



**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY
& KANSAS CITY, KANSAS
PUBLIC WORKS DEPARTMENT**

ONE McDowell PLAZA

ENGINEERING DIVISION
701 NORTH 7TH STREET, 66101

(913) 573-5700
FAX (913) 573-5727

SOLICITATION

Engineering, Architecture, Planning and Related On-Call Services

NOTICE OF NEED N41150

The Unified Government of Wyandotte County/Kansas City, Kansas (UG) desires to obtain the services of qualified companies to provide professional, on-call services for **Engineering, Architecture, Planning, Urban Design and other related professions**. Our city/county government provides services to a population of about 165,000. The UG needs Technical and Professional services for a wide range of public infrastructure, transportation and urban planning projects.

Any questions regarding this Notice of Need (NON) shall be directed in writing to the attention of the buyer via email, to the Office of Procurement and Contract Compliance, ATTN: Teresa Houchins, thouchins@wycokck.org, 913-573-5244, 701 N. 7th Street, Room 649, Kansas City, KS 66101. Telephone conversations must be confirmed in writing by the interested party.

Tasks to be performed by the consultant are listed on the attached "Consultant Utilization Plan".

Submission of qualifications:

Interested parties shall submit a statement of qualifications. Qualifications for a number of technical categories are sought. Specific categories are listed in the attached consultant utilization plan.

Submittal shall include a completed Hourly Rate Schedule, priced for services during the 2025 calendar year, placed in a sealed envelope. An example is provided in the Sample Professional Services Agreement as Exhibit C. Hourly Rate Schedule of selected firms may be updated annually.

Submittal requirements are listed in the attached "Format of Submittals".

Applicants may submit qualifications for as many disciplines as desired but are requested to submit only for areas of true expertise. It is the intent of the UG to select a variety of large, medium and small firms. Specialty firms are encouraged to apply as multiple awards are anticipated.

Due to limited staffing and in order to be fair to all applicants, selection committee members will not be available to meet individually with each applicant. The UG will hold a non-mandatory informational meeting to answer any questions regarding this on-call request and submittal. This meeting will be held at **10:00 am on Tuesday, October 8, 2024, as a virtual meeting via Teams (Meeting ID: 231 221 107 34 Passcode: DZHAmw, Phone: (913) 295-9323 Phone ID: 794 340 746#)**. All questions outside of the informational meeting shall be submitted to Teresa Houchins by **2:00pm on Wednesday, October 16, 2024**.

Firms should submit based only on the disciplines they can manage with their in-house staff. The UG is not interested in “team” submittals or work that will be completed by subcontractors.

Submit one (1) hard copy of the letter of interest and statements of qualifications, clearly marked “**NON N41150, ENGINEERING, ARCHITECTURE, PLANNING AND RELATED ON-CALL SERVICES**”. Hard copies shall not be bound in any way. The submission will also include one (1) sealed envelope containing Hourly Rate Schedules and one (1) Flash Drive of all information in .pdf format. Provide a separate .pdf file for the general section and for each technical category for which proficiency is claimed. Naming convention shall be: a 2-digit ordinal to match the printing order, space, title of section either “general” or the name of the technical category used in the Consultant Utilization Plan, space, name of the firm. Example: “01 General ABC Consultants, Inc.”; “02 Structural Engineering ABC Consultants, Inc.” etc.

Submit to:

Unified Government Clerks Office

701 N. 7th Street, Room 323

Kansas City, Kansas 66101

By 2:00 p.m. Tuesday, October 29, 2024

Selection process:

The selection of the firms for this recruitment will be based on a variety of factors which may include the firm’s general project approach, the firm’s qualifications as presented, the quality and presentation of the proposal, the firm’s past performance, and other information requested in the “Format of Submittals” as well as any additional information provided by the firms.

1. Following the close of the submission period, the proposals will be separated into technical categories and reviewed by UG staff that works in the given subject area.
2. The UG may ask for clarifications or expansion of information submitted by any or all including any amendments or, at its discretion, prepare a short list and hold interviews for selected firms.
3. Upon completion of technical category reviews, the selection committee will take the input from each review group and formalize the firm selections.

4. The selected firms will be notified, and the Professional Services Agreement will be sent out. Firms not selected will be notified in writing.

The UG reserves the right to select or reject any or all responses submitted, waive any formal response requirements, investigate the qualifications and experience of any respondent, reject any provisions in any response, obtain new responses, negotiate the requested services and contract terms with any respondent, and/or proceed to do the work otherwise. The UG is not responsible for any costs incurred by respondents in preparing responses or attending meetings during the selection process.

The UG reserves the right to retain all responses and information submitted and to any idea or concept contained in any submitted information regardless of whether that firm is selected. Submittal of a response indicates acceptance by the respondent of all these terms and conditions.

This NON is valid until a selection is made.

Attachments:

- Consultant Utilization Plan
- Format of Submittals
- Sample Professional Services Agreement



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CONSULTANT UTILIZATION PLAN

Engineering, Architecture, Planning and Related On-Call Services

This contract will be administered by the Public Works, Planning & Urban Design and/or Parks & Recreation Departments of the UG which are responsible for, but not limited to; road, bridge, sanitary sewer collection system, sanitary sewer pump stations and treatment plants, storm water management system, traffic management, signals, signage and striping, public facilities/grounds, parks, sports fields, long-range planning, urban design, historic preservation, public outreach, graphical design and branding.

The UG contracts separately for real estate appraisal services. Depending on the individual assignment, the Consultant may perform engineering, architectural, planning and/or other technical services that include planning, or design as well as on site construction observation and other services related to municipal government projects.

Public Works, Planning & Urban Design, and Park & Recreation Departments actively seek alternative funding sources, including federal loans and grants for many of their projects. In responding to this notice, the Consultant must declare their desire to be considered for federally funded projects. If no such declaration is made, the Consultant will be considered to have opted-out of consideration for federally funded projects.

If selected to work on a project funded by federal loans or grants, the Consultant must comply with the specific contractual provisions required by such loan or grant. If specific contractual provisions are required by the loan or grant, and if the selected Consultant agrees to the terms, the Consultant's on-call professional services contract will be amended in writing to include such provisions upon project award. For federally funded projects, at minimum, the Consultant must have an active registration in, and be in good standing with, the federal System for Award Management (SAM) and comply with the requirements of 2 CFR 200.

Technical Categories Requested are:

Roadway and Street Design

Expertise needed in roadway design of arterial and collector with emphasis on retrofit into existing developed areas, intersection design with signals and roundabouts, knowledge of KDOT processes and standards, design/layout/reporting of compliant ADA ramps, AASHTO requirements, alignment studies, streetscape design, cost estimating, roadway lighting, signing and pavement marking, earthwork calculations, and roadway drainage systems. Capability to work with GIS and related systems is desirable. Expertise with Alternative Project Delivery for Transportation design and construction projects should be noted in this technical category.

Preference for firms included on KDOT's pre-qualification list will be given when selecting design services for State- and Federally-funded transportation projects. Similarly, firms selected for such projects will be required to submit debarment certification indicating that they are not currently debarred from working with KDOT.

Structural Engineering

Structural expertise needed for the design and analysis of bridges and box culverts, bridge and box culvert inspection, retaining walls, vertical construction, post tension parking structures, with emphasis on rehabilitation and maintenance. Expertise with Alternative Project Delivery for bridge and box culvert design and construction projects should be noted in this technical category.

Traffic Engineering & Transportation Planning

Expertise needed in traffic demand forecast, roadway capacity analysis, planning and safety studies, traffic impact studies, intersection design, access management evaluations, traffic signal design, traffic calming and complete street design, traffic data collection, traffic management design during construction, signage and pavement marking design, and specification development for traffic control devices.

Advanced Traffic Management Systems

Expertise is required in the design, acquisition, installation, set-up and operation of Advance Traffic Management Systems (ATMS) - specifically for the use of the TACTICS Suite. This requirement primarily includes but is not limited to the management of traffic signal systems. Work may include programming, operating, and maintaining traffic signal controllers - especially both SEPAC and NTCIP protocols of EPAC 300 controller units.

Expertise is required on the design, implementation, and operation of coordinated traffic signal systems, serial and Ethernet networks; timing for traditional time-clock signal coordination, traffic-responsive, and quick-response systems; installation and programming of various types of ITS servers including Genetec, SNAPS, Vantage View, and similar systems; design of VPN tunnels and tagged VLANs, real and virtual workstations, remote desktop and Citrix client applications; design experience with demarcation zones (DMZ) and secure 'bridging' of isolated networks. Capability to work with GIS and related systems is desirable.

Environmental Compliance

Expertise needed in wetland identification and remediation, dam permitting, Corps of Engineers permitting, clean water act compliance, illicit discharge detection and elimination, and requirements KDHE, KDA, and Kansas Dept. of Wildlife and Parks.

Stormwater Management

Expertise needed for design of stormwater system, pipe and open channel conveyance, with an emphasis on designing rehabilitation to existing developed areas. Other stormwater work includes support for regulatory compliance with NPDES MS4 Phase I, green infrastructure, sediment and erosion control, post-construction BMP's, stream stabilization and remediation, and illicit discharge detection and elimination. Capability to work with GIS and related systems is desirable.

Sanitary Sewer Collection

Expertise needed in design of interceptor sewers, gravity mains and their various materials (brick, VCP, DIP and CAS), force mains, manhole replacement & rehabilitation (brick, precast and pour-in-place), combined sewer separation, Sanitary Sewer Evaluation Study (SSES), I&I removal, flow monitoring, pump station design and evaluation, and stream & aerial crossings.

Wastewater Treatment

Expertise also needed in wastewater treatment facility design, treatment process design and evaluation, NPDES permitting, and regulatory compliance. Ability to provide construction phase services including construction observation. Capability to work with GIS and related systems is desirable. Expertise with Alternative Project Delivery for Wastewater Treatment design and construction projects should be noted in this technical category.

Geotechnical Engineering

Expertise in geotechnical engineering including, but not limited to, soil and slope stability investigation, foundations and lateral earth support structures analysis, and other geotechnical-related investigations.

Material Testing

Expertise in construction material quality assurance testing for concrete, asphalt paving, aggregates and earthwork compaction. Specific tasks and testing may include, but not limited to concrete sampling and testing, standard proctor density, Atterberg limits, in-situ soil density, aggregate sampling, asphalt density, pavement stress, asphalt extraction, review of supplier certifications for concrete, asphalt and aggregates, pavement coring, boring and sampling, and on-site construction observation and evaluations.

Construction Inspection

Personnel to perform construction administration/inspection and enforce UG standards and policy during the construction phase of projects.

Internal UG/KDOT Projects

Preference for firms included on KDOT's pre-qualification list will be given when selecting construction inspection services for State- and Federally-funded transportation projects. Similarly, firms selected for such projects will be required to submit debarment certification indicating that they are not currently debarred from working with KDOT.

External Projects Done by Private Development

Preference for firms included on KDOT's pre-qualification list or with relevant certifications regarding materials testing, environmental compliance, storm & sanitary sewer inspection and all other relevant testing & documenting procedures outlined in the UG's Technical Specifications 2022 Edition, Section 1102.13: Inspection Firm's Report and 1102.14: Inspection Firm's Observation and Tests.

Surveying

Expertise needed in property ownership and right-of-way research, easement descriptions, mapping storm and sanitary manholes, inlets, structures, pipe sizes, top and flow line elevations construction materials, mapping utilities, mapping surface features and topography. Capability to work with GIS and related systems is desirable.

Asset Management

Expertise is needed in the prioritization of asset maintenance, assist capital coordination between organizations and information technology support for the UG's CMMS and GIS infrastructure. There is also a need to collect new data and improve existing asset data with a combination of remote sensing services, field inspections and/or spatial research to estimate missing attribute.

Technical expertise in the management of CMMS/GIS databases and the integration between those databases and others used by other departments throughout the UG is needed to make customer service improvements. IT expertise is needed to facilitate the implementation of a hybrid on-premise IT infrastructure and cloud-based IT infrastructure and the capability to address any performance issues that might arise from that computing environment. Expertise in integration between ESRI's ArcGIS Pro, Portal and ArcGIS Online environments and the UG's CMMS databases is a necessity for our rapidly changing IT infrastructure.

Preference will be given to firms with a strong data integration team, capable GIS staff and a variety of asset data collection capabilities. Strong firms will also have experience in the prioritization of capital projects and the design of asset maintenance plans.

Architecture/MEP - Public Buildings and Facilities

Expertise needed in architectural design and maintenance of jail, court rooms, police stations, fire stations, office buildings, ADA retrofits, energy efficiency improvements, new construction, and building rehabilitation.

Additional areas of need include strategic office planning, life safety, fire protection consulting, environmental consulting, ADA access compliance, architectural design, structural design, code compliance, interior design, elevator design, roofs, HVAC, lighting, acoustical, security system design, and project cost projections.

Landscape Architecture

Expertise needed in landscape design for public building sites, parks, entry signs, and way finding signs.

Parks & Recreation

Expertise needed in parks, sport fields, master planning, inclusive playground & facilities design & construction, golf course design & construction, bike & pedestrian trails design & construction, recreation & facility, developing marketing plan design, construction supervision, safety of sports complexes & community centers, and needs planning.

Planning & Zoning

Expertise needed in site design and master planning efforts relating to current & long-range planning, area & neighborhood plans, urban design, zoning code updates & ordinance amendments, design guidelines, zoning interpretations, massing studies, streetscape standards, bike & pedestrian facilities, preparation of planning staff reports & other case processing assistance, implementation of projects and, other relevant planning & and urban design best practices.

Historic Preservation

Expertise needed in ordinance updates & amendments, design guidelines, ordinance & amendment updates, long-range planning, implementation of projects and other best practices.

Other Technical Areas

Expertise needed in any or all of the following: public involvement, railroad coordination, permit preparation and coordination, siting studies, expert testimony, miscellaneous technical support, environmental compliance (includes wetland identification and remediation and compliance/permitting requirements of regulatory agencies), FEMA Floodplain permitting, environmental planning, natural resource planning, economic analyses, computer engineering, and technical training for staff and appointed officials.

Proposed contract shall run to **December 31, 2026** with two (2), one-year extension at the UG's sole discretion.

In responding to this notice, consultants should know that they are expected to take a strong and comprehensive approach to project budgets and schedules. Firms are expected to know the risks, on projects for which they are selected, that can lead to delays and funding overruns and take firm and aggressive measures to avoid them. If items are required that are outside of the negotiated scope, the project manager must nevertheless be intimately aware of the issue, press

negotiated scope, the project manager must nevertheless be intimately aware of the issue, press for resolution, and offer new solutions if items are lingering. Cost estimates must be inclusive of and account for all factors that involve expense, even those outside a consultant's traditional sphere. Consultant must know where the funding is coming from and how the funding organization and the UG each manage budgets and funds. Consultants are leaders of team and must be able to communicate with a broad array of other entities to keep projects in line. Consultants should be problem solvers who offer reasonable and smart solutions to problems that arise.

The assignments on this on-call contract will be authorized by means of individual purchase orders with description of project scope. CMIP numbers may vary according to the assignment and fund source for that assignment. There is no fixed amount of annual work.

Agreements with multiple consultants are anticipated to obtain the appropriate breadth of experience. The use of these agreements will not preclude the UG from doing separate consultant selections on projects.



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FORMAT OF SUBMITTALS

Engineering, Architecture, Planning and Related On-Call Services

Submittals shall be turned in at the date, time and location specified in the Request for Qualifications and shall be clearly marked "ENGINEERING, ARCHITECTURE, PLANNING, URBAN DESIGN AND RELATED ON-CALL SERVICES". Submissions shall include the following and be in the following format:

- I. A General Section Submission
 - A. The general section shall contain:
 1. a letter of interest
 2. a brief description of the firm / statements of qualifications containing:
 - a) the size of firm's various divisions
 - b) headquarters location
 - c) corporate structure size
 - d) location and history of firm's Kansas City regional office
 - e) general project approach
 - a. project management approach
 - b. quality assurance programs
 - c. responsiveness to the client
 - d. innovation in project approach
 - f) previous experience with the UG
 - g) references of other on-call contracts
 - h) any exceptions proposed to the UG's standard professional services agreement
 - B. The general section shall be limited to a length of 12 pages. The firm shall not feel the need to fill all 12 pages, if not necessary.
 - C. The submission of the general section shall contain one hard copy and a Flash Drive of all information in .pdf format.
- II. Technical Discipline Submissions
 - A. A submission for each technical discipline for which a firm is applying. Submissions shall include:
 1. Resumes of key personnel within the category
 2. Total number of registered professionals and technicians employed in the category
 3. Sample projects with references

4. Innovative approaches to subject area

- B. For each technical discipline the submission shall be limited to a length of 4 pages not including section dividers. The firm shall not feel the need to fill all 4 pages, if not necessary.
- C. The submission of each technical discipline for which proficiency is claimed shall contain a Flash Drive of all information in .pdf format. Each discipline shall have separate .pdf files; however, they may be included on the same Flash Drive.

III. A sealed envelope containing Hourly Rate Schedules.

IV. The naming convention for each .pdf file shall be the following:

- a 2 digit ordinal to match the printing order, space, title of section either “general” or the name of the technical discipline used in the Consultant Utilization Plan, space name of firm.
Example: “01 Structural Engineering ABC Consultants Inc.”
Example: “02 Storm Sewer ABC Consultant Inc.”



DEPARTMENT OF PROCUREMENT & CONTRACT COMPLIANCE

SUPPLIER CERTIFICATION REGARDING DEBARMENT AND/OR SUSPENSION

This certification needs to be completed by all Unified Government Suppliers who are fulfilling a single procurement in excess of \$50,000. Please complete, sign, and submit the form to the Unified Government Procurement Department (address at the bottom):

1. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - a. The Offeror and/or any of its Principals:
 - i. _____ Are _____ Are not
Presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - ii. _____ Have _____ Have not
Within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract: violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - iii. _____ Are _____ Are not
Presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in section (1)(a)(ii) of this provision; and
 - iv. _____ Have _____ Have not
Within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
2. "Principals," for the purpose of this certification, means officer; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution.
3. The Offeror shall provide immediate written notice to the Procurement Department if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
4. A certification that any of the items in this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Unified Government Procurement Department may render the Offeror non-responsive;

5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings; and
6. The certification of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Unified Government Procurement Department may terminate the contract resulting from this solicitation for default.

Authorized Supplier Representative

Name (typed)

Signature

Title

Date

Company

Project

For Office Use Only: Bid _____ **RFP** _____ **P.O. #** _____

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") made as of _____, 20__ between the Unified Government of Wyandotte County/Kansas City, Kansas ("Unified Government"), and _____ ("Consultant").

WHEREAS, the Unified Government is in need of professional assistance for **Engineering, Architecture, Planning and Related On-Call Services**, (hereinafter called the "Project"); and

WHEREAS, the Unified Government has utilized the procedures for selection of a consultant found in Chapter 29, §29-153 et seq. of the Code of the Unified Government of Wyandotte County/Kansas City, Kansas, and 2 CFR 200.317 through 200.327 of the Code of Federal Regulations in this consultant selection process; and

WHEREAS, the Consultant represents that he has sufficient experience and qualified personnel to perform, and the Unified Government desires the Consultant to perform, the professional services herein described; and

WHEREAS, the Unified Government has determined that, of those who responded to the Unified Government's solicitation, the Consultant is the best qualified to provide the professional services described herein.

NOW, THEREFORE, the Unified Government and the Consultant, in consideration of their mutual covenants herein, agree in respect to the performance of professional services by the Consultant and the payment for those services by the Unified Government as set forth below.

ARTICLE I **Scope of Services**

The Consultant shall provide the Unified Government professional services listed in Exhibit A: Basic Services and Related Matters, attached and made part of this Agreement.

During the term of this agreement, the Unified Government may identify specific engineering and related assignments that require the services of the Consultant. At the Unified Government's request, the Consultant shall submit a written scope of proposed work including an estimate of proposed costs for the time for performance of such proposed work. The issuance of a purchase order by the Unified Government will constitute the Notice to Proceed on such assignment. No scope of work shall be effective, nor shall compensation be paid except based on such purchase order.

ARTICLE II

Compensation

The Unified Government shall pay the Consultant for services performed, as outlined in Article I, at an hourly rate plus the actual cost of reimbursable expenses. Hourly rates shall include salary, benefits, overhead and profit due to the Consultant. Total compensation for hourly costs and reimbursable expenses shall not exceed the maximum hourly billing rates listed in Exhibit C: Hourly Rates. Exhibit C is attached and made part of this Agreement.

Reimbursable expenses shall mean the actual expenses incurred by the Consultant in connection with the Project, including but not limited to fees of the Consultant's independent professional consultants and travel and subsistence for out-of-town project team members pursuant to the Unified Government's Human Resources Guide regarding policy on travel. Unless otherwise agreed to on a project-by-project basis, all other expenses including vehicle mileage, local and long-distance telephone, fax, cell phones, printing, reproductions, computer use, photographs, video, software use, postage, delivery, contract accounting, and miscellaneous shall be included in the hourly labor rates and shall not be billed or reimbursed separately.

At monthly intervals, the Consultant shall submit to the Unified Government a certified invoice for allowable costs incurred in the performance of this Agreement during the month. The Unified Government shall pay the Consultant within thirty days after approval of such invoice and after approval by the Unified Government of any required design, drawings, and report.

ARTICLE III

Time

The terms of this agreement shall remain in force until December 31, 2027. This agreement may be extended for up to two (2), one-year periods at the sole option of the Unified Government. The Consultant agrees to complete the services outlined in each proposed assignment within the times listed in the proposal for such assignment. In the absence of written directions to the contrary, receipt of the purchase order shall be the Consultant's Notice to Proceed for the Project. The proposed Project time shall include reasonable review time by the Unified Government, and other governmental agencies.

Solely at the discretion of the Unified Government, an extension in time may be granted to the Consultant for delays recognized by the Unified Government as unavoidable. Consultant may request extension of time stating fully the reasons for such request. Extensions for unavoidable delays shall be made in accordance with Article VI, Section 11.3 herein.

ARTICLE IV
Unified Government's Responsibilities

Unified Government shall do the following in a timely manner so as not to unreasonably delay the services of the Consultant:

1. Provide all requirements for the Project, including design objectives and constraints, capacity and performance requirements, and budgetary limitations.
2. Furnish reports, plans and surveys in its possession that pertain to the Project. Except for reports and surveys prepared specifically for this Project the Consultant shall have an obligation to independently verify the information contained in reports, plans and maps, which are furnished by the Unified Government.
3. Furnish design and construction standards, and the Unified Government's standard construction contract language.
4. Review Consultant's draft submittals.
5. Sign and submit permits required by all applicable regulatory agencies.
6. Attend design review meetings, pre-bid, and preconstruction conferences, and construction meetings.
7. Negotiate and pay for rights of way and easements necessary to complete the project.
8. Advertise the Project for construction bids, distribute bidding documents and receive and open construction bids.
9. Complete the additional responsibilities, if any, listed in Exhibit B "Unified Government's Additional Responsibilities".
10. Identify, in writing, a primary point of contact through whom all communications to the Consultant shall be issued.

ARTICLE V
Consultant's Responsibilities

In addition to the basic services identified in Article I "Scope of Services" the consultant shall do the following:

1. Comply with local, state, and federal rules, regulations and laws pertaining to this Agreement that are applicable at the time the Consultant designs this project.
2. Submit interim drafts and coordinate and attend draft review meetings as needed to meet

project requirements and Unified Government's design standards.

- 3. Immediately upon expiration or termination of the Agreement, return to the Unified Government all studies, maps, and other data furnished to the Consultant by the Unified Government pursuant to this Agreement.
- 4. Maintain insurance throughout the duration of this contract and, upon request of the Unified Government, furnish a certificate of insurance evidencing policy's effective date, type of coverage, and policy limits. The minimum insurance requirements are:

(a) Worker's Compensation and Employer's Liability

Workers' Compensation	Statutory
Employers' Liability	Statutory

(b) Comprehensive Automobile Liability

Bodily Injury	\$500,000 each person
	\$500,000 each accident
Property Damage	\$500,000 each occurrence

(c) Comprehensive General Liability

Bodily Injury	\$1,000,000 each person
	\$1,000,000 each accident
Property Damage	\$1,000,000 each occurrence

(d) Professional Liability Insurance \$1,000,000 each occurrence and in the aggregate

Additional Insured endorsement shall read exactly as follows:

The Unified Government and/or the Board of Public Utilities, in the name of the Unified Government, shall be named as an additional insured with respect to the work performed for the contract(s): **NON N41150 “Engineering, Architecture, Planning and Related On-Call Services.”**

Certificate Holder:

Provide BID, NON, or RFP Number and Title in the “miscellaneous” area of certificate.

Address all certificates to the Unified Government Wyandotte County/Kansas City, Kansas – Department of Procurement and Contract Compliance, 701 N 7th Street – Room 649, Kansas City, KS 66101. Fax 913-573-5444 Office 913-573-5440.

5. Employ qualified persons to efficiently perform the obligations and duties of the Consultant under this Agreement. If the Unified Government directs, the Consultant shall remove from the Project any engineer, architect, surveyor, technician, project manager, geologist, appraiser, or other person employed by the Consultant in connection with the work.

ARTICLE VI

General Provisions

1. **Governing Law and Venue.** The Agreement and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Kansas applicable to contracts made and to be performed wholly within Kansas, without regard to choice or conflict of laws rules. The parties hereto submit to the exclusive jurisdiction of and venue in the state courts located in Wyandotte County, Kansas, or the U.S. District Court, District of Kansas, for purposes of any suit arising hereunder instituted by any party.
2. **Compliance with Law.** Consultant shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this Agreement.
3. **Authority to Contract.** Consultant represents that it possesses legal authority to contract, that it has undertaken any official action required by its governing documents to enter into this Agreement, that its undersigned representative is duly authorized to execute this document on its behalf, that it agrees to be bound by all the provisions of this Agreement, and that the person identified as its official representative is authorized to act on its behalf in the implementation of this Agreement.
4. **Modification of Agreement.** This Agreement may be modified or amended only in writing executed by both parties and will be subject to renegotiation in the event of changes to applicable law, rules, or regulations affecting the subject matter of this Agreement.
5. **Cash Basis Law.** This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101

et seq. and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government. This Agreement shall be construed and interpreted so as to ensure that the Unified Government shall at all times stay in conformity with such laws and, as a condition of this Agreement, the Unified Government reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of such law. The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year or (b) funds made available from any lawfully operated revenue producing source.

6. **Payment of Taxes.** The Unified Government shall not be responsible for, nor indemnify Consultant for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement. If applicable, Consultant shall pay the Unified Government occupation tax prior to execution of the Agreement.
7. **Licenses and Permits.** Consultant shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state, or local authority for carrying out this Agreement. Consultant shall notify the Unified Government immediately if any required license, permit, bond, or insurance is cancelled, suspended, or is otherwise ineffective.

Such cancellation, suspension, or other ineffectiveness may form the basis for immediate termination by the Unified Government in its discretion.

8. **Independent Contractor Relation.** The parties agree that the legal relationship between them is of a contractual nature. Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement.

Nothing in this Agreement shall create any right or remedies in any third party. The parties agree that no persons supplied by the Consultant are employees of the Unified Government and that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Unified Government shall not be responsible for withholding of social security, workers compensation insurance, unemployment compensation, bonuses, retirement benefits, other benefits, and any taxes and premiums from any payments made by the Unified Government to Consultant.

9. **Contract Personnel.** Any change in key personnel must be approved, in advance and in writing, by the Unified Government. Consultant shall notify the Unified Government of impending change in key personnel at least ten days before such change. Personnel changes that are not approved by the Unified Government may be grounds for termination of this Agreement.
10. **Ownership of Information.** All drawings, specifications, renderings and models and other design work (including CAD and electronic files) prepared the Project, including all copyrights thereto, are the property of the Unified Government whether the Project is executed or not,

and shall not be used by any person other than the Unified Government on projects other than the Project unless expressly authorized in writing by Unified Government. Without limitation, the Unified Government may use all drawings, specifications, renderings and models and other design work (including CAD and electronic files) prepared for the Project, including the ideas and designs contained therein in connection with the further design, construction, use, maintenance, repair, and occupancy of the Project, and in connection with additions, alterations, or future construction to the Project. The Consultant specifically agrees to incorporate the provisions of this paragraph in all contracts for the services of its Subconsultant. All drawings, specifications and other documents and copies furnished to Consultant by the Unified Government are for use solely with respect to this Project. They are not to be used by the Consultant or any Subconsultant on other projects or for additions to this Project outside the scope of the work without the specific written consent of the Unified Government. Subconsultants hired to perform work on this Project are granted a limited license to use and reproduce applicable portions of the drawings, specifications, and other documents to and for use in the execution of their work under this Contract. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project shall not be construed to be a publication or derogation of the rights of the Unified Government, the Consultant, or any Subconsultant with respect to such drawings, specifications, and other documents. Provisions of this paragraph shall survive termination and/or completion of this Contract. All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced by Consultant in connection with the work pursuant to this Agreement, shall be in the Unified Government.

11. **Termination for Default.**

11.1 **Default.** If the Consultant refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the Procurement Officer may notify the Consultant in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the Consultant's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

11.2 **Compensation.** The Unified Government shall pay the Consultant the costs and expenses and reasonable profit for services performed by the Consultant prior to receipt of the notice of termination; however, the Unified Government may withhold from amounts due the Consultant such sums as the Procurement Officer deems to be necessary to protect the Unified Government against loss caused by the Consultant because of the default.

11.3 **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, the Consultant shall not be in default by reason of any failure in performance of this contract in accordance with its terms if the Consultant has notified the Procurement Officer within 15 days after the cause of the delay and the failure arises out of causes such as, acts of God; acts of the public enemy; acts of terrorism; acts of the Unified

Government and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of the causes set forth above, the Consultant shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Consultant to meet the terms of the Agreement. Upon request of the Consultant, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Consultant's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly, subject to the rights of the Unified Government under the clause entitled "Termination for Convenience".

11.4 Erroneous Termination for Default. If, after notice of termination of the Consultant's right to proceed under the provisions of this Section, it is determined for any reason that the Consultant was not in default under the provisions of this Section, and both the Unified Government and the Consultant agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued. Otherwise, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.

11.5 Breach of Contract. The following acts committed by Consultant will constitute a substantial breach of the Agreement and may result in termination of the Agreement.

- (a) If Consultant is adjudged bankrupt or insolvent;
- (b) If Consultant makes a general assignment for the benefit of its creditors
- (c) If a trustee or receiver is appointed for Consultant or any of its property;
- (d) If Consultant files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
- (e) If Consultant repeatedly fails to supply sufficient services;
- (f) If Consultant disregards the authority of the Procurement Officer;
- (g) Acts other than those specified may constitute substantial breach of this Agreement.

12. **Termination for Convenience.**

12.1 Termination. The Procurement Officer may, when the interests of the Unified Government so require, terminate this Agreement in whole or in part, for the convenience of the Unified Government. The Procurement Officer shall give written notice of the termination to the Consultant specifying the part of the Agreement terminated and when termination becomes effective.

12.2 Consultant's Obligations. The Consultant shall incur no further obligations in connection with the terminated services and on the date set in the notice of termination the Consultant will stop

work to the extent specified.

12.3 **Compensation.** The Procurement Officer shall pay the Consultant the following amounts:

- (a) All costs and expenses incurred by the Consultant for work accepted by the Unified Government but performed by Consultant prior to the Consultant's receipt of the notice of termination, plus a reasonable profit for said work.
- (b) All costs and expenses incurred by the Consultant for work not yet accepted by the Unified Government but performed by the Consultant prior to receipt of the notice of termination, plus a reasonable profit for said work.

Anticipatory profit for work and service not performed by the Consultant shall not be allowed.

13. **Disputes.**

- 13.1 All controversies between the Unified Government and the Consultant which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within 30 days after a written request by the Consultant for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within 30 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Consultant may proceed as if an adverse decision had been received.
- 13.2 The Procurement Officer shall immediately furnish a copy of the decision to the Consultant by certified mail, return receipt requested, or by any other method that provides evidence of receipt.
- 13.3 Any such decision shall be final and conclusive, unless fraudulent, or the Consultant brings an action seeking judicial review of the decision in the Wyandotte County District Court.
- 13.4 The Consultant shall comply with any decision of the Procurement Officer and proceed diligently with performance of this Agreement pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of the Agreement by the Unified Government, provided, however, that in any event the Consultant shall proceed diligently with the performance of the Agreement where the Purchasing Director has made a written determination that continuation of work under the Agreement is essential to the public health and safety.
- 13.5 Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Unified Government has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of any contingency. Further, the Unified Government shall not agree to pay attorney fees and late payment charges.

14. **Representations.** The Consultant certifies that:

- 14.1 The price submitted is independently arrived at without collusion.
- 14.2 The Consultant has not knowingly influenced and promises that it will not knowingly influence a

Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Chapter 29 (Procurement Code), Article XII of the Unified Government of Wyandotte County and Kansas City, Kansas Code of Ordinances (Code of Ordinances).

- 14.3 The Consultant has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §29-635 (Gratuities and Kickbacks) of the Procurement Code.
- 14.4 The Consultant represents that it has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
15. **Discrimination in Delivery of Services Prohibited.** During the performance of this Agreement, Consultant shall deny none of the benefits or services of the program to any eligible participant on the basis of race, religion, color, sex, disability, age, national origin, or ancestry.
16. **Equal Employment Opportunity.** During the performance of this Agreement, the Consultant agrees as follows:
 - 16.1 The Consultant will observe the provisions of the Kansas Act Against Discrimination, K.S.A. 44-1001 *et seq.* and any subsequent amendments, and will not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, age, national origin, or ancestry.
 - 16.2 The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, disability, age, national origin, or ancestry. Such action shall include, but not be limited, to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - 16.3 The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.
 - 16.4 The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subconsultant.
 - 16.5 The Consultant shall assure that it and all subconsultants will implement the certificate of compliance in connection with this Agreement.

- 16.6 If the Consultant fails, refuses or neglects to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and this Agreement may be terminated, canceled, or suspended, in whole or in part, and the Consultant may be declared ineligible for any further Unified Government contract for a period of up to one year. Provided that, if a contract is terminated, canceled, or suspended for failure to comply with this section, the Consultant shall have no claims for damages against the Unified Government on account of such termination, cancellation or suspension or declaration of ineligibility.
- 16.7 The Consultant shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with the Kansas Act Against Discrimination. Such records shall at all times remain open to inspection by the Human Rights Commission or by the Unified Government.
- 16.8 The Consultant, in carrying out this Agreement, shall also comply with all other applicable existing federal, state, and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made part of this Agreement.
17. **Availability of Records and Audit.** Consultant agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. During the specified record retention period, the Consultant agrees to make available at the Unified Government offices any records for inspection, audit, or reproduction by any authorized representative of the Unified Government. Except for documentary evidence delivered to the offices of the Unified Government, Consultant shall preserve and make available to persons designated by the Unified Government its records for a period of three years from the date of final payment under the Agreement, as required under 2 CFR §200.334, or until all audit questions have been resolved, whichever period is longer.
18. **Assignment.** Neither the Consultant nor the Unified Government shall sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.
19. **Waiver of Breach.** The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by such party.
20. **Severability.** If a court of competent jurisdiction declares any part of this Agreement to be invalid, the balance of the agreement will remain valid and enforceable.
21. **Indemnification.** Consultant shall indemnify and hold the Unified Government of Wyandotte County/Kansas City, Kansas and its employees harmless arising from and against damages, liabilities, losses, and costs, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts, errors or omissions of the Consultant, or of those for whom the Consultant is legally liable, which arise out of the Consultant's performance

of its professional services under this Agreement.

22. **Disclaimer of Liability.** The Unified Government shall not hold harmless or indemnify the Consultant for any liability whatsoever.
23. **No Limit of Liability.** Nothing in this Agreement shall be construed to limit the Consultant's liability to the Unified Government as such liability may exist by or under operation of law.
24. **Binding on Successors.** The Unified Government and the Consultant each is hereby bound, and the partners, successors, administrators and legal representatives of the Unified Government and the Consultant are hereby bound, to the other party in respect of all covenants and obligations of this agreement.
25. **Entire Agreement.** This Agreement and its attachments set forth the parties' entire agreement. Neither party has made any oral or side agreements or representations not contained in this Agreement. This is a legal document and not a mere recital and is binding upon the parties, their representatives, and successors in interest.

ARTICLE VII

Exhibits

The following Exhibits are attached to and made a part of this agreement:

- 1. Exhibit A. "Basic Services and Related Matters"
- 2. Exhibit B. "Unified Government's Additional Responsibilities"
- 3. Exhibit C. "Hourly Rate Schedule"

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

Recommended for approval by: _____
Engineering Department

Approved as to form by: _____
Legal Department

**Unified Government of Wyandotte
County/Kansas City, Kansas**

By: _____
County Administrator

Attest: _____
City Clerk

Consultant:

Consultant Name and Address

By: _____

Attest: _____

Title: _____

Title _____

Exhibit A: Basic Services and Related Matters

Scope of work, compensation and contract time:

Multiple separate assignments are anticipated under this Agreement. Each assignment will be authorized by means of an individual purchase order. For each assignment, the consultant shall prepare a proposal including a detailed scope of work, a list of deliverable products, a not-to-exceed fee estimate based on the hourly rate schedule and including reimbursable expenses, and the time within which the assignment is to be completed.

Services will be requested by the Unified Government on an as-needed basis. There is no fixed amount of annual work or fixed limit for individual assignments. CMIP budget identifiers and fund sources may vary according to the assignment.

Individual assignments may include any engineering, architecture, urban planning, material testing, or related technical service involving the design, management, planning, inspection, maintenance, rehabilitation, extension, upgrade, or regulation for the use of infrastructure systems managed by the Unified Government's Public Works, Parks & Recreation, and Urban Planning Departments. These areas of assignments include:

- Roadway and Street Design
- Structural Engineering
- Traffic Engineering & Transportation Planning
- Advanced Traffic management Systems
- Environmental Compliance
- Stormwater Management
- Sanitary Sewer Collections
- Wastewater Treatment
- Geotechnical Engineering
- Material Testing
- Construction Inspection
- Surveying
- Asset Management
- Architecture/MEP
- Landscape Architecture
- Parks & Recreation
- Urban Planning/Land Planning
- Marketing Communications
- Other Technical Areas
 - Easement, Appraisals & Land Acquisition
 - Land Use Planning Attorney
 - Technical Writing
 - Grant writing
 - Standard Details & Specifications

Assignments for the various elements of the infrastructure systems may include the provision of:

- System inventories, asset management systems, using both GIS and traditional databases
- Master planning, program development, service demand projections, studies and reports
- Engineering design data, investigation, minor surveying, traffic counts, engineering field reconnaissance
- Schematic design, design development or design memorandum
- Utility engineering and coordination
- Engineering design and construction documents, easement descriptions
- Construction inspection, field engineering and construction administration
- Compliance efforts associated with federal and state mandates (KDOT, KDHE, AASTO, EPA, etc.)
- Compliance efforts associated with state and federal funding (grants, SRF, etc.)
- Workshops, public outreach, briefings to elected and appointed officials
- Technical writing, regulations, specifications, design guidelines, permit systems
- Drafting services, photo documentation, preparation of presentation boards and models
- Review of private land development plans
- Defendant's expert witness in lawsuits against the Unified Government
- Other services to support the duties and functions of the Unified Government Public Works Department

Exhibit A: Basic Services and Related Matters (Cont.)

Other terms:

All invoices under this Agreement shall reference both this on-call agreement and the title associated with the specific assignment.

Hourly billing rates may be adjusted annually. Adjusted billing rates submitted shall show the percentage increase over the previous year's billing rate and shall be in line with the Consumer Price Index (CPI).

Limits and coordination with other on-call contracts:

The Unified Government intends to enter into on-call service agreements with multiple consultants. Distribution of the work will be based on the demands of the individual assignments. No representation is made regarding an even distribution of the work among the multiple on-call consultants.

Exhibit B: Unified Government's Additional Responsibilities

Not Used

Exhibit C: Hourly Rate Schedule

PERSONNEL CLASSIFICATION	Maximum Hourly Billing Rate
Principal/Associate/Contract Manager	
Project Manager (Approx. 15+ years of experience)	
Project Engineer/Team Leader (Approx. 8-15 years of experience)	
Senior Process/Environmental Specialist/Civil	
Registered Process/Environmental/Civil Design Engineer	
Engineer-In-Training	
Senior Mechanical/HVAC/Hydraulics/Pump Engineer	
Mechanical Engineer/Designer	
Senior Structural/Architect	
Structural/Architect Designer	
Senior Electrical/I&C	
Electrical/I&C Designer	
CADD Manager/Senior Technician	
CADD/Technician/Drafter	
O&M/Start-up/Training Specialist	
Estimator	
Constructability/Quality Control	
Resident Engineer/Field Inspector	
Clerk/Typist/Secretary	

SERVICES RELATED DIRECT EXPENSES

The following shall be billed and reimbursed at net cost:

1. Sub-consultant contracts.
2. Travel and subsistence for out-of-town project team members negotiated on a project-by-project basis.

Unless otherwise agreed to, all other expenses including local vehicle mileage, local and long-distance telephone, fax, cell phones, printing, reproduction, computer use, photographs, video, software use, postage, delivery, contract accounting, and miscellaneous shall be included in the hourly labor rates above and shall not be billed or reimbursed separately. Permitted reimbursable expenses may be negotiated on a project-by-project basis as deemed warranted by the Unified Government.