February 6, 2013  
Proposal No. 2014.01  

Campbell County School District  
1000 West Eighth Street  
Gillette, Wyoming 82716  

ATTN: Andy Mravlja  

RE: CCSD North Campus Fat Track Evaluation  

Dear Andy:  

Consolidated Engineers, Inc. proposes to provide Professional Civil Engineering services in connection with the above referenced Project. This proposal covers “Evaluation Phase” services only. These services are explained in the attached “Scope of Civil Engineering Services”. We will also furnish such “Additional Services” as you may request throughout the course of the Project.  

You will pay us for our Basic Services on a “Time and Expenses with Maximum Fee” basis as shown and per the attached Terms and Conditions of Agreement.  

If this Proposal is acceptable, please execute both copies of this letter, save one for your records, and return one to us.  

We appreciate the opportunity to submit this Proposal. We also look forward to working together with you on this and future projects.  

Respectfully Submitted  
CONSOLIDATED ENGINEERS, INC.  

[Signature]  
Dennis G. Stillman  
Secretary/Treasurer  

ACCEPTED: ____________________________  

Title: ____________________________  

Date: ____________________________
SCOPE OF THE PROJECT
February 6, 2014

Campbell County School District No. 1 (CCSD) desires to develop a Fat Track located at the North Campus school site. The proposed Fat Track is in reference to the fact that the running track is widened and shortened to accommodate a full size soccer field inside of it which is wider than a football field. The Fat Track would be in the general location of the existing track and field area. The final positioning of the Fat Track will require increased area either in the western or eastern direction due to the widening requirements.

At this time CCSD is requesting general overview construction cost estimates for installing the proposed Fat Track and the associated improvements / replacements. The estimated construction costs will be evaluated and presented for increased area to the west and increased area to the east.

PROJECT EVALUATION CRITERIA

Representatives from Consolidated Engineers, Inc. (CEI) met with Andy Mravlja and Cliff Hill on the 8th of January to discuss the project scope. Discussions also included CCSD’s concerns and requirements for extending the proposed Fat Track to the west or to the east of the location of the existing track.

The following items were discussed at that meeting and will be the basis for CEI’s evaluation and construction estimates.

Extending the Fat Track to the West:

1. Move or replace the stadium. Current capacity is approximately 1,925 whereas most other schools in the state have capacity for 2,500 to 3,000 plus. The School District would like information on replacing the stadium in-kind but with line items for increasing capacity. Current stadium is over forty years old which needs to be considered under the possibility of relocating the stadium further to the west.

2. Examine and redesign the drainage around and under the existing stadium if it is relocated.

3. Configure space to accommodate high jump areas at the D-ends.

4. Replace and relocate the lights along both sides of the field. Existing lights are over forty years old and may not be sufficient to adequately light the field of play once the fat track is constructed.

5. Re-locate the electric transformer that is adjacent to the south-west corner of the stadium that feeds the overhead lights.

6. Install new goal posts that can accommodate soccer goals under the cross bars. This type of goal post is currently being used on the practice field.

7. Redesign the drainage system for the proposed Fat Track. The drainage for the existing field daylights to the south east and the west side drains fine but the east side does not.
8. Install a new irrigation system and sod or install artificial turf for the football / soccer field.

9. Potentially relocate utilities running north and south between the school and the field / stadium.

10. Potentially replace lost parking in the northern grassy areas adjacent to the current parking.

11. Move or replace the storage shed that is located to the north of the existing stadium.

12. Install new fencing for the upgraded facility.

13. Relocate the finish line camera building

14. Relocate the pole vault areas and have them run north – south.

15. Track surface options for the proposed Fat Track will be Mondo, Polyurethane or other.

**Extending the Fat Track to the East:**

a. Replace the long jump and triple jump runways and sand pits. Due to prevailing winds, CCSD wants them replaced in north south orientation similar to existing.

b. Configure space to accommodate high jump areas at the D-ends.

c. Relocate the shot put and discus areas. Currently there are three shot put stations and CCSD would like to have a fourth. The current shot put area surfacing consists of limestone #4. There is a discus location south of the field just north of the practice field that is used primarily for Junior High meets. There is a Junior High shot area south of the scoreboard and long jump. Due to prevailing winds, CCSD wants the proposed shot and discus areas positioned in a north south orientation similar to existing.

d. There is a practice discus area located at the north east corner that would be eliminated and not replaced.

e. Move visitor bleachers. New bleachers, if necessary, would come from a different manufacturer as the existing manufacturer is no longer in business.

f. Create or find a new area for the marching band practice. Practice area would need to meet size requirements for the competition space that is held in the Casper Events Center. Cliff and Andy acknowledged that for an artificial turf scenario, the band could practice on the field. Another option for a new location is the property east of the field and north of the parking lot. CCSD owns this property and could utilize it for the band.

g. Replace and relocate the lights along both sides of the field. In moving the lights, the sound system that is tied into the center light pole located behind the visitor bleachers would also need to be moved and or replaced. Grade at east side lights is above the base of the lights, therefore open pits were created around the base and a chain-link fence installed around them for fall protection. Current
electric service to east side lights and sound systems runs from the transformer in the parking lot around the south end of the track and over to the lights.

h. Install new goal posts that can accommodate soccer goals under the cross bars. This type of goal post is currently being used on the practice field.

i. Redesign the drainage system for the proposed Fat Track. The drainage for the existing field daylights to the south east and the west side drains fine but the east side does not.

j. Redesign the drainage for stadium as there is usually standing water around and under the structure.

k. Provide additional seating at each end of stadium as an alternate line item.

l. Install a new irrigation system and sod or install artificial turf for the football / soccer field.

m. Finish line camera (south of stadium) may be able to stay in its current location if finish line of track is coordinated with current position.

n. Re-locate or remove east side concession stand. Programming for current concession is not good. Power to concession stand appears to come from junction at the scoreboard.

o. Remove and Replace new concrete pad on the east side for porta potties.

p. Install new fencing for the upgraded facility.

q. Track surface options for the proposed Fat Track will be Mondo, Polyurethane or other.

SCOPE OF SERVICES

This scope of civil and structural engineering services has been prepared based on our understanding of the Project and through discussions between CCSD and CEI:

I. Site Evaluation Phase Services

A. Obtain from CCSD the following information:
   1. Base mapping, including topographical and utility data available.
   2. Any documented costs for similar associated work.
   3. Design drawings and reports for the existing track and field facility including the existing stadium, visitor seating and lighting.
   4. Additional information regarding site layout including International Association of Athletics Federations Competition Requirements.

B. CEI will evaluate the proposed Fat Track for shifting the track location to the west and to the east. CEI’s evaluation will follow the items listed above that are located in the evaluation criteria section of this Proposal.

C. CEI will prepare Conceptual Site Plans for those site development items that are unique to shifting the proposed Fat Track to the west and to the east. The
drawings will be on 11"x17" format sheets. The Conceptual Site Plans will include the following elements, as required:

1. Horizontal locations of structures including the stadium, visitor seating and lighting. Fat Track and all other Track & Field activity locations.
2. Parking lots.
3. General proposed drainage patterns and existing facilities.
4. General utility tie-in locations.

D. CEI will prepare conceptual construction cost estimates for those site development items that are unique to shifting the proposed Fat Track to the west and to the east. The conceptual cost estimates will also follow the evaluation criteria section of this proposal.

E. Submit copies of the Conceptual Site Plans and cost estimates to CCSD for review and comment.

F. Meet with CCSD’s staff after submittal to review their comments.

G. Incorporate review comments from CCSD into the drawings and revise the cost estimates accordingly and submit the final evaluation package.

II. Additional Services

The following items are considered to be "Additional Services" and are not covered under this Proposal (separate proposals for these services can be provided if so requested):

A. Legal and Topographical Surveying.
B. Geotechnical Investigation.
C. Design of improvements or modifications.

FEE PROPOSAL

The services as described above will be provided on a “Time and Expenses with Maximum Fee” basis in accordance with the attached “Schedule of Fees” dated December 27, 2012. The estimated total maximum fee is as follows:

Proposal Total: .............................................................. $18,961.00

This Proposal is valid if accepted by February 28, 2014 and assumes all design is complete prior to April 30, 2014. It is subject to the attached “Terms and Conditions of Agreement” dated January 15, 2013.

Additional services will be charged in accordance with the attached Consolidated Engineers, Inc.’s “Schedule of Fees” dated December 27, 2012.
SCHEDULE OF FEES
December 27, 2012

PROFESSIONAL FEES (per hour):

Principal Engineer ........................................................................................................ $143.00
Senior Engineer ........................................................................................................... $137.00
Senior Project Engineer ................................................................................................. $128.00
Project Engineer/Manager ......................................................................................... $125.00
Sr. Design Engineer .................................................................................................... $110.00
Design Engineer .......................................................................................................... $ 95.00
Sr. Construction Engineer .......................................................................................... $ 98.00
Construction Engineer ............................................................................................... $ 93.00
Resident Project Representative (RPR) ........................................................................ $ 85.00
Sr. Engineering Technician .......................................................................................... $ 85.00
Engineering Technician .............................................................................................. $ 75.00
Clerical ....................................................................................................................... $ 40.00

CHARGEABLE EXPENSES:

Travel Expenses: Mileage (per mile) ........................................................................... $ 0.75
Overnight Travel (meals & incidentals/per diem) ....................................................... $45.00
Lodging ....................................................................................................................... actual cost

Blackline Prints (24”x36”) ............................................................................................ $ 3.00

Drafting Plots: Mylar (each) ....................................................................................... $11.00
Vellum (each) ............................................................................................................. $  8.00
Bond (each) ............................................................................................................... $  4.00

Photocopies (each) .................................................................................................... $ 0.30

Special tests, services of sub-consultants, and equipment rental ............................ Cost + 15%
1.0 PROPOSAL VALIDITY, ACCEPTANCE

1.1 This offer of services (“Proposal”) by Consolidated Engineers, Inc. (“Engineer”) shall be open for acceptance by the addressee (“Client”) for a period of thirty (30) days from its date, unless otherwise expressly stated in the Proposal.

1.2 This Proposal is conditional on acceptance of all the terms and provisions herein without changes or qualification by Client.

2.0 AGREEMENT

2.1 The Agreement between Engineer and Client shall consist of the Proposal, these Terms and Conditions and any other attachment or exhibit as part of the Proposal, and shall constitute the sole and entire Agreement.

2.2 This Agreement shall not be assigned, nor modified or changed in any way, except with the prior written agreement of Engineer and Client.

2.3 The term of this Agreement shall be for so long as the duties in the Proposal specify. The obligations contained in paragraphs 12 & 13 of this Agreement shall survive termination of this Agreement for so long as the applicable statutes of limitations for claims have not run.

3.0 ENGINEER’S DUTIES AND STANDARD OF PERFORMANCE

3.1 Engineer shall perform the services described in the Proposal (“the Services”) with that degree of care, skill and diligence ordinarily exercised by professional engineering firms in the same locality for services and projects, and under circumstances, similar to that contemplated by this Agreement (“the Professional Standard”).

3.2 Engineer shall keep Client informed regarding the Services and the progress of the Services during the term of this Agreement.

3.3 Engineer shall adhere to the Professional Standard in recognizing and complying with all federal and local laws and regulations applicable to its performance of the Services.

3.4 Unless otherwise specified in the Proposal, the relationship of the parties is that of independent contractor. Engineer shall not have the right or the obligation of controlling the means or methods of work performed by Client, or Client’s contractors.

4.0 WARRANTY OF ENGINEER

4.1 Engineer warrants to Client that if the Services or any portion thereof materially fail in any significant way to conform to the Professional Standard, and Client so notifies Engineer in writing of such matter within two years of completion or termination of the Services, Engineer shall re-perform at no cost to Client any portion of the Services which is actually not in accordance with the Professional Standard.

4.2 This warranty and Client’s remedy stated in this Article are in lieu, and to the exclusion, of any and all other warranties (whether express or implied) and remedies. Client hereby acknowledges that all such other warranties are hereby expressly disclaimed by Engineer.

5.0 CLIENT’S INSTRUCTIONS AND APPROVALS

5.1 Engineer, in the performance of the Services, shall be subject to Client’s reasonable instructions and approvals. Engineer shall be entitled to rely upon the accuracy and completeness of all information and documents furnished by or through Client. Client shall indemnify and hold harmless Engineer for any damages or liability which results from an error or omission in such information and documents.

5.2 Client shall designate in writing an individual to act as its representative, with complete and exclusive authority to transmit instructions, receive information and interpret and define Client’s policies and decisions relating to the Services.

6.0 ADMINISTRATION AND COORDINATION

6.1 Responsibility and authority for general co-ordination of the Project shall reside in Engineer only to the extent specifically provided for in the Proposal, and Client retains responsibility to the extent not so specified. Unless otherwise stated in the Proposal, the Engineer’s services will not include supervision of contractors or responsibility for ensuring quality of construction.

6.2 Client shall give timely consideration to all sketches, drawings, specifications, estimates, proposals, contracts and other documents relating to the Project provided by Engineer, and whenever prompt action is necessary, inform Engineer of its decisions in such reasonable time as not to delay, disrupt or make more costly the Services.

6.3 Engineer shall not be responsible for the means, techniques, methods, sequences, procedures and use of equipment of any nature whatsoever, which are employed by the Contractor or Client’s consultants in the performance of their obligations to Client, nor for any incidental safety precautions and programs.

7.0 CLIENT RESPONSIBILITIES

7.1 Make available to Engineer all relevant information or data pertinent to the Project which is required by Engineer, or reasonably necessary for the planning and provision of the Services;

7.2 Engage consultants directly to perform special services (to the extent such services are not included in the Proposal) which are reasonably necessary or prudent to enable Engineer to carry out its duties and responsibilities, such as all geotechnical reports, environmental reports and assessments, accurate surveys of the site, site services reports, and appropriate investigatory and testing services;

7.3 Retain all legal, audit, insurance counseling and special inspection services as may be required or prudent for the Project, and

7.4 Provide to Engineer all documents and information in Clients possession or control related to the nature and conditions of the Project as would affect Engineer’s Services.

8.0 CERTIFICATION BY ENGINEER

Engineer shall issue certifications and perform certification and other internal monitoring and assurance functions only if and to the extent that such functions are specifically agreed and described as part of the Services in the Proposal. Engineer shall not be required to sign or issue any document that would result in or embody Engineers certification, warranty or representation of conditions or circumstances whose existence Engineer cannot reasonably or prudently ascertain.

9.0 ESTIMATES OF PROBABLE COST

Engineer’s estimates of probable cost of the Project work and of work schedule and other estimates provided shall be made on the basis of Engineer’s experience and qualifications and represent Engineer’s opinion, provided in accordance with the Professional Standard; however, such opinion is contingent upon factors over which Engineer has no control, including the cost and availability of labor, materials and services of others, remoteness and conditions of the Service, the Professional Standard; however, such opinion is contingent upon factors over which Engineer has no control, including the cost and availability of labor, materials and services of others, conditions of the Service, the Professional Standard, and Client undertakes to accept the cost and availability of labor, materials and services of others, conditions of the Service, the Professional Standard, and Client undertakes to accept the cost and availability of labor, materials and services of others, conditions of the Service, and the bidders’, suppliers and contractors’ methods of determining the prices and performing their obligations regarding the Project or Client. Engineer does not guarantee or warrant that proposals, bids or actual cost or schedule will not vary from Engineer’s opinion of probable costs, schedule or other estimates.

10.0 COMPENSATION TO ENGINEER

10.1 Client shall pay Engineer for:

(a) the Services (in respect of Engineer’s time charges and/ or fees); and

(b) disbursements and reimbursable expenses, including the cost of transportation, accommodation and subsistence for Engineer’s personnel, reproductions and related items, all in accordance with the payment terms set out in the Proposal.

10.2 Invoices shall be rendered monthly by Engineer and shall be due and payable by Client upon receipt. Any amounts unpaid after thirty (30) days from invoice date shall accrue interest until paid at one and one half percent (1.5%) per month.

10.3 If any item or part of an invoice is disputed by Client, Client shall not withhold payment of those items and portions of the Proposal, these Terms and Conditions and any other attachment or exhibit as part of the Proposal which are not disputed, and interest in accordance with 10.2, above, shall accrue on any such undisputed items or portions.

10.4 If Client fails to pay any invoice in full within thirty (30) days after invoice date, Engineer may elect to suspend and/or terminate performance of Services upon ten (10) days written notice.

10.5 The Client’s obligation to pay for Services is in no way dependent upon the Client’s ability to obtain financing, or upon
the client’s successful completion of the Project, or upon
satisfaction of the premises decisions.

10.5 Engineer shall be entitled to collect its attorneys fees and reasonable costs of collection if Client fails to pay sums due to Engineer hereunder as agreed. Time is of the essence.

10.6 Engineer shall have all rights granted by Title 29 of Wyoming Statutes or any other similar law.

11.0 INSURANCE

11.1 Client shall maintain during performance of the Services: (i) Workman’s Compensation Insurance and/or Employers Liability Insurance; (ii) Commercial General Liability Insurance, including Completed Operations and Broad Form Property Damage coverage to an aggregate limit of $1,000,000; (iii) Automobile Liability Insurance, and (iv) Excess Commercial General Liability Insurance, to a minimum coverage of $2,000,000 in excess of the insurance described in item (ii), above.

11.2 If Client wishes, because of its particular circumstances or otherwise, to obtain additional or special insurance coverage, it shall notify Engineer in writing and Engineer shall co-operate with Client to obtain such additional or special insurance coverage at Client’s expense.

12.0 LIABILITY OF ENGINEER

12.1 Client and Engineer have considered the allocation of any risks and potential liabilities that may arise relating to the Project and the performance of the Services and, in consideration of benefit and value received by each and their mutual representations hereunder, hereby allocate all such risks and liabilities in accordance with this Article 12.0.

12.2 THE TOTAL AND AGGREGATE LIABILITY OF ENGINEER TO ANY PERSON OR ENTITY CLAIMING THROUGH CLIENT FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE PROJECT OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY AND BREACH OF CONTRACT OR WARRANTY (EXCEPT OR IMPEDED), SHALL NOT EXCEED THE GREATER OF THE FOLLOWING:

(i) THE TOTAL AMOUNT RECEIVED BY ENGINEER PURSUANT TO ARTICLE 10.1(a); (ii) FIFTY THOUSAND DOLLARS ($50,000).

12.3 ENGINEER SHALL NOT BE LIABLE TO CLIENT FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THE PROJECT, THE SERVICES OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES, including but not limited to loss or damage caused by negligence, professional errors or omissions, strict liability, fundamental breach, breach of contract or warranty (express or implied), regardless of whether such loss or liability shall be claimed in contract, equity, tort or otherwise, and howsoever claimed, calculated or characterized.

13.0 INDEMNITY

13.1 Comparative Negligence. Subject to the limitations contained herein, Engineer shall indemnify and hold harmless Client for legal liability arising from any claim, loss or damages alleged by a third party only to the extent such claim, loss or damages arises out of or is caused solely by the failure of Engineer to adhere to the Professional Standard or the negligence of those for whom Engineer is responsible at law. Client shall indemnify and hold harmless Engineer from and against legal liability arising from any such claim, loss or damages to the extent that Client’s and all other parties’ negligence is involved in or has contributed to such claim, loss or damages.

13.2 Project Party Claims. Client shall defend, hold harmless and indemnify Engineer against and in respect of all claims and legal proceedings in respect of the Services or the Project asserted against Engineer by bidders, suppliers, contractors and others involved in the Project.

13.3 Client shall defend, indemnify and hold Engineer harmless from any claims arising out of the Environmental laws or regulations of the United States or State of Wyoming.

14.0 TERMINATION AND SUSPENSION

14.1 Client and Engineer shall each have the right to suspend or terminate the Services at any time prior to their completion by giving ten (10) calendar day written notice. If Client terminates the Services for its convenience, it shall pay to Engineer all amounts payable hereunder and the reasonable and actual costs and expenses incurred to terminate Engineer’s subcontractors’ contracts and to wind down the Services to the effective date of termination.

15.0 FORCE MAJEURE

Neither Party shall be in default of the performance of its obligations hereunder if such performance is prevented or delayed because of Force Majeure (being Acts of God, law, regulation, Court order, demand or failure to act or delay of any governmental authority, revolution, riot, civil commotion, native, environmental or other special interest or political pressure groups, malicious acts, theft, labor disputes, tornado, fire, explosion, floods, earthquake, contagious disease or risk of exposure to hazardous materials or toxic substances), or any other occurrence which was reasonably unforeseeable to and beyond the control of the party declaring force majeure.

16.0 OWNERSHIP AND USE OF DOCUMENTS

16.1 All reports, drawings, field data, calculations, estimates and other documents prepared by the Engineer, as instruments of Service, shall be utilized solely for the intended purposes and site described in the Proposal, and shall remain the sole property of the Engineer. Conditional upon and after performance of all, or its replacement pursuant to Article 10, Engineer shall transfer to Client ownership of copies of those drawings and specifications specifically related to the Services. The intellectual property shall remain the property of the Engineer subject to a license to Client to utilize the intellectual property for this specific project.

16.2 If the Services include the delivery to Client or others of any information, documentation, design or drawing in “CAD” or similar electronic media format, Engineers hard or original record copy of such file shall be the control or governing record of the data and contents in the file. Engineer makes no representations or warranties regarding the long term usability or compatibility of the commercial software or media upon which the file is recorded, delivered or stored.

17.0 BUILDING CODES AND LAWS AFFECTING THE WORK

Engineer shall adhere to the Professional Standard in its interpretation of building codes, laws and regulations as they apply to the Project and Services at the time of design. Client acknowledges that building codes, laws and regulations may change at any time, or their interpretation by any public authority or Court may differ from the interpretation of Engineer, and Client agrees that Engineer shall not be responsible for costs required or incurred to conform to such changes or differences in interpretation.

18.0 MISCELLANEOUS

18.1 Confidential Data: Neither Party shall divulge (except as may be required by law or professional ethics) nor use information, business secrets, data, inventions, designs and intellectual property (“Proprietary Data”) disclosed in writing and identified to such Party during the term of this Agreement or other as confidential without the other’s written approval, provided, however, that such Proprietary Data is not already in the public domain or has not been disclosed on a non-confidential basis to third persons by the Party asserting or seeking to enforce this provision.

18.2 Applicable Law: This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Wyoming. Venue shall be in the Sixth Judicial District, Campbell County, Wyoming.

18.3 Severability: Any provision (or part thereof) of this Agreement held to be void or unenforceable at law or in any proceeding shall be deemed to be stricken and the remainder of this Agreement shall continue to be valid and binding, and the parties agree that this Agreement shall not be deemed to have been rendered unenforceable or voidable or subject to being modified or altered.

18.4 Survival: All indemnification and limitation of liability provisions of this Agreement shall survive completion of the Services and the termination of this Agreement.

18.5 Superseding Other Agreements: This Agreement supersedes all conflicting Agreements and shall be the controlling Agreement between the parties.