



## CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

806 N 2nd Avenue

Dodge City, KS

Monday, October 20, 2025

7:00 p.m.

**MEETING # 5322**

**CALL TO ORDER**

**ROLL CALL**

**INVOCATION BY**

**PLEDGE OF ALLEGIANCE**

**PUBLIC HEARING**

Grant Application for Construction of New Play Ground at Thurow Park

**APPROVAL OF AGENDA**

**PETITIONS & PROCLAMATIONS**

**VISITORS** (Limit of five minutes per individual and fifteen minutes per topic. Final action may be deferred until the next City Commission meeting unless an emergency situation does exist).

**CONSENT CALENDAR**

1. Approval of Executive Session Minutes, October 6, 2025.
2. Approval of Study Session Minutes, October 6, 2025.
3. Approval of City Commission Meeting Minutes, October 6, 2025.
4. Approval of Special City Commission Meeting Minutes, October 8, 2025.
5. Appropriation, Ordinance No.20, October 20, 2025.
6. Approval of Quit Claim Deed to Community Housing Association of Dodge City.

## **ORDINANCES & RESOLUTIONS**

**Ordinance No. 3839:** An Ordinance Annexing to the City of Dodge City the Described Property, in Accordance with K.S.A. 12-520c and All Amendments Thereto. Report by Nathan Littrell, Planning and Zoning Administrator.

## **UNFINISHED BUSINESS**

### **NEW BUSINESS**

1. Approval of 2024 Audit Financial Statements. Report by Nicole May, Finance Director.
2. Approval of the St. Mary of the Plains Alumni Board's Spirit of Place Project. Report by Daniel Cecil & Assistant City Manager, Melissa McCoy.
3. Approval of Amendment #5 to the Jacobs Agreement for Operations, Maintenance, and Services for Calendar Year 2026. Report by Ray Slattery, Director of Engineering.
4. Approval of Consulting Service Agreement for the Design of 6th Avenue (Comanche St. to Soule St.) & Soule St. (Manor Dr. to 1st Ave). Report by Ray Slattery, Director of Engineering.
5. Approve Change Order #1 to 2025 Asphalt Mill & Inlay to Extend Quantities to Include Additional Street Sections. Report by Tanner Tutschman, City Engineer.
6. Approve the Letter Agreement for Professional Services and Scope of Services for the Traffic Signal Design at the Wyatt Earp Blvd. and Underpass Road Intersection. Report by Ray Slattery, Director of Engineering.

## **OTHER BUSINESS**

## **STAFF REPORTS**

## **ADJOURNMENT**



## SPECIAL CITY COMMISSION MEETING MINUTES

City Hall Commissioner Chambers

806 N. 2nd Avenue

Monday, October 6, 2025

6:00 p.m.

### CALL TO ORDER

**ROLL CALL** Mayor Jeff Reinert, Commissioners Daniel Pogue, Rick Sowers, Chuck Taylor, Michael Burns are present.

### EXECUTIVE SESSION

At 6:00 pm Commissioner Daniel Pogue made a motion that the Commission recess into executive session pursuant to the exception found in K.S.A. 75-4319(b)( 2), justification to close the meeting is to consult with attorney on matters privileged in an attorney/client relationship. The open meeting will resume in the city commissioner chambers in 30 minutes at 6:30 pm. The meeting will include the Commissioners, Jeff Reinert, Daniel Pogue, Rick Sowers, Michael Burns, City Manager Nick Hernandez, City Attorney, Paige Gilmore and JoAnn Knight, Executive Director of Dodge City/Ford County Development Corporation. The Commission will not take action upon returning to open session and prior to adjournment. Commissioner Michael Burns seconded the motion. The motion carried 5 - 0.

The open meeting was reconvened at 6:30 pm.

### ADJOURNMENT

Commissioner Michael Burns made a motion to adjourn the meeting. Commissioner Chuck Taylor seconded the motion. The motion carried 5 - 0.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



## CITY COMMISSION STUDY SESSION MINUTES

City Hall Commission Chambers

806 N 2nd Avenue

Dodge City, KS

Monday, October 6, 2025

6:30 p.m.

### CALL TO ORDER

### STUDY SESSION

Josh Adams, Director of Development Services gave an update and presentation on Inspections and Development Service Department.

### ADJOURNMENT

Commissioner Daniel Pogue made a motion to adjourn the study session. Commissioner Michael Burns seconded the motion. The motion carried 5 - 0.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



## CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Dodge City, KS

Monday, October 6, 2025

7:00 p.m.

**MEETING # 5321**

### **CALL TO ORDER**

**ROLL CALL** Mayor Jeff Reinert, Commissioners Daniel Pogue, Chuck Taylor, Rick Sowers, Michael Burns are present

### **INVOCATION BY**

### **PLEDGE OF ALLEGIANCE**

### **APPROVAL OF AGENDA**

Commissioner Michael Burns made a motion to approve the agenda as presented. Commissioner Daniel Pogue seconded the motion. The motion carried 5 - 0.

### **PETITIONS & PROCLAMATIONS**

Mayor Jeff Reinert read the Disability Employment Awareness Month Proclamation and proclaimed the month of October 2025 as the 80th anniversary of Disability Employment Awareness Month And encouraged all citizens of the City of Dodge City to work together to advance the message that people with disabilities are equal to the task. The City of Dodge City is dedicated to fostering equal access and remains committed to the full inclusion of people with disabilities.

**VISITORS** (Limit of five minutes per individual and fifteen minutes per topic. Final action may be deferred until the next City Commission meeting unless an emergency situation does exist).

Phil Hansaker spoke on Disability and the importance of opportunity access and respect for individuals with disabilities.

### **CONSENT CALENDAR**

1. Approval of Study Session Minutes, September 15, 2025.
2. Approval of City Commission Meeting Minutes, September 15, 2025.
3. Approval of Special City Commission Meeting Minutes, September 22, 2025.
4. Appropriation, Ordinance No.19, October 6, 2025.

5. Approve the Purchase Prices for the Temporary Construction Easements and Right-of-Way for N. bound 14<sup>th</sup> Avenue Bridge Replacement.

Commissioner Chuck Taylor made a motion to approve the consent calendar as presented. Commissioner Rick Sowers seconded the motion. The motion carried 5 - 0.

## **ORDINANCES & RESOLUTIONS**

### **UNFINISHED BUSINESSES**

### **NEW BUSINESS**

1. Commissioner Daniel Pogue moved to approve Change Order #3 for United Village Subdivision infrastructure in the amount of \$232,350.79. Commissioner Rick Sowers seconded the motion. The motion carried 5 - 0.
2. Commissioner Michael Burns moved to approve Change Order #1 for Legends Park parking lot repairs in the amount of \$13,081.52 and #2 to extend the quantities to cover paving at Optimist Park and Linn School in the amount of \$36,744.29. Commissioner Chuck Taylor seconded the motion. The motion carried 5 - 0.
3. Commissioner Chuck Taylor moved to approve the Design Agreement with PEC in the amount of \$31,900 for Traffic Signal Improvements, US-50, Comanche Street, Central Avenue and 1<sup>st</sup> Avenue Signals. Commissioner Daniel Pogue seconded the motion. The motion carried 5 - 0.
4. Commissioner Daniel Pogue moved to approve Addendum #3 of the Consulting Service Agreement with Olsson in the amount of \$42,358 for Trail Street Design Phase 2. Commissioner Rick seconded the motion. The motion carried 5 - 0.
5. Commissioner Rick Sowers moved to approve the quote from Layne Christensen Co. in the amount of \$43,524 to reline the well casing at Well No. 10. Commissioner Chuck Taylor seconded the motion. The motion carried 5 - 0.
6. Commissioner Michael Burns moved to approve the Change Orders No. 24 and 25 of FAA Grant 39/40/42 for the Airport Terminal Expansion and Remodel Project. Commissioner Daniel Pogue seconded the motion. The motion carried 5 - 0.
7. Commissioner Michael Burns moved to approve the proposal from GeoStabilization International and authorize the city manager to execute the agreement upon legal counsel review and an amount not to exceed \$1,880,132.26 for the repair of existing void and ground improvement in and around Anaerobic

and Aerobic #4 at the Wastewater Treatment Plant. Commissioner Chuck Taylor seconded the motion. The motion carried 5 - 0.

8. Commissioner Michael Burns moved to approve the proposal from Croell to provide the bulk fill grout for the repair of the void in and around Anaerobic #4 in the amount not to exceed \$1,157,700. Commissioner Rick Sowers seconded the motion. The motion carried 5 - 0.
9. Commissioner Rick Sowers moved to approve to purchase Snowplows from American Implement in the amount of \$40,500 for Athletic Field Maintenance Department. Commissioner Daniel Pogue seconded the motion. The motion carried 5 - 0.
10. Commissioner Daniel Pogue moved to approve the bid from Cox Painting in the amount of \$33,360 for Legends Park Building Painting Project. Commissioner Chuck Taylor seconded the motion. The motion carried 5 - 0.
11. Commissioner Chuck Taylor moved to approve the purchase of two new trucks for the Athletic Field Maintenance Department. Commissioner Rick Sowers seconded the motion. The motion carried 5 - 0.

#### **OTHER BUSINESS**

#### **STAFF REPORTS**

#### **ADJOURNMENT**

Commissioner Chuck Taylor made a motion to adjourn the meeting. Commissioner Daniel Pogue seconded the motion. The motion carried 5 - 0.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



## SPECIAL CITY COMMISSION MEETING MINUTES

ZOOM

Wednesday, October 8, 2025

7:30 a.m.

### CALL TO ORDER

**ROLL CALL** Mayor Jeff Reinert, Commissioners Daniel Pogue, Rick Sowers, Chuck Taylor, Michael Burns are present.

Commissioner Michael Burns made a motion to contribute up to \$50,000 for Phase 1 of the Front Street Replacement Project to be Disbursed to the Boot Hill Museum out of the Transient Guest Tax Fund. Commissioner Rick Sowers seconded the motion. The motion carried 5 - 0.

### ADJOURNMENT

Commissioner Rick Sowers made a motion to adjourn the meeting. Commissioner Chuck Taylor seconded the motion. The motion carried 5 - 0.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



# Memorandum

**To:** Nick Hernandez, City Manager and City Commissioners  
**From:** Mollea Wainscott, Assistant Director of Economic Development  
**Date:** October 20, 2025  
**Subject:** Donation of lots  
**Agenda Item:** New Business

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**Recommendation:** Staff recommends donating one vacant lot to the Community Housing Association of Dodge City for housing developments.

**Background:** The City of Dodge City owns property located at 1409 Cedar. The vacant property is underutilized. The Community Housing Association of Dodge City (CHAD) operates the Abandoned Housing Program and would like to build a new duplex on the lot with the Dodge City Community College Building Trades Program. The homes will then be sold to moderate-income families.

**Justification:** Housing continues to be a constant challenge in the Dodge City area. The Abandoned Housing Program has been successful in creating new housing and rehabilitating vacant housing throughout Dodge City while training our future workforce.

**Financial Considerations:** None

**Purpose/Mission:** To provide adequate housing in order for the City to accommodate present and future growth.

**Legal Considerations:** None

**Attachments:** Deed

**QUIT CLAIM DEED  
(Following Kansas Statutory Form)**

City of Dodge City, Kansas

QUIT CLAIM TO

Community Housing Association of Dodge City, Inc

all the following described REAL ESTATE in the County of Ford, and the State of KANSAS, to-wit:

Lot Ten (10), Block Three (3), Thurow Addition, an addition to the City of Dodge City, Kansas, Ford County, Kansas according to the recorded plat thereof.

FOR: TITLE CLEARANCE

Dated:

City of Dodge City, Kansas

\_\_\_\_\_  
Jeff Reinert, Mayor

STATE OF KANSAS, COUNTY OF FORD

But it be REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2025 before me the undersigned, a Notary Public in and for the County and State aforesaid, came Jeff Reinert, Mayor for the City of Dodge City, Kansas.

WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

\_\_\_\_\_

Term expires:

Notary Public:



# Memorandum

**To:** Nick Hernandez, City Manager and City Commissioners

**From:** Nathan Littrell, Planning & Zoning Administrator

**Date:** October 20, 2025

**Subject:** Ord. No. 3839

**Agenda Item:** Ordinances and Resolutions

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**Purpose:** This ordinance is for an annexation of property that will allow for future development.

**Recommendation:** It is City Staff's recommendation to approve this annexation ordinance.

**Background:** This property proposed for annexation is owned by the City of Dodge City, is currently vacant and is outside the City limits. The City is intending to sell this property for development. As owners of the property, the City can consent to annexation. Since this property is located in the same county as the City, but not adjacent to the primary City boundary, in accordance with K.S.A. 12-520c, the board of County Commissioners, 2-0 voted on March 17, 2025, and found that the annexation of the land will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within the County.

**City Commission Options:**

1. Approve
2. Disapprove
3. Table for further discussion

**Financial Considerations:** None

**Legal Considerations:** None

**Mission/Values:** Approving this rezoning ordinance will encourage and support growth and development in our community.

**Attachments:** Ordinance, Map

**Approved for the Agenda by:**

Josh Adams, Development Services Director

ORDINANCE NO. 3839

AN ORDINANCE ANNEXING TO THE CITY OF DODGE CITY THE DESCRIBED PROPERTY, IN ACCORDANCE WITH K.S.A. 12-520c AND ALL AMENDMENTS THERETO.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF DODGE CIY, KANSAS:

SECTION 1: By the virtue of the authority granted by K.S.A. 12-520c and by the conditions listed therein being fulfilled, the following described real property located in Ford County, Kansas is hereby annexed to, and made part of the City of Dodge City:

The Northwest Quarter (NW/4) of Section Twelve (12), Township Twenty-seven (27) South, Range Twenty-five (25) West of the Sixth Principal Meridian, Ford County, Kansas, EXCEPT the following two tracts:

That part of the Northwest and Southwest Quarters (NW/4 and SW/4) of Section Twelve (12), Township Twenty-seven (27) South, Range Twenty-five (25) West of the 6<sup>th</sup> P.M., Ford County, Kansas described as follows: Commencing at the Northwest corner of said Section Twelve (12); Thence on the assumed bearing of South 00°16'20" West along the West line of said Section Twelve (12), for a distance of 1,771.15 feet; Thence on the bearing of South 89°43'40" East for a distance of 40 feet to the East Right of Way line of United States Highway 283 and the POINT OF BEGINNING of the tract to be described; Thence on the bearing of North 89°57'06" East for a distance of 373.20 feet; Thence on the bearing of South 01°52'11" East for a distance of 1,092.07 feet; Thence on the bearing of South 85°56'40" West for a distance of 415.16 feet to the East Right of Way line of United States Highway 283; Thence on the bearing of North 00°16'20" East, along said East Right of Way Line, for a distance of 526.29 feet; Thence on the bearing of South 89°43'40" East, along said East Right of Way line, for a distance of 10.00 feet; Thence on the bearing of North 00°16'20" East along said East Right of Way line, for a distance of 200.00 feet; Thence on the bearing of North 89°43'40" West, along said East Right of Way line, for a distance of 10.00 feet; Thence on the bearing of North 00°16'20" East, along said East Right of Way line, for a distance of 393.26 feet to the POINT OF BEGINNING. Containing 9.94 acres, more or less.

AND

That part of the Northwest Quarter (NW/4) of Section Twelve (12), Township Twenty-Seven (27) South, Range Twenty-five (25) West of the 6<sup>th</sup> P.M., Ford County, Kansas, described as follows: Commencing to the Northwest corner of said Section Twelve (12); thence on the assumed bearing of South 00°16'20" West, along the West line of said Section Twelve (12), for a distance of 1,571.15 feet; Thence on the bearing of South 89°43'40" East for a distance of 40.00 feet of the East Right of Way line of United States Highway 283 and the POINT OF BEGINNING of the tract to be described; thence on the bearing of North 89°57'06" seconds East for a distance of 2,600.43 feet to the East line of said Northwest Quarter (NW/4) (as marked by a ¾ inch pipe with a yellow A to Z LS 1053 cap) said pipe being on the current (but not legal) East line of said quarter, and was set to mark the direction of the last course but not necessarily its endpoint; Thence on the bearing of South 00°07'05" West, along said East line for a distance of 1,086.71 feet to the Southeast corner of said Northwest Quarter (NW/4); Thence on the bearing of North 89°55'41" West, along the South line of said Northwest Quarter (NW/4), for a distance of 2,197.15 feet to the East line of

previously described tract, the deed for which is of record at the Ford County Register of Deeds Office in Deed Book 224 at pages 394 and 395 and the Survey of which is of record in Plat Book "F" at page 28; thence on the bearing of North 01°52'11" West, along said East line, for a distance of 882.54 feet to the Northeast corner of said previously described tract; Thence on the bearing of South 89°57'06" West, along the North line of said previously described tract, for a distance of 373.20 feet to the East Right of Way line of United States Highway 283 and the Northwest corner of said previously described tract; Thence on the bearing of North 00°16'20" East, along said East Right of Way line, for a distance of 200.00 feet to the POINT OF BEGINNING. Containing 56.8 acres, more or less.

And less and except any and all Highway Right of Way.

Except and subject to special assessments, easements, restrictions, and reservations of record.

SECTION 2: The property annexed is currently zoned A, "Agricultural" and will be designated RS, Residential Suburban", in accordance with the Dodge City Zoning Regulations.

SECTION 3: The City Clerk shall file a certified copy of this ordinance with the County Clerk and Register of Deeds of Ford County, pursuant to K.S.A 12-522.

SECTION 4: This ordinance shall take effect, from and following its publication in the official City paper, as provided by law.

PASSED BY THE CITY OF DODGE CITY GOVERNING BODY, IN REGULAR SESSION AND APPROVED BY THE MAYOR, THIS TWENTIETH DAY OF OCTOBER, 2025.

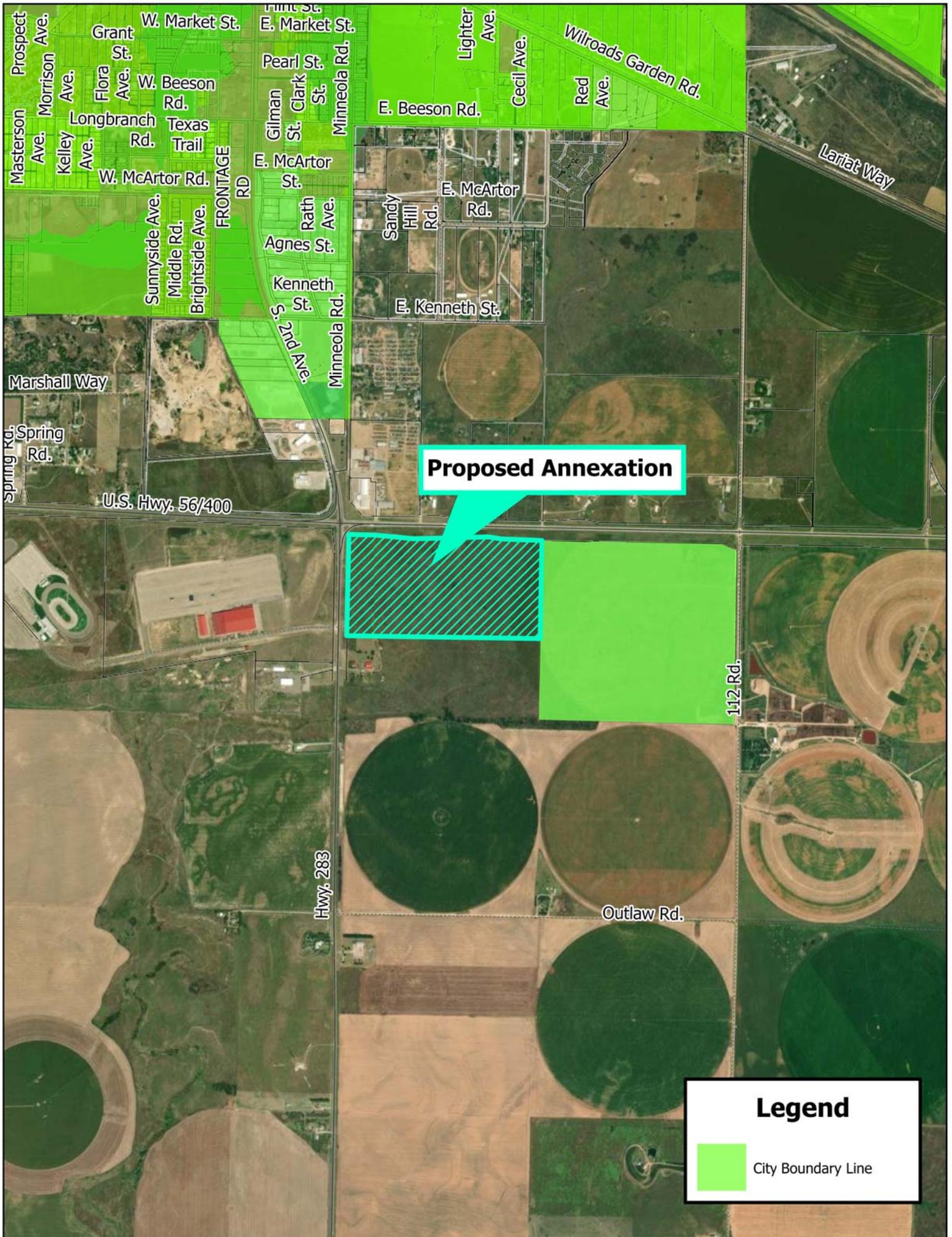
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JEFFREY J. REINERT, MAYOR

ATTEST:

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CONNIE MARQUEZ, CITY CLERK



**Proposed Annexation**

**Legend**

 City Boundary Line



# Memorandum

**To:** Nick Hernandez, City Manager and City Commissioners  
**From:** Nicole May, Finance Director  
**Date:** October 15, 2025  
**Subject:** Acceptance of 2024 Audit Financial Statements  
**Agenda Item:** New Business

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**Purpose:** Annually the City is required to have their financial statements audited.

**Recommendation:** I recommend the City Commission formally accept the 2024 Audited Financial Statements.

**Background:** The 2024 audited financial statements will be presented by John Hendrickson of Kennedy McKee. He will go through the highlights and give the City Commission a chance to ask any questions.

**City Commission Options:**

1. Approve
2. Disapprove
3. Table for further discussion

**Financial Considerations:** The audit is budgeted for annually

Amount \$:

Fund: 001

Dept: 1120

Expense Code: 00111200 420001

Budgeted Expense     Grant     Bonds     Other

**Legal Considerations:** None

**Mission/Values:** We strive for high service standards.

**Attachments:** A hard copy of the audit will be available to each City Commissioner. The PDF version will be on the website.



# Memorandum

**To:** City of Dodge City Commission

**From:** Director of Parks and Recreation, Daniel Cecil & Assistant City Manager, Melissa McCoy

**Date:** October 20, 2025

**Subject:** Approval of the St. Mary of the Plains Alumni Board's Spirit of Place project

**Agenda Item:** New Business

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**Purpose:** The purpose of the Spirit of Place project is to create a gathering space in Dodge City that pays tribute and recognizes the importance and history of the former St. Mary of the Plains Academy, High School and College.

**Recommendation:** Staff recommend approval of St. Mary of the Plains Alumni Board's request to build the Spirit of Place project at the St. Mary's Complex and requests that the City Commission authorize the City Manager to sign a Memorandum of Understanding to establish project responsibilities for each entity.

**Background:** The St. Mary of the Plains Alumni Board determined that it was critical to establish a space for the public to gather, reflect and know about the history of former St. Mary of the Plains Academy, High School and College. Currently, there is no other location in Dodge City that offers this information and since the College closed in 1992 soon there will be limited alumni, faculty and staff left to share the stories of their experiences and the impact that the institution and the people had on their lives.

If approved the project will be located at the entrance of Cavalier Field, along the walking trail and on the west side of the YMCA. The Spirit of Place project will include a water feature in front of the cross and will have limestone benches for seating. There will be pavers for purchase to help raise funds for the project along with other funding initiatives by St. Mary of the Plains Alumni Board.

**City Commission Options:**

1. Approve
2. Disapprove
3. Table for further discussion

**Financial Considerations:** There is no current financial commitment for the City. The St. Mary of the Plains Alumni Board will utilize their existing funds as well as raise funds to build the project. The City may provide in kind work to help rebuild any upgrades to existing sidewalks. The City will also be responsible for the ongoing maintenance for the Spirit of Place project once completed. If additional funds are raised beyond the project costs the City will request that they be set aside to assist with future maintenance.

**Legal Considerations:** City staff will work with the City Attorney and St. Mary of the Plains Alumni Board to develop a Memorandum of Understanding to establish project responsibilities for each entity.

**Mission/Values:** This project supports the City's Core Value of Ongoing Improvement of "Together we value progress, growth and new possibilities by providing and preparing for the community's future."

**Attachments:**

Architectural Layout Plan  
Spirit of Place Site Plans

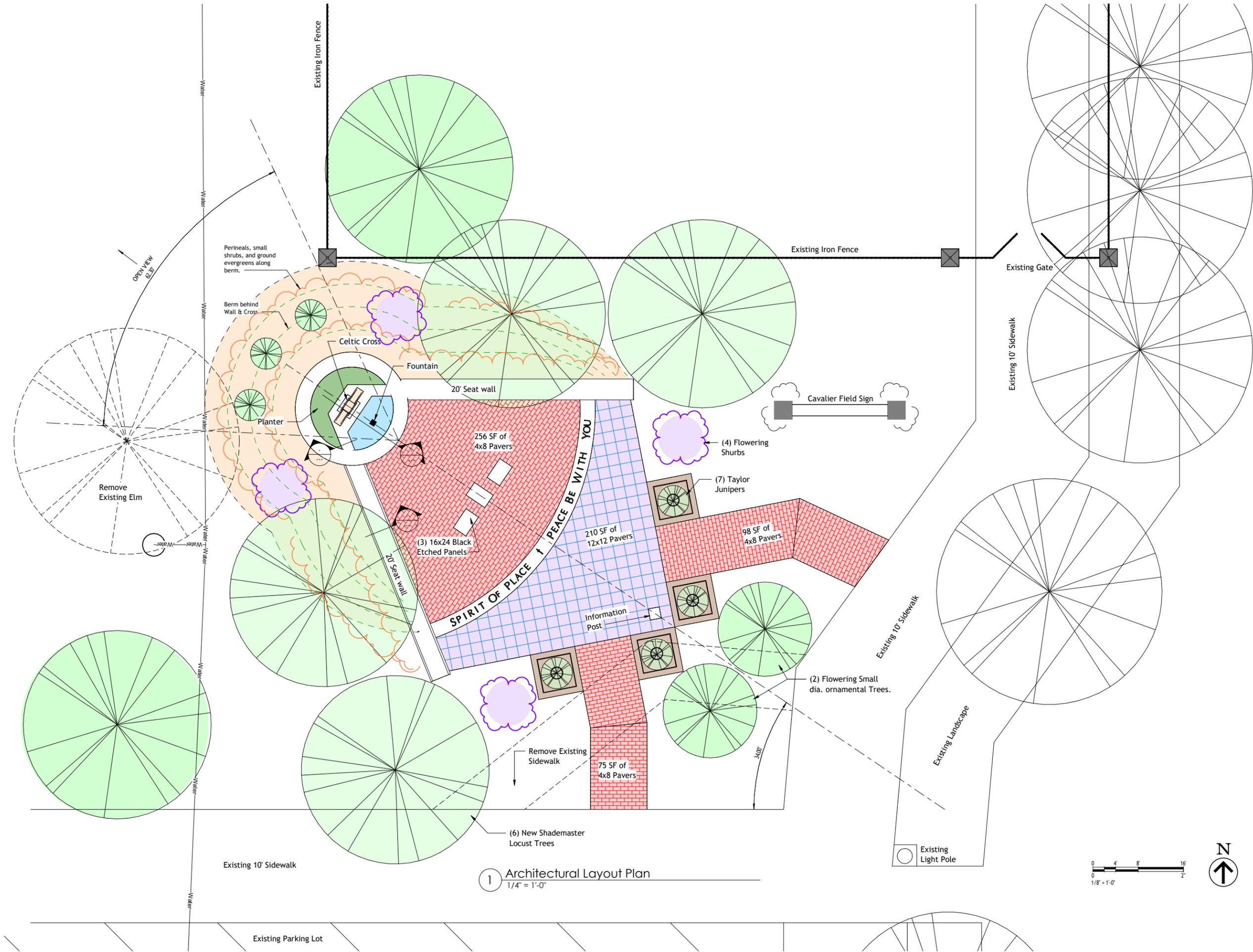
**Approved for the Agenda by:**

A handwritten signature in black ink, appearing to read "Melissa R. McCoy". The signature is fluid and cursive, with a large, sweeping flourish at the end.

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**Melissa R. McCoy, Assistant City Manager**

1/03/2025 2:01:54 PM Z:\225\_003 St. Mary's Spirit of Place\RV\St. Mary Alumni Option 2.rvt



1 Architectural Layout Plan  
1/4" = 1'-0"

The Drawing, Specifications, and other Documents presented by the Architect for the project are instruments of the Architect's Service for the use solely with respect to this Project. The Architect shall be deemed the Author of these Documents and shall retain all common law, statutory, and other reserved rights including copyright.

**THE ARCHITECT, LLC**  
PLANNING AND DESIGN  
305 NORTH MAIN STREET • GARDEN CITY, KS 67846  
PHONE: (620) 271-0852 • EMAIL: thearchitect@gcnet.com

DATE  
10/03/2025

DRAWN BY  
mo / bg

REVISIONS  
1



St MARY ALUMNI  
**SPIRIT OF PLACE PLAZA**  
PROGRESS PLANNING  
DODGE CITY, KS 67801

IF IN DOUBT -ASK!

JOB NUMBER  
225.003

TITLE  
FLOOR PLAN

SCALE: 1/4" = 1'-0"  
SQ. FT.:

SHEET NUMBER  
A1.1



OPEN GREEN

4" EXIST.  
WATER

EXIST FENCE  
27'-6" SECTIONS

PLAN 'A'  
1/16" = 1'-0"

REMOVE TWO FENCE SECTIONS  
@ SW & W @ CORNER ALONG W  
END BLOCK POST. RE-ALIGN  
FENCE CORNER @ 45° ANGLE  
AND BUILD 2 NEW BLOCK  
CORNER POSTS.

OPEN  
SIGHT  
LINE



SAV  
FLR

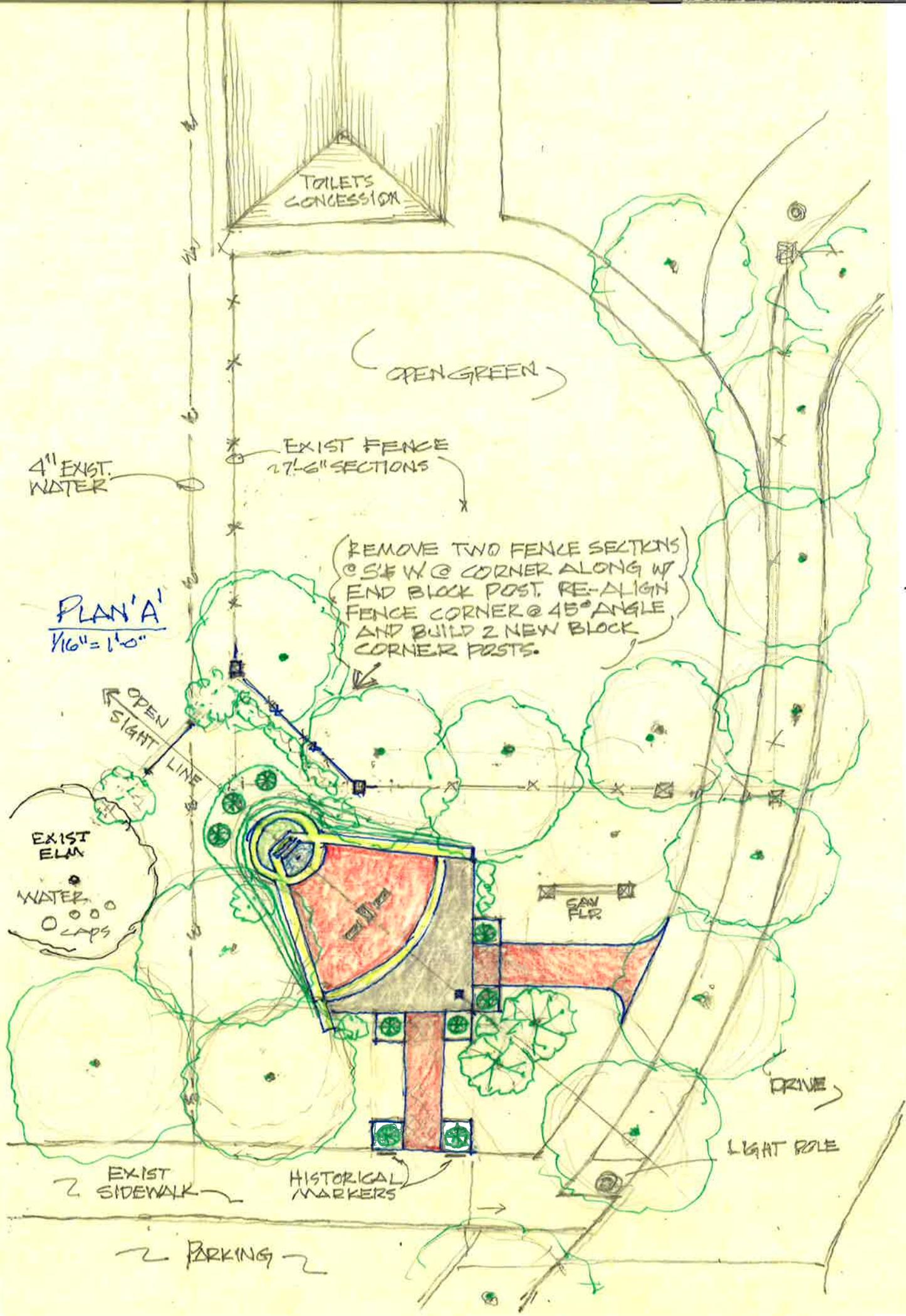
DRIVE

LIGHT POLE

2 EXIST  
SIDEWALK

HISTORICAL  
MARKERS

2 PARKING



TOILET CONCESSION

OPEN GREEN

EXIST FENCE  
2 7/16" SECTIONS  
(NO CHANGE)

4" WATER  
LOCATION  
UNKNOWN

PLAN 'B'  
1/16" = 1'-0"

OPEN  
SIGHT  
LINE

REMOVE  
EXIST. TREE

WATER  
CAPS

BERM

GRAV  
FLD.

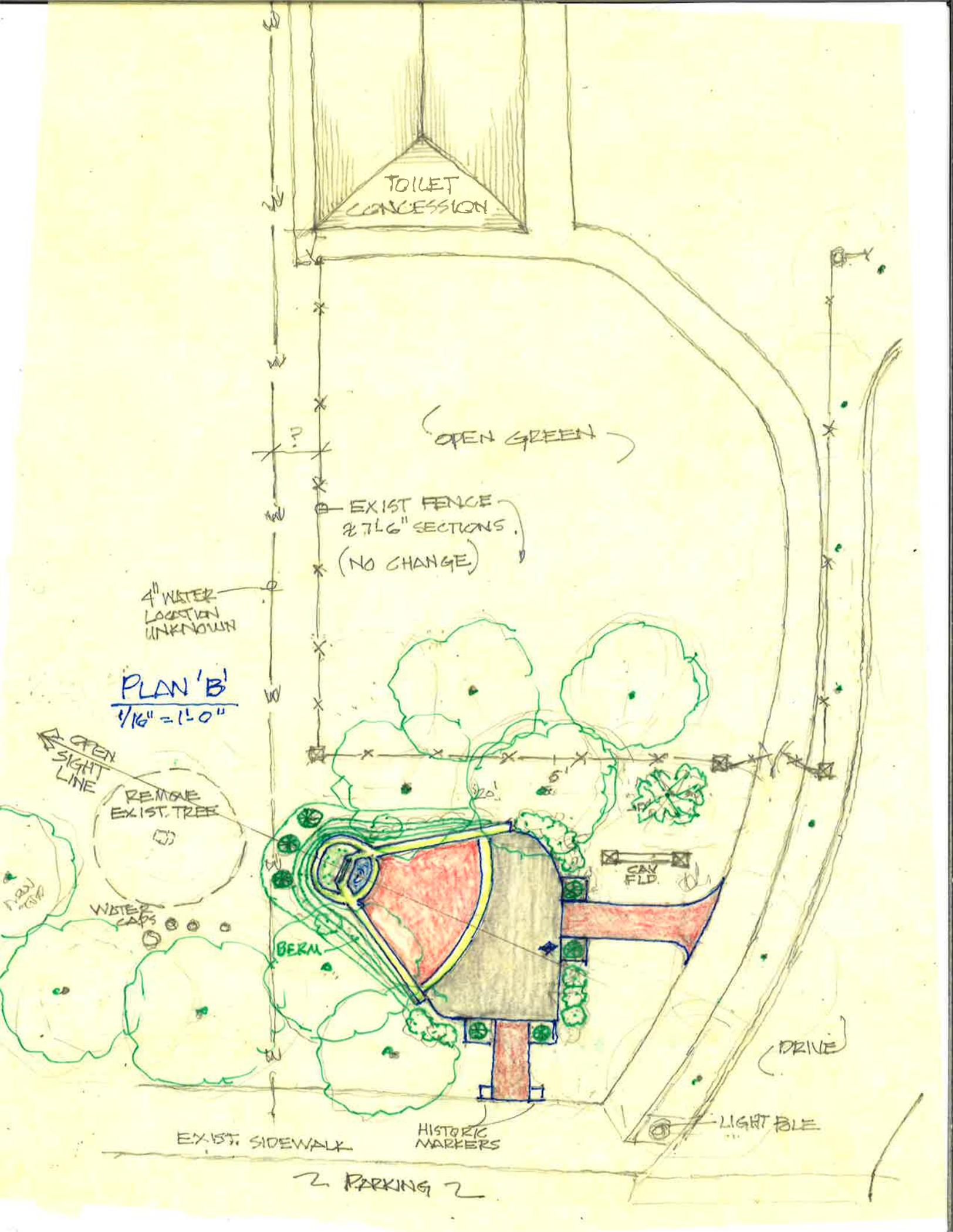
DRIVE

EXIST. SIDEWALK

HISTORIC  
MARKERS

LIGHT PILE

2 PARKING 2





# Memorandum

**To:** Nick Hernandez, City Manager and City Commissioners  
**From:** Ray Slattery, PE, Director of Engineering Services  
**Date:** October 20, 2025  
**Subject:** Approval of Amendment #5 to the Jacobs Agreement for Operations, Maintenance, and Services for Calendar Year 2026  
**Agenda Item:** New Business

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**Purpose:** Extend the agreement between the City and Jacobs for the Operation, Maintenance, and Service of the City's Wastewater Treatment Plants and Biogas Facility.

**Recommendation:** Approve Amendment #5 to the Jacobs Agreement of Operations, Maintenance, and Services Agreement for operation for calendar year 2026 and authorize the city Manager to sign Amendment #5.

**Background:** On November 15, 2021, the City and Jacobs entered into an Agreement for Operations, Maintenance, and Management Services of the City's South Treatment Plant, North Treatment Plant, and Biogas Facility. As part of this agreement there is a yearly adjustment/amendment to be approved that covers the next calendar year. Amendment #5 is for the 2026 calendar year. Amendment #5 proposes a revision to the Repairs Cost section. The revision is to increase the repairs cost for the North Membrane Plant from \$25,000 to \$50,000. Since the facility is now over 14 years old, repair costs at this facility have gone up slightly. The proposed cost for 2026 is \$3,064,432.00. This is an increase of \$39,251.79 over Amendment #4 or an increase of 1.3%.

Amendment #5 includes updates to Article E.1.1 and Article E.1.5 in Appendix E. Article E.1.1 is deleted in its entirety and replaced to reflect the new operation and maintenance fee. Article E.1.5 is deleted in its entirety and replaced to reflect the new Repairs Costs.

**City Commission Options:**

1. Approve Amendment
2. Reject Amendment
3. Table for further discussion

**Financial Considerations:** The cost of Amendment #5 for 2026 is \$3,064,432.00.

Amount \$: \$3,064,432.00

Fund: 52042200 - 420003

Budgeted Expense     Grant     Bonds     Other

**Legal Considerations:** Amendments to the original agreement in Article E.1.1 and Article E.1.5 in Appendix E for the adjusted compensation for services performed under the agreement and Repair Costs.

**Mission/Values:** This aligns with the City's Core Values of Safety, Ongoing Improvement, and Working Towards Excellence.

**Attachments:** Amendment #5

**Approved for the Agenda by:**

*Ray Slattery, PE*

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**Ray Slattery, PE, Dir. of Engineering Services**

**AMENDMENT NO. 5**  
**To the**  
**AGREEMENT**  
**For**  
**OPERATIONS, MAINTENANCE AND**  
**MANAGEMENT SERVICES**

**THIS AMENDMENT NO. 5** is made and entered into this \_\_\_ day of \_\_\_\_\_ 2025, by and between the City of Dodge City, Kansas (hereinafter “Owner”), whose address for any formal notice is P.O. Box 880, Dodge City, Kansas 67801 and Jacobs Project Management Co. (hereinafter “Operator”), whose address for any formal notice is **7001 E. Belleview Avenue, Suite 1000, Denver CO 80237**. This is an Amendment to the Agreement for Operations, Maintenance and Management Services dated the 15<sup>th</sup> day of November 2021, between Owner and Operator (the “Agreement”). Collectively, Owner and Operator will be referred to as the “Parties” and each individually as a “Party.”

Owner and Operator agree that the Agreement shall be and is hereby amended and modified in the following manner:

1. Article E.1.1 in Appendix E is deleted in its entirety and replaced with the following Article E.1.1 in Appendix E:

E.1.1 Owner shall pay to Operator as compensation for Services performed under this Agreement a Base Fee of **Three Million Sixty-Four Thousand Four Hundred Thirty-Two Dollars (\$3,064,432)** which includes the Base Fee, Biosolids Cost, Gypsum Costs, Repairs Costs, Chemicals Costs and the Membrane Agreement Costs for the period of **January 1, 2026 through December 31, 2026**. The Base Fee for subsequent calendar years of the initial term and any subsequent terms shall be determined as hereinafter specified.

2. Article E.1.5 in Appendix E is deleted in its entirety and replaced with the following Article E.1.5 in Appendix E:

E.1.5 Repairs Cost. The total amount Operator shall be required to pay for Repairs Cost shall not exceed the annual Repairs Limit of Five Hundred Thousand Dollars (\$500,000) for the contract period as set forth in Appendix E, Article E.1.1. Total Repairs Cost includes South Plant Repairs cost of Two Hundred Fifty Thousand Dollars (\$250,000), North Membrane Plant Repairs cost of Fifty Thousand Dollars (\$50,000), and Bio Gas Repairs cost of Two Hundred Thousand Dollars (\$200,000). Operator shall provide Owner with a monthly accounting reflecting the reason for and the cost of repairs provided. Once Operator has reached the Repairs Limit amount set forth for any given year, Operator shall provide Owner with a monthly accounting and invoice for any Repair Cost incurred in excess of the Repairs Limit. Owner shall pay Operator for all Repair Cost in excess of such limit. Operator will rebate to Owner the entire amount that actual Repairs Cost are less than the annual Repairs Limit during the calendar year.

All other terms and conditions of the original November 15, 2021 Agreement, as it has subsequently been amended, shall remain in effect. The Parties hereby approve this Amendment as is indicated by the signatures of their authorized representatives, below.

**JACOBS PROJECT  
MANAGEMENT CO.**

**CITY OF DODGE CITY, KANSAS**

Authorized Signature:

Authorized Signature:

\_\_\_\_\_  
Name: Craig Faessler  
Title: Geographic Director of Operations  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: Nick Hernandez  
Title: City Manager  
Date: \_\_\_\_\_



# Memorandum

**To:** Nick Hernandez, City Manager and City Commissioners  
**From:** Ray Slattery, PE, Director of Engineering Services  
**Date:** October 20, 2025  
**Subject:** Approval of Consulting Service Agreement for the design of 6<sup>th</sup> Avenue  
(Comanche St. to Soule St.) & Soule St. (Manor Dr. to 1<sup>st</sup> Ave.), ST 2408  
**Agenda Item:** New Business

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**Purpose:** Provide the necessary design for the reconstruction and improvements to 6<sup>th</sup> Ave. from Comanche St. to Soule St. and Soule St. from Manor Dr. to 1<sup>st</sup> Ave. and the associated intersections.

**Recommendation:** Approve Consulting Service Agreement with SMH Consultants, P.A. in the amount of \$914,677.50 for design of the reconstruction and improvements to corridors of 6<sup>th</sup> Ave. and Soule St.

**Background:** SMH Consultants, P.A. presented conceptual improvements for these corridors to the Commission at the August 18, 2025 meeting. This Design Agreement will take those conceptual improvements and provide the necessary plans for the construction of the proposed improvements on these two corridors. The design will also include modifications to the street corridors to improve school drop-off and pick-up for the three schools located in this immediate area. Due to the number of proposed improvements to these two corridors, staff recommended to SMH that the design and therefore the reconstruction plans be divided into four separate phases. The phases are as follows;

- 6<sup>th</sup> Ave. & Comanche St. Intersection Improvements, Roundabout
- 6<sup>th</sup> Ave. Corridor, Comanche St. to Soule St.
- Soule St. Corridor from Manor Dr. to and including the Soule St. intersection
- Soule St. Corridor from Soule St. to 1<sup>st</sup> Ave.

This will also help with funding the improvements, as each phase can be let separately. The order of which phase will be let for bidding has not been determined. This can be determined at a later date by staff and Commission.

Improvements to the City's utilities are also included in this design agreement.

**City Commission Options:**

1. Approve Agreement
2. Reject Agreement
3. Table for further discussion

**Financial Considerations:**

Amount \$: \$914,677.50 Design is budgeted in 2026 and 2027 for the corridors in the CIP.

Fund: TBD

Budgeted Expense       Grant       Bonds       Other

**Legal Considerations:** The City will be entering into a contract with SMH Consultants, P.A. and will be bound by the provisions of this agreement.

**Mission/Values:** This project aligns with the City's Core Value of Ongoing Improvements, Safety, and Working Towards Excellence.

**Attachments:** Consulting Service Agreement, Scope of Services, Fee Estimate, and Summary from SMH Consultants, P.A..

**Approved for the Agenda by:**

A handwritten signature in blue ink that reads "Ray Slattery, PE". The signature is written in a cursive style.

---

**Ray Slattery, PE, Dir. of Engineering Services**

**CONSULTING SERVICES AGREEMENT**  
**LUMP SUM**

Client: <u>City of Dodge City</u>	Project: <u>6<sup>th</sup> Ave. &amp; Soule St.</u>
Address: <u>100 Chaffin Road</u>	<u>Final Design</u>
<u>Dodge City, Kansas 67801</u>	Project Location: <u>Dodge City</u>
Telephone: <u>620-225-8106</u>	SMH Project Manager: <u>Jeff Hancock, P.E.</u>
Contact: <u>Ray Slattery, P.E.</u>	
Client Job No.: _____	SMH Job No.: <u>2509-0325</u>

This AGREEMENT is made by and between **the City of Dodge City**, hereinafter referred to as "CLIENT", and SMH Consultants, Inc., hereinafter referred to as "CONSULTANT", for professional consulting services not presently specified under any other agreement between CLIENT and CONSULTANT. CONSULTANT agrees to provide client with requested consulting services more specifically described as follows, hereinafter referred to as the "PROJECT." The PROJECT is commonly known as:

6<sup>th</sup> Avenue and Soule Street – Final Design  
4 Total Projects

The following Attachments are hereby incorporated into and made a part of this AGREEMENT:

- GENERAL CONDITIONS
- Attachment A: Scope of Services
- Attachment B: Fee Estimate
- Other:

By signing this AGREEMENT, CLIENT acknowledges that it has read and fully understands this AGREEMENT and all attachments thereto. CLIENT further agrees to pay consultant for services described herein upon receipt of invoice by CLIENT.

THE LUMP SUM NOT TO EXCEED FEE FOR CONSULTANT SERVICES IS \$914,677.50

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT.

CLIENT  
By: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

CONSULTANT  
By: Jeff Hancock  
AUTHORIZED REPRESENTATIVE

TITLE: \_\_\_\_\_

TITLE: PRESIDENT

DATE: \_\_\_\_\_

DATE: SEPTEMBER 15, 2025

PLEASE SIGN AND RETURN ONE COPY TO SMH CONSULTANTS, INC.



## **GENERAL CONDITIONS**

### **SECTION I – Services by CONSULTANT**

#### **1.1 Scope of Services**

CONSULTANT shall provide the certain services under this AGREEMENT as such services are described in ATTACHMENT A. The intent of the Scope of Work and the estimate contained in ATTACHMENT A is to identify the services to be provided by CONSULTANT. However, it is specifically understood that by written notice to and with the consent and agreement of CONSULTANT, CLIENT may increase the Scope of Work. These services may include the use of outside services, outside testing laboratories and special equipment.

#### **1.2 Fees**

The Fee Estimate for the above-described services is attached hereto and made a part of this AGREEMENT as ATTACHMENT B. It is mutually understood that the Fee set forth in ATTACHMENT B is binding.

### **SECTION II – Payment to CONSULTANT**

#### **2.1 Payment for Personnel Services**

##### **2.1.1 Payment**

Payment for the services rendered by CONSULTANT's personnel shall be based on the lump sum not to exceed fee for consultant services and in accordance with CONSULTANT's Fee Estimate, which is identified, attached hereto, and made a part of this AGREEMENT as ATTACHMENT B.

##### **2.2 Payment Conditions**

**2.2.1** CONSULTANT shall submit monthly invoices for the percent of work complete under this AGREEMENT.

**2.2.2** Invoices are due and payable upon receipt by CLIENT. Interest at a rate of one and one-half percent (1.5%) per month or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after the date of invoice. Payment will first be credited to interest and then to principal.

**2.2.3** In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment and the CLIENT will pay the undisputed portion.

**2.2.4** If CLIENT fails to make payment in full to CONSULTANT within sixty (60) days after the date of the disputed invoice, CONSULTANT may, after giving seven (7) days written notice to CLIENT, suspend services under this AGREEMENT until paid in full, including any and all applicable interest. CONSULTANT shall have no liability of any kind to CLIENT for delays or damages caused by such suspension of services. CLIENT agrees to pay all costs of collection, including reasonable attorneys' fees, incurred by CONSULTANT as a result of CLIENT's failure to make payments in accordance with this AGREEMENT.

##### **2.3 Independent Contractor**

**2.3.1** The parties acknowledge and agree that CONSULTANT will be providing services to CLIENT hereunder as an independent contractor and not as an employee. Accordingly, CLIENT shall have no responsibility for the collection or payment of any federal, state or local payroll tax in connection with any fees paid to CONSULTANT pursuant to this AGREEMENT, including, but not limited to, income taxes, Social Security taxes, unemployment compensation taxes, and any other fees, charges or licenses required by law.

**2.3.2** Because CONSULTANT is engaged in its own independent business, neither it nor its employees are eligible for, nor entitled to, and shall not participate in, any of CLIENT's pension, health or other fringe benefit plans, if any such plans exist. Such participation in these fringe benefit plans is limited solely to CLIENT's employees.

**2.3.3** Because CONSULTANT is engaged in its own independent business and is not an employee of CLIENT, CLIENT will not obtain workers' compensation insurance for CONSULTANT or its employees. The CONSULTANT agrees to obtain any legally required workers' compensation for itself and its employees

and to furnish a copy of such certificate of workers' compensation insurance to CLIENT, at CLIENT's request.

### **SECTION III – Terms of AGREEMENT**

#### **3.1 Term**

CONSULTANT's obligations to perform under this AGREEMENT shall extend from the date of execution until terminated by either party and/or the completion of the PROJECT, whichever comes first.

#### **3.2 Termination of AGREEMENT**

In the event of breach by either party of the terms and conditions of the AGREEMENT and where such breach has not been rectified by the party in default within thirty (30) days of first being notified of such breach, this AGREEMENT may be terminated by the other party in writing. CLIENT may not terminate such AGREEMENT if CONSULTANT has made a good faith attempt to cure such default within the thirty (30) day period.

If, for any reason of force majeure (i.e., causes beyond the control and without the negligence or malfeasance of the party, including but not limited to: war, civil unrest, government action, flood, earthquake, epidemics) either party considers it no longer possible or safe for the CONSULTANT to carry out the duties specified, or should the AGREEMENT be invalidated for any other reason beyond the control of CLIENT or the CONSULTANT, the AGREEMENT may be terminated by either party without liability of any kind, with fifteen (15) day's written notice, provided that CLIENT will reimburse the CONSULTANT for services already satisfactorily performed and justifiable expenses incurred prior to communication of notice of termination.

#### **3.3 Payment for Work Upon Abandonment or AGREEMENT Termination**

If CLIENT terminates this AGREEMENT, CONSULTANT shall be paid on the basis of work completed to the effective date of termination. Payment for the work shall be as established under Section II above.

#### **3.4 Damages and Injunctive Relief**

The parties hereto recognize, acknowledge and agree that because of the damages that could be done to CONSULTANT by breach of any covenant contained in this Section 3.4 by CLIENT, CONSULTANT shall be entitled, in addition to any other rights or remedies afforded to CONSULTANT by law or under the terms of this AGREEMENT, to enforce these covenants, and all of their provisions, by injunction, specific performance or other relief in a court of law or equity. In the event of any breach or threatened breach by the CLIENT of the covenants contained in this section, CONSULTANT shall therefore be entitled, in addition to any other rights or remedies afforded by law or under this AGREEMENT, to any injunction restraining or prohibiting CLIENT from doing anything that violates the covenants contained in this AGREEMENT. All remedies set forth above shall be construed to be cumulative and not exclusive of other remedies granted to CONSULTANT herein or by law.

### **SECTION IV – General Considerations**

#### **4.1 Assignment and Responsibility for Personnel**

**4.1.1** The assignment of personnel and all phases of the undertaking of the services related to the PROJECT, which CONSULTANT shall provide hereunder, shall be subject to the general oversight and general guidance of CLIENT.

**4.1.2** While upon the premises of CLIENT or property under its control, all employees, agents and subconsultants of CONSULTANT shall be subject to CLIENT's rules and regulations respecting its property and the conduct of its employees thereon, provided such rules and regulations do not interfere with CONSULTANT providing its services to CLIENT.

**4.1.3** However, it is understood and agreed that in the performance of the work and obligations hereunder, CONSULTANT shall be and remain an independent contractor and that the employees, agents or

subconsultants of CONSULTANT shall not be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

#### **4.2 Insurance**

CONSULTANT shall upon request furnish to CLIENT a certificate of insurance showing amounts and types of insurance carried by CONSULTANT.

#### **4.3 Compliance with Law**

**4.3.1** The CONSULTANT shall not discriminate against any independent contractor, employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex or national origin.

#### **4.4 Ownership and Reuse of Documents**

**4.4.1** All drawings, specifications, test reports and other materials and work products, which have been prepared or furnished by CLIENT prior to the AGREEMENT, shall remain CLIENT's property. CLIENT shall make available to CONSULTANT copies of these materials as is necessary for the CONSULTANT to perform the services requested hereunder.

**4.4.2** All drawing, specifications, test reports and other materials and work products, including computer aided drawings, designs and other data filed on electronic media which will be prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and subconsultants) under this AGREEMENT, are instruments of service in respect of the PROJECT and CONSULTANT shall retain an ownership and property interest therein whether or not the PROJECT is completed. CLIENT may make and retain copies for information and reference in connection with the use and the occupancy of the PROJECT by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the PROJECT or on any other project. Further, CONSULTANT makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by CONSULTANT in performing the services herein, and to the condition or availability of the computer data after an accepted period of thirty (30) days from delivery to CLIENT. Any reuse of such material without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT's independent professional associates or subconsultants, and CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT's independent professional associates and subconsultants from all claims, damages, losses and expenses including, but not limited to, attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

#### **4.5 Location of Underground Utilities**

It shall be the CLIENT's responsibility to locate and physically mark all underground utilities and structures, which lie within the work area prior to the start of subsurface investigations. The CONSULTANT may coordinate this work, on behalf of the CLIENT, through a third party. CLIENT shall indemnify and hold CONSULTANT harmless from any damages or delays resulting from unmarked or improperly marked underground utilities and structures. The parties agree and acknowledge that for reasons of safety, CONSULTANT will not begin work until the location of underground utilities has been accomplished.

#### **4.6 Subsurface Investigations**

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect cost and/or execution of the PROJECT. These conditions and cost/execution effects are not the responsibility of the CONSULTANT. CLIENT shall indemnify and hold CONSULTANT harmless from any damages and delays resulting from such changes or unanticipated underground conditions.

#### **4.7 CONSULTANT's Personnel at PROJECT Site**

**4.7.1** The presence or duties of the CONSULTANT personnel at the PROJECT site, whether as onsite representatives or otherwise, do not make the CONSULTANT or its personnel in any way responsible for

those duties that belong to the CLIENT and/or construction contractor(s) or other entities, and do not relieve construction contractor(s) or any other person and/or entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work in accordance with the PROJECT documents and any health or safety precautions required by such construction work. The CONSULTANT and its personnel have no authority to exercise any control over any construction contractor(s) or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CONSULTANT's own personnel.

**4.7.2** The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to CLIENT a greater degree of confidence that the completed work will conform generally to the PROJECT documents and that the integrity of the design concept as reflected in the PROJECT documents has been implemented and preserved by the contractor(s). CONSULTANT neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s) failure to perform their work in accordance with the PROJECT documents. Contractor(s) shall indemnify and hold CONSULTANT harmless from any damages and delays resulting from changes or unanticipated underground conditions.

#### **4.8 Opinions of Cost, Financial Considerations and Schedules**

In providing opinions of cost, financial analysis, economic feasibility projections, and schedules for the PROJECT, the CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions. CONSULTANT's opinion of probable total PROJECT costs and construction costs are made on the basis of CONSULTANT's experience and qualifications and represent CONSULTANT's judgments and experience. CONSULTANT makes no warranty that the CLIENT's actual costs will not vary from the CONSULTANT's opinions, analyses, projections, or estimates. If CLIENT wishes greater assurance as to any element of the cost, feasibility or schedule of the PROJECT, CLIENT should employ an independent cost estimator, contractor, or other appropriate advisor at CLIENT's sole expense.

#### **4.9 Disposition of Samples and Equipment**

**4.9.1** No samples and/or materials will be kept by CONSULTANT longer than thirty (30) days after submission of the final report unless agreed otherwise by CLIENT and CONSULTANT in writing.

**4.9.2** In the event that samples and/or materials contain, or are suspected to contain, substances or constituents that are hazardous or detrimental to health, safety, or the environment as defined by relevant federal, state, or local statutes, regulations or ordinances, CONSULTANT will, after completion of testing, return such samples and materials to CLIENT, or have the samples and materials disposed of in accordance with CLIENT's directions and all applicable laws. CLIENT recognizes and agrees that CONSULTANT at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

**4.9.3** All laboratory and field equipment contaminated in CONSULTANT's performance of services will be cleaned at CLIENT's expense. Contaminated consumables will be disposed of and replaced at CLIENT's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of CLIENT. At CLIENT's expense, such equipment shall be delivered to CLIENT, or disposed of in the same manner as specified in paragraph 4.9.2 above. CLIENT agrees to pay CONSULTANT the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to CLIENT pursuant to this AGREEMENT.

#### **4.10 Discovery of Unanticipated Pollutant and Hazardous Substance Risks**

**4.10.1** If CONSULTANT, while performing services for CLIENT pursuant to this AGREEMENT, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule and the estimated cost of CONSULTANT's services will be reconsidered and that this AGREEMENT shall immediately become subject to renegotiation or termination.

**4.10.2** In the event that the AGREEMENT is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that CONSULTANT shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this

AGREEMENT, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

**4.10.3** CLIENT also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for CONSULTANT to take immediate measures to protect the health and safety of CONSULTANT's employees and the public. CONSULTANT agrees to notify CLIENT as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. CLIENT hereby authorizes CONSULTANT to take measures that in CONSULTANT's sole discretion are justified to preserve and protect the health and safety of CONSULTANT's personnel and the public. CLIENT agrees to compensate CONSULTANT for the additional cost of taking such additional precautionary measures to protect CONSULTANT's employees' and the public's health and safety. Notwithstanding the foregoing, this paragraph 4.10.3 is not intended to impose upon CONSULTANT any additional duties or obligations.

## **SECTION V – Professional Responsibility**

### **5.1 Performance of Services**

CONSULTANT will strive to perform services under this AGREEMENT in a manner consistent with that level of care and skill ordinarily exercised by the members of the profession currently practicing in the same locality under similar conditions.

### **5.2 Third Party Beneficiaries**

CLIENT and CONSULTANT expressly agree that this AGREEMENT does not confer upon any third party any rights as a beneficiary to this AGREEMENT. CONSULTANT accepts no responsibility for damages, if any, suffered by any third party as a result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it. CLIENT agrees that CONSULTANT's compliance with any request by CLIENT to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive or otherwise alter provisions of this AGREEMENT nor does it create or confer any third party beneficiary rights on any third party.

## **SECTION VI – CONFIDENTIALITY AND NON-DISCLOSURE**

### **6.1 Confidential Information**

"Confidential Information" shall be defined as any and all data and information in any format or form, electronic, written or oral, relating to the business, affairs, personnel and/or operations of the CONSULTANT, which at any time may be communicated or revealed to the CLIENT, either directly or indirectly, including, but not limited to, contracts, reports, memoranda, legal documentation, financial data, present or future business plans or strategies, customer data, technology, design and techniques, personal information, and/or any information related to the negotiations in connection with the PROJECT and/or the underlying reason for entering into the PROJECT.

Confidential Information will not include information which:

- (a) has rightfully been in the possession of the CLIENT prior to the date of disclosure of such information by the CONSULTANT;
- (b) has been in the public domain prior to the date of disclosure of such information by the CONSULTANT;
- (c) later becomes part of the public domain by publication or by other means except by means of an unauthorized act or omission on the part of the CLIENT; or
- (d) is lawfully obtained by the CLIENT from a third party independent of the CONSULTANT who, to the knowledge of the CLIENT, is not under any obligation of confidence to the CONSULTANT.

### **6.2 Relevancy of Confidential Information**

The CLIENT understands that the CONSULTANT has endeavored to include in the Confidential Information those materials which the CONSULTANT believes to be relevant to the PROJECT, but the CLIENT acknowledges that there are no representations or warranties, whether express or implied, as to the accuracy

or completeness of the Confidential Information. Nothing herein shall be construed as a commitment by the CONSULTANT to enter into the PROJECT with the CLIENT.

### **6.3 Representatives of CLIENT**

The CLIENT agrees to provide the Confidential Information only to those of its directors, officers, employees, attorneys, agents, advisors and/or representatives directly concerned with the evaluation of the PROJECT who need to know the Confidential Information so as to enable the CLIENT to evaluate entering into the PROJECT (collectively, the “Representatives”) and who agree to be bound by this AGREEMENT.

### **6.4 Use of Confidential Information**

The CLIENT shall receive and maintain the Confidential Information in the strictest of confidence and shall only use the Confidential Information for the limited purpose of enabling the CLIENT to evaluate entering into the PROJECT with the CONSULTANT and for no other purpose or use, and shall not disclose such Confidential Information or any part thereof to any other person or entity except with the CONSULTANT’s prior written consent. Also, without the prior written consent of the CONSULTANT, the CLIENT will not disclose the fact that the Confidential Information has been made available to the CLIENT, that discussions or negotiations are taking place, or any other facts with respect to the PROJECT, including the status thereof, except as required by law, and then only upon furnishing the CONSULTANT with prompt written notice to allow the CONSULTANT to oppose such process.

### **6.5 Survival of AGREEMENT and Confidentiality**

This AGREEMENT shall survive the cessation of any discussions between the parties with regard to the PROJECT. The restrictions and obligations upon the parties under this AGREEMENT concerning the confidentiality and/or non-disclosure of the Confidential Information shall not expire or terminate.

### **6.6 Return of Confidential Information**

At the option of the CONSULTANT and upon its request, the CLIENT shall promptly return or destroy all notes, memoranda, correspondence, documents and any other material containing or derived from Confidential Information, including all copies thereof, either furnished hereunder or prepared by the CLIENT. Any destruction of such Confidential Information shall be confirmed in writing upon the request of the CONSULTANT.

### **6.7 Forced Disclosure**

In the event the CLIENT is required by judicial or administrative process to disclose the Confidential Information, the CLIENT shall promptly notify the CONSULTANT and allow the CONSULTANT to oppose such process.

### **6.8 No Conveyance of Confidential Information or Rights Therein**

Nothing in this AGREEMENT, nor any action taken by the CLIENT during any discussions or negotiations prior to the consummation of the PROJECT shall be construed to convey to the CLIENT any right, title or interest in the Confidential Information, or any license to use, sell, exploit, copy or further develop in any way any Confidential Information. No license is hereby granted or implied under any patent, copyright or trademark, any application for any of the foregoing, or any trade name, trade secret or other proprietary information, in which the CONSULTANT has any right, title or interest.

### **6.9 Enforcement**

Each party retains all rights and remedies with respect to the Confidential Information afforded it under any applicable laws of the State of Kansas and the United States both during and after the term of this AGREEMENT, including, without limitation, any trade secret or other laws designed to protect proprietary or confidential information. This AGREEMENT will be construed, interpreted and applied in accordance with the laws of the State of Kansas. It is hereby agreed that any and all claims, disputes or controversies whatsoever or arising from or in connection with this AGREEMENT shall be commenced, filed and litigated exclusively in the District Court of Riley County, Kansas or the applicable federal district court in Kansas, as determined by CONSULTANT, and the parties hereby consent to the personal jurisdiction of said court, and waive any objection to such jurisdiction and venue.

## **SECTION VII – Miscellaneous**

### **7.1 Applicable Law**

This AGREEMENT shall be construed in accordance with and governed by the laws of the state of Kansas, without regard to the principles of conflicts of law.

### **7.2 Severability**

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and the AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

### **7.3 Survival and Further Assurances**

It is the intention of the parties that all covenants, agreements, representations, warranties, and obligations of any kind contained in this AGREEMENT shall survive and continue after the completion of the PROJECT.

### **7.4 Headings**

Headings used in this AGREEMENT are for convenience only and shall not be used to interpret or construe its provisions.

### **7.5 Successors and Assigns**

**7.5.1** CLIENT and CONSULTANT each binds itself and its partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this AGREEMENT.

**7.5.2** Neither CONSULTANT nor CLIENT are permitted to assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Notwithstanding the foregoing, nothing contained in this paragraph 7.5.2 shall prevent CONSULTANT from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

### **7.6 Counterparts**

This AGREEMENT shall be binding upon and shall inure to the benefit of each of the parties hereto and to their respective successors, heirs, personal representatives and assigns and may be executed in two (2) or more counterparts each of which shall be deemed an original but all of which together shall constitute but one and the same instrument.

### **7.7 Time is of the Essence**

Time shall be considered of the essence in the performance of this AGREEMENT.

### **7.8 Entire Agreement**

This AGREEMENT embodies the entire agreement between the parties hereto with respect to the transactions contemplated herein and supersedes any and all prior agreements and negotiations between the parties, whether written or oral. There have been and are no agreements, representations or warranties between the parties other than those set forth or provided herein.

### **7.9 Amendment and Modification**

This AGREEMENT may not be modified except in writing and signed by all parties.

### **7.10 Waiver of Breach**

The waiver by either party of a breach of any provision of this AGREEMENT shall not operate or be construed as a waiver of any subsequent breach by either party.

**7.11 Rights not Exclusive to CONSULTANT**

All rights and remedies granted in this AGREEMENT to CONSULTANT shall be cumulative and not exclusive of all the other rights and remedies which CONSULTANT may have at law or in equity, and CONSULTANT may exercise all or any of such rights and remedies at any one or more times without being deemed to have waived any or all other rights and remedies which CONSULTANT may have.

**7.12 Notices**

Unless contrary provisions are expressly set forth herein, all notices of any kind shall be in writing and shall, at the option of the party giving the notice, be

- (i) personally delivered; or
- (ii) delivered by reputable overnight courier; or
- (iii) sent by fax or email; or
- (iv) sent by certified or registered mail, postage prepaid;

to the person entitled to receive the notice at the last address provided in writing by such person to the other signatory hereto. All such notices shall be deemed given on the date the notice is actually received at the address indicated.

**7.13 Authority**

The undersigned agents that signed this AGREEMENT have proper corporate authority to bind their respective companies to the terms and conditions of this AGREEMENT.

**7.14 No Partnership**

The parties do not intend that any partnership or agency relationship be created by this AGREEMENT.

**7.15 Termination of the Agreement**

The County reserves the right and may elect to terminate this AGREEMENT at any time, with or without cause. The County shall compensate Consultant for the Services that have been completed to the County's satisfaction as of the date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

**Attachment A**  
**SCOPE OF SERVICES**

**Attachment A**  
Scope of Services  
6<sup>th</sup> Avenue and Soule Street Improvements  
September 15, 2025

**PROJECT UNDERSTANDING**

The project agreed upon between SMH Consultants and the City of Dodge includes land survey, design, stakeholder coordination, and bid services related to the conceptual improvements presented to the City Commission on August 18, 2025. Design will include the design for removal of existing pavement and appurtenances and placement of new pavement and appurtenances on 6<sup>th</sup> Avenue from just south of West Comanche Street to just north of Soule Street; and on Soule Street from just west of Manor Drive to just east of 1<sup>st</sup> Avenue. These improvements will include a roundabout at the intersection of West Comanche Street and 6<sup>th</sup> Avenue; a new signal at the intersection of Soule Street and 6<sup>th</sup> Avenue; new drop off improvements at the Dodge City Middle School, Northwest Elementary School, and Soule Elementary School; as well as sidewalk and trail improvements adjacent to the roadways. In addition, the project will also include drainage and associated street improvements on Thompson Avenue, Howell Avenue, and the alley between them. Lastly, the project will also include design for the replacement of a 12-inch water main on Soule Street and upgrade of the 6-inch water main on 6<sup>th</sup> Avenue to a 12-inch water main. More specifically the entirety of improvements will include design for roadway, storm sewer, traffic signal, signing, pavement marking, sidewalk and trail, water main, construction sequencing, temporary traffic control, seeding, landscaping of the roundabout; as well as stakeholder input and coordination. Lastly, the project also includes land acquisition services as necessary for the project's footprint.

The project will be broken up, advertised, and bid as four separate projects requiring the development of bid documents, including construction plans, for each project. The various project plan sets will be developed within the approximate limits as shown in Figure 1 on the next page.



**PROJECT MILESTONE SUBMITTALS FOR EACH PROJECT PLAN SET**

1. Field Check Plans & Engineer's Estimate
2. Office Check Plans & Engineer's Estimate
3. Final Plans, Special Conditions & Engineer's Estimate
4. Limited Construction Phase Services

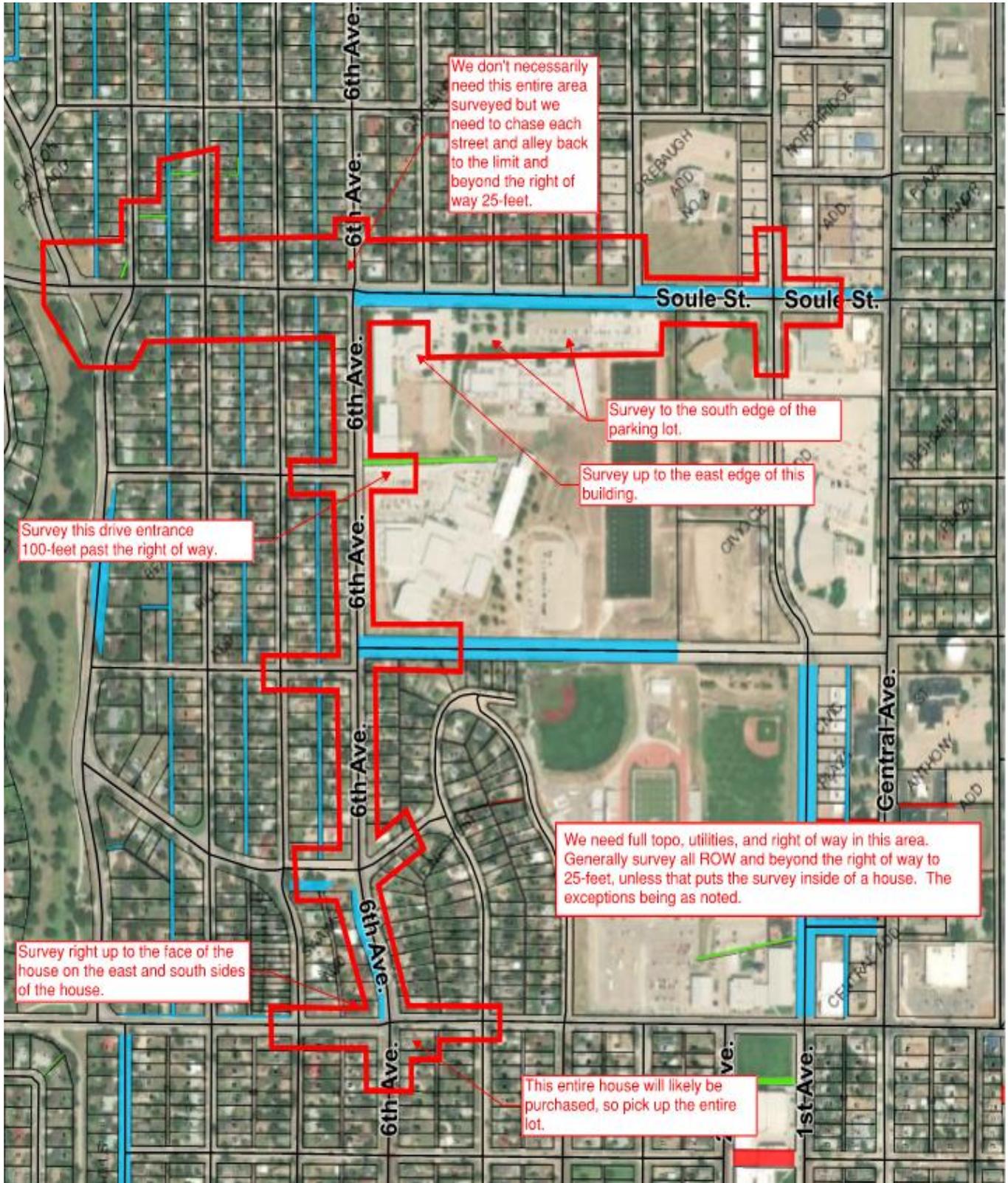
**PART I (PROJECT MANAGEMENT)**

1. As needed project development meetings with the City of Dodge staff to gather input on design details, preferences, to provide progress updates, and other matters as are relevant to the design of the project.
2. Project accounting to include preparation of monthly invoices for payment, accounts receivable tracking, and validating work effort with conditions of the project contract.
3. Management of internal resources to ensure services are provided within the constraints of the scope of work.

**PART II (LAND SURVEY)**

1. A complete boundary, topographic, utility, and site survey of 6<sup>th</sup> Avenue from just south of West Comanche Street to just north of Soule Street; and on Soule Street from just west of Manor Drive to just east of 1<sup>st</sup> Avenue (25-feet beyond the right of way on both sides of the street in addition to areas of Thompson Avenue, Howell Avenue, and the alley between them. Figure 2 on the next page depicts the entirety of the survey scope of work.

**FIGURE 2**  
**Land Survey Limits**



**PART III (UTILITY COORDINATION)**

1. Utility coordination to include the preparation of color coordinated utility maps for review by the appropriate utility companies for review at Field Check, Office Check and Final Plan submittal milestones. All existing utilities will be located utilizing the Kansas “One Call” system. Utilities located within the corridor but not marked by Kansas One Call will be shown in their approximate locations by information provided by the utility owners. SMH will coordinate and verify utilities are located correctly with each utility company as well as confirm any utilities in conflict are moved to accommodate construction of proposed improvements. It is anticipated this task will include 8 meetings with utility companies and the city during the design process.

**PART IV (CONSTRUCTION DOCUMENTS)**

The construction plans will be divided into 4 different plan sets, each containing all or some of the sheets/design items indicated in the bulleted list below. The intent is to design the project to 30-50% completion and then develop 100% construction documents for various plan sets indicated in Figure 1 for bidding and construction at the direction the city.

1. Title sheet with project disclaimers, notes, index and appropriate signature block and other requirements of the City of Dodge City. (estimate 1 sheet per project plan set)
2. General Notes sheet to include general notes related to the project’s construction, quantities, utility company contact information, owner information, and designer information. (estimate 1 sheet per project plan set)
3. Project control sheet depicting horizontal and vertical control related to the project by both description and location map. (estimate 1 sheet per project plan set)
4. Summary of quantities sheet providing for all bid items required for construction of the project. (estimate 1 sheet per project plan set)
5. Color coded right of way strip map depicting existing right of way and easements, proposed easements acquired and property owner information. (estimate 5 sheets total, total number of sheets in each project plan set will vary)
6. Typical section sheet(s) of the proposed roadway improvements depicting surface, base, and sub-grade material requirements; centerline; horizontal dimensions to various typical improvements; pavement and sidewalk cross slopes; and grading slopes for each of the typical sections throughout Soule Street and 6<sup>th</sup> Avenue as well as various adjacent streets as necessary and applicable for each project plan set. (estimate 2 sheets per project plan set)
7. Roundabout typical section sheets depicting the roundabout surface, base, and sub-grade material requirements; centerline; horizontal dimensions to various typical improvements; curb expansion jointing, and island sections. (estimate 2 sheets for the project set related to the 6<sup>th</sup> Avenue and Comanche Street intersection)

8. Site drainage map providing the drainage areas for each inlet structure or outfall through the project area. (estimate 1 sheet, the same sheet, to be included in each project plan set)
9. Drainage data tables providing pipe and drainage area data, and inlet data for the 10-year and 100-year rainfall events. (estimate 1 sheet, the same sheet, to be included in each project plan set)
10. Demolition plan showing areas of removal, existing utilities in the area, construction limits, and property ownership. (estimate 10 sheets, total number of sheets in each project plan set will vary)
11. Roadway plan and profile sheets for 6<sup>th</sup> Avenue, Soule Street, and Thompson Avenue from Soule Street to a point 250-feet north depicting the proposed alignment of the roadway, proposed centerline profile, and existing and proposed improvements in both plan and profile views where applicable. Plan and profile sheets will be provided with plan view of one section of roadway on one sheet and the profile for the same section of roadway on the following sheet. (estimate 22 sheets – 11 sheets for plan views and 11 sheets for profile views, total number of sheets in each project plan set will vary)
12. Roundabout center island and curb return horizontal and vertical layout and data tables for layout of the roundabout at Comanche Street and 6<sup>th</sup> Avenue. (estimate 2 sheets for the project plan set related to the 6<sup>th</sup> Avenue and Comanche Street intersection)
13. Roundabout splitter island horizontal and vertical layout and data tables for layout of the splitter islands at the approaches to the roundabout at Comanche Street and 6<sup>th</sup> Avenue (estimate 1 sheet for the project plan set related to the 6<sup>th</sup> Avenue and Comanche Street intersection)
14. Landscape design as related to the roundabout proposed at the intersection of 6<sup>th</sup> Avenue and Comanche Street to include plantings, specifications for plantings, application rates of cover material and seeding, as well as any hardscaping required related to pavers and other aesthetic features. (estimate 2 sheets for the project plan set related to the 6<sup>th</sup> Avenue and Comanche Street intersection)
15. Intersection and driveway intersection details with horizontal and vertical layout information and data tables at the intersections of 6<sup>th</sup> Avenue and Wakonda Way, 6<sup>th</sup> Avenue and Arapahoe Street, 6<sup>th</sup> Avenue and Morgan Boulevard, 6<sup>th</sup> Avenue and Cheyenne Street/and the entrance to the Dodge City Middle School, 6<sup>th</sup> Avenue and Soule Street, Soule Street and Manor Drive/Howell Avenue, Soule Street and Thompson Avenue, Soule Street and Hart Avenue, Soule Street and 5<sup>th</sup> Avenue, Soule Street and 4<sup>th</sup> Avenue, Soule Street and 3<sup>rd</sup> Avenue, Soule Street and Post Avenue, Soule Street and 1<sup>st</sup> Avenue, Soule Street and seven different alleys connecting to Soule Street's north side, Soule Street and the entrance to Northwest Elementary, Soule Street and 3 entrances to Soule Elementary, and approximately 49 residential driveways through the project area. These details will also include information necessary for the layout of any accessible ramps at each of the intersections/driveways. (estimate 13 sheets, total number of sheets in each project plan set will vary)

16. Paving and Jointing plan for all proposed concrete pavement along 6<sup>th</sup> Avenue and Soule Street within the project limits, including the roundabout at 6<sup>th</sup> Avenue and Comanche Street. Two street sections per sheet (top and bottom) and the roundabout on its own sheet. (estimate 7 sheets, total number of sheets in each project plan set will vary)
17. Sidewalk plan and profile for the proposed section of sidewalk from the trail in Spiers Park to Manor Drive. The proposed sidewalk plan will be provided on one sheet with the profile on the same sheet. (estimate 1 sheet for the project related to the 6<sup>th</sup> Avenue and Soule Street Intersection and westward to Manor Drive)
18. Retaining wall sheets depicting the top and bottom of proposed retaining walls at 6<sup>th</sup> Avenue and Comanche Street, retaining wall construction details and et cetera for segmented block retaining wall(s). This task will also include global stability analysis of any proposed retaining walls based on assumed and conserved soil conditions (no geotechnical analysis). (estimate 2 sheets for the project set related to the 6<sup>th</sup> Avenue and Comanche Street intersection)
19. Dodge City standard paving details as provided by the City of Dodge City and any Special Street Details as required by the project related to street construction. (estimate 3 sheets, the same 3 sheets, to be included in each project plan set)
20. Plan and profile of all storm sewer, open ditches, and structures along all roadway and storm sewer corridors with plan and profile on the same sheets. Profiles of storm sewer will be shown on profiles independent of the street profile and on their own plan and profile sheets. (estimate 10 sheets, total number of sheets in each project plan set will vary)
21. Details for KDOT Reinforced Concrete Manholes, KDOT Type 22 Curb Inlets, KDOT Concrete End Sections, and Special Storm Sewer Details as required by the project related to storm sewer structures and outfalls. (estimate 6 sheets, the same 6 sheets, to be included in each project plan set)
22. Overall layout and alignment data tables for the proposed water main replacements on 6<sup>th</sup> Avenue and on Soule Street. (Estimate 1 Sheet, this same sheet to be included in each project plan set)
23. Water main plan and profile sheets for the proposed water main replacements on 6<sup>th</sup> Avenue and on Soule Street throughout the project area. Water main plan and profile sheets will also include new or relocated service connections and meter pits coordinated with the city. (estimate 11 sheets, total number of sheets in each project plan set will vary)
24. Dodge City standard water construction details as provided by the City of Dodge City (estimate 1 sheet, this same sheet to be included in each project plan set)
25. Street light layout. The design of street lights is assumed to be provided by Victory Electric, however, SMH shall coordinate with Victory Electric to ensure the locations of street lights and underground service to street lights does not conflict with other elements of the design.

- These locations will be shown on street light layout sheets. Information regarding street light design from Victory Electric will also provide a basis for the placement of underground electrical conduits under proposed pavement, where required, to provide service to street lights. (estimate 6 sheets, total number of sheets in each project plan set will vary)
26. Pavement marking and signage plan sheets depicting the location of all pavement markings and signage by type. (estimate 6 sheets, total number of sheets in each project plan set will vary)
  27. Construction sequencing and phasing plan for various phases of work. (the number of sheets required will vary for each project plan set)
  28. Detour route for detouring traffic around the proposed 6<sup>th</sup> Avenue and Comanche Street roundabout during construction. (estimate 1 sheet for the project set related to the 6<sup>th</sup> Avenue and Comanche Street intersection)
  29. Temporary traffic calming design along Manor Drive between Comanche Street and Soule Street for detouring traffic around the 6<sup>th</sup> Avenue and Comanche Street roundabout intersection during construction. These temporary measures may include temporary splitter islands, speed humps, channelization, traffic circles, bulb outs, striping, and various other temporary measures to ensure traffic is slowed on Manor Drive (estimate 3 sheets for the project set related to the 6<sup>th</sup> Avenue and Comanche Street intersection)
  30. Temporary traffic control plan depicting the location of lane closures, signage, channelizers, alternative pedestrian paths, barricades, and other matters related to the temporary control of traffic through the construction process. (estimate 6 Sheets, total number of sheets in each project plan set will vary)
  31. Temporary traffic control details including general notes, details for channelizing devices, traffic control sign information, and temporary posts. (estimate 4 Sheets, the same 4 sheets to be included in each project plan set)
  32. Rectangular rapid fire flashing beacon (RRFB) system (solar) layout depicting the various install locations of the RRFBs at the roundabout. (estimate 1 Sheet related to the 6<sup>th</sup> Avenue and Comanche Street intersection)
  33. RRFB details sheet. (estimate 1 Sheet related to the 6<sup>th</sup> Avenue and Comanche Street intersection)
  34. Traffic signal plan sheet for a proposed traffic signal at 6<sup>th</sup> Avenue and Soule Street and at 6<sup>th</sup> Avenue and Morgan Street to replace the existing traffic signals. Plan sheets will depict video detection zones, traffic signal pole locations, service box locations, conduits, and traffic signal head locations. (estimate 2 Sheets, 1 sheet in the project plan set related to the 6<sup>th</sup> Avenue project between Comanche St. and Soule Street and 1 sheet in the project plan set related to the 6<sup>th</sup> Avenue and Soule Street intersection project)

35. Traffic Signal detail sheets. (estimate 4 sheets in each of the two sets related to the 6<sup>th</sup> Avenue project between Comanche Street and Soule Street and the project plan set related to the 6<sup>th</sup> Avenue and Soule Street intersection project)
36. Traffic Signal specifications sheets. (estimate 4 Sheets in each of the two sets related to the 6<sup>th</sup> Avenue project between Comanche Street and Soule Street and the project plan set related to the 6<sup>th</sup> Avenue and Soule Street intersection project)
37. Signal wiring plan for wiring all heads, buttons, on pole street lights, and cameras back to the controller. This task also includes coordination with Victory Electric for the location of power to the traffic signal. (estimate 2 sheets in each of the two sets related to the 6<sup>th</sup> Avenue project between Comanche Street and Soule Street and the project plan set related to the 6<sup>th</sup> Avenue and Soule Street intersection project)
38. NEMA System Traffic Signal Quantities Sheet. (estimate 1 sheet in each of the two sets related to the 6<sup>th</sup> Avenue project between Comanche Street and Soule Street and the project plan set related to the 6<sup>th</sup> Avenue and Soule Street intersection project)
39. Stormwater erosion and sediment control plan with associated erosion and sediment control details. (estimate 5 sheets in each project plan set)
40. Preparation and submittal of a stormwater pollution prevention plan for all-related projects to the Kansas Department of Health and Environment and all necessary NPDES permitting applications. Upon approval the approved NPDES NOI and accompanying SWPPP will be provided to the City.
41. Quality control check by the Project Manager, an independent Project Manager, and a Managing Principal Engineer who will provide quality assurance of each project plan set.

## **PART V (BID AND CONSTRUCTION PHASE SERVICES)**

The project will be broken into four separate independent projects each bid on their own as different phases of the overall project. This will require four sets of plans, each reduced from the initial 30%-50% set and finished to 100% completion, and four sets of bid documents and bid services for four different projects.

Initially the project will be designed as one complete plan set, short of standard detail sheets, to about 30%-50% completion with enough information each of the four project plan sets can be fully developed, bid, and constructed knowing the final construction of each project will be constructed in harmony with previous and future projects, of the four projects included herein.

1. Additional effort to reduce the overall plan set at 30-50% to individual plan sets assembled at 100% for bidding and constructing independently.

2. Preparation of any necessary specifications and special conditions not otherwise addressed in standard city bid documents, and plan documents. The bulk of standard bid documents will be prepared by the city.
3. Attend construction progress meetings as requested for each project.
4. Preparation of engineer's estimate of probable cost for each project.

## **PART VI (LAND ACQUISITION SERVICES)**

The land acquisition services portion of the project assumes 14 tracts (property owners). It is assumed the Uniform Act for Real Property Acquisition will be required. These services are considered turnkey from initial contact through execution of the purchase contracts and easement documents and include both appraisal services and legal services. Recording of record documents with the register of deeds, filing fees, and payment shall be the responsibility of the city or a third-party closing office. In the case of condemnation(s) SMH and/or its sub-contracted professionals will provide acquisition details for condemnation and or appraisal testimony as required.

1. Land acquisition services will include the following items of work: in-person or virtual meeting with the city to review the project and design relative to the easement acquisitions prior to project commencement; ongoing virtual meetings with the city to review acquisition progress and milestones; coordination with the Client on parcel or design specific questions throughout the acquisition process; O&E reports to confirm ownership as needed; legal descriptions for temporary and permanent easements; easement exhibits for temporary and permanent easements; on time staking of easements for site visits with owners; a project commencement letter to the property owners providing an introduction of SMH's role, an overview of the project, and the intent to acquire right of way and/or easements; gathering contact information and preferred means of communication from the property owners; review of the project, easements, acquisition process and timetable for the project with the property owners, in-person if requested; management of property owner communications and questions throughout the process; scheduling the easement valuation site visits; meeting or offering to meet, each property owner on site to review the project and acquisition process; relocation of the tenant/owner at the one house being totally taken; easement valuations completed by a Licensed Appraiser coordinated by SMH; approval of easement compensation with the City prior to presenting offer letters to the property owners; provide an offer letter to each property owner in the amount approved by the City; continued negotiations and follow-up with the property owner through the acquisition process; approval if administrative settlements with the city, as applicable, when negotiations exceed the offer letter amount; gathering of signed easements and agreements, and an IRS Form W-9 from the owner(s) to be provided to the city; weekly acquisition status updates; tract log with acquisition data by tract (owner information, easement costs, acquisition dates and milestones); documentation of property owner correspondence, appraisals, contracting documents, and administrative settlements if applicable for each tract.

**Attachment B**  
**FEE ESTIMATE**





**Summary of Scope of Work and Fee**  
6<sup>th</sup> Avenue and Soule Street Improvements  
September 15, 2025

**PROJECT UNDERSTANDING**

The project agreed upon between SMH Consultants and the City of Dodge includes land survey, design, stakeholder coordination, and bid services related to the conceptual improvements presented to the City Commission on August 18, 2025. Design will include the design for removal of existing pavement and appurtenances and placement of new pavement and appurtenances on 6<sup>th</sup> Avenue from just south of West Comanche Street to just north of Soule Street; and on Soule Street from just west of Manor Drive to just east of 1<sup>st</sup> Avenue. These improvements will include a roundabout at the intersection of West Comanche Street and 6<sup>th</sup> Avenue; a new signal at the intersection of Soule Street and 6<sup>th</sup> Avenue; new drop off improvements at the Dodge City Middle School, Northwest Elementary School, and Soule Elementary School; as well as sidewalk and trail improvements adjacent to the roadways. In addition, the project will also include drainage and associated street improvements on Thompson Avenue, Howell Avenue, and the alley between them. Lastly, the project will also include design for the replacement of a 12-inch water main on Soule Street and upgrade of the 6-inch water main on 6<sup>th</sup> Avenue to a 12-inch water main. More specifically the entirety of improvements will include design for roadway, storm sewer, traffic signal, signing, pavement marking, sidewalk and trail, water main, construction sequencing, temporary traffic control, seeding, landscaping of the roundabout; as well as stakeholder input and coordination. Lastly, the project also includes land acquisition services as necessary for the project’s footprint.

The project will be broken up, advertised, and bid as four separate projects requiring the development of bid documents, including construction plans, for each project. The various project plan sets will be developed within the approximate limits as shown in Figure 1 on the next page.

**SCOPE OF WORK AND FEE SUMMARY**

<b>SUMMARIZED SCOPE OF WORK</b>	<b>LUMP SUM FEE</b>
<b>PART I - PROJECT MANAGEMENT</b>	<b>\$75,000.00</b>
<b>PART II – LAND SURVEY</b>	<b>\$49,690.00</b>
<b>PART III – UTILITY COORDINATION</b>	<b>\$22,380.00</b>
<b>PART IV – CONSTRUCTION DOCUMENTS</b>	<b>\$616, 927.50</b>
<b>PART V – BID AND CONSTRUCTION PHASE</b>	<b>\$75,460.00</b>
<b>PART VI – LAND ACQUISITION (14 TRACTS)</b>	<b>\$75,220.00</b>
<b>LUMP SUM TOTAL</b>	<b>\$914,677.50</b>



# Memorandum

**To:** Nick Hernandez, City Manager and City Commissioners  
**From:** Tanner Rutschman, PE, City Engineer  
**Date:** October 20, 2025  
**Subject:** Change Order #1, 2025 Asphalt Mill & Inlay ST 2504  
**Agenda Item:** New Business

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**Purpose:** Extend quantities to include additional asphalt streets in the project.

**Recommendation:** Approve Change Order #1 to extend quantities to include additional street sections in the amount of \$313,409.10.

**Background:** In April of this year, the City Commission approved a bid from APAC- Kansas, Inc., Shears Division to complete a 2" mill & overlay of N. Ave. A and Wilroads Garden Rd. in the amount of \$711,530.80. This bid came in under our budget of \$1,000,000. City staff would like to extend quantities under the current contract with APAC to an overall dollar amount that is closer to the initial budget. Staff identified additional street sections to accomplish this goal. These street sections include: N. Ave. A (current project limit – Iron Rd.), 1<sup>st</sup> Ave. (Trail St. – Railroad Tracks), 6<sup>th</sup> Ave. (Arapahoe St. – Soule St.), & Soule St. (Manor Dr. – 6<sup>th</sup> Ave.). The addition of these street sections will bring the total mill & inlay project cost to \$1,024,939.90.

**City Commission Options:**

1. Approve
2. Disapprove
3. Table for further discussion

**Financial Considerations:** Original contract amount was \$711,530.80. The new contract amount for the project will be \$1,024,939.90.

Amount \$: \$313,409.10

Fund: 12730300 - 442004

Budgeted Expense     Grant     Bonds     Other    Street Sales Tax

**Legal Considerations:** By approving this change order for APAC-Kansas, Inc. Shears Division the contract dollar amount will be amended.

**Mission/Values:** This aligns with the City's Core Value of Ongoing Improvement, Safety, & Working Towards Excellence.

**Attachments:** Bid Tab & Change Order #1.

Approved for the Agenda by:

*Ray Slattery, PE*

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Ray Slattery, PE, Dir. of Engineering Services



CITY OF DODGE CITY, KANSAS  
 BID TABULATION

PROJECT: 2025 Asphalt Street Maintenance

PROJECT #: ST 2504

BID DATE: 04/01/25

CONTRACTOR: APAC-Kansas, Inc.	
ADDRESS: PO Box 668	
CITY:	<u>Dodge City</u>
STATE:	<u>Kansas</u>
ZIP:	<u>67801</u>
UNIT PRICE	CONTRACT AMOUNT
\$ 62,650.00	\$ 62,650.00
\$ 2.50	\$ 73,705.00
\$ 151.50	\$ 512,827.50
\$ 250.00	\$ 18,750.00
\$ 0.40	\$ 7,860.80
\$ 0.40	\$ 60.00
\$ 0.60	\$ 60.00
\$ 15.00	\$ 3,322.50
\$ 25.00	\$ 300.00
\$ 275.00	\$ 550.00
\$ 31,445.00	\$ 31,445.00

ENGINEER'S ESTIMATE

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
<b>STREET CONSTRUCTION</b>					
1	Mobilization	L.S.	1	\$85,000.00	\$ 85,000.00
2	2" Asphalt Mill	S.Y.	29,482	\$2.75	\$ 81,075.50
3	2" HMA Surface Course	Ton	3,385	\$165.00	\$ 558,525.00
4	Asphalt Patching	S.Y.	75	\$300.00	\$ 22,500.00
5	4" Yellow Line (Epoxy)	L.F.	19,652	\$2.00	\$ 39,304.00
6	4" White Line (Epoxy)	L.F.	150	\$2.50	\$ 375.00
7	6" White Lane Line (Epoxy)	L.F.	100	\$3.00	\$ 300.00
8	18" Yellow Diagonal Line (Epoxy)	L.F.	222	\$25.00	\$ 5,537.50
9	24" White Stop Bar (Epoxy)	L.F.	12	\$75.00	\$ 900.00
10	Left Turn Arrow (Epoxy)	Each	2	\$500.00	\$ 1,000.00
11	Traffic Control	L.S.	1	\$25,000.00	\$ 25,000.00

TOTAL **\$ 819,517.00**

TOTAL **\$ 711,530.80**

BID SECURITY 5%  
 START DATE 8/4/2025



# Memorandum

**To:** Nick Hernandez, City Manager and City Commissioners  
**From:** Ray Slattery, PE, Director of Engineering Services  
**Date:** October 20, 2025  
**Subject:** Design Agreement for Wyatt Earp Blvd. & Underpass Rd. Traffic Signal, through  
          KDOT's Highway Safety Improvement Program (HSIP), ST 2511  
**Agenda Item:** New Business

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**Purpose:** The purpose of this project is to design traffic signal improvements for the Wyatt Earp Blvd. & Underpass Rd. intersection.

**Recommendation:** Approve the Letter Agreement for Professional Services and Scope of Services for the traffic signal design at the Wyatt Earp Blvd. and Underpass Rd. Intersection with Olsson in the amount of \$65,000.00.

**Background:** In January of this year the City made an HSIP application to KDOT to install a traffic signal at the Wyatt Earp Blvd. and Underpass Rd. intersection to improve the safety of this intersection. As you are aware there have been several crashes at this intersection in recent years. Olsson assisted the City with the application. Through the HSIP program KDOT/Federal Funds will fund 90% of the cost of construction and construction engineering (CE) costs up to \$523,000. The City will be responsible for the remaining 10% of construction and CE costs as well as any costs exceeding the maximum amount of funds awarded. The City is also responsible for the design of the project. Construction and CE for the project is estimated at \$582,000. The HSIP will cover \$523,000 and the City will be responsible for \$59,000.

KDOT will reimburse the City the 90% of the construction and CE costs. The project must be let prior to September 30, 2028.

**City Commission Options:**

1. Approve Agreement
2. Reject Agreement
3. Table for further discussion

**Financial Considerations:**

Amount \$: 65,000.00

Funds: Special Streets Fund

Budgeted Expense     Grant         Bonds         Other

**Legal Considerations:** The City will be entering into an agreement with Olsson and will be bound by the provisions of this agreement.

**Mission/Values:** This project aligns with the City's Core Value of Ongoing Improvements and Safety.

**Attachments:** Agreement and Scope of Services for design with Olsson. HSIP award letter from KDOT.

**Approved for the Agenda by:**

*Ray Slattery, PE*

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**Ray Slattery, Dir. Of Engineering Services**



## LETTER AGREEMENT FOR PROFESSIONAL SERVICES

Date: 10/13/2025

City of Dodge City KS  
806 Second Ave  
Dodge City, KS 67801

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**  
Dodge City KS Wyatt Earp and Underpass Traffic Signal (the "Project")

To Whom it May Concern:

It is our understanding that City of Dodge City KS ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, any exhibits attached hereto and Olsson's General Provisions (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed any exhibits attached hereto and the General Provisions, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project as more specifically described in "Scope of Services" attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

## SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: As soon as Notice to Proceed is given

Anticipated Completion Date: 8 months after Notice to Proceed

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

## COMPENSATION

### Lump Sum That Includes Reimbursable Expenses.

Client shall pay to Olsson for the performance of the Scope of Services, a lump sum of sixty five thousand dollars (\$65,000). Olsson's reimbursable expenses for this project are included in the lump sum. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

## TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be \_\_\_\_\_.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson via email: [krotering@olsson.com](mailto:krotering@olsson.com). This proposal will be open for acceptance for a period of maximum 30 days from the date set forth above, unless changed by us in writing.

## OLSSON, INC.

By  \_\_\_\_\_  
Kurt Rotering, P.E., PTOE

By  \_\_\_\_\_  
Paul Moore, P.E.

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

**City of Dodge City KS**

By \_\_\_\_\_  
Signature

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

Attachments  
Scope of Services  
General Provisions

**EXHIBIT A**  
**SCOPE OF SERVICES:**  
**WYATT EARP BOULEVARD AND UNDERPASS ROAD**  
**TRAFFIC SIGNAL DESIGN**  
**Dodge City, Kansas**

**FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES:**

This project includes preparation of design documents and project specifications for the design of a new traffic signal and driveway modifications at Wyatt Earp Boulevard and Underpass Road in Dodge City, Kansas. Supporting services will be provided including surveying and permitting. The plans will follow KDOT Local Projects requirements and have been funded through the HSIP program.

The project will be one bid package that will be slated for construction in late 2026.

**GENERAL DESIGN REQUIREMENTS**

All plan development stages shall be completed no later than the current project schedule's due dates, exclusive of delays beyond the consultant's control. The Consultant shall submit to the City progress reports at weekly or at mutually agreed intervals in conformity with the official project schedule.

The Consultant shall design the Project in conformity with the following: A Policy on Geometric Design of Highways and Streets (AASHTO Green Book) 2018, the current version of the Road Design Manual, Volume I, Road Section, Part C, KDOT, the current version of the Manual on Uniform Traffic Control Devices (MUTCD), the current version of the Roadside Design Guide (AASHTO), ADA guidelines and standards (various publications including PROWAG and ADAAG, United States Access Board, current addition), and the current version of the AASHTO Guide to Bicycle Facilities.

The Design plans shall be signed and sealed by the licensed professional engineer responsible for the preparation of the design plans.

**GENERAL SURVEY REQUIREMENTS**

**Vertical Control:**

Elevations for plans must be obtained from a benchmark on the Ford County Vertical Control Network. Show the datum benchmark and elevation of the datum benchmark on the plans.

**Horizontal Control:**

As part of the design survey, all Section Corners and Quarter Section Corners within the project area and others used for project control must be located, reference and state plane coordinates determined with GPS equipment. The coordinates and referenced ties shall be shown on the plans and the standard corner reference report submitted to the Kansas State Historical Society, the County Engineer, and City's Project Engineer within 30 days of the survey as required by state law.

**Plan Notes - Control Benchmarks:**

Any Benchmarks, Horizontal Control monuments and any Section Corner and Quarter Section Corners within the area surveyed for the project must be conspicuously indicated on the plans. All benchmarks and section and quarter section corners and property pins within the construction limits shall include a note for the re-establishment of the monuments.

## **SCOPE OF SERVICES**

### **Task I. Project Management**

#### **1.01 Ongoing Project Management throughout the project**

- A. Coordination with City & KDOT
- B. Filling out and submitting KDOT 1307 form (List of Permits)
- C. Documentation assistance to KDOT
- D. Monitor scope, schedule, and fee
- E. QAQC Ensure the OA QAQC procedures are being followed at all milestones

#### **1.02 Pre-Design Meeting and Ongoing Communication -**

- A. Attend pre-design meeting virtually.
- B. Coordination meetings with the city virtually. Assume (3).
- C. Field Check to be performed with representatives from the City at the project site with appropriate detailed plan.
- D. Utility coordination meetings virtually

#### **1.03 Develop design criteria for the project.** Provide Design Criteria Memo to be reviewed at the predesign meeting.

#### **1.04 Develop project schedule**

### **Task II. Survey**

#### **2.01 Topographic Survey and Basemap**

- A. Complete topographic survey for the project limits (see attached Exhibit A-1). Survey shall include shots at pavement tie-in locations, existing back of curb, edges of pavement, existing lane lines across roadway, existing storm and sanitary sewer systems, below ground and above ground utilities, fences, trees, building corners, etc. to create project mapping.
- B. Contact utility companies and one call center as appropriate for field marking of utility locations.

#### **2.02 Office Survey Services**

- A. Gather and research information such as boundary records, utility information, easements, and benchmark data.
- B. Create a base map at a scale of 1" = 20 ft showing both contours at one-foot intervals and property lines using the plat information, field boundary data, topography information, and legal descriptions. We will

local GIS data for areas outside of the immediate project limits to help depict the corridor.

### **Task III. Preliminary Design (60%)**

#### **3.01 Develop preliminary plans 60%:**

- A. Cover sheet
- B. General Notes
- C. Alignment layout sheet
  - 1. Includes horizontal and vertical control information
  - 2. Alignment tables
- D. Demo Sheets
- E. Typical Section
- F. Plan Sheets
  - 1. Plan Scale 1" = 20'
- G. Curb return profiles
- H. Driveway Profile
- I. Entrance Pipe Layout
- J. Surface model to determine earthwork
- K. Preliminary Pavement Marking and Signing Plans.
  - 1. Layout pavement markings and signing complying with the MUTCD, KDOT and City of Dodge City Standards
- L. Preliminary Street Lighting Plans to assist Victory Electric in pole locations
  - 1. Define design parameters
  - 2. Photometric design will be completed for the intersection
  - 3. Layout streetlights
- M. Preliminary Traffic Signal plan:
  - 1. Pole locations

**3.02** Submit half-size sets of preliminary plans to City for review. Meet with the City at the time of delivery to discuss project and point out any concerns that may have resulted from data collection, design, etc.

**3.03** Provide a detailed opinion of probable cost (including appropriate contingency).

**3.04** Utility Coordination throughout the design process. This includes the following:

1. Send notification letters to all utilities.
2. Submit Preliminary Plans to utilities with utility lines in color.
3. Identify conflicts and develop relocation solutions.
4. Determine utilities that need potholes.
5. Email and phone correspondence with utilities.
6. Provide electronic base maps to all utilities for their use in developing relocation plans.
7. Create and maintain utility conflict form (KDOT 1304).
8. Submit one (1) half-size set of preliminary plans to each utility company for preparation of relocation

**Task IV Final Design**

**4.01** Prepare final plans.

- A. Typical Sections.
- B. Plan and Profile Sheets
  1. Includes Entrance Pipes
- C. Intersection Details
- D. Curb return information
- E. Driveway profile. (assume 1 driveway)
- F. Final Demo plans.
- G. Compile necessary standard details.
- H. Final Surface model
- I. Final Pavement Marking and Signing Plans
- J. Final Streetlighting locations sent to Victory Electric
- K. Final Traffic Signal plans
  1. Final pole layout
  2. Routing conduit
  3. Wiring diagram
  4. KDOT Standard details
  5. Coordinating streetlights on signal poles with Victory Electric to have a separate circuit for the lights.
- L. Traffic Control Plans
  1. Standard traffic control details will be used with additional notes.

L. Develop final quantity tables per including break out tables for each bid item (KDOT Format).

- 4.02** Utility Coordination Plan - During final design the Consultant shall prepare a utility coordination plan that would include gathering the proposed relocation plans for all utility companies involved with the project and graphically inputting the information into one plan to assist in determining potential conflicts. Electronic base files will be available in AutoCAD for utilities to design from.
- 4.03** Provide a detailed opinion of probable cost (including appropriate contingency).
- 4.04** Provide Office Check plans to the City & KDOT.
- 4.05** Upon receipt of City comments on Office Check submittal, make necessary modifications and submit final PDF plans.
- 4.06** Submit PS&E Plans to City & KDOT
- 4.07** At the completion of the bid process, furnish to the City the CAD drawings of the project in AutoCAD format for the City's future use. The record contract documents for the project will be the original sealed drawings. In addition, furnish plans in .pdf. Specifications to be provided in PDF format.

**Task V. Bidding**

**5.01. General Services during Bidding**

- A. Prepare written addenda to the bidding documents
- B. Attend and prepare for the pre bid meeting
- C. Answer Contractor questions during the bid period
- D. Answer KDOT questions during the bid period

**Task VI. Construction Period Services**

**6.01 General services during construction**

- A. Prepare for and attend the preconstruction meeting.
- B. Shop Drawing & Material Submittal Review.
- C. Respond to contractor's request for information.
- D. Complete minor plan revisions.
- E. Field visits to resolve issues
- F. Compile as built plans at the end of construction and submit to the city in PDF format.

## **Compensation**

<b>Task I – Project Management</b>	<b>\$6,600</b>
<b>Task II – Survey</b>	<b>\$6,500</b>
<b>Task III – Preliminary Plans (60%)</b>	<b>\$15,000</b>
<b>Task IV – Final Plans (95%)</b>	<b>\$30,000</b>
<b>Task V – Bidding</b>	<b>\$2,500</b>
<b>Task VI – Construction Period Services</b>	<b>\$2,500</b>
<b>Total fee</b>	<b>\$63,600</b>
<b>Expenses</b>	<b>\$1,900</b>
<b>TOTAL PROJECT FEE</b>	<b><u>\$65,000</u></b>

## **Assumptions**

1. No storm sewer design will be completed.
2. A Corps of Engineers Permit is not required for the project.
3. FEMA permitting is not required for the project.
4. Fiber Interconnect design is not included with this project.
5. All work will be contained within the right of way except for two potential construction easements.
6. Standard KDOT Traffic Signal Poles will be utilized.
7. No geotechnical investigation will be required since the project does not anticipate storm sewers and standard signal foundations will be used.
8. Pavement design is assumed to match the existing pavement per KDOT.
9. Consultant assumes that the project will qualify for a CATEX NEPA determination by KDOT.
10. Consultant assumes only one site visit.
11. Consultant assumes that the project will fall under a Nationwide Permit 14 (Linear Transportation projects) for wetland and/or stream impacts.
12. Any changes to the project that would require a re-evaluation of resources or would exceed CATEX thresholds would be outside this scope of services.

### **City Responsibilities**

1. The City shall provide record drawings of the existing roadway and water mains, if available.
2. The City shall be responsible for all mailings informing the public of the project if needed.
3. The City shall arrange the pre-bid and pre-construction meetings.
4. The City will assist in property easement negotiations with the landowners. The city will complete the development agreements and draft the deeds to be filed.
5. The City shall provide as-built irrigation drawings, if available.

### **Exclusions**

1. Traffic studies.
2. A CLOMR and LOMR will not be performed with this contract.
3. Fiber interconnect design is not included with this project.
4. Sanitary sewer and septic system design are not included.
5. Environmental permitting does not include 4f or 6f parkland permits
6. Section 6(f) conversion documentation and coordination
7. Individual Section 4(f) documentation
8. Property acquisition and appraisal services.
9. Legals and tract maps except for two potential construction easement exhibits.
10. Lawn irrigation design.
11. Design of Gateway and signage components including elements, structures, footings, lighting, and circuiting.
12. Public meetings
13. 3D visualization and graphics.
14. Structural Design.
15. Detention design.
16. Construction observation and testing. This work can be provided at a later date under a supplemental agreement.
17. Locating sanitary service lines
18. Noise study.
19. Agency-requested cultural resources survey.
20. Tribal consultation.
21. Consultation and mitigation related to a finding of Adverse Effect to a historic property.
22. Section 404 Nationwide Permit application and coordination.
23. Section 404 Individual Permit application and coordination.
24. Wetland and stream mitigation costs.
25. Endangered Species Act (ESA) Section 7 consultation.
26. Site visits with USACE.
27. More than one site field mobilization effort.
28. Migratory Bird Treaty Act nesting surveys.

29. Bald and golden eagle nest surveys.
30. Agency requested threatened and endangered species-specific survey.
31. Agency requested historic or cultural resource surveys.
32. Wetland mitigation services.

EXHIBIT A-1 - Survey Limits



## GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated October 13, 2025 between City of Dodge City, Kansas ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

### **SECTION 1—OLSSON'S SCOPE OF SERVICES**

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

### **SECTION 2—ADDITIONAL SERVICES**

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate

schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

### **SECTION 3—CLIENT'S RESPONSIBILITIES**

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project, shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs, or procedures. Client, itself or through its separate contractor(s), shall be responsible for jobsite safety. Notwithstanding the foregoing, Olsson shall be responsible for the safety of Olsson's own employees.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

#### **SECTION 4—MEANING OF TERMS**

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic

observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the

quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

## **SECTION 5—TERMINATION**

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

## **SECTION 6—DISPUTE RESOLUTION**

### **6.1. Mediation**

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

### **6.2 Arbitration or Litigation**

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion

and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 Except to the extent prohibited by law, the prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute. In the event of a Dispute involving a Claim (as hereinafter defined) against Olsson, Olsson shall be considered the "prevailing party" if Client is awarded materially less than the full amount of damages claimed by the Client in connection with the Dispute. In all other Disputes, "prevailing party" shall mean the party (if any) who obtains all, or substantially all, of the relief requested by that party in connection with the Dispute.

### **6.3 Certification of Merit**

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and

Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice. In any such instance, Olsson shall be entitled to an award of attorney's fees, costs, and expenses.

## **SECTION 7—MISCELLANEOUS**

### **7.1 Reuse of Documents**

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

### **7.2 Electronic Files**

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability

or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

### **7.3 Opinion of Probable Cost**

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

### **7.4 Prevailing Wages**

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

### **7.5 Samples**

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples.

After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

### **7.6 Standard of Care**

Olsson will strive to perform its services in a manner consistent with and limited to that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

### **7.7 Force Majeure**

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

### **7.8 Equal Employment Opportunity**

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin or any other protected characteristic under applicable law. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status or any other protected characteristic under applicable law. Olsson and any sub-consultant or subcontractor certify that they do not operate any programs that promote DEI in a way that violates applicable federal anti-discrimination laws.

### **7.9 Confidentiality**

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If

the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

#### **7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination**

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

#### **7.11 Controlling Law and Venue**

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

#### **7.12 Subconsultants**

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

#### **7.13 Assignment**

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

#### **7.14 Indemnity**

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

#### **7.15 Limitation on Damages**

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by

law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, attorneys' fees or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

#### **7.16 Entire Agreement/Severability**

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.

Dwight D. Eisenhower State Office Building  
700 S.W. Harrison Street  
Topeka, KS 66603-3745

Calvin E. Reed, P.E., Secretary  
Vanessa Spartan, AICP, RSP<sub>1</sub>, Chief



Phone: 785-296-6893  
Fax: 785-291-3010  
kdot#publicinfo@ks.gov  
<http://www.ksdot.gov>  
Laura Kelly, Governor

August 1, 2025

Ray Slattery  
Director of Engineering Services  
Dodge City  
100 Chaffin, P.O. Box 880  
Dodge City, KS 67801

Dear Mr. Slattery:

Thank you for your interest in the Highway Safety Improvement Program (HSIP) administered by the Kansas Department of Transportation (KDOT). We determined that your application for the *E. Wyatt Earp Boulevard and Underpass Road* project is eligible to receive HSIP funding for federal fiscal year 2028 (October 1, 2027, to September 30, 2028).

The project will be funded with 90% federal funds and 10% city funds to be applied to construction and construction engineering (CE) phases only. The funding offered is the estimated maximum in the awarded fiscal year, or \$523,000. The City is responsible for covering the remaining 10% of the construction and CE costs as well as any costs exceeding the maximum amount of awarded funds. Additionally, the City is responsible for the following:

- Acquiring all necessary right-of-way in accordance with federal procedures;
- Initiating all utility adjustments, both for the facilitation of construction and for the benefit of traffic safety;
- Preparing the project plans in accordance with KDOT standard specifications that have been approved by the Federal Highway Administration (FHWA), in English units; and
- Letting the project on or before September 30, 2028.

Please email Haley Dougherty, State Highway Safety Engineer, at [haley.dougherty@ks.gov](mailto:haley.dougherty@ks.gov), by September 1, 2025, with your decision as to whether you accept this project funding during the funding period offered. If the City accepts the project, an engineer from the KDOT Bureau of Traffic Engineering will contact you to discuss the next steps, including project contracts and scheduling.

Again, we appreciate your commitment to increasing safety in your community and for your community's interest in this program.

Sincerely,

A handwritten signature in blue ink, appearing to read "Vanessa Spartan".

Vanessa Spartan, AICP, RSP<sub>1</sub>  
Chief, Bureau of Transportation Safety

c: Sara Peters, Chief, Bureau of Traffic Engineering  
Joe Finely, District 6 Engineer  
Haley Dougherty, State Highway Safety Engineer