



November 29, 2022

Brian Hayes
Recreation Director
City of Bel Aire
5251 E 48th St N
Bel Aire, KS 67220
reccenter@belaireks.gov

SENT VIA EMAIL

REFERENCE

Bel Aire Recreation Complex, Bel Aire Park, and Central Park Master Planning – Bel Aire, KS

Brian,

In response to your revised request for proposal related to park master planning we are pleased to provide an updated proposal to assist the City of Bel Aire further develop its envisioned park enhancements to better serve the citizens of Bel Aire. We appreciate your interest in MKEC Engineering, Inc.'s professional services and welcome the opportunity to respond to your request.

The attached Scope of Services outlines tasks related to the design services anticipated. MKEC proposes to work on an hourly basis within a fee allowance of \$40,000 for the described services.

GENERAL CORRESPONDENCE & MEETINGS *(Incorporated into each task)*

1. General correspondence & meetings with the Client, Design Team, and any project stake holder members the client includes.

BILLING

Professional services under the base contract will be billed monthly, on an hourly basis. **Reimbursable expenses, including but not limited to sub consultants, printing and deliveries will be billed in addition at actual cost plus 10%. Travel will be billed at actual cost.** 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.

ATTACHMENTS TO THIS PROPOSAL

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

- **Attachment "A"** – Subject Properties
- **Attachment "B"** – Scope of Services
- **Attachment "C"** – Reimbursable Expenses
- **Attachment "D"** – Hourly Rate Schedule (2023)
- **Attachment "E"** – General Conditions

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 thus are identifying those items clearly in the proposal. If you concur with this proposal, please sign and date this letter, then return stating your approval for MKEC Engineering, Inc. to begin work on this project. We welcome this opportunity.

Sincerely,

MKEC ENGINEERING, INC.



Jason A. Gish, PLA

NOTICE TO PROCEED

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

By: _____
Signature

For: _____
Organization

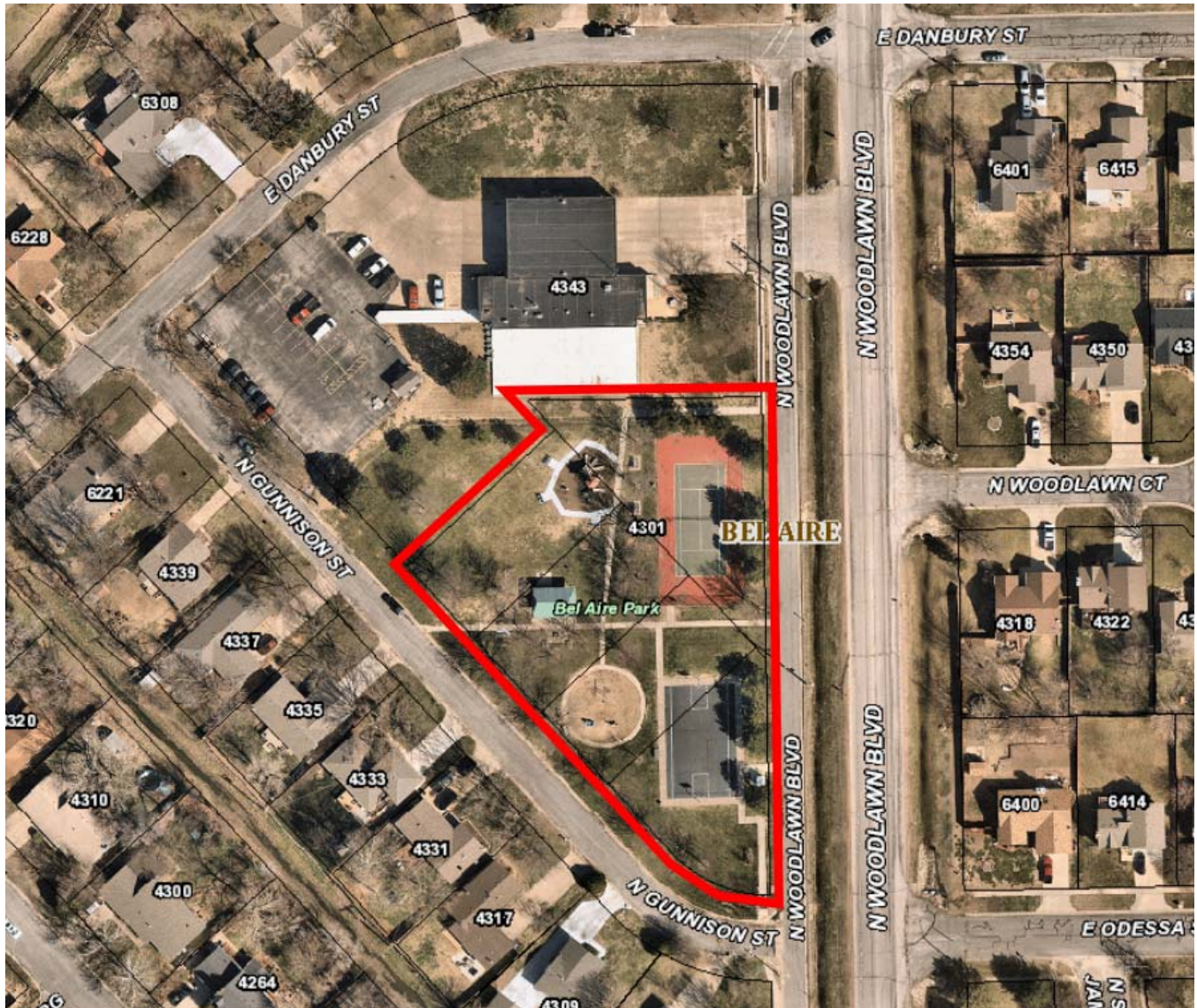
Date: _____

Bel Air Rec Center



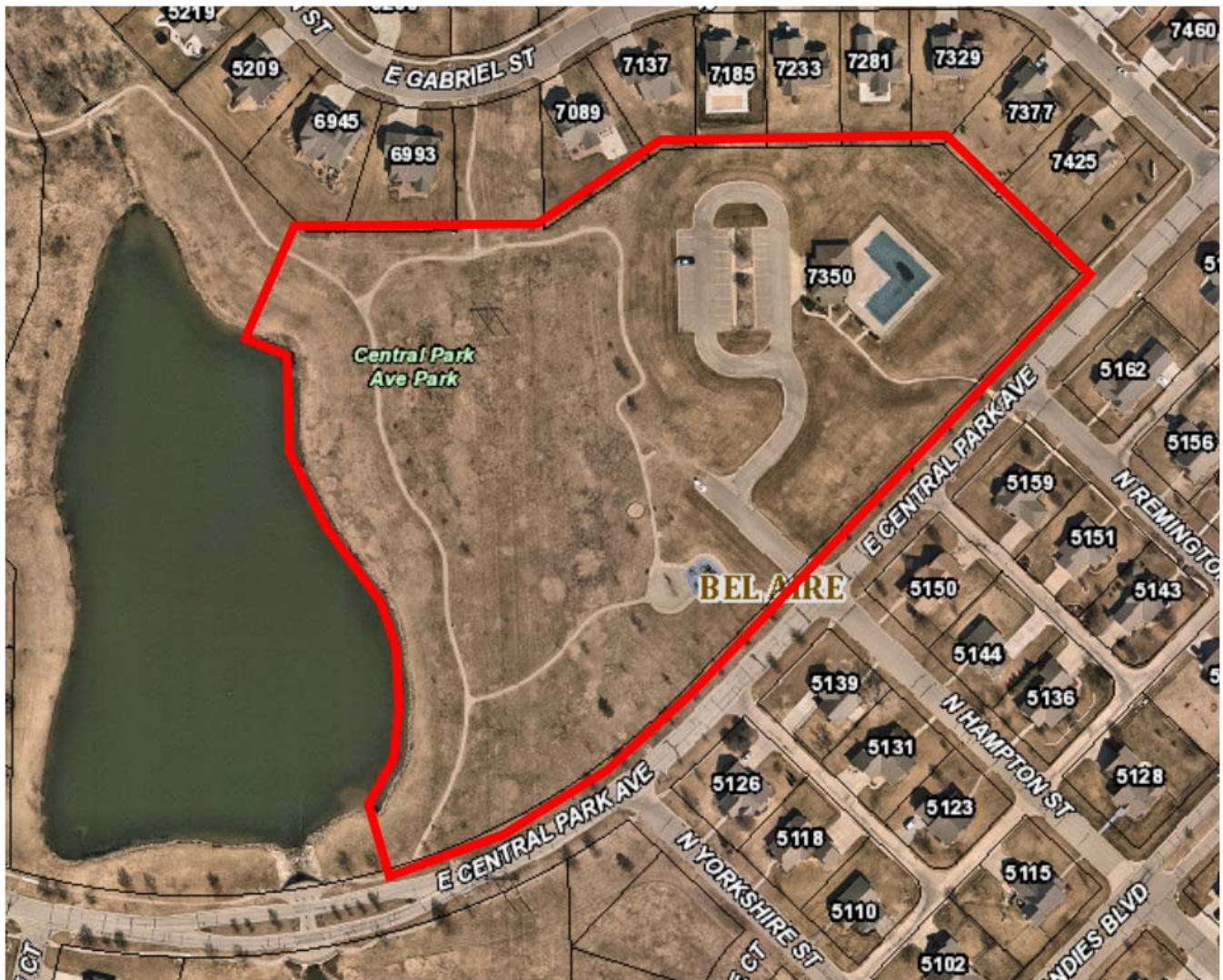
ATTACHMENT 'A': SUBJECT PROPERTIES (continued)

Bel Aire Park



ATTACHMENT 'A': SUBJECT PROPERTIES (continued)

Central Park



ATTACHMENT 'B': SCOPE OF SERVICES

ASSUMPTIONS

1. MKEC proposes to utilize available GIS data and other sources for aerial base maps, general topography, and property line features. A topographic and boundary survey will not be necessary to prepare a Master Plan Concept for each park. Should it be the City's desire to obtain an architectural survey for any or all of the parks, this would be considered an additional service that can be negotiated.

TASK 01 – Master Plan Concepts

Phase 1

1. Create base maps.
2. Site visits.
3. Collaborate with client on new program elements and modifications desired within each park. Develop constraints and opportunities.

Phase 2

1. Develop preliminary Conceptual Site Plan(s) with notes narrating improvements and modifications for each park.
2. Prepare imagery exhibits to visually convey ideas and the types of possible improvements.
3. Public engagement to include the development of a website link to survey questionnaire and the facilitation of an open house event.
4. Revise final concepts for each park site.
5. Develop cost estimates and phasing plans.
6. Assemble Master Plan Document that includes process effort, public engagement results, design concepts, phasing plans and cost estimates for each park.

EXCLUSIONS/EXTRAS

Work items not listed above are not included in MKEC's scope of work or fee. If additional services are requested, MKEC will bill for those services on an hourly basis, unless MKEC and the Client agree otherwise. If additional services not included in the scope of work are requested, MKEC will notify the Client that additional work and cost reimbursement will be required.

ATTACHMENT 'C': REIMBURSABLE EXPENSES (not covered by design fee maximum)

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

- Printing costs to include blueprinting, photocopying and reproductions.
- Photographic supplies and processing.
- Study model materials.
- Special renderings, models, photographs and special consultants, when authorized by Client.
- Plotting and reproduction for progress meetings, presentations and submittals.
- Large format scans (11" x 17" and larger documents)
- Large format colored plots (11" x 17" and larger documents)
- Board mounted presentation graphics
- Mock-up time and materials (if mock-up is requested by the Client)
- Postage, freight, long distance telephone, facsimile, overnight express mail and courier services.
- All travel expenses for meetings outside of Wichita including (but not limited to) airfare, hotel, car rental, taxis and meals. Per Diem costs of \$50.00 per day for miscellaneous tips and food expenditures.

ESTIMATED TOTAL REIMBURSABLE EXPENSES

\$1,500

ATTACHMENT 'D': HOURLY RATE SCHEDULE (2023)

MKEC Engineering, Inc.
Classification Billing Rate per Hour

Principal/Project Manager	197.00
Senior Engineer	185.00
Engineer Level I/Landscape Architect I	146.00
Engineer Level II/Senior Technician/Landscape Architect II	133.00
Clerical	72.00
Survey Team/2 Man	201.00
Survey/GPS	201.00
Survey/Leica	437.00
PLS	133.00
Inspector	133.00
Technician I	117.00
Technician II	87.00

EXPENSES:

Xerox Copies	Current Market Rate
Plot Prints	1.10 per S.F.
Color / Mylar Plot Prints	2.50 per S.F.
Mileage	IRS Allowed Rate
Project Expenses	Cost + 10%
Sub consultants	Cost + 10%

ATTACHMENT 'E': GENERAL TERMS AND CONDITIONS**MKEC Engineering, Inc. GENERAL TERMS AND CONDITIONS (PROFESSIONAL SERVICES)**

1. **Agreement.** There is an "Agreement" between you, the "Client," and MKEC Engineering, Inc. ("Consultant"). This Agreement includes the Project proposal, these General Terms and Conditions, Consultant's Addenda, and the Fee Schedule. The Agreement represents the entire and only agreement between the parties and supersedes any and all agreements between the parties, either oral or in writing, including any purchase or work order issued by Client relating to the Project. If any term or provision of these General Terms and Conditions is found to be invalid under any applicable law, rule or regulation, that provision shall, to the narrowest extent possible, be deemed omitted and the remainder of the Agreement shall remain in full force and effect. This Agreement is exclusive of any other agreement(s) that may exist between Client and Consultant for separate proposals or projects not enumerated in the Project that is the subject of this Agreement. The rights and obligations of the parties under this Agreement and those of any other agreement are autonomous and exclusive to the individual agreement.
2. **Services.** Client engages Consultant to provide professional services ("Services") in connection with the project described in Consultant's proposal ("Project") to which these General Terms and Conditions are attached. Client agrees that services not specifically described in the Scope of Services identified in Consultant's proposal are covered by this Agreement but, at the Consultant's discretion, may require an amended Scope of Services and will require additional compensation to Consultant.
3. **Payment.** Client shall pay invoices upon receipt. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late payment fee of 1 ½% per month from the date of invoice. In the event Client's invoice remains unpaid for thirty (30) days from the date of invoice, Consultant may suspend all Services until paid in full and, in addition, may terminate the Agreement.
4. **Work Product.** Services provided under this Agreement, including, but not limited to, all drawings, reports, information, recommendations, opinions or other work product prepared or issued by Consultant, are for the exclusive use and benefit of Client or its agents in connection with this Project, and are not intended to inform, guide, or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project. Client will not distribute or convey or disclose such Services to any other persons or entities without Consultant's prior written consent, which shall include a release of Consultant from liability and indemnification by the third party. Consultant's Services are part of Consultant's professional services, do not constitute goods or products, and are copyrighted works of Consultant. However, such copyright is not intended to limit the Client's use of its work product in connection with the Project.
5. **Standard of Care.** Consultant will strive to perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession practicing in the same locality under similar circumstances at the time the Services are performed. This Agreement creates no other representation, warranty, or guarantee, express or implied. **CONSULTANT HEREBY EXCLUDES AND DISCLAIMS ANY AND ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY OF MERCHANTABILITY.**
6. **Limitation of Liability.** To the fullest extent permitted by law, the total liability of Consultant for any damages, costs, fees, or other losses, for any claim or cause of action related in any way to the Project or Services, shall be limited to the greater of compensation actually paid to Consultant for the Services under the Project or \$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 in the state or federal court of the county in which Consultant's office issuing the proposal is located. The prevailing party shall be entitled to attorneys' fees, cost, including costs incurred in the mediation and costs of enforcement of any judgment. The parties expressly waive any statute of limitations for a longer period of time and agree that any action shall be brought within one year from the date of Consultant's final invoice; however, this limitation on the statute of limitations shall not apply in the event of Client non-payment. In the event of Client non-payment, the standard Kansas statute of limitations applicable to actions related to written contracts shall apply. The parties expressly waive any and all rights to a trial by jury in any action, proceeding, or counterclaim brought by either of the parties against the other with respect to any matter relating to, arising out of, or in any way connected with this Agreement.
10. **Changed Conditions.** If during the course of performance of this Agreement conditions or circumstances are discovered that were not contemplated by Consultant at the commencement of this Agreement, Consultant shall notify Client of the newly discovered conditions or circumstances, and Client and Consultant shall renegotiate, in good faith, the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after the notice, Consultant may terminate this Agreement, and Consultant shall be paid for its services through the date of termination.
11. **Construction Observation.** If included in the Services, Consultant's construction observation service shall be limited to general observation of construction operations. Consultant shall not be responsible for constant or exhaustive inspection of the work, the means and methods of construction, or the safety procedures employed by Client's contractor. Performance of construction observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the Contractor's work may occur. Client shall hold its contractor solely responsible for the quality and completion of the Project, including construction in accordance with the construction documents. Any duty hereunder is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees, shall notify Consultant at least twenty-four (24) hours in advance of any observations required by the construction documents.
12. **Governing Law.** The laws of the State where the Agreement was entered into shall govern interpretation of this Agreement. If any term is deemed unenforceable, the remainder of the Agreement shall stay in full force and effect.
13. **Supplemental Conditions.** If any of the following conditions occur during the course of design or construction of the Project, this Agreement is terminated, billing of engineering Services completed to date will be provided, and a new engineering services contract will be negotiated to accommodate the new scope:
 - a. Redesign or analysis of alternates after Design Development is accepted to accommodate value engineering items due to lack of funding or contractor requests that requires a re-negotiated engineering services contract. Consultant assumes project team leaders directly contracted to the client have budgeted and revealed all costs with Client and has accepted the values given. Consultant assumes no responsibility as to final contractor bidding that might deviate from the proposed budget. If rough budget values are required by any engineering discipline, it will be the responsibility of Client to request these values unless the original project's scope included engineering cost estimates provisions.
 - b. If the project is put on hold or temporarily terminated for more than 15 calendar days, the Agreement will have to be re-negotiated prior to restart of the Project to re-establish a new schedule into Consultant's current work load.