

October 17, 2018

Mr. Ray Arbach
Campbell County School District #1
109 N. Gurley Ave.
Gillette, WY 82716

RE: Agreement for Technology Design Services
Rawhide Elementary School CCSD #1
Gillette, WY
JLS #18.0012.00

Dear Ray:

Thank you for asking JLS Technology Consultants, LLC to submit an agreement for technology design services for Rawhide Elementary School in Gillette, Wyoming.

We understand the scope of work is as follows:

PLANNING/DESIGN PHASE SERVICES

1. Design of technology systems Including:
 - a. Data and Voice:
 - 1) TIA compliant premise structured cabling system to support data and voice.
 - 2) Telecommunication cross-connect room layout, including cabling and equipment racks, optical fiber, copper termination equipment, and cable management.
 - 3) New backbone cable to the following:
 - a) Multi-Pair Copper and Fiber Optic Cables from existing NID to New Telecommunications Room.
 - b. Security System:
 - 1) Access Control:
 - a) Data cables from New Telecommunications Room to School District designated locations.
 - (1) Cables to be terminated above ceiling and ran back to New Telecommunications Room.
 - b) No active equipment design.
 - 2) Video Surveillance

- a) Data cables from New Telecommunications Room to School District designated locations.
 - (1) Cables to be terminated above ceiling and ran back to New Telecommunications Room.
 - b) No active equipment design.
 - c. Paging System:
 - 1) Specify system as per School District provided standards.
 - a) System design to include new cabling, terminations, and active equipment.
 - 2) School District to designate locations.
 - d. Phone System:
 - 1) Specify system as per School District provided standards.
 - a) System design to include new cabling, terminations, and active equipment.
 - 2) School District to designate locations.
 - e. Fire Alarm:
 - 1) Secure a NICET Certified Designer as a Sub to design a Voice Evacuation sub system to be integrated into the existing Fire Alarm System.
 - 2) Head-End to be located in New Telecommunications Room.
 - 3) Design to be pre-approved by AHJ.
2. Prepare applicable technology specifications.
3. Prepare contract documents that are suitable for pricing and construction purposes.
4. Prepare an opinion of probable cost.
5. Project meetings:
 - a. Participate in project conference calls / web conferences as required.
 - b. Attend approximately five (5) coordination meetings at the Campbell County School District Offices.

BIDDING/NEGOTIATION PHASE SERVICES

1. Attend prebid meeting.
2. Respond to Contractor questions.
3. Prepare addenda information as required.

CONSTRUCTION PHASE SERVICES

1. Attend preconstruction meeting.
2. Construction administration related to JLS scope of work including:
 - a. Answer Contractor questions and Requests for Information (RFIs).
 - b. Prepare technical portions of Requests for Proposal (RFPs) for issue by others.
 - c. Review Contractor responses to RFPs and recommend change orders.

- d. Review portions of monthly fee applications and recommend full or partial payment.
3. Review shop drawing submittals for items requested in the contract documents.
4. Conduct two (2) job site observations during construction, plus one (1) final job site observation at the end of the construction period.

ASSUMPTIONS

1. Drawings of the existing architectural floor plans which accurately represent the existing conditions will be provided to JLS. Copies and/or scans of existing drawings will be considered reimbursable costs.
2. Documents prepared by the Designer will be prepared based upon reasonable assumptions derived from existing information provided by the Owner and from limited observation of accessible and visible existing conditions by the Designer without the benefit of extensive field measurements and investigation prohibited by expense and inconvenience to the Owner. It is understood and agreed that unforeseen conditions uncovered during the progress of the project may require changes in the project, resulting in additional cost and delay.
3. The School District will provide JLS a complete list of Owner-furnished equipment, along with utility connection locations, utility loads, heat dissipated to the space, disconnect requirement, start-stop controls, and other Contractor coordination issues, prior to 25% completion of construction documents. Information on occupancy, loading, and associated personal/office equipment for each space shall be provided to JLS prior to completion of the Design Development phase.
4. Occupancy separations, fire assemblies, and fire/smoke separations will be determined by the IBC and applicable codes. Penetrations through existing rated assemblies will be maintained.
5. Identification, testing, and/or removal of hazardous materials will be done or completed by others.
6. Site utility design beyond 5'-0" of the building perimeter, including domestic water, fire water service, storm water, storm water detention, natural gas, and sanitary sewer shall be the responsibility of others.
7. The School District's IT Department will provide JLS with a list of network components to be installed within the New Telecommunications Room.
8. School District will provide the locations for future card readers.
9. Intrusion Detection system design is not included within this proposal.
10. Active Equipment design for Access Control system and Video Surveillance system is not included within this proposal.
11. MASS Notification system design is not included within this proposal.
12. Digital Signage system design is not included within this proposal.
13. Master Clock system design is not included within this proposal.
14. Audio/Video system design is not included within this proposal.
15. Wireless system design is not included within this proposal.
16. Project components designed by others include:
 - a. Miscellaneous metals, such as overhead door frames, stairs, railings, roof hatches, and bollards.

- b. Finish floor elevations and exterior grades.
 - c. Floor slopes, recesses, finishes, and tolerances.
 - d. Fire proofing material and material finishes.
 - e. Building grid layout and dimensioning.
 - f. Roof slopes.
 - g. Masonry control joints, contraction joints, relief conditions, and ties.
 - h. Site paving and site structures, including retaining walls and exterior signage.
17. The project will be awarded as a single prime contract for construction. Phased design and/or issue of early documents are not required.

COMPENSATION

We propose to provide the services described above for a fixed fee as follows:

Technology Design Services	\$24,000.00
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ADDITIONAL SERVICES

JLS can include the following as additional services. Additional services will be performed on a time and material basis using JLS's Standard Hourly Rates in effect at the time the service is performed, or for a negotiated fee, and only after written approval.

1. Active network component design (e.g., servers, switches, routers) and other computer hardware.
2. Head-end television system design for local origination systems, including IF distribution, microwave, satellite, video-on-demand, and other on-site video origination.
3. Our security design services will implement the system as desired and directed by the Client. The determination of a security solution, through a security audit and/or threat analysis, is an additional service.
4. Detailed takeoff cost estimating or review of detailed cost estimates prepared by others.
5. Revising equipment layout and connections, and floor plan modifications, after technology drawings are complete.
6. Value engineering or negotiating construction cost/scope with Contractors and related document revisions after documents are complete.
7. Field testing, adjusting, balancing, or field time to assist installation Contractor. Initial startup is the responsibility of the various Contractors and/or Subcontractors.
8. Systems commissioning.
9. 3D/Building Information Modeling (BIM).
10. Preparing record documents from as-built markups or files provided by Contractors, or verifying the accuracy and completeness of same.

11. Telecommunications design to include Intrusion Detection system, Access Control system, Video Surveillance system, MASS Notification system, Digital Signage system, Master Clock system, Audio/Video system, and Wireless system.

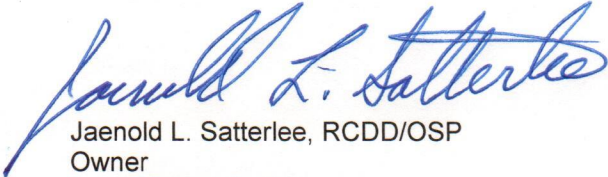
GENERAL

The attached Terms and Conditions, dated December 11, 2017, and Appendix A are made a part of this Agreement. This Agreement is valid for 45 days from the date of this offer.

We will begin our services following acceptance of this Agreement for Technology Systems Assessment Services. We look forward to working with you and your staff on this project and appreciate this opportunity to be of service. Acceptance may be conveyed via e-mail to the address listed below or by signing this offer and returning it to our office.

Sincerely,

JLS TECHNOLOGY CONSULTANTS, LLC



Jaenold L. Satterlee, RCDD/OSP
Owner
jaesat@jlstconsultants.com

JLS/jas

CAMPBELL COUNTY SCHOOL DISTRICT #1

Accepted:

Signature

Title

Date

TERMS AND CONDITIONS

Standard of Care: Services provided by JLS Technology Consultants, LLC, (hereinafter referred to as "the Designer") under this Agreement will be performed in a manner consistent with the human degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Additional Services: When additional services beyond the defined scope are requested, an amendment will be prepared by the Designer and approved by the Client prior to commencing work. Additional services shall be performed on a time and material basis or for a negotiated fee.

Compensation: Services provided by the Designer on a time and material basis shall be performed in accordance with the Designer's current fiscal year Standard Hourly Rate Schedule in effect at the time of performance. This schedule is updated yearly and is available upon request.

Billing/Payment: The Client agrees to pay the Designer for all services performed and all costs incurred. Invoices for the Designer's services shall be submitted either upon completion of such services or on a monthly basis. Invoices shall be due and payable within 15 days of invoice date. Client shall notify Designer of any objections to the invoice within five working days of receipt. Payment of any invoice indicates Client's acceptance of this Agreement and satisfaction with Designer's services. Payment of invoices is in no case subject to unilateral discounting, back-charges, or set-offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 120 days after the billing, the Designer may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification: The Designer and Client shall, to the fullest extent permitted by law, indemnify and hold harmless each other and their respective officers, directors, employees, agents and consultants from and against damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of this Agreement, excepting only those damages, liabilities or costs attributable to negligence or willful misconduct.

Certification, Guarantees and Warranties: The Designer shall not be required to execute any document that would result in the Designer certifying, guaranteeing or warranting the existence of any conditions.

Dispute Resolution: Any claims or disputes between the Client and the Designer arising out of the services to be provided by the Designer or out of this Agreement shall be submitted to non-binding mediation. The Client and the Designer agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method of dispute resolution among all parties. The laws of the State of Wyoming will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

Construction Means and Methods: The Designer shall not be responsible for, nor have control over or charge of, construction means, methods, sequences, techniques, or procedures, or for any health or safety precautions required by any regulatory agencies in connection with the project. Neither Client nor Designer shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, walkouts, accidents, Government acts, or other events beyond the control of the Client's or Designer's employees, agents, or consultants.

Construction Observation: When the Designer does not provide construction observation services, it is agreed that the professional services of the Designer do not extend to or include the review or site observation of the Contractor's work, performance, or pay request approval. During construction, the Client assumes the role of the Designer and will hold harmless the Designer for the Contractor's performance or the failure of the Contractor's work to conform to the design intent and the contract documents.

Adjustments, Changes or Additions: It is understood that adjustments, changes, or additions may be necessary during construction. A contingency fund will be maintained until construction is completed to pay for field changes, adjustments, or increased scope items. All change order amounts requested by Contractors constructing Designer-designed systems shall be submitted to the Designer for review prior to being approved by contract holder. The Designer will not approve amounts requested that are above a normal bid amount for the work involved. In no case will costs be assessed to the Designer at the discretion of the Contractor, the Client, or the Owner without prior agreement and approval of the Designer. Designer shall not be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Project Signs: Project signs displayed at the construction site shall include "JLS Technology Consultants" as a Designer. Articles for publication regarding this project shall acknowledge JLS as the technology Designer.

Ownership: All drawings, specifications, BIM and other work product of the Designer developed for this Project are instruments of service for this Project only. Reuse of any instruments of service of the Designer by the Client, or others acting for the Client, for extensions of the Project or for any other use without the written permission of the Designer shall be at the Client's risk. Client agrees to defend, indemnify and hold harmless the Designer for all claims, damages and expenses, including reasonable attorney's fees, arising out of such unauthorized reuse.

Electronic Files: The Client hereby grants permission for the Designer to use electronic background information produced by the Client in the completion of the project. The Client also grants permission to the Designer to release Designers' documents (including their backgrounds) electronically to Clients, Contractors, and Vendors as required in the execution of the project. Before release, the Designer will require an executed waiver of liability for the use of any electronic documents.

Employment: For the duration of this contract plus six (6) months from final payment received, neither the Designer nor Client will offer employment to any person who is or was employed by the other during the course of this contract.

Termination: The Client or Designer may, after giving seven (7) days written notice, terminate this agreement and the Designer shall be paid for services provided up to the termination notice date, including reimbursable expenses due plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributed to the termination.

Survivability: In the event any provisions of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

Limitation of Liability: It is agreed that the Designer's liability for this project for negligent acts, errors, or omissions, and all claims, losses, costs, damages, cost of defense, or expenses from any cause, including Client, Contractors, and Attorney fees, is limited to fees collected or \$1,000,000, whichever is greater.

Contract Exhibit: If attached to another contract or agreement, that agreement shall take precedence over all clauses listed in these Terms and Conditions. If that agreement is silent on or does not include a clause, this document shall take precedence.

Rev. 12/11/17

APPENDIX A – STANDARD HOURLY RATES

2017 STANDARD HOURLY RATES
(As of May 1, 2017)

Principal.....	\$120.00 / Hour
Senior Technology Designer.....	\$ 90.00 / Hour
Technology Designer.....	\$ 80.00 / Hour
Project Administration.....	\$ 90.00 / Hour
CAD Technician.....	\$ 75.00 / Hour
Clerical.....	\$ 50.00 / Hour