

AGREEMENT FOR ENGINEERING DESIGN SERVICES

BETWEEN

THE CITY OF ARKANSAS CITY, KANSAS

AND

SMITH & OAKES, INC.

FOR

**SANITARY SEWER EXTENSION
SERVING
KLANDS VENTURE TRUCK STOP DEVELOPMENT**

NOW EFFECTIVE ON THIS ____ day of _____ **2023**, 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 "**SANITARY SEWER EXTENSION SERVING KLANDS VENTURE TRUCK STOP DEVELOPMENT**", 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, bidding, and construction phase services for *Sanitary Sewer Improvements* within the area generally indicated on the attached map (Exhibit A).

SECTION 2. SCOPE OF 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. Develop construction sequencing plans.
3. Review the alignment and design with respect to utility locations, topographic features, existing right-of-way, and property ownerships.
4. Prepare field check drawings and details.
5. Prepare draft project specifications.
6. Attend a Field Check review meeting with the OWNER.
7. Develop a preliminary cost estimate.

C. Office Check Design:

1. Revise 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. Attend an Office Check review meeting with the OWNER.
6. Revise and update the cost estimate.

D. Bid Documents and Bidding Services:

1. Prepare final revisions to drawings and bid documents.
2. Provide final Engineer's estimate of probable costs.
3. Prepare one (1) bid package for all prospective bidders.
4. Prepare any Addenda to plans and specifications, if necessary.
5. Assist the OWNER at the bid opening.
6. Review bids and provide a recommendation to OWNER.

E. Construction Administration Activities:

1. Schedule and conduct a Pre-Construction Conference, coordination meetings, and the final inspection for the project.
2. Review material submittals.
3. Prepare any necessary change orders.
4. Review Contractor pay requests.
5. Answer questions / resolve conflicts during construction.
6. Conduct periodic site visits to the construction site.

F. Construction Inspection Activities:

1. Provide a resident project representative to conduct on-site observations of the work in progress, as needed.
2. Verify and observe all testing requirements.
3. Maintain a diary or log book containing orderly records of correspondence, shop drawings, change orders, field orders, progress reports and other project related documents.
4. Report to the ENGINEER to assist in determining if the work is proceeding in accordance with the Contract Documents.
5. Collect, identify, label, and record all concrete material test specimens, then deliver to a certified laboratory and receive the test results in accordance with the Contract Documents.

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.
4. Permit fees.

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 design phase work within 45 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 Engineering Design, Bidding, and Construction Administration items of work. Compensation for Inspection Services shall be not-to-exceed the value shown below. Inspection fees are based on 5 day work weeks at 8 hours per day, as needed.

ENGINEERING DESIGN/SURVEY	\$ 20,900
BIDDING SERVICES	\$ 1,100
PERMITTING (RAILROAD R/W)	\$ 1,500
RIGHT-OF-WAY TRACT MAPS (4)	\$ 1,800
CONSTRUCTION ADMINISTRATION	\$ 2,700
<u>INSPECTION SERVICES</u>	<u>\$ 17,900</u>
TOTAL	\$ 45,900

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. Materials testing laboratory services.
4. Tract map & legal description preparation for potential utility easements.

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: _____
Diana Spielman, Mayor

ATTEST:

Lesley Shook, City Clerk

ENGINEER: SMITH & OAKES, INC.

BY: _____
Chris Meinen, President