

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is made as of the ___ day of _____, 2021 (“Effective Date”) between the City of Anthony, Kansas (“City”) and Evans, Bierly, Hutchison & Associates, P.A. (“Engineer”) (the “Agreement”).

City and Engineer, in consideration of their mutual covenants, herein agree in respect of performance of professional engineering services by Engineer and payment for those services by City as set forth below.

1. Authorization of Services. Services on any engineering assignment shall be undertaken only upon written authorization of City. The parties shall use the form of Task Order attached hereto as Exhibit A.

2. Engineering Services. The basic engineering services that may be provided by Engineer include any of the services listed in this Section 2, as identified in the Task Order for a specific engineering assignment (“Engineering Services”).
 - a. Civil, structural, mechanical, electrical engineering services, architectural services, or other consulting services;
 - b. Assist the City’s utility department with problems or improvements related to City infrastructure;
 - c. Provide written correspondence, reports or opinions to local, state or federal agencies as needed;
 - d. Coordinate all work between engineering, inspection and staking with contractors;
 - e. Provide centralized reporting to City for staff and City Council communication;
 - f. Prepare bid specifications, bid notices, bid letting, bid tabulation and contract preparation for City projects;
 - g. Review all plans submitted for new development in the City to ensure compliance with City policies, ordinances or codes;
 - h. Assist in creating maps;
 - i. Complete GIS mapping and updates on City platforms;
 - j. Attend City meetings as necessary. Regular attendance of City meetings will not be required unless otherwise agreed to in writing;
 - k. Document easements and right-of-ways, ensure proper measurements, forms and filing with Harper County, and coordinate with the Harper County Surveyor for completion;
 - l. Inspection assistance with the Code Enforcement Officer;

- m. Inspection services for construction on infrastructure improvements, including preparation of any forms or reports required by local, state or federal agencies relating to said improvements;
 - n. Make recommendations for future projects to meet the needs of the City;
 - o. Assist City with the tracking of costs related to infrastructure projects and approve all pay estimates and invoices;
 - p. Boundary, topographical surveying and construction staking services;
 - q. Plat review, including preliminary and final, drainage plans and reports, and planning documents for conformance with City policies, ordinances or code, state and federal requirements, as well as with generally accepted engineering practices and standards;
 - r. Assist City with development of grants or other funding applications;
 - s. Professional consultation on engineering related issues, including, but not limited to, research, data collection, and evaluation;
 - t. Assist with the development or review of environmental impact statements, floodplains, and environmental impact studies;
 - u. Review and recommend design details related to any new infrastructure construction;
 - v. Evaluate and make recommendations in regard to existing infrastructure;
 - w. Review and make recommendations for improvements to the City's zoning and subdivision code;
 - x. Assist with legal issues requiring a professional engineer stamp or certification, including, but not limited to, document review; and
 - y. Serve as a consultant or witness for City in any litigation, arbitration or other legal or administrative proceeding involving an engineering assignment.
3. Additional Services of Engineer.
- a. If authorized in writing by City and agreed to in writing by Engineer, Engineer shall furnish additional services of the types which are not referenced in Section 2 herein ("Additional Services").
4. Responsibilities of City. City shall, within a reasonable time, so as not to delay the services of Engineer:
- a. Provide full information as to City's requirements for engineering assignments;
 - b. Assist Engineer by placing at Engineer's disposal all available information pertinent to the assignment, including previous reports and any other data relative thereto;

- c. Examine and review any correspondence, reports, plans and specifications, and inform the Engineer regarding the City's decision thereto; and
 - d. Notify Engineer at least two (2) business days prior to any deadlines applicable to the Engineer, and of scheduled meetings or discussions.
- 5. Compensation. City shall pay Engineer for services rendered as follows. The Parties acknowledge and agree that without further authorization from the City, all services provided by Engineer during the term of this Agreement are subject to a not-to-exceed cap to be determined with each Task Order, which has been approved for the City's current budget year as administrative expenditures.
 - a. Hourly Labor Rates:
 - i. See Exhibit B which will be updated each year during the annual renewal.
 - b. Statements. Engineer shall prepare monthly statements for the City, displaying the costs for the services performed hereunder during the preceding month. City shall pay Engineer for said services within thirty (30) days of receipt of the monthly statement. In the event of a disputed or contested statement, only the portion so contested shall be withheld from payment. Notwithstanding the foregoing, the City shall not be responsible for charges from Engineer resulting from unauthorized work.
 - c. Non-Appropriation. Nothing in this Agreement is intended nor shall it be interpreted to violate, or require the City to violate K.S.A. 10-1101 *et seq.* Notwithstanding any provisions of this Agreement to the contrary, the City is only obligated to make payments pursuant to this Agreement from funds budgeted and appropriated for such purposes during the City's current budget year. All obligations under this Agreement are specifically subject to annual appropriation by the governing body of the City.
- 6. Term. This Agreement commences as of the Effective Date and will continue in effect until December 31, 2025 ("Term"). The City, at its option, may extend this Agreement on an annual basis upon thirty (30) days prior written notice to Engineer. Notwithstanding the foregoing, the Parties may terminate this Agreement for any reason, or for no reason, upon giving at least ten (10) days' prior written notice.
- 7. Professional Responsibility. Engineer shall exercise reasonable skill, care, and diligence in the performance of services herein and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. If the Engineer fails to meet the foregoing standard, Engineer will perform at its own cost, and without payment from City, the services necessary to correct errors and omissions which are caused by Engineer's failure to comply with the above standard.
- 8. Indemnification. Engineer, its subcontractor, agents, servants, officers or employees shall indemnify and hold the City harmless, including, but not limited to, the City's elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of Engineer during Engineer's performance of the Agreement or any other agreements of Engineer entered into by reason thereof. Engineer shall indemnify and defend the City, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of Engineer, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees.

9. Insurance. Engineer shall procure and maintain insurance for protection from claims under workers' compensation acts, claims of damage because of bodily injury including personal injury, sickness, or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.
10. Changes to Scope of Services. City shall have the right to make changes within the general scope of the Engineer's services, upon execution of a mutually acceptable amendment or change order, signed by the Parties.
11. Independent Contractor. It is understood and acknowledged that in providing the services herein, Engineer acts in the capacity of an independent contractor and not as an employee or agent of the City. Engineer shall control the conditions, time, details, and means by which Engineer performs the services. Engineer has no authority to commit, act for or on behalf of City, or to bind City to any obligation or liability.
12. No Third-Party Benefit. Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the City and Engineer, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and Engineer and not for the benefit of any other party.
13. Instruments of Service. Engineer hereby acknowledges that all right, title, and interest in and to all engineering services provided by Engineer for the City herein, including but not limited to, reports, plans, specifications, calculations, estimates, documents, and work product shall be the exclusive property of the City.
14. Notice. Any notice required under this Agreement will be in writing, addressed to the appropriate party at the following addresses:

City:

Attention: Cyndra Kastens, City Administrator
 City of Anthony, Kansas
 124 S Bluff, PO Box 504
 Anthony, Kansas 67003

Engineer:

Attention: Darin Neufeld
 Evans, Bierly, Hutchinson & Associates, P.A.
 500 E Main St
 Marion, Kansas 66861

15. Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.
16. Governing Law. This Agreement is to be governed by the laws of the State of Kansas.
17. Covenants. City and Engineer are hereby bound and the partners, successors, executors, administrators, and legal representatives of City and Engineer are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and other obligations of this Agreement.
18. Entire Agreement. This Agreement, including Exhibit A, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and

contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

ENGINEER

Evans, Bierly, Hutchison & Associates, P.A.

Vice President

CITY

City of Anthony, Kansas

Mayor

Attest:

City Clerk

Exhibit A
Task Order

This Task Order is entered into and authorized by City this __ day of _____, 202__, by and between the City of Anthony, Kansas (“City”) and Evans, Bierly, Hutchison & Associates, P.A. (“Engineer”). The Parties agree that Engineer shall perform the following engineering services in accordance with the terms of the Agreement for Engineering Services dated _____, 202__ (“Agreement”).

1. Scope of Services.

2. Compensation. The basis of compensation for the services performed by Engineer shall be the compensation rates set forth in Section 5 of the Agreement.

3. Other Terms. The terms of this Task Order supersede any contrary terms of the Agreement.

IN WITNESS WHEREOF, the parties have made and executed this TASK ORDER as of the day and year first above written.

ENGINEER

Evans, Bierly, Hutchison & Associates, P.A.

Vice President

CITY

City of Anthony, Kansas

Mayor

Attest:

City Clerk

Exhibit B

Evans, Bierly, Hutchison & Associates, P.A.

Engineering Rate Schedule for 2024

Hourly Rates:

Principal in Charge \$150.00/hour
Project Manager \$135.00/hour
Project Supervisor \$110.00/hour
Project Supervisor - Pilot \$550.00/hour
Design Engineer \$95.00/hour
Technician I \$75.00/hour
Technician II \$85.00/hour
Technician III \$95.00/hour
Surveyor I \$60.00/hour
Surveyor II \$85.00/hour
Surveyor III \$95.00/hour
Surveyor – 1 man crew \$165.00/hour
Surveyor – 2 man crew \$175.00/hour
Secretary \$60.00/hour

Expenses:

Mileage Gov. Rate + \$0.02/mile
Lodging at our cost
Direct Expenses at our cost
Meals \$40.00 per diem
 \$ 10.00-Breakfast
 \$ 14.00-Lunch
 \$ 16.00-Dinner