



KEVIN COWAN
ARCHITECTS, LLC

April 11, 2022

Mr. Chris Crockett
Facilities & Grounds Supervisor

Turner Unified School District 202
Facilities & Ground Maintenance
5800 Metropolitan Ave.
Kansas City, KS 66106

Re: Fee Proposal for Architectural and MEP Design Services
Turner Elementary School Early Childhood Center

Chris,

We appreciate the opportunity to offer our professional consulting architectural and engineering services to you for this project.

Description of Project

This proposal is based on our site meeting with the building Principal, Chris Crockett and KCA & the understanding of the project scope, as follows:

Remodel the existing vacated space in the lower level of the Turner Elementary School (approximately 2000 SF). Remove in its entirety, all existing construction materials back to an open shell type space, to the exterior walls/basement walls. Design the space to meet the needs for 2 early childhood classrooms including new fixtures, finishes, toilet facilities, accessories, and mechanical/electrical/plumbing systems. Depending on the building code analysis, the project may require fire sprinkler design and fire utilities brought to this portion of the building. Additionally the provisions of a small passenger elevator or lift may also be required. A new individual early childhood playground is also anticipated to be required for the final project design. No budget limit has been provided for the project, but we have discussed a range of \$750,000.00 +/-.

Scope of Services

Our scope of **Basic Services** will include the following:

1. Site visit to verify existing conditions.
2. Provide demolition plans
3. Provide new construction plans
4. Submit plans and details to the City of Kansas City Kansas for approval
5. Provide mechanical, electrical, & plumbing designed systems by PKMR Engineers
6. Provide fire sprinkler design/build performance type specifications by PKMR Engineers
7. Provide minor structural modifications as may be necessary for the project
8. Provide a booklet specification complimenting the design.
9. Provide construction contract administration services that include submittal review, fielding questions limited site visits and a site visit for a punch list.



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Other Services anticipated to be required for the project:

1. Civil Engineering Services as may be required for the project are itemized in a separate attached letter. This Scope of Service is not included in the “Base Project” fee structure.
2. Surveying Services as required in the area around the projects building perimeter and area anticipated for the playground. This Service is going to be provided and paid for by the School District. The School District will be using Reissuance Infrastructure Consulting (RIC). The Design Team will be allowed to rely on the accuracy of this survey.

<u>Compensation</u>	Base Project	<u>\$65,000.00</u>
KC Architects (Architect)		\$49,500.00
Bob D. Campbell (Structural Engineers)		\$6,000.00
PKMR Engineers (MEP+Fire Protection Engineers)		\$7,500.00
Reimbursable Expenses		\$2,000.00
	If Elevator is Req'd. (add)	<u>\$8,000.00</u>
KC Architects (Architect)		\$4,000.00
Bob D. Campbell (Structural Engineers)		\$1,500.00
PKMR Engineers (MEP+Fire Protection Engineers)		\$2,500.00

Other Services (add) To Be Determined

Survey by the School District		\$0.00
Reissuance Infrastructure Consulting (RIC)(Civil Engrs)	As may be needed see attached	

Based upon our understanding of the project, we propose to furnish the described “Base Project” Scope of Services for a fixed fee of \$65,000.

- If the Unified Government (UG) requires an elevator for the project, we have provided a standalone additional fee of \$8,000.00 to do that task. This can be added as a second PO if we find this to be the position of the UG and the District wants to pursue those improvements.
- Our fees do include anticipated reimbursable costs such as mileage, printing costs and delivery costs which we will itemize with our invoice.
- Plan review fees will need to be paid by the Client.
- See reimbursable expenses and associated rates on the attached 2021 Services Rate Schedule.

Exclusions: We are excluding from our proposed services, the following items:

1. Site Work / Civil Engineering tasks, as may be necessary for the project, as determined by the UG (for a potential Fire Service Line & fire sprinklers). See attached RIC Civil Engineering scope letter of items that may be needed. These services can be added as an Additional Service once we have a clearer direction for the project.
2. Structural Engineering design revisions that may be needed for the damaged basement earth retaining wall. We will analysis the existing condition under the “Base Project” but not knowing the solution now, we need to exclude potential services to remedy this situation.
3. Responsibility for the design of any utility upgrades. See item 1 above.
4. Identification, abatement, or removal of asbestos or other hazardous materials.
5. Creation of as-built drawings at completion of the work/project.
6. Any Scope of Services not itemized above in the “Scope of Services”.
7. Architectural Services to provide a Final Development Plan to the UG.



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Additional Services

If changes to the project are made after we complete the permit drawings, then we will bill additional services for the changes including changes made because of "Value Engineering". Any additional services beyond the basic services described above will be compensated on an hourly basis unless the client negotiates a fixed fee amount for the revision. The hourly rates on our attached 2021 Services Rate Schedule shall be used for all hourly rate billings. Additional Services will be identified by the Architect and agreed to by the Owner in writing prior to the execution of said services.

Billing

Services will be billed monthly. See attached 2021 Services Rate Schedule for further conditions. Progress billings will be by percentage of work complete.

Warranties

KCA, BDC and PKMR will provide services in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. KCA, BDC and PKMR make no warranties or guarantees, express or implied, relating to services and disclaims any implied warranties of merchantability and fitness for a particular purpose.

Conclusion

We hope this proposal meets with your approval. Please call if you have any questions or comments regarding this proposal. We appreciate the opportunity to work with you on this project and will be available to proceed as soon as we receive your authorization.

Thank you.

A handwritten signature in blue ink that reads "Gregory J. Hasselwander".

Gregory J. Hasselwander
Principal



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2021 Services Rate Schedule

Compensation for all services will typically be invoiced monthly; billings, which include a breakdown of charges, are due upon receipt. Invoices, that are undisputed, thirty (30) days past due accrue interest at a rate of 1% per month (12% annually).

Kevin Cowan Architects, LLC Hourly rates:

Principal:	\$185.00 per hour
Supervisory/Architect:	\$155.00 per hour
Tech. 1 staff:	\$125.00 per hour
Tech. 2 staff:	\$100.00 per hour
Tech. 3 staff:	\$85.00 per hour
Tech. 4 staff/Clerical:	\$75.00 per hour

Expense rates:

Reimbursable expenses:

	cost	1.1 x cost
In-house printing/plotting (large format)	\$0.45/SF	
In-house copies (8-1/2" x 11" black/white)	\$0.25/each	
In-house copies (8-1/2" x 11" color)	\$0.85/each	
Out of house copies	actual cost	
Mileage	per Federal Gov's standard mileage rate	
Postage/deliveries	actual cost	
Travel/meals/lodging	actual cost	
Miscellaneous expenses (parking, tolls, etc.)	actual cost	

Consultant services (when reimbursable expense):

1.1 x cost

Reimbursable expenses are defined as project expenses required for a specific project's delivery, but generally include large and small format printing, plotting and reproduction, cost of providing electronic instruments of the Architects professional services, postage, delivery, auto mileage, out-of-town travel (transportation, room and board) and photo/processing, etc. These expenses have been established by the American Institute of Architects in Owner – Architect Agreements as standard reimbursable expenses.

Consultant services, when included in the Services Agreement, are provided by professionals through agreement with Kevin Cowan Architects, LLC for specific services which may include Civil, Structural, Mechanical (HVAC, plumbing, fire protection), Electrical, Acoustical, Lighting, Landscape, etc., consulting services. The above Consultant services may also be provided as an additional service when not included in the Services Agreement.

Kevin Cowan Architects LLC shall be entitled to rely upon the accuracy, completeness, and timeliness of all information and/or Consulting services provided by the Client or to the Client, at their direct expense.

**LETTER OF AGREEMENT FOR
PROFESSIONAL SERVICES**

April 11, 2022

Kevin Cowan Architects
Attn: Greg Hasselwander
7840 Conser Street
Overland Park, KS 66204

Re: **AGREEMENT FOR PROFESSIONAL SERVICES
For a proposed Turner Elementary School Building and Playground Addition in
Kansas City, Kansas**

Dear Mr. Hasselwander,

It is our understanding that Kevin Cowan Architects (“Client”) requests Renaissance Infrastructure Consulting (“RIC”) to perform the following services pursuant to the terms of this Letter of Agreement (hereinafter referred to as the “Agreement”).

1. RIC has reviewed the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the project.
2. RIC shall provide Client surveying, engineering, consulting, and landscape architecture services as more specifically described in Exhibit A attached hereto. Should Client request work not described and included in the above Description of Services, such as Additional Services, Consultant shall provide the client with a written scope and fee proposal for these services. RIC shall not commence work on Additional Services without Client’s prior approval in writing.

RIC agrees to provide its services, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope as defined in Exhibit B, Standard Terms and Conditions of Contract.

SCHEDULE FOR CONSULTANT’S SERVICES

3. Unless otherwise agreed, RIC would expect to begin performing its services under this Agreement promptly upon your signing and complete the Scope of Services in accordance with a mutually agreed schedule thereafter, exclusive of delays beyond RIC’s control.

COMPENSATION

4. Compensation for RIC’s services shall be a Lump Sum fixed fee plus reimbursement for direct project expenses more particularly described in Exhibit A attached hereto. RIC will invoice monthly based upon a percentage of completed work.

These financial arrangements are proposed with the assumption RIC’s bills will be paid

promptly and the project will progress orderly and continuously. Client agrees to pay RIC the amounts due for services rendered and expenses incurred pursuant to the terms of this Agreement within thirty (30) days after RIC has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give RIC written notice of such disputed item within five (5) days after receipt of such invoice and shall pay to RIC the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts within thirty (30) days of due date, interest will accrue on each unpaid amount at the rate of one and one-half percent (1.5%) per month from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

TERMS AND CONDITIONS OF SERVICE

5. **Limitation of Liability:** In recognition of the relative risks and benefits of the Project to both the Client and RIC, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of RIC and RIC's officers, directors, partners, employees, shareholder, owners and RIC's subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including reasonable attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of RIC and RIC's officers, directors, partners, employees, shareholders, owners and RIC's subconsultants shall not exceed twice RIC's fee for services. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

See Exhibit B, Standard Terms and Conditions of Contract, for further General Provisions.

6. The Agreement represents the entire understanding between Client and RIC with respect to the Project and may only be modified in writing signed by both parties.
7. If this proposal satisfactorily sets forth your understanding of our agreement, please sign the Letter Agreement in the space provided (indicating Client's designated Project representative if different from the party signing the Agreement). Retain a copy for your files and return an executed original to RIC. This proposal will be open for acceptance for a period of thirty days from the date set forth above, unless changed by us in writing.
8. By signing below, you acknowledge that you have full authority to bind Client to this agreement.

RENAISSANCE INFRASTRUCTURE CONSULTING (RIC)By  _____
Chip Corcoran, P.E., LEED APTitle President _____

If you are in agreement with the preceding proposal, please have an authorized member of Client sign below:

KEVIN COWAN ARCHITECTS

By _____

Title _____

Dated: _____

If different from above,

Client's Designated Project Representative

This proposal is valid for 30 days.

EXHIBIT 'A'**TO PROPOSED LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CLIENT AND RIC****DATED APRIL 11, 2022****DESCRIPTION OF BASIC PROFESSIONAL SERVICES AND RELATED MATTERS**

This is an exhibit attached to and made a part of the Proposed Letter Agreement for Professional Services dated March 14, 2022, between Finkle Williams Architecture (Client) and Renaissance Infrastructure Consulting (RIC) providing for professional consulting, land surveying, civil engineering, and landscape architecture services for a proposed Turner Elementary School Building and Playground Addition located at 1800 S. 55th Street in Kansas City, Kansas. Project area is approximately 2 Acres +/-.

PHASE 100**Task 102: Easements and Legal Descriptions (if needed)**

Various easements and legal descriptions may be required throughout the project development process for utilities, public and private easements and land transactions. RIC's licensed land surveyor will prepare legal descriptions and exhibits for easements and other requirements as needed required for the project. We anticipate up to four easement descriptions and exhibits may be required throughout the project. The fee for each legal description and accompanying exhibit is \$550.00.

Fee: \$550/ea**PHASE 200****Task 201: Pre-Application Meeting**

The Unified Government staff requires a pre-application meeting to be held with Unified Government staff at the initiation of the project. Unified Government staff will advise the planning process requirement and any special study requirements (i.e. traffic study, stormwater management plan, water flow testing, etc.). Also, public works and water services department staff will advise the project team of known public street and utility service capacity or condition issues, share available public records, and provide public works requirements for the project to proceed. RIC will prepare and submit preliminary planning documents, schedule a pre-application meeting and attend the meeting with the Client to introduce the project, identify special requirements and establish a project schedule.

Fee: \$550**Task 202: Final Development Plan (If Needed)**

RIC will prepare a final site development plan for the Unified Government planning process. The plan will be in accordance with the requirements of the City site development plan checklist. RIC will also attend the Planning Commission meeting for the final site development plan approval.

Fee: \$4,500

Task 204: Stormwater Memorandum (If Needed)

RIC will prepare a stormwater memorandum for submittal to the Unified Government outlining the proposed stormwater conveyance system and verification that the existing system has adequate capacity for the expansion area and that the overall system does not create adverse impacts to adjacent properties. In addition, this study will examine and recommend stormwater quality requirements consistent with the Unified Government Code. This study is required for approval of the Final Development Plan.

Fee: \$1,500**Task 205: Land Disturbance Plans and Permit**

RIC will prepare modifications to the land disturbance plans and stormwater pollution prevention plan for this phase of the development. Updated information will be forwarded to KDHE and the Unified Government as required.

Fee: \$1,900**PHASE 300****Task 301: Civil Site Documents**

Using the approved Final Development Plan, RIC will prepare a base site drawing and the following construction plans for the permitting the proposed development. All plans shall be prepared in accordance with standards set forth by the local government agencies and utility providers, the Client's design criteria. RIC will coordinate its submittal materials with the Client's other consultants. The Civil Site Plans are more particularly described as follows:

Cover Sheet shall include name of development, sheet index, vicinity map and general site plan and other civil/survey requirements.

Site Layout Plan shall include general notes, lot information, sign locations and other miscellaneous information required to properly locate and describe the development.

Final Grading & Drainage Plan shall include vertical control information. Spot grades shall be shown to indicate surface drainage patterns in and around all structures. This plan will coordinate with grades established for all paved areas as shown on the private paving plan.

Erosion Control Plan shall include general notes, location of erosion control methods, temporary access locations, temporary staging area locations and other information required by the local government.

Dry Utility Plan shall include location and general routing of site electrical service, telephone service, cable service and natural gas service if required. Locations of the above utilities will be coordinated with local service providers. Task includes contacting utility service providers, in coordination with the architect, to determine acceptable routes and additional requirements for service. Easements required for each service will be shown if applicable.

Wet Utility Plan shall include the design for private sanitary sewer and water service connections to the public lines. Plans will meet the requirements of the City to obtain connection permits for the development.

Storm Sewer Plan shall include plan and profile sheets, location and elevation of service stubs and construction details.

Storm Drainage Map shall include drainage areas and calculations for the design of the storm sewer systems.

Private Paving Plan & Details shall include horizontal and vertical design information necessary for the construction of the private pavement including jointing details and other miscellaneous details required for asphalt and concrete pavement construction. The asphalt and concrete pavement section, along with subgrade treatment will be provided by a licensed geotechnical engineer retained separately by the Owner.

Private Pavement Marking/Striping/Signage Plan shall include location, type, and specifications for painting and signage for all private pavement areas.

Standard Site Details shall include details for the following site improvements: pavement sections, driveway approaches, curb and gutter, private storm sewer curb inlets and junction boxes, ADA compliance, private sanitary sewer manholes and private water main systems.

Specifications shall include standard site specifications for civil site work for the Client to be included in the construction documents.

Fee: \$5,500

If a Final Development Plan is not needed, this task will be adjusted to include work normally performed during the FDP process and included in the Construction Documents.

If Final Development Plan is not needed, Alternate Fee \$8,500

Task 302: Landscape Architecture Plans

RIC will prepare a landscape plan in accordance with the Unified Government requirements for the final development plan submittal and the construction documents plan set. This fee also includes preparation and submittal to the Unified Government of impervious area calculations and landscape certification at the conclusion of construction.

Fee: \$1,200

Task 303: Utility Coordination

RIC will provide utility coordination services to assist the utility companies in their design and layout of water, sewer, gas, electric, telecommunication services, if required. Task includes contacting utility service providers, in coordination with the Client, architect and MEP engineer to determine acceptable routes and additional requirements for service.

Fee: \$900

PHASE 400

Task 401: Construction Administration (If Needed)

RIC will provide construction administration services including a pre-bid meeting with the general contractors and subcontractors and assisting with RFI's and/or addenda, reviewing shop drawings and submittals to assist the client with contractor requests for information.

Fee: \$3,000

Direct Expenses:

Including travel, mileage, printing, long distance, overnight delivery services, and duplication. These expenses will be billed as a percentage of project completion on each progress invoice.

Fee: \$900

Project Assumptions:

We have made several assumptions in the preparation of this proposal. These assumptions and subsequent explanations are as follows:

- It is RIC's understanding part of the existing building will be renovated to be used for the early education center and no additional building construction will be required.
- An AutoCAD plan of the building and playground footprints will be provided by the Client.
- Construction documents will be prepared based on direction from the owner and the final site plan being determined prior to the preparation of these documents. Any significant changes or building modification at this stage will be considered additional services.
- Public utilities are available at the project boundaries.
- Any available construction details as well as prior approvable plans for similar facilities that the Client has in its possession will be provided to RIC.
- Often, the one call locates are not completed and/or utility companies have not provided sufficient information prior to the requested deadlines for submittals. In these instances, RIC will make appropriate notations on the plans and inform the client that the information shown on the plans is approximate based on field observations, incomplete or anticipated to be present but not located.
- Dry utility connection points shown on RIC's plans are approximate unless RIC has received specific information from the Client or utility company as to the actual connection location. RIC suggests that the client begin its service requests with the utility companies early in the planning and design process to avoid unacceptable service connection locations.

Exclusions:

The following items, in addition to any items not specifically listed above are not included in this proposal but can be provided under a supplemental agreement:

- As-Built Survey*
- Topographic Survey*
- ALTA Survey*
- Boundary Survey*
- Public Water, Sewer, Street and Sanitary Plans*
- Preliminary Plat*

- Final Plat*
- Legal Descriptions and Easement Exhibits*
- Construction Staking*
- Construction Observation*
- FAA 7460-1*
- CLOMR-F/LOMR-F*
- Rezoning Plans*
- SWPPP Inspections*
- Corps of Engineers 401/404 Permitting*
- Preliminary Development Plans*
- Traffic Study*
- Color Renderings*
- Parking Lot/Site Lighting*
- Phase 1 Environmental Site Assessment Report**
- Geotechnical Report**
- Pavement Design**
- Environmental Studies**
- Structural Engineering for Retaining Walls (anticipate modular block/design build will be utilized if retaining walls are required) **
- Architectural, MEP and Structural Engineering**
- Environmental and Asbestos Reports**
- Entry Monuments and/or Water Feature Design**
- Irrigation Design** (RIC will specify this as a design build service and review plans and shop drawings for desired requirements).
- Submittal Fees
- Permit Fees

*RIC is qualified and capable of providing these services if requested by Client. These items are not included in this proposal at this time because the scope is indeterminate, or they are not anticipated to be required during the planning, design and permitting stage of project.

**RIC understands that these services are to be provided by or coordinated by others. RIC's services include coordinating its scope of work with all work required for the project.

EXHIBIT 'B'**TO PROPOSED LETTER AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CLIENT AND RIC****DATED APRIL 11, 2022****STANDARD TERMS AND CONDITIONS OF CONTRACT**

1. **RIGHT of ENTRY** The Client will provide for right of entry for RIC in order to complete the work. While RIC will take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some damage may occur, which shall be corrected at RIC's cost.
2. **CONSTRUCTION SITE OBSERVATION** When contracted to do so, RIC shall visit the site at intervals appropriate to the stage of construction, or as agreed to in writing by the client and RIC. If the Client desires more extensive project observation or full-time project representation, the Client shall request that such services be provided by RIC as Additional Services in accordance with the terms of this Agreement. At construction sites, the presence of RIC field representatives will be for the purpose of providing observation of only the work with which RIC has agreed to be involved. Opinion of RIC as to the contractor's adherence to plans and specifications will be reported. Our work does not include supervision or direction of the actual work of the contractor his employees or agents. The Contractor should also be informed that neither the presence of our field representative nor the observation by our firm shall excuse him in any way for defects discovered in his work, it is understood that our firm will not be responsible for job or site safety while on this project. Job and site safety will be the sole responsibility of the contractor.
3. **HAZARDOUS MATERIALS** As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, 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 RIC's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event RIC or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to RIC that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of RIC's services, RIC 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 qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite 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 RIC, its officers, partners, employees and subconsultants (collectively, RIC) 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, regulatory or any other cause of action, except for the sole negligence or willful misconduct of RIC.

4. **INVOICES** RIC will submit invoices to the Client monthly and a final bill upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from each invoice date. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, on past due accounts. No deductions shall be made from RIC's compensation on account of claims of negligent errors or omissions in performance of professional services by the RIC, except pursuant to a judicial award. The Client shall reimburse RIC for all costs incurred in collection of unpaid accounts, including, without limitation, all reasonable attorney and legal expenses.
5. **COLLECTION COSTS** If the Client fails to make payments when due and RIC incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Consultant. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Consultant staff costs at standard billing rates for the Consultant's time spent in efforts to collect. This obligation of the Client to pay the Consultant's collection costs shall survive the term of this Agreement or any earlier termination by either party.
6. **SUSPENSION OF SERVICES** If the Client fails to make payments when due or otherwise is in breach of this Agreement, RIC may suspend performance of services upon ten (10) calendar days' notice to the Client. RIC shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, RIC shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.
7. **TERMINATION OF SERVICES** If the Client fails to make payment to RIC in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the Consultant.
8. **SET-OFFS, BACKCHARGES, DISCOUNTS** Payment of invoices shall not be subject to any discounts or set-offs by the Client unless agreed to in writing by the Consultant. Payment to RIC for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

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- 9. OWNERSHIP of DOCUMENTS** Contingent upon full payment in accordance with the Agreement, all reports, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by RIC as instruments of service shall become the property of RIC. Client agrees that any re-use of such documents furnished to Client will be at Client's sole risk and expense and shall not include a corporate professional seal of RIC or its professionals. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for will be returned upon demand and will not be used by the Client for any purpose whatsoever.
- 10. LENDERS REQUIREMENTS** RIC shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of RIC, increase RIC's contractual or legal obligations or risks, create a fiduciary obligation or an uninsurable risk, or adversely affect the availability or cost of its professional or general liability insurance or otherwise materially change the terms of this Agreement.
- 11. STANDARD of CARE** Service performed by RIC under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.
- 12. LIMITATION of LIABILITY** The Client agrees to limit RIC liability to the Client and all construction contractors and subcontractors on the project arising from RIC professional acts, errors, or omissions, such that the total aggregate liability of RIC to all those named shall not exceed twice RIC's fee for services. The Client further agrees to require of the contractor and his subcontractors an identical limitation of RIC liability for damages suffered by the contractor or subcontractor arising from RIC professional acts, errors or omissions. Neither the contractor nor any of his subcontractors assumes any liability for damages to others, which may arise on account of RIC professional acts, errors or omissions
- 13. INSURANCE and INDEMNIFICATION** RIC represents that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that RIC has such coverage under public liability and property damage insurance policies which that Client may assign to an affiliate or lender without RIC's consent. Certificates for all such policies of insurance shall be issued by insurers authorized to do business in Kansas, with limits of less than \$100,000 and be provided to the Client upon request in writing. Within the limits and conditions of such insurance, RIC agrees to indemnify and hold Client harmless from and against any loss, damage, or liability arising from any negligent acts by RIC, its agents, staff, and consultants employed by it. RIC shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance.
- 14. ASSIGNMENT** Neither the Client nor RIC may delegate, assign, sublet or transfer duties or interest in this Agreement without the written consent of the other party provided that Client may assign this agreement to an affiliate or lender without RIC's consent.
- 15. TERMINATION** This Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other part to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has

been remedied before expiration of the period specified in the written notice. In the event of termination, RIC shall be paid for services performed to the termination notice date plus reasonable termination expenses.

16. PRECEDENCE These Provisions and Agreement supersede all prior agreements and understanding and may be changed only by written amendment signed by both parties.

17. REIMBURSABLE EXPENSES Reimbursable Expenses are in addition to the Design Fee and shall be billed to the Client at 1.1 times our direct cost or a lump sum allowance as described in Exhibit A. Reimbursable expenses shall include but not be limited to all shipping and mailing cost, courier services, travel, long distance telephone and facsimiles, supplies, printing and photographic reproduction.

18. ATTORNEY’S FEES and EXPENSES Each party agrees to reimburse RIC for all attorney’s or collection agency fees, expenses, and court cost incurred to collect any amount due under this Contract.

19. ADDITIONAL SERVICES Any work required in addition to that detailed in this Contract will be billed on an hourly basis according to our then current rates or a negotiated lump sum fee. Extra work will include, but not limited to: Changes in the Scope of Services; Changes made in response to program changes; Changes due to revision of site/base information provided by others; Changes due to error of contractor during construction; and Design modifications requested by the Client subsequent to prior approval.

20. HOURLY RATES Our hourly rates are as follows:

CLASSIFICATION	CLASS/CATEGORY	BILLING RATE RANGE*	
Principal	PE	\$184	\$210
Project Manager	PE	\$142	\$190
Project Engineer	PE	\$110	\$158
Professional Traffic Operations Engineer	PE, PTOE	\$142	\$173
Design Engineer	EI	\$79	\$110
Engineering Technician	N/A	\$79	\$110
Landscape Architect	PLA	\$150	\$170
Landscape Designer	MLA	\$79	\$110
Construction Inspector	N/A	\$84	\$116
Professional Land Surveyor	PS	\$100	\$173
Survey Crew (Two-Man)	N/A	\$173	
Survey Crew (One-Man)	N/A	\$130	
Survey CAD Technician	N/A	\$79	\$110
Administrative Services	N/A	\$58	\$95

*RIC reserves the right to adjust hourly rates at the beginning of each calendar year to reflect salary increase for merit and cost of living. Rates do not include overtime. Overtime rates are 1.5 times the standard rate.

21. FEES RIC reserves the right to renegotiate fees and hourly rates with the Client after 12 months from the date of the proposal and on an annual basis thereafter.

22. SCHEDULE RIC shall perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project, but not subject to any firm schedule or completion date unless expressly outlined in the contract documents. The Client acknowledges that Client-directed changes, unforeseen conditions, and other delays may affect the completion of the Design services. Client waives any and all claims for consequential, incidental, and business interruption damages directly or indirectly related to the timeliness of the commencement, undertaking, and completion of Design services. In no event shall RIC have control over or responsibility for any contractor's or vendor's performance schedule.

Neither party to this agreement will be liable to the other party for unavoidable delays in performing the Scope of Services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. RIC will adjust the schedule and compensation under this agreement to the extent that RIC's schedule and compensation are equitable adjusted by client.

23. UNAVOIDABLE DELAYS means delays in performance resulting from acts or occurrences outside the reasonable control of the party claiming the delay in performance, including but not limited to storms, floods, excessive rain, hail, wind, hurricanes, tornadoes, fires, explosions or other casualty losses, unusual weather conditions, global medical pandemics, including but not limited to that certain global medical pandemic which has come to be known as "Coronavirus" or "Covid-19", national medical pandemics in the United States of America, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts, restrictions, or prohibitions of any federal, State or local governmental unit.

24. NO PERSONAL LIABILITY None of RIC's covenants, undertakings or agreements are made or intended as personal covenants, undertakings or agreements by their respective shareholders, officers, directors, members, managers, employees, and no personal liability is assumed by, nor may at any time be asserted against, any of them, all such liability, if any, being expressly waived or released by such party.

25. DISPUTE RESOLUTION In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and RIC agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation. The Client and RIC further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.