

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of **November 5, 2019** ("Effective Date") between **City of Gillette, Wyoming** ("Owner") and Kadrmas, Lee & Jackson, Inc., 4585 Coleman Street, Bismarck, ND 58503 ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Design and Bidding Services for Accessible Playground, Splash Park & Pump House/Restroom ("Project").

Engineer's Services under this Agreement are identified as follows:

1. Refer to attached Exhibit A – Engineer's Scope of Services - dated October 25, 2019, ECSC Accessible Playground, Splash Park & Pump House/Restroom Facility Design & Bidding Services

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period: March 30, 2019
- C. ~~If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding _____ months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.~~

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day.

In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer 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. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the laws and of the state in which the Project is located, without reference to the conflict of laws principles thereof. Each Party hereby irrevocably (1) submits to the exclusive jurisdiction of the state and federal courts located in the state in which the Project is located, in respect of any actions or proceedings relating in any way to this Agreement, and agrees not to commence any proceeding relating thereto except in such courts; and (2) waives any objection to the venue of any proceeding relating to this Agreement in the state and federal courts located in the state in which the Project is located, including the objection that any such proceeding has been brought in an inconvenient forum.

- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- H. In the event of a dispute arising out of or relating to the Agreement or the services to be rendered hereunder, both parties agree to attempt in good faith to resolve such disputes through direct negotiations between the appropriate representatives of each party during the 30 days after a party receives notice of a dispute from the other party. In the event Owner and Engineer cannot settle the dispute, the parties agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement, or the breach thereof ("Disputes") to mediation by a mediation service agreed to by both parties. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then either party may seek to have the Dispute resolved by a state or federal court of competent jurisdiction located in the state in which the Project is located.
- I. The Owner and Engineer each agree to assume its own liability for claims of any nature including all costs, expenses and reasonable attorney's fees, which may in any manner result from or arise out

of this agreement. Neither the Owner nor the Engineer shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

- J. To the fullest extent permitted by law, Owner and Engineer (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 Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- K. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment — Direct Labor Costs Times Factor, Plus Reimbursables*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
 - 1. An amount equal to Engineer's Direct Labor Costs times a factor for services of Engineer's employees engaged on the Project, plus reimbursable expenses, and Engineer's consultants' charges, if any.
 - 2. The total compensation for services and reimbursable expenses is estimated to be \$192,500.00.

7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

8.01 *Designated Representative*

With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or

furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents. Each Party may change its designated individual(s) at any time by written notice to the other Party.

8.02 Affirmative Action

Owner and Engineer 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.

Attachments: Exhibit A – Engineer’s Scope of Services - dated October 25, 2019, ECSC Accessible Playground, Splash Park & Pump House/Restroom Facility Design & Bidding Services

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By: _____

Print

Name: Louise Carter-King

Title: Mayor

Date Signed: _____

Attest: _____

(City Clerk)

Address for giving notices:

City of Gillette Attn: Nick Marty

201 East 5th Street

Gillette, WY 82716

nickm@gillettewy.gov

ENGINEER: Kadrmas, Lee & Jackson, Inc.,

By: _____

Print

Name: Mark Anderson

Title: Vice President, Environment & Public Works

Date Signed: _____

Firm's Certificate Number: ES-0605

State of: Wyoming

Address for giving notices:

Kadrmas, Lee & Jackson, Inc. Attn: Adrienne Hahn

1900 West Warlow Drive, Suite B

Gillette, WY 82716

Adrienne.hahn@kljeng.com

This is **Appendix 1**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated November 5, 2019.

Standard Hourly Rates Schedule

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

B. Schedule:

Estimated Hourly Rates for services performed on or after the date of the Agreement are:

Engineer IV	\$ <u>155</u> /hour
Engineer III	<u>135</u> /hour
Engineer II	<u>115</u> /hour
Engineer I	<u>100</u> /hour
Engineering Tech I	<u>80</u> /hour
Landscape Architect IV	<u>155</u> /hour
Landscape Architect III	<u>145</u> /hour
Landscape Architect I	<u>95</u> /hour
Surveyor IV	<u>160</u> /hour
Surveyor III	<u>135</u> /hour
Surveyor II	<u>115</u> /hour
Surveyor I	<u>95</u> /hour
CADD Tech III	<u>105</u> /hour
CADD Tech II	<u>85</u> /hour
CADD Tech I	<u>75</u> /hour
Admin	<u>65</u> /hour

ENERGY CAPITAL SPORTS COMPLEX - ACCESSIBLE PLAYGROUND, SPLASH PARK & PUMP HOUSE/ RESTROOM
FACILITY DESIGN & BIDDING SERVICES
CITY OF GILLETTE 20EN12
GILLETTE, WY

KLJ
OCTOBER 25, 2019

I. DESCRIPTION

The ECSC Playground and Splash Park is an advancement of a conceptual design effort completed by KLJ on October 8, 2019 and as shown on the attached Exhibit B. In general, the project consists of the development of the following items:

- A playground area comprised of a 2-5 year play area and a 5-12 year play area. Components have been selected by City of Gillette Staff and include equipment from GameTime and Landscape Structures, Inc. to be included on the playground. The playground areas should be designed to be expandable in future phases of work.
- A splash park comprised of a variety of at grade spray components. The splash park should be designed to be expandable in the future.
- A restroom/pumphouse building with opportunity for concessions area and storage within.
- Opportunities for shade for users of the playground and splash park.
- Sidewalks and pedestrian connections from proposed features to existing walkways, fields, parking lots and other facilities at the complex.
- Water distribution to restroom/pumphouse building, splash park, irrigation system and provisions for future expansion areas.
- Sewer distribution for the restroom building and splash park mechanical room as well as future developments within the complex.
- Site grading and drainage for the project site area.
- Landscaping and other site amenities to provide a comfortable and aesthetically pleasing environment to relax or recreate in.
- Building and site elements should be designed/selected with overall durability, maintenance and lifetime cost to the City of Gillette shall be considered.
- City of Gillette 2017 Design Standards and Standard Construction Specifications will be referenced throughout the design services.

II. SERVICES TO BE PERFORMED

PROJECT MANAGEMENT

KLJ will provide project management for its scope of work listed in the tasks below in the manner described below.

Project Management addresses and allocates resources on a wide range of activities from conception to completion of a project, including: defining project goals and objectives; specifying tasks and resources; and creating budgets and timelines. The project manager handles all day to day activities and coordination for all actions throughout the duration of the project.

The project manager also ensures quality control procedures are on-going throughout the project.

The project manager also delegates all activities to the project team and coordinates the progress and completion of these activities. In addition, if any item arises during the duration of the project that is outside this scope of work, the project manager will address it with the City of Gillette. Ultimately, the project manager is accountable for delivering successful components for the project.

SURVEY SERVICES (Not Included)

KLJ will base design on a previously prepared survey supplied to the Design Team by the City of Gillette.

PRELIMINARY DESIGN (50%)

A. Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Conceptual Plan, and include sustainable features, as appropriate, pursuant to Owner's instructions.
3. Visit the Site as needed to prepare the Preliminary Design documents.
4. Advise Owner if additional reports, data, information, or services are necessary and assist Owner in obtaining such reports, data, information, or services. Coordinate as necessary with various playground and splash park suppliers/manufacturers.
5. Based on the information contained in the Preliminary Design documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
6. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
7. Perform or provide the following other Preliminary Design tasks or deliverables:

a. Description of Bid Schedules:

The design will be broken up into three (3) separate Bid Schedules as follows:

- 1) Bid Schedule 1: Overall Site and Playground Development.
- 2) Bid Schedule 2: Splash Park and Mechanical for Splash Park.
- 3) Bid Schedule 3: Restroom/Pumphouse Building.
- 4) Add Alternate 1: Supply and Construct Park Shelter (Each)

- b. Prepare Preliminary Plans to a 50% design level for review by Owner. The Preliminary Plans will include, at minimum, the following plan sheets:
 - 1) Existing Conditions Plan
 - 2) Erosion Control Plan
 - 3) Site Layout and Materials Plan(s)
 - 4) Site Grading and Drainage Plan(s)
 - 5) Site Utilities Plan(s)
 - 6) Site Electrical Plan(s)
 - 7) Site Construction Details
 - 8) Draft Technical Specifications
 - 9) Landscape Planting Plan
 - 10) Seeding/Sodding Plan(s)
 - 11) Landscape Details, including park site furnishings, shelters, and coordination with Owner's planner for playground equipment provisions / design.
 - 12) Irrigation Plan(s) and Details
 - 13) Building Plan(s)
 - a) Building Floor Plan
 - b) Building Elevations
 - c) Building Structural Plan(s)
 - d) Building Details
 - 14) Preliminary Opinion of Probable Construction Cost to Evaluate Owners Budget of the Work
 - c. Preliminary Design Review Meeting: Facilitate a meeting with Owner and their Project Steering Committee to present Preliminary Design Plans and Opinion of Cost.
8. Furnish five (5) review copies of the Preliminary Design documents, Opinion of Probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner when complete, and review them with Owner. Within 7 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
9. Incorporate Owner's comments on the Preliminary Design documents, opinion of probable Construction Cost, and any other Preliminary Design Phase into the design as appropriate. Identify comments which may not be able to be incorporated into the Final Design Documents and review them with Owner to determine the most appropriate direction based on the overall project objectives.
- B. Engineer's services under the Preliminary Design will be considered complete on the date when Engineer has delivered to Owner the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

FINAL DESIGN & SPECIFICATIONS

- A. After acceptance by Owner of the Preliminary Design documents, revised opinion of probable Construction Cost as determined in the Preliminary Design, and any other Preliminary Design Phase deliverables, and upon written authorization from Owner, Engineer shall:
- 1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 - 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
4. Update Opinion of Probable Costs and advise Owner of any recommended adjustments.
5. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
6. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
7. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
8. Perform or provide the following other Final Design tasks or deliverables:
 - a. Construction Documents and other related deliverables for the purpose of Obtaining Competitive Bids for the Project
 - 1) Existing Conditions Plan
 - 2) Erosion Control Plan
 - 3) Site Layout and Materials Plan(s)
 - 4) Site Grading and Drainage Plan(s)
 - 5) Site Utilities Plan(s)
 - 6) Site Electrical Plan(s)
 - 7) Site Construction Details
 - 8) Front End Documents and Technical Specifications
 - 9) Landscape Planting Plan
 - 10) Seeding/Sodding Plan(s)
 - 11) Landscape Details
 - 12) Irrigation Plan(s) and Details
 - 13) Building Plan(s)
 - a) Building Code Review Notes, Schedules, Etc.
 - b) Building Floor Plan(s)
 - c) Building Elevations
 - d) Building Interior Elevation(s), as needed.
 - e) Building Sections, as needed.
 - f) Building Structural Plan(s), Detail(s), Schedules
 - g) Building Electrical Plan(s), Details, Schedules
 - h) Building Mechanical Plan(s), Details, Schedules
 - i) Building Details
 - b. Assemble Plans and Deliverables from the above list of documents to submit to the City of Gillette for Site Plan Review and Approval of a building permit (permit(s) to be obtained by the successful bidder / contractor of the project).
9. Furnish for review by Owner, its legal counsel, and other advisors, five (5) copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft

bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables when complete and review them with Owner. Within 7 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

10. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit two (2) final copies of such documents to Owner within 7 days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

BIDDING SERVICES

KLJ will provide services for the tasks identified below in coordination with the City of Gillette.

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences.
 2. Facilitate a Pre-Bid Meeting with Prospective Bidders to review the project requirements and gather questions about the bidding documents.
 3. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 4. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 5. Consult with Owner as to the qualifications of prospective contractors.
 6. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 7. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that

such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work.

8. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 9. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 10. Participate in a pre-construction conference prior to commencement of Work at the Site.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

III. KLJ'S LIMITATIONS

This Scope of Work is limited to the description of services contained herein. If required, additional services not specified in the Scope of Work would be considered extra work and fees would be negotiated at a later date.

IV. DELIVERABLES PROVIDED BY KLJ

1. Project Schedule
2. Monthly Progress Reports
3. Meeting Minutes
4. 50% plans, specifications and construction cost estimate
5. 90% plans, specifications and construction cost estimate
6. Final plans, specifications and construction cost estimate
7. Bid Tabulation and Recommendation

V. PROJECT SCHEDULE

A detailed project schedule will be provided in the form of a Gantt chart. Selected milestones are as follows:

Consultant Notice to Proceed	November 5, 2019
50% Design Submittal	December 6, 2019
50% Design Review Meeting	December 13, 2019
90% Design Submittal	January 10, 2020
90% Design Review Meeting	January 17, 2020
Final Design Submittal	January 30, 2020
Begin Advertisement for Bids	January 31, 2020
Bid Opening	February 18, 2020

VI. KLJ ESTIMATED DISTRIBUTION OF COMPENSATION

Project Management, Coordination & Design Review Meetings - \$25,000
 Preliminary Design Phase - \$80,000
 Final Design Phase - \$73,500
 Bidding & Advertising Services - \$14,000

Total Compensation for Design & Bidding Services is \$192,500.