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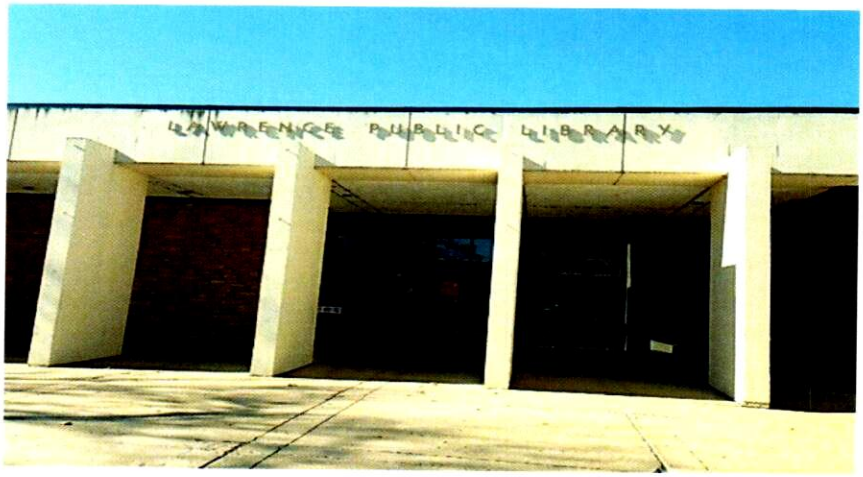
GEOTECHNICAL SERVICES PROPOSAL for

Lawrence Parking Garage, Library and Site Package

PREPARED FOR:

City of Lawrence
C/O Gould Evans Associates
706 Massachusetts Street
Lawrence, Kansas 66044

Attn: Doug Doering, AIA, LEED AP



PREPARED BY:

Cook, Flatt & Strobel Engineers
1100 West Cambridge Circle Drive
Kansas City, Kansas 66103
913-627-9040

November 21, 2012

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Lawrence, Kansas 66044
(785) 856-9600 Office

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Kansas City, Kansas
Kansas City, Missouri

November 21, 2012

City of Lawrence
c/o Gould Evans Associates
706 Massachusetts Street
Lawrence, Kansas 66044

Attn: Doug Doering

RE: Special Inspection and Testing
Lawrence Parking Garage, Library, and Site Package
Lawrence, Kansas

Mr. Doering:

Cook, Flatt & Strobel (CFS) Engineers, P.A. proposes to provide Special Inspection and Testing Services in connection with the Lawrence Parking Garage and Site Package (herein after called the "project").

Our services will consist of professional engineering and testing services as set forth in the General Provisions, consisting of three pages, and as amended and supplemented in Exhibit A and Exhibit B, consisting of one page each thereto, all of which are attached to this letter.

The lump sum cost for special testing and inspection services outlined in Exhibit A is **$39,850**. The scope of work for this proposal was based on:

- Our meeting and review of project with Doug Doering of GEA
- Our meeting and review of project plans and specifications with Dennis Odgers of B.A. Construction
- Emails from Doug Doering of GEA on 11/2/12 at 9:01 and 9:57 AM, on 11/5/2012 at 10:04 AM, on 11/20/2012 at 4:02 and 4:22 PM, and on 11/20/2012 at 6:56 PM

The lump sum cost for the garage alternate is **$3750.00**.

The lump sum cost for testing and inspection services outlined in Sections 31 1200, 32 1216 and 32 1313 is **$1,500.00**. The scope of work for this proposal was based on:

- Our review of project specifications and 60% plans

CFS will begin services promptly after receipt of your acceptance of this proposal.

Services rendered in the customary phases which, together with the general understanding applicable to our relationship, are set forth in the General Provisions and Exhibit A thereto, which are attached to and made part of this

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Kansas City, Kansas
Kansas City, Missouri

proposal and may only be modified in writing signed by both parties. Your responsibilities are set forth in the General Provisions.

Provided this proposal is satisfactory, please sign the enclosed copy and return to our office.

CFS appreciates the opportunity to provide this proposal for services to City of Lawrence.

Respectfully,
Cook, Flatt & Strobel Engineers, P.A.

William J. Stafford, P.E.
Senior Engineer

Accepted this _____ day of _____, 20____

City of Lawrence

_____
Signature of Officer or Authorized Agent

_____
Name/Title of Officer or Authorized Agent

Attachments:

- General Provisions
- Exhibit A – Scope of Services
- Resumes
- Project Experience

GENERAL PROVISIONS

Attached to and made a part of LETTER AGREEMENT dated November 21, 2012 between City of Lawrence (OWNER) and Cook, Flatt & Strobel Engineers P.A. (ENGINEER) in respect of the Project described therein.

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 General

1.1.1 ENGINEER shall perform professional services as stated in Appendix A which include customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental thereto.

1.1.2 Site Access and Control. OWNER grants to ENGINEER the right of entry to the Project Site by ENGINEER, its employees, agents, and subcontractors, to perform the Services. If OWNER does not own the Project Site, OWNER warrants to ENGINEER that OWNER has the authority and permission of the owner or occupant of the Project Site to grant such right of entry to ENGINEER. If as a requirement of performing the Services, ENGINEER damages or alters a Project Site owned by a third party, OWNER agrees to pay the cost of restoring the Project Site to the condition of the Project Site prior to the performance of the Services, unless such damage or alteration is caused by the sole negligent acts, negligent omissions, or willful misconduct of ENGINEER, its employees, agents, or contractors. OWNER acknowledges that it is now and shall remain in control of the Project Site at all times. ENGINEER shall have no responsibility or liability for any aspect or condition of the Project Site, now existing, or hereinafter arising or discovered unless caused by the sole negligent acts, negligent omissions, or willful misconduct of ENGINEER, its agents, employees or contractors. Except as set forth herein, ENGINEER does not, by its entry into the Project Site, or the performance of the Services, assume any responsibilities or liability with respect to the Project Site. ENGINEER does not undertake to report to any federal, state, or local governmental agency any conditions existing at the Project Site which may present a potential danger to public health, safety, or the environment, but shall promptly notify OWNER of any such conditions foregoing. ENGINEER shall timely notify OWNER and each appropriate federal, state, and local government agency of the existence of any condition at the Project which may present a potential danger to public health, safety, or the environment and of which it is actually aware if ENGINEER is required to so report any such condition under any applicable federal, state or local law, rule, regulation or interpretation. If at any time during the performance of the Services, ENGINEER reasonably believes the safety of its employees, agents, subcontractors, or any other person is in jeopardy, ENGINEER reserves the right to immediately suspend the performance of the Services until such condition is remedied, or if such condition cannot be remediated to the reasonable satisfaction of ENGINEER, ENGINEER may terminate this Agreement.

1.1.3 Permit Assistance. ENGINEER agrees to assist OWNER in obtaining all necessary governmental permits, licenses, approvals, and documents required for the performance of the Services. ENGINEER's obligations to perform the Services are specifically subject to the issuance of all permits, licenses, approvals, or other documents required to enable ENGINEER to perform the Services.

1.1.4 Standard Practice. The Services will be performed on behalf of and solely for the exclusive use of OWNER and for no others. The Services performed by ENGINEER shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering and environmental consulting professions in the same locale acting under similar circumstances and conditions. EXCEPT AS SET FORTH HEREIN, ENGINEER MAKES NO OTHER REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, CONCERNING ANY OF THE SERVICES WHICH MAY BE FURNISHED BY ENGINEER TO OWNER.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 OWNER, without invalidating this Agreement, may request changes within the general scope of the Services required by this Agreement by altering or adding to the Services to be performed, and any such changes in the Services shall be performed subject to this Agreement. Upon receiving OWNERs request, ENGINEER shall return to OWNER a change proposal setting forth an adjustment to the Services and Project Cost estimated by ENGINEER to represent the value of the requested changes. Following OWNERs review of ENGINEERs change proposal, OWNER shall execute a written change order or contract amendment directing ENGINEER to perform the changes in the Services.

2.2 If the parties agree, ENGINEER shall provide resident Project representation under ENGINEER's supervision which will be paid for by OWNER as indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matters" and which will be intended to assist ENGINEER in observing performance of Contractor(s)' work, but will not involve ENGINEER in the construction means, methods, techniques, sequences or procedures or safety precautions or programs nor provide to OWNER any guarantee by ENGINEER of the accuracy, quality or timeliness of Contractor(s)' performance.

SECTION 3 - OWNER'S RESPONSIBILITIES

3.1 OWNER shall provide all criteria and full information as to OWNER's requirements for the Project; designate a person to act with authority on OWNER's behalf in respect of all aspects of the project; examine and respond promptly to ENGINEER's submissions; and give prompt written notice to ENGINEER whenever he observes or otherwise becomes aware of any defect in the work.

3.2 ENGINEER shall indicate to OWNER the information reasonably needed for rendering the Services described in each purchase order, proposal or scope of work. ENGINEER shall review existing information provided by others and shall give OWNER its opinion as to the risks associated with reliance on such information. OWNER will immediately transmit to ENGINEER any new information concerning the Project that becomes available to it, either directly or indirectly, during the performance of this agreement. OWNER agrees to render reasonable assistance as requested by ENGINEER so the performance of the Services under this Agreement may proceed without delay or interference. ENGINEER will not be liable for any advice, judgment or decision based on inaccurate or incomplete information furnished by OWNER. To the extent that ENGINEER is required to rely solely upon existing information, OWNER agrees to waive any claim against ENGINEER and to indemnify and hold harmless ENGINEER from and against any and all claims, damages, losses, liability, and expenses, including attorneys fees, which may arise from errors, omissions, or inaccuracies in existing information provided to ENGINEER by OWNER, unless caused by or arising out of the sole negligent acts or omissions, or willful misconduct of ENGINEER or its employees, agents, or contractors.
Guarantee access to and make all provisions for ENGINEER to enter upon public and private property.

3.3 OWNER shall pay all costs incident to obtaining bids or proposals from Contractor(s).

3.4 Subcontract and Assignment Authorization. ENGINEER shall have the right to subcontract Project Services to be provided under this Agreement to qualified providers of services selected by ENGINEER. The fees and costs of such subcontractor(s) shall be included in ENGINEERs fee as specified in this Agreement, unless OWNER agrees that subcontractor services are to be directly billed to OWNER. ENGINEER shall have the right to assign and delegate any portion or all of its rights and obligations under this Agreement to qualified providers of services selected by ENGINEER, provided that such providers of services are related to ENGINEER as parent, subsidiary or otherwise affiliated entities. Such assignment and delegation shall be on the same terms and conditions as set forth in this Agreement, except that assignees share of the fee for services and the scope of work shall be set forth in a schedule that incorporates by reference the terms and conditions of this Agreement, unless otherwise modified. Such schedule shall include an express assignment and delegation by ENGINEER, and acceptance of such assignment and delegation by the assignee. OWNER hereby prospectively consents to and ratifies such assignment and delegation, which shall be effected at the discretion of ENGINEER.

SECTION 4 – TERMS AND CONDITIONS

4.1 Betterment

If a required item or component of the project should be omitted from construction documents, ENGINEER shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will ENGINEER be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the project.

4.2 Billing and Payment

Invoices submitted by ENGINEER are due upon presentation and shall be considered PAST DUE if not paid within twenty one (21) calendar days of the invoice date. If

payment is not received by ENGINEER within twenty one (21) calendar days of the invoice date, invoices shall bear interest at one-and-one half (1.5) percent (or maximum allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. If the OWNER fails to make payments when due and ENGINEER incurs any costs in order to collect overdue sums from the OWNER, the OWNER agrees that all such collection costs incurred shall immediately become due and payable to ENGINEER. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable ENGINEER staff costs at standard billing rates for ENGINEER time spent in efforts to collect. This obligation of the OWNER to pay collection costs shall survive the term of this Agreement or any earlier termination by either party.

If the OWNER fails to make payments when due or otherwise is in breach of this Agreement, ENGINEER may suspend performance of services upon seven (7) calendar days' written notice to the OWNER. ENGINEER shall have no liability whatsoever to the OWNER for any costs or damages as a result of suspension caused by any breach of this Agreement by the OWNER.

4.3 Certifications, Guarantees and Warranties

ENGINEER will, as a matter of professional practice, affix a professional seal to the final copy of all completed plans, surveys or reports. Should the OWNER's project needs require ENGINEER to sign specific certifications or other documents, either for the OWNER or for second parties (such as lenders or potential buyers), the OWNER shall provide ENGINEER with copies of all such documents, containing the language to be signed, prior to entering into this contract. ENGINEER will review the certifications or documents submitted by the OWNER to determine whether complete and sufficient information is being collected or generated as part of the proposed scope of work to allow ENGINEER, as licensed professionals, to sign documents and, if not ENGINEER may propose a modified scope of work and cost. Any certifications or document language that ENGINEER has reviewed and agreed to sign as part of the scope of work shall be attached and made part of this agreement. ENGINEER shall not be required to sign any certifications or documents, no matter by whom requested, that have not been provided prior to entering the contract or that would result in ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence cannot be ascertained. The OWNER also agrees not to make resolution of any dispute with ENGINEER or payment of any amount due to ENGINEER in any way contingent upon ENGINEER's signing any such certification.

4.4 Consequential Damages

Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the OWNER or ENGINEER, their employees, agents, sub ENGINEERs or subcontractors. Consequential damages include, but are not limited to, loss of use, loss of income, loss of profit, loss of business, and/or loss of reputation.

4.5 Reuse of Documents.

All documents including Drawings and Specifications, prepared by ENGINEER pursuant to this Agreement are instruments of service in respect of the Project. Upon full payment of ENGINEER's compensation for this project, a license to use the instruments of service shall be transferred to the OWNER. ENGINEER shall retain ownership and copyright of the instruments of service and the right to reuse the information contained in them in the normal course of ENGINEER's practice. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purposes intended will be OWNER's sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting there from. The OWNER further agrees to compensate ENGINEER for any time spent or expenses incurred by ENGINEER in defense of any such claim, in accordance with ENGINEER's prevailing fee schedule and expense reimbursement policy.

4.6 Transfer of Electronic Data

When honoring a request to transfer, in electronic format, any documents to the OWNER, or others designates by the OWNER, ENGINEER makes no representations as to compatibility, usability, or readability of electronic files resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER in creating the files. Electronic drawing files typically contain sufficient data to generate a graphical representation useful for plotting hard copies, but typically do not contain all data necessary for automation of field construction staking activities (this additional data is only developed by ENGINEER if retained for construction staking). Data stored in electronic format is subject to random errors during file transfers and addition, deletions and amendments by agents outside the control of ENGINEER. For these and other reasons, information contained in the electronic files should be treated as a secondary information source to archival hard copies. Information contained in the signed and sealed documents should be deemed to be superior to electronic information. Any inconsistencies the OWNER discovers, between the electronic information and hard copy documents should immediately be reported to ENGINEER so that the source of the inconsistency may be investigated. See Reuse of Instruments of Service for additional terms and conditions related to electronic data and other instruments of service.

4.7 Opinions of Cost.

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to Project or Construction Cost he shall employ an independent cost estimator as provided in paragraph 3.2. Engineering services to modify the Contract Documents to bring the Construction Cost within any limitation established by OWNER will be considered Additional Services and paid for as such by OWNER.

4.8 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, ENGINEER will be paid for all services rendered to the date of termination, all Reimbursable Expenses and termination expenses.

4.9 Successor and Assigns.

4.9.1 OWNER and ENGINEER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other part of the Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

4.9.2 Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 4.5.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractor, as he may deem appropriate to assist him in the performance of services hereunder.

4.9.3 Nothing herein shall be construed to give any rights or Benefits hereunder to anyone other than OWNER and ENGINEER.

4.10 Arbitration

4.10.1 All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to the Agreement or the breach thereof will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations and restrictions stated in paragraphs 4.10.3 and 4.10.4 below. This agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this paragraph 4.6 will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction.

4.10.2 Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim; dispute or other matter in question

has arisen. In no event may the demand for arbitration be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

4.10.3 All demands for arbitration and all answering statements thereto which include any monetary claim must contain a statement that the total sum or value in controversy as alleged by the part making such demand or answering statement is not more than $200,000 (exclusive of interest and costs). The arbitrators will not have jurisdiction, power or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any claim, counterclaim, dispute or other matter in question where the amount in controversy thereof is more than $200,000 (exclusive of interest and costs) or to render a monetary award in response thereto against any party which totals more than $200,000 (exclusive of interest and costs).

4.10.4 No arbitration arising out of, or relating to, this Agreement may include, by consolidation, joiner or in any other manner, any person or entity who is not a party to this Agreement.

4.10.5 By written consent signed by all the parties to this Agreement and containing a specific reference hereto, the limitations and restrictions contained in paragraph 4.10.3 and 4.10.4 may be waived in whole or in part as to any claim, counterclaim, dispute or other matter specifically described in such consent.

4.11 Limitation of Liability

4.11.1 In recognition of the relative risks and benefits of the project to both the OWNER and ENGINEER, the risks have been allocated such that the OWNER agrees, to the fullest extent by law, to limit the liability of ENGINEER to the OWNER for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fee and costs and expert-witness fees and costs, so that the total aggregate liability of ENGINEER to the OWNER shall not exceed $10,000 or ENGINEER's total fee for services rendered on this project, whichever is greater. 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. Should the OWNER desire greater liability limits for the Project, the OWNER shall request such additional insurance prior to entering into this Agreement and ENGINEER will provide a cost quote for the additional insurance, based on the OWNER's requirements.

4.11.2 Insurance. In addition to any other insurance which ENGINEER may choose to carry, ENGINEER shall, at its sole expense, maintain in effect during the performance of the Services under this Agreement insurance coverages as follows: Workers Compensation as required by state law; General Liability and Automobile Liability with a combined single limit of $1,000,000 per occurrence; Professional Liability, including Pollution Liability $1,000,000 for claims made against ENGINEER for negligent errors or omissions in performance of Services hereunder. ENGINEER shall deliver to OWNER certificates of insurance, if requested by OWNER.

4.11.3 Indemnification. ENGINEER shall defend, indemnify and hold harmless the OWNER and its officers, employees, servants, agents, successors, and assigns from and against any and all liability, claims, demands, suits, actions, third party claims, penalties, fines, debts, accounts, damages, costs, expenses, losses and attorneys fees (hereinafter referred to collectively as Damages) which directly arise out of or result from injury or death to its employees and subcontractors or damage to property, to the extent the injury or damage is caused by the negligent act or willful misconduct of ENGINEER or its employees, servants and agents in the performance of ENGINEERs work under this Agreement. The OWNER shall give prompt notice to ENGINEER of any such suit, claim, demand, or action relating thereto in order to provide ENGINEER with the earliest opportunity to defend against any actions or proceedings for Damages. Indemnification under this provision shall exclude any and all Damages which either directly or indirectly arise out of or result from acts, errors, or omissions of the OWNER or any of their officers, employees, servants, agents, ENGINEERs, or other representatives. Neither party shall be liable to the other party for any special, indirect, incidental, punitive or consequential damages, whether based on contract, tort (including negligence), strict liability or otherwise.

4.11.4 Third Party Claims. In the event any third party brings a suit or a claim for damages against ENGINEER alleging exposure to or damage from materials, elements or constituents at or from the Project Site before, during or after services are performed by ENGINEER under this Agreement, which is alleged to have resulted in or caused any adverse condition to any third party or resulted in claims arising from remedial action, cleanup, uninhabitability of property, or other property damage, OWNER, except to the extent of ENGINEERs gross negligence or willful misconduct, agrees to defend, indemnify and hold ENGINEER harmless against any such suit or claim and any obligation or liability arising there from.

4.11.5 Unforeseen Occurrences. If, during the performance of Services under this Agreement, any unforeseen conditions or occurrences, including without limitation unforeseen hazardous substances or waste, are encountered which, in ENGINEERs sole judgment, may significantly affect the Services, the risk involved in providing the Services, or the scope of Services, OWNER will agree with ENGINEER to modify the scope of Services and ENGINEER will provide an estimate of additional charges to include provision for the previously unforeseen circumstances. Such estimate, when calculated by OWNER and ENGINEER will be a valid change order. As an alternative, ENGINEER may terminate Services under this Agreement in writing effective on the date specified by ENGINEER, in which event OWNER shall pay ENGINEER for services performed to the date of termination, plus reasonable expenses of termination.

4.11.6 Force Majeure. ENGINEER shall not be liable to OWNER for any loss, liability, cost, damage or expense arising out of the delay or failure to render Services under this Agreement where such delay or failure arises by reason of legislative, administrative or government prohibition, fire, weather conditions, hostilities, civil disturbances, labor or industrial disputes, acts of God or any other event beyond the reasonable control of ENGINEER, in which event either party may terminate that portion of the Services under this Agreement not yet completed, and ENGINEER shall have no further liability to OWNER therefore. A change authorization extending the time to perform and stating an appropriate fee adjustment may be elected by mutual agreement of the parties hereto as an alternative to termination.

4.11.7 Captions. The captions and headings in this Agreement are for purposes of reference only, and shall in no way limit or otherwise affect any of the terms or provisions hereof.

SECTION 5 – Geotechnical and Engineering

5.1 Tests and Inspections

Client shall cause all tests and inspections of the site, materials and work performed by CFS or others to be timely and properly per- formed in accordance with the plans, specifications and contract documents, and CFS's recommendations. No claims for loss, damage or injury shall be brought against CFS by client or any third party unless all tests and inspections have been so performed and unless CFS's recommendations have been followed. Client agrees to indemnify, defend and hold CFS, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or CFS's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of CFS, its officers, agents or employees.

5.2 Scheduling of Work

The services set forth in CFS's proposal and client's acceptance will be accomplished in a timely, workmanlike and professional manner by CFS personnel at the prices quoted. If CFS is required to delay commencement of the work or if, upon embarking upon its requirements of third parties, interruptions in the progress of construction or other causes beyond the direct reasonable control of CFS, additional charges will be applicable and payable by client.

5.3 Sample Disposal

Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of CFS's report.

5.4 Hazardous Materials

Nothing contained within this agreement shall be construed or interpreted as requiring CFS to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

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EXHIBIT A

FURTHER DESCRIPTIONS OF BASIC ENGINEERING SERVICES AND RELATED MATTERS:

This is an exhibit attached to and made part of the General Provisions attached to the Letter Agreement dated November 21, 2012 between City of Lawrence (**OWNER)** and Cook, Flatt & Strobel Engineers, P.A. **(ENGINEER)** providing for professional engineering services. The basic services of **ENGINEER** as described in Section 1 of the said General Provisions are amended or supplemented as indicated below and the time periods for the performance of certain services as indicated in said General Provisions are stipulated as indicated below.

ENGINEER shall perform and limit his work to the following in accordance with the section 1704 of the 2009 International Building Code:

Work Items:

- Placement of Concrete
- Testing of Concrete
- Bolts in Concrete
- Placement of Reinforcing Steel
- Verification of Soil Bearing Capacities
- High Strength Boling
- Erection of Precast
- Structural Welding
- Shop Fabrication of Precast – Excluded per 11/2/12 email from Doug Doering-GEA
- Drill Pier Inspection

Engineering – Report review, consultation, final sign report, meetings and field inspection

WILLIAM J. STAFFORD, PE

Senior Engineer / Senior Project Manager

EDUCATION

MS, Civil Engineering (Geotechnical), University of South Carolina, 1975
BS, Civil Engineering (Environmental), Worcester Polytechnic Institute, 1974

REGISTRATIONS/CERTIFICATIONS

Professional Engineer: Missouri (EN 029183, 1997), Iowa (#14978, 1999), Kansas (#14759, 1997), South Carolina (#7507, 1979), Colorado (#36386, 1979), Oklahoma (#19644, 2000),. Nebraska (E-9008, 1997), Texas (#91654, 2003), Arkansas (#11399, 2003)

EXPERIENCE SUMMARY

Mr. Stafford has 38 years of experience in general management within the engineering field. Responsibilities include business development, operational management, technical program management, operations finance, senior project management and public relations. He has extensive experience managing large-scale civil and geotechnical engineering projects (Washington Harbor and the Federal Triangle in Washington D.C.) and multi-story structures (60+ story office towers for Society Bank, Cleveland, OH and Nations Bank, Charlotte, NC), Union Station-Science City in Missouri; Kansas International Speedway, KS and numerous educational facilities including Blue Valley District and Lee's Summit Highs Schools . Mr. Stafford has also had previous experience working for the Grain Valley School District over the last 12 years on various projects.

PROJECT EXPERIENCE

- ***The Village at Mission Farms, Overland Park, Kansas*** Senior Project Engineer. Responsible for staffing, oversight and field inspections of 5 level post-tension concrete garage with 4 level wood frame apartment buildings on post tension slabs.

- ***Flint Hills Discovery Center, Manhattan, Kansas*** Senior Project Engineer. Responsible for staffing, oversight and field inspections of structural steel exhibit center with glass curtain wall placed on drilled piers.

- ***H&R Block World Headquarters: Kansas City, Missouri.*** Senior Project Engineer. Responsible for staffing, oversight and field inspections of 17 story post-tension concrete office building with 5 levels below grade parking. Project included vibration monitoring of adjacent Midland Theatre during rock removal for the garage.

- ***Kansas International Speedway Construction Oversight, Kansas City, Kansas***. Project Manager responsible for staffing, project supervision and oversight.

- ***Nebraska Furniture Mart (phase 1&2), Kansas City, Kansas*** Senior Project Engineer. Provided construction testing oversight and observation services for one million square foot facility. Reviewed field and laboratory data for field density testing, reinforcing steel and concrete testing. Performed field inspections when required.

- ***Pink Hill Commercial Landfill, Independence, Missouri*** Senior Geotechnical Engineer for new commercial landfill. Duties included responsibility for geotechnical exploration, soil evaluation and report for permitting of new six cell landfill. During construction, responsibilities included supervision and quality control of borrow site, laboratory testing of materials to include soil source, test pad, recompacted clay liner, granular drainage layer and coarse aggregate. Provided full certification to State of Missouri for opening of the landfill in 2007.

- ***Western Missouri Mental Health Center, Kansas City, Missouri*** Senior Project Engineer. Provided construction testing oversight and observation services for the new Missouri 5 level reinforced concrete building founded on footing and piers on rock. Reviewed filed and laboratory data for field density testing, and concrete testing.

- ***Levee L-385 Construction Oversight, Riverside, Missouri***. As Senior Project Engineer, provided construction testing oversight and observation services for the new Missouri river levee. Reviewed field and laboratory data for field density testing, relative density testing, stone (spalls, rip rap and bedding materials), aggregate testing and concrete testing.

- ***Metropolitan Community College*** Senior Project Engineer. Provided construction testing oversight and observation services for five (5) new multi-purpose tornado shelters at each of the colleges. Reviewed field and laboratory data for field density testing, reinforcing steel and concrete testing. Performed field inspections when required.

- ***Will Rogers Turnpike (Interstate 44) Geotechnical Investigation, Oklahoma Dept. of Transportation, Oklahoma.*** As Project Engineer, provided geotechnical exploration and evaluation of subgrade conditions and pavement qualities of a 30-mile section of existing four-lane highway divided by a concrete barrier. Verified water-trapped areas under the pavement and provided recommendations to prevent/minimize future water damages on the pavement.

- ***Office Tower Construction QA/QC, Ohio, North Carolina, and Pennsylvania.*** As Project Engineer, provided construction QA/QC for the following projects:
    - Society Bank (62-story office tower): Cleveland, OH
    - NationsBank (60-story office tower): Charlotte, NC
    - Liberty Place Twin (62-story office tower/hotel/shopping mall): Philadelphia, PA

- ***O'Hare International Air Terminal Construction QA/QC, Chicago, Illinois***. As Project Manager, provided QA/QC during construction. Tasks included fabrication shop inspection and landside building and air side testing of soils, concrete and steel.

- ***Rockwell Headquarters Construction QA/QC, Chantilly, Virginia.*** Project Manager responsible for project management and technical QA/QC.

- ***Federal Triangle CMT, Washington, D.C***. Project Manager responsible for staffing and testing supervision.

- ***Harbour Place Financial Complex CMT, Elizabethtown, New Jersey***. Project Manager responsible for inspection and testing of the renovation.

- ***CMT and Inspections, Missouri and Kansas***. As Senior Project Engineer, provided CMT and inspections for the following projects:
    - Blue Valley West High School: Excelsior Springs, MO
    - Target Stores: Independence, MO , Kansas City, KS
    - Home Depot Stores: Lee's Summit, MO , Kansas City, KS , Blue Springs, MO
    - Lee's Summit High School: Lee's Summit, MO
    - Kearney Middle School: Kearney, MO
    - Fort Riley Firing Range: Fort Riley, KS
    - Easton Elementary: Easton, KS
    - Walgreens Store: Kansas City, KS
    - Sprint PCS Towers: Kansas City, KS
    - Tall Grass Creek Retirement Center, Overland Park, KS
    - Corbin Park Retail Center, Overland Park, KS

Soil and Foundation Investigations

- ***Bass Pro Shop Geotechnical Investigation, Olathe, Kansas***. Senior Geotechnical Engineer responsible for a subsurface investigation for a warehouse building. Provided recommendations for deep foundations including drilled shaft and Geopier options, site preparation, slab-on-grade, retaining walls, permanent pond, pavement surfacing type, and thickness design for roads and parking areas.

- ***Union Station-Science City Soil and Foundation Investigation, Kansas City, Missouri***. As Project Manager, provided geotechnical engineer design and construction quality assurance/quality control (QA/QC) and testing for renovation of an existing train station, a new science museum and parking decks.

- ***Donahoo Road Interchange Geotechnical Investigation, Kansas City, Kansas***. Senior Geotechnical Engineer responsible for a subsurface investigation for a new interchange at the intersection of Interstate 435 and Donahoo Road. Provided a geotechnical report that met KDOT standards including the relocation of a creek and several bridges.

- ***Federal Courthouse Geotechnical Investigation, St. Louis, Missouri***. Project Manager responsible for project management and technical review for the 29-story structure.

- ***Home Depot Geotechnical Investigations, Kansas, Missouri, Iowa, and Nebraska.*** As Geotechnical Engineer, conducted geotechnical investigations for over 50 Home Depot stores located on 15- to 40-acre lots. Provided recommendations for foundations, site preparation, slab-on-grade, retaining walls, detention ponds, pavement surfacing type and thickness design for roads and parking areas, overlay design and other geotechnical considerations, such as deep fill, slope failure, drainage and subsidence.

- ***Internal Revenue Service Complex Geotechnical Investigation, Kansas City, Missouri.*** As a Senior Project Manager, provided field drilling and testing services, laboratory analysis, and geotechnical analysis and design for a 3,400-person complex consisting of three multi-level building warehouses and a parking garage. Designed retaining walls and performed a geophysical study to identify rock depths.

- ***Sprint Arena Geotechnical Investigation, Kansas City, Missouri.*** As a Senior Project Manager, provided field drilling and testing services, laboratory analysis, and geotechnical analysis and design for a 18,000-seat arena. Recommended stanamic load test of piers, resulting in a 50 percent increase in pier capacity. Discontinuous upper rock layer required very complicated lateral load analysis. The arena was poured 10 feet to raise the event floor above a pyretic shale layer.

- ***Independence Hospital Geotechnical Investigation and Construction Materials Testing (CMT), Independence, Missouri***. As a Senior Project Manager, provided field drilling and testing services, laboratory analysis, and geotechnical analysis and design services for a new regional hospital and an adjacent five-story medical office building. Provided full-time construction QC and testing for on-site laboratory, as well as soil, concrete, steel, fireproofing, masonry, roofing, and footing inspections.

Deep Foundation Design for Piling / Shafts

- ***Washington Harbor Geotechnical Design, Washington, D.C.*** Project Engineer responsible for geotechnical design of the pile foundations and construction QA/QC for this mid-rise complex located on the Potomac River.

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers
Kansas Society of Professional Engineers
American Concrete Institute

CONTINUING EDUCATION

LRFD ASCE Training Course for Foundation Designs, 2009
Shoring and Piling Design and Installation, 2009
Specialty Concrete Use and Testing, 2008
Post Tension Inspection, 2007
Fly Ash Stabilization, 2005
Design of MSE Walls, 2004
Concepts of Advanced Slope Stability Analysis, 2003
Seismic Codes per International Building Codes, 2002
Stability of Subgrade Soils, 2002

EIFS and the Water Intrusion Issue, 2000

PROFESSIONAL EMPLOYMENT HISTORY

Senior Engineer, Cook, Flatt & Strobel Engineers, 2008 to present
Senior Vice President, Tetra Tech, Inc.,1997 to 2008
Operations Manager, Horne Engineering Services, Inc., 1996 to 1997
Chief Operating Officer, Eder Associates, 1994 to 1996
Executive Vice President, Professional Service Industries, Inc., 1975 to 1994

JARED MOHRMAN, E.I.

Project Engineer

EDUCATION

B.S. Environmental Engineering; Minor: Civil Engineering – University of Delaware

REGISTRATIONS/CERTIFICATIONS

Concrete Field Testing Technician, Grade I: American Concrete Institute (#01240940, 2002)
Nuclear Gauge Safety; Troxler (2012)
Hazmat for U.S. DOT and IATA; Troxler (2012)
Pervious Concrete Technician: Concrete Promotional Group (#173, 2017)

EXPERIENCE SUMMARY

Mr. Mohrman in Cook, Flatt, and Strobel in 2012 and has over 2 years of engineering and construction inspection experience.

PROJECT EXPERIENCE

Project Geotechnical Engineer – Manage and perform geotechnical investigations; provide design recommendations for foundations (including spread footings, driven piles, and drilled piers); and provide pavement design and recommendations.

- Meadowbrook Estates - Warrensburg, Missouri
- Coca Cola – Lenexa, Kansas
- Farmland Business Park – Overland Park, Kansas
- Shoal Creek Parkway – Kansas City, Missouri

Construction Technician – Testing and inspection of concrete, rebar placement, epoxied dowels, drilled piers, earthwork, and footings.

- Menards – East Wichita, Kansas
- Menards – Salina, Kansas
- Menards – West Wichita, Kansas
- Rasmussen College – Topeka, Kansas
- USD #259 – Wichita, Kansas
- Kenworth – Topeka, Kansas
- Homewood Suites – Topeka, Kansas

DANIEL MUDER

Construction Inspector

REGISTRATIONS/CERTIFICATIONS

KDOT Certified Construction Inspector; Kansas Department of Transportation (#2265, 2012)
API-CPI-BI-STR
Concrete Field Testing Technician; American Concrete Institute (#00109633, 2012)
Certified Troxler Nuclear Density Meter Operator, Humboldt (#8504, 2010)

EXPERIENCE SUMMARY

Mr. Muder joined Cook, Flatt & Strobel Engineers in 2000 as a construction inspector. He has extensive experience in the construction inspection field including inspection of bridges, grading and surfacing, paving, milling and overlay, storm water projects and materials testing.

PROJECT EXPERIENCE

- 199th & Metcalf – Stanley, Kansas
- Detention Basin – Edwardsville, Kansas
- Horizons Parkway, Riverside, Missouri
- Northwoods Project, Riverside, Missouri
- Monticello-Lenexa, KS
- Bull Creek Bridge- Edgerton, Kansas
- County Bridge – Cass County, Missouri
- Woodend Road Improvements – Edwardsville, Kansas

The Village at Mission Farms – Special Inspection and Testing performed for Caymus Real Estate Services and Land Development Strategies, LLC of Kansas City, MO. Client contact is Steve Coon at Land Development Strategies, LLC (816) 960-1818 or scoon@rapidbuiltproperties.com. The Architect was William Prelogar of NSPJ in Prairie Village, Kansas (913-831-1415). Full time inspection was provided by Rich Bowers and supported by William Stafford, P.E. as Project Engineer and Geotechnical Engineer of Record; both of CFS Engineers.

Caymus Real Estate LLC broke ground in April of 2011 on the $32 million, four-story, 258,845-square-foot upscale multifamily community at 105th and Mission Road in Overland Park, KS. The Village of Mission Farms is planned for 212 units with secured 5 level garage parking. Retail space was constructed on the ground level of the southern building. Occupancy for the project is scheduled for Summer of 2012.

The design of the project consisted of approximately 118, twenty-five feet deep drilled pier foundation founded on limestone. The drilling encountered groundwater throughout most of the site due to the adjacent creek. Dewatering pumps were required to maintain a dry and clean bottom. Bearing capacity, test holes, reinforcing steel placement and concrete installation was inspected by Rich Bowers and William Stafford, P.E.

The southern apartment building consisted of cast-in place columns and a post-tension podium deck to support three additional levels of wood framed residences. The apartments surrounding the 5 level post-tension garage were supported on post-tension slabs on grade (without piers). Full time inspection of the concrete placement along with field and laboratory tests were performed by Rich Bowers and William Stafford, P.E. Prior to concrete placement, reinforcing and post tension steel cable were carefully inspected to ensure it met project plans and specifications. Careful monitoring of the tensioning of the cables was performed after concrete test results indicated adequate strength.

Additional services performed by Rich Bowers and William Stafford, P.E. consisted of steel welding inspection for beams and columns for the retail, epoxy inspection of post installed anchors, masonry inspection of reinforcing steel and grout for the parking garage exterior walls, soil compaction testing and monitoring of the asphalt placement for the pavement.

Farmland Business Park – Farmland Business Park is located in Lawrence, Kansas north of Highway 10 and just outside the east side of town. The site was an industrial facility. The proposed project consists of a new industrial building, roadways, and utilities.

The geotechnical investigation for this site was lead by Mr. William Stafford and assisted by Mr. Jared Mohrman of CFS. A total of thirty-seven (37) borings were drilled in the proposed building areas for the purpose of determining the type of soil on the site, groundwater levels and depth to rock.

A final report was prepared with field data, boring logs, laboratory results, and general recommendations for future building foundations, gradings, and potential construction considerations.