

OWNER-ENGINEER AGREEMENT

THIS AGREEMENT is made this 5th day of September 2023, by and between The City of Garden City, KS (hereafter "Owner"), and Wilson & Company, Inc., Engineers & Architects (hereafter "Engineer"), to perform professional engineering services as described herein. Therefore, for valuable consideration as set forth herein, the Owner and Engineer agree as set forth below.

PROJECT: Multi-jurisdictional Safe Streets and Roads for All (SS4A)

ENGINEER'S SCOPE OF SERVICES: (hereafter referred to as "Services") are generally described as follows, as more fully set out in Engineer's Scope of Work dated September 5, 2023, attached hereto as Exhibit A and incorporated herein by reference:

Description and Project Location: Develop a Comprehensive Multi-Jurisdictional Safe Streets for all (SS4A) Action Plan, incorporating data collection, analysis, road safety audits, stakeholder engagement, and strategic project selections to address safety.

Jurisdictions Include: The City of Garden City, KS; Finney County, KS; The City of Holcomb, KS; Seward County, KS; The City of Liberal, KS; Haskell County, KS; Scott County, KS; The City of Scott City, KS; Logan County, KS; The City of Oakley, KS; Decatur Count, KS; The City of Oberlin, KS.

Terms and Conditions

ARTICLE 1 - GENERAL

- 1.1 Owner employs Engineer as an independent contractor, to perform the Services described herein. The Engineer agrees to accept responsibility for the proper conduct of Engineer's Services performed under this Agreement, whether performed by Engineer's employees or subconsultants. Engineer shall not subcontract any portion of its work without prior written approval of Owner. Owner approves of the subconsultants identified in the attached Exhibit B.
- 1.2 To the extent required by law, all final documents prepared by Engineer or its subconsultants shall be sealed by a professional licensed in the state the Project is located.
- 1.3 The Engineer shall designate a representative authorized to act in the Engineer's behalf. Engineer reserves the right to change representatives as necessary due to availability.
- 1.4 The Engineer shall attend necessary meetings with Owner related to the Services. Engineer's base fee includes 4 such meetings, not to exceed 2 hours each (these are general project meetings included in Scope of Work Task 10, Project Management). Meetings in excess of those budgeted shall be considered and reimbursed as Additional Services.

- 1.5 The Engineer shall recommend to the Owner the obtaining of such investigations, surveys, tests, analyses and reports as may be necessary for the proper execution of the Engineer's Services.
- 1.6 If the Scope of Services requires Engineer to provide Opinions of Probable Construction Cost, Owner acknowledges that the Engineer has no control over the cost of labor, material or equipment, or over Contractor's methods of determining prices, or over competitive bidding or market conditions. The opinions of construction costs provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's reasonable judgment as a design professional familiar with the construction industry. Engineer cannot, and does not, guarantee that the bids or the project construction costs will not vary from the Opinions of Probable Construction Cost prepared by the Engineer. If Owner desires more accurate information on Project cost, it shall independently retain the services of a construction estimator.
- 1.7 The Engineer represents that it is authorized to practice engineering in the state in which the Project is located.

ARTICLE 2 - ENGINEER'S OBLIGATIONS

- 2.1 Engineer agrees to perform its Services in accordance with the standard of care set out in Article 5.1. Unless otherwise provided herein, Engineer agrees to furnish all materials, supplies, tools, equipment, supervision, labor, drawings and anything else necessary to fully perform all of the Services described herein.
- 2.2 The Engineer shall (a) cooperate with the Owner and all other consultants or contractors whose work may relate to the Engineer's Services; and (b) specifically note and promptly advise the Owner of any interference with the Engineer's Services.
- 2.3 STUDY AND REPORT PHASE
 - 2.3.1 Based on the project requirements provided by Owner, the Engineer shall complete the Multi-jurisdictional Safe Streets and Roads for All (SS4A) Action Plan and Report as provided in Appendix A Scope of Work for approval by Owner.
- 2.4 TIME
 - 2.4.1 The Engineer shall commence its Services within five (5) working days of written Notice to Proceed from the Owner and if such Services are interrupted for any reason, the Engineer shall resume such Services within five (5) working days from the Owner's notice to do so.
 - 2.4.2 The Engineer shall perform Basic and Additional Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Engineer shall submit, for the Owner's approval, a schedule for the performance of the Engineer's services which shall be adjusted as required as the

Project proceeds, and which shall include allowances for periods of time required for the Owner's and the Owner's review and approval of submissions and for approvals of authorities having jurisdiction over the Project.

- 2.4.3 The Engineer will exercise due diligence in the performance of its professional services, but due to the nature of the work, the Engineer cannot guarantee a specific timetable for completion of the Contractor's Work. The Owner waives any right to make any claims against the Engineer for any damages or expenses claims as a result of delays in the progress of the Work so long as due diligence has been exercised by the Engineer in accordance with Paragraph 5.1, below.

ARTICLE 3 - OWNER'S OBLIGATIONS

- 3.1 Designate a representative authorized to act on the Owner's behalf. Owner reserves the right to change representatives as necessary due to availability.
- 3.2 Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- 3.3 Provide Engineer with approval of the final work program outlining the scope of the Project, the budget and the schedule.
- 3.4 Furnish Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- 3.5 Furnish Engineer with such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services.
- 3.6 With respect to all information Owner is required to provide or furnish Engineer, as set forth above in Paragraphs 3.2 through 3.5 inclusive, or any other information Owner provides or furnishes to Engineer pertinent to the Project and upon which it is reasonably anticipated Engineer will rely upon, Owner shall notify, in writing, Engineer of all defects, errors, or omissions in such information known by Owner or for which Owner should reasonably have knowledge.
- 3.7 Arrange for right of entry and safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
- 3.8 Furnish Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- 3.9 Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

- 3.10 The Owner shall provide timely input and responses to Engineer with regard to approvals of designs or other inquiries. If the Owner detects any error or omission in Engineer's designs or documents, Owner shall give prompt notice to Engineer of same so that it may be corrected in a timely manner.
- 3.11 The Owner shall, at the written request of the Engineer, prior to commencement of Engineer's services and thereafter, furnish to the Engineer reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement. Furnishing of such evidence shall be a condition precedent to commencement or continuation of the Engineer's services. After such evidence has been furnished, the Owner shall not materially vary such financial arrangements without prior notice to the Engineer.
- 3.12 If the Owner requires that any assembly, system, product item of material, or design be included in the Project without (or against) the Engineer's recommendation, or if the Owner selects a contractor, subcontractor, or material fabricator, or any assembly, system, product or item of material, without (or against) the Engineer's recommendation, the Engineer shall have no responsibility for such decision by the Owner or for the performance of such owner-specified items or persons, nor shall the Engineer be required to issue any opinion or certificate with respect to such items or the work of such persons. The Owner shall indemnify and hold the Engineer harmless from all claims, damages, loss and expense, including reasonable attorney's fees and defense costs incurred as a result of any such decision by the Owner.
- 3.13 In the event that the Owner furnishes the Engineer with documents showing existing conditions, or prior projects or designs for the Engineer's use in connection with the Project, the Owner represents to the Engineer that with regard to any and all such documents and designs, , whether in hard copy or on computer disk format (hereafter collectively referred to as the "documents"), the Owner is the true and legal owner, licensee or assignee of the copyrights in and to all such documents and grants Engineer a royalty-free license to copy such documents. Owner recognizes that the use of such documents by Engineer will be at Owner's sole risk and without any liability, risk or legal exposure to the Engineer, and Owner therefore agrees that, to the fullest extent permitted by law, the Owner will indemnify, defend and hold harmless the Engineer, its sub-consultants, and their respective officers, directors, employees and agents from and against any claim of copyright infringement, trademark infringement, unfair competition or other related claim or cause of action brought or asserted by any person or entity claiming to be the lawful owner, assignee or author of such documents, or claiming some other right that has allegedly been violated by the Engineer's use of these furnished documents on this Project.

ARTICLE 4 - PAYMENT

- 4.1 Owner agrees to pay to the Engineer for the performance of the Engineer's Work on the following basis:

- a. The Total compensation for the Professional Services listed in the Scope of Work, Exhibit A may not exceed \$1,690,000.00. Compensation will be made based on a net fee amount of \$114,857.93 and the Engineer's reimbursable actual costs.
 - b. Actual costs will include Engineer's Direct Labor Cost times a factor equal to the Federal Acquisition (FAR) Overhead Rate (186.65%) on costs for all services performed by principals and employees engaged directly on the Project plus the reimbursable expense costs incurred by Engineer on the Project as per 4.3 Reimbursable Expenses.
 - c. Engineer's estimate of Actual Costs for Scope of Work is estimated in Exhibit C, Estimated Costs and Reimbursable Expenses.
- 4.2 OTHER. Where the basis of compensation to Engineer is cost of work plus fee, hourly rates or other method, such terms shall be set forth in Exhibit C, attached hereto.
- 4.3 REIMBURSABLE EXPENSES.
- 4.3.1 Reimbursable Expenses include expenses incurred by the Engineer in the interest of the Project, as follows.
- a. Expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approvals of authorities having jurisdiction over the Project.
 - b. Expense of reproductions, postage and handling of drawings, specifications, reports and other documents.
 - c. Subconsultant costs in connection with the Project.
 - d. Expense of renderings, models and mock-ups requested by the Owner.
 - e. Expense of additional insurance coverage or limits, including professional liability insurance, in excess of the requirements of Article 8.
 - f. Reimbursable expenses shall be paid at the direct cost of expenses incurred by the Engineer.
- 4.3.2 Lien Waivers, in a form acceptable to Engineer, shall be furnished if requested by Owner after receipt of each progress payment.
- 4.3.3 Applications for intermediate progress payments shall be submitted to Owner in writing and shall state the amount of the Engineer's Services that has been performed and expenses incurred during the applicable pay period. Such Applications for Payment shall be submitted to the Owner on a four (4) week basis.

- 4.3.4 Payments to the Engineer shall be made within seven (7) days after receipt by the Owner of the Application for Payment. Payment will be credited first to any interest owed to Engineer and then to principal.
- 4.3.5 If Owner fails to make any payment due Engineer for services and expenses within seven (7) days after receipt of Engineer's invoice, then:
- a. Amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said seventh day;
 - b. Engineer shall be entitled to its attorney's fees and costs in any action to recover amounts due and unpaid; and
 - c. Engineer may, after giving seven (7) days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- 4.3.6 If Owner disputes an application for payment, whether monthly progress payment of lump sum payment, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.6.
- 4.3.7 If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is otherwise entitled under this Agreement.

ARTICLE 5 - STANDARD OF CARE

- 5.1 The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- 5.2 Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- 5.3 Subject to the standard of care set forth in Paragraph 5.1, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- 5.4 Engineer and Owner shall comply with applicable Laws and Regulations.
- 5.5 Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 5.1, and to the extent compliance is not inconsistent with professional practice requirements.
- 5.6 This Agreement is based on laws, statutes, rules, regulations, ordinances, codes, orders of governmental bodies, agencies, authorities, courts having jurisdiction, and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
- a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- 5.7 Engineer shall not be required to sign any document, no matter by who requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- 5.8 Engineer shall not at any time supervise, direct, control, or have authority over the work of any person or entity performing or supporting construction activities relating to the Project, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any person or entity performing or supporting construction activities relating to the Project, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of any person or entity (not including Engineer, its employees, agents representatives, and consultants) performing or supporting construction activities relating to the Project to comply with laws, statutes, rules, regulations, ordinances, codes, orders of governmental bodies, agencies, authorities, and courts having jurisdiction, applicable to that person or entity's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any person or entity (not including Engineer, its employees, agents, representatives, and consultants) performing or supporting construction activities relating to the Project.
- 5.9 Engineer neither guarantees the performance of any person or entity performing or supporting construction activities relating to the Project nor assumes responsibility for any failure to furnish and perform the Work in accordance with the Construction Contract

Documents by any person or entity performing or supporting construction activities relating to the Project.

- 5.10 Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

ARTICLE 6 - ADDITIONAL SERVICES

- 6.1 If authorized in writing by Owner and agreed to in writing by Engineer, Engineer shall perform services not covered by the Scope of Services under this Agreement and Engineer will be paid for such additional services by Owner in accordance with Engineer's Hourly Rate Schedule, Exhibit C, attached; or by lump sum as agreed by the parties.

ARTICLE 7 - USE OF ENGINEER'S DOCUMENTS

- 7.1 The Engineer shall be deemed the author of all documents and designs created and prepared by the Engineer and shall retain all common law, statutory and other reserved rights, including the copyrights. Subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the documents and designs created and prepared by the Engineer, the Owner shall be permitted to retain copies, including reproducible copies, of the Engineer's drawings, specifications and other documents for information and reference, subject to the following limitations:
- 7.2 Owner acknowledges that such documents and designs created and prepared by the Engineer are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
- 7.3 Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants;
- 7.4 Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and,
- 7.5 Such limited license to Owner shall not create any rights in third parties.

- 7.6 The Owner shall not use, modify or assign to others the Engineer's documents or designs on other projects without the Engineer's express written consent.

ARTICLE 8 - INSURANCE

- 8.1 Engineer shall procure and maintain in force, the insurance policies set forth below.

Owner agrees that these insurance policies are in place to respond to claims made against the Engineer and, further, Owner will not withhold payment due to the Engineer for Engineers Work, for any claims that are covered by Engineer's insurance. The Engineer's insurance shall be written with limits of liability not less than those set forth below:

TYPE	LIMITS
Workers Compensation	Statutory Amount
Employer's Liability	\$1,000,000 by disease \$1,000,000 each accident \$1,000,000 each employee
Commercial General Liability:	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Product/Completed Operations	\$2,000,000
Personal Injury/Advertising Liability	\$1,000,000
Automobile Liability:	
Combined Single Limit	\$1,000,000
Umbrella/Excess Liability	
Each occurrence	\$1,000,000
Professional Liability	
Each claim and annual aggregate	\$2,000,000

- 8.2 The Engineer shall maintain in effect all insurance coverage required under this Agreement at the Engineer's sole expense. All insurance policies shall contain a provision that the coverages afforded thereunder shall not be cancelled, except for non-payment of premium, until at least thirty (30) days prior written notice has been given to the Owner.

ARTICLE 9 - INDEMNITY

- 9.1 To the fullest extent permitted by applicable laws, statutes, rules, regulations, ordinances, codes, orders of governmental bodies, agencies, authorities, and courts having jurisdiction, Engineer shall indemnify and hold harmless, but not defend, Owner, and Owner's officers, directors, members, partners, and employees, from actual direct losses, damages, and judgments (including reasonable attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act, error, or omission of Engineer or those for whom Engineer is legally liable in the performance of professional services in this Agreement, as adjudicated in a court of competent jurisdiction. Nothing in this paragraph shall obligate Engineer to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Section 12, "Limitation of Liability."
- 9.2 To the fullest extent permitted by applicable laws, statutes, rules, regulations, ordinances, codes, orders of governmental bodies, agencies, authorities, court having jurisdiction, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from any damage, liability, cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Owner's negligent acts, errors, or omissions and those for whom Owner is legally liable and arising from the project that is the subject of this Agreement.
- 9.3 To the fullest extent permitted by applicable laws, statutes, rules, regulations, ordinances, codes, orders of governmental bodies, agencies, authorities, courts having jurisdiction, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from any material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to any federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- 9.4 The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

- 9.5 To the fullest extent permitted by applicable laws, statutes, rules, regulations, ordinances, codes, orders of governmental bodies, agencies, authorities, courts having jurisdiction, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- 9.6 To the fullest extent permitted by applicable laws, statutes, rules, regulations, ordinances, codes, orders of governmental bodies, agencies, authorities, courts having jurisdiction, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

ARTICLE 10 - DISPUTE RESOLUTION

- 10.1 Owner and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation as a condition precedent to pursuing legal action. Owner and Engineer agree that mediation shall be held in the state in which the Project is located.
- 10.2 Owner and Engineer agree to share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- 10.3 If the Owner and Engineer are unable to resolve a dispute through mediation pursuant to Paragraph 10.1, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction, in the state in which the Project is located, unless an alternate location is mutually agreed upon.

ARTICLE 11 - CONTRACT INTERPRETATION

- 11.1 This Agreement shall be governed by the law of the state in which the Project is located.
- 11.2 The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The invalid provision shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect.
- 11.3 This Agreement is solely for the benefit of the parties hereto and represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, proposals, bids, or agreements, either written or oral.
- 11.4 No modification or amendment of any of the terms and conditions of this Agreement shall be valid unless agreed to in writing and signed by both parties.

- 11.5 To the fullest extent permitted by applicable laws, statutes, rules, regulations, ordinances, codes, orders of governmental bodies, agencies, authorities, courts having jurisdiction, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 12 - LIMITATION OF LIABILITY

- 12.1 To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer, its officers, directors, employees, agents, and sub-consultants, and any of them, to Owner and anyone claiming by, through or under Owner, for any and all claims, losses, liabilities, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or this Agreement from any cause, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, or warranty (express or implied) of Engineer, its officers, directors, employees, agents or sub-consultants or any of them, shall not exceed the total compensation actually received by Engineer from Owner under this Agreement. The Owner agrees and acknowledges that specific consideration has been given by the Engineer for this limitation and that it is deemed adequate.

ARTICLE 13 - SUSPENSION AND TERMINATION

- 13.1 Engineer may, after giving seven (7) days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Article 4.
- 13.2 Engineer may, after giving seven (7) days written notice to Owner, terminate this Agreement if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or if Engineer's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond Engineer's control. In such event, Engineer shall have no liability to Owner on account of such termination.

ARTICLE 14 - ADDITIONAL TERMS

The following exhibits and attachments are hereby included:

- Certification regarding Sexual Harassment
- Certification of the Contractor - Covenant Against Contingent Fees
- Contractual Provisions Attachment (Form DA – 146a)
- Civil Rights Act Attachment
- Certification Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgements (if over \$25,000)
- Disclosure of Lobbying Activities (if over \$100,000)

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

Owner:

City of Garden City, Kansas

By: _____

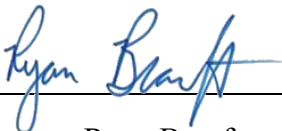
Print name: _____

Title: _____

Date: _____

Engineer:

Wilson & Company, Inc., Engineers & Architects

By: 

Print name: Ryan Branfort

Title: Senior Vice President

Date: 8/28/2023

None of the parties shall be legally bound by anything contained herein, or any negotiations pursuant hereto, unless and until the parties have agreed to all terms and this document has been executed and delivered by authorized representatives of each party.

Policy Regarding Sexual Harassment

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.
7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.

I hereby acknowledge that I have read the above State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

Wilson & Company, Inc., Engineers & Architects

Contractor Name (Type or Print)

By:


Signature

Ryan Branfort

Printed Name

Senior Vice President

Title

8/28/23

Date

CERTIFICATION OF CONTRACTOR

I hereby certify that I am Ryan Branfort and duly authorized representative of Wilson & Company, Inc., Engineers & Architects (CONTRACTOR) and that neither I nor the above agency I here represent has:

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

except as here expressly stated (if any):

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

8/28/23

(Date)



Name: Ryan Branfort

Title: Senior Vice President

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 5th day of September, 2023.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

KANSAS DEPARTMENT OF TRANSPORTATION CIVIL RIGHTS ATTACHMENT

PREAMBLE

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

CLARIFICATION

Where the term “contractor” appears in the following “Nondiscrimination Clauses”, the term “contractor” is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

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

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

CERTIFICATION BY PARTICIPANTS AS TO CURRENT HISTORY
REGARDING DEBARMENT, ELIGIBILITY, INDICTMENTS, CONVICTIONS, OR
CIVIL JUDGMENTS

By signing this certificate, the Participant certifies that neither it nor its principals (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any other position involving the administration of federal funds) is:

- (1) not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- (2) has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- (3) does not have a proposed debarment pending;
- (4) and has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three years.

List any exceptions here: _____

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

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

Participant/Firm's Name: Wilson & Company, Inc., Engineers & Architects

Address: 1700 East Iron Avenue

City/State/Zip: Salina, KS 67401

Authorized Company Official's Name and Title: Ryan Branfort, Senior Vice President
(Typed or Printed)

Signature of Authorized Representative:  8/28/2023
(Date)

**Certification -- Federal Funds -- Lobbying
Required Contract Provision**

Definitions

1. **Designated Entity:** An officer or employee of any agency, a Member of Congress or any state legislature, an officer or employee of Congress or any state legislature, or an employee of a Member of Congress or any state legislature
2. **Federal Grant:** An award of financial assistance by the Federal government (Federal Aid Highway Program is considered a grant program)
3. **Influencing (or attempt):** Making, with the intent to influence, any communication to or appearance before any designated entity in connection with the making of any Federal grant
4. **Person:** An individual, corporation, company, association, authority, firm, partnership, society, state or local government
5. **Recipient:** All contractors, subcontractors or subgrantees, at any tier, of the recipient of fund received in connection with a Federal grant.

Explanation

As of December 23, 1989, Title 31 U.S.C. (new) Section 1352 limits the use of appropriated Federal funds to influence Federal contracting. Under this new section no appropriated funds may be used by the recipient of a Federal grant to pay any person to influence or attempt to influence a designated entity in connection with the naming of a Federal grant or the extension, renewal, amendment or modification of any grant. These restrictions apply to grants in excess of \$100,000.00. Submission of this Certification is required for participation in this Project by Federal Law. For each failure to file, a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 may be imposed.

Note: If funds other than appropriated Federal funds have or will be paid to influence or attempt to influence a designated entity it must be reported. If required, the reporting shall be made on KDOT Form No. 401, "Disclosure of Lobbying Activities", in accordance with its instructions. KDOT Form No. 401 is available through the Bureau of Design.

THE ABOVE DEFINITIONS, EXPLANATION AND NOTE ARE ADOPTED AND INCORPORATED BY REFERENCE IN THIS CERTIFICATION FOR ALL PURPOSES THE SAME AS IF SET OUT IN FULL IN IT.

The maker of this Certification states that it has been signed on the maker's behalf or, if on behalf of some other person, that the maker is vested with legal right and authority to bind and obligate the other person in the making of this Certification submitted in regard to this Agreement.

The maker certifies that: No Federal appropriated funds have been paid or will be paid by or on behalf of the maker, to any person, for influencing or attempting to influence any designated person in connection with the awarding of any Federal grant or the extension, continuation, renewal, amendment or modification of any Federal grant.

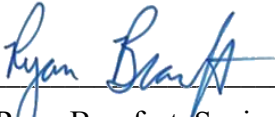
In the event that the maker subcontracts work in this Agreement, the maker will provide to and require the signing of this Certification by the subcontractor, and shall keep and maintain the original signed form as part of the contract with the subcontractor.

The maker understands that this Certification is a material representation of fact upon which reliance was placed as part of this transaction.

8/28/2023

(Date)

By:



Ryan Branfort, Senior Vice President

Exhibit A: Scope of Work

Multi-jurisdictional Safe Streets and Roads for All (SS4A)

City of Garden City
September 5, 2023

Description and Project Location: Develop a Comprehensive Multi-Jurisdictional Safe Streets for all (SS4A) Action Plan, incorporating data collection, analysis, road safety audits, stakeholder engagement, and strategic project selections to address safety.

Jurisdictions Include: The City of Garden City, KS; Finney County, KS; The City of Holcomb, KS; Seward County, KS; The City of Liberal, KS; Haskell County, KS; Scott County, KS; The City of Scott City, KS; Logan County, KS; The City of Oakley, KS; Decatur Count, KS; The City of Oberlin, KS.

Scope of Work: The scope listed below defines the work to be completed.

Task 1: Project Initiation and Finalization of Work Plan

- Finalize work plan outlining the planning process to be undertaken throughout the study period.
 - The project team will meet with the key project stakeholders City Staff, City Leaders, and Kansas Department of Transportation (KDOT) to provide an overview of the work program and anticipated schedule. Input to refine the work program, including the public involvement activities, will be sought after based on local agency experiences. A finalized work program and associated schedule will be generated and finalized for the project kick-off.
- Work with City and Multijurisdictional leaders to develop a Task Force/s.
 - Wilson & Company proposes a Task Force steering committee with a range of perspectives and responsibilities that may include City Staff, City Leadership, Traffic Committee, Go Finney County, KDOT, emergency management agencies (sheriff and PD), hospitals, and School Districts.
 - Separate Task Forces for local, regional level, and US-83 corridor may be warranted.

Task 1 Deliverables:

- Final Work Program and Schedule

Task 2: Preliminary Data Collection and Safety Analysis

Develop and update a GIS database with information for all roadway segments, curves, and intersections in the multijurisdictional study area. Incorporate the latest daily traffic volume estimates and heavy vehicle estimates from KDOT, localities, and third-party big data sources. Incorporate roadway conditions and attributes data (e.g., posted speeds, presence of shoulder/shoulder width, lighting) using a combination of datasets from the county Local Road Safety Plans (LRSPs), local jurisdiction data and input, and targeted field data collection.

Acquire crash data from KDOT and assess to identify potential data (trends) and geographic crash trends. Develop an initial summary to share during Engagement activities. Data analysis will include:

- Crash data tabular summary and systemic analysis review
- Geographic “heat map” summary
- Crash mapping for vulnerable road users (bicyclist/pedestrian) related crashes
- High Injury Network mapping for Vulnerable Road Users

- Crash mapping for commercial vehicle related crashes
- Identification of High Injury Network corridors for all crashes
- Review of appropriate Emphasis Areas (e.g. seat belts, alcohol/drug related, intersection, segment, curve, etc.) and Contributing Circumstances.

Wilson & Company will work with the project to acquire community information and plans to establish the baseline existing conditions relating to the transportation system and land uses to understand area attractors/activity centers. Additionally, recent, and programmed improvements, along with new developments within the planning area will be summarized to understand any changes that have occurred over time.

A policy review will be conducted to understand current practices relating to integrating safety into project selections, prioritization and decision making.

As part of the Safe Streets for All program, an equity analysis will be conducted to document population characteristics of the study area and understand whether identified Environmental Justice (EJ)/Justice40 populations are disproportionately impacted by safety risks. For each of these population areas, assess whether crash history or crash risk is disproportionate in comparison to the region as a whole or applicable areas (e.g., rural/urban, large city/small city). This should include a review of crash data and contribution circumstances against specific Emphasis Areas of the Kansas Strategic Highway Safety Plan (e.g. older drivers, pedestrians/cyclists, impaired driving). Evaluate the effectiveness of current safety measures in addressing the needs of these communities and identify and document any gaps or areas for improvements.

The preliminary findings will assist the team in developing the content for the visioning and goal setting workshop.

Task 2 Deliverables:

- GIS database of roadway segments, curves, and intersections with volume and conditions attributes + demographic data
- Crash data tabular summary
- Crash data geographic heat map summary
- Summary of recent and programmed improvements.
- Equity assessment of safety impacts and demographics
- Emphasis area analysis for discussion in Task 3.

Task 3: Identify Safety Emphasis Areas, Priority Corridors, Potential Countermeasures and Needs

Areas of concern, identified hotspot locations with disproportionate crash history or risk, should be looked at in more detail based on insights of the Task Force and Public Engagement. Engagement will provide insights on specific areas of concern, validate the data, and provide additional input for the vision and goals. These specific topic areas will be compared with the existing plans for emphasis area consistency to allow the community to understand if their issues are consistent with state and regional programs.

A more detailed evaluation will occur to identify priority safety corridors, spot locations, and systemic issues that surface from the data collection and engagement. Each safety corridor and spot location will be delineated and the data for these locations will be summarized to understand the core issues behind the crashes, and how potential countermeasures from each of the 4-E's can be applied to potentially correct the issues. In addition to RSAs included within the scope future Road Safety Audit (RSA) will need to be conducted – those locations will be identified for future applications. For locations where simple and low-cost countermeasures can be recommended, those, will be identified and summarized.

Task 3 Deliverables:

- Priority safety corridors, spot locations and systemic issues summary
- List of potential RSAs
- Draft potential countermeasures

Task 4: Focus - Key Safety Corridors, Intersections, and Pedestrian Accommodations within Garden City – Roadway Safety Audits (RSAs)

The road safety audits will be used to provide further evaluation of the roadway locations prioritized through the safety analysis and stakeholder feedback. They will assemble a team of safety professionals from different disciplines with regional expertise to participate in each of the audits; provide workbook materials and road safety audit purposes and processes and training, if needed, to the audit team prior to beginning the inspections; and provide audit reports for priority location and deliver the summary of the audit findings. We will review materials with KDOT on any materials developed as KDOT is also working towards developing RSA related training materials.

RSAs within Garden City will focus on Key Safety Corridors, Intersections, and Pedestrian Accommodations including:

- i. Trail/Sidewalk: Lighting, Pedestrian & Bicycle Trail Crossings
- ii. Mary Street Corridor from N Taylor Avenue (US50B/US83B) to E Kansas Avenue (K156): a focused look at intersections, eight signalized Intersections, one collector unsignalized intersection, and nineteen local street intersections
- iii. Kansas Avenue Corridor from N Taylor Avenue to Mary Street/Jennie Barker Road: a focused look at signalized intersections, Arterial, Collector, local street, and Commercial Site entrances, 5-Points Intersection (Taylor) (6 leg intersection)
- iv. Intersection RSAs: Bypass at Grade Intersections, Kansas/Campus & Schulman Intersections, Leslie/Larue intersection, Schulman/Larue intersection

Additional Garden City RSAs may be identified through public involvement. RSAs may then be included in the Action Plan as future RSAs to be conducted.

Task 4 Deliverables:

- Safety Study documentation to include data collected, public involvement, evaluations and findings/recommendations.

Task 5: US-83 Corridor

A Roadway Safety Audit (RSA) of the US-83 corridor through all applicants' jurisdictions. The evaluation will include traffic, safety, geometric, demographic, and anticipated development reviews. Low, medium, and high-cost improvement strategies will be developed. Public involvement activities will include agency coordination and public input/review meetings.

- Review available studies and plans from local/regional/state agencies, background information, and phone call log/concern information. Agency coordination of the, counties, towns/cities, KDOT District and KDOT Bureaus are anticipated.
- Review US-83 Safety Corridor Pilot Project, data, implementation, and engagement with KDOT.
- Conduct a desktop and field review of the US-83 study area to include existing and future land uses, access, traffic control and sight distance.
- Conduct US-83 corridor data collection to include 5-years of crash data; 24-hour segment ADT, speed, and truck counts; intersection turning movement counts; sign inventory and condition assessment; lighting inventory; access review; geometric review to include roadway, bridge width and roadside evaluations; and review how the corridor complies with current design standards.
- Develop graphic and written summaries for the field review information.
- Develop base map and location map graphics / summary tables.
- Evaluate data and develop safety countermeasure options for consideration.
- Identify potential low, medium and high-cost safety improvement strategies.
- Conduct coordination meetings with agencies and the public to obtain initial input on existing conditions information/review, and provide an opportunity for feedback on study preliminary countermeasure recommendations. Two public meetings are anticipated. (engagement activities may be combined within other Task Force meetings, online, and public meetings)
- Develop budgetary programming cost estimates of countermeasure strategy improvements.
- Develop a Safety Study documentation to include data collected, public involvement, evaluations and findings/recommendations.

Task 5 Deliverables:

- Safety Study documentation to include data collected, public involvement, evaluations and findings/recommendations.

Task 6: County action plans| Local road safety plans (LRSPs) updates

The Multi-Jurisdictional Action Plan will be updated to bring the County Local Road Safety Plans up to the standards required by an SS4A Action Plan. The Wilson & Company Team, as demonstrated in our qualifications and project experience, is intimately familiar with the development of the existing County LRSPs. We know the steps necessary to update them and safeguard their acceptance as an Action Plan.

To express the appropriate level of commitment for each county and impacted municipality, the Wilson & Company team will assist in drafting resolutions for adoption of Vision Zero Statements for inclusion in the Action Plan.

The LRSP's provided a risk analysis systemic review of the collector roads over 35mph, and outside of the city limits. The updates will include a fresh look at the safety analysis for all county roads, and review high crash locations as well as crashes within the city limits and along KDOT facilities. The update to an Action Plan will include an equity analysis, and new prioritized strategies and project selections with target dates. The LRSPs will be modified to include progress and transparency, and outcome measurements.

Task 6 Deliverables

- Updated LRSP to be included in Multijurisdictional Action Plan
- Resolutions for adoption of Vision Zero Statements for inclusion in the Action Plan

Task 7: Prepare an Implementation Plan

Beginning with assessing the organizational responsibilities for the various safety needs (specific and systemic), identified countermeasures, and the potential safety outcomes. A draft matrix of countermeasures will be developed to be shared with the stakeholder group. For each location, low-cost and investment-level countermeasures will be discussed. For investment-level countermeasures to be considered, future RSAs or design will be identified as a next step. Applicable funding sources will be identified, and a BCA analysis conducted for each potential project include in the plan.

The second step in the process with the stakeholder group will include developing a responsibility matrix for immediate countermeasure implementation. Responsibilities relating to each of the 4-E's will be assigned to develop this community-based safety plan. This will also identify current processes that need to be changed, updated or created.

Task 7 Deliverables:

- Organizational responsibilities for countermeasure implementation.
- List of immediate countermeasures to be implemented, and associated responsibilities identified.

Task 8: Engagement

Task Force/Steering Committee Engagement includes 1 in-person meeting at 3 locations and the remaining meetings are virtual. It is anticipated that Task Force/Steering Committee Engagements will include:

- **Task Force Startup and Preliminary Data and Safety Analysis**, will introduce the project to Task Force members, communicate expectations of members, provide an overview of SS4A, describe the project schedule, and solicit initial feedback. The discussions will include focused communication relating to each of the "4-E's" and specifically what and how is the community currently integrating Engineering, Education, Enforcement and Emergency Response/EMS into these specific topic areas. Feedback from this Task Force will help assist in drafting the vision and goals for safety in the community, including an eventual goal of zero roadway fatalities and serious injuries. Meeting will include a review of the Preliminary Data and Safety Analysis. The

Task Force meeting occurring after Task 2, will be used to verify the information and data, and to identify safety emphasis areas, priorities, and countermeasures.

- **Implementation Planning.** The Task Force meeting occurring after Task 3, will be used to solicit feedback on countermeasures, and prioritize safety projects and actions to be included in the final action plan.
- **Draft Report Review.** The Task Force meeting will be used to present the Draft Action Plan Report, and discuss next steps.

Public Engagement includes 1 in-person meeting at 3 locations and the remaining meetings are virtual. May also include web/virtual engagement to provide presentations of goals, emphasis areas, priority corridors and spot locations, and of the conditions found, the draft countermeasures, priorities, and implementation strategy. It is anticipated that Public Engagements will include:

- **Virtual Engagements.** On-going engagement to Convey priorities and receive public input on achieving the goals of zero fatalities. Virtual engagement could include an online interactive map allowing the public to comment on proposed countermeasures and priorities and engage stakeholders from communities disproportionately impacted by crashes or crash risk identified through the safety and equity analysis task.
- **Implementation Planning.** In person and virtual public engagement occurring after Task 3, will be used to solicit feedback on countermeasures, and prioritize safety projects and actions to be included in the final action plan.
- **Draft Report.** The Public Engagement meeting will be used to present the Draft Action Plan Report, and discuss next steps.

Task 8 Deliverables:

- Presentation Materials
- Draft Vision and Goals
- Task Force and Public Engagement sign-in sheets
- Task Force and Public Engagement Feedback Summaries

Task 9: Draft and Final Report

An executive summary and draft report will be distributed to the stakeholder group that captures the work conducted, vision and goals, input from the stakeholders and public, and outcomes/recommended program, and a description of how progress will be measured over time that includes, at a minimum, outcome data.

Comments will be sought, addressed and a final report will be produced. After the final report is produced, Wilson & Company will assist with presenting the Plan to the City Council.

Task 9 Deliverables:

- Executive summary

- Draft Report
- Final Report
- Council Presentation

After completion, an electronic version of the plan will be provided for posting publicly online.

Task 10: Project Management and Quality Control

General project management tasks, periodic project updates, invoicing, and 4 progress meetings (2 virtual and 2 in person) with the City of Garden City, KS. The consultant will establish and determine the quality assurance and quality control reporting format.

EXHIBIT B

Subconsultants

Owner approves of the use of the following subconsultants by Engineer:

<u>Name</u>	<u>Discipline</u>
Kimley-Horn and Associates, Inc.	Engineering, Traffic Safety, Local Road Safety Plans
Transsystems Corporation	Engineering, Traffic Safety, Local Road Safety Plans
Gewalt Hamilton Associates, Inc.	Traffic Counts
Single Wing Creative	Branding, Marketing, Public Engagement

Exhibit C: Estimated Costs and Reimbursable Expenses**Work Estimate Form - Wilson & Company****Description:** Multi-jurisdictional Safe Streets and Roads for All (SS4A)**Fee Type:** Cost Plus Fixed Fee with Maximum

<u>Direct Salary</u>	Hourly	Estimated	
Position Classification	Rate	Hours	Total Cost
Principal In Charge (Licensed)	\$104.00	218	\$22,672.00
Project Manager (Licensed)	\$70.00	832	\$58,240.00
Senior Design Engineer (Licensed)	\$60.00	558	\$33,480.00
Design Engineer (Licensed)	\$50.00	726	\$36,300.00
Senior Planner (Licensed)	\$50.00	548	\$27,400.00
Designer/Planner (Unlicensed)	\$40.00	958	\$38,320.00
Junior Planner (Unlicensed)	\$30.00	1,569	\$47,070.00
Grant Writer	\$45.00	81	\$3,645.00

Overhead Rate = 186.65%

Total Hours => 5490

Subtotal \$267,127.00

Overhead \$498,592.55

Subtotal \$765,719.55

Fee \$114,857.93

Subtotal \$880,577.48

Direct Expense \$809,422.52

Upper Limit \$1,690,000.00

<u>Direct Expense</u>	<u>A</u>	<u>unit</u>	<u>B</u>	<u>A*B</u>
Misc/Postage	83.77	misc		\$83.77
Mileage	29,250.0	mi.	\$0.655	\$19,158.75
Lodging	50.00	day	\$147.00	\$7,350.00
Meals	50.00	day	\$59.00	\$2,950.00
Counts	59,500.00	total		\$59,500.00
Streetlight	42,500.0	ea		\$42,500.00
Subconsultants	677,880.0	total		\$677,880.00

Direct Expenses \$809,422.52

Man-Hour Detail: Wilson & Company Multi-jurisdictional Safe Streets and Roads for All (SS4A)	Principal In Charge (Licensed)	Project Manager (Licensed)	Senior Design Engineer (Licensed)	Design Engineer (Licensed)	Senior Planner (Licensed)	Designer/Pla nner (Unlicensed)	Junior Planner (Unlicensed)	Grant Writer	Total Negotiated Hours
Total - Design Man-hours	218	832	558	726	548	958	1569	81	5490
Task 1 - Project Initiation and Finalization of Work Plan	18	40	24	0	0	0	0	0	82
Project work plan	8	8	8						24
Key project stakeholder meetings	8	24	8						40
Task Force Development Activities	2	8	8						18
									0
Task 2 -Preliminary Data Collection and Safety Analysis	22	40	8	14	84	174	280	0	622
									0
Existing Plans/Policies/Standards		4				20	20		44
GIS Database development		4			24	24	60		112
Crash locations / heat maps / hotspots	2	4			10	20	40		76
Vulnerable Road Users	8	4			10	20	20		62
Commercial/Heavy Vehicle	2	4			8	20	20		54
High Fatality & Severe Injury Network	4	4			12	20	20		60
Review of Emphasis Areas	4	4		4	10	20	20		62
Equity Overlays and Analysis	2	4			10	10	40		66
Review existing programmed improvements		4	8				20		32
Traffic Volume ADT Estimates		4		10		20	20		54
									0
Task 3: Identify Safety Emphasis Areas, Priority Corridors, Potential Countermeasures and Needs	14	48	16	108	152	100	185	0	623
									0
Risk Factors	2	4				20			26
Countermeasure Development vs. Risk Factors	2	4		20	20	20	20		86
Pedestrian and Bicycle Specific Countermeasures	2	8		20	32	20	20		102
Countermeasures Selections	2	8	8	20	20	20			78
Project Development	2	8	8	40	40	20	40		158
Equity considerations	2	8			40		80		130
Project Prioritizations	2	8		8			25		43
									0
									0
Task 4: Focus - Key Safety Corridors, Intersections, and Pedestrian Accommodations within Garden City – Roadway Safety Audits (RSAs)	28	160	108	320	100	320	340	0	1376
Trail and Sidewalk: Lighting, Pedestrian & Bicycle Trail Crossings	4	20	8	40	40	80	40		232
Mary Street Corridor (Taylor to E Kansas)	8	60	40	120	20	100	120		468
Kansas Avenue Corridor (Taylor to Mary St.)	8	60	40	120	20	100	120		468
Intersections	8	20	20	40	20	40	60		208
									0
Task 5: US-83 Corridor	32	90	72	160	42	172	148	8	724

Man-Hour Detail: Wilson & Company Multi-jurisdictional Safe Streets and Roads for All (SS4A)	Principal In Charge (Licensed)	Project Manager (Licensed)	Senior Design Engineer (Licensed)	Design Engineer (Licensed)	Senior Planner (Licensed)	Designer/Pla nner (Unlicensed)	Junior Planner (Unlicensed)	Grant Writer	Total Negotiated Hours
									0
Available Plans and Studies		4			2		8		14
Safety Corridor Pilot/KDOT data integration	4	4				40	20		68
Develop base map and location map	4	8		60	20	60	80		232
Desktop field review	4	24	16	40		40			124
Safety Countermeasures	8	20	20	20	20				88
Develop budgetary programming cost estimates of countermeasures	4	10	20	40					74
Plan Recommendations and Documents	8	20	16			32	40	8	124
Task 6: County action plans Local road safety plans (LRSPs) updates	4	22	4	0	20	20	40	0	110
Coordination	2	8	4						14
Vulnerable Road Users	2	4							6
Progress Tracking Methodology		4					20		24
Integration Templates for Overall Plan		2			20	20	20		62
Existing Plans/Policies/Standards		4							4
									0
Task 7: Prepare an Implementation Plan	28	72	76	116	24	56	50	20	442
Countermeasures and Implementation Objectives	8	12	8	40	8	20	20		116
Prioritization of Projects	4	12	32	32	8	10	10		108
Identify Opportunities (cost saving measures, bundling)	4	12	20	32		10			78
Potential Funding Strategies	8	20	8	12				20	68
Implementation Plan Documentation	4	16	8		8	16	20		72
									0
									0
									0
Task 8: Engagement	24	94	92	0	44	60	364	0	678
Task Force (3 meetings)	16	32	32			16	16		112
Public Engagement (1 public meeting)	4	32	32			8	32		108
Virtual Engagement Dashboard	2	4	4		12	12	80		114
Meeting Materials		4	8		8	8	80		108
Public Surveys	2	8			16		16		42
Meeting Coordination		12	8		4	16	40		80
Social Media/Press advisory					4		20		24
Engagement Feedback Summaries		2	8				80		90
									0
									0
									0
									0
Task 9: Draft and Final Report	12	68	64	8	38	44	154	8	396
Draft Report	4	8	8		8	20	40	4	92
Plan Documents	2	8	8	8	4	8	40		78
Monitoring	2	4	4		8	8	10		36

Man-Hour Detail: Wilson & Company Multi-jurisdictional Safe Streets and Roads for All (SS4A)	Principal In Charge (Licensed)	Project Manager (Licensed)	Senior Design Engineer (Licensed)	Design Engineer (Licensed)	Senior Planner (Licensed)	Designer/Pla nner (Unlicensed)	Junior Planner (Unlicensed)	Grant Writer	Total Negotiated Hours
Web Materials		4	4		10	8	40		66
Resolutions		8	4				8	4	24
Presentation		24	24						48
Final Report	4	12	12		8		16		52
									0
Task 10: Project Management	36	198	94	0	44	12	8	45	437
Project Startup	4	10	4						18
Project Team Project Management Plan	4	24	6						34
Meetings (internal and with Owner 2 in person)	8	52	52		12	12	8		144
General Project Management	16	80						45	141
QAQC	4	32	32		32				100
									0

Exhibit C: Estimated Costs and Reimbursable Expenses

Subconsultant Work Estimate Form - Kimley-Horn

Description: Multi-jurisdictional Safe Streets and Roads for All (SS4A)

Fee Type: Cost Plus Maximum

<u>Direct Salary</u>	Hourly	Estimated	
Position Classification	Rate	Hours	Total Cost
Principal In Charge (Licensed)	\$88.04	48	\$4,225.92
Project Manager (Licensed)	\$63.14	302	\$19,068.28
Senior Technical Expert (Licensed)	\$66.40	72	\$4,780.80
Design Engineer (Licensed)	\$46.88	80	\$3,750.40
Senior Planner (Licensed)	\$49.72	316	\$15,711.52
Designer/Planner (Unlicensed)	\$40.40	240	\$9,696.00
Junior Planner (Unlicensed)	\$38.72	1,076	\$41,662.72

Overhead Rate = 190.79%

Total Hours => 2134

Subtotal \$98,895.64

Overhead \$188,682.99

Subtotal \$287,578.63

Fee \$43,136.79

Subtotal \$330,715.42

Direct Expense \$9,335.00

Upper Limit \$340,050.42

<u>Direct Expense</u>	<u>A</u>	<u>unit</u>	<u>B</u>	<u>A*B</u>
Misc/Postage				\$0.00
Mileage	3,000.0	mi.	\$0.585	\$1,755.00
Counts		ea		\$0.00
Meals	30.0	day	\$59.00	\$1,770.00
Equipment		day		\$0.00
Lodging	30.0	day	\$147.00	\$4,410.00
Virtual Engagement				\$1,350.00
Tolls			\$50.00	\$50.00
Direct Expenses				\$9,335.00

Man-Hour Detail: Kimley-Horn Multi-jurisdictional Safe Streets and Roads for All (SS4A)	Principal In Charge (Licensed)	Project Manager (Licensed)	Senior Technical Expert (Licensed)	Design Engineer (Licensed)	Senior Planner (Licensed)	Designer/Pla nner (Unlicensed)	Junior Planner (Unlicensed)	Total Negotiated Hours
Total - Design Man-hours	48	302	72	80	316	240	1076	2134
	\$ 88.04	\$ 63.14	\$ 66.40	\$ 46.88	\$ 49.72	\$ 40.40	\$ 38.72	
Task 1 - Project Initiation and Finalization of Work Plan	4	28	0	0	0	0	16	48
Project kickoff	2	4					4	10
Project work plan / project management	2	24					12	38
								0
Task 2 -Preliminary Data Collection and Safety Analysis	2	28	12	0	48	0	236	326
GIS database development		4	4		16		40	64
Compile roadway volume estimates		4			16		40	60
Coordination with municipalities for road conditions data		4					40	44
Field data compilation (if necessary)		4					40	44
Census/equity data		4					16	20
Equity analysis	2	4	4		16		40	66
Support to crash analysis		4	4				20	28
								0
Task 3: Identify Safety Emphasis Areas, Priority Corridors, Potential Countermeasures and Needs	4	12	12	0	8	0	24	60
Safety emphasis areas	2	4	4		4		8	22
Priority corridors / spot locations / systemic issues	2	4	4		4		8	22
ID potential RSAs		4	4				8	16
								0
Task 4: Focus - Key Safety Corridors, Intersections, and Pedestrian Accommodations within Garden City – Roadway Safety Audits (RSAs)	0	40	0	0	0	0	40	80
Assist w/ Garden City RSAs (4)		40					40	80
								0
Task 5: US-83 Corridor	0	40	0	0	0	0	40	80
Assist w/ US-83 RSA (entire corridor)		40					40	80
								0
Task 6: County action plans Local road safety plans (LRSPs) updates	16	80	40	40	160	200	560	1096
Finney County + townships/KDOT	4	20	10	10	40	40	160	284
Haskell County + townships/KDOT	4	20	10	10	40	40	100	224
Seward County + townships/KDOT	4	20	10	10	40	40	100	224
Liberal	4	20	10	10	40	80	200	364
								0
Task 7: Prepare an Implementation Plan	8	24	8	40	20	40	40	180
Countermeasures, funding sources, and BCAs	4	12	4	40		40	20	120
Implementation responsibilities / updates to current processes	4	12	4		20		20	60

Man-Hour Detail: Kimley-Horn Multi-jurisdictional Safe Streets and Roads for All (SS4A)	Principal In Charge (Licensed)	Project Manager (Licensed)	Senior Technical Expert (Licensed)	Design Engineer (Licensed)	Senior Planner (Licensed)	Designer/Planner (Unlicensed)	Junior Planner (Unlicensed)	Total Negotiated Hours
								0
Task 8: Engagement	12	30	0	0	40	0	80	162
<i>Kick-off meeting (contained under Task 1)</i>								0
Preliminary data/safety analysis meeting	4	10					20	34
Implementation planning meeting	4	10					20	34
Virtual engagement	4	10			40		40	94
								0
Task 9: Draft and Final Report	2	20	0	0	40	0	40	102
Plan documentation for Finney/Haskell/Seward/Liberal	2	20			40		40	102
								0

Exhibit C: Estimated Costs and Reimbursable Expenses

Subconsultant Work Estimate Form - Transystems

Description: Multi-jurisdictional Safe Streets and Roads for All (SS4A)

Fee Type: Cost Plus Maximum

<u>Direct Salary</u>	Hourly	Estimated	
Position Classification	Rate	Hours	Total Cost
Principal In Charge (Licensed)	\$100.00	295	\$29,500.00
Project Manager (Licensed)	\$54.76	225	\$12,321.00
Design Engineer (Licensed)	\$50.00	74	\$3,700.00
Senior Planner (Licensed)	\$77.00	495	\$38,115.00
Designer/Planner (Unlicensed)	\$40.00	123	\$4,920.00
Junior Planner (Unlicensed)	\$35.00	995	\$34,825.00

Overhead Rate = 133.75%

Total Hours => 2207

Subtotal \$123,381.00

Overhead \$165,022.09

Subtotal \$288,403.09

Fee \$43,260.46

Subtotal \$331,663.55

Direct Expense \$6,160.00

Upper Limit \$337,823.55

<u>Direct Expense</u>	<u>A</u>	<u>unit</u>	<u>B</u>	<u>A*B</u>
Misc/Postage	1.0	lsum	\$50.00	\$50.00
Mileage	3,000.0	mi.		\$0.00
Counts		ea		\$0.00
Meals	30.0	day	\$59.00	\$1,770.00
Equipment		day		\$0.00
Lodging	30.0	day	\$98.00	\$2,940.00
Misc. Engagement	1.0	lsum	\$1,400.00	\$1,400.00
Direct Expenses				\$6,160.00

Man-Hour Detail: Transystems Multi-jurisdictional Safe Streets and Roads for All (SS4A)	Principal In Charge (Licensed)	Project Manager (Licensed)	Design Engineer (Licensed)	Senior Planner (Licensed)	Designer/Pla nner (Unlicensed)	Junior Planner (Unlicense d)	Total Negotiated Hours
Total - Design Man-hours	295	225	74	495	123	995	2207
	\$ 100.00	\$ 54.76	\$ 50.00	\$ 77.00	\$ 40.00	\$ 35.00	
Task 1 - Project Initiation and Finalization of Work Plan	26	8	0	26	0	0	60
Project kickoff	4	4		4			4
Project work plan / project management	12	4		16			12
Task Force work	10			6			16
							0
Task 2 -Preliminary Data Collection and Safety Analysis	173	28	12	52	16	45	326
Initial Database development	50	4	4	16	16	10	100
Heat Map summary for all Counties an dCities	30	4				5	39
VRU Mapping	10	4				5	19
Comm. Vehicle Mapping	30	4				5	39
Fat./Ser. Inj. Mapping	20	4		10		5	39
Emphasis Area development and charts	15	4	4	16		5	44
Support to equity analysis	8	4	4			5	21
Contributing Circumstances	10			10		5	25
							0
Task 3: Identify Safety Emphasis Areas, Priority Corridors, Potential Countermeasures and Needs	12	12	0	12	8	20	64
Safety emphasis areas	10	4		4	4	4	26
Priority corridors / spot locations / systemic issues	2	4		4	4	8	22
ID potential RSAs		4		4		8	16
							0
Task 4: Focus - Key Safety Corridors, Intersections, and Pedestrian Accommodations within Garden City – Roadway Safety Audits (RSAs)	10	25	0	25	0	10	70
Assist w/ Garden City RSAs (4)	10	25		25		10	70
							0
Task 5: US-83 Corridor	10	25	0	25	0	10	70
Assist w/ US-83 RSA (entire corridor)	10	25		25		10	70
							0
Task 6: County action plans Local road safety plans (LRSPs) updates	36	72	54	210	69	720	1161
Decatur County + townships/KDOT	4	12	10	10	15	120	171
Logan County + townships/KDOT	4	12	10	10	15	120	171
Scott County + townships/KDOT	4	12	10	10	15	120	171

Man-Hour Detail: Transystems Multi-jurisdictional Safe Streets and Roads for All (SS4A)	Principal In Charge (Licensed)	Project Manager (Licensed)	Design Engineer (Licensed)	Senior Planner (Licensed)	Designer/Planner (Unlicensed)	Junior Planner (Unlicensed)	Total Negotiated Hours
Oakley	8	12	8	60	8	120	216
Scott City	8	12	8	60	8	120	216
Oberlin	8	12	8	60	8	120	216
							0
Task 7: Prepare an Implementation Plan	8	16	8	40	20	50	142
Countermeasures, funding sources, and BCAs	4	8	4	40		30	86
Implementation responsibilities / updates to current processes	4	8	4		20	20	56
							0
Task 8: Engagement	12	24	0	45	0	80	161
<i>Kick-off meeting (contained under Task 1)</i>							0
Preliminary data/safety analysis meeting	4	8		15		20	47
Implementation planning meeting	4	8		15		20	47
Virtual engagement	4	8		15		40	67
							0
Task 9: Draft and Final Report	8	15	0	60	10	60	153
Plan documentation for Decatur, Logan, Scott, Oakley, Scott City, Oberlin	8	15		60	10	60	153
							0