

**CONTRACT FOR ENGINEERING SERVICES
FOR
JET A FUEL SYSTEM IMPROVEMENTS**

This **Contract**, made and executed this 4th day of November, **2025** by and between the **CITY OF ANTHONY, KANSAS** hereinafter called the **OWNER**, party of the first part, and **EVANS, BIERLY, HUTCHISON & ASSOCIATES, P.A., MARION, KANSAS**, hereinafter called the **ENGINEER**, party of the second part.

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

- Plan, Design and provide Construction Administration and Inspection for the JET A Fuel System Improvements at the Anthony Municipal Airports:

SECTION 1 ENGINEERING SERVICES

1.1 DESIGN SERVICES

- 1.1.1. Make a field design survey of the proposed improvements. Consult with Utility Companies and provide information to them regarding the proposed construction.
- 1.1.2. Field test existing materials for type, depth and soundness. Develop and present design recommendations to **OWNER**.
- 1.1.3. Prepare preliminary plans. Personally review the preliminary plans with the **OWNER**. Provide **OWNER** with the information to make informed decisions concerning all aspects of the project.
- 1.1.4. Conduct public meetings as warranted by the **OWNER** to address concerns and issues and present design and construction details.
- 1.1.5. Prepare final working drawings, specifications, and an Opinion of Probable Cost (OPC) for the improvements and submit them to the **OWNER** for review and approval. Furnish sets of plans as required.
- 1.1.7. Obtain the required construction approvals, environmental clearances and permits from all city, county, state and federal agencies prior to construction.
- 1.1.8. When the **OWNER** sets bid letting dates for the individual or packaged projects, the **ENGINEER** will assist the **OWNER** in advertising the Construction Work, assist the **OWNER** in receiving and evaluating bids, and assist the **OWNER** in processing the paperwork to award the construction contracts. All publication costs to be paid by the **OWNER**. **ENGINEER** will provide the bid documents to all interested contractors for cost.

1.2. CONSTRUCTION SERVICES

- 1.2.1. Make periodic site inspections and provide a Resident Project Representative (RPR) who will observe the work and materials while construction is in progress. 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 observation does not guarantee the work of the contractor nor provide any control over the contractor's work method. The presence or absence of the RPR does not relieve the contractor of the responsibility to properly prosecute the work, nor of the contractor's responsibility for safety at the work site.
- 1.2.2. Conduct pre-construction conference(s) with **OWNER** and Contractor.
- 1.2.3. Review equipment/shop drawings and other submittals by the construction contractor(s) within the timeframe indicated in the **Contract Documents**.
- 1.2.4. Prepare documentation for and submit any change orders for approval by **OWNER**.

- 1.2.5. Track contractor progress, materials, and schedule.
- 1.2.6. Conduct weekly progress meetings with the Contractor and **OWNER**.
- 1.2.7. Conduct public meetings as warranted by the **OWNER** to address concerns and issues and present construction details.
- 1.2.8. Attend a minimum of one commission meeting per month (or a number as determined by mutual agreement of the **OWNER** and **ENGINEER**) of the **OWNER** to present status of each of the projects.
- 1.2.9. Perform quality control testing as outlined in the specifications for this Work and report the findings to the **OWNER** within a timely manner that will allow for corrective action decisions if warranted.
- 1.2.10. Prepare contractor's monthly payment requests and forward payment requests to **OWNER**. **ENGINEER** will also prepare and submit to the **OWNER** the appropriate paperwork and forms to track the overall expenditures of all costs associated with the Work as set forth in this **Contract**.
- 1.2.11. Provide contract document interpretations.
- 1.2.12. Make final inspection of the completed project with the **OWNER** and Contractor.
- 1.2.13. Monitor Work for the duration of the One Year Warranty period and coordinate repairs with the contractor if they should arise.
- 1.2.14. Prepare "Record As-Constructed Drawings" and provide one set of prints to **OWNER**.
- 1.2.15. Prepare final cost report for the overall expenditures of the Work.

1.3. ADDITIONAL SERVICES

- 1.3.1. Any other Engineering Services relative to this project shall be ordered by the **OWNER** in writing prior to any work being done by the **ENGINEER**.

SECTION 2 OWNERS RESPONSIBILITIES

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

2.3.1 DESIGN SERVICES

The **OWNER** agrees to pay the **ENGINEER** a Lump Sum of \$ 15,000.00 for Design Services. There shall be no change to this amount except by supplementary contract by the parties hereto.

CONSTRUCTION SERVICES

The **OWNER** agrees to pay the **ENGINEER** on an hourly plus expenses rate (based on the table on Attachment 2) with a maximum total compensation not to exceed \$ 15,000.00 for Construction Engineering, Inspection and Testing Services.

- 2.3.2. For services under para. 1.3: As set forth in the agreement for a Change in Service

SECTION 3 MUTUAL CONSIDERATIONS

- 3.1 The **ENGINEER** has the duty to follow the generally accepted practices of this profession with no other guaranty or warranty. The attached Standard Terms and Conditions shall apply to this Contract.

- 3.2 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 of each subproject.
- 3.3 The **ENGINEER** agrees to complete the preparation of construction drawings and specifications for each of the Project improvements as defined by this Contract within a time determined by mutual agreement between the **OWNER** and **ENGINEER** for each subproject.
- 3.2 This Contract and all contracts entered into under the provision of this agreement shall be binding upon the parties hereto and their successors and assigns.

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

ENGINEER

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

BY  _____
Vice-President

OWNER

CITY OF ANTHONY, KANSAS

BY _____
Mayor

ATTEST:

City Clerk

Attachment 1
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: Dispute Resolution

Claims or disputes between **Client** and **EBH** arising during design, construction, or post-construction shall be submitted to non-binding mediation. **Client** and **EBH** agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

SECTION 4: Billings and Payments

Invoices for **EBH**'s services shall be submitted, at **EBH**'s option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. Payment shall not be contingent upon actions or participation of any party other than **Client**. In the event of a disputed or contested invoice, only the portion so contested shall be withheld from payment.

Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on past due amounts starting 60 days after the date of the invoice. Payments will first be credited to interest and then to principal. No interest will accrue on any reasonably contested portion of an invoice until mutually resolved. If **Client** fails to make payment in full within 60 days after the date of an undisputed invoice, **EBH** may, without waiving any claim or right against **Client** and without liability whatsoever to **Client**, terminate the performance of services. In the event any portion of an account remains unpaid 90 days after billing, **Client** shall pay all costs of collection, including reasonable attorney's fees.

SECTION 5: Ownership of Documents

All reports, plans, specifications, calculations, estimates, documents, and other work products, including all work products on electronic media, prepared by **EBH** as instruments of service shall remain the property of **EBH**. **Client** agrees to hold harmless, indemnify, and defend **EBH** against all damages, claims, and losses arising out of the reuse of or changes made to plans and specifications without the written authorization of **EBH**.

SECTION 6: 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 7: 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 8: 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.

SECTION 9: Termination of Services

Either **Client** or **EBH** may terminate the contract at any time with or without cause upon giving the other party 7 days prior written notice. In the event of termination, **Client** shall pay **EBH** for all services rendered and all reimbursable expenses up to the date of termination, plus reasonable termination expenses.

SECTION 10: Limitation of Liability

In recognition of the relative risks, rewards, and benefits of the project to both **Client** and **EBH**, the risks have been allocated such that **Client** agrees, to the fullest extent permitted by law, to limit **EBH**'s liability to **Client** and to all construction contractors and subcontractors on the project for any and all claims, losses, expenses, or damages arising out of the contract from any cause or causes, so that the total aggregate liability of **EBH** to all those named shall not exceed \$50,000 or **EBH**'s total fee for services rendered on the project, whichever is greater. Such causes include, but are not limited to **EBH**'s professional negligence, acts, errors, omissions, strict liability, breach of contract or warranty.

Attachment 2
Evans, Bierly, Hutchison & Associates, P.A.
Engineering Rate Schedule for 2025

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
Administrative Assistant	\$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