



Office: 816.468.5858
Web: www.kveng.com
Address: 8040 N. Oak Trafficway
Kansas City, MO 64118

December 13, 2024

B24P5115-R

Dr. Jay Harris
Platte County R-3 School District
998 Platte Falls Road
Platte City, MO 64079

**RE: PROFESSIONAL SERVICES AGREEMENT
LOTS 4 & 5 OF COMPASS ADDITION
PLATTE CITY, PLATTE COUNTY, MO**

Dear Dr. Harris:

Please find enclosed the Professional Services Agreement for the above referenced project. If this agreement is acceptable to you, please return one fully executed copy to us and maintain a copy for your records. If you have any questions or require additional information, please do not hesitate to contact me at (816) 468-5858.

Respectfully submitted,
Kaw Valley Engineering, Inc.

Martin T. Arling, P.E.
Principal

Attachments: Professional Services Agreement
2024 Standard Hourly Rate Sheet
SAMPLE Acord 25 – Certificate of Liability Insurance.

\\VMKC-FILE\Projects\B24_5115_Proposal\Cover Letter.docx

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT made this 13th day of December, 2024, (the "Agreement"), by and between **Platte County R-3 School District**, located at **998 Platte Falls Road, Platte City, Missouri 64079**, ("Client"), and **Kaw Valley Engineering, Inc.**, located at **8040 N. Oak Trafficway, Kansas City, Missouri 64118** ("KVE"):

WHEREAS, Client is proposing to rezone Parcel Nos. 16-1.0-01-100-001-001.005 and 16-1.0-01-100-001-001.006 (Lots 4 and 5, Compass Addition in Platte City, Platte County, Missouri. Client also intends to subdivide Lot 4 into three lots. The parcels are zoned R1-8 and the desired zoning is C-2 (the "Project").

WITNESSETH, that for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that KVE shall provide the following services for the Client as set forth below:

ARTICLE 1 – SCOPE OF SERVICES

1.01 Basic Scope of Services. Upon execution of this Agreement, KVE shall provide the following services (collectively, the "Services"):

- 1. Boundary Survey and Partial Topographic Survey.** KVE shall perform a boundary and partial topographic survey of the project site. The survey area shall be limited to Lot 4 with the boundary element performed in accordance with Missouri standards. The topographic portion of the survey shall be limited to what is needed for the Minor Subdivision application. Title work shall be provided by CLIENT.
- 2. Rezoning.** KVE shall prepare the application for rezoning Lots 4 and 5, Compass Addition from R1-8 to C-2. KVE shall obtain a list of property owners within 200 feet. KVE shall place a sign, as provided by the city, on the property and send certified letters to the neighboring owners on the list to provide proper notification of the rezoning meeting. KVE shall attend the required Planning & Zoning and Board of Alderman meetings.
- 3. Minor Subdivision.** KVE shall submit to the City of Platte City for a Minor Subdivision to document the division of Lot 4 into three lots. Client shall provide KVE with the desired location of proposed lot lines. KVE shall make the application and provide the proper documentation. KVE shall attend the required meetings and submit the Minor Subdivision to Platte County for recording.

1.02 Additional Services. In addition to the Services, Client may desire additional services as Project requirements develop (the "Additional Services"). If authorized by the Client and KVE, KVE shall provide Additional Services which may include, but are not limited to the following:

- 1. Topographic Survey other than what is needed for Minor Subdivision**
- 2. Site Design**

1.03 Change in Scope. In the event there are changes in design criteria and/or geometrics which could not be anticipated by the Client or KVE, the scope of the Project and the Services could vary. If such conditions are encountered, KVE shall notify the Client and provide a revised scope of services.

ARTICLE II – CLIENT’S RESPONSIBILITIES

- 2.01 Client’s Responsibilities.** Client shall be responsible for, and KVE may rely upon, the accuracy and completeness, of Client's actions concerning the following in providing KVE's Services:
- A. Provide KVE with all criteria and full information as to Client’s requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications; and furnish copies of Client’s standard forms, conditions and related documents for KVE to include in the bidding documents, when applicable.
 - B. Furnish to KVE any other available information pertinent to the Project, including reports and data relative to previous designs, or investigations at or adjacent to the Project site.
 - C. Give prompt written notice to KVE whenever Client observes or otherwise becomes aware of any conditions involving hazardous materials as defined herein or of any development that affects the scope or time of performance of KVE’s services, or any nonconformance in KVE’s Services or in the work of any other contractor on the Project.
 - D. Arrange for the safe access to and make all provisions for KVE and KVE’s employees and agents to enter upon public and private property as required for KVE to perform its Services under this Agreement.
 - E. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by KVE for the Project (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Client deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
 - F. Obtain reviews, approvals and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by KVE and such reviews, approvals and consents from others as may be necessary for completion of each phase of the Project.
 - G. The Client shall promptly report to KVE any defects or suspected defects in KVE’s Services of which the Client becomes aware, so that KVE may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all Client contracts at any level to contain a like requirement. Failure by the Client and the Client’s contractors or subcontractors to notify KVE shall relieve KVE of the costs or remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

ARTICLE III – BILLING AND PAYMENT

3.01 Method of Payment for Services of KVE.

- A. **For Basic Services.** The Client shall pay KVE for Basic Services according to the following schedule of Lump Sum and Hourly Fees per scope item, plus Reimbursable Expenses, as set out in the attached Standard Hourly Rate Schedule:

i. *Lump Sum Fees*

1. Boundary Survey and Partial Topographic Survey	\$ 2,800.00
2. Rezoning	\$ 4,700.00
3. Minor Subdivision	\$ 5,450.00
Total Lump Sum Fees	\$ 12,950.00

Estimated budget for reimbursable items including, but not limited to, certified ownership list of properties within 200 feet, application fees, mailing costs, and mileage is \$1,900.00.

B. For Additional Services. Client acknowledges and agrees that any Additional Services are not included as part of the Services and shall be paid for by the Client in addition to payment for the Services. The Client shall pay KVE for Additional Services performed in accordance with the Standard Hourly Rate Schedule attached hereto.

3.02 Payment Due. Invoices shall be submitted by KVE monthly, are due and payable upon Client's receipt and Client shall be in material default hereunder if such amount in an invoice is not paid within thirty (30) calendar days of the invoice date.

3.03 Retainer. Client shall make an initial payment of \$0 as a retainer, upon Client's execution of this Agreement. Upon receipt of this retainer payment, KVE shall commence the Services as provided for under this Agreement. The retainer shall be held by KVE and shall be applied against the final invoice. In the event the amount of the retainer exceeds the final invoice, KVE shall refund the balance to Client with the final invoice. If the final invoice exceeds the retainer, Client shall promptly remit the amount due.

3.04 Late Fees. If payment in full is not received by KVE within thirty (30) calendar days of an invoice date, the applicable amount due under such invoice shall bear late fees at one-and-one-half percent (1.5%) percent per month (or the maximum rate of interest permitted by law), which shall immediately accrue and be calculated from the invoice date. Any payment received from Client thereafter shall first be applied to accrued late fees and then to the unpaid amount due under the applicable outstanding invoice.

3.05 Disputed Invoices. In the event of a disputed or contested invoice, Client shall promptly advise KVE in writing of the specific basis for doing so, may only withhold that portion so contested, and will pay any undisputed portion.

3.06 Suspension of Services. If the Project or KVE's Services are suspended by the Client for more than thirty (30) days, either consecutively or in the aggregate, over the term of this Agreement, Client shall be liable for payment of all Services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of Services, the Client shall compensate KVE for expenses incurred as a result of the suspension and resumption of its Services, and KVE's schedule and fees for the remainder of the Project shall be equitably adjusted to account for such delay. If KVE's Services are suspended for more than ninety (90) days, either consecutively or in the aggregate, KVE may terminate this Agreement upon five (5) calendar days' written notice to the Client. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, KVE may, in its sole and absolute discretion, suspend performance of Services upon five (5) calendar days' written notice to the Client. KVE shall have no liability to the Client, and the Client agrees to make no claim, for any delay or damages as a result of such suspension caused by the Client. Upon receipt of payment in full of all outstanding amounts due from the Client, or its curing of the breach under this Agreement

which caused KVE to suspend Services, KVE shall resume the Services and Client agrees that there shall be an equitable adjustment, in good faith, to the remaining Project schedule for the performance of such Services and the fees owed to KVE as a result of the suspension.

- 3.07 Payment Upon Termination.** In the event of any termination of this Agreement, KVE will be entitled to invoice the Client and Client shall immediately pay for all Services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

ARTICLE IV– GENERAL CONSIDERATIONS

4.01 Standards of Performance.

- A. The standard of care for all professional surveying/engineering and related services performed or furnished by KVE under this Agreement will be the care and skill ordinarily used by members of such engineer's/surveyor's profession practicing under similar circumstances at the same time and in the same locality. KVE makes no warranties, express or implied, under this Agreement or otherwise, in connection with KVE's Services and expressly disclaims same.
- B. While rendering services under this Agreement, KVE shall not supervise, direct, or have control over any other contractor's work performed for Client, nor shall KVE have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by any contractor, for safety precautions and programs incident to a contractor's work in progress, nor for any failure of any contractor to comply with applicable law to such contractor's furnishing and performing of its work on the Project.
- C. Client and KVE are aware that many factors outside KVE's control may affect KVE's ability to complete the Services to be provided under this Agreement. KVE will perform these Services with reasonable diligence and expediency consistent with sound professional practices.
- D. KVE neither guarantees the performance of any other contractor nor assumes responsibility for any contractor's failure to furnish and perform its work or services on the Project in accordance with Client's contract documents.
- E. KVE shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier associated with the Project, or of any of the contractor's agents or employees or any other persons (except KVE's own employees) at the Project site or otherwise furnishing or performing any work or material by such contractor, subcontractor, or supplier; or for any decision made on interpretations or clarifications of the contract documents relating to the Project given by Client without consultations and advice of KVE.
- F. Client understands that testing, inspection, and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. KVE will provide test results and opinions based on tests and field observations only for the work tested. Client understands and agrees that testing and observation are not continuous or exhaustive and are conducted to reduce – not eliminate – project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to a contractor) for notifying and scheduling KVE so KVE can perform these services. KVE shall not be responsible for the quality and completeness of any other contractor's work or their adherence to the Project contract documents, and KVE's performance of testing, inspection, and observation Services hereunder shall not relieve any other subcontractor, or supplier in any way from its responsibility for defects discovered in its work or materials, or create a warranty or guarantee by KVE.

- 4.02 Site Safety.** Neither the professional activities of KVE, nor the presence of KVE or its employees, agents and consultants at a Project site, shall relieve any other contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. KVE and its personnel have no authority to exercise any control over any construction contractor or its employees, agents or subcontractors or suppliers in connection with their work or any health or safety programs or procedures. The Client agrees that the general contractor on the Project shall be solely responsible for Project site safety and warrants that this intent shall be carried out in the Client's contract with the general contractor. The Client also agrees that the Client will cause KVE, its employees, agents and consultants to be indemnified by the Client or general contractor, if any, and shall be made additional insureds under the general contractor's policies of general liability insurance to the same extent as Client.
- 4.03 Hazardous Materials.** As used in this Agreement, the term "hazardous materials" shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCB's, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site. Both parties acknowledge that KVE's Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event KVE or any other party encounters any hazardous or toxic materials, or it becomes known to KVE that such materials may be present on or about the Project site or any adjacent areas that may affect the performance of KVE's Services, KVE may, at its sole option and without liability for consequential or any other damages, suspend performance of its Services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous materials and warrants to KVE that the Project site is in full compliance with all applicable laws and regulations. The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless KVE, its officers, directors, stockholders, partners, employees, agents and consultants from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action.
- 4.04 Authorized Project Representatives.** Contemporaneous with the execution of this Agreement, KVE and Client shall designate specific individuals to act as KVE's and Client's respective representatives with respect to the services to be performed or furnished by KVE and responsibilities of Client under this Agreement. Such individuals shall have authority to transmit instructions, receive information and render decisions relative to the Project on behalf of each respective party.
- 4.05 Electronic Files, Deliverables, Submittals.**
- A. KVE shall provide to the Client electronic drawing files. Such files shall contain plat and plan information and will be in Autocad Map compatible format. If KVE's work product exists in electronic or computerized format or is transferred in electronic or computerized format (CADD), the stamp, seal and signature shall be original, or may be a computer-generated copy, photocopy, or facsimile transmission of the original. Original maps or plans with original signatures and seals shall be considered the original documents delivered by KVE under this Agreement.

- B. Any use or reuse of original or altered CADD design materials by Client, agents of Client, or other parties without the prior review and written approval of KVE shall be at the sole risk of Client. Further, Client agrees to defend, indemnify and hold KVE and KVE's officers, directors, stockholders, employees, contractors, agents and consultants harmless from all claims, injuries, damages, losses, expenses and any attorney fees incurred by such indemnified parties arising out of the unauthorized use, re-use, or modification of these materials.
- C. Client recognizes that designs, plans, and data stored on electronic media including, but not limited to, computer disks and magnetic tapes may be subject to unauthorized use, misuse and uncontrollable deterioration. Upon document approval, KVE shall submit to Client any deliverables which have been contractually agreed to on electronic media. Client shall have thirty (30) days to inspect such deliverables and notify KVE of any irregularities in the deliverables. KVE will correct any such irregularities detected by Client in order to complete the design in accordance with the intent of the Agreement and specifications. At the end of said 30-day inspection period, KVE shall submit a final set of sealed documents, and any additional services to be performed by KVE relative to the submitted electronic materials shall be considered additional work and shall be approved by Client prior to commencing such effort.
- D. CADD submittals to or on behalf of Client will be prepared using Autocad Map and shall be considered within the Scope of Services in the Agreement. Submittals in other formats and/or other computer environments, and the work-effort related thereto, shall be considered additional work, and shall be approved by Client prior to commencing such effort.

4.06 Opinions of Probable Cost. KVE's opinions of Probable Cost (if any) are to be made based on KVE's experience and qualifications and represent KVE's good judgement as an experienced and qualified professional generally familiar with the industry. Client acknowledges and agrees that since KVE has no control over the cost of labor, materials, equipment, or services furnished by others, or over a contractor's methods of determining prices, or over competitive bidding or market conditions, KVE cannot and does not guarantee that proposals, bids, or actual construction costs for the Project will not vary from opinions of any Probable Cost prepared by KVE. Client acknowledges and agrees that if it desires greater assurance as to any Probable Cost, Client will employ an independent cost estimator as provided in Section 2.01.E. provided above.

4.07 Use of Documents.

- A. The parties agree that all KVE documents furnished by KVE to Client (the "Documents") are instruments of service. KVE shall retain an ownership and property interest therein (including the right of reuse at the discretion of KVE) whether or not the Project is completed.
- B. Copies of Documents that may be relied upon by the Client are limited to the printed copies (also known as "hard-copies") that are signed and sealed by KVE. Files in electronic media format of text, data, graphics, or of other types that are furnished by KVE to Client are only for the convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days of receipt, after which the receiving party shall be deemed to have accepted the data thus transferred. Any

errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. KVE shall not be responsible to maintain documents stored in electronic media format after acceptance by Client.

- D. KVE makes no representations or warranties when transferring any Documents in electronic media format, as to their compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by KVE at the beginning of the Project.
- E. Client may make and retain copies of Documents for information and reference in connection with use on this specific Project by Client. Such Documents are not intended or represented to be suitable for reuse by Client or others on extension of the Project for which they were prepared or on any other project. Any such reuse or modification without written verification or adaptation by KVE, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to KVE or to KVE's Consultants. Client shall indemnify and hold harmless KVE and KVE's officers, directors, stockholders, employees, contractors, agents and consultants from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
- E. If there is a discrepancy between the electronic files and the hard copies of the Documents, the hard copies govern.
- F. Any verification or adaptation of the Documents for extensions of the Project for which they were prepared or for any other project will entitle KVE to further compensation at rates to be agreed upon by Client and KVE.

4.08 Insurance.

- A. KVE shall procure and maintain insurance as set forth in the attached SAMPLE Acord 25 – Certificate of Liability Insurance. Upon request, KVE shall cause Client to be listed as an additional insured on any applicable general liability and automobile liability insurance policies carried by KVE and furnish such certificate(s) prior to commencement of KVE's services and at renewals thereafter during the life of the Agreement.
- B. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be cancelled until at least thirty (30) days' prior written notice has been given to Client.

4.09 Delays. The Client agrees that KVE is not responsible for damages arising directly or indirectly from any delays for causes beyond KVE's direct control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the Client or Client's contractors, subcontractors, suppliers, agents or consultants; or discovery of any hazardous materials or differing site conditions at the Project.

In addition, if the delays resulting from any such causes increase the cost or time required by KVE to perform its Services in an orderly and efficient manner, KVE shall be entitled to an equitable adjustment in schedule and/or compensation as determined in good faith between the parties.

4.10 Termination For Cause. This Agreement may be terminated for cause by either party upon 30 days written notice to the other in the event of substantial failure to perform in accordance with the terms hereof by the defaulting party through no fault of the terminating party. If this Agreement is so terminated, KVE shall be paid for all Services performed up to the effective date of termination.

4.11 Controlling Law. The Client and KVE agree that this Agreement will be deemed to have been executed and delivered in the State of Kansas and will be governed by the laws of the State of Kansas (without regard to its conflict of laws' provision). Any action between the Client and KVE arising out of this Agreement or the performance of the Services shall exclusively and properly lie, and must be brought, in a state court of competent jurisdiction in the State of Kansas and the parties hereby consent to the exclusive jurisdiction and venue of such state courts.

4.12 Dispute Resolution.

A. All claims, disputes, and other matters in controversy between Client and KVE arising out of or in any way related to this Agreement will be submitted to non-binding mediation as a condition precedent to litigation. Notwithstanding any other provision of the Agreement, KVE shall have, in addition to any other right or option set forth herein, the right to create a lien upon the real estate on which the Project is located and the Services furnished to enforce KVE's mechanic's lien rights and remedies available to it under applicable law.

B. The prevailing party to any litigation will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other related expenses.

4.13 Notice in the Event of a Missouri Project. To the extent the Project is located within the State of Missouri, KVE hereby provides this statutory notice and for purposes thereof, the below terms "Owner" or "Your" shall mean the Client, and "Contractor" shall mean KVE, and "Contract" shall mean this Agreement:

NOTICE TO OWNER: FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

4.14 Exclusion of Special, Incidental, Indirect and Consequential Damages. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, KVE and its officers, directors, stockholders, employees, contractors, agents and consultants shall be liable to the Client or anyone claiming by, through or under Client for any special, incidental, indirect or consequential damages whatsoever arising out of or connected in any way to the Project or to this Agreement from any cause or causes, including, but not limited to, any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of KVE or its officers, directors, stockholders, members, partners, agents, employees. This waiver shall include, but is not limited to, loss of use of the Property or any improvements thereon, loss of profit, loss of business, loss of income, loss of reputation or any other similar damages that Client or anyone claiming by, through or under Client may assert.

4.15 No Third-Party Beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or KVE.

KVE's Services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against KVE because of this Agreement or the performance or nonperformance of services hereunder. The Client and KVE agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

- 4.16 Indemnification.** Subject to the terms of this Agreement, KVE agrees to indemnify and hold harmless the Client and its designated representatives from and against any and all direct and actual loss, cost, damage or expense, including reasonable attorneys' fees, to the extent such loss, cost, damage or expense solely arises out of and is caused by the negligent performance of the Services under this Agreement. KVE shall not be obligated to indemnify Client or its designated representatives in any manner whatsoever for the negligence or alleged negligence of Client or any other party over whom KVE has no right of control.
- 4.17 Betterment.** If due to KVE's negligence, a required item or component of the Project is omitted from KVE's construction documents, KVE shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will KVE be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.
- 4.18 Notices.** Any notice required under this Agreement shall be in writing, addressed as specified in this Agreement and sent by facsimile; registered, certified, express or regular U.S. mail; or by courier service to the address (or facsimile number) listed in this Agreement. All notices shall be deemed delivered upon the date of receipt by any of the methods specified above to the address or fax number of the recipient listed in this Agreement. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.
- 4.19 Assignment.** Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants customarily engaged by KVE shall be considered a permitted assignment for purposes of this Agreement.
- 4.20 Survival.** All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 4.21 Severability.** Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and KVE, who agree that this Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 4.22 Successors, Assigns, and Beneficiaries.** The Client and KVE each bind itself and his partners, successors, executor, administrators and permitted assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.
- 4.23 Waiver.** Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 4.24 Acceptance of Offer.** If this Agreement is not executed and dated by Client within thirty (30) days of the date of KVE's execution of this Agreement, KVE's offer of Services hereunder shall

automatically expire and KVE reserves the right to review the scope, cost and schedule for Services and adjust the terms hereof accordingly.

- 4.25 Statutes of Repose and Limitation.** The parties agree that all legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run upon the cessation of the KVE's Services, whether completed or terminated as provided herein.

ARTICLE V – AUTHORIZATION TO PROCEED

- 5.01 Authorization to Proceed.** By the timely execution and dating of this Agreement, Client accepts the terms hereof, acknowledges receipt of a copy hereof, including all Exhibits, and authorizes KVE to proceed with the Services. In the event Client is not the owner of the Project, Client represents that Client is the duly authorized agent of owner and has obtained the appropriate consent of such owner for KVE to proceed with its Services.

ARTICLE VI – ENTIRE AGREEMENT

- 6.01 Entire Agreement.** This Agreement, comprising pages 1 through 11, 2024 Standard Hourly Rate Sheet, and Acord 25 – Certificate of Liability Insurance, is the entire Agreement between the Client and KVE. It supersedes all prior communications, understandings and agreements, whether oral or written. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

KVE

CLIENT

KVE: **Kaw Valley Engineering, Inc.**

Client: **Platte County R-3 School District**

Signed: _____

Signed: _____

Name: Martin T. Arling, P.E.

Name: _____

Title: Principal

Title: _____

Date: December 13, 2024

Date: _____

Address for Giving Notice:

Kaw Valley Engineering, Inc.

Address for Giving Notices:

8040 N. Oak Trafficway

Kansas City, Missouri 64118

Authorized Project Representative:

Authorized Project Representative:

Name: Martin T. Arling, P.E.

Name: _____

Title: Principal

Title: _____

Phone: (816) 468-5858

Phone: _____

Accounting / Accounts Payable:

Email: _____

(Email address where invoices can be sent electronically)



2024 Standard Hourly Rate Schedule

This rate schedule is updated once each year in January, and the current rates in effect at the time of service shall apply.

Design Services

Principal	\$240.00
Project Manager.....	210.00
Structural Engineer	195.00
Senior Design Engineer	195.00
Design Engineer	165.00
Intern Engineer	130.00
Senior CADD Technician.....	125.00
CADD Technician	110.00
Administrative Assistant	75.00

Surveying Services

Survey Principal.....	\$175.00
Survey Project Manager	150.00
Professional Land Surveyor.....	140.00
1 - Person Survey Party with Standard Equipment	145.00
2 - Person Survey Party with Standard Equipment	185.00
Survey Party Leader	110.00
Survey Party Technician.....	75.00
Survey CADD Technician	115.00
GNSS Equipment.....	35.00
Robotic Total Station Equipment	35.00
Terrestrial 3D LiDAR Scanning.....	45.00
GeoSLAM Mobile 3D LiDAR Scanning.....	55.00
UAS Drone.....	150.00
ATV Equipment.....	250.00/Day

Geotechnical, Construction Inspection & Materials Testing Services

Manager of Field Services	\$120.00
Geotechnical Engineer.....	190.00
Materials Engineer	175.00
Registered Geologist	110.00
Truck-Mounted Drill Rig with Crew	225.00
ATV-Mounted Drill Rig with Crew	250.00
Engineer Technician	80.00
Senior Engineer Technician.....	95.00
Non-Destructive Testing Technician.....	120.00

In addition to the above, reimbursement shall be made for expenses incurred in connection with the project, such as filing fees, print, research materials, equipment rental, mileage, per diem, postage and handling, and any other related expenses will be billed at their direct cost. Subcontracted labor, technical photography, and other direct job costs will be billed at their direct cost.

PRINTING & COPYING

Miscellaneous Expenses	At direct cost
Walk-In Customers	\$10.00 flat fee
Mylar	10.00 / sheet
Bond	2.50 / sheet
8½" x11" (Black & White).....	0.50 / sheet
11"x17" (Black & White)	0.80 / sheet
8½" x 11" (Color).....	1.50 / sheet
11" x 17" (Color).....	2.50 / sheet

EQUIPMENT

Vehicle Mileage (Truck or Auto)	\$0.67 / mile
Vehicle Mileage (Drill Rig)	\$5.00 / mile

Hourly Rate Sheet 2024.docx. 0124

2319 N. Jackson, PO Box 1304 ▪ Junction City, Kansas 66441 ▪ Tel: 785-762-5040
 8040 N. Oak Trafficway ▪ Kansas City, Missouri 64118 ▪ Tel: 816-468-5858
 14700 West 114th Terrace ▪ Lenexa, Kansas 66215 ▪ Tel: 913-894-5150
 1627 Sunflower Lane ▪ Salina, Kansas 67401 ▪ Tel: 785-823-3400
 20 E. 5th Ave ▪ Emporia, Kansas 66801 ▪ Tel: 620-208-5240
 200 N. Emporia, Suite 100 ▪ Wichita, Kansas 67202 ▪ Tel: 316-440-4304



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/8/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER IMA, Inc. - Kansas City 11350 Switzer Rd, Suite 200 Overland Park KS 66210	CONTACT NAME: IMA Wichita Team		FAX (A/C, No):
	PHONE (A/C, No, Ext): 316-267-9221	E-MAIL ADDRESS: certs@imacorp.com	
INSURER(S) AFFORDING COVERAGE			NAIC #
License#: PC-1210733 KAWVALL-01	INSURER A: The Cincinnati Insurance Company		10677
INSURED Kaw Valley Engineering Inc. 2319 North Jackson Street Junction City KS 66441	INSURER B: Swiss Re Corp Solutions Capacity Ins Corp fka Firs		34916
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 1890438188

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			ENP0538086	6/1/2024	6/1/2027	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ENP0538086	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ENP0538086	6/1/2024	6/1/2027	EACH OCCURRENCE	\$ 7,000,000
							AGGREGATE	\$ 7,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EWC 053822705	6/1/2024	6/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Professional and Pollution Liability			CNP100004002	8/8/2024	8/8/2025	Each Claim Aggregate	\$5,000,000 \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability Coverage includes Contractual Liability - Railroads, subject to the terms and conditions of the policy.

Automobile Liability includes coverage for Certain Operations in Connection with Railroads, subject to the terms and conditions of the policy.

CERTIFICATE HOLDER**CANCELLATION**

For Information Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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