

**AGREEMENT FOR ENGINEERING DESIGN SERVICES**

**BETWEEN**

**THE CITY OF ARKANSAS CITY, KANSAS**

**AND**

**SMITH & OAKES, INC.**

**FOR**

**WEST KANSAS AVENUE WATER LINE IMPROVEMENTS**

**NOW EFFECTIVE ON THIS** \_\_\_\_\_ **day of** \_\_\_\_\_ **2025** **this Agreement**  
is made and entered into,

BY AND BETWEEN

**THE CITY OF  
ARKANSAS CITY,  
KANSAS**, a Municipal  
Corporation,

hereinafter referred to as  
"**OWNER**",

AND

**SMITH & OAKES, INC.**

hereinafter referred to as  
"**ENGINEER**".

WITNESSETH:

WHEREAS, the OWNER hereby contracts with the ENGINEER for  
services hereafter outlined for the "**WEST KANSAS AVENUE WATER LINE  
IMPROVEMENTS**", herein referred to as the PROJECT.

NOW THEREFORE, the parties hereto agree to be bound as follows:

**SECTION 1. GENERAL PROJECT DESCRIPTION**

The OWNER has requested that the ENGINEER provide engineering design and  
bidding services for the replacement of waterlines and appurtenances, as  
generally indicated on the attached sketch.

## **SECTION 2. SCOPE OF SERVICES**

### **I. Engineering Design Services:**

#### **A. Initial Activities:**

1. Attend a project start-up meeting with OWNER to discuss project goals, individual responsibilities, and obtain information available at that time.
2. Contact utility owners and obtain record as-built information.
3. Obtain record of ownerships, right-of-entry, and GIS information for use in depicting boundary information on base drawings.
4. Obtain right-of-way record information for use on base drawings.
5. Obtain topographic design survey of the project area.
6. Establish site control, set benchmarks, and establish ties to known section corners.

#### **B. Field Check Design:**

1. Prepare the base sheets to be used for the project drawings
2. Determine the new waterline alignment for each respective replacement section.
3. Develop construction sequencing plans to minimize water service interruption.
4. Review the alignment and design with respect to utility locations, topographic features, existing right-of-way, and property ownerships.
5. Prepare field check drawings and details.
6. Prepare draft project specifications.
7. Attend a Field Check review meeting with the OWNER.

#### **C. Final Design:**

1. Revise waterline alignments, drawings and details based upon comments received.
2. Revise project specifications based on comments received.
3. Attend office check meeting with OWNER.
4. Obtain all necessary local and state permits.
5. Submit plans to KDHE for approval.
6. Attend an Office Check review meeting with the OWNER.

### **SECTION 3. RESPONSIBILITY OF THE OWNER**

The OWNER agrees to provide the following pursuant to the ENGINEER accomplishing the Scope of Services outlined herein:

1. Provide access to the site.
2. Secure the necessary easements (permanent and temporary for construction) and all right-of-way acquisitions for the project, if necessary.
3. Furnish copies of all existing plans, drawings, maps, records, reports, files and any other information relevant to the PROJECT.

### **SECTION 4. TIME OF PERFORMANCE**

The ENGINEER shall commence work on the PROJECT within ten (10) days following receipt of an executed (signed and dated) Agreement from the OWNER and shall complete all work within sixty (60) days, thereafter.

### **SECTION 5. PAYMENT PROVISIONS**

For services performed under this Agreement the OWNER will reimburse the ENGINEER the following lump sum fees for the separate items of work.

TOPOGRAPHIC SURVEY	\$ 9,700
ENGINEERING DESIGN	\$ 17,600
<u>KDHE PERMITTING/SPECS</u>	<u>\$ 3,300</u>
TOTAL	\$ 30,600

### **SECTION 6. SUPPLEMENTAL SERVICES**

Any work requested by the OWNER that is not included in the Scope of Services will be classified as Supplemental Services. Supplemental Services shall include, but are not limited to, the following:

1. Changes in general scope, extent, or character of the project or its design, including but not limited to changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, or design documents when such revisions are required by changes in laws, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies/reports/documents or designs or due to any other causes beyond the ENGINEER's control.
2. Geotechnical investigations or soil analysis.
3. Tract maps or legal descriptions for potential utility easements.
3. Construction Staking, Construction Administration, or Construction Inspection services.

## **SECTION 7. OTHER MATTERS**

Any action or claims arising out of or related to this Agreement or the project that is the subject of this Agreement shall be governed by Kansas law. Good faith negotiation and mediation are express conditions precedent to the filing of any legal action. Mediation shall be conducted in accordance with the latest edition of the Construction Mediation Rules of the American Arbitration Association.

The OWNER or ENGINEER shall not assign, transfer, or sublet any rights, duties, or interests accruing from the Agreement without the prior written consent from the other party. This Agreement shall be binding upon both, the OWNER and ENGINEER, their respective successors and assigns.

This Agreement and attachments hereto comprise the entire agreement between the OWNER and ENGINEER. The Agreement may be altered only by Supplemental Agreement.

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

**OWNER: CITY OF ARKANSAS CITY, KANSAS**

BY: \_\_\_\_\_  
Chad Beeson, Mayor

ATTEST:

\_\_\_\_\_  
Tiffany Parsons, City Clerk

**ENGINEER: SMITH & OAKES, INC.**

BY: \_\_\_\_\_  
Chris Meinen, President