

◇ August 24, 2018

Tim Volk  
Campbell County School District  
109 North Gurley Avenue  
Gillette, WY 82716

**Re: Paintbrush Elementary School - Drainage Improvements**

Dear Mr. Volk:

Thank you for considering KLJ to provide Civil Engineering services for the Paintbrush Elementary School - Drainage Improvements project. Below is a description of our scope and maximum fee not to exceed to perform the work based on our recent discussions and site visit.

Topographic Survey:

- Complete topographic survey of existing south extent of the building from the southwest corner to the southeast corner (~0.2 Acres), the mudroom entrances, stairway, retaining walls, and ramp area between the two levels, sidewalk, surfacing, fencing, various landscaping, irrigation, and any available located utilities. The landscaping will be limited near the southeast corner of the building, assuming that limited improvements will be carried through to Final Design concerning the security fencing of the Kindergarten area.
- ACAD Base Drawing Preparation  
**Survey Fee = \$1,900**

Preliminary Design:

- Field Visit & Review
- Additional pick up survey, if necessary
- Preliminary site layout including anticipated stairs, retaining walls, ramps or other potential components to accomplish the grade change between the two levels, drainage features, fencing, and landscape elements. This will also include conceptual fencing for security of the Kindergarten area for future reference.
- Stormwater Utility Research, Layout and Design. It is not anticipated to incorporate any existing downspouts, or any surface drainage other than the minor improvement of the southeast corner of the building at the lower elevation. This limited area currently drains along toward the stair and needs to be corrected to drain to the existing drainage easement and swale along the south extent of the



property. This does not anticipate review of the existing stormwater function of the drainage easement running along the south extent of the property line.

- Site demolition plan for typical existing site components. Additionally, the various fencing to be removed and replaced, as this may expand if the bids are reasonable.
- Typical Sections for Concrete Paving and Asphalt Overlay
- Grading plan of overall area to be improved, generally along the south extent of the building, improving drainage away from the building, including spot grading for critical areas including stairs, sidewalks, retaining walls, and any ADA ramps or other components
- Civil and Landscape Details including pavement markings for the student que divided by grade, designated walk ways, stairs, retaining walls, handicap ramps as necessary, plantings, irrigation components, storm drainage utility components, etc., as necessary
- Civil and Landscape Specifications based on City of Gillette 2017 Standard Construction Specifications
- Preliminary Design Review Meeting

#### Final Design:

- Final Design Development
- Final Design Meeting
- Final Plan Production for Bidding
- Construction Estimate of Probable Cost  
**Design Fee = \$6,500**

#### Bidding Assistance:

- Pre-Bid Meeting
- Distribution of Meeting Minutes and any Addenda
- Bid Opening
- Analysis of Bid Results with Engineers Recommendation  
**Bidding Fee = \$1,000**

#### Construction Administration:

- Weekly observation of construction activities as well as coordination with Contractor as needed (estimated an average 4 hours per week with four weeks of construction)
- Onsite Progress Meetings
- Construction Staking
- Pay Applications and Change Orders, if needed.

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TRUSTED ADVISOR



- As Built Construction Drawings  
Construction Administration Fee = \$6,500  
\*Note that this is an estimate and may need to be revisited once final plans are complete.

KLJ hourly rate includes mileage, survey equipment & supplies and printing costs. This contract would be time and materials not to exceed a maximum of the total fee of **\$15,900.**

Items to be requested from the School District include:

- Any as built information for site or building itself.
- Geotechnical Information from the site. If geotechnical information is not available, we would strongly recommend at least one boring location in the parking lot to ensure an adequate pavement section is installed as well as collecting soil properties for any retaining walls to be designed, if necessary. We have a MSA with STRATA in place to expedite this item if necessary.

Please give me a call at 307.682.9500 if you have any questions or concerns regarding this proposal. Thank you and we look forward to working with you on this project.

Sincerely,

KLJ

A handwritten signature in cursive script that reads "Adrienne Hahn".

Adrienne Hahn, PE  
Project Manager



## Miscellaneous Consultant Services Agreement

KLJ Project # 1817\_01556 Effective Date 8/27/2018

### Consultant Information

Name	<u>Campbell County School District</u>	Home #	<u>N/A</u>
Billing Address	<u>109 N. Gurley Avenue</u>	Cell #	<u>N/A</u>
City, State, Zip	<u>Gillette, WY 82716</u>	Business #	<u>307.682.2750</u>

Project Description Drainage improvements and associated improvements at Paintbrush Elementary along south side of school.

### Detailed Description of Consultant’s Services

See attached scope of services proposal letter dated August 24, 2018. This contract is for site survey, preliminary and final design as well as bidding and construction administration services.

### Project Location

Township	<u>N/A</u>	Range	<u>N/A</u>	Section	<u>N/A</u>
City of	<u>Gillette</u>	County	<u>Campbell</u>	State	<u>Wyoming</u>

Estimated Completion Date of Services Within 45 calendar days of contract execution and delivery to KLJ, preliminary design will be submitted.

### Estimated Fees for Services

\$9,400 for design services; \$6,500 for construction administration - max not to exceed

### Special Conditions to be considered

N/A

### Other Items

N/A

## TERMS AND CONDITIONS

- Payment for services is due and payable when billed. Any amount not paid within 30 days will be subject to a late payment charge of 1½% per month. If payment is based upon Hourly Rates plus Expenses and it will be an amount equal to KLJ’s Direct Labor Costs times a designated factor for labor, overhead and profit for the services of all KLJ’s personnel engaged on the Project, plus Reimbursable Expenses and KLJ’s Consultant charges times a factor.
- Payment for services does not include any agency review fees, submittal fees, filing fees, permit fees, or other such fees. Client will pay all such fees directly.
- To the fullest extent permitted by law, Client and KLJ (1) waive against each other, and the other’s employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that KLJ’s total liability to Client under this Agreement shall be limited to the total amount of compensation received by KLJ.
- KLJ agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys’ fees and defense

costs, to the extent caused by the KLJ's negligent performance of professional services under this Agreement and that of its consultants or anyone for whom KLJ is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the KLJ, its officers, directors, employees and consultants (collectively, KLJ) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or anyone for whom the Client is legally liable. Neither the Client nor the KLJ shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

- The project schedule is dependent upon Client and or agency reviews and comments being received in a timely manner. An initial schedule will be submitted when written notice to proceed is received from the Client. The schedule will be updated during the progression of the services as needed.
- If electronic files are provided to client, any use or reuse of original or altered digital files or data will be for the specific project or purpose intended. Client will, to the fullest extent permitted by law, indemnify and hold KLJ harmless from any and all claims, suits, liability, demands or costs arising from manipulation, use or reuse of digital files or data.
- The standard of care for all services performed or furnished by KLJ under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. KLJ makes no warranties, express or implied, under this Agreement or otherwise, in connection with KLJ's services.
- This Agreement is to be governed by the law of the state in which the Project is located.
- Affirmative Action: Engineer and Consultant shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

IN WITNESS WHEREOF, the parties hereto have executed this agreement and the Client hereby authorizes the above-described services to be performed by Kadrmas, Lee & Jackson, Inc. under the above terms and conditions set forth.

Client            CCSD #1  
 Date             \_\_\_\_\_

Signature            \_\_\_\_\_  
 Printed Name        \_\_\_\_\_  
 Title                    \_\_\_\_\_

Kadrmas, Lee & Jackson, Inc.  
 Date             \_\_\_\_\_

Signature            \_\_\_\_\_  
 Printed Name        \_\_\_\_\_  
 Title                    \_\_\_\_\_