PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

September 6, 2016

USD 261 Haysville Schools
1745 W. Grand
Haysville, KS 67060

Attention: Mr. Clint Schutte

Reference: Haysville USD 261
Haysville Natatorium
PEC Project No. 35-160000-000-0646

Dear Mr. Schutte:

This letter is written to serve as an agreement between United School District No. 261 (CLIENT) and Professional Engineering Consultants, P.A. (PEC) to provide professional services for civil engineering and surveying associated with the Haysville Natatorium, hereinafter called the PROJECT.

Specifically, PEC proposes to perform the Scope of Services as outlined in Paragraph A. below, which are provided for your review and approval.

A. Scope of Services:

1. Surveying Services including:
   a. Prepare a one-foot contour interval field topographic survey, locating both horizontally and vertically all visible improvements that may impact the sitework design.
   b. Establish permanent benchmark and verify boundary and pins at property corners as necessary for design, when adjacent to project area of disturbance.
   c. Provide location of all utilities, as identified by Kansas One Call, to the site and adjacent to the site in streets and easements.

2. Civil Engineering Design Services including:
   a. An Existing Conditions Plan identifying pre-construction conditions based on an on the ground topographic survey of the subject area.
   b. A Geometry Plan will be prepared for the site to identify the limits of proposed pavement and project stake-out coordinates.
   c. A Paving Plan will identify the limits of pavement and curbs as well as parking spaces. A typical pavement section will be included to establish subgrade preparation, pavement strength and thickness in accordance with the Geotechnical Report (by others). Paving and jointing details will be prepared, as well as a jointing plan for concrete pavement.

d. A Grading Plan establishing finish floor elevations for the proposed building(s); as well as proposed spot elevations and contours in the drives, parking area, and any other disturbed area, as necessary, for positive drainage away from the proposed improvements.
e. A Drainage Plan will be prepared to address management of storm water runoff in accordance with the City of Haysville Drainage Ordinance. The Plan will cover aspects related to storm water quality and management such as storm sewer piping, detention ponds, grading, water quality, and flood control BMPs. The plan will include storm sewer improvements to collect and discharge site runoff water.
f. A Water Plan will be prepared for the water service connection to the existing utility system and fire hydrant installation for fire protection. Fire hydrant installation is anticipated due to the location of the existing fire hydrants in the area. Building service connections shall be designed to a point 5 feet from the building(s).
g. A Sanitary Sewer Plan will be prepared for the service connection to the existing sanitary sewer system. Building service connections shall be designed to a point 5 feet from the building(s).
h. A Utility Plan will be prepared for coordination of Franchise Utility services for proposed improvements.
i. A Storm Water Pollution Prevention Plan (SWPPP) will be prepared in accordance with the City of Haysville and Kansas Department of Health and Environment (KDHE) requirements. This plan will assist in the completion of the KDHE Notice of Intent Form.
j. Provide Engineer's opinion of Probable Construction Cost.
k. Prepare Landscape Plan including plant material specifications, planting and soft scape details per the approved design in accordance with local requirements. Items to be included are irrigation, planting, and seeding.

3. Permitting:
   a. PEC shall assist in the CLIENT with the submittal of the application for the KDHE Notice of Intent.

4. The following services are included for civil engineering design:
   a. Produce drawings and specifications for bidding and construction.
   b. All drawings produced by PEC will be sealed by an Engineer licensed in the State of Kansas.
   c. Shop drawing review, response to RFIs, Civil ASI preparation, and answering contractor questions during bidding and construction.
   d. Coordination with CLIENT, design team, School District, and City staff.

B. Responsibility of CLIENT:

The CLIENT agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein.

1. AutoCAD files of site layout showing buildings and pavement limits. PEC will check paving geometry and recommend changes as needed.
2. If rain leaders are required, downspout locations and Mechanical plans indicating below grade rain leaders.
3. Building plumbing plans indicating the service line connection locations to the building.

C. Exclusions:

The following shall be specifically excluded from the Scope of Services to be provided by PEC.

1. Printing costs.
2. Telecommunications Design.
3. Site lighting and site power distribution.
4. Irrigation Design.
5. Landscape Design.
6. Pool Structure, piping, pumps, and deck design.
7. Building Internal Fire Protection System Design.
8. Franchise Utility Design.
9. Offsite water, sewer, and storm sewer extensions/improvements.
10. Retaining or Screen Wall Design.
11. Platting and/or Zoning change processes.
12. Easement abandonments and dedications.
13. Electrical or Mechanical Engineering Design.
14. Structural Engineering Design.
15. Environmental Assessments.
16. Travel outside Sedgwick County.
17. Construction Administration (other than specifically noted above).
18. Construction Testing and Inspection, Construction Staking.
19. The Owner shall establish and pay for a testing and inspection plan that includes all code mandated special structural inspections to be performed.

D. Payment Provisions:

PEC proposes to perform the Scope of Services described above on the basis of a lump sum fee, plus reimbursable expenses.

Reimbursable expenses shall include print costs, permit fees, outside consultants, overnight deliveries, vehicle or other expenses for out-of-Sedgwick County travel, and per diem expenses.

Fees for this project are as follows:

Surveying Services:	$ 4,500
Civil Engineering Services:	$32,000
Total Professional Services:	**$36,500**

Unless otherwise agreed upon, billings will be made once a month for work completed the previous month. Taxes are not included in stated fees. CLIENT shall reimburse PEC for any sales, use and value-added taxes, which apply to these services.

This letter and the "Standard Conditions" attached hereto comprise the entire agreement between the CLIENT and PEC. They may be altered only by Supplemental Agreement.

PEC staff assignment for the project will consist of Matt Billingslea, P.E. as the Project Manager and Samantha Dillon as the Project Engineer. Samantha has over 15 years design experience and is a current member of the City of Haysville Planning Commission. We believe her experience and familiarity with the City of Haysville will be a valuable asset to this exciting PROJECT.

Thank you for contacting us to provide professional services on the subject PROJECT. Should you have questions or if additional information is required, please do not hesitate to call. Return receipt of an executed copy of this letter will serve as our contract and notice to proceed with the work.

Very truly yours,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Matthew Billingslea, P.E.
Municipal Division

MEB/kah

Encl: As noted

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: _____
Michael D. Kelsey, P.E., Principal

Date: 9/6/16

ACCEPTED:

UNITED SCHOOL DISTRICT NO. 261

By: _____

Title: _____

Date: _____

PEC STANDARD CONDITIONS

1. STANDARD OF CARE: Professional Engineering Consultants, P.A., its officers, directors, employees, agents, shareholders, partners, consultants, sub-consultants, contractor, and sub-contractors (collectively "PEC") shall provide professional services to Client, its officers, directors, employees, agents, owners, members, shareholders, partners, consultants, sub-consultants, contractors, and sub-contractors, (collectively "Client") according to the agreed upon scope of services. PEC will perform the services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances at the time the services are performed, and in the same locality.

2. USE OF DOCUMENTS: Drawings, specifications, reports, programs, manuals, cost estimates, or other documents, including documents on electronic media, prepared under this Agreement are instruments of service and as such are only applicable to the subject PROJECT. Use of these documents for any other purpose without written authorization and consent of PEC is prohibited. PEC shall retain ownership thereof.

3. INSURANCE: PEC and the Client agree to each maintain statutory Worker's Compensation, Employer's Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this agreement. Additionally, PEC will maintain Professional Liability Insurance for PEC's negligent acts, errors, or omissions in providing services pursuant to this Agreement. If the Client is a design professional, then the Client agrees to maintain Professional Liability Insurance for its negligent acts, errors, or omissions in providing services pursuant to this Agreement. If a project is Design-Build, the Client and all subcontractors providing professional design or other services (e.g., architects, engineers, inspectors) shall maintain professional or similar liability insurance for claims arising from its negligent performance of said services. Proof of insurance shall be provided, upon request, prior to commencement of said services.

4. NO GUARANTEE: PEC does not provide a warranty or guarantee, express or implied, for any portion of the scope of services including drawings, specifications, reports, programs, manuals, cost estimates, or other documents of service. PEC does not warrant or guarantee any certification of the project, including any level of LEED certification. Items of beneficial use to the Owner, whether or not included in the contract documents, shall be paid for by the Owner. The provisions of this paragraph shall apply notwithstanding any statement or language contained in any other document or agreement that might be related to the project.

5. INDEMNIFICATION/HOLD HARMLESS: PEC agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client and its employees from any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) resulting from PEC's negligent acts, errors, or omissions through services provided pursuant to this Agreement by PEC or anyone for whom PEC is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless PEC, its employees and subconsultants from any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) resulting from the negligent acts, errors, or omissions by Client or those contractors, subcontractors, consultants, or anyone for whom Client is legally liable, and arising from the project(s) that is the subject of this agreement. PEC is not obligated to indemnify the Client in any manner whatsoever for the Clients' own negligence. If any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) result from the concurrent negligence of PEC and the Client, this indemnification shall only apply to the extent of each party's proportion of the responsibility.

6. DISPUTES: Any action or claims arising out of or related to this Agreement or the project that is the subject of this Agreement shall be governed by Kansas law. Good faith negotiation and mediation are express conditions precedent to the filing of any legal action. Mediation shall be conducted in accordance with the latest edition of the Construction Mediation Rules of the American Arbitration Association.

7. ASSIGNMENT OR SUBLETTING OF CONTRACT: Client shall not assign, transfer, or sublet any rights, duties, or interests accruing from this Agreement without the prior written consent of PEC. This Agreement shall be binding upon the Client, its successors and assigns.

8. NON PAYMENT/TERMINATION OF AGREEMENT: If the Client fails to make payment for services and expenses within 30 days following receipt of an invoice, PEC may, after giving seven days written notice to the Client, without liability for delay charges, suspend services under this Agreement until PEC has been paid in full for all amounts due. Each party to this Agreement reserves the right to terminate the Agreement at any time, without cause, upon 15 days written notice and subject to payment to PEC for the value of services rendered up to the time of termination.

9. DIFFERING SITE CONDITIONS: The conditions at the site are the property of the Client/Owner regardless of whether or not they could be identified by an investigation or exploration conducted according to the professional standard of care. A "Differing Site Condition" is a subsurface, hidden, latent, or physical condition at a project site/building not revealed by the site exploration, site investigation, or other information provided to the Client and which cannot be reasonably anticipated. Special risks occur whenever engineering is applied to identifying site/building conditions. Even a comprehensive investigation according to the professional standard of care may not detect all subsurface or site/building conditions. PEC shall not be liable for site/building conditions which could not be identified by such an investigation or exploration. Accordingly, the Owner/Client agrees to indemnify, including all costs and attorney fees, and hold PEC harmless from all claims for Differing Site Conditions, provided PEC performs the services specified in the Contract in a manner reasonably conforming to the terms of the Contract and to the Standard of Care.

10. EXTRA WORK: Services not specified in the Scope of Services set forth in this Agreement or due to regulatory changes shall be considered "extra work". No "extra work" will be performed without additional compensation per a supplemental agreement.

11. FORCE MAJEURE: The Client shall not hold PEC responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of PEC, or that could not have been reasonably foreseen and prevented including, but not limited to, fire, weather, floods, earthquakes, epidemics, war, riots, terrorism, strikes, and unanticipated site conditions.

12. AGREEMENT SOLELY FOR PARTIES' BENEFIT: This agreement is solely for the benefit of PEC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PEC or Client in favor of such third parties.

13. LIMITATION OF LIABILITY: To the fullest extent permitted by law, PEC's total liability to Client is limited to the greater of $50,000 or two times PEC's fee, for any and all damages or expenses arising out of this Agreement from any cause(s) or under any theory of liability. In no event shall PEC be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by Client or its subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.