design Fee						\$164,925
Percent of Total Fee						23.6%

Quivira Road
(119th Street to College Boulevard)
Exhibit A: Basic Services and Other Matters

Item of Work	Project Manager	Senior Engineer	Design Engineer	Surveyor	Technician	Total
Task III. Bidding						
3.01. Prepare and provide plans and specifications in either or both hard copy and electronic (.pdf) formats to bidders at cost to recover expenses of duplication and handling.	2	0	4	0	4	10
3.02. Prepare and provide plans and specifications in both hard copy and electronic (.pdf) formats to Plan Rooms.	2	0	4	0	2	8
3.03. Maintain plan holders list.	1	0	1	0	2	4
3.04. Consult with and advise the City as to the acceptability of substitute materials and equipment when substitution prior to the award of the contract is allowed in the bidding documents. Does not include any significant changes to plans or specification such as a concrete alternate pavement section. Any significant changes shall be negotiated as additional services in a supplemental agreement.	1	0	0	0	0	1
3.05. Provide consultation/ answer questions during the bidding process.	2	0	2	0	0	4
3.06. Prepare written addenda to the bidding documents as required and or requested. Assumes only minor plan or specification revisions. Any significant changes shall be negotiated as additional services in a separate supplemental agreement.	2	0	4	0	2	8
3.07. Arrange for, attend, and prepare meeting minutes for a pre-bid conference.	3	0	0	0	0	3
3.08. Attend bid opening.	2	0	0	0	0	2
3.09. Prepare a bid tabulation in printed and MS Excel format.	2	0	6	0	0	8
3.10. Assist the City in analyzing bids and making recommendation for award of the construction contract.	1	0	0	0	0	1
3.11. If needed, prepare report for City identifying why bids exceeded engineer's estimate.	1	0	0	0	0	1
3.12. Consult with and advise the City as to the acceptability of subcontractors and others proposed to do work by the general contractor.	1	0	0	0	0	1
3.13. Arrange for, attend, and prepare meeting minutes for a pre-construction conference with City representatives, the successful bidder, and utility companies.	4	0	0	0	0	4
A. Provide up to 5 sets of half size (11"x17") color utility relocation plans to the Contractor.	0	0	1	0	1	2
B. Provide up to 5 full size plan sets, 12 half size plan sets, and 22 specifications/contract documents to City and Contractor.	1	0	4	0	4	9
Subtotal	25	0	26	0	15	66
Labor						
Project Manager @ \$59 /hr.						\$1,475
Senior Engineer @ \$48 /hr.						\$0
Design Engineer @ \$34 /hr.						\$884
Surveyor @ \$28 /hr.						\$0
Technician @ \$27 /hr.						\$405
Direct Labor Costs						\$2,764
Multiplier						3.0
Bidding Estimated Labor Costs:						\$8,292
Expenses						
Printing and Reproduction						\$4,400
Bidding Estimated Expenses:						\$4,400
Estimated Bidding Fee						\$12,692
Percent of Total Fee						1.8%

Quivira Road
(119th Street to College Boulevard)
Exhibit A: Basic Services and Other Matters

Item of Work	Project Manager	Senior Engineer	Design Engineer	Surveyor	Technician	Total
Task IV. Construction Services						
4.01. Respond to questions during construction involving interpretation of plans or questions arising in the field. Assumes phone calls, e-mails, and site visits taking an average of 1 hour per week for 28 weeks (assume 7 months of construction).	10	0	18	0	0	28
4.02. Review shop drawings and submittals, catalog cuts, and material certifications and be available for consultation with the City regarding these items during construction.						
A. Precast inlets, manholes, and other drainage structures	1	0	12	0	0	13
B. Steel handrail final shop drawing (1 location, northwest College)	0	2	8	0	0	10
C. Sprinkler system shop drawings and certifications (coordinate with landscape architect sub).	1	0	1	0	0	2
4.03. Prepare minor plan revisions as necessitated by conditions encountered in the field during construction, with the exception of traffic control plans and any major changes beyond the scope of these services. Major changes which are beyond the scope of these services shall be negotiated as additional services in a separate supplemental agreement.	2	2	12	0	12	28
4.04. Participate in final walk-through inspection. Does not include meeting minutes or preparing "punch list".	6	0	0	0	0	6
4.05. Prepare one set of final record drawings which reflect:						
A. All change orders.	1	0	2	0	8	11
B. Minor design changes.	1	0	2	0	8	11
C. Changes made in the field by City representatives and are clearly marked on the construction plan set.	1	1	2	0	8	12
D. Submit updated CAD drawings, TIFF images, and one full-size set of the revised sheets.	1	0	1	0	4	6
4.06. Attend weekly construction progress meetings as directed by the City. Assumes 2 hours each for 7 months (assume 1 year construction)	56	0	0	0	0	56
4.07. Public Information						
A. Prepare for and attend public meeting (assume 1 meeting). Introduce the Contractor. Meeting will be open house style. (assume up to 1000 invites)						
1. Prepare handouts, comment forms, sign-in sheets, name tags for public meeting.	1	0	0	0	1	2
2. Prepare exhibits and provide current plan sets for public meeting.	1	0	2	0	6	9
3. Have persons available to explain the proposed project and to answer questions. Assume 3 people for 3 hours. Includes set-up and break-down.	3	3	3	0	0	9
Subtotal	85	8	63	0	47	203
Labor						
Project Manager @ \$59 /hr.						\$5,015
Senior Engineer @ \$48 /hr.						\$384
Design Engineer @ \$34 /hr.						\$2,142
Surveyor @ \$28 /hr.						\$0
Technician @ \$27 /hr.						\$1,269
Direct Labor Costs						\$8,810
Multiplier						3.0
Construction Services Estimated Labor Costs:						\$26,430
Expenses						
Printing and Reproduction						\$1,000
Travel / Miscellaneous						\$100
Construction Services Estimated Expenses:						\$1,100
Estimated Construction Services Fee						\$27,530
Percent of Total Fee						3.9%
Total Estimated Fee						\$698,700

Quivira Road Widening (119th Street to College Boulevard)

Exhibit A: Basic Services and Other Matters

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 February, 2011 and to complete all work necessary to and including preparation of final plans (Task II) by October, 2011.

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 asphalt pavement section with fly ash base 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 Does not include any RCB culvert design or analysis.
- 7 Assumes no septic sewer impacts.
- 8 City will provide latest City standards for use on this project.
- 9 City will provide ownership information through a contracted title company.
- 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 structural design of "special" storm sewer inlets or junction boxes.
- 15 Does not include any sanitary sewer relocation plans, details, or inspection. Assumes only notes and details for sewer manhole adjustment in the roadway plans.
- 16 City will provide any necessary right-of-entry for surveys, geotechnical investigation, etc.
- 17 Does not include any right-of-way surveys or structure staking except as noted.
- 18 Does not include new retaining wall through Southern Star location along west side of Quivira.

**CITY OF OVERLAND PARK
CERTIFICATE OF INSURANCE – FOR CONSULTANTS**

NAME AND ADDRESS OF AGENCY HUB INTERNATIONAL INSURANCE SERVICES INC. 8900 INDIAN CREEK PARKWAY, SUITE 415 OVERLAND PARK, KS 66210	THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE AFFORDED BY THE POLICIES LISTED THEREON.	
	COMPANIES AFFORDING COVERAGES	
NAME AND ADDRESS OF INSURED HNTB CORPORATION 7450 WEST 130 TH STREET, SUITE 400 OVERLAND PARK, KS 66213	COMPANY LETTER	A Liberty Mutual Fire Insurance Co.
	COMPANY LETTER	B
	COMPANY LETTER	C
	COMPANY LETTER	D

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS (000)	
A	GENERAL LIABILITY (SEE COMMENTS BELOW)	TB2-Z41-433035-219	12/1/09	12/1/10	GENERAL AGGREGATE	\$2,000
					PRODUCTS / COMPLETED OPERATIONS AGGREGATE	\$2,000
					PERSONAL & ADVERTISING INJURY	\$1,000
					EACH OCCURRENCE	\$1,000
A	AUTOMOBILE LIABILITY	AS7-Z41-433035-209	12/1/09	12/1/10	CSL	\$1,000
					BODILY INJURY (PER PERSON)	\$
					BODILY INJURY (PER ACCIDENT)	\$
					PROPERTY DAMAGE	\$
A	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	WA2-Z4D-433035-660	1/1/10	1/1/11	STATUTORY	
					\$500	(EACH ACCIDENT)
					\$500	(DISEASE-POLICY LIMIT)
					\$500	(DISEASE-EACH EMPLOYEE)
	PROFESSIONAL LIABILITY				\$	(EACH CLAIM)
					\$	(ANNUAL AGGREGATE)

THE INSURANCE COMPANY AFFORDING COVERAGE UNDER THIS CONTRACT:

COMPANY LETTER

	A			B			C			D		
	Yes	X	No	Yes		No	Yes		No	Yes		No
1. Is licensed to do business in the State of Kansas		X										
2. Carries a Best's policyholder rating of			A									
3. Carries a Best's financial rating of			A									

COMMENTS: The commercial general liability policy includes commercial general form; explosion, collapse & underground; broad form contractual / contractually assumed liability; independent contractors; broad form property damage; and pollution liability (applicable only to contracts involving pollutants such as asbestos & lead abatement, sludge or other waste abatement, etc.).

The commercial general liability policy provides primary protection for subcontractors not otherwise insured. ___Yes ___X___ No*
 * If "No", all subcontractors must submit a certificate of liability insurance pursuant to the Contract between City and Consultant.

City of Overland Park is named as additional insured with respects to General Liability and Auto Liability.

Project Name: **HNTB Job 50590; Quivira, 119th Street to College Boulevard – TH-0552**

Cancellation or modification. Should any of the above described policies be cancelled or materially modified before the expiration date thereof, the issuing company will mail 30 days written notice to the below named certificate holder.

NAME AND ADDRESS OF CERTIFICATE HOLDER ATTN: NANCY SAPPINGTON CITY OF OVERLAND PARK 8500 SANTA FE DRIVE OVERLAND PARK, KS 66212

DATE ISSUED 5/3/10

AUTHORIZED REPRESENTATIVE

IMPORTANT

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

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

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