

CERTIFICATION OF CLERK

I, Brenda K. Wolf, the duly appointed, qualified, and Deputy City Clerk of Manhattan, Kansas, do hereby certify that the foregoing Agreement was duly adopted at a meeting of the City of Manhattan, Kansas, held on the 28th day of May, 2019, and that said Agreement has been compared by me with the original thereof on file and of record in my office, is a true copy of the whole of said original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Manhattan, Kansas, this 14th day of June, 2019.



Brenda K. Wolf

Brenda K. Wolf, CMC, Deputy City Clerk

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This Agreement is hereby entered into this 11th day of June, 2019, by and between the City of Manhattan, Kansas, a municipal corporation (hereinafter “City”), and **Olsson, Inc.**, a Professional Corporation, (hereinafter “Consultant”).

WHEREAS, the City desires to obtain professional engineering services, in connection with

Aggieville: Laramie Street from N Manhattan Avenue to 14th Street (AG1902)

and

Aggieville Parking Garage (AG1903)

(hereinafter “Project”); and,

WHEREAS, Consultant is a professional corporation, with local offices located **302 S. 4th Street, Suite 110, Manhattan, Kansas**, licensed to provide professional engineering services in the state of Kansas; and,

WHEREAS, Consultant is qualified, capable and prepared to perform the necessary professional engineering services in connection with the Project as described in this Agreement; and,

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Professional Services:

- A. The term “Services” when used in this Agreement shall mean any and all professional engineering services provided by Consultant in accordance with this Agreement.
- B. City agrees to retain Consultant and Consultant agrees to perform and complete the following Services for the Project:

Phase 100: Project Management & Meetings

Phase 150: Preliminary Engineering Services

Phase 200: Construction Documents

Phase 250: Landscape/Hardscape Design- Laramie St., 14th St., Manhattan Avenue Parklet

Phase 300:	Parking Garage
Phase 350:	Parking Garage Architectural
Phase 400:	Parking Management Strategies
Phase 425:	Mechanical and Electrical Engineering Services
Phase 450:	Parking Garage Geotech
Phase 500:	Permitting
Phase 550:	Temporary, Permanent Easement and Property Acquisition
Phase 600:	Bid Phase Services
Phase 650:	Construction Phase Assistance

These Services are described in detail in the Scope of Work, attached as Exhibit A and incorporated herein by reference. The Project Estimating Sheet, attached hereto as Exhibit B, delineates and defines the nature and extent of the compensation Consultant shall receive for performing the Services and is also incorporated herein by reference. All cost estimates for specific Services to be provided shall constitute the maximum amounts to be paid to Consultant for the provision of such Services.

- C. The City reserves the right to direct revision of the Services at the City's discretion. Consultant shall advise the City of additional costs and time delays, if any, in performing the revision, before Consultant performs the revised services. If revisions of the Services are necessary due to Consultant's error or omission, Consultant shall provide the services and materials associated with such revisions, at no additional cost to the City.
- D. Consultant shall provide Services under this Agreement only upon written request of the City, and only to the extent defined and required by the City. Consultant shall not provide any services or materials not described by this Agreement unless Consultant obtains prior written consent from the City. If the City gives prior written consent for Supplemental Services, the City shall compensate Consultant with a fee mutually agreed upon by the parties prior to performance of the Supplemental Services. Any Supplemental services or materials provided by Consultant without the City's prior written consent shall be at Consultant's own risk, cost, and expense, and Consultant shall not make a claim for compensation from the City for such work.

2. Standard of Care

- A. Consultant shall exercise the same degree of care, skill, and diligence in the performance of all Services to the City that is ordinarily possessed and exercised by reasonable, prudent, and experienced professional engineer under similar circumstances. At the City's request, Consultant shall re-perform the Services, which fail to satisfy this standard of care. If Consultant fails to possess and exercise such care, skill, and diligence in providing all Services, Consultant shall be responsible to the City for any resulting loss or damages.
- B. Consultant represents it has all other necessary licenses, permits, and certifications required to perform the Services described herein.
- C. Consultant shall comply with, and cause its sub-consultants to comply with, applicable federal, state, and local laws, orders, rules, and regulations relating to the performance of the Services.
- D. Non-Discrimination. During the term of this contract, the Consultant or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination-Equal Employment Opportunity/Affirmative Action Program Requirements:
 - 1. During the performance of this contract, the Consultant, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended; The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
 - 2. Requirements of the State of Kansas:
 - a. The Consultant shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, national origin, ancestry or age except where age is a bona fide

occupational qualification reasonably necessary to the normal operation of the particular business;

- b. In all solicitations or advertisements for employees, the Consultant shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
- c. If the Consultant fails to comply with the manner in which the Consultant reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 44-1031, and amendments thereto, the Consultant shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City;
- d. If the Consultant is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the Consultant shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City;
- e. The Consultant shall include the foregoing subsections a-d in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor;
- f. The provisions of this Subsection 2-D-2 shall not apply to this Agreement if: (1) the Consultant employs fewer than four employees during the term of this Agreement; or (2) the Consultant's contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.

3. Compensation & Audit by City

- A. As consideration for providing the Services, the City shall pay Consultant, based on services actually provided, an amount not to exceed \$1,193,010. Consultant acknowledges and agrees that the total cost to complete the Project shall not, in any way, exceed the listed amount without prior written approval by the City. Consultant shall accept compensation for the Services provided by Consultant in such amounts and at such periods as provided for by this Agreement with the

express understanding that such compensation shall be satisfactory and sufficient payment for all work performed and equipment or materials used by Consultant in performing all Services under this Agreement.

- B. Consultant shall submit an itemized invoice to the City on the first of each month that details the percentage of each Task that was completed in the month immediately prior. The invoice shall also indicate the percentage total of each Task that has been completed for the Project. City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Consultant of the nature of the dispute regarding the balance.
- C. At the City's request, Consultant shall permit the City, or any authorized representative of the City, at all reasonable times, to access and examine all records, books, papers or documents related to Consultant's performance under this Agreement, including, but not limited to, expenses for sub-consultants, agents or assistants, direct and indirect charges, and detailed documentation for all such work performed.

4. Schedule & Delay

- A. Unless otherwise directed by the City, Consultant shall commence performance of the Services upon execution of this Agreement.
- B. Consultant shall provide Services pursuant to the agreed-upon schedule, which shall be:
 - Completion of project by February 28, 2020
- C. Neither the City nor the Consultant shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party, including, but not limited to, unusually severe weather conditions, floods, tornadoes, earthquakes, fires, and epidemics; wars, riots and other civil disturbances; strikes, lockouts, and other labor disturbances; or judicial restraint. Should such a circumstance occur, the non-performing party shall, within a reasonable time, give the other party written notice describing the circumstances and the anticipated date to resume performance of the Agreement.

- D. If Consultant's performance is delayed due to delays caused by the City, Consultant shall have no claim against the City for damages or payment adjustment other than an extension of time to perform the Services.

5. Liability & Indemnification

- A. Consultant shall indemnify and hold harmless the City, and its departments, elected officials, officers, employees and agents, from and against all liability, suits, actions, proceedings, judgments, claims, losses, liens, damages, and injuries, (including attorneys' fees and other expenses of litigation, arbitration, mediation or appeal), which in whole or in part arise out of or have been connected with, Consultant's negligence, error, omission, recklessness, or wrongful or criminal conduct in the performance of Services, including performance by Consultant's employees, agents and subcontractors.
- B. Consultant's obligation to indemnify and hold harmless shall remain in effect and shall be binding on Consultant whether such injury shall accrue, or may be discovered, before or after termination of this Agreement.

6. Insurance

- A. Consultant shall purchase and maintain, at its expense, insurance coverage as required in this Section for the term of this Agreement. The failure to purchase and maintain the minimum insurance required herein shall constitute a material breach of this Agreement upon which the City may immediately terminate or suspend this Agreement. Compliance with the insurance requirements set forth in this Section to purchase and maintain insurance shall not in any manner limit or qualify the liability and obligations otherwise assumed by the Consultant in the written contract/agreement. Consultant shall furnish any or all insurance certificates to the City, as requested by the City. Insurance Companies must be rated a minimum "A-" by the Best's Key Rating Guide's latest edition.
- B. The consultant shall purchase and maintain insurance of the following types of coverage and limits of liability:
 - 1. Commercial General Liability (CGL) with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - a. If the CGL coverage contains a General Aggregate Limit, such

General Aggregate shall apply separately to each project.

- b. CGL coverage shall be written on ISO Occurrence form CG00 01 1096 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent consultants, products-completed operations, and personal and advertising injury.
 - c. City of Manhattan, Kansas and all other parties required by the contract shall be included as additional insured's on the CGL. This insurance for the additional insured shall be as broad as the insurance for the named insured Consultant. It shall apply as Primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured. Each policy which adds Additional Insureds hereunder, shall contain cross-liability wording, as follows: "In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."
 - d. Consultant shall maintain CGL coverage for itself and all additional insured's for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of work.
2. Automobile Liability with limits of at least \$1,000,000 each accident.
 - a. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired, and non owned automobiles.
 - b. The City shall be named as additional insured on the auto liability policy.
 3. Workers Compensation and Employers Liability limit of at least \$500,000 each accident, \$500,000 for bodily injury by accident, and \$500,000 each employee for injury by disease.
 - a. Where applicable, US Longshore and Harborworkers Compensation

Act Endorsement shall be attached to the policy.

b. Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

4. Professional Liability Insurance: Consultant shall purchase and maintain Professional Liability Insurance with a limit of at least \$1,000,000 for each claim and in the aggregate.

C. Consultant shall provide, prior to the commencement of the project, a certificate of insurance illustrating compliance with the insurance requirements outlined above. This certificate and the insurance policies required shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the City of Manhattan, Kansas, Attn: Cathy Harmes, Risk Manager, 1101 Poyntz Ave., Manhattan, KS 66502.

7. Assignment of and Responsibility for Personnel

A. Consultant's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance.

B. While upon City premises or property under the City's control, the Consultant's employees, agents, and subconsultants shall be subject to the City's rules and regulations respecting its property and the conduct of its employees thereon.

8. Ownership & Reuse of Documents

A. All drawings, specifications, test reports, and other materials and work products which are prepared or furnished by the City prior to this Agreement, or for the performance thereof, shall remain the City's sole property. The City shall make available to Consultant the copies of such materials as necessary for Consultant to perform the Services.

B. All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of service in respect to the Project and such drawings, specifications, test reports, and other materials and work products prepared by

Consultant shall become the sole property of the City and there shall be no restriction or limit on their further use by the City. At the City's request, Consultant shall copy and deliver to the City all such drawings, specifications, test reports, and other materials and work products obtained or produced in the course of providing the Services. Consultant shall retain a complete set of all such drawings, specifications, test reports, and other materials and work products for a period of not less than five (5) years after the City's issuance of a certificate of completion for the Project. All such drawings, specifications, test reports, and other materials and work products may be retained beyond five (5) years if any litigation, claim, audit or finding of a questioned cost is begun or instituted involving such drawings, specifications, test reports, and other materials and work products. In these instances, all such drawings, specifications, test reports, and other materials and work products must be retained for 1 year following the conclusion or final resolution of such litigation, claim, audit, or finding or until the conclusion of the 5 year period following the City's issuance of a certificate of completion for the Project described above, whichever is later.

- C. The City understands that the reuse of any document prepared or furnished by Consultant without written verification or adaptation by Consultant for the specific purpose intended by the City shall be at the City's sole risk and without liability or legal exposure to Consultant.

9. Consultant's Personnel at the Project Site

- A. The presence of Consultant's personnel at a construction site is for the purpose of providing the City a greater degree of confidence that the completed Project will generally conform to the Project scope of work and all other executed and binding plans, specifications, requirements, drawings, contracts and other documents that define the nature and extent of the duties and responsibilities of the project contractor(s) chosen to construct the Project (referred to herein as "Contract Documents" and "Project Contractor(s)"), and that the integrity of the design concepts as reflected in the Contract Documents have been implemented and preserved by the Project Contractor(s).
- B. Consultant has no authority to exercise control over any Project Contractor.

Consultant neither guarantees the performance of the Project Contractor(s), nor assumes the responsibility for the Project Contractor's(s') failure to perform their work in accordance with the Contract Documents. Nevertheless, Consultant shall notify both the City and the Project Contractor(s) whenever a thorough and complete inspection of the Project would reveal Project installations, other work performed by Project Contractor(s), materials or activities which fail to comply with the Contract Documents and/or the Project Contractor's(s') standard of care.

10. Relationship of the Parties

- A. The City and Consultant agree that the Consultant shall be and remain an independent contractor in the performance of the Services. Consultant's employees, agents, or subconsultants shall not be considered employees of or subject to the direction and control of the City.
- B. Consultant shall be solely responsible for the supervision and performance of all subconsultants/subcontractors to perform under this Agreement.

11. Notices

- A. All notices required by this Agreement shall be in writing, and unless otherwise directed by this Agreement, shall be sent to the addresses as set forth in this Section.
- B. Notices sent by the Consultant to the City shall be sent to:
 - Jason Hilgers, Deputy City Manager
 - City of Manhattan
 - 1101 Poyntz Avenue
 - Manhattan, KS 66502
- C. Notices sent by the City to the Consultant shall be sent to:
 - Mark Bachamp
 - Olsson, Inc.
 - 302 S. 4th Street, Suite 110
 - Manhattan, KS 66502

12. Term & Termination

- A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties. This Agreement shall terminate upon

completion of all Services to the satisfaction of the City, and upon final payment by the City.

- B. Notwithstanding Paragraph 12-A, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause. The City shall compensate Consultant for the Services that have been completed to the City's satisfaction as of the date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

13. Miscellaneous Provisions

- A. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Kansas.
- B. **Venue and Jurisdiction.** The parties agree any legal action arising out of this Agreement shall be filed solely in the Riley County, Kansas, District Court, or the U.S. District Court of Kansas, as appropriate.
- C. **Entire Agreement.** This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Consultant, and attached hereto. This Agreement consists of the body of this Agreement together with any and all Exhibits and addenda attached hereto. These documents constitute the entire agreement between the parties and supersede any and all other agreements or understandings, oral or written. If any language found in an Exhibit, addendum or other attachment to this Agreement conflicts with any language actually set out in the body of this Agreement, the language actually set out in the body of this Agreement shall control.
- D. **Severability.** If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms and provisions shall remain in full force and effect.
- E. **Waiver.** The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision or breach of this Agreement shall be in writing. A written waiver shall


not affect the waiving party's rights with respect to any other provision or breach.

- F. Assignment. Nothing in this Agreement shall be construed to give any rights or benefits to any party other than the City and Consultant. The parties agree that the services to be performed by the Consultant under the terms of this Agreement are personal and Consultant shall not assign any interest in this Agreement without the City's prior written consent. If Consultant assigns an interest in this Agreement without the City's prior written consent, such assignment shall be void, and City may immediately terminate or suspend this Agreement.
- G. Successors and Assigns. Subject to Paragraph 13-F, this Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
- H. Third Parties. The Services to be performed by Consultant are intended solely for the benefit of the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year above written.

CONSULTANT:

Olsson, Inc.



Jeffrey C. Ford, PE
Senior Director of Technical Operations



Ryan D. Beckman, PE
President

ACKNOWLEDGMENTS

STATE OF NEBRASKA, COUNTY OF LANCASTER, SS:

BE IT REMEMBERED, that on this 7th day of June, 2019 before me, the undersigned, a notary public in and for the County and State aforesaid, came Jeff Ford, Senior Director of Technical Operations and Ryan Beckman, President for Olsson, Inc. who are personally known to me to be the same persons who executed the foregoing Agreement, and duly acknowledged the execution of the same on behalf of the corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

My appointment expires: July 12, 2022



CITY OF MANHATTAN:

ATTEST:



Michael L. Dodson
Michael L. Dodson, Mayor

Gary S. Fees
Gary S. Fees, MMC, City Clerk

STATE OF KANSAS, COUNTY OF RILEY, SS:

BE IT REMEMBERED, that on this 11th day of June, 2019, before me, the undersigned, a notary public in and for the County and State aforesaid, came Michael L. Dodson, Mayor for the City of Manhattan, and Gary S. Fees, City Clerk, who are personally known to me to be the same persons who executed the foregoing Agreement, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.



Brenda K. Wolf
NOTARY PUBLIC

My appointment expires: 10-21-2020

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Agreement for Professional Services dated April 19, 2019 between City of Manhattan, Kansas (“Client”) and Olsson, Inc. (“Olsson”) providing for professional services. Olsson’s Scope of Services for the Agreement is as indicated below.

GENERAL

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

SCOPE OF SERVICES – Parking Garage and surrounding streets of 14th, Laramie and N. Manhattan.

14th street – Mill and overlay with restriping for a 3-lane section with traffic signal at the intersection with Laramie.

Laramie Street – Re-construction with a full 3-lane section in front of the parking garage.

N. Manhattan Ave – No work to be completed on N. Manhattan except for behind the curb at the parking garage.

Phase 100 – Project Management & Meetings

Project Management

Project management is responsible for coordination of the various people that are involved in the project, tracking of work completion, and project management.

Meetings

Olsson will attend meetings related to the Project including:

Attend up to Twenty (20) project meetings with the City and stakeholders related to the general management of the garage, landscape and design of the project. These meetings are on top of each Phase meetings listed below.

Utility Coordination

Olsson will coordinate utilities that need moved due to the project. Attend meeting with Westar to relocate poles as needed for the project.

Phase 150 – Preliminary Engineering Services

Task 151: Boundary and Topographic Survey - Topographic features will be surveyed to create a surface represented by 1-foot contours. Improvements within the limits will be located, including roads, structures, pipes, fences, gravel surfaces, concrete surfaces, asphalt surfaces, trees, and utilities.

- A Utility-One-Call will be made for the site. Utilities that are marked will be located. Above ground visible utilities will be located. Olsson will not be responsible for underground utilities not marked by the utility locate, also underground structures or tanks that are not visible on the surface of the site. An attempt will be made to obtain utility maps from the utilities listed on the Utility-One-Call. If maps are provided those utilities will be placed on the survey. Manholes will be inverted to get the pipe size and flow lines elevations.
- Horizontal coordinate system will be in reference to the Kansas State Plane Coordinate System North American Datum of 1983 (NAD83) modified to ground. Vertical datum will be in reference to the North American Datum of 1988 (NAVD88).
- See Exhibit B for survey limits.

Phase 200 – Construction Documents

Task 201: Extension of Public Infrastructure - Olsson will prepare final construction documents for submittal for approval in accordance with City's design criteria and will include:

- **Roadway Design** - shall include all items listed below for the permanent paved street:
 - Cover sheet
 - Demo and removals sheet
 - Alignment layouts and survey reference sheet
 - Typical sections Geometric design
 - Entrance Details
 - Sidewalk ADA ramp design
 - ADA to building entrances will be reviewed along the corridor.
 - Sidewalk grading tying into adjacent buildings & property
 - Surface drainage design
 - Street plan and profile sheets
 - Intersection details
 - Traffic Signal with interconnect to Bluemont signal at 14th and Bluemont
 - Pavement marking and signing
 - Street & pedestrian lighting design
 - Traffic control (including phasing and maintaining acceptable access to properties via temporary surfacing)
 - Cross Sections (25' intervals)
 - Geometric control (including all radii, radius points, and coordinate information)
 - Erosion control plans meeting all NPDES requirements

- **Water Main Replacement/Upgrade** - This plan will provide plan and profile of water mains, fire hydrants, and valves to be replaced within the project limits.
- **Sanitary Sewer Replacement/Upgrade** - The sanitary sewer will be replaced on Laramie from N. Manhattan to 14th street. The plans shall include plan and profile for the main; the service and details will be called out in plan view.
- **Storm Sewer Replacement/Upgrade** – shall include the areas within the project limits and adding from 14th street east along Laramie to N. Manhattan to serve the new parking garage and relieve the storm sewer on Bluemont.
- **Public Wi-Fi** – Design of conduit and pull box system for future connection of Wi-Fi supported devices (Fiber and Wi-Fi devices by others).

Phase 250 – Landscape/Hardscape Design – Laramie St., 14th Street., Manhattan Ave., Parklet

Task 251: Streetscape Concept Design and Verification Services

Olsson will present the streetscape concepts prepared during the Aggieville Phase II project to the Client, Stakeholder Group, and Business Owner Group for review and comment. Olsson will solicit detailed comment on the conceptual design of the streetscape design, elements, hardscape, landscape, pedestrian lighting, and amenities. Olsson will consolidate the comments and prepare two (2) revision based on those comments. Olsson will submit the revised concept to the Client for approval. Upon approval the revised concept will be used as the basis for Schematic Design in the following Task. Additional revisions or concepts are not included in this scope and shall be considered additional services.

Olsson will attend up to a total of four (4) meetings during this task. Meetings may be with the Client, Stakeholders, or the Business Owner Group to discuss, review and receive comment and direction on the concept development drawings.

Task 252: Schematic Design Plans Services

Based on Client provided input and direction along with the approved streetscape concept plan, Olsson will prepare a schematic streetscape design plan. Schematic design will focus on overall hardscape, landscape, amenity and pedestrian enhancement, appropriateness of materials / massing, contextual fit, themes, and reinforcement of pedestrian scale throughout the site, including landscape material, hardscape and paving areas, site furnishings, pedestrian lighting selection, and amenity areas along the streetscape. Landscape plans will detail plant masses and individual overstory, understory, and groundcover materials and will include a preliminary planting schedule indicating suitable species and sizes.

Olsson will submit the schematic streetscape design plan to the Client to evaluate features proposed in the schematic design plan. Olsson will prepare a revised schematic design plan, based on input from the client. Olsson will prepare a preliminary opinion of probable cost based upon the revised schematic design plans. The revised schematic design plan will be used in the design development phase.

Task 253: Design Development Services

Based upon the approved schematic design plan, Olsson will prepare design development plans. Design development plans will identify locations, sizes, and types of major components identified on the schematic design plan. Olsson will prepare the following design development plans:

Hardscape Plan – The hardscape plan shall include hardscape materials including concrete pavers, concrete, median, cycle track, decorative concrete, planters, benches, amenities and landscape walls. The plans will begin to detail hardscape elements to a level of detail appropriate for preliminary engineering and opinion of probable cost estimating purposes.

Amenity Plan – The amenity plan shall develop preliminary design of amenity areas and features. The plans will begin to detail amenity elements to a level of detail appropriate for preliminary engineering and cost estimating purposes. Amenities include identity and branding elements, cycle track, site furniture, kiosks, decorative fence, and thematic elements.

Landscape Plan - The landscape plan will identify plant masses and individual overstory, understory, and groundcover materials; and will include a preliminary planting schedule indicating suitable species and sizes. Layout and detailing of artificial turf lawns are also included.

Irrigation Plan - Olsson will provide requirements for an irrigation system to the Client.

Olsson will submit the design development plans to the Client for review and comment. The Client will provide comments. Olsson will revise the design development plans based upon Client provided comments. Olsson will prepare a preliminary opinion of probable cost based upon the revised design development plans. The revised design development plans will be used in the construction document phase.

Task 254: Construction Documents Services

Olsson will prepare construction documents for bidding and construction of the proposed design plan elements, based on approved design development plans. Olsson will prepare the following construction documents and necessary specifications for the following improvements.

Hardscape Plans - Olsson will prepare the hardscape construction documents for Client-approved design development hardscape plans. Hardscape construction documents will layout concrete pavers, concrete, median, cycle track, decorative concrete, planters, benches, amenities and landscape walls. Horizontal dimensions will be included for construction purposes.

Amenity Plans - Olsson shall prepare construction documents of amenity areas and features. Plans will detail amenity elements for construction. Amenities include identity and branding elements, cycle track, site furniture, kiosks, decorative fence, and thematic elements.

Landscape Plans - Olsson will prepare landscape construction documents for Client-approved design development landscape plans. Landscape plans shall identify location, species and variety, quantity, planting sizes, and any special requirements or conditions for plant materials and areas of sod. Artificial turf surface layout and detailing is included. Final landscape planting details are also included. The landscape plans will be prepared at a scale of 1-inch = 30-feet or larger.

Irrigation Plans - Olsson will prepare irrigation construction documents. Irrigation plans will identify location of the mainline and lateral piping, zone control valves, irrigation heads, and all necessary equipment. Plans will indicate pipe sizes, valve sizes, head type, controller type, and circuit zoning.

Olsson will submit the construction document plans to the Client for review. Olsson will attend one (1) meeting with the City to review the construction document plans. The Client will prepare a written revision and comment document. Olsson will revise the construction documents based upon the Client written comments. Olsson will submit revised construction documents to the Client for bidding purposes.

Maintenance Manual – Olsson will develop a maintenance manual for use by city staff during maintenance operations. Maintenance document will include hardscape, landscape, irrigation, amenities, and pavement items.

Phase 300 – Parking Garage

The project site is generally located between 14th Street and Manhattan Avenue along the north side of Laramie Street. The parking structure is envisioned to supply approximately 500 parking spaces across five levels (grade plus four supported) in a side by side internal ramping system and no covered roof. Ground floor core and shell commercial space has been programmed along Manhattan and Laramie frontages. The footprint is approximately 140 feet wide by 250 feet long. Stair and elevator cores have not yet been identified. Access to the facility is gained from the grade level.



Task 301: Schematic Design

1. Research pertinent code requirements for potential considerations such as firewalls, openness, mechanical ventilation, fire safety, handicap accessibility, etc. that impact the design. Conversation with the authority having jurisdiction (AHJ) may occur to allow a preliminary conclusion on code items of concern prior to advancing into Design Development.
2. Evaluate site grading and drainage along with water/sewer services and connections.
3. Confirm the number of spaces to be provided and other program requirements of the project including stall size, user groups (employees, visitors), security requirements, ceiling heights, pedestrian needs, construction cost budget, etc.

4. Determine location of the facility on the site including orientation of parking bays, bay sizes and setbacks.
5. Evaluate precast concrete, post-tensioned concrete and other options and recommend the most appropriate system for the parking structure.
6. Design all internal circulation within the parking structure, both vehicular and pedestrian. Design the ingress and egress areas for functional efficiency and peak hour traffic volume, including the number of lanes and length of queuing areas required. Design the parking geometrics including stall sizes and angles, and drive aisle sizes.
7. Lay out preliminary striping for the parking facility, including requirements of the Americans with Disabilities Act Accessibility Guidelines (ADAAG).
8. Determine the proper number and appropriate location of stair towers and elevators.
9. Design typical floor slopes for positive drainage and patron comfort to include establishing floor elevations and locating floor drains and mechanical risers.
10. Coordinate with other design disciplines to identify preliminary building space systems for security, mechanical and electrical equipment.
11. Prepare a preliminary project schedule reflecting the time necessary to complete the design and construction based upon the Owner's target completion and occupancy schedule.
12. Prepare and present schematic drawings that will illustrate facility size, traffic flow, parking geometry, ingress/egress, stair and elevator tower locations, exterior elevations, building sections, etc.
13. Meet with the design team two (2) times during this phase and participate in weekly conference calls or web meetings in between.

Task 302: Design Development

Further develop the approved schematic design to evaluate appropriate systems with particular emphasis on architectural expression, function, durability, and overall economy. Assist to revise the project design team budget and schedule, if required per Owner's requirements. Prepare and present design development drawings and preliminary specifications. Discuss and determine any construction phasing requirements for the project. During this phase, work with the Owner's selected contractor so that an integrated phasing and sequencing plan will be determined so that construction documents can be completed that provide best value approach.

1. Civil / Landscape Design
 - a. Coordinate with the civil engineer the location of driveways, curb cuts, and site work.
 - b. Coordinate with the landscape architect as necessary.

2. Signage and Graphics
 - a. Prepare preliminary functional graphics and signage plans for the interior of the garage to effectively guide drivers and pedestrians through the parking structure.
3. Structural Design
 - a. Design and lay out the structural grid system to provide for parking efficiency, patron comfort and future flexibility and to coordinate with the other program design elements. Evaluate precast concrete, post-tensioned concrete and other options and recommend the most appropriate system for the parking structure. Final determination of the selected system shall be completed in the initial 2 weeks of this phase.
 - b. Further develop the structural systems to provide preliminary sizes of slabs, beams, columns, foundations, locations and lateral resisting systems.
 - c. Locate all expansion joints and detail these joints for the selected structural system.
 - d. Evaluate the most cost-effective foundation system based on the geotechnical report.
 - e. Prepare preliminary structural design drawings and specifications for structural engineering items.
 - f. Perform a durability analysis and make recommendations regarding options to maximize the life of the structure and reduce life-cycle and maintenance costs.
4. Mechanical/Electrical and Plumbing Design
 - a. Recommend lighting levels, fixture locations and fixture manufacturers. Provide computerized calculations of illuminance values for the recommended system.
 - b. Taking advantage of natural daylight, we will recommend switching and circuiting of lights in the garage for energy conservation, while maintaining adequate lighting for security.
 - c. Assist in determining preliminary requirements for drainage, wash-down, fire protection and other mechanical systems for the parking facility.
5. Parking Operations
 - a. Establish the method of operation, access control, and revenue collection (if any) for the facility, allowing for future flexibility to modify the method of operation.
 - b. Design entry/exits, islands, curbs, queuing areas, etc. consistent with the selected method of operation.
 - c. Determine the necessity to secure the facility after normal operating hours and barriers required facilitating closing the garage.
6. Meetings
 - a. Attend two (2) meetings during this phase. We are able to participate in bi-weekly conference calls/web meeting between face to face meetings.
7. Miscellaneous
 - a. Prepare written responses to Owner review comments
 - b. Prepare preliminary project specifications
 - c. Provide one (1) hardcopy of deliverables to the Owner. Provide electronic copy of deliverables.

Task 303: Construction Documents

1. Structural and Functional
 - a. Prepare construction documents, including drawings and selected technical specifications. Documents will be sealed by registered professionals in the State of Kansas. Front-end specifications are anticipated by the Owner.
 - b. Prepare functional design construction documents including striping, graphics, and access and revenue control equipment.
 - c. Review documents for compliance with codes, regulations, laws and guidelines in effect at the time of submission to the building authority.
 - d. Issue interpretations of the construction documents and prepare addenda summarizing clarifications or revisions.
2. Meetings
 - a. Attend three (3) meetings during this phase. We are able to participate in bi-weekly conference calls/web meeting between face to face meetings.
3. Miscellaneous
 - a. Prepare written responses to Owner review comments
 - b. Prepare project specifications
 - c. Provide one (1) hardcopy of deliverables to the Owner. Provide electronic copy of deliverables.

Phase 350 – Parking Garage Architectural

The architectural for the parking garage is for only the garage interior and exterior. No tenant space design is intended with this portion of the project. Only a shall space shall be provided for future buildout.

Meetings will be conducted with city staff and other parties to determine the extent of the tenant space within the garage. Concepts prior to this contract have indicated a second floor finished space which will have to vetted to determine if the garage can accommodate this space.

Task 351: Schematic Design

1. Architectural
 - a. Create two (2) exterior façade concepts for architectural elements for the parking structure intended to blend with the Aggieville Historic Core, screening and visible egress stairs based on the approved programming design concept.
 - b. Prepare preliminary code study with openness calculations, egress requirements, firewalls, life-safety, travel distance, means of egress, and accessibility.
 - c. Assist design team in sizing stairs and elevator requirements, including stair openness, widths, hoistway size, pit depths, etc. for coordination.
 - d. Research systems for design elements including the elevator, stairs, bike storage and core and shell space.
 - e. Prepare plans, sections, and elevations of the proposed designs.
 - f. BBN Architects will develop visual imagery using 3-D digital modeling and digital rendering techniques to produce images that portray project development and design intent for the two (2) concepts.
 - g. Attend two (2) design team meetings in Manhattan, Kansas with Walker Consultants in attendance. BBN will communicate with Walker Consultants to the fullest extent possible via email, conference calls or web meetings in between.

Task 352: Design Development

1. Architectural
 - a. Develop one (1) preferred scheme as selected at the completion of the Schematic Design Phase.
 - b. Create material boards for exterior cladding, interior finishes and key design elements for the structure based on the preferred architectural solution selected at the conclusion of the schematic design phase.
 - c. Develop design elements including the elevator, stairs, bike storage and core and shell spaces.
 - d. Update code analysis study with openness calculations, egress requirements, firewalls, life-safety, travel distance, means of egress, and accessibility.
 - e. Present the preferred design at one (1) Public Meeting and one (1) city commission meeting.
 - f. BBN Architects will develop up to two (2) visual images using 3-dimensional digital modeling and digital rendering techniques that portray project development and design intent for the selected concept.
 - g. Prepare floor plans, life safety plans, building sections, and elevations of the proposed design.
 - h. Generate draft specifications for architectural design elements.
 - i. BBN will assist in developing an Opinion of Probable Cost for the identified conceptual design for the facade of the elevation of the garage.
 - j. Attend two (2) design team meetings in Manhattan, Kansas with Walker Consultants in attendance. BBN will communicate with Walker Consultants to the fullest extent possible via email, conference calls or web meetings in between.

Task 354: Construction Documents

1. Architectural
 - a. Prepare final drawings for the preferred parking structure option including key plans, building plans including full documentation of detailing of stair and elevators, life safety plans, building elevations, sections and details.
 - b. Prepare final technical specifications for architectural design elements.
 - c. BBN will assist in developing an Opinion of Probable Cost for the identified conceptual design for the facades of the garage.
 - d. Attend one (1) design team meeting with conference calls or web meetings.

Phase 400 – Parking Management Strategies

Walker to develop the appropriate parking management strategies for Aggieville during the transition phase when the parking garage is being constructed as well as once the garage is open.

1. Meet with the City and appropriate representatives to confirm study objectives. Identify and discuss current and future variables that will impact the City's ability to manage parking differently as well as the timeline scenarios being considered.
2. Identify a parking management strategy for both the on-street as well as the off-street under three timeline scenarios: 1) during parking garage construction; 2) during parking garage and hotel construction; 3) once all construction is completed. The parking management strategies will consider and identify:

- a. Appropriate combinations of paid parking, time-limited parking, or a combination thereof
 - b. Paid parking technology strategy for the on-street and off-street
 - c. Enforcement strategy
 - d. Phasing of the changes overtime
 - e. Infrastructure required to support the strategies
 - f. Costs to procure, operate, and maintain the operational strategy
 - g. Parking rate strategy
3. Graphically illustrate the strategies identified. Develop accompanying charts and tables to support these graphics will be provided.
 4. Summarize the strategies into a report and presentation slides.
 5. Meet with City and steering committee to review our draft recommendations. Incorporate comments as appropriate into the strategy.
 6. Present the strategies and recommendations during a City Council meeting.
 7. Attend an addition meeting during the duration of the project.

Additional tasks may include assisting to procure the appropriate technologies when appropriate.

Scope includes trips to Aggieville during the duration of the project to meet with the City.

Phase 425 – Mechanical and Electrical Engineering Services

Based upon the parking garage preliminary schematic design and studies, Olsson shall provide the following MEP design services:

- A photometric plan will be developed for the entire parking garage. Olsson shall coordinate with Walker SD design concepts for final fixture selections and foot-candle levels.
- Full designs of power infrastructure for new electric utility and service entrance gear. Assumed to have 480/277V, 3ph electrical system by Westar.
- Design of electrical distribution with various panels located in service rooms and serving parking deck levels.
- Design of lightning protection system on upper deck level.
- Design of lighting controls with daylight harvesting and occupancy sensor dimming to half light levels for energy reduction. Lighting control system assumed to be a lighting relay panel or network distributed (DLM or equal) arrangement
- Provisions for future service and power for mixed-use retail on first floor. We will coordinate with Westar for underground provisions of raceway, but no design at this time for services and power (TBD)
- Designs for lighting, gate controllers, elevators, HVAC, heating/ventilation of lobbies
- Design for new HVAC as required. We are assuming parking garage is classified as open with no mechanical ventilation required of parking garage deck levels
- Full security system with PTZ fiberoptic cameras located at all lobbies and parking levels
- Design of full fire alarm system.

- Design of full sanitary sewer and storm sewer piping systems. Coordinate with Walker for area drain locations.
- Design of oil/sand interceptor for sanitary sewer system.
- Design of water service entrance for maintenance hose bibbs and irrigation system.
- Design of dry pipe standpipe fire protection system and wet system performance specification for areas with limited area freeze protection coverage.
- Conduit rough-in for communications to demarc room.
- Full details and equipment schedules shall be included on the drawings.
- Book specifications for Divisions 21 thru 28

Task 426: Design Development Documents. Design development drawings will be completed to a DD level of detail for review.

- a. The site lighting concepts and site utilities completed.
- b. The lighting layout should be reviewed by all necessary parties including the Client. The Reviewers will relay any necessary lighting layout modifications, clarification in standard(s), etc.
- c. Electrical Design Development scope of work to include:
 - Photometric lighting design and determination of light fixture locations/arrangement.
 - Simple details demonstrating light fixture styles and scale.
 - Utility service entrance completed with main electrical room and one-line diagrams.
- d. Provide design development drawings for mechanical systems within parking garage. This includes any sort of fire protection/stand-pipes, elevator shaft/machine room heating/ventilation, storm water systems, oil/solids separators, etc.
- e. Opinion of Probable Cost will be generated.

Task 427: Final Construction Documents. Final drawings will be completed for the Parking Garage.

- a. All Lighting, Power, Plumbing, Fire Protection, Mechanical, and Special Systems Construction Documents Completed.
- b. Completion of Book Specifications.
- c. Attendance at Final Design Review Meeting
- d. Opinion of Probable Cost will be generated.

Phase 450 – Parking Garage Geotech

Task 451: Drilling Services

1. Coordination and General Notes
 - a. Olsson will contact Kansas One Call to locate underground utilities. To ensure the safety of the crew on site, Owner must inform Olsson of the location of all private utilities and private utility service connections. The cost of locating private utility lines and private service connections through private utility location contractors or hydro-excavation methods shall be Owner's responsibility. Olsson is not responsible or liable for damage to any private utilities or private service connections.

- b. All boring locations must be readily accessible. Any cost of making boring locations accessible is Owner's responsibility. Olsson will not perform field work until access to boring locations is satisfactory to Olsson.
 - c. Drilling rigs are heavy equipment. Disturbance of natural surroundings including but not limited to soil indentations, concrete cracking, and damage to underground sprinkler systems may occur. Olsson will not be liable or responsible for any site disturbance that may occur as a result of bringing equipment on site. Owner accepts full responsibility for site disturbance.
2. Field Exploration
- a. We propose to use a truck-mounted drill rig to complete the following soil test borings for the geotechnical exploration:
 - Two (2) soil test borings to a depth of 75 feet each;
 - Three (3) soil test borings to a depth of 60 feet, plus 15 feet of rock coring (75-foot total depth).

The soil borings will be advanced to the depths proposed, or to refusal, whichever is shallower. This proposal is based on a total drilling footage of 405 linear feet and a total rock coring footage of 45 linear feet.
 - b. Soils will be sampled in general accordance with ASTM D1586 and ASTM D1587.
 - c. We will obtain groundwater levels in the test borings at the time of drilling and upon completion of the drilling operations.
 - d. After obtaining groundwater level readings, we will backfill the borings with soil cuttings and patch pavements as necessary.

Task 452: Geotechnical Services –

1. Laboratory Services

As soil conditions dictate, laboratory testing may include visual soil classification (ASTM D2488), unconfined compression tests (ASTM D2166), thin-walled tube density tests (ASTM D7263), moisture content tests (ASTM D2216), Atterberg limit tests (ASTM D4318), Standard Proctor tests (ASTM D698), one-dimensional consolidation tests (ASTM D2435), and rock unconfined compression tests (ASTM D7012).

2. Engineering Analysis and Report Preparation

Olsson will perform the following analyses and prepare a report discussing the following:

- a. Maximum allowable soil bearing pressures for design of shallow foundations where applicable. These recommendations will include estimates of maximum total and differential settlement. Recommendations for a spread footing foundation will also include minimum footing sizes and the required frost depth or other minimum bearing depth. Remedial measures, such as core-out, surcharge, or ground improvement, will also be addressed, if needed.
- b. Augered cast-in-place pile or drilled shaft deep foundation design parameters, including skin friction, uplift, end bearing, lateral response, and estimated settlement.
- c. Recommendations regarding lift thickness, moisture control, and compaction criteria for backfill and structural fill. OSHA standards for soil excavation criteria will be included or referenced.

- d. Seismic soil site classification per ASCE 7-10 and the 2012 IBC.
- e. Discussion of anticipated groundwater concerns, along with recommendations for addressing these concerns during construction, if required.
- f. Analysis of the on-site soils regarding shrink/swell characteristics and the potential for reuse of on-site soils as structural fill.
- g. Recommendations regarding the preparation of subgrade soils supporting concrete floor slabs, including an estimate of the modulus of subgrade reaction based on laboratory test results.
- h. Foundation and slab-on-grade drainage requirements.
- i. Lateral earth pressure values for restrained and/or unrestrained foundation/retaining walls, including passive pressures and sliding friction values to resist sliding.
- j. Pavement analysis for light to heavy duty traffic.

Phase 500 – Permitting

Tasks 501: Permitting. Olsson will prepare application and supporting technical data for submittal of the Notice of Intent to Kansas Department of Health and Environment for discharge of Stormwater from Construction Activities. Olsson will also prepare and provide 2 bound copies of a SWPPP to the owner for use on site and kept with construction documents.

Tasks 502: Sanitary Sewer and Water Permitting. Olsson will prepare application and supporting plans and specification to KDHE for approval of the project.

Phase 550 – Temporary, Permanent Easement and Property Acquisition

Tasks 551: Meetings. Olsson will meet with the property owners for the tracts to be acquired. Assuming a maximum of three (3) property owners with individual meetings with each. The three areas are around the parking garage for construction.

Tasks 552: Staking. Olsson will stake the proposed right of way and/or easements for the property owners.

Tasks 553: Strip Maps and Legal Descriptions. Provide legal descriptions and exhibits sealed by an RLS licensed in the State of Kansas. The legal descriptions are to be provided in digital format compatible with Microsoft Word. Also, provide color exhibit drawings (11 x 17 tract map) with an aerial background for easement purposes. Assume six landowners.

Tasks 554: Property Negotiations. Olsson will negotiate on behalf of the City for the necessary right of way and easements needed to complete the project. Prepare offers to the land owners and mail offers. Meet with the land owner and discuss offer. Meet with city staff and city commission regarding offers accepted and those that need more attention. Olsson will send offer letters based on an agreed upon price by the city.

Appraisals of the property if needed will be paid for by the city. Olsson will work with the appraiser on information needed to make the appraisal.

Phase 600 – Bid Phase Services

- Tasks 601: Invitation for Bid / Plan Production and Distribution - Plan sets and construction contract documents will be distributed to plan service agencies for use during bidding and any prospective bidders at a specified cost to print each set. Maintain a record of prospective bidders and suppliers to whom drawings or specifications have been issued.
- Tasks 602: Interpretation of Documents / Prepare Addenda – Olsson will assist in preparation of addenda to the bid as required based upon the need to provide clarification or changes to the project plans and specifications. Olsson will assist in preparation of conforming documents to incorporate addenda changes at the completion of the bid process.
- Tasks 603: Bid Opening – Olsson will attend the bid opening and assist the Client with opening bids, prepare a bid tabulation, and distribute the bid tabulation to all plan holders
- Tasks 604: Bid Evaluation and Recommendation of Award - Olsson will evaluate the bids for completeness and based upon our evaluation, prepare a letter to the Client recommending award of the contract. Distribute up to five (5) sets of construction drawings and specifications to the successful bidder.

Phase 650 – Construction Phase Assistance

- Task 651: Construction Phase Assistance – Olsson will attend the pre-construction meeting. Olsson will review shop drawings, samples, and other data contractor is required to submit for conformance with contract documents and compatibility with the design. Provide assistance during construction to address questions and assistance with unique construction items.

An allowance is included for each bid package to consult with the City and Contractor. Should we approach this limit prior to completion of construction, the City will be notified for authorization of additional services if additional meeting time is requested.

EXCLUSIONS

The following tasks may be required but have been excluded. Olsson can provide budgetary numbers or include these in the proposal if requested:

- Traffic Study
- Environmental Studies
- Off Site Storm Sewer, water and Sanitary Sewer beyond project limits
- Routine Site Visits and Construction Observation
- Wayfinding
- Gateway and signage design
- Fiber and/or Wi-Fi network design
- Design of ancillary structures and core shell space.
- Design of a roof structure or shade canopies for the garage.

- Design of any future horizontal or vertical expansion.
- Alternative energy systems such as photovoltaic or wind harvesting system design.
- Multiple or separate bid packages sets.
- LEED Certification.
- Design of a space by space fully automated parking guidance system (APGS) is excluded. Basic structure PARCS equipment is anticipated and included.
- Enhanced interior design beyond standard materials.
- Design effort in response to Owner requested design changes beyond completion of the Design Development phase without additional compensation.
- Access control or security system design.
- Routine site visits and construction observation as part of the construction administration phase and project punch list.
- Record Document preparation.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Completion

- | | |
|--------------------------|-----------------------------|
| • Schematic Design | June 2019– August 2019 |
| • Design Development | August 2019 – October 2019 |
| • Construction Documents | October 2019 – January 2020 |
| • Bidding Services | February 2020 |

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services a fixed fee of One Million One Hundred Ninety Three Thousand Ten Dollars (\$1,193,010.00). Olsson's reimbursable expenses for this Project are included in the fixed fee. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Jason Hilgers.

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of maximum 30 days from the date set forth above, unless changed by us in writing.

EXHIBIT B - Around Garage
Aggieville Design - Phase 3
 April 19, 2019

Phase/ Task	Description of Work	Engineering					OHH - Streetscape			Survey		Geotech	Walker	BBN	MEP			
		Senior Engr	Tech. Leader	Project Engr	Assoc. Engr	Senior Tech	Assoc. Tech	Team Leader	Senior LA/PM	Project LA	Assoc. LA	Project Surveyor	2-Man Crew					
Phase 100	Project Management & Meetings																	
	Project Management	8		40													\$6,920.00	
	Project Meetings	100		60													\$27,100.00	
	Utility Coordination			42		32											\$8,550.00	
Phase 150	Preliminary Engineering Services																	
	Boundary and Topographic Survey					60	10				8	55					\$15,320.00	
Phase 200	Construction Documents																	
	Street		80	75	65	75	175										\$51,905.00	
	Waterline Replacement			35		15											\$6,075.00	
	Sanitary Sewer Replacement			20		20											\$4,500.00	
	Storm Sewer			30		15											\$5,400.00	
	Traffic Signal with interconnect to Bluemont			70		120											\$20,250.00	
	Street and Pedestrian Lights (MEP)		8		23	25											\$6,305.00	
	Fiber conduits and Public Wi-Fi			10		20											\$3,150.00	
	Construction Phasing & Traffic Control		4		4	30											\$3,880.00	
Phase 250	Landscape/Hardscape Services																	
	Concept Design and Verification of Plan	20						20	50	25	40				\$8,000.00		\$29,675.00	
	Schematic Design							10	20	30	12						\$9,610.00	
	Design Development							10	35	50	20						\$14,975.00	
	Construction Documents							15	50	60	65						\$23,925.00	
Phase 300	Parking Garage																	
	Schematic Design	20		40		35								\$89,355.00			\$101,705.00	
	Design Development			25		40								\$148,785.00			\$155,760.00	
	Construction Documents			50		45								\$208,320.00			\$219,120.00	
Phase 350	Parking Garage Architectural																	
	Schematic Design	30													\$30,000.00		\$35,700.00	
	Design Development														\$40,000.00		\$40,000.00	
	Construction Documents														\$80,000.00		\$80,000.00	
Phase 400	Parking Management Strategies																	
	Parking Management Plan	20												\$56,000.00			\$59,800.00	
Phase 425	Parking Garage Mechanical and Electrical																	
	Design Development															\$14,500.00	\$14,500.00	
	Construction Documents															\$26,300.00	\$26,300.00	
Phase 450	Parking Garage Geotech																	
	Geotechnical Report and Laboratory Services												\$24,900.00				\$24,900.00	
Phase 500	Permitting																	
	NOI and SWPPP				20												\$2,260.00	
	KDHE water and sewer permits				25												\$2,825.00	
Phase 550	Temporary & Permanent Easements																	
	Easements	10		20								10	6				\$6,650.00	
Phase 600	Bid Phase Services																	
	Bid Phase Services	5		55										\$15,000.00	\$10,000.00	\$2,000.00	\$35,375.00	
Phase 650	Construction Administration																	
	Construction Phase Assistance			60				4	10	10				\$96,615.00	\$40,000.00	\$2,500.00	\$150,575.00	
GRAND TOTAL		\$40,470	\$16,744	\$85,320	\$15,481	\$47,880	\$13,875	\$11,210	\$22,275	\$21,875	\$14,385	\$2,070	\$9,150	\$24,900	\$614,075	\$208,000	\$45,300	
		Engineering					OHH - Streetscape			Survey		Geotech	Walker	BBN	MEP			\$1,193,010.00
		\$219,770.00					\$69,745.00			\$11,220.00		\$24,900.00	\$614,075.00	\$208,000.00	\$45,300.00			\$ 1,193,010.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/12/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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).

PRODUCER SilverStone Group 11516 Miracle Hills Drive Suite 100 Omaha NE 68154	CONTACT NAME: Molly Harmon PHONE (A/C No. Ext): 402.964.5598 E-MAIL ADDRESS: mharmon@ssgi.com		FAX (A/C, No): 402.557.6325													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Ind. Co. Of America</td> <td>25666</td> </tr> <tr> <td>INSURER B : Charter Oak Fire Ins. Co.</td> <td>25615</td> </tr> <tr> <td>INSURER C : Travelers Property Casualty Co. of America</td> <td>36161</td> </tr> <tr> <td>INSURER D : Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER E : ACE AMERICAN INSURANCE COMPANY</td> <td>22667</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Ind. Co. Of America	25666	INSURER B : Charter Oak Fire Ins. Co.	25615	INSURER C : Travelers Property Casualty Co. of America	36161	INSURER D : Phoenix Insurance Company	25623	INSURER E : ACE AMERICAN INSURANCE COMPANY	22667	INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #															
INSURER A : Travelers Ind. Co. Of America	25666															
INSURER B : Charter Oak Fire Ins. Co.	25615															
INSURER C : Travelers Property Casualty Co. of America	36161															
INSURER D : Phoenix Insurance Company	25623															
INSURER E : ACE AMERICAN INSURANCE COMPANY	22667															
INSURER F :																
INSURED 5761 Olsson, Inc. 302 S 4th St Ste 110 Manhattan KS 66502																

COVERAGES

CERTIFICATE NUMBER: 589411335

REVISION NUMBER:

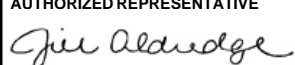
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		P-630-8D707184	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		P-810-2L645724	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PSM-CUP-9H235899	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-9H987803-18-43	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability Claims Made			EON G25589993 006	1/1/2019	1/1/2020	PL Each Claim \$5,000,000 PL Aggregate \$5,000,000 PL Ded Per Claim \$350,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Carrier AM Best's Ratings A+XV.
 Aggieville projects; AG1901- 12th Street, AG1902- Laramie, and AG1903- Parking Garage. The holder and all other parties required by the contract are listed as additional insured on a primary and non-contributory basis with respect to General Liability including completed operations, Auto Liability as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Manhattan 1101 Poyntz Ave Manhattan KS 66502	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.