

February 13, 2007

Mark Hecker
Lawrence Parks & Recreation Department
947 New Hampshire, Suite 200B
Lawrence, KS 66044

RE: Proposal for Professional Surveying, Civil Engineering & Landscape Architectural Services
Burroughs Creek Park & Trail Project, Lawrence, Kansas
Proposal No. 15449.000

Dear Mark:

Bartlett & West Engineers looks forward to assisting you with the completion of the Burroughs Creek Park & Trail Project in Lawrence, Kansas. Every project presents its own unique design challenges and Bartlett & West is excited about the opportunity to work with you to bring your project to reality. Our commitment to work with you to achieve this goal is enhanced by our ability to offer you a host of professional services under one Bartlett & West roof: surveying, civil engineering and landscape architecture. Bartlett & West has the resources available to commit dedicated design professionals to all of the necessary requirements for your project. We understand the importance of your financial concerns along with meeting your other design and construction schedules. We will offer sensible and practical solutions to design issues and provide timely communications throughout the design process in order to meet your timeline. We offer the following scope of services to assist you in completing your project.

SCOPE OF WORK

Task 1 – Site Topographic and Boundary Surveying

Bartlett & West Engineers will provide:

- Establishment of survey control information along the railroad corridor as necessary
- Research for any possible encroachments within the railroad corridor
- A complete topographical survey of the 50' wide railroad corridor together with an additional area of 25', more or less, on either side of the railroad corridor to establish grades, planimetric surface features, and the horizontal location of underground utilities marked by utility locate companies through the Kansas "One Call" system.
- The pertinent boundary information, verifying lot corner monuments and certifying their existence and location, as well as verifying railroad rights-of-way widths and all easements encumbering or benefiting the subject property
- The setting of various (yet to be determined) property monument corners and specific boundary identification stakes approximately every 250 feet along the railroad corridor as needed
- An AutoCAD file drawing that will be used as the design base for any project planning or design
- A field survey to be coordinated with a usable horizontal and vertical datum compatible with existing City of Lawrence information

The following items are specifically excluded from the base scope of work described in Task 1:

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- For certification of ownership, easements and encumbrances, the client must supply Bartlett & West Engineers a current O&E Report or Title Commitment prepared and acknowledged by a proper authority.
- Any vertical, size, and/or material information associated with underground utilities including: depth, flowline elevation, diameter, and/or pipe information.
- Any specific drainage or floodway elevation certification or analysis
- Any separate drainage easements, utilities easements, cross-access easements, Right-of-Way vacation etc. that need to be written and compiled for filing in reference to the subject property
- Any writing of specific legal descriptions for property conveyance, clarification, etc.
- Any resolution to possible encroachments (All items will be provided to the client as recognition of the issue and noting the situation, not a final solution to the potential problem via court hearings, etc.)
- Any coordination or review by the Douglas County Surveyor

Task 2 – Planning & Design Development

Bartlett & West Engineers will provide:

- Assessment of some of the design challenges for the railroad corridor
- General review of the proposed railroad corridor including existing utilities, basic drainage and general traffic patterns
- A visit with you to confirm the general uses and elements you have already included in the Burroughs Creek Corridor plan, along with any possible design solutions that may add to the use of the property
- The use of 3D software and renderings for various portions of the project
- General master planning of the trail and park area, which include trail design, road crossings, connectivity to area neighborhoods, parking, trail heads, landscaping, fencing, etc.
- A budget and construction cost estimate for a phased construction project
- An estimate of operational and maintenance costs for the implementation of the project. The costs will be derived by using an established Park Facility Maintenance Mode system currently being used by LPRD.
- Participation at two (2) public meetings with various stakeholders to receive public comment about the park and trail
- Participation at up to five (5) meetings with city departments to refine the plan as needed
- Participation in two (2) possible group meetings with the adjacent Neighborhood Associations
- Participation at one (1) final meeting with city commissioners at the end of the project

The following items are specifically excluded from the base scope of work described in Task 2:

- Any development permits, LOMR paperwork or applications, flood studies or any other additional flood plain documentation that may be requested in the future shall not be considered a part of this agreement

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Task 3 – Site Development Plan

Bartlett & West Engineers will provide:

- A site plan application document and related paperwork
- Basic *existing conditions versus proposed development* drainage calculations
- A letter to the City of Lawrence Storm Water Engineer stating detention is not warranted
- A single sheet site plan document illustrating the proposed park and trail design with related features
- Seventeen (17) required copies of the site plan document
- A response to address one (1) set of review comments and resubmit as necessary

The following items are specifically excluded from the base scope of work described in Task 3:

- A “full” traffic count and study document if necessary (advanced requirement)
- Any additional neighborhood meetings
- A drainage study manual, drainage maps, stormwater routing calculations, and any necessary detention pond grading
- Multiple (2 or more) plan reviews or revisions and address city review comments
- The 7-step TIS (traffic) Study Document (basic requirement)
- A Photometric Plan for lighting
- An AP-76 sanitary sewer study
- A specific erosion control drawing (SWP3)
- Possible variances and BZA public hearings
- Possible historic issues and HRC public hearings

Our proposed lump sum fee schedule for the scope of work outlined above (Tasks 1-3) is as follows:

FEE SCHEDULE

Task 1 – Site Topographic and Boundary Surveying	\$25,000.00
Task 2 – Planning & Design Development	\$20,000.00
Task 3 – Site Development Plan	<u>\$5,000.00</u>
TOTAL	\$50,000.00

Reimbursable expenses are included in the above fees, with the exception of specific government permitting fees, filing fees or plan review fees, which will be billed at cost as a separate line item.

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Additional Services

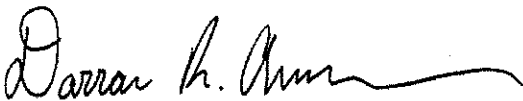
In addition to the items stated above, Bartlett & West Engineers will provide any additional services or coordination not defined in the above scope of work (Task 1 - 3) at our standard hourly fee schedule or for lump sum fees to be determined at the time of request. Such services may include, but are not limited to: retaining wall design, exterior or interior fence design and detailing, geotechnical information, neighborhood meetings, stormwater drainage analysis or maps, stormwater detention pond design or analysis, weekly progress meetings, structural engineering, traffic engineering studies and analysis, site parking lot lighting, lots splits, mechanical/electrical engineering, rezoning, sign or any other variance applications, preliminary or final plat applications, public street or utility improvement plans, construction observation, construction staking, and on-site inspection services, etc.

A copy of our Standard Provisions of Agreement for Professional Services is attached to this letter and shall apply to the work of this agreement. Please call should you have any questions regarding this proposal. The tasks and fees outlined in this contract proposal are valid for 90 days.

We appreciate the opportunity to offer our professional services to you and look forward to working with the Lawrence Parks and Recreation Department.

Sincerely,

BARTLETT & WEST ENGINEERS, INC.



Darron R. Ammann, R.L.A.

Enclosure

Accepted By:

Date:

STANDARD PROVISIONS OF AGREEMENT FOR PROFESSIONAL SERVICES

The Client and Bartlett & West Engineers, Inc. (referred to as the Engineer) agree that the following provisions shall be part of their agreement.

1. The Client shall designate an individual with authority to act on behalf of the Client as to all aspects of the project, shall examine and respond promptly to submissions from the Engineer, shall give prompt written notice to the Engineer if the Client becomes aware of any defect in the project and shall otherwise fully cooperate as may be required or appropriate in connection with the project.

2. The Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial photography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this agreement.

3. All agreements on the Engineer's part are contingent upon, and Engineer shall not be responsible for damages or be in default, or be deemed to be in default, by reason of delays in performance of others by reason of strikes, lock-outs, accidents, acts of God and other delays unavoidable or beyond Engineer's reasonable control, or due to shortages or unavailability of labor at established area wage rate or delays caused by failure of Client or Client's agents to furnish information or to approve or disapprove Engineer's work promptly, or due to late or slow, or faulty performance by Client, other contractors, or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of Engineer's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.

4. In the event that any changes are made in the work to be performed hereunder, by the Client or persons other than the Engineer, and which affect the Engineer's work, any and all liability arising out of such changes is waived as against the Engineer and the Client assumes full responsibility for such changes unless Client has given the Engineer prior notice and has received from the Engineer written consent for such changes.

5. The Engineer is not responsible, and liability is waived by Client as against the Engineer, for use by Client or any other person of any data, reports, plans or drawings not prepared by the Engineer.

6. All reports, plans, specifications, computer files, tracings, survey notes, and other original documents are instruments of service and shall remain the property of the Engineer.

7. Any opinion as to anticipated construction costs prepared by the Engineer represents a judgment as a design professional and is supplied for the general guidance of the Client. Since the Engineer has no control over the cost of labor and material, or over competitive bidding or market conditions, the Engineer does not guarantee the accuracy of such opinion as compared to contractor bids or actual cost to the Client.

8. The Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required by the Client to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property and that this requirement shall be made to apply continuously and not be limited to normal working hours. The Engineer does not assume responsibility for the safety of persons or property on or about the project site.

9. When stated as a requirement in the scope of work, the Engineer shall make periodic visits to the project site to observe the progress and quality of the executed work and to generally review whether the work is proceeding in accordance with plans and specifications. The Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of work and does not assume responsibility for construction techniques, procedures, sequences and schedules or for the conduct, action, errors or omissions of any construction contractor, subcontractor, or material supplier, their agents or employees.

10. When stated as a requirement in the scope of work, the Engineer may provide resident project representation under the Engineer's supervision that will be paid for by the Client as indicated in the agreement and that will be intended to give the Client further

assurance with regard to the finished work, but will not involve the Engineer in the construction means, methods, techniques, sequences or procedures or safety precautions or programs nor provide to the Client any guarantee by the Engineer of the accuracy, quality or timeliness of performance by any contractor, subcontractor, or material supplier.

11. In the performance of its professional services, the Engineer will use that degree of care and skill ordinarily exercised under similar conditions in similar localities. **THIS AGREEMENT IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING ANY WARRANTY OF FITNESS OR AS TO A SPECIFIC RESULT.**

12. Causes of action against the Engineer pertaining to acts or failure to act shall be deemed to have accrued, and the applicable statute of limitations shall commence to run, not later than the date of substantial completion of the project. In no event shall any statute of limitations commence to run any later than the date when the Engineer's services are substantially completed and any cause of action against the Engineer arising from or pertaining to this agreement must be initiated no later than two (2) years after the date when the Engineer's services are substantially completed.

13. In no event shall the Engineer be liable for consequential damages, including lost profits, loss of investment or other incidental damages.

14. Fees and all other charges will be billed monthly as the work progresses, and the net amount shall be due at the time of billing. In the event Client fails to pay the Engineer within ninety (90) days after invoices are rendered, then Client agrees that the Engineer shall have the right to consider such failure as a total breach of this agreement and the duties of the Engineer under this agreement may be terminated at the election of the Engineer upon five (5) days written notice. Interest not exceeding the maximum rate allowable by law will be payable on any amounts not paid within 30 days of the billing date, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount.

15. Compensation payable to the Engineer pursuant to this agreement shall be in addition to taxes that may be assessed against the Engineer by any state or political subdivision directly on services performed or payments for services performed by the Engineer. Such taxes that the Engineer may be required to collect or pay shall be added by the Engineer to invoices submitted to the Client pursuant to this agreement.

16. In the event all or any portion of the work prepared or partially prepared by the Engineer is suspended, abandoned, or terminated, the Client shall pay the Engineer for the work performed on an hourly basis, not to exceed any maximum contract amount specified herein.

17. This agreement may be terminated by either Client or the Engineer upon thirty (30) days written notice in the event of substantial failure of the other party to perform in accordance with the terms of this agreement. Client expressly agrees to hold the Engineer harmless from any liability arising out of the Engineer's termination of its services hereunder due to Client's failure to perform and/or pay in accordance with the provisions of this agreement. In the event of termination of this agreement, Client shall then promptly pay the Engineer for all of the fees, charges and services performed by the Engineer in accordance with the compensation arrangements under this agreement or on an agreed hourly basis. If the Engineer files suit for breach of contract, all attorney fees, court costs, and other related costs will be paid by the Client if a Court finds the Client has breached its contract with the Engineer.

18. Should any provision herein be found or deemed to be invalid, this agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this agreement are declared to be severable.

19. Neither the Client nor the Engineer shall assign its interest in this agreement without the written consent of the other. Services provided within this agreement are for the exclusive use of the Client. (Revised 1/05)