

Dennis Holmes
1-12-2022



Miscellaneous Professional Services Agreement

KLJ Project # 2114-01926 Effective Date 1/11/2022

Client Information

Name	<u>Campbell County School District #1</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>

Authorized By

Name	<u>Brandon Mehling</u>	Home #	<u>N/A</u>
Title	<u>Assistant Supervisor Buildings & Grounds</u>	Cell #	<u>307.257.1950</u>
		Business #	<u>307.682.2750</u>

Project Description Sage Valley Junior High School - Field Improvements

Detailed Description of Services

See attached proposal letter titled "Sage Valley Junior High School - Field Improvements - Design, Bidding and Construction Administration Services" dated January 11, 2022.

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>
Lot	<u>N/A</u>	Block	<u>N/A</u>	Addition	<u>N/A</u>

Estimated Completion Date of Services Within 30 calendar days of contract execution and delivery to KLJ.

Estimated Fees for Services \$11,500 Type Lump Sum

Special Conditions to be considered
N/A

Other Items

Additional services above and beyond those listed in the proposal letter will be invoiced at our standard rates prevailing at the time services are rendered. Hourly rates will be based on engineer's direct labor costs times a factor for services of Engineer's employees engaged on the project.

TERMS AND CONDITIONS

1. 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.

2. 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.
3. 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.
4. 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.
5. Neither Party shall be considered to be in default of this Agreement if delays in or failure of performance are due to forces beyond the reasonable control of the nonperforming Party, the effect of which the nonperforming Party could not avoid by the exercise of reasonable diligence. Such forces include, but are not limited to: fire, acts of God, flood, earthquake, storm, lightning, tornados, epidemic, war, riot, civil disturbance, sabotage, strike, work slowdown, or other labor disturbances, judicial restraint, action or inaction of any Government entity in either its sovereign or contractual capacity, quarantine restrictions, freight embargoes, delays in long lead time items and severe weather. Any changes to the terms of this agreement impacted by a Force Majeure event shall be documented in an Amendment to the Agreement.
6. 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.
7. Any files or data provided by KLJ to Client for use on the project are the intellectual property of KLJ. Client agrees that nothing in this Agreement allows Client to modify or reuse KLJ's intellectual property on any other project or for any other use or purpose without written permission from KLJ. Any such use, reuse or modification of KLJ's intellectual property will be at Consultant's sole risk and without liability or legal exposure to KLJ or its officers, directors, or employees. Client shall defend, indemnify and hold KLJ, its officers, directors and employees harmless from any and all damages, liabilities, claims, demands, and causes of action of every kind and character, including costs of litigation and reasonable attorneys' fees, arising out of or resulting from any use, reuse or modification of KLJ's intellectual property.
8. 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.
9. The parties to this Agreement agree to attempt to resolve any and all unsettled claims, counterclaims, disputes, and other matters in question arising out of or relating to this Agreement or the breach thereof ("Dispute") through direct negotiations between the appropriate representatives of each party. If, within 30 days, such negotiations are not fully successful the parties agree to submit any outstanding issue to nonbinding mediation conducted in accordance with rules and procedures agreed to by the parties. If the Dispute remains unresolved after the mediation, either party may seek to have the Dispute resolved by a court of competent jurisdiction in the county and state where the project is located. The non-prevailing party in any Dispute shall pay all reasonable expenses, including mediator fees, administrative fees, travel expenses, out-of-pocket expenses such as copying, court costs, witness fees and reasonable attorneys' fees.
10. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement without the prior written consent of the other party.

11. The parties hereto shall comply with applicable laws and regulations.
12. Any notice required to be given hereunder shall be given in writing and either hand-delivered, electronically mailed or mailed with proper postage, prepaid, certified, and return receipt requested. If hand-delivered or electronically mailed any notice shall be effective upon delivery. If mailed, such notice shall be effective on the third business day following mailing. Notices shall be to the attention of the Consultant Contact and KLJ Project Manager listed above.
13. The laws of the state in which the Project is located shall govern this Agreement including the interpretation, and construction thereof. The parties agree that the jurisdiction and venue for any controversy arising out of or relating to this Agreement shall be in the state or federal courts located in the county and state where the project is located.
14. Affirmative Action: KLJ 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.
15. This Agreement and all attachments hereto constitute the entire agreement of the parties and supersedes any and all prior negotiations or understandings, whether written or oral. No subsequent amendment or modification of this Agreement shall be binding on the parties unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement and the Client hereby authorizes the above-described services to be performed by KLJ Engineering LLC under the above terms and conditions set forth.

Client Campbell County School District #1

Date _____

Signature _____

Printed Name

Brandon Mehling

Title

Assistant Supervisor of Buildings & Grounds

KLJ Engineering LLC

Date _____

Signature _____

Printed Name

Mark Anderson

Title

Vice President, EPW



1900 West Warlow Drive, Suite B
Gillette, WY 82716
307 682 9500
KLJENG.COM

January 11, 2022

Brandon Mehling
Campbell County School District
109 North Gurley Avenue
Gillette, WY 82716

Re: Sage Valley Junior High School – Field Improvements – Design, Bidding and Construction Administration Services

Dear Mr. Mehling:

Thank you for considering KLJ to provide Engineering services for the Sage Valley Junior High School Field Improvements project. Following our recent existing conditions survey, below is a description of our scope and maximum fee not to exceed to perform the work based on our recent discussions.

Our understanding of the project needs and CCSD desired outcome are as follows:

- Repair low areas and regrade game field
- Strip and dispose of existing sod
- Install new sod – bid project with hydroseed alternate
- Coordinate irrigation repairs – raising/lowering heads and or irrigation box adjustments – with School District and Others.

Design:

- Provide Site Layout Plan with horizontal and vertical control.
- Grading Plan/Turf Plan
- Drainage Plan to address field drainage and existing ponding.
- Civil and Landscape Specifications based on City of Gillette 2020 Standard Construction Specifications and Special Provisions as needed.
- Design Review Meeting
- Final Plan Production for Bidding

Design Fee = \$4,500

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:

- Pre-Construction Meeting



- Onsite Progress Meetings
- Construction Staking
- Pay Applications and Change Orders, if needed.
- As Built Construction Drawings

Construction Administration Fee = \$6,000

KLJ hourly rate includes mileage, supplies and printing costs. This contract would be time and materials not to exceed a maximum of the total fee of **\$11,500**.

Items to be requested from the School District include:

- Any additional as built information
- Geotechnical Information from the site.

We sincerely appreciate your consideration and look forward for the opportunity to begin this project. We have the resources ready and available to meet the needs and deadlines of your project. If you have any questions, feel free to contact me at 307.682.9500.

Sincerely,

KLJ

A handwritten signature in blue ink, appearing to read 'Adrienne Hahn', written in a cursive style.

Adrienne Hahn, PE
Project Manager

Project #: 2114-01926