

AGREEMENT for PROFESSIONAL SERVICES

THIS AGREEMENT, made this _____ day of _____, 2016, by and between SEDGWICK COUNTY, KANSAS, party of the first part, hereinafter called the "COUNTY" and POE & ASSOCIATES, INC., a Oklahoma corporation registered to do business in the State of Kansas, party of the second part, hereinafter called the "CONSULTANT".

WITNESSETH: WHEREAS, the COUNTY intends to construct;

Replacement of Bridge No. 783-J-3054

(Project No. B472)

All of the aforesaid being located within the COUNTY, and hereinafter called the "PROJECT"; and,
WHEREAS, the COUNTY is authorized by law to employ Consulting Engineers to assist in the plans, supplemental specifications and the estimates of quantities of work for the PROJECT:

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The CONSULTANT shall furnish professional services as required for designing improvements and performing the PROJECT tasks outlined in SCOPE OF SERVICES Exhibit A.

II. IN ADDITION, THE CONSULTANT AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in Exhibit A.
- B. To attend meetings with the County and other local, state and federal agencies as necessitated by the PROJECT as outlined in Exhibit A.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the COUNTY may wish to examine periodically during performance of this agreement.
- D. To save and hold COUNTY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of CONSULTANT, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by CONSULTANT and, where relevant to method of payment, to make such material available to the COUNTY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by CONSULTANT within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the CONSULTANT shall not be responsible or held liable for delays occasioned by the actions or inactions of the COUNTY or other agencies, or for other unavoidable delays beyond control of the CONSULTANT.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the CONSULTANT under this agreement. CONSULTANT further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by CONSULTANT, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. CONSULTANT shall procure and maintain such insurance as will protect the CONSULTANT from damages resulting from the acts of the CONSULTANT, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory

Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the CONSULTANT that shall be written in a comprehensive form and shall protect CONSULTANT against all claims arising from injuries to persons (other than CONSULTANT'S employees) or damage to property of the COUNTY or others arising out of any negligent act or omission of CONSULTANT, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the COUNTY prior to the time CONSULTANT starts any work under this agreement. In addition, the COUNTY shall be given thirty (30) days written notice by CONSULTANT before such policy is substantially changed or canceled. A substantial change shall include, but not be limited to, any increase in the deductible, or changes in the amount or type of coverage.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CONSULTANT agrees to advise the COUNTY, in writing, of the person(s) designated as Project Manager not later than five (5) days following execution of this agreement. The CONSULTANT shall also advise the COUNTY of any changes in the person designated Project Manager. Written notification shall be provided to the COUNTY for any changes exceeding one week in length of time.

III. THE COUNTY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the COUNTY'S files at no cost to the CONSULTANT. Confidential materials so furnished will be kept confidential by the CONSULTANT.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the CONSULTANT, except as specified in Exhibit A.
- C. To pay the CONSULTANT for its services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for CONSULTANT'S personnel in performing field surveys and inspections.

- E. To examine all studies, reports, sketches, drawings, specifications, **proposals** and other documents presented by CONSULTANT in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the CONSULTANT for the performance of the professional services required by this agreement shall be made on the basis of the lump sum payment plus **partials** made on the basis of the lump sum fee amount specified below:

\$ 55,000.00

During the progress of work covered by this agreement, partial payments may be made to the CONSULTANT at intervals of one calendar month. The progress billings shall be supported by documentation acceptable to the County Engineer which shall include a project bar chart or other suitable progress chart indicating progress on the PROJECT and a record of the time period to complete the work, the time period elapsed, and the time period that remains to complete the work.

- B. When requested by the COUNTY, the CONSULTANT will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
1. Consultant or witness for the COUNTY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
 2. Additional design services not covered by the scope of this agreement.
 3. Construction staking, material testing, inspection and administration related to the PROJECT.
 4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the CONSULTANT will be given written notice by the COUNTY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a fully executed written Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

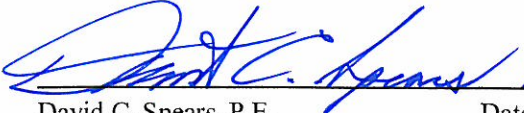
- A. That the right is reserved to the COUNTY to terminate this agreement at **any** time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the CONSULTANT'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the COUNTY upon completion or termination of the CONSULTANT'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the COUNTY. Provided, however, that COUNTY shall hold CONSULTANT harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the CONSULTANT under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the COUNTY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the COUNTY, provided, however, that the CONSULTANT shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the CONSULTANT under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the COUNTY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.
- I. The CONSULTANT agrees to comply with and/or to the following additional provisions with respect to his performance and obligation under this Agreement:

1. The CONSULTANT shall observe the provisions of the Kansas Acts Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry;
2. In all solicitations or advertisements for employees, the CONSULTANT shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission;
3. If the CONSULTANT fails to comply with the manner in which the CONSULTANT reports to the Kansas Human Rights Commission in accordance with the provisions of KSA 44-1031, and amendments thereto, the CONSULTANT shall be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by the COUNTY;
4. If the CONSULTANT is found guilty of a violation of the Kansas Acts Against Discrimination under a decision or order of the Kansas Human Rights Commission which has become final, the CONSULTANT shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the COUNTY;
5. The CONSULTANT shall include the provision of the above paragraphs 1 through 4, inclusively, in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

IN WITNESS WHEREOF, the COUNTY and the CONSULTANT have executed this agreement as of the date first written above.

RECOMMENDED FOR APPROVAL

SEDGWICK COUNTY, KANSAS

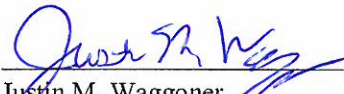

David C. Spears, P.E. Date
County Engineer

James M. Howell Date
Chairman, Board of County Commissioners

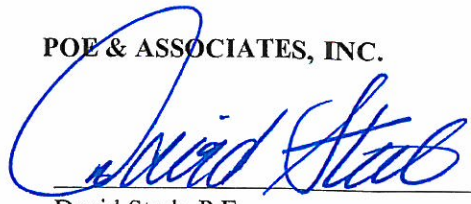
ATTEST:

Kelly B. Arnold Date
County Clerk

APPROVED AS TO FORM:


Justin M. Waggoner Date
Assistant County Counselor

POE & ASSOCIATES, INC.


David Streb, P.E. Date
Senior Vice President

ATTEST:

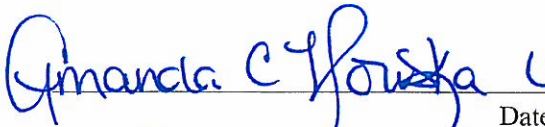

Amanda C. Houska Date
Name: Amanda C. Houska
Title: Financial Manager

EXHIBIT A



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Scope of Services

The Engineering Design Consultant shall furnish the services required for the development of plans, specifications, and estimates of the quantities of work for the designated project in the format and detail required according to this document. This project is expected to be locally administered by Sedgwick County.

Project Description: **CIP Project No. B472** – Replacement of Bridge No. 783-J-3054, a single span reinforced concrete tee beam bridge located on 295th Street West (paved road), approximately 0.6 miles north of 45th Street North in northwest Sedgwick County, KS.

NBI No.: 000870783006064

Sufficiency Rating: 36.4

2014 Daily Traffic Count: 419

Posted: 12 / 18 / 29

Drainage Area: 3.43 sq. mi.

Due Date: Final plans and specifications are due August 9, 2017. See Section 6.0 for all project milestone due dates.

1.0 DESIGN STANDARDS

- 1.1. U.S. Customary units shall be employed on all projects.
- 1.2. Design standards shall follow the Kansas Department of Transportation (KDOT) Project Development Manual for Non-National Highway System Local Government Road and Street Projects (latest edition).
- 1.3. Plan style and format shall essentially follow that described in the KDOT Design Manuals.
- 1.4. Design bridges according to the American Association of State Highway and Transportation Officials (AASHTO) standards (minimum HL-93 loading).
 - 1.4.1. See Section 3.0 for exceptions.
- 1.5. All construction work and material shall comply with the KDOT Standard Specifications for State Road and Bridge Construction (2015), as well as any KDOT and Sedgwick County special provisions.
- 1.6. All stormwater runoff shall be calculated and managed in accordance with the City of Wichita/Sedgwick County Storm Water Manual (latest version).
- 1.7. Minimum bridge approach grading shall be used to transition roadway width and profiles for bridge specific projects.
- 1.8. Bridge channel work shall be minimized when possible.
- 1.9. Alignment stationing shall be south to north and west to east.
 - 1.9.1. Avoid beginning with Sta. 0+00.
 - 1.9.2. Avoid using the same stationing for multiple alignments, including side roads.
- 1.10. North shall be oriented to the top or right side of the sheet.

EXHIBIT A



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Scope of Services

- 1.11.** The project survey control data should be shown on the first plan-profile sheet. The horizontal and vertical datums shall be per § 2.1.1.
- 1.12.** Cross sections are required on all projects; maximum spacing is 100 ft. and shall be provided at all storm sewer crossings, crossroad pipes, guardrail end points, edge of wearing surfaces of bridges, and any other critical locations deemed necessary by Sedgwick County.
- 1.13.** Traffic control plans shall attempt to balance project cost with road closure time.
 - 1.13.1.** Traffic control measures shall meet the guidelines presented in the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD).
 - 1.13.2.** Traffic is to be closed during construction at any bridge replacement location.
 - 1.13.3.** Local traffic will be carried at all times on either side of the bridge, if applicable, but through traffic may be eliminated in phases if approved by Sedgwick County.
- 1.14.** All hydraulic structures shall be designed to pass 100-year discharges as required by the City of Wichita/Sedgwick County Storm Water Manual.
 - 1.14.1.** Lower discharges may be allowed if justified.
- 1.15.** Use KDOT and Sedgwick County standard detail sheets for plan preparation.
 - 1.15.1.** Consult KDOT Bureau of Local Projects for the use of county standard details when developing plans for Local Public Authority (LPA) administered projects.
- 1.16.** Interim check plans shall be submitted according to § 2.7.3.
- 1.17.** Final plans shall be submitted for production in electronic Portable Document Format (PDF). Use of the PDF/A file format for long-term archival is required, and shall adhere to the following composition:
 - 1.17.1.** Resolution shall be exactly 400 dpi (dots per inch).
 - 1.17.2.** Create PDF files in black and white, using grayscale when shading is necessary for clarity of intent. Do not submit full-color PDF files.
 - 1.17.3.** Use JPEG compression for raster images.
 - 1.17.4.** Submit all plan sheets, including cross sections, as a single multi-page PDF file in two different page formats.
 - 1.17.4.1.** 22"x36" format: Create each page in the PDF file for printing on 22"x36" paper using landscape orientation.
 - 1.17.4.2.** 11"x17" format: Create each page in the PDF file for printing on 11"x17" paper using landscape orientation.
 - 1.17.5.** Name the PDF file according to the Sedgwick County project number followed by the fiscal year, using the underscore symbol to separate the entities, followed by the page size in parenthesis (e.g. R259_2011 (22X36).pdf).
 - 1.17.5.1.** File naming and bookmarking shall be per KDOT E-Plan policy for KDOT administered projects.

EXHIBIT A



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Scope of Services

- 1.17.6.** Submit on CD-ROM or DVD medium. Medium must be labeled with the Sedgwick County project number, project year and consultant name. Include the number of CD-ROMs and total submitted (e.g. 1 of 4, 2 of 4, etc.).
- 1.18.** Regardless of the project administrator, each drawing associated with this project shall also be submitted to Sedgwick County in AutoCAD DWG format within the following guidelines:
 - 1.18.1.** Use the latest version available for AutoCAD DWG format.
 - 1.18.2.** All entities shall be created BYLAYER, with color and linetype BYLAYER.
 - 1.18.3.** Any referenced information external to the drawing (cells, blocks, xrefs, shapes, pen table, or non-standard fonts) shall be included.
 - 1.18.4.** Any coordinate information (point number, northing, easting, elevation and description) shall be included as Autodesk Civil 3D point objects or point blocks within the drawings, AutoDesk civil file format or as a delimited ASCII file.
 - 1.18.5.** Submit on CD-ROM or DVD medium. Medium must be labeled with the Sedgwick County project number, project year and consultant name. Include the number of CD-ROMs and total submitted (e.g. 1 of 4, 2 of 4, etc.).
 - 1.18.5.1.** The AutoCAD and PDF files may be stored on a single medium, but they shall be located in separate folders.

2.0 ITEMS OF WORK

The Engineering Design Consultant shall complete the following work items:

- 2.1.** Topographic survey of the project area per KDOT specifications. The survey shall be conducted by a trained and experienced land surveyor licensed by the Kansas State Board of Technical Professions according to Kansas Statutes.
 - 2.1.1.** Geo-reference the survey data to the Kansas State Plane Coordinate System, North American Datum of 1983 (NAD 83) horizontal datum, FIPS Zone 1502, ADS Zone 3951 (South Region), and North American Vertical Datum of 1988 (NAVD 88). All final values shall be in US Survey Feet.
 - 2.1.2.** Indicate the geoid model used to transform the survey data to NAVD 88.
- 2.2.** Geotechnical investigation of in-situ soils and coring of existing surfaced roads
 - 2.2.1.** Geotechnical investigation is required for bridge foundations, including foundations for bridge sized box structures, which shall meet KDOT specifications. Non-bridge size box structures will generally not require geotechnical investigation.
 - 2.2.2.** Geotechnical report and coring logs shall be submitted to Sedgwick County.
- 2.3.** Drainage study with complete hydrologic and hydraulic calculations.
 - 2.3.1.** All means of drainage calculations shall meet the requirements of the Wichita/Sedgwick County Storm Water Manual (latest version).
 - 2.3.2.** Calculations shall be submitted to Sedgwick County.

EXHIBIT A



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Scope of Services

- 2.4. Right of way strip map and easement descriptions with tract maps.
 - 2.4.1. Legal descriptions and tract maps shall be prepared by trained and experienced land surveyor licensed by the Kansas State Board of Technical Professions according to Kansas Statutes.
- 2.5. Utility coordination.
 - 2.5.1. All utility companies within the project corridor shall be requested by the consultant to flag or otherwise locate their facilities.
 - 2.5.1.1. The consultant shall make every effort to identify and locate all utilities, both public and private, regardless of their status with the Kansas One-Call system.
 - 2.5.2. Utility information shall be clearly noted and identified on the plans. The ownership note shall appear on the first plan-profile sheet and should contain the name of utility owners, contact person, address and telephone number.
 - 2.5.3. Identify all potential utility conflicts and distribute utility coordination plans per § 2.7.3.
 - 2.5.4. Meet with utility representatives as required to review plans and coordinate relocation of utility conflicts prior to project letting or, if approved by the County Engineer, identify conflicts to be resolved during construction.
 - 2.5.5. Prepare utility status report identifying utility conflicts and dates by which the conflicts will be eliminated. Submit report per § 2.7.3 and as requested by Sedgwick County.
 - 2.5.6. Meet with affected utility representatives and the project contractor to resolve any conflicts with utilities that occur during construction.
- 2.6. Prepare all required local, state, and federal permit applications and supporting documentation.
 - 2.6.1. Submit completed applications and permit fees to the regulatory agencies.
 - 2.6.2. Permit fees are to be paid by the consulting engineer and are considered incidental to the design fee.
- 2.7. Prepare project plans
 - 2.7.1. Plans shall include grading, paving, storm sewer, structural, guard fence, pavement marking, traffic signal, seeding, stormwater pollution prevention, and traffic control plans, as applicable to the project.
 - 2.7.1.1. For projects to be administered by Sedgwick County and disturbing one acre of erodible ground or more, prepare a Stormwater Pollution Prevention Plan (SWPPP) that includes a project specific plan sheet(s) detailing the quantity and types of devices to be used, along with their location.
 - 2.7.1.2. A site-specific erosion control plan must be included in the project plans detailing the quantity and types of devices to be used, along with their general location.
 - 2.7.2. Plans shall include a drainage map, prepared according to the KDOT Design Manual.
 - 2.7.3. For projects to be let by Sedgwick County - Prepare interim review plans as follows:
 - 2.7.3.1. Preliminary cost estimate within 60 days of execution of contract.
 - 2.7.3.2. Hydraulics and Hydrology evaluation for a replacement structure type and size.
 - 2.7.3.3. Field Check - 54% plan completion.
 - 2.7.3.3.1. 1 set 11"x17" plans printed on bond.

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Scope of Services

- Updated: June 2016
JW/ltp/ple



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- 2.13.2.** Conduct the initial bridge inspection, including load rating revisions, per KDOT specifications after construction of the bridge and acceptance of the project.

3.0 COUNTY SPECIFIC BRIDGE DESIGN DETAILS

- 3.1.** Spacer frames are to be supported by bar chairs and bolsters, not on the plywood forms.
- 3.2.** There shall be 1.5 inches of bottom clearance for steel in slabs.
- 3.3.** The minimum section for end bearing pile applications shall be HP12 x 53. The use of HP10 x 42 sections is discouraged.

4.0 EXCEPTIONS TO STANDARD KDOT DESIGN

The Engineering Design Consultant shall utilize Sedgwick County special provisions and standard sheets for entrance details, pavement marking, signing details, traffic signals, and traffic control plans. Additionally, most projects will require use of modified KDOT pavement mix designs, which do not allow Recycled Asphalt Pavement (RAP) in the surface course. Coordinate the use of these details and special provisions with the KDOT Bureau of Local Projects on LPA designated projects. Most of the county standard detail sheets and general consultant information can be found at www.sedgwickcounty.org/Public_Works/cad_standards.asp.

The Storm Water Manual and related documents can be found at www.wichita.gov/Government/Departments/PWU/Pages/Regulations.aspx.

5.0 NONCOLLUSION AND DEBARMENT

Potential consultants should understand that any entity doing business with Sedgwick County will be required to certify that they have not participated in any collusion and have not been or is not currently debarred, voluntarily excluded or disqualified from bidding by any federal, state or local agency. Any questions or concerns regarding this requirement should be discussed with the Public Works Department before submitting a proposal.

6.0 PROJECT MILESTONES

Complete and deliver all calculations, plan drawings, specifications and estimates to Sedgwick County within the time allotted for the project as stipulated below.

- Preliminary cost estimate is due **within 60 days of execution of the contract.**
- Hydraulics and hydrology evaluation per §2.7.3.2 is due **November 2016.**
- Field Check Plans as per §2.7.3.3 are due **January 2017.**
- Right of Way and Utility Coordination Plans per §2.7.3.4 are due **March 2017.**
- Office Check Plans as per §2.7.3.5 are due **May 2017.**
- Final Plans as per §2.7.3.6 are due by **August 7, 2017.**

CONTRACTOR CERTIFICATION FORM

Complete this form as applicable. The signature on the contract with the County supplies the necessary signature for this Certification.

NONCOLLUSION

I certify the party entering into this contract with Sedgwick County has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any unlawful action, in restraint of free competitive bidding in connection with this contract.

HISTORY OF DEBARMENT

I certify that, except as noted below, the party entering into this contract and any person associated with that party in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or any other position involving the administration of federal, state or local funds:

1. Is not currently suspended, debarred, voluntarily excluded or disqualified from bidding by any federal, state or local agency;
2. Has not been suspended, debarred, voluntarily excluded or disqualified from bidding by any federal, state or local agency within the past three years;
3. Does not have any proposed debarment or suspension pending;
4. Within the past three years, has not been convicted or had a civil judgment rendered against the party or person associated with the party by a court of competent jurisdiction in any matter involving fraud, anti-trust violations, theft, official misconduct, or other offenses indicating a lack of business integrity or business honesty;
5. Is not currently indicted or otherwise criminally or civilly charged by a federal, state or local government with fraud, anti-trust violations, theft, official misconduct, or other offenses indicating a lack of business integrity or business honesty; and
6. Has not had one or more federal, state, or local government contracts terminated for cause or default within the past three years.

☐ The exceptions, if any, are (explain circumstances of all exceptions):
