

◇ September 13, 2018

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

**Re: Cottonwood Elementary School - Surfacing and Drainage Improvements
Civil Proposal**

Dear Mr. Volk:

Thank you for considering KLJ to provide civil engineering services for surfacing and drainage improvements to the east side of Cottonwood Elementary School. Below is a description of our scope and maximum fee to perform the work based on our recent discussions.

Topographic Survey:

- Complete topographic survey of east side of school such as adjacent building, curb & gutter, sidewalk, main entry structural slab, drainage features, stairs, retaining wall etc. (~0.5 Acres)
- ACAD Base Drawing Preparation
Survey Fee = \$2,300

Preliminary Design:

- Field Visit & Review
- As Built Drawing Research
- Site demolition plan for typical existing site components. Additionally, the various existing landscaping and vegetation areas to approve what is to be saved, stored for use by the District on this project or elsewhere, and what is to be disposed.
- Preliminary site layout including anticipated surfacing improvements, stair replacement, potential components to accomplish the grading correction for the east side of the building, drainage features, valley pans, and landscape and irrigation elements.
- Stormwater Utility Research, Layout and Design. The proposed surface drainage improvements include the minor area east of existing building at the lower elevation below the retaining wall. This limited area currently attempts to drain along existing valley pans generally north and east toward an existing area inlet. It is anticipated to incorporate a minor area along the east side of school where

surfacing is replaced to utilize high-volume sidewalk chases to convey the stormwater from downspouts along the east side of the building underneath the replacement surfacing.

- The upper elevation above the retaining wall is not currently anticipated for surface improvements, which generally drains east toward the Wright Boulevard right-of-way, where a high-volume sidewalk chase conveys the water into the curb and gutter system.
- This project does not anticipate a review of the existing stormwater function of the Wright Boulevard right-of-way or the current overall treatment of stormwater for the school property.
- Civil and Landscape Details including storm drainage utility components, surfacing, stairs, replacement landscaping and irrigation components as necessary.
- Civil Specifications based on School District Documents and 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 = \$5,500**

Bidding Assistance:

- Pre-Bid Meeting
 - Distribution of Meeting Minutes and any Addenda
 - Bid Opening
 - Analysis of Bid Results with Engineers Recommendation
- Bidding Fee = \$1,500**

Construction Administration:

- Onsite observation of construction activities as well as Contractor coordination as needed. Four (4) onsite visits were estimated for this project.
- Pay Applications and Change Orders, as needed.
- Onsite Progress Meetings, as needed.
- Construction Staking
- 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 and is included in the overall fee. Travel time is also already included in the overall fee.

Total KLJ Fee = \$15,800

Items to be requested from the School District include:

- As built drawings of building and or site, if available.
- Geotechnical Information from the site, if available.
- Any current information on the treatment of stormwater for the site approved by the Town of Wright.

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 blue ink that reads 'Adrienne Hahn'.

Adrienne Hahn, PE
Project Manager



Miscellaneous Consultant Services Agreement

KLJ Project # 1817_01554 Effective Date 9/17/2018

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 at Cottonwood Elementary along east side of school.

Detailed Description of Consultant's Services

See attached scope of services dated September 13, 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 Design services to be completed by November 30. Bidding and Construction Administration items to follow.

Estimated Fees for Services

\$9,300 for survey and 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 Rodney Senn
 Title Rapid City Office Manager