



October 26, 2022

Chris Crockett
Facility and Grounds Supervisor
Turner School District – USD 202
1312 S 55th Street
Kansas City, KS 66106

Reference: Turner School District Summer 2023 Projects
Midland Trail Elementary School, Administrative Service Center, and Journey School of Choice
Survey and Civil Engineering Services

Dear Mr. Crockett:

MKEC Engineering, Inc. is pleased to offer this proposal for survey and civil engineering services for improvements to Midland Trail Elementary School, the Administrative Service Center, and Journey School of Choice. Our proposal is based on previous meetings, plans, and discussions. Our scope of services is outlined in the attached document.

Midland Trail Elementary School – Improvements are as follows:

- Identify areas of full depth repair in the existing asphalt parking lot northwest of the existing school building.
- Mill, overlay, and restripe the existing asphalt parking lot northwest of the existing school building.
- Remove and replace existing asphalt bus loop as necessary to install surrounding curb & gutter.
- Install new drainage structure at the northeast corner of the existing northwest parking lot. The existing outlet channel will be regraded to accommodate positive drainage.
- Install new curb on the north side of the north entrance and tie into existing parking lot curb to the east.
- Reroute southern roof drain outlet pipe and repair eroded area.

District Office – Improvements are as follows:

- Remove and replace the existing asphalt drive on the west side of the district office between the upper and lower parking lots.
- Install storm drain and piping to improve the drainage conditions northwest of the existing asphalt drive between upper and lower parking lots. Create UG public improvement plans for storm in road right-of-way.
- Install concrete curb & gutter and storm sewer to the northern lower parking lot.
- Install concrete curb & gutter around the southern lower parking lot and install a new concrete driveway approach from Clark Street.
- Remove and replace the existing north asphalt parking lot.
- Mill, overlay, and restripe the existing south asphalt parking lot.
- Communicate with the Unified Government to determine the need, location, and size of retaining walls at the northern lower parking lot. Wall design and scope will be handled by separate agreement.

Journey School of Choice – Complete the design on the previous 2021 work. Improvements are as follows:

- Remove and replace existing asphalt parking lot along the west side of Junction Road.
- Install concrete curb and gutter on west edge of parking lot.
- Install a concrete valley gutter along the west edge of Junction Road, between the parking lot and street, to improve storm water flow.
- Evaluate ADA parking stall numbers and location on the site.
- Revise required ADA parking to meet current ADA standards.
- Adjust new parking lot elevations and regrade area on east side of existing school building to ensure positive drainage.

MKEC will evaluate utility connections, provide grading, storm water, and pavement design to meet the Unified Government standards for site design. Construction documents will be completed and the necessary Unified Government DRC site improvements permit submittals will be made to the City.

ENGINEERING SERVICES REIMBURSEMENT:

Professional services will be billed monthly on a lump sum basis for work completed. **Reimbursable expenses, including but not limited to sub consultants, printing and deliverables will be billed in addition at actual cost plus 10%.** Invoices are due 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.

Please note that if there are significant changes or revisions made after the primary development of our work is done, if additional engineering work requested, or if any additional design phase services are desired, re-negotiation of fees will be necessary.

SUMMARY OF FEES:

<u>Midland Trail Elementary</u>	
Topographic Survey	\$5,500
Civil-Site Design & Construction Documents	\$14,000
Construction Administration	\$2,000
MIDLAND TRAIL TOTAL	\$21,500
<u>District Office</u>	
Topographic Survey	\$4,500
Civil-Site Design & Construction Documents	\$13,000
Construction Administration	\$1,500
DISTRICT OFFICE TOTAL	\$19,000
<u>Journey School of Choice</u>	
Civil-Site Design Project Completion	\$3,500
Construction Administration	\$1,500

ATTACHMENTS – As a supplement to this proposal please find the following documents:

1. Scope of Services / Survey Exhibit
2. MKEC Engineering, Inc. General Terms and Conditions (Professional Services)

We look forward to an opportunity to discuss any questions you may have regarding our proposal. Should you have any questions, please do not hesitate to call us as we want to ensure that we have a clear understanding of the project and are identifying our services clearly in this proposal. If it is acceptable, please sign and return one copy as our notice to proceed. We appreciate the opportunity to be of service to the Turner School District.

Sincerely,

MKEC ENGINEERING, INC.



Brian Hill, P.E.
Principal

NOTICE TO PROCEED

The above proposal is understood and accepted. By accepting this proposal you are also agreeing to the MKEC Engineering, Inc. GENERAL TERMS AND CONDITIONS (PROFESSIONAL SERVICES) attached to this proposal.

By: _____ For: _____
(Signature) (Organization)

Date: _____

CLIENT PROVIDED INFORMATION – The following items shall be supplied by Architects/Owner:

1. Record drawings of Midland Trail Elementary School site.

BASE SURVEY SERVICES - Our fee proposal is based on providing survey services for the following:

1. Collect field topography including: existing buildings; fences; ground elevations; apparent utilities, utilities located through One-Call, and private utility lines as located by the Owner; drives/roads; storm structures; and 6-inch caliper trees; playground areas (play equipment excluded); student loading and drop-off zones; ADA parking and access routes; and obtain the finished floor elevation at the principal exterior doors.
2. Survey limits are shown below.
3. Investigate boundary locations for the current proposed project property. Boundary Lines will be shown for information, reference, and design purposes only.
4. Provide the survey in an AutoCAD file for design use.

BASE CIVIL SITE DESIGN SERVICES - The Civil Engineer shall provide the following Construction Documents for Owner review and work closely with the Owner to provide plan coordination and product deliverables.

1. Provide Construction Documents. The documents shall include:
 - a. Survey Plan – Produce a plan displaying boundaries and topographical survey of existing site. Plan to indicate control points and benchmarks.
 - b. Demolition Plan – Display the areas needing to be removed for the proposed improvements.
 - c. Utility Plan – Final design for all utility services. Coordinate connection points for all downspouts and roof drains as needed. Provide final design for storm water sewer system lines.
 - d. Grading Plan – Fine Grade the entire site. Spot elevations will be shown to display the top of curb, necessary pavement elevations, drainage patterns (convey storm water away from proposed building), and ADA parking and access. Determine the height of any wall as part of the grading plan. Evaluate the storm water runoff around the existing site and provide design solutions for the proposed improvements. Evaluate the existing ADA accessible plan and provide a design to meet current ADA requirements.
 - e. Dimension Plan – Fully dimension the site. Dimensions shall be tied to existing buildings, back of curbs, and other physical features to assist the contractor in checking the location for proposed improvements. Provide typical sections for parking, curbs, and sidewalk areas.
 - f. Erosion Control Plan – Create an erosion control plan for the site.
 - g. Details – Provide details for the project including paving, curb, and sidewalk sections, sanitary manholes, storm water sewer inlets, handicap parking, detention and water quality features, and erosion control.
2. Attend coordination meetings with Owner throughout the design phase of the project as required. Fully coordinate the civil engineering scope of work with other disciplines. We assume 2 client/owner meetings in the Kansas City area.
3. Attend meetings with local jurisdictions.
4. Provide construction specifications for the proposed construction items. The Specs will be placed on the plans.
5. Construction Administration - Assist in reviewing shop drawings and RFI's. Attend one site visit per month during construction and conduct a final walk through followed up with a final punch list.

ASSUMPTIONS – Items considered in the above listed Scope of Services:

1. Application fees and reproduction costs will be an owner direct expense.
2. Previous site plans for Midland Trail Elementary School will be provided to understand the existing detention basin.
3. Detention design will not be required for the proposed site improvements, as the improvements will be a slight increase to the existing impervious area.
4. Retaining wall design is not included in this proposal.

EXCLUDED SERVICES – Design services that are excluded with the agreed Scope of Services:

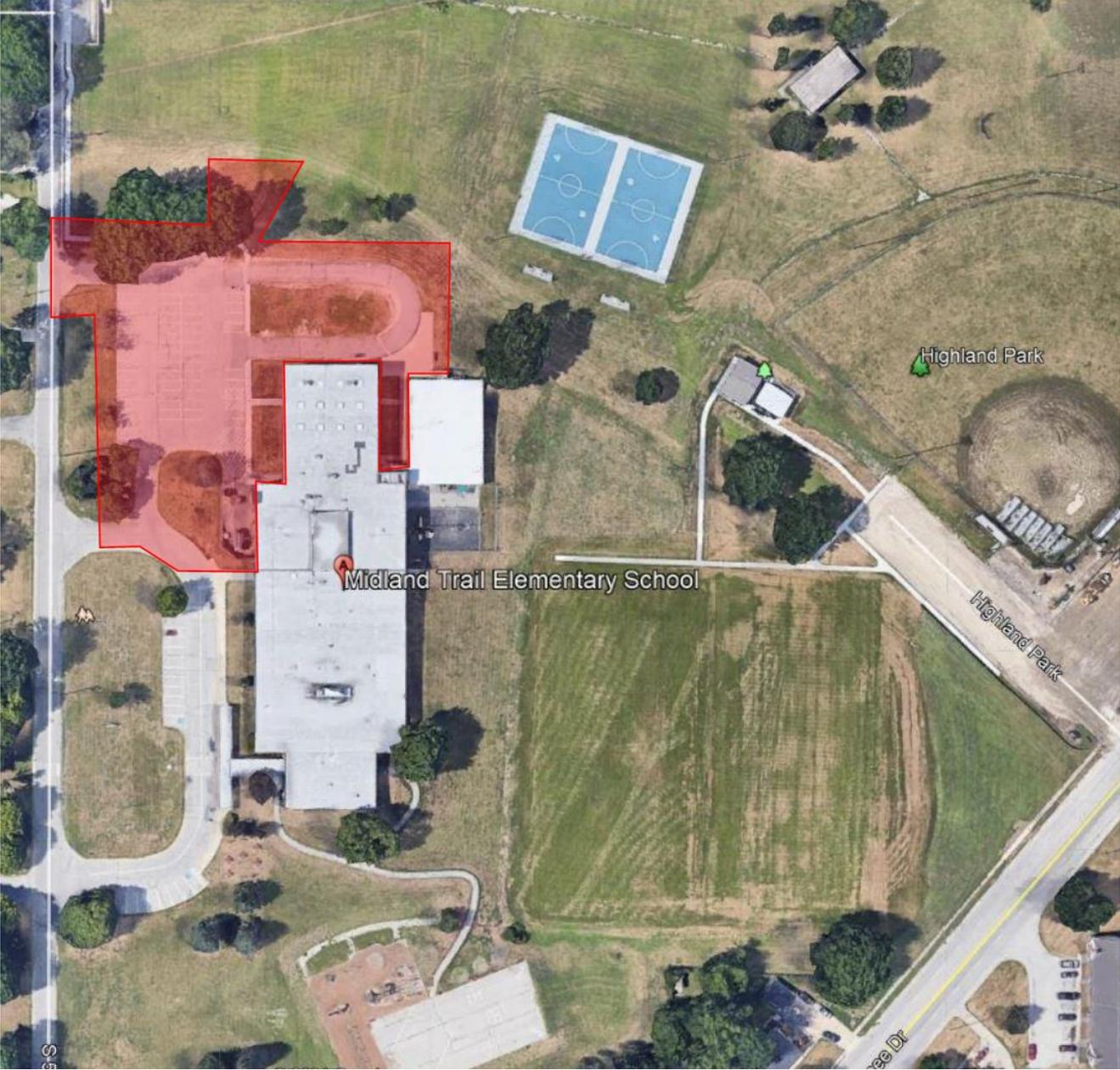
1. Printing or distribution of schematic documents.
2. City Planning and Zoning approval, Platting, or any other city process beyond addressing construction plan review comment, as we are not aware of the requirements at the time of this proposal.
3. Attending City Planning Commission or City Council meetings (rezoning, platting, etc.)
4. Bidding alternates that require multiple design options and separate alternate sheets.
5. Off-site or downstream storm water analysis.
6. Preparing Platting documents, ALTA survey, or certificate of survey.
7. Easement dedications and vacations, as we are not aware of any easement issues at the assembly of this proposal.
8. Coordination with the Corps of Engineers
9. As-built drawings production.
10. Construction Staking – Although we can provide those services when the time requires.
11. Providing separate bid packages (site/building packages), as this will involve more meetings, coordination, and plan sheets.
12. Structural design (such as but not limited to retaining walls, foundations, buildings, bleachers, etc.)
13. Design for utility services lines other than sanitary sewer and storm water sewer.
14. Adjustments to the layout after effort is made toward the site civil plans will result in additional time for MKEC to adjust

plans and studies. We may seek to be compensated for any additional time.

15. Design beyond the boundary of the proposed site's property.
16. Public Improvements – creating roadway or utility public improvement plans are not anticipated.
17. Environmental assessments for wetlands, hazardous wastes, etc.
18. Traffic impact study.
19. Design associated with any improvements as recommended from the Traffic Impact Study.
20. Generate engineering construction cost estimates.
21. Wetlands delineation or mitigation plans.
22. Electrical lighting studies.
23. MEP design services, including fire protection line sizing.
24. Irrigation design and construction documents.
25. Floodplain study

SURVEY LIMITS

Midland Trail Elementary



District Office



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 \$25,000.00. 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, if at all, in the 18th Judicial District, Sedgwick County, KS or the United States Federal District of Kansas. 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 /Severability.** The laws of the State of Kansas 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.