

**AGREEMENT FOR
FEDERAL-AID CONSTRUCTION ENGINEERING
INSPECTION SERVICES BY CONSULTANT
(COST PLUS NET FEE CE AGREEMENT)**

CMS CONTRACT NO. _____

**PROJECT NO. 87 N-0806-01
CRP-N080(601)
CITY OF BEL AIRE, KANSAS**

THIS AGREEMENT, effective the date it is signed by the Secretary or the Secretary's designee, is by and between **City of Bel Aire , Kansas ("LPA"** or "**Local Public Authority**") , as principal, and **Sedgwick County ("Consultant")**, and the Secretary of Transportation of the State of Kansas acting by and through the **Kansas Department of Transportation (KDOT) ("Secretary")**. The LPA, the Consultant, and the Secretary are collectively referred to as the "Parties."

RECITALS

- A. The Secretary and the LPA previously executed an agreement (Agreement No. 842-24) related to this Project dated July 10, 2025, which is incorporated by this reference as if set out in its entirety herein including, but not limited to, any funding maximums established by the Secretary for the Project in its entirety. The final design Plans and specifications for said Project are available in the KDOT Headquarters in Topeka.
- B. The Federal Government through its Department of Transportation (USDOT) and the Federal Highway Administration (FHWA), pursuant to Title 23, U.S. Code, has established a program of Federal-Aid to the states designated as the Federal-Aid Program, with a general purpose to increase the safety and capacity of roads in the United States.
- C. The LPA desires to accomplish this Federal-Aid project, with the aid of funds provided under Federal-Aid highway programs and the rules and regulations promulgated by the USDOT.
- D. The LPA does not have sufficient qualified engineering employees to accomplish the Construction Engineering Inspection Services on this Project within a reasonable time and the LPA deems it necessary to engage the professional services and assistance of a qualified consulting engineering firm to do the necessary Construction Engineering.
- E. The Consultant represents it is in full compliance with the statutes of the State of Kansas for registration of professional engineers and all personnel to be assigned to perform the Construction Engineering Inspection Services required under this Agreement are fully qualified to perform the Construction Engineering Inspection Services in a competent and professional manner.

- F. The Consultant has indicated it desires to perform the Construction Engineering Inspection Services set forth in this Agreement upon the terms and conditions set forth below.
- G. The LPA, Consultant, and the Secretary desire to set forth in this Agreement their understanding and agreements relating to the Construction Engineering and allocation of costs for the Project.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I

A. DEFINITIONS

1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. **“Construction Contract”** means the written agreement between the Secretary and a Contractor, requiring the Contractor to construct or reconstruct a portion of the LPA's roadway system. The Construction Contract includes the invitation for bids, the notice to contractors, the proposal, the contract form, the contract bond, the Standard Specifications, the Special Provisions, the Project Special Provisions, the Plans, the drawings, the Notice to Proceed, the change orders, and the supplemental agreements made after the Secretary awards the Construction Contract.
3. **“Construction Engineering” or “(CE)” or “Construction Engineering Inspection Services” or “Services”** means the services necessary to inspect and monitor the construction of the Project as detailed here in this Agreement and in **Specific Construction Provisions Attachment**.
4. **“Consultant”** means Sedgwick County, with its place of business located at 1144 S Seneca Street, Wichita, KS 67213, and its authorized employees who will be performing the work required under this Agreement.
5. **“Contract Documents” or “Documents”** means the Standard Specifications, the Construction Contract, the Special Provisions, the Project Special Provisions, and the Plans.
6. **“Contractor”** means the individual, partnership, joint ventures, corporation, or agency undertaking the performance of the work designated under the terms of the Construction Contract.
7. **“District Construction Engineer”** means the KDOT District Construction Engineer who will perform KDOT's administrative functions on this Project.

8. **“FHWA”** means the Federal Highway Administration, a federal agency of the United States.
9. **“Field Engineer”** means the KDOT Metro Engineer, the KDOT Field Engineering Administrator, the KDOT Area Engineer, the KDOT Construction Engineer, or Construction Manager.
10. **“KDOT”** means the Kansas Department of Transportation and its authorized representatives. KDOT shall mean the Secretary of the Kansas Department of Transportation or the Secretary.
11. **“Local Public Authority” or “(LPA)”** means the City of Bel Aire, Kansas, and its authorized employees with its place of business located at 7651 E Central Park Avenue, Bel Aire, KS 67226.
12. **“Manuals”** means the current version of each of the following manuals: Construction Manual, the Form Manual, the CMS Procedures Manual, the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the Secretary, and all other documents KDOT requires for constructing or reconstructing projects, and all other documents KDOT requires for inspecting and monitoring projects.
13. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf, and on behalf of the FHWA, reasonably determines are not Participating Costs.
14. **“Notice to Proceed”** means a written notice from KDOT authorizing the LPA to begin performance of Services.
15. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.
16. **“Plans”** mean the final design plans, profiles, typical cross sections, working drawings and supplemental drawings, or exact reproductions thereof, which show the location, character, dimensions, and details of the work to be done by the Contractor.
17. **“Project”** means **Project No. 87 N-0806-01, consisting of one (1) mile of construction of a 10-foot-wide multi-use path on E 53rd Street from N Oliver Street to N Woodlawn Boulevard in Bel Aire, Kansas**, and for which the LPA needs Construction Engineering Inspection Services.
18. **“Project Special Provisions”** means the documents that modify the Standard Specifications for a particular Project.
19. **“Secretary”** means the Secretary of Transportation of the State of Kansas and the Secretary’s successors and assigns.

20. **“Special Provisions”** means the documents that modify the Standard Specifications for all Projects.
21. **“Standard Specifications”** means the current English edition of the KDOT Standard Specifications for State Road and Bridge Construction.

B. RESPONSIBILITIES OF THE CONSULTANT, LPA, AND SECRETARY

1. The Consultant shall perform the Construction Engineering Inspection Services necessary and incidental to the accomplishment of this Project to the satisfaction of KDOT, and as more fully detailed in the **Specific Construction Provisions Attachment**.
2. The Consultant shall furnish the Services, labor, materials, equipment, supplies, and incidentals, other than those hereinafter designated to be furnished by KDOT, necessary to conduct and complete the Services.
3. The Consultant agrees to provide the Services that shall be performed under this Agreement in accordance with the rules and guidelines developed for KDOT’s program for the Services and in accordance with the current edition of the Standard Specifications, Project Special Provisions, and Special Provisions. Further, the Consultant agrees Services shall be subject to review by KDOT at all times.
4. The Consultant will require all personnel comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel, as a minimum, while inspection is being performed.
5. The Consultant and/or LPA's principal contact with KDOT shall be with the Field Engineer in the construction field office.
6. The Consultant agrees the Services performed under this Agreement shall comply with all applicable federal and state laws and regulations.
7. The FHWA shall have the right to participate in all conferences and reviews.
8. The Consultant agrees compliance with all of the foregoing shall be considered to be within the purview of this Agreement and shall not constitute a basis for additional or extra compensation.
9. The District Construction Engineer will delegate a construction office to this Project where a KDOT Construction Engineer or Construction Manager will be assigned to determine compliance with applicable federal and state requirements of the Services.
10. The Consultant will designate a Project Engineer/Project Manager and other inspection personnel who are certified by KDOT in the appropriate classification to inspect all work performed and materials furnished. The Consultant may designate a Chief Inspector who

will perform the duties and have the responsibilities of the Project Engineer/Project Manager. The Project Engineer/Project Manager is not authorized to alter, waive, or issue instructions contrary to the provisions of the Contract Documents. The Project Engineer/Project Manager is not to act as foreman for the Contractor; however, the Project Engineer/Project Manager shall have the authority to reject work or materials until any questions at issue can be referred to and be decided by the Field Engineer.

11. The Project Engineer/Project Manager shall serve as the field supervisor of all Consultant personnel and Services performed under this Agreement, and to act as liaison between the Consultant and KDOT.
12. The Project Engineer/Project Manager shall transmit all reports and paperwork to communicate and coordinate with the Field Engineer.
13. Instructions issued by the Field Engineer will be transmitted through Project Engineer/Project Manager to the Contractor. If, in the absence of the Project Engineer/Project Manager, a matter needs prompt attention the Field Engineer will give the instructions to the Contractor and then notify the Project Engineer/Project Manager.
14. In the event of a controversy, the Project Engineer/Project Manager shall confer with the Field Engineer to determine a course of action.
15. In the event the Field Engineer and the Project Engineer/Project Manager cannot agree, the Field Engineer will promptly contact the District Construction Engineer of KDOT who will determine the course of action. If no solution is reached, the Secretary may make a determination on the matter which shall be binding on all Parties.
16. If financial assistance provided under this Agreement exceeds \$25,000.00, this Agreement is a covered transaction for purposes of 2 C.F.R. Part 180. By signature on this Agreement, the Consultant verifies that neither it nor its principals, [as defined by 2 C.F.R. Parts 180 and 1200] is presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any Federal department or agency. If the Consultant should be unable to certify to the statements in this certification, the Consultant shall attach an explanation to this submitted Agreement. A **Certification as to Current History Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgments Attachment** will be attached to and made a part of this Agreement. 2 C.F.R. § 200.213.
17. The Consultant and the LPA agree to maintain current registrations in the System for Award Management (<http://www.sam.gov>) at all times during which it has active federal awards.

C. COORDINATION AND COOPERATION

The Consultant shall cooperate fully with KDOT, LPA, local agencies, state agencies, federal agencies, the general public, utilities, railroad companies, private consultants, businesses, and

Contractors in the Consultant's performance of services under this Agreement. Such cooperation may include the Consultant's attendance at conferences. The Consultant recognizes that its actions or inactions may adversely impact or affect KDOT as well as other third parties, including but not limited to, other consultants in plan development, any Contractor on the Project, public and private utilities, public and landowners, private landowners, and others. The Consultant shall do, or require to be done, all things reasonably necessary to: (a) avoid or mitigate unavoidable delays, costs, losses or damages which may arise out of, be caused by, or attributed to the Consultant's actions or inactions in performance of Services under this Agreement; and (b) effectively coordinate with KDOT and third parties so as to enable KDOT to implement the Project in a timely and cost-effective manner.

D. MEETINGS AND CONFERENCES

1. Conferences as may be necessary for the Services under this Agreement shall be scheduled between the Consultant, the LPA, and KDOT. These conferences may include an onsite review of the Project.
2. Conferences may be held upon the request of the Consultant, the LPA, KDOT, or the FHWA.

ARTICLE II

A. GENERAL

1. Written authority to proceed with the Services on any construction Project under this Agreement will be given to the Consultant by KDOT acting as the LPA's agent to the Consultant. Neither the LPA nor KDOT will be responsible for any Services performed by the Consultant prior to such authorization or liable for payment therefore.
2. Services performed under this Agreement will commence with attendance at a formal Construction Conference by the Consultant, the LPA, and KDOT, unless otherwise stated elsewhere in this Agreement or at the direction of the Field Engineer during an informal Construction Conference. Attendees at a formal Construction Conference shall include representatives of the LPA, KDOT's Field Engineer, and the Consultant's Project Engineer/Project Manager, and such other representatives as may be designated by each party to this Agreement. KDOT's Field Engineer will notify the LPA and the Consultant of the location, date, and time and will make necessary arrangements for the conference. Topics for discussion shall include scope of the Contractor's construction operations and anticipated schedule, review of necessary staffing by the Consultant, lines of communication and authority, equipment needs, standard practices of KDOT, and related subjects.
3. The Consultant shall attend the formal Construction Conference held between KDOT, the Contractor, and the involved utilities and agencies, unless otherwise stated elsewhere in this Agreement.

4. The Consultant shall have KDOT Certified Inspector(s) of the appropriate classification on this Project or plant site at all times when work which requires inspection is being performed. The inability of the Consultant to provide appropriate certified inspectors for this Project may, at the Secretary's discretion, give cause for termination of this Agreement by the Secretary.
5. This Agreement shall be considered completed upon notice of written release from KDOT unless previously terminated as provided in Article II, Section C.
6. Should KDOT deem it necessary for the Consultant to render additional Services for review of agreement items, conditions, claims, or litigation matters after completion of this Agreement, the Consultant agrees to cooperate and render requested Services.
7. A Close-Out Conference may be held upon completion of this Agreement to evaluate the performance of the Consultant. Attendees shall include the Field Engineer and Consultant's Project Engineer/Project Manager and such other representatives as may be designated by each party to this Agreement. KDOT will notify the Consultant of the location, date, and time and will make necessary arrangements for the conference. The evaluation shall consider the quality of the Consultant's work, adequacy of staffing, extent of corrections, cooperation, and related subjects.

B. DELAYS AND EXTENSIONS

Delays caused through no fault of the Consultant may be cause for extension of time in completion of the work. Time extensions may be granted by KDOT upon reasonable claim and justification by the Consultant and, when necessary, upon approval by the FHWA. Granted time extensions may also be cause for consideration of adjustments in payment where approved by KDOT in a supplemental agreement.

C. TERMINATION OF AGREEMENTS

1. KDOT reserves the right to terminate all or part of this Agreement at any time upon written notice to the Consultant. Such notice shall be sent not less than ten (10) days in advance of the termination date stated in the notice. In the event this Agreement is terminated by KDOT without fault on the part of the Consultant, the Consultant shall be paid for the work performed or Construction Engineering Inspection Services rendered under Article III, Basis of Payment of this Agreement.
2. The Consultant may terminate this Agreement, in the event of substantial failure of other Parties to perform in accordance with the terms of this Agreement, and upon ten (10) days written notice in advance of the effective date of such termination received by all Parties to this Agreement.
3. In the event the Services of the Consultant are terminated by KDOT for fault, including, but not limited to, unreasonable delays in performance, failure to respond to KDOT requests, and/or unsatisfactory performance on the part of the Consultant, the Consultant

shall be paid the reasonable value of the Services performed or rendered and delivered to KDOT up to the time of termination. The value of the Services performed and rendered will be determined by KDOT. In the case of any dispute, as to payment arising under this Agreement, pertinent information will be submitted to a Review Committee for resolution. The Review Committee will be comprised of a maximum of two (2) representatives from each of the Parties.

4. In the event of the death of any member or partner of the Consultant's firm, the surviving members shall complete the Services, unless otherwise mutually agreed upon by the LPA, KDOT, and the survivors, in which case the Consultant shall be paid as set forth in Article III, Basis of Payment.

D. SUBLETTING OR ASSIGNMENT OF AGREEMENT

1. The Consultant shall not sublet or assign all or any part of the Services under this Agreement without the prior written approval of KDOT. Consent by KDOT to assign, sublet, or otherwise dispose of any portion of this Agreement shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this Agreement.
2. All the applicable terms and all attachments of this Agreement shall be a part of the assignment and remain in force and are a condition to any Services approved to be sublet or assigned by KDOT.

ARTICLE III

A. BASIS OF PAYMENT

1. The table below reflects the funding commitments of each Party under this Agreement. The Parties agree costs and contributions are estimates to be used for encumbrance purposes and may be subject to change.

Party	Responsibility
Secretary	80% of Participating Costs of Construction Engineering (CE) up to the upper compensation limit of \$37,551.07
LPA	20% of Participating Costs of CE until Secretary's funding limit is reached 100% of Participating Costs of CE after Secretary's funding limit is reached 100% of Non-Participating Construction Engineering Costs

2. The Consultant will be paid as set forth in the **Specific Construction Provisions Attachment**. Payment shall be full compensation for Services performed or rendered and for all labor, material, supplies, equipment, and incidentals necessary to complete the work. The Consultant agrees to provide the LPA with a status of expenditures by sending

the LPA a copy of each voucher submitted to KDOT for payment. The LPA copy shall be marked "For Information Only."

3. The Consultant will be paid for extra work, if any, at the compensation set forth in an approved supplement to this Agreement covering such work. The extra work will be paid for separately and in addition to the foregoing amount listed in the **Specific Construction Provisions Attachment**.
4. The Consultant shall submit its current indirect (overhead) cost rate as soon as possible but in no event later than six (6) months after the Consultant's fiscal year ends. The Consultant's indirect (overhead) cost rate is established pursuant to 23 CFR 172.11(b)(1). The Secretary may audit the Consultant's overhead rate yearly. The Secretary may require the Consultant to provide certified financial statements or other documents substantiating the Consultant's overhead rates. If the overhead rate increases or decreases, then the Secretary may adjust previous payments to reflect the actual overhead rate for the relevant fiscal year.
5. Should this Agreement contain more than one (1) construction Project, any and all invoices and the final statement shall itemize charges by individual Projects.
6. Final payment of any balance due the Consultant of the ultimate gross amount earned will be made promptly upon its verification by KDOT, upon completion of the work under this Agreement and its acceptance by KDOT, and upon receipt of the survey notes, records, reports, final estimates, record drawings, Manuals, Contract Documents, guides, and other Documents required to be returned or to be furnished under this Agreement.
7. The terms governing compensation contained in this Agreement are to be read together with all applicable attachments, either attached hereto or incorporated by reference, including but not limited to the **Specific Construction Provisions Attachment**. Any terms found to be in conflict shall be resolved by the Secretary.

ARTICLE IV

A. AUDIT

1. Audit Requirements for Federal Awards. All local governmental units, state agencies or instrumentalities, non-profit Organizations, institutions of higher education, and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (commonly known as the "Supercircular"). The Audit Standards set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," and specifically the requirements in Subpart F, 2 C.F.R. § 200.500, *et seq.* require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. § 200.500, *et seq.*

2. Agency Audit. If the Audit Standards set forth in 2 C.F.R. Part 200 do not apply, the Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the LPA and the Consultant will participate and cooperate in the audit and shall make their records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If the audit reveals payments have been made with federal funds by the LPA for items considered Non-Participating Costs, the LPA shall promptly reimburse the Secretary for such items upon notification by the Secretary.

B. GENERAL

1. Written orders regarding the Services to be performed will be given by KDOT. Orders that do not change the scope of Services in this Agreement but increase or decrease the quantity of labor or materials or the expense of the Services shall not annul or void this Agreement.
2. The Consultant must proceed with the Services as directed by furnishing the necessary labor, equipment, materials, and professional Services to complete the Services within the time limits specified in schedules or as adjusted by agreement of the Parties.
3. If in the Consultant's opinion such work orders involve Services not included in the terms or scope of this Agreement, the Consultant must notify KDOT in writing of this opinion if extra compensation is desired, along with a copy to the LPA.
4. If in the Consultant's opinion such work orders would require the discarding or redoing of Services which was based upon earlier direction or approvals, the Consultant must notify KDOT in writing of this opinion, and that extra compensation is desired, along with a copy to the LPA.
5. Such notification by the Consultant to KDOT shall include the justification for extra compensation and the estimated amount of additional fee requested.
6. KDOT will review the Consultant's submittal for extra compensation and, if acceptable, a supplement to this Agreement will be executed. The Consultant shall only proceed with the Services for extra work upon prior written authorization by KDOT, which will be followed up with the execution of the supplemental agreement.

ARTICLE V

A. CONSTRUCTION ENGINEERING INSPECTION STANDARDS

1. The Consultant agrees all Services performed under this Agreement shall be done in accordance with the current rules and guidelines developed for the current KDOT Construction Engineering Inspection Services and in accordance with the current version

of the Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions with the rules and regulations of the Federal Highway Administration pertaining thereto.

2. The Consultant agrees no variations in the Construction Engineering Inspection Standards will be permitted except by written concurrence from KDOT to the Consultant.

B. REVISION OF SPECIFICATIONS AND PLANS

1. KDOT may, by written notice and without invalidating this Agreement, make changes in the Construction Contract, the Standard Specifications, the Special Provisions, the Project Special Provisions, and the Plans resulting in the revision or abandonment of Services already performed by the Consultant or resulting in work by the Consultant not contemplated in this Agreement.
2. Claims by the Consultant for compensation for Services resulting from such revisions shall be submitted and processed in accordance with Article IV of this Agreement.

C. OWNERSHIP OF DOCUMENTS

1. All data provided to the Consultant by KDOT is the sole property of KDOT and is intended for use on this Project only. Any data provided shall not be disclosed to anyone outside the Consultants firm without the express, written permission of KDOT. Upon completion or termination of this Agreement all Manuals, Contract Documents, guides, written instructions, unused forms and record-keeping books, and other written data and information furnished to the Consultant by KDOT for the performance of this Agreement, and all survey notes, diaries, reports, records, and other information and data collected or prepared by the Consultant in the performance of this Agreement shall be properly arranged and delivered to KDOT, and shall become the property of KDOT.
2. All documents prepared by the Consultant pursuant to this Agreement are instruments of service in respect of this Project. They are not intended or represented to be suitable for reuse by the Secretary or others on extensions of this Project or on any other project.

D. CERTIFICATION AGAINST CONTINGENT FEES

1. The Consultant warrants they have not employed or retained any firm or person, other than a bonafide employee working solely for the Consultant to secure this Agreement, and they have not paid or agreed to pay any company or person, any fee, commission, percentage, brokerage fees, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. See **Certification Against Contingent Fees Attachment**.
2. For breach or violation of this warranty, KDOT, in consultation with the LPA, shall have the right to annul this Agreement without liability.

E. AGREEMENT ITEMS

The Consultant and KDOT understand and agree the Construction Contract, the Standard Specifications, the Special Provisions, the Project Special Provisions, and the Plans, as available, and the Agreement estimate, and other attachments as listed in the Index of Attachments are all essential documents of this Agreement and are hereby incorporated by reference into this Agreement and are a part thereof.

F. ACCESS TO RECORDS

1. The Consultant and any subcontractors to the Consultant agree to maintain for inspection and audit by the LPA, KDOT, and the FHWA all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Agreement and to make such materials available at their respective offices at all reasonable times during the life of this Agreement and for three (3) years from the date of the final federal payment to KDOT under this Agreement, and to furnish copies, if requested.
2. If more than a nominal number of copies are requested, the additional copies shall be furnished at the expense of the requesting agency.
3. The Consultant will maintain these materials at the Consultant's offices noted in the **Specific Construction Provisions Attachment**.

G. LEGAL RELATIONS

1. The Consultant shall become familiar with, and shall at all times observe and comply with, all applicable federal, state, and local laws, ordinances, and regulations.
2. The Consultant shall be responsible for any and all damages to property or persons arising out of an error, omission, and/or negligent act in the Consultant's performance of Services under this Agreement.
3. The Consultant shall have the sole responsibility for accuracy and adequacy of the Services for the Project. Any review by KDOT of the Services is not intended to and shall not be construed to be an undertaking of the Consultant's duty to provide Services for the Project. Any such oversight or review by KDOT is not done for the benefit of the Consultant, Construction Contractor, the LPA or other political subdivisions, or the traveling public. KDOT makes no representation, or express or implied warranty to any person or entity concerning the adequacy or accuracy of the Consultant's Services or any other work performed by the Consultant or the LPA.
4. The Parties agree no third-party beneficiaries are intended to be created by this Agreement, nor do the Parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

H. WORKERS' COMPENSATION AND OTHER EMPLOYEE PROVISIONS

The Consultant will accept full responsibility for payment of Unemployment Insurance, Workers' Compensation, and Social Security as well as income tax deductions and any other taxes or payroll deductions required by state and federal law for the Consultant's employees engaged in work authorized by this Agreement.

I. NEGLIGENT ACTS, ERRORS, OR OMISSIONS

1. The Consultant shall be responsible for the accuracy of the work performed by the Consultant under this Agreement and shall promptly make necessary revisions or corrections resulting from their negligent acts, errors, or omissions without additional compensation.
2. The Consultant shall give immediate attention to these revisions or corrections to prevent or minimize delay to the Contractor.
3. The Consultant shall be responsible for any damages incurred as a result of their negligent acts, errors, or omissions and for any losses or costs to repair or remedy construction.

J. CONFLICT OF INTEREST

1. The Consultant warrants they have no public or private interest and shall not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the work under this Agreement. Specifically, the Consultant is prohibited from performing contractor construction staking or any other work that is the construction Contractor's responsibility on this Project.
2. The Consultant will not, without written permission from KDOT, engage the services of any person(s) in the employment of KDOT for any work required by the terms of this Agreement.

K. CONTRACTUAL PROVISIONS ATTACHMENT

The provisions found in the current version of **Contractual Provisions Attachment (DA-146a)**, which is attached, are hereby incorporated into and made a part of this Agreement.

L. HOLD HARMLESS CLAUSE

1. To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the Consultant hereby expressly agrees to indemnify, hold harmless and save the LPA, the LPA's authorized representatives, the Secretary, and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, and damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Consultant, its agents, employees, or subcontractors which may result from negligent

acts, errors, or omissions from the Consultant's operation in connection with the Construction Engineering Inspection Services to be performed hereunder.

2. To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the LPA hereby expressly agrees to indemnify, hold harmless and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, and damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the LPA, its agents, employees, or subcontractors which may result from negligent acts, errors, or omissions from the LPA's operation in connection with the Services to be performed hereunder.

M. CORRELATION, INTERPRETATION, AND INTENT OF THE AGREEMENT

The correlation, interpretation, and intent of the Agreement Documents, including the Agreements and Attachments thereto, shall be as follows:

1. The Agreement, the Notice to Proceed, and all supplemental agreements shall be defined as the Agreement Documents.
2. The Agreement Documents comprise the entire Agreement between the Secretary, the Consultant, and the LPA. They may be altered only by supplemental agreement.
3. The Agreement Documents are complimentary; that is, what is called for by one is binding as if called for by all. If the Consultant or the LPA finds a conflict, error, or discrepancy in the Contract Documents, the Consultant, or the LPA will call it to the Secretary's attention before proceeding with the work affected thereby. In resolving such conflicts, errors, and discrepancies, the Documents shall be given precedence in the following order: Supplemental Agreement, Agreement, and Notice to Proceed.

N. BINDING AGREEMENT

It is further understood this Agreement and all other agreements entered into under the provisions of this Agreement shall be binding upon the Parties to this Agreement and their successors in office.

O. BUY AMERICA COMPLIANCE

The Parties agree to comply with the Buy America requirements of 23 C.F.R. § 635.410, as applicable, when purchasing items using Federal funds under this Agreement. Buy America requires the Parties to purchase only steel and iron produced in the United States unless a waiver has been granted by FHWA or the product is subject to a general waiver. Costs for applicable materials which are not certified either compliant or under waiver will not be reimbursed. Buy America requirements apply to all contractors/subcontractors and should be incorporated through appropriate contract provisions as needed.

P. PROHIBITED USE OF CERTAIN TECHNOLOGIES

All Parties agree that they will comply with 2 C.F.R. §§ 200.216 and 200.471 regulations. Such regulations provide that recipients and sub-recipients of federal funds are prohibited from obligating or expending loan or grant funds, if any, to 1) procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) enter into a contract to procure or obtain telecommunication or video surveillance equipment, services, or systems produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); and Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Any expenditures for such telecommunication or video surveillance equipment, services or systems are unallowable costs and will not be reimbursed.

Q. CERTIFICATION AGAINST FEDERAL LOBBYING

If the total value of this agreement exceeds \$100,000.00, a **Certification for Federal Aid Contracts and accompanying Disclosure of Lobbying Activities Attachment** will be attached to and made part of this Agreement. Such certification must state the recipient or subrecipient of a federal grant will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. 2 C.F.R. § Pt. 200, App. II.

R. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

S. SEVERABILITY

If any provision of this Agreement, including any attachments hereto, is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

T. CIVIL RIGHTS ACT

The **Civil Rights Attachment** pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

U. INCORPORATION OF DOCUMENTS

All Attachments listed and checked on the Index of Attachments are made a part of and incorporated into this Agreement.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed by their duly authorized officers.

RECOMMEND FOR APPROVAL:

CITY OF BEL AIRE, KANSAS:

City Engineer (Date)

Mayor

ATTEST:

City Clerk (Date)

(SEAL)

ATTEST:

SEDGWICK COUNTY, KANSAS

County Clerk (Date)

(SEAL)

Commissioner

Member

Member

Kansas Department of Transportation
Secretary of Transportation

By: _____
Greg M. Schieber, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

Approved as to form:

INDEX OF ATTACHMENTS

- Specific Construction Provisions
- Certification as to Current History Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgments
- Certification Against Contingent Fees
- Policy Regarding Sexual Harassment
- Certificate of Compliance with K.S.A. § 46-239(c)
- Certification of Company Not Currently Engaged in a Boycott of Goods or Services from Israel
- Contractual Provisions Attachment (DA-146a)
- Certification for Federal Aid Contracts and accompanying Disclosure of Lobbying Activities
- Civil Rights Act
- Listing of KDOT Certified Inspectors
- Estimate of Engineering Fee / Work Estimate Form
- Certification of Final Indirect Cost
- Certificate of Tax Clearance

*Note – If left unchecked, then inapplicable.

SPECIFIC CONSTRUCTION PROVISIONS

ARTICLE I SCOPE OF SERVICES (CONSTRUCTION ENGINEERING INSPECTION SERVICES TO BE PERFORMED BY THE CONSULTANT)

A. THE CONSULTANT AGREES TO THE FOLLOWING:

- (1) Attend all conferences designated by KDOT or required under the terms of this Agreement.
- (2) Designate a Project Engineer/Project Manager who shall meet KDOT's certification policy and report and transmit Project activity and documents to KDOT's Field Engineer.
- (3) Assign KDOT Certified Inspector(s) of the appropriate classifications to the Project to perform the services required under this Agreement in a timely manner to avoid delay to the Contractor.
- (4) Become familiar with the standard practices of KDOT, the Contract Documents, and the Contractor's proposed schedule of operations prior to beginning field services to be performed under this Agreement.
- (5) Perform the Consultant's field operations in accordance with accepted safety practices.
- (6) Furnish all equipment required to accomplish the Consultant's services and to check or test it prior to use on the Project.
- (7) Provide for Consultant personnel such transportation, supplies, materials and incidentals as are needed to accomplish the services required under this Agreement.
- (8) Transmit orders from KDOT to the Contractor and provide guidance in the interpretation of the Contract Documents.
- (9) Transmit orders from KDOT to the Contractor and provide guidance in the proper interpretation of the Contract Documents.
- (10) Perform or provide construction surveys, staking, and measurements needed by the Contractor (unless provided for in the contract where contractor construction staking is to be performed as a bid item by the Contractor) and perform measurements and surveys that are involved in the determination of final pay quantities.
- (11) Inspect all phases of construction operations to determine the Contractor's compliance with the Contract Documents and to reject such work and materials, which do not comply with the Contract Documents until any questions at issue, can be referred to and be decided by the KDOT's Field Engineer.
- (12) Take field samples and/or test materials to be incorporated in the work and reject those not meeting the provisions of the Contract Documents until any questions at issue can be referred to and be decided by the Field Engineer.

- (13) Make certain that test report records or certificates of compliance for materials tested off the Project site and required, prior to the incorporation in the work, have been received.
- (14) Keep such daily diaries, logs and records as are needed for a complete record of the Contractor's progress, including the Consultant's Project Engineer/Project Manager and Chief Inspector's diaries.
- (15) Measure and compute all materials incorporated in the work and items of work completed and maintain an item account record.
- (16) Provide measurement and computation of pay items.
- (17) Prepare and submit, or assist in preparing, such periodic, intermediate and final reports and records as may be required by KDOT and as are applicable to the Project, which may include:
 - a. Progress Reports
 - b. Weekly statement of working days
 - c. Notice of change in construction status
 - d. Report of field inspection of material
 - e. Test report record
 - f. Contractor pay estimates
 - g. Pile driving data
 - h. Piling record
 - i. Final certification of materials
 - j. Explanation of quantity variation
 - k. Other reports as required by the Project
- (18) Review, or assist in reviewing, all Contractor submittals of records and reports required by KDOT, as applicable to the Project, which may include:
 - a. Requests for partial and final payment
 - b. Other reports and records as required by the individual Project
- (19) Prepare and submit if desired by the Consultant, partial payment invoices for services rendered by the Consultant, but not to exceed one submittal per month.
- (20) Collect, properly label or identify, and deliver to KDOT all original diaries, logs, notebooks, accounts, records, reports and other documents prepared by the Consultant in the performance of this Agreement, upon completion or termination of this Agreement.
- (21) Return, upon completion or termination of this Agreement, all Contract Documents, Manuals, written instructions, unused forms and record keeping books, and other documents and materials furnished by KDOT. The Consultant shall be responsible for replacing lost documents or materials at the price determined by KDOT.
- (22) Prepare and submit a certification of Project completion.
- (23) Prepare and submit a final payment voucher for services rendered by the Consultant.

- (24) Prepare and deliver (when Project is completed) one copy of major changes to the Plans (by letter) to KDOT. The letter should contain such items as the following:
- a. Earthwork and Culverts
 - 1. A revised list of benchmarks
 - 2. Location of government benchmarks
 - 3. Major changes in alignment
 - 4. Major changes in grade line
 - 5. Established references on cornerstones
 - 6. Major changes in location of drainage structures
 - 7. Major changes in flow-line of drainage structures
 - 8. Drainage structures added or deleted
 - 9. Any change of access control
 - b. Bridges
 - 1. Changes in stationing
 - 2. Changes in type, size or elevation of footings
 - 3. Changes in grade line

B. THE SECRETARY AGREES TO THE FOLLOWING:

- (1) Make available to the Consultant sufficient copies of the Contract Documents, shop drawings, plan revisions, written instructions and other information and data considered by KDOT to be necessary for the Consultant to perform the Construction Engineering Inspection Services under this Agreement, for the Project.
- (2) Provide for the use of the Consultant a sufficient supply of the blank diaries, logs, record keeping books, and reporting forms considered by KDOT to be necessary for the Consultant to perform the Construction Engineering Inspection Services under this Agreement.
- (3) Provide space in the field office and field laboratory furnished by the Contractor under the terms of the Construction Contract, for the occupancy and use of the Consultant until completion of the construction work.
- (4) Perform or provide for laboratory testing of materials requiring off-site testing facilities and obtain test reports or certificates of compliance hereof.
- (5) Perform weld inspection when there is welding for bridge beam connections and splices, and for sign supports. This includes all cross frames, diaphragm connections, and stud welding.
- (6) Designate a Field Engineer Coordinator in the Construction Office with the duties and responsibilities set forth in Article I, Section C of this Agreement.
- (7) The Secretary reserves the right to assign and charge to the Project such KDOT personnel as may be needed.

ARTICLE II PROSECUTION AND PROGRESS

- (1) It is anticipated the Construction Engineering Inspection Services to be performed under the Construction Contract will start in 2025 and be completed by 20269.
- (2) The Consultant shall complete all of the Construction Engineering Inspection Services to be rendered under this Agreement no later than two months after completion of Project construction. Failure to comply may result in disqualification of the Consultant's Project Engineer/Project Manager or Chief Inspector until proper documentation is submitted and accepted.

ARTICLE III BASIS OF PAYMENT

- (1) Compensation of Construction Engineering Inspection Services provided by the Consultant under the terms of this Agreement shall be made on the basis of the reimbursable Consultant's actual cost . The actual cost shall be incurred in conformity with the cost principles established in Volume 1, Chapter 7, Section 2 of the Federal-aid Highway Policy Guide and 48 C.F.R. pt. 31 *et seq.* The upper limit of compensation for the Construction Engineering Inspection Services detailed in this Agreement shall be **\$37,551.07**.
- (2) Compensations for Construction Engineering Inspection Services during the progress of work normally will be made to the Consultant within 30 days after receipt by the Secretary of proper billing and when supported by appropriate documentation. The Consultant may not request partial payments at intervals of more than one per calendar month. Progress billings shall be acceptable to the Secretary before payments can be made to the Consultant. Unless extra Construction Engineering Inspection Services has been authorized by the Secretary, the total of the final payment and previous payments can not exceed the upper limit of compensation approved for the Construction Engineering Inspection Services. If extra Construction Engineering Inspection Services has been authorized it will be reimbursed as per the terms of the supplemental agreements(s).
- (3) The Secretary will pay 100 percent of all partial billings up to 95 percent of the upper limit of compensation. Any further amount due will be held until the KDOT field office obtains all deliverables (field books, CMS disks, as-built plans, etc.) from the Consultant. When all deliverables are received by KDOT the remainder due may be paid if requested by the Consultant minus a \$500.00 retainage or the amount earned in excess of 95 percent of the upper limit, whichever is less. If partial payments never reach 95 percent of the upper limit, the Consultant may request payment of 100 percent of the amount earned minus a \$500.00 retainage. The retainage amount will be released to the Consultant when this Agreement has been audited by KDOT.
- (4) The Secretary will reimburse the Consultant for the approved voucher amount up to the upper limit of compensation (or upper limit plus any amount approved by a revised supplemental) for Construction Engineering Inspection Services detailed in this Agreement. The payments will be made provided the LPA has submitted to KDOT the estimated LPA's share of the Project cost and the LPA's estimated share of the Construction Engineering cost.
- (5) If this Agreement's upper limit of compensation exceeds the amount approved by the FHWA, KDOT will reimburse the Consultant for the approved voucher fee (not to exceed this

Agreement's upper limit of compensation unless authorization has been granted and included in a revised supplemental agreement for the Construction Engineering Inspection Services). The LPA will reimburse KDOT for fees voucher by the Consultant and approved by KDOT up to the upper limit of compensation in this Agreement that may exceed the FHWA's approved amount unless provisions are provided for payment under state law.

ARTICLE IV MISCELLANEOUS PROVISIONS

A. AUTHORIZED REPRESENTATIVES

- (1) The Field Engineer for KDOT will be Steve Rose, whose work address is 3200 E 45th Street N, Wichita, KS 67220 and work telephone is (316) 377-6727.
- (2) The Project Engineer/Project Manager for the Consultant will be Randy Downs, Certification Number 5 (expiration date is 10/18/2028), whose work address is 1144 S Seneca Street, Wichita, KS 67037 and work telephone is (316) 660-1716.
- (3) The Chief Inspector for the Consultant will be Jason Templin, Certification Number 5100 (expiration date is 6/12/2029), whose work address is 1144 S Seneca Street, Wichita, KS 67037 and work telephone is (316) 660-1772.
- (4) The contact person for the LPA will be Ted Henry whose work address is 7651 E Central Park Avenue, Bel Aire, KS 67226 and work telephone is (316) 744-2451.

B. ACCESS TO RECORDS

- (1) All documents and evidence pertaining to costs incurred under this Agreement will be available for inspection during normal business hours in the Consultant's office, located at 1144 South Seneca, Wichita, S 67037, for a period of three (3) years following final Agreement payment.

For Consultant

Certification by Prospective Participants as to current history regarding debarment, eligibility, indictments, convictions, or civil judgments

President, Chairman, or Authorized Official

being duly sworn (or under penalty of perjury under the laws of the United States), certifies that, except as noted below, _____

Agency or Company

or any person associated therewith in the capacity of _____

Owner, partner, director, officer, principal investigator, project director, manager, auditor, or any other position involving the administration of federal funds

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three years;

Exceptions _____

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder or respondent responsibility. For any exceptions noted, indicate below to whom it applies, initiating agency, and dates of action.

Providing false information may result in criminal prosecution or administrative sanctions.

Signature

Sworn to before me, a Notary Public in and for the County of _____, State of _____ this _____ day of _____, 20 ____.

Notary Public

My Commission expires _____

Certification by Prospective Participants as to current history regarding debarment, eligibility, indictments, convictions, or civil judgments

President, Chairman, or Authorized Official

being duly sworn (or under penalty of perjury under the laws of the United States), certifies that, except as noted below, _____

Agency or Company

or any person associated therewith in the capacity of _____

Owner, partner, director, officer, principal investigator, project director, manager, auditor, or any other position involving the administration of federal funds

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three years;

Exceptions _____

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder or respondent responsibility. For any exceptions noted, indicate below to whom it applies, initiating agency, and dates of action.

Providing false information may result in criminal prosecution or administrative sanctions.

Signature

Sworn to before me, a Notary Public in and for the County of _____, State of _____ this _____ day of _____, 20 ____.

Notary Public

My Commission expires _____

CERTIFICATION OF CONTRACTOR

I hereby certify that I am _____ and duly authorized representative of _____ (CONTRACTOR) and that neither I nor the above agency I here represent has:

- (a) employed or retained for the payment of a commission, percentage, brokerage, contingent fee, or other consideration, any person (other than a bona fide employee working solely for me or the CONTRACTOR) to solicit or secure this Agreement,
- (b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the agreement, or
- (c) paid, or agreed to pay, to any firm, organization of persons (other than a bona fide employee working solely for me or the CONTRACTOR) any fee, contribution, donation, or consideration of any kind, for, or in connection with, procuring or carrying out the Agreement;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Secretary of Transportation of the State of Kansas in connection with this Agreement and is subject to applicable State and Federal laws, both criminal and civil.

(Date)

Name: _____
Title: _____

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the non-State Agency Contracting Party's standard contract form, that form must be altered to contain the following provision:

The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 05-25), which is attached hereto, are hereby incorporated in this Contract and made a part thereof.

The Parties agree that the following provisions are hereby incorporated into the Contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This Contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this Contract shall reside only in courts located in the State of Kansas.
3. **Termination Due to Lack of Funding Appropriation or Funding Source:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated or no longer exist to continue the function performed in this Contract and for the payment of the charges hereunder due to the loss of the funding source, the Contracting State Agency may terminate this Contract immediately or at the end of its current fiscal year. The Contracting State Agency agrees to give written notice of termination to the non-State Agency Contracting Party at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this Contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. The non-State Agency Contracting Party shall have the right, at the end of such fiscal year, to take possession of any equipment provided to the Contracting State Agency under the contract. The Contracting State Agency will pay to the non-State Agency Contracting Party all regular contractual payments incurred prior to the period of notification or through the end of the fiscal year as determined by period of notification given by the Contracting State Agency, plus contractual charges incidental to the return of any such equipment. Upon termination of the Contract by the Contracting State Agency, title to any such equipment shall revert to the non-State Agency Contracting Party at the end of the Contracting State Agency's current fiscal year. The termination of the Contract pursuant to this paragraph shall not cause any penalty to be charged to the Parties.
4. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require the Contracting State Agency to defend, hold harmless, or indemnify any non-State Agency Contracting Party or third party for any acts or omissions. The liability of the Contracting State Agency is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).

5. **Anti-Discrimination Clause:** The non-State Agency Contracting Party agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the non-State Agency Contracting Party is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Contract may be cancelled, terminated or suspended, in whole or in part, by the Contracting State Agency or the Kansas Department of Administration; (f) the non-State Agency Contracting Party agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) the non-State Agency Contracting Party agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the non-State Agency Contracting Party has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the Contract may be canceled, terminated, or suspended, in whole or in part, by the Contracting State Agency or the Kansas Department of Administration.
6. **Acceptance of Contract:** This Contract shall not be considered accepted, approved, or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this Contract shall find that the Contracting State Agency has agreed to binding arbitration, or the payment of damages or penalties. Further, the Contracting State Agency does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the Contracting State Agency at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the non-State Agency Contracting Party thereby represents that such person is duly authorized by the non-State Agency Contracting Party to execute this Contract on behalf of the non-State Agency Contracting Party and that the non-State Agency Contracting Party agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The Contracting State Agency shall not be responsible for, nor indemnify a contractor for, any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Contract.
10. **Insurance:** The Contracting State Agency shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this Contract, nor shall this Contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the non-State Agency Contracting Party shall bear the risk of any loss or damage to any property in which the non-State Agency Contracting Party holds title.

11. **Information:** No provision of this Contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the Contracting State Agency to reiterate that nothing related to this Contract shall be deemed a waiver of the Eleventh Amendment.
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this Contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
14. **Restricted Funding Source:** The non-State Agency Contracting Party acknowledges and understands the Contracting State Agency's share of the Contract's total, actual, and eligible costs may be funded through the receipt of or reimbursement through federal funds. The Contracting State Agency does not assume any liability in connection with the Contract's total, actual, and eligible costs which may be paid through the receipt of or reimbursement through federal funds. The non-State Agency Contracting Party shall reimburse the Contracting State Agency for any funds approved for this Contract and expended by the Contracting State Agency for which the Contracting State Agency is not reimbursed by the Federal Government or for which such funds are determined by the Federal Government to no longer be available to be used by the Contracting State Agency for said Contract.

**KANSAS DEPARTMENT OF TRANSPORTATION
CIVIL RIGHTS ACT ATTACHMENT**

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (LEP).

CLARIFICATION

The term "Contractor" is understood to include the Contractor, the Contractor's assignees and successors in interest, consultants, and all other parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Acts and the Regulations relative to nondiscrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) or the Federal Aviation Administration (FAA) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of the paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities), (42 U.S.C. §§12131-12189as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38);
- The Federal Aviation Administration’s nondiscrimination statute (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended (prohibits you from discriminating because of sex in education programs or activities), (20 U.S.C. § 1681).

WORK ESTIMATE FORM
Cost plus Net Fee

Work Scope Defined by Project Plans **Date** 8/20/2025

Consultant's Name Sedgwick County Public Works Project No. 87N-0806-01
1144 South Seneca
Mailing Address Wichita, KS 67037 County/City Sedgwick / City of Bel-Aire
35 Working Days
Working Days 10 Clean Up Days
45 Total Days

Work Estimate No. #1 CMS Contract No. _____

Project Location 53rd Street North - Oliver to Woodlawn

Name of Project Eng'r/Manager Randy Downs Phone Number 316-660-1716

Name of Chief Inspector Jason Templin Phone Number 316-660-1772

1. Pre-construction preparation	Construction Manager	<u>1 @</u>	<u>\$ 81.99 =</u>	<u>\$ 81.99</u>
	Chief Inspector	<u>1 @</u>	<u>\$ 52.28 =</u>	<u>\$ 52.28</u>
	Project Inspector	<u>1 @</u>	<u>\$ 45.55 =</u>	<u>\$ 45.55</u>
	Clerical	<u>- @</u>	<u>\$ - =</u>	<u>\$ -</u>
Subtotal				<u>\$ 179.82</u>

2. Field Inspection daily contract documents	Construction Manager	<u>15 @</u>	<u>\$ 81.99 =</u>	<u>\$ 1,229.85</u>
	Chief Inspector	<u>25 @</u>	<u>\$ 52.28 =</u>	<u>\$ 1,307.00</u>
	Project Inspector	<u>350 @</u>	<u>\$ 45.55 =</u>	<u>\$ 15,942.50</u>
	Clerical	<u>- @</u>	<u>\$ - =</u>	<u>\$ -</u>
Subtotal				<u>\$ 18,479.35</u>

3. On-site Testing	Construction Manager	<u>- @</u>	<u>\$ 81.99 =</u>	<u>\$ -</u>
	Chief Inspector	<u>15 @</u>	<u>\$ 52.28 =</u>	<u>\$ 784.20</u>
	Inspector #2	<u>100 @</u>	<u>\$ 35.83 =</u>	<u>\$ 3,583.00</u>
	Clerical	<u>- @</u>	<u>\$ - =</u>	<u>\$ -</u>
Subtotal				<u>\$ 4,367.20</u>

4. Surveying	Construction Manager	<u>0 @</u>	<u>\$ 81.99 =</u>	<u>\$ -</u>
	Surveyor	<u>10 @</u>	<u>\$ 44.00 =</u>	<u>\$ 440.00</u>
	Tech (s)	<u>10 @</u>	<u>\$ 36.00 =</u>	<u>\$ 360.00</u>
	Clerical	<u>- @</u>	<u>\$ - =</u>	<u>\$ -</u>
Subtotal				<u>\$ 800.00</u>

5. Clean Up	Project Inspector	<u>100 @</u>	<u>\$ 45.55 =</u>	<u>\$ 4,555.00</u>
Subtotal				<u>\$ 4,555.00</u>

6. Final Paper Preparation	Construction Manager	<u>10 @</u>	<u>\$ 81.99 =</u>	<u>\$ 819.90</u>
	Chief Inspector	<u>10 @</u>	<u>\$ 52.28 =</u>	<u>\$ 522.80</u>
	Project Inspector	<u>150 @</u>	<u>\$ 45.55 =</u>	<u>\$ 6,832.50</u>
	Clerical	<u>- @</u>	<u>\$ - =</u>	<u>\$ -</u>
Subtotal				<u>\$ 8,175.20</u>

Total Direct Payroll Costs \$ 36,556.57

Summary Total Direct Payroll Costs

	Hours	Rate	Extension
Construction Manager	<u>26 @</u>	<u>\$ 81.99 =</u>	\$ 2,131.74
Chief Inspector	<u>51 @</u>	<u>\$ 52.28 =</u>	\$ 2,666.28
Inspector	<u>601 @</u>	<u>\$ 45.55 =</u>	\$ 27,375.55
Inspector #2	<u>100 @</u>	<u>\$ 35.83 =</u>	\$ 3,583.00
Surveyor	<u>10 @</u>	<u>\$ 44.00 =</u>	\$ 440.00
Techn(s)	<u>10 @</u>	<u>\$ 36.00 =</u>	\$ 360.00
Total Direct Payroll Costs			\$ 36,556.57
B. Salary Related Overhead	_____ %		\$ -
C. Total Payroll plus Overhead			\$ 36,556.57
D. Net Fee			\$ -
E. Direct Expenses (Travel, Postage, Misc.)			
Per Diem & Subsistence	_____ Days @ _____	=	\$ -
Mileage	_____ miles @ \$0.100/mile		
Pickup	<u>500 @</u>	<u>\$ 0.59</u>	\$ 292.50
Pickup	<u>1200 @</u>	<u>\$ 0.59</u>	\$ 702.00
Postage	_____ @ _____		\$ -
Testing Laboratory or Consulting Firm to Assist (Name of Lab or Firm) (Details Needed)	_____ @ _____		\$ -
Equipment Rental (Details \$500 +)	_____ @ _____		\$ -
Total Other Direct Expenses			<u>\$ 994.50</u>
TOTAL COST PLUS NET FEE ESTIMATE			<u>\$ 37,551.07</u>

Consultant Representative _____ Date _____

LPA Authorized Representative Randy Downs _____ Date 8/20/2025

Approving KDOT Representative _____ Date _____

