

CONTRACT FOR ENGINEERING SERVICES

for **INSTALL AWOS & REPLACE BEACON ANTHONY MUNICIPAL AIRPORT**

This Contract, made and executed in duplicate this _____ day of _____, 2022, by and between the **CITY OF ANTHONY, KANSAS**, hereinafter called **OWNER**, party of the first part, and **EVANS, BIERLY, HUTCHISON & ASSOCIATES, P. A.**, Consulting Engineers, Marion, Kansas, hereinafter called **ENGINEER**, party of the second part.

The Project includes the Installation of a new AWOS and Relocation/Replacement of the Beacon at the Anthony Municipal Airport, Anthony, Kansas.

WITNESSETH; THAT in consideration of the mutual covenants herein contained, the **OWNER** hereby agrees to employ the **ENGINEER** to perform Engineering Services herein outlined and to make payment for these services as set forth below.

SECTION 1 - ENGINEERING SERVICES:

1.1. DESIGN ENGINEERING SERVICES

- 1.1.1. Consult with Utility Companies and provide information to them regarding the proposed construction.
- 1.1.2. Conduct Field Design surveys for the Project. Surveys shall locate existing utilities, facilities, and structures on the airport property within 100' of the Project or a distance adequate to provide a sound engineering design, if required.
- 1.1.3. Assist the **OWNER** in the preparation and submission of all forms, documents, and reports to comply with all conditions of the Federal Aviation Administration (FAA) grant assurances.
- 1.1.4. Design and prepare working drawings and specifications for the project in accordance with the **OWNER's** Federal Aviation Administration (FAA) grant assurances and KDOT Aviation requirements.
- 1.1.5. Review Preliminary plans with the **OWNER**. Submit two sets of preliminary (30%) plans and specifications for FAA coordination and review. Include Engineer's Design Report to include Safety Plan/Requirements for Contractor Safety Plan, Detailed Cost Opinion and description of all modifications to FAA Standard Specifications.
- 1.1.6. Review final plans and specifications with **OWNER**. Submit two sets for FAA review and approval. Include Safety Plan/Requirements for Contractor Safety Plan, Updated Cost Opinion (if changes occur) and Construction Observation Program (COP).
- 1.1.7. Assist in advertising the project to contractors. Provide bid documents to those Contractors interested at cost. Attend the bid letting, prepare Engineer's Estimate, assist and advise the **OWNER** in opening bids, awarding construction contract and contract preparation. Furnish Tabulation of Bids to **OWNER** and KDOT Aviation.
- 1.1.8. Assist **OWNER** in preparing and submitting reimbursement documents to KDOT Aviation.

1.2 CONSTRUCTION ENGINEERING SERVICES

- 1.2.1 Conduct a preconstruction conference with the **OWNER** and contractor. Assist the **OWNER** in obtaining DBE participation information from Contractor, if required.
- 1.2.2 Review submittals by the construction contractors.
- 1.2.3 Define all Project areas in the field.

- 1.2.4 Provide Construction Staking to the project.
- 1.2.5 Complete all Field Testing services required to evaluate the project for acceptance in accordance with the Project Specifications.
- 1.2.6 Prepare change orders for approval by the **OWNER**.
- 1.2.7 Create, review and validate the contractor's monthly and final payment requests and forward payment requests to the **OWNER**.
- 1.2.8 **ENGINEER** will make periodic and final site inspections and will provide contract document interpretations.
- 1.2.9 Assist the **OWNER** with all Grant and reimbursement paperwork.
- 1.2.10 Perform or arrange for all gradation and other related testing.
- 1.2.11 Maintain daily log of construction site to include work and quantity completed, materials used and test results.
- 1.2.12 The **ENGINEER** will provide a full-time competent Resident Project Representative (RPR) and such assistant RPR's as may be required on the work. The RPR and assistants will observe the work while construction is in progress. Construction services are based on 30 calendar days. The RPR shall not have responsibility for the superintendence of construction site conditions, operation, equipment, or personnel other than employees of the **ENGINEER**. The RPR will maintain a daily log of construction activities. Written construction progress reports will be furnished to the **OWNER**. Such construction observation does not guarantee the work of the contractor nor provide any control over the contractor's work method. The presence or absence of a construction observer does not relieve the contractor of his responsibility to properly prosecute the work nor does it relieve the contractor of his responsibility to properly prosecute the work nor does it relieve the contractor of his responsibility for safety at the work site.
- 1.2.13 Perform post construction activities to fully document work performed on the Airfield, and compliance with FAA Design guidelines.
- 1.2.14 Provide two sets of as-constructed drawings of the completed project to the **OWNER** and one additional set for the FAA. As well as submit updated ALP set to the FAA, if required due to geometric change to pavement or change in pavement markings.

1.3 PROJECT CLOSEOUT

- 1.3.1 To comply with Federal Regulation 49 CFR Part 18, the **OWNER** must submit required close-out documentation within 90 days from the final acceptance and project completion.
- 1.3.2 The **ENGINEER** will complete the closeout documentation for the **OWNER** within the required timeframe. This timeframe will commence on the date the project is accepted from the contractor.

1.4 CHANGES IN SERVICES

- 1.4.1 The **OWNER** may request changes in the scope of the services of the **ENGINEER**. Such changes, including any increase or decrease in the amount of the **ENGINEER'S** compensation, which are mutually agreed upon by and between the **OWNER** and the **ENGINEER**, shall be incorporated in written amendments to this contract.

SECTION 2 - OWNER'S RESPONSIBILITIES

- 2.1 **OWNER** shall provide full information to **ENGINEER** concerning the PROJECT including all available plans, maps, plats, documents, grant conditions, other reports and correspondence, and the **OWNER's** recommendations.
- 2.2 **OWNER** shall examine and review the contract documents and inform **ENGINEER** regarding any decision thereto.
- 2.3 **OWNER** shall pay **ENGINEER** at monthly intervals for Engineering Services under this contract based on the actual work completed according to the following schedule:

- 2.3.1 For services under paragraphs 1.1
(Design Engineering)

The **OWNER** agrees to pay the **ENGINEER** a Fixed Lump Sum Payment of **\$ 25,000.00**. The actual costs were estimated in conformity with the cost principles established in the U.S. Department of Transportation, Federal Aviation Administration Advisory Circular No. 150/5100-14c, Part 4-5. This will be the total compensation for the scope of work outlined in this contract except by supplementary contract by the parties hereto with prior approval by the FAA.

- 2.3.2 For services under paragraphs 1.2
(Construction Engineering Services)

The **OWNER** agrees to pay the **ENGINEER** actual cost, plus a net fee for profit of **\$ 1,500.00**. The actual cost shall be incurred in conformity with the cost principles established in the U.S. Department of Transportation, Federal Aviation Administration Advisory Circular No. 150/5100-14c, Part 4-4. The maximum total compensation for Section 1.2, Construction Services, shall not exceed **\$ 20,500.00** except by supplementary contract by the parties hereto with prior approval by the FAA.

- 2.3.3 For services under paragraphs 1.3
(Project Closeout Services)

The **OWNER** agrees to pay the **ENGINEER** a Fixed Lump Sum Payment of **\$ 5,000.00**. The actual costs were estimated in conformity with the cost principles established in the U.S. Department of Transportation, Federal Aviation Administration Advisory Circular No. 150/5100-14c, Part 4-5. This will be the total compensation for the scope of work outlined in this contract except by supplementary contract by the parties hereto with prior approval by the FAA.

- 2.3.4 For services under paragraph 1.4. As set forth in the Contract for additional services.

SECTION 3 - THE PARTIES HERETO MUTUALLY AGREE:

- 3.1 The **ENGINEER** agrees to commence work in accordance with the terms of this contract within seven (7) calendar days from the date of notice to proceed.
- 3.2 The **ENGINEER** agrees to complete the preparation of construction drawings and specifications for the Project improvements and assist with the Bid Opening and award documentation to match the timelines for the corresponding FAA project at the airport in an effort to have both projects do not conflict during construction
- 3.3 This contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and cannot be assigned without written consent of the **OWNER**.
- 3.4 The right is reserved by the **OWNER** to terminate all or part of this Contract at any time upon written notice to the **ENGINEER**. Such notice shall be sent not less than ten (10) days written notice in advance of the effective date of such termination received by all parties to this Contract.

- 3.5 The **ENGINEER** may terminate this Contract, in the event of substantial failure of other parties to perform in accordance with the terms hereof, upon ten (10) days written notice in advance of the effective date of such termination received by all parties to this Contract.
- 3.6 In the event the Contract is terminated by the **OWNER** without fault on the part of the **ENGINEER**, the **ENGINEER** shall be paid for the work performed or services rendered under the payment section of this Contract.
- 3.7 In the event the services of the **ENGINEER** are terminated by the **OWNER** for fault including but not limited to: Unreasonable delays in performance; failure to respond to **OWNER** requests; and/or unsatisfactory performance on the part of the **ENGINEER**, the **ENGINEER** shall be paid the reasonable value of the services performed or rendered and delivered to the **OWNER** up to the time of termination. The value of the services performed, rendered and delivered will be determined by a Review Committee comprising of a maximum of two (2) representatives from each of the Contract parties. The **OWNER** and **ENGINEER** shall submit pertinent information to the Review Committee for resolution.
- 3.8 The **OWNER**, the Federal Aviation Administration, the Comptroller General of the United States, or any of the duly authorized representatives shall have access to any books, documents, papers, and records of **ENGINEERS** directly pertinent to a specific grant program, for the purpose of making audits, examinations, excerpts, and transcriptions. The **ENGINEER** shall maintain all required records for three (3) years after the **OWNER** makes final payment and all other pending matters are closed. These records must include construction diaries, official correspondence with the contractor, change orders, test data, weigh tickets, survey data, and all other basis for determining as constructed and pay quantities, notices-to-proceed, stop orders, and specifications compliance data.
- 3.9 In the event of the **ENGINEER'S** noncompliance, violation or breach of contract terms, the **OWNER** may impose such contract sanctions as the **OWNER** may determine to be appropriate, including, but not limited to,
- 3.8.1 Withholding of payments to the **ENGINEER** under the Contract until the **ENGINEER** complies, and/or
- 3.8.2 Cancellation, termination or suspension of the contract, in whole or in part.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on the date written above.

ENGINEER
EVANS, BIERLY, HUTCHISON
& ASSOCIATES, P. A.
Consulting Engineers
Marion, Kansas

By: _____
Vice-President

OWNER
CITY OF ANTHONY, KANSAS

By: _____
Mayor

Attest: _____
City Clerk

STANDARD TERMS AND CONDITIONS

EVANS, BIERLY, HUTCHISON & ASSOCIATES, P.A.

SECTION 1: Scope of Work

Evans, Bierly, Hutchison & Associates, P.A. (hereinafter referred to as **EBH**) shall perform the services defined in the contract for the stated fee arrangement. **Client** may request incidental or additional services not specified in the contract which change the Scope of Work and **EBH** will provide these additional services at the contract fee schedule rate; provided, that if such additional services are beyond the scope of the contract, the fee arrangement will be negotiated at the time such services are requested.

SECTION 2: Access to Site

Unless otherwise stated, **EBH** will have access to the site for activities necessary for the performance of the services. **EBH** will take reasonable precautions to minimize damages due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

SECTION 3: Standard of Care

Services provided by **EBH** under the contract will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. No other warranty, express or implied, is made or intended by the contract for services.

SECTION 4: Construction Methods and Job Site Safety

EBH will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, nor for safety precautions and programs in connection with the work.

SECTION 5: Certifications, Guarantees, and Warranties

EBH shall not be required to execute any document that would result in **EBH's** having to certify, guarantee, or warrant the existence of conditions whose existence **EBH** cannot ascertain.

ATTACHMENT 1

Evans, Bierly, Hutchison & Associates, P.A. 2021 Labor Rate Table

I. Hourly and Material Fees:

These rates and fees are subject to change on a semi-annual basis or as necessary due to changes in fuel prices and/or other economic conditions.				
Labor Rates:				
Principal	\$135.00/hour		Project Supervisor	\$100.00/hour
Project Engineer	\$125.00/hour		Project Supervisor – GPS	\$120.00/hour
Design Engineer	\$85.00/hour		Project Supervisor – Staking	\$135.00/hour
Engineering Technician II	\$75.00/hour		Survey II	\$85.00/hour
Engineering Technician I	\$65.00/hour		Survey II – GPS	\$105.00/hour
Secretary	\$45.00/hour		Survey II – Staking	\$120.00/hour
			Survey I	\$75.00/hour
			Survey I – GPS	\$95.00/hour
			Survey I – Staking	\$110.00/hour
Expenses:				
Mileage	Government rate + \$ 0.02/mile			
Meals	\$ 37.00/diem			
	\$ 10.00 – Breakfast			
	\$ 12.00 – Lunch			
	\$ 15.00 – Dinner			
Lodging	Cost			
Direct Expenses	Cost			
The survey crew rates include vehicles, electronic surveying equipment, global positioning units and associated equipment. The hourly rate is from portal to portal. Special monumentation required is billed at cost, supported by copies of materials invoice.				