

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made this ___ day of _____, 20 ___, between LandWorx Engineering, LLC (LandWorx) and _____ (Client), provides for the following Professional Services:

Reference Attachment A: Scope of Services herein incorporated

Compensation to be paid to LandWorx for providing the requested Services shall be as follows:

Reference Attachment B: Compensation & Attachment C: Hourly Rate Schedule both herein incorporated.

Any services beyond those identified in this Agreement shall be considered Additional Services. Unless otherwise agreed, such Additional Services shall be performed on an hourly basis. Email transmissions may be utilized for authorizing Additional Services provided LandWorx receives the transmission and agrees that the terms and conditions are acceptable. Email transmissions shall only be effective for changes in the scope, compensation, or schedule. Reimbursable expenses include direct expenses included but not limited to travel, lodging, meals, telephone and fax, copies, shipping/overnight delivery, and prints, times a multiple of 1.10. The fees provided in this Agreement do not include any sales or service tax that may be required to be imposed. The Client shall be responsible for the payment of any such taxes that may be imposed.

This Agreement shall remain in effect until December 31, 2023, unless terminated as provided herein. LandWorx agrees to perform services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same or similar locality. LandWorx shall perform its services with due and reasonable diligence consistent with sound professional practice. If services are disrupted or delayed for reasons beyond LandWorx's control, the completion date and fee will be modified accordingly.

LandWorx shall generally submit invoices on a monthly basis. These invoices shall be due and payable by the Client upon receipt. The Client hereby agrees that it will make payment for said Services within 15 days from the date of the invoice. If Client fails to make payment as provided, LandWorx may immediately suspend its services or terminate this Agreement, and may suspend its services or terminate its agreement on any other project with Client, its subsidiary, or related entity. Client agrees to pay costs of collection, including attorneys fees, and interest on all outstanding balances at a rate of 1.5 percent per month.

In the event the Project identified in this Agreement is suspended, canceled, or abandoned, LandWorx shall be compensated to the date of notice of suspension, cancellation, or abandonment. If the Client delays or suspends LandWorx's services for more than 45 cumulative days, then LandWorx may terminate this Agreement, upon giving seven days written notice. Either party may terminate this Agreement upon the

other's filing for bankruptcy, insolvency, or assignment for the benefit of creditors. Either party may terminate this Agreement for cause upon 7 days written notice of a substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. Upon suspension or termination, LandWorx shall be compensated for the Services provided and reimbursable expenses incurred up to the date of suspension or termination, including necessary and reasonable costs incurred thereafter.

LandWorx shall not be responsible for or have control over construction means, methods, techniques, sequences, or procedures; or for safety precautions and programs in connection with the work. Nor shall LandWorx be responsible for any contractor's failure to carry out the work in accordance with plans, specifications, or with applicable laws or regulations. LandWorx shall have no responsibility for the discovery, presence, handling, removal, transportation, or disposal of or exposure to hazardous, toxic, or similar materials in any form at the project site.

Neither party will assign or transfer its interest in this Agreement, but LandWorx may subcontract certain portions of the Services. Nothing in this Agreement shall be construed as creating any rights, benefits, or causes of actions for any third party against either LandWorx or the Client. LandWorx is an independent contractor to the Client and is not an employee, agent, joint-venturer, or partner of the Client.

If a dispute between the parties arises out of or relates to this Agreement, then the parties agree to make a good faith effort to settle the issue through direct discussion between the parties prior to having recourse to a judicial forum. It is intended by the parties to this Agreement that the LandWorx's services in connection with the Project shall not subject LandWorx's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against LandWorx, an IN limited liability company, and not against any of LandWorx's individual employees, officers or directors. It is further agreed that the parties each waive their right to indirect, special, incidental, consequential, or punitive damages. The limit of liability of LandWorx to the Client for any cause or combination of causes resulting from the Services rendered hereunder shall be, in total amount, limited to the fees paid under this Agreement or twenty-five thousand dollars, whichever is greater.

The Client and LandWorx agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of Indiana without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. To the extent damages are covered by property insurance during construction, the Client waives all rights against the contractors, consultants, agents and employees of LandWorx for damages, except such rights as they may have to the proceeds of such insurance.

The Client shall provide basic project data and LandWorx shall be entitled to rely on any and all information provided. The Client shall review LandWorx's work thoroughly and promptly, provide direction as necessary, and give notice of any defect in LandWorx's work or services. The Client shall, within 30 days of

notice of any defect in work or service, give written notice to LandWorx describing the defect and providing any costs associated with such defect. The Client waives any right to set-off or recovery of costs associated with any defective work or service unless the Client strictly complies with this provision and provides written notice as required herein.

All documents prepared or furnished by LandWorx are instruments of service, and LandWorx shall retain all ownership and property interests therein. The Client may make and retain hard (i.e., not electronic) copies of documents for use on the project. Documents are not intended or represented to be suitable for reuse. LandWorx shall not be required to provide or deliver electronic copies of documents unless specifically required in the description of Professional Services. In the case of any discrepancy between any electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, LandWorx makes no warranties, either expressed or implied, with respect to performance of electronic files, if such files are provided or delivered to Client.

This Agreement embodies the entire agreement and understanding between the parties.

BEL AIRE PARKS & RECREATION

LANDWORX ENGINEERING

Signed

Signed

Printed Name

Printed Name

Title

Title

Date

Date

ATTACHMENT A: SCOPE OF SERVICES

PROJECT UNDERSTANDING

LandWorx understands and will rely on the following:

- Client would like to create a Master Plan for improvements to Bel Aire Recreation Complex (5251 East 48th St N) and Bel Aire Park (approx. 4333 N Gunnison St) and Central Park (7350 E Central Park Ave, Bel Aire, KS 67226).
- The Rec Complex near term improvements will include a plan for phased improvements including accessibility (paved trails and access to existing facilities) and a potential tennis/pickleball area.
- The Bel Aire Park near term improvements include accommodations for the widening of the adjacent road (N Woodlawn Blvd) and could include removal of the existing tennis court, resurfacing of the basketball court, and addition of some parking.
- There have been discussions by stakeholders on adding pickleball courts (potentially by a developer) as well as analyzing the potential of the addition of a splash pad in Central Park.
- “LandWorx” as stated in the scope below could mean LandWorx Engineering employee and/or a subconsultant.

SERVICES


- I. Phase 1 – Research, Site Visits, Analysis
 - a. Research and Discussions - LandWorx will work with the Client and interview stakeholders to determine history of each park, the extents and how it is currently utilized. This will include research of existing improvements, utilities, maps, discussions with users, staff, and facilities managers. Review of prior documentation, plans, and surveys will also be completed. These items may have a large impact on the proper placement, size, and usability of any future improvements.
 - b. Site Visits - LandWorx will visit each park (with a Client representative and facilities director) and spend time both understanding and documenting access, infrastructure and current uses. LandWorx anticipates each visit to take one hour to four hours.
 - c. Base Maps - Based on the information gathered in research, discussions, and the site visits, LandWorx will create a based map for each park with descriptions of current uses, access, utilities, and infrastructure. Each of these maps will be paired with a description, a narrative of their context and surroundings and short history.
 - d. O & C - For each park a list of opportunities and constraints will be set – not meant to limit the options or identify specific improvements, but instead identify broad areas of potential for improvement given the status of the parks individually and in context of their surroundings and current markets.

II. Phase 2a – Schematic Development & Public Involvement

- a. Concept Generation – Based on the information gathered and presented above and the response of such from the Client and immediate stakeholders, LandWorx will generate some conceptual drawings for each park. These will include identification of areas setup for improvements and photo boards of types of improvements/facilities to promote thoughts and discussions. A meeting with the Client will be used to narrow down the focus and gain some direction.
- b. Concept Refinement – With feedback and direction from the Client, LandWorx will develop concepts for each park including the area identified and options for the look and uses to fill those areas. LandWorx will develop graphics suitable for the public to review and formulate input.
- c. Direct Public Interaction – LandWorx will present the graphics and options to the general public. In general, this works best in being a publicized portion of another event attended by residents (a Farmers Market, a festival, holiday gathering, or similar) however, a public open house can be held if this is not available. LandWorx would also recommend hosting at least one digital open house for those who could not make it to the in-person event (or did not feel comfortable attending). LandWorx will attend, setup, and run the presentation of the options including being available for questions and discussions while gaining measurable insight into preferred options and priorities.
- d. Digital Interaction – LandWorx will setup a questionnaire and digital presentation online for access and feedback. LandWorx will create and track responses from the questionnaire and will create a specific Facebook page for interaction. LandWorx will rely on the Client to help disseminate the opportunity (through the Bel Aire Facebook page, QR codes posted around town and at the parks, and any other potential means).
- e. Data Compilation – LandWorx will document and compile the information gathered by from the public and will present a summary of that information back to the Client. LandWorx and the Client will meet to discuss and prioritize specific items to move forward with into the final development stage.

III. Phase 2b – Master Plan Document

- a. Final Concepts – LandWorx will utilize the information and feedback to develop final concepts for the three parks. These will include general narratives and color renderings of each park with proposed improvements.
- b. Estimated Opinion of Probable Cost & Phasing Plans – Based on rankings of priority and potential costs, LandWorx will provide a Phasing Plan for each of the three parks (with the ultimate phase being equal to the Final Concept Plan) along with approximate costs of each phase with escalation for construction cost increases over time.

- c. Funding Report – Based on the Phasing Plan and stakeholder input, LandWorx will include a sheet on limited potential funding options for the improvements. This may include revenue-generation, bonding options, and/or build-operate-transfer options depending on local and state regulations.
 - d. Final Master Plan Document – LandWorx will compile the completed elements into a single Master Plan document for the three parks. This will include a narrative on the process, explanation of the public engagement process and results, as well as the phasing, estimates, final rendered plan, and a list of next steps to move forward to put action to the Master Plan elements. LandWorx will present this document to the Client and the Bel Aire City Council for final acceptance.
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ATTACHMENT B: COMPENSATION

SUMMARY

<u>Scope Item</u>	<u>Fee (Lump Sum) / Initials</u>
Phase 1 – Research, Site Visits, Analysis	\$9,600. ____
Phase 2a - Schematic Development & Public Involvement	\$23,500. ____
Phase 2b – Master Plan Document.....	\$14,500. ____
Total	\$47,600. ____
Reimbursable Expenses (estimated – see below)	\$4,800. ____

REIMBURSABLE EXPENSES

Reimbursable expenses are direct expenses including but not limited to the following:

- Mileage
- Travel
- Lodging
- Meals
- Shipping/overnight delivery
- Prints

ATTACHMENT C: HOURLY RATE SCHEDULES

LandWorx Standard Hourly Rates

<u>Personnel Role</u>	<u>Hourly Rate</u>
Principal	\$190
Senior Project Manager	\$175
Director/Project Manager	\$150
Engineer /Landscape Architect	\$130
CAD Technician	\$110

The above rates are valid for this project through 12/31/2022 and are then subject to change on an annual basis.



Standard Hourly Rates

2022 Billing Rates

Senior Principal	\$255
Principal	\$215
Senior Associate	\$160
Associate	\$130
Junior Associate	\$110

Reimbursable Expenses

In addition to our standard hourly rates, we invoice qualified sub-consultant fees, travel, and reproduction expenses per the terms of our agreement, with mileage invoiced at the current IRS reimbursement rate.