AGREEMENT

between

COOK, FLATT & STROBEL

ENGINEERS, P.A.

and

HARPER COUNTY, STATE OF KANSAS

THIS AGREEMENT, made and entered into by and between HARPER COUNTY, State of Kansas, hereinafter referred to as the COUNTY; and the firm of COOK, FLATT & STROBEL, ENGINEERS, P.A., 2930 SW Woodside Drive, Topeka, Kansas 66614, hereinafter referred to as the ENGINEER.

WITNESSETH:

That the said COUNTY desires the services of the ENGINEER for design surveys and preparation of plans, and cost estimates for the replacement of Bridge No. 0763.0-0702.0 (BB-22), 0.5 miles north and 1.0 miles east of Bluff City.

The extent and scope of engineering services include design surveys and plan preparation for bridge and roadwork in accordance with approved practices and requirements of the Kansas Department of Transportation (KDOT).

For the engineering services the ENGINEER shall receive a lump sum fee of Thirty Two Thousand Dollars ($32,000.00).

It is further agreed that payment shall be made by the COUNTY on the basis of progress of the work; that sixty percent (60%) of said fee shall be considered as due upon furnishing of field check plans and one hundred percent (100%) of said fee, less previous payments, shall be considered as due when final plans are completed and submitted to the COUNTY. In addition, the COUNTY shall be obligated to pay for services under this Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the COUNTY'S current budget year or (b) funds made available from any lawfully operated revenue producing source.

SECTION I

THE ENGINEER AGREES

Paragraph One

The ENGINEER agrees to make the necessary design surveys and prepare plans, specifications, right-of-way and easement descriptions, and estimates for the improvement hereinbefore mentioned, for the fee as stipulated, which fee shall be complete and sufficient payment for all work performed, equipment or materials used, and services rendered in connection with such work. It is understood that such work shall be completed according to approved standard practices and rules or regulations of the Kansas Department of Transportation.

Paragraph Two

The ENGINEER further agrees to accept compensation for such work from said COUNTY in such amounts and at such periods as have been by said ENGINEER and said COUNTY mutually agreed.

Paragraph Three

The ENGINEER further agrees:

1. To comply with all Federal, State, and local laws, ordinances, and regulations applicable to the work.

2. To procure all licenses or permits necessary for his business operation under said agreement. Special project permits required by the Division of Water Resources, the Corps of Engineers, or other governmental agencies shall be obtained by the COUNTY with assistance and cooperation of the ENGINEER. Any fees required by governmental agencies to obtain permits shall be paid for by the COUNTY.

3. To be responsible for all damage to persons or property caused by him, his agents, employees, or subcontractors, which may result from their operation in connection with the work.

4. To deliver to the COUNTY all tracings, the necessary set of prints, and to make available to the Department at any time all field notes taken in the preparation of plans for said project.

SECTION II

THE COUNTY AGREES

Paragraph Four

The COUNTY agrees:

That the ENGINEER has been duly authorized to make all said surveys, plans, specifications, and estimates, including the performance of all necessary services and the furnishing of all labor, equipment, materials and supplies essential thereto, for the fee as stipulated.

Paragraph Five

It is further understood and agreed by the said COUNTY that this agreement and all contracts which are entered into under the provisions of this agreement shall be binding upon the present governing body of said COUNTY and their successors.

Paragraph Six

It is further understood that the engineer will arrange for a soils investigation on a cost reimbursable basis.

SECTION III

THE PARTIES HERETO MUTUALLY AGREE

Paragraph Seven

It is mutually agreed by the parties hereto:

1. That the Services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without the written consent of said COUNTY.

2. That the right is reserved by the COUNTY to terminate this agreement at any time, upon written notice, in the event the improvements are to be abandoned or indefinitely postponed; provided, however, that in any case the ENGINEER shall be paid for the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this agreement but in no case greater than the lump sum fees stipulated on Page 1 of the Agreement. The parties recognize that services terminated prior to completion will be of less value to the COUNTY than services completed pursuant to the terms of the contract.

3. That payment by the COUNTY as hereinbefore provided is contingent upon approval of the plans, specifications, and estimates by the COUNTY.

4. That "SPECIFICATIONS" as mentioned in said agreement shall be construed to mean the applicable sections of the Standard Specifications of the Kansas Department of Transportation and approved supplemental specifications applicable to said improvements.

5. That surveys as identified in this agreement cover design surveys only.

6. The ENGINEER agrees not to discriminate against any employee or applicant because of race, color, religion, sex, national origin, age, or physical handicaps in regard to any position for which the employee or applicant is qualified. The ENGINEER will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, age, or physical handicap.

7. All work product of ENGINEER will become the property of the COUNTY exclusively and will be promptly delivered to the COUNTY upon completion of ENGINEER's services or earlier termination thereof.

IN WITNESS WHEREOF, said parties have caused this agreement to be signed by their duly authorized official this _____ day of _____, 2016.

_____
County Clerk

_____
Chairman, Board of Commissioners

_____
Member, Board of Commissioners

_____
Member, Board of Commissioners

COOK, FLATT & STROBEL,
ENGINEERS, P.A.

_____
Kenneth M. Blair, P.E.

CFS ENGINEERS
cfse.com

One Vision. One Team. One Call.

2930 SW Woodside Drive
Topeka, Kansas 66614
(785) 272-4706 Office
(785) 272-4736 Fax

cfse.com

Other Offices:
Lawrence, Kansas
Kansas City, Kansas
Wichita, Kansas
Kansas City, Missouri
Branson, Missouri
Springfield, Missouri
Jefferson City, Missouri

February 12, 2016

John McClure
Harper County
103 W. Steadman Street
Anthony, KS 67003

Re: Design Contract
Bridge 0763.0-0702.0 (BB-22), .05 miles north and 1.0 miles east of Bluff City. (McCormick Bridge)

Dear John:

Enclosed find two copies of a proposed design contract for the survey and design of the above mentioned bridge.

Please review and if acceptable, sign and send one copy back to our office.

If you have any questions, please give us a call.

Respectfully,
Cook, Flatt & Strobel Engineers P.A.

Kenny Blair, P.E.

Enclosures

Kenneth M. Blair, P.E.
Chairman

Robert S. Chambers, P.E.
President-Treasurer

Sabin A. Yañez, P.E.
Senior Vice President-Secretary

Kevin K. Holland, P.E.
Vice President

Daniel W. Holloway, P.E.
Vice President

Charles C. LePage, P.E.
Vice President

Lance W. Scott, P.E.
Vice President