

SHORT FORM AGREEMENT

CLIENT: City of Gillette

PROJECT TITLE: Southern Industrial Addition Annexation

PROJECT LOCATION:

PROJECT DESCRIPTION / SCOPE OF SERVICES

- | | |
|---|--|
| <input type="checkbox"/> Boundary Survey | <input type="checkbox"/> Engineering Analysis Design |
| <input type="checkbox"/> Improvement Survey | <input type="checkbox"/> Construction Management |
| <input type="checkbox"/> Foundation Certificate | <input type="checkbox"/> Construction Observation |
| <input type="checkbox"/> Construction Staking | <input type="checkbox"/> Materials Testing |
| <input type="checkbox"/> Subdivision | <input type="checkbox"/> Site Plan |
| <input type="checkbox"/> Laboratory Testing | <input type="checkbox"/> Soils Investigation |
| <input checked="" type="checkbox"/> Other / Description: Annexation Boundary and Plat | |

FEES:

- ☐ Lump Sum Fixed Fee:
- ☒ Time and Expenses in accordance with Fee proposal dated July 1, 2014 and attached.
- ☐ Maximum Fee of: \$_____

All services to be provided in accordance with the "Terms and Conditions of Agreement" as detailed on the back of this proposal.

EXECUTION:

- ☐ Confirmation of Verbal Agreement made _____.
- ☒ Formal Acceptance (work will commence after acceptance)
- ☐ Project Number

CLIENT:

PCA ENGINEERING, INC.

Signature

Signature

Name

David L. Vliem

Name

Title

Survey Manager

Title

Date

July 3, 2014

Date

QUALITY

INTEGRITY

SERVICE

TERMS AND CONDITIONS OF AGREEMENT

TERMS OF PAYMENT

In the absence of specific arrangements to the contrary, PCA Engineering, Inc. (PCA) will invoice the Client on a monthly basis. Such invoices are due and payable upon receipt. Any invoice not paid within 30 days of invoice date will be subject to a late fee of two percent (2%) per month from date of invoice until paid. The Client's obligation to pay for the work contracted is in no way dependent upon the Client's ability to obtain financing or upon Client's successful completion of the project. In addition, if payment is not received after thirty (30) days from date of invoice, or in the event of anticipating breach by Client, PCA may institute proceedings to file a lien upon the real estate which is subject of the project, pursuant to Wyoming Statutes, or may pursue other legal remedies available pursuant to law. In the event of default of payment by Client, and in the event PCA incurs expenses in the collection of the account from Client, Client shall reimburse PCA for those expenses including reasonable attorney's fees.

ACCESS

Client shall arrange for access to enter upon public and private property as required by PCA in order to provide the scope of services.

SAFETY

PCA shall not be held responsible for general safety of the Project site or for the work of other contractors or third parties.

OVERTIME

Overtime hours will be computed at 1.50 times the applicable rates. Overtime is defined as any hours over eight (8) per normal workday, or on weekends or holidays, or hours before 8:00 a.m. and after 5:00 p.m., which could not be performed at another time due to circumstances beyond the control of PCA.

MISCELLANEOUS

If the Client is a partnership or corporation, the individual or individuals executing this agreement on behalf of the Client, warrant that they are duly authorized agents of the Client and are empowered to so act.

If this is a Confirmation of Verbal Agreement and is not received back by PCA within five (5) working days, then it shall be considered a duly executed and confirmed contract.

This agreement is to be governed by the laws of the State of Wyoming.

Any and all liability, claim for damages, cost of defense or expense to be levied against PCA will be limited to a sum not to exceed the total amount of PCA's fee on account of injury or damage to persons or property, design defect, error, omission or professional negligence.

In the event the Client makes a claim against PCA, at law or otherwise for any alleged error, omission or other act arising out of the performance of professional services, and the Client fails to prove such claim, then the Client shall pay all costs, including attorney's fees incurred by PCA in defending itself against the claim.

Client shall pay all late fees, interest charges and collection costs.

July 1, 2014

Dustin Hamilton, P.E.
Development Services Director
City of Gillette
P.O. Box 3003
Gillette, Wyoming 82717

RE: City of Gillette – Southern Industrial Addition Annexation

Dear Dustin:

On behalf of PCA Engineering, Inc. (PCA) we are pleased to submit the following proposal to provide you with surveying and platting on the Southern Industrial Addition Annexation. PCA has been involved in previous projects in the area, acquiring knowledge and data specific to this project area.

The scope of services has been prepared based on the map provided by the City of Gillette and our research.

A. SCOPE OF SERVICES

Based on our current knowledge of the project, PCA will provide the following services:

- Boundary and Ownership Research
- Boundary Survey
- Boundary Analysis and Resolution
- Plat Preparation
- Zoning Exhibits & Legal's
- Adjacent Landowners List
- Attend required meetings

B. SCHEDULE

PCA's schedule allows us to begin work on the project within 1 week of issuance of a Notice to Proceed. Upon execution of a Professional Services Agreement PCA will commence with our services.

QUALITY

INTEGRITY

SERVICE

C. COMPENSATION

We understand that we are in an environment where services are more and more being considered based solely on fee, however we feel we have provided you with an accurate fee estimate given the known scope. This fee estimate reflects minimal or no foreseeable change orders. PCA will provide you the above listed services on a time and materials basis for the estimated amount of \$24,500.00.

We are excited to work with you on this project. I believe our experienced and qualified staff utilizing state of the art equipment will help to make the project successful.

Please call me at your earliest convenience with any questions you may have regarding this proposal at 307.687.0600 or vliemd@pcaengsur.com.

Sincerely,

PCA Engineering, Inc.

David L. Vliem, PLS

DV/cs