MKEC ENGINEERING SUCCESS

January 27, 2017 Rev 00

Mr. Bob Faires
Howard + Helmer Architecture
3500 N. Rock Road, Suite 500
Wichita, KS 67226 via email

REFERENCE

HAYSVILLE NATATORIUM – ENGINEERING SERVICES

Mr. Faires:

MKEC Engineering, Inc. is pleased to have the opportunity to submit a proposal for the work associated with the subject Project. This proposal document provides you with our fee estimate and the MKEC attached scope of work.

All engineering services described in the Scope of Services shall be performed on a lump sum basis. Additional labor hours and expenses required to perform any scope changes will be billed per the MKEC 2017 Rate Sheet (See Attachment E).

BASE CONTRACT – FEE COMPENSATION

The professional fees MKEC requests for the Scope of Work outlined in Attachment B are as follows:

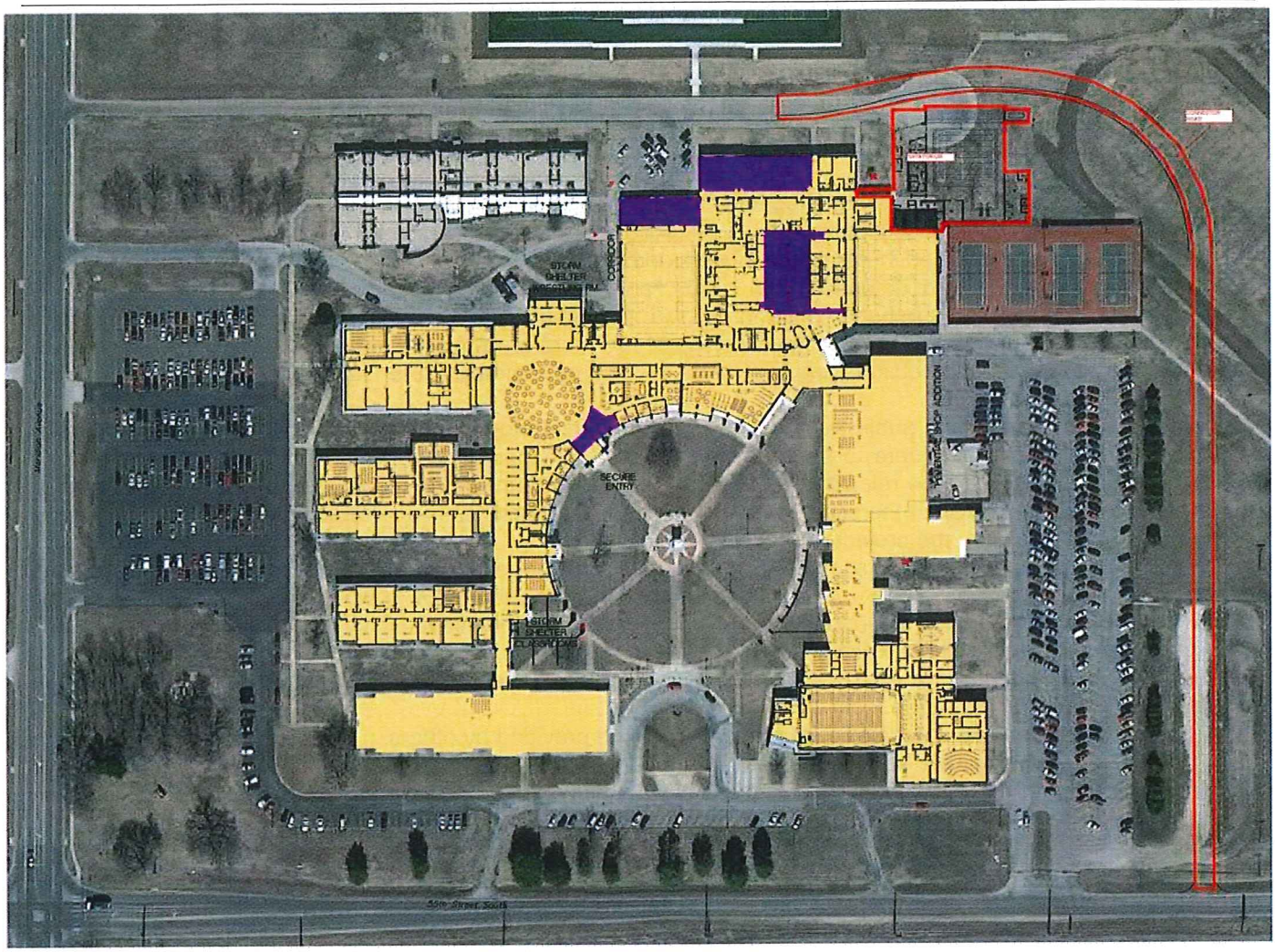
TASK	DESCRIPTION	ESTIMATED FEE
01	Site Topographic & Boundary Survey	$5,750.00
02	NOI/SWPPP	$2,900.00
03	Site Civil Engineering	
a.	Natatorium Site	$28,500.00
b.	Access Roadway (Connector to 55th Street)	$21,700.00
04	Construction Administration (home office)	$1,500.00
TOTAL BASE CONTRACT FEE		**$60,350.00**

Reimbursable expenses are defined as such expense related to transportation, expense of reproduction, postage and handling of drawings and specifications, excluding those for office use, and courier expenses such as UPS or FedEx. These expenses are better outlined in Attachment D.

BILLING

Professional services will be billed monthly, on a percent complete basis. **Reimbursable expenses will be considered as an owner direct expense and will be billed to you at the actual costs plus 10%.** If you concur with this proposal, please sign, date, and return this letter stating your approval for MKEC to begin work on this project. Invoices are due and payable within 30 days of date of invoice. Invoices past due are subject to interest at the rate of 1½% per month. This proposal will become void after 60-days from the date submitted.

ATTACHMENT 'A': SUBJECT PROPERTY MAP



Task 03 – Site Civil Engineering

Paving, Grading and Drainage Plans

1. Assist Owner in finalizing necessary geometric layout adjustments for the building expansion and access roadway improvements.
2. Prepare an existing conditions and demolition plans as necessary.
3. Dimension plan showing layout for building expansion and access roadway and driveway connection to 55th Street South.
4. Prepare grading and drainage plans indicating contours and spot grades.
5. Prepare plans for site structures necessary for proper site grading and drainage.
6. Layout, fine grading, material selection, surface drainage and vehicular pavements and exterior planting areas. Select drain inlet/catch basin fixtures.
7. Plan shall include, but not limit to, typical sections, respective standards and specifications.
8. Detention is not expected to be required similar to previous projects at Campus.
9. Site lighting by others.
10. Preparation of Construction Drawings and Technical Specifications. Drawings shall conform to applicable codes and regulations of governmental bodies having jurisdiction over the work.

Stormwater and Site Utility Plans

1. Design of wet-utility services will include domestic and fire water, sanitary sewer service and Stormwater including rainleaders brought to within five (5) feet of the building line.
    - Provide COW private project (PPW) plans as required for the relocation of the existing waterline along the north entry drive and in conflict with the new building and fire line servicing the new building. Prepare plan and profile sheets indicating required appurtenances. City of Wichita specifications will be referenced.
        - Main extension, fire lines, fire hydrants and service lines as necessary
    - Provide COW private project (PPS) plans as required for the extension of the existing sanitary sewer main along the north edge of the property to serve the building expansion.
    - Private Stormwater Sewer extension of pipe and inlet locations to receive drainage from parking and building. The Scope of Work associated with site storm sewer includes design of cross road pipes at pavement crossings, storm water collection, rain leaders, and piping from near the building. The Scope also includes design of ditches to convey storm water to the appropriate discharge point, such as the drainage ditch to the west or an existing underground storm sewer system. The Scope does not include the design of extensive on-site underground storm sewer systems.
    - Private project as built drawings and submittal to the City (by contractor).
2. Prepare required engineering analysis and reports for submittal to regulatory agencies as may be required.
3. Revisions per agency comments.
4. Provide rain leader plan to within 5' of each connection point. Drainage flow rate at each connection point to be provided by the Mechanical Engineer. Connection detail by Architect.
5. Dry utility service coordination – limited to denoting the routing of services on plan drawings only. Locations and alignments provided by others. Dry-utility (gas, cable, tv, phone) schematic routing diagram brought to within five (5) feet of the building line.
6. Pot holing of existing utilities for design information as necessary (by others).

Task 04 – Construction Administration

Construction Phase

1. Provide assistance to the Owner with questions during bidding procedures conducted by the Construction Agent as related to provided construction documents.
2. Propose and/or evaluate value engineering and/or substitutions with respect to cost implications and effect on quality and/or scope of the Work. Prepare a written analysis of the proposals including recommendations.
3. Review shop drawings. Review contractor's submittals to determine general conformance with the design intent as set forth by the contract documents. Submittals will be reviewed and returned within ten (10) working days indicating acceptance or other appropriate action in manner acceptable to the Owner.
4. During the construction of project provide clarifications of the drawings as requested.

ATTACHMENT 'D': **REIMBURSABLE EXPENSES** (not covered by base contract fee maximum)

In addition to professional fees outlined, the Client shall pay all out-of-pocket expenses which are defined as actual expenditures made by MKEC, their employees, and / or professional consultants in the interest of the project and include, but are not limited to, the following expenses, unless another arrangement has been made (i.e. per diem, etc.). Items that are directly reimbursable are:

- Permit, application, and review fees to Governmental agencies.
- Easement recording fees
- Printing costs to include blueprinting, photocopying and reproductions.
- Photographic supplies and processing.
- Soil lab and material testing for plant growing median and topsoil
- Study model materials.
- Special renderings, models, photographs and special consultants, when authorized by Client.
- Plotting and reproduction for progress meetings, presentations and submittals.
- Large format scans (11" x 17" and larger documents)
- Large format colored plots (11" x 17" and larger documents)
- Board mounted presentation graphics
- Mock-up time and materials (if mock-up is requested by the Client)
- Postage, freight, long distance telephone, facsimile, overnight express mail and courier services.
- All travel expenses for meetings outside of Wichita including (but not limited to) airfare, hotel, car rental, taxis and meals. Per Diem costs of $50.00 per day for miscellaneous tips and food expenditures.
- Mileage to/from meetings at IRS allowed rate.
- Hotel and car rental.

ATTACHMENT 'F': GENERAL CONDITIONS

MKEC Engineering, Inc. GENERAL TERMS AND CONDITIONS (PROFESSIONAL SERVICES)

1. **Agreement**. There is an "Agreement" between you, the "Client," and MKEC Engineering, Inc. ("Consultant"). This Agreement includes the Project proposal, these General Terms and Conditions, Consultant's Addenda, and the Fee Schedule. The Agreement represents the entire and only agreement between the parties and supersedes any and all agreements between the parties, either oral or in writing, including any purchase or work order issued by Client relating to the Project. If any term or provision of these General Terms and Conditions is found to be invalid under any applicable law, rule or regulation, that provision shall, to the narrowest extent possible, be deemed omitted and the remainder of the Agreement shall remain in full force and effect. This Agreement is exclusive of any other agreement(s) that may exist between Client and Consultant for separate proposals or projects not enumerated in the Project that is the subject of this Agreement. The rights and obligations of the parties under this Agreement and those of any other agreement are autonomous and exclusive to the individual agreement.
2. **Services**. Client engages Consultant to provide professional services ("Services") in connection with the project described in Consultant's proposal ("Project") to which these General Terms and Conditions are attached. Client agrees that services not specifically described in the Scope of Services identified in Consultant's proposal are covered by this Agreement but, at the Consultant's discretion, may require an amended Scope of Services and will require additional compensation to Consultant.
3. **Payment**. Client shall pay invoices upon receipt. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late payment fee of 1 ½% per month from the date of invoice. In the event Client's invoice remains unpaid for thirty (30) days from the date of invoice, Consultant may suspend all Services until paid in full and, in addition, may terminate the Agreement.
4. **Work Product**. Services provided under this Agreement, including, but not limited to, all drawings, reports, information, recommendations, opinions or other work product prepared or issued by Consultant, are for the exclusive use and benefit of Client or its agents in connection with this Project, and are not intended to inform, guide, or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project. Client will not distribute or convey or disclose such Services to any other persons or entities without Consultant's prior written consent, which shall include a release of Consultant from liability and indemnification by the third party. Consultant's Services are part of Consultant's professional services, do not constitute goods or products, and are copyrighted works of Consultant. However, such copyright is not intended to limit the Client's use of its work product in connection with the Project.
5. **Standard of Care**. Consultant will strive to perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession practicing in the same locality under similar circumstances at the time the Services are performed. This Agreement creates no other representation, warranty, or guarantee, express or implied. **CONSULTANT HEREBY EXCLUDES AND DISCLAIMS ANY AND ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY OF MERCHANTABILITY.**
6. **Limitation of Liability**. **To the fullest extent permitted by law, the total liability of Consultant for any damages, costs, fees, or other losses, for any claim or cause of action related in any way to the Project or Services, shall be limited to the greater of compensation actually paid to Consultant for the Services under the Project or $100,000.00.** Client hereby releases Consultant from *any* and *all* liability above such amount. This Limitation of Liability shall include any losses payable to Client. This Limitation of Liability applies to any and all claims, no matter how pleaded, including but not limited to, claims for errors and omissions, breach of contract, tort/negligence, quantum meruit/unjust enrichment, or breach of fiduciary duty, and applies to all phases of Services performed under this Agreement. Client agrees Consultant's Services will not involve the design of any equipment or the implementation of equipment in any use. Client agrees Consultant will not be liable for any claims, damages, costs, or expenses for personal injury brought by Client or any third party relating to design or implementation. Client agrees to defend, indemnify, and hold harmless Consultant from any liability for such claim.
7. **Client Responsibilities**. Client shall bear sole responsibility for (a) jobsite safety; (b) notifying third-parties, including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project site; and (c) cooperation with all requests by Consultant, including obtaining permission for access to the Project site. Client releases Consultant from liability for any incorrect advice, judgment, or decision based on inaccurate information furnished by Client or others. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the Project site, Consultant shall immediately stop work in the affected area and report the condition to Client.
8. **Electronic Media**. Because data stored on electronic media can deteriorate undetected or be modified without Consultant's knowledge, the Client accepts responsibility for the completeness or readability of the electronic media.
9. **Dispute Resolution**. The parties shall attempt resolution of any dispute arising under or related to this Agreement by mediation. Notwithstanding the foregoing, in the event of Client non-payment, Consultant may, at its sole option, waive mediation. Either party may demand mediation by serving a written notice on the other party stating the essential nature of the dispute. The mediation shall be conducted in accordance with the AAA Construction Industry Mediation Procedures then in effect within forty-five (45) days from the service of notice. The parties shall share the fees equally. If mediation fails, either party may institute litigation in the state or federal court of the county in which Consultant's office issuing the proposal is located. The prevailing party shall be entitled to attorneys' fees, cost, including costs incurred in the mediation and costs of enforcement of any judgment. The parties expressly waive any statute of limitations for a longer period of time and agree that any action shall be brought within one year from the date of Consultant's final invoice; however, this limitation on the statute of limitations shall not apply in the event of Client non-payment. In the event of Client non-payment, the standard Kansas statute of limitations applicable to actions related to written contracts shall apply. The parties expressly waive any and all rights to a trial by jury in any action, proceeding, or counterclaim brought by either of the parties against the other with respect to any matter relating to, arising out of, or in any way connected with this Agreement.
10. **Changed Conditions.** If during the course of performance of this Agreement conditions or circumstances are discovered that were not contemplated by Consultant at the commencement of this Agreement, Consultant shall notify Client of the newly discovered conditions or circumstances, and Client and Consultant shall renegotiate, in good faith, the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after the notice, Consultant may terminate this Agreement, and Consultant shall be paid for its services through the date of termination.
11. **Construction Observation**. If included in the Services, Consultant's construction observation service shall be limited to general observation of construction operations. Consultant shall not be responsible for constant or exhaustive inspection of the work, the means and methods of construction, or the safety procedures employed by Client's contractor. Performance of construction observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the Contractor's work may occur. Client shall hold its contractor solely responsible for the quality and completion of the Project, including construction in accordance with the construction documents. Any duty hereunder is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees, shall notify Consultant at least twenty-four (24) hours in advance of any observations required by the construction documents.
12. **Governing Law**. The laws of the State where the Agreement was entered into shall govern interpretation of this Agreement. If any term is deemed unenforceable, the remainder of the Agreement shall stay in full force and effect.
13. **Supplemental Conditions**. If any of the following conditions occur during the course of design or construction of the Project, this Agreement is terminated, billing of engineering Services completed to date will be provided, and a new engineering services contract will be negotiated to accommodate the new scope:
    a. Redesign or analysis of alternates after Design Development is accepted to accommodate value engineering items due to lack of funding or contractor requests that requires a re-negotiated engineering services contract. Consultant assumes project team leaders directly contracted to the client have budgeted and revealed all costs with Client and has accepted the values given. Consultant assumes no responsibility as to final contractor bidding that might deviate from the proposed budget. If rough budget values are required by any engineering discipline, it will be the responsibility of Client to request these values unless the original project's scope included engineering cost estimates provisions.
    b. If the project is put on hold or temporarily terminated for more than 15 calendar days, the Agreement will have to be re-negotiated prior to restart of the Project to re-establish a new schedule into Consultant's current work load.

Consultant Matrix

Schools	Survey & Civil Engineering			Survey			Civil Engineering			Soils Testing				Landscape Design		Kitchen Consultant		Pool Consultant			
Haysville USD 261	Budget	PEC	MKEC	Budget	PEC	MKEC	Budget	PEC	MKEC	Budget	GSI, Wichita	Terracon	PEC	PEC	MKEC	Budget	Sunflower	Budget	Larkin	Water's Edge	Aquatic Design
Package #1	**$40,000**	**$62,531**	**$43,236**								**$2,740**	**$1,800**									
Campus High School	$28,000	$47,531	$26,088	$12,000	$12,531	$5,104	$16,000	$35,000	$20,984	$10,000	$1,490	$1,050									
Ruth Clark Elementary School	$12,000	$15,000	$17,148	$4,000	incl.	$4,048	$8,000	$15,000	$13,100	$8,000	$1,250	$750									
Package #2																					
- Natatorium	X	$30,831	$12,464	X	$5,831	$2,464	X	$25,000	$10,000	X	$1,590	$850						$47,000			
- Natatorium - Revised Scope		$36,500	$60,700		$4,500	$4,200		$32,000	$53,000			$4,500	$3,200	incl.	$3,500				$71,500	$74,300	$84,300
- Natatorium at Campus - Revised Scope			$60,350			$5,750			$54,600												
Package #3	**$28,000**	**$40,000**	**$46,004**								**$1,890**	**$1,650**		**$4,500**							
Haysville Middle School	$22,000	$40,000	$46,004	$6,000	$15,000	$5,456	$16,000	$25,000	$40,548	$10,000	$1,890	$1,650		$4,500							
Colt Stadium + Concession & Restroom Bldg.	$6,000	incl	incl.	$2,000	incl	incl.	$4,000	incl.	incl.	$4,000	incl.	incl.				$5,000	$2,500				
Package #4	**$52,000**	**$27,500**	**$49,262**								**$1,640**	**$1,550**									
Haysville West Middle School	$36,000	$20,000	$49,262	$16,000	incl.	$5,984	$20,000	$20,000	$43,278	$12,000	$1,640	$1,550									
HWMS Athletic Facility	$8,000	$7,500	incl.		incl.	incl.	$8,000	$7,500	incl.	incl.	incl.	incl.									
- Concession & Restroom Bldg.	$8,000	incl.	incl.	$4,000	incl.	incl.	$4,000	incl.	incl.	$4,000	incl.	incl.				$5,000	$2,500				
Package #5	**$63,000**	**$95,096**	**$107,444**								**$3,000**	**$1,700**		**$11,200**							
Freeman Elementary School	$8,000	$2,500	incl.	$2,000	incl.	incl.	$6,000	$2,500	incl.												
Transportation & Maintenance	$23,000	$31,000	incl.	$5,000	incl.	incl.	$18,000	$31,000	incl.	$3,500	incl.	incl.		$4,100							
Haysville High School / Tri-City Day School	$32,000	$61,596	$107,444	$12,000	$19,396	$18,304	$20,000	$42,200	$89,140	$7,000	$3,000	$1,700		$7,100		$7,500	$4,500				
Package #6																					
Oatville Elementary School	$39,000	$43,646	$39,763	$4,000	$8,646	$5,632	$35,000	$35,000	$34,131		$700	$200		$2,400	$2,024						
	$222,000	$299,604	$298,173	**$67,000**	$65,904	$56,942	**$155,000**	$270,200	$358,781	**$58,500**	$11,560	$7,750		$15,700	$5,524	**$17,500**	$9,500	**$47,000**	$71,500		
		$162,596	$82,999		$34,396	$14,784		$128,200	$68,215												
		$245,595			**$49,180**			**$196,415**			**$7,750**			**$21,224**			**$9,500**				