

January 11, 2022

Brandon Mehling
Assistant Supervisor of Buildings and Grounds
Phil Lewis
Furniture and Grounds Lead
Campbell County School District
109 N. Gurley Ave.
Gillette, WY 82716

Dennis Holmes
1-12-2022

**RE: Proposal for Engineering Services
Sage Valley Junior High School and Paintbrush Elementary School
Irrigation System Design**

I am pleased to present this Scope of Engineering Services for irrigation system design and construction observation services. This proposal is based upon my meeting with Phil Lewis and Sean Mathes in November 2021 and follow up phone conversations and email with Phil and Brandon. This proposal assumes the design of a new irrigation system for Sage Valley Junior High School and Paintbrush Elementary. The design will be prepared to allow phased construction of the new system over 3 years.

I have prepared the following detailed scope of work. I have included a preliminary schedule for the completion of this project. I can expedite the completion of the Phase 1 bid package if I focus on completing the phase 1 design package, and then finish the complete system design (for phase 2, and 3, etc.) after the project goes to bid. This could move up the completion date of the system by a month or so. Please review and let me know if you would like any revisions or clarifications.

I look forward to working with you. I appreciate the opportunity to propose on this project.

Sincerely,

Wayne E. Eckas

Wayne E. Eckas, P.E.

I. SCOPE OF SERVICES

We propose to provide the following irrigation engineering services:

TASK 1.0: Irrigation System Design

Task 1.1: Irrigation System Design Development

1. Start Up Meeting/Review Site: Meet in Gillette with CCSD staff familiar with the existing irrigation systems at Sage Valley Junior High and Paint Brush Elementary.
2. General design parameters, design schedule, bidding requirements and timeline, preliminary construction phasing plan, irrigation equipment and material preferences, and other general issues related to the design will be discussed.
3. Obtain site plans, utility plans, grading plans, etc. for each school site from CCSD.
4. Visit each site to review the existing irrigation systems. The following will be reviewed at each location:
 - a. Existing POC. Meter, backflow, and other components will be reviewed and documented.
 - b. Existing controllers. The location and size of existing controllers will be reviewed and documented.
 - c. Field Review of existing systems to As-Built information provided by CCSD. General accuracy of the existing system to the as-built drawings will be reviewed in the field, pending weather conditions and snow cover. In particular, the location of valve boxes will be reviewed and noted to verify the routing of the existing mainline pipe.
 - d. Field review and documentation of existing retaining walls and grade changes around Sage Valley Junior High.
5. Prepare a design approach memorandum documenting the preferred design approach, equipment preferences, phasing plan, and updated opinion of probable cost.
6. Prepare schematic design plan of the irrigation system showing the limits of each construction phase, limits of irrigation, mainline pipe routing, controller locations, irrigation point of connections, etc.

Task 1.2: Irrigation System Design Drawings

1. Review design approach memorandum and schematic design with CCSD staff. Incorporate comments and/or modifications into final design.
2. Prepare irrigation system plans for both school sites. Irrigation system layout drawings will include sprinkler layout, lateral pipe routing and sizing, valve locations, mainline routing and sizing, controller locations and stations.
3. Prepare supplemental irrigation specifications as needed to supplement the City of Gillette Standard Specifications.
4. Develop special irrigation installation details and modifications to standard City of Gillette irrigation system installation details.
5. Prepare an opinion of probable construction cost based on the final Irrigation System design drawings and details.
6. Schedule and attend review meeting after 50% and 95% design submittal. One review

meeting will be conducted remotely (via Zoom or equal), and one review meeting will be conducted in Gillette. Collect additional field data as needed to complete design if applicable at the review meeting to be conducted in Gillette. 50% design submittal will include sprinkler layout, mainline routing, controller location, and preliminary installation details.

Task 1.3: Phase 1 Irrigation System Construction Documents

1. Prepare demolition plans of the existing irrigation system as needed to keep the existing irrigation system operational until completion of future phases of construction. Some minor modifications to the existing system may be required to keep it operational until completion of all phases of construction.
2. Incorporate 95% submittal review comments into the Phase 1 construction documents.
3. Prepare complete set of construction documents for phase 1. Construction documents will include irrigation plans, legend, notes, installation details, supplemental irrigation system specification, and CCSD division 0 and division 1 specifications as required. It is assumed that standard documents are available from CCSD.
4. Submittals - Submit plans, specifications, and installation details for Client review at 100% complete.
5. Bidding Assistance – Attend Pre-Bid Meeting remotely (via Zoom or equivalent) and prepare contractor clarifications.

TASK 2.0: Construction Observation

Task 2.1: Phase 1 Construction Observation

Review contractor submittals for general conformance with plans and specifications

- Attend Pre-Construction Meeting
- Weekly conference call with CCSD and Contractor
- Answer questions and provide clarifications during construction as needed.
- Review contractor submittals for general conformance with plans and specifications.
- Review contractor pay requests, change orders, clarifications, and answer RFI's as needed.
- Make two site visits during construction.
- Conduct Substantial Completion Walkthrough and Operation Test.

Field reports will be written and distributed after each site visit. A punch list will be prepared after the Substantial Completion Walkthrough and Operation Test.

TASK 2.2: Phase 1 As-built Drawing Preparation

Prepare as-built drawings in AutoCAD format based on contractor redlines. Plans will be provided to the CCSD electronically as dwg files and pdf files.

TASK 2.3: Phase 1 Controller Programming Charts

Controller charts will be developed for each controller based upon the as-built drawings. The controller charts will calculate each remote-control valve run time based upon the precipitation rate of each lateral, and the plant material to be irrigated. The controller chart for each controller will be developed using Microsoft Excel. Electronic xls files will be provided to the District.

II. ASSUMPTIONS AND EXCLUSIONS FOR SCOPE OF WORK

The following assumptions were used in the development of this proposal and fee estimate.

- Georeferenced aerial photos provided by the City of Gillette GIS department will be used for base map data. The City of Gillette GIS department will also provide cad files of utilities located within their ROW.
- City of Gillette standard landscape irrigation system installation details will be used as for this project.
- City of Gillette standards will be referenced for the irrigation system specifications, removal and replacement of sidewalks or pavement, and horizontal directional drilling for the installation of pipelines under Lakeway Road.
- A bid submittal template in Word format is available for use to complete the bid package for this project. Template to include general bidding requirements, insurance requirements, construction contract, construction forms, general conditions, liquidated damages, etc.

The following services are not included:

- Formal submission of a "pricing" package or partially completed documents.
- Site visits or coordination meetings other than those specified.
- Electrical engineering, "one-line", or panel board schedules for irrigation controllers or booster pumps.
- Redesign for changes in design after the drawings have been either partially or completely prepared because of site changes, concept changes, etc.

Because changes in base information and/or landscape design can significantly affect sprinkler layout and in turn pipe layout and hydraulics, any such changes will necessitate our charging additional fees, as detailed in the Agreement. Therefore, the fees quoted presume the availability of completed base information and completed landscape design before irrigation design begins.

III. SCHEDULE

Master Plan and Phase 1 Design Schedule

Start Up Meeting: Week of January 17 or 24, 2022

Master Plan Drawings and Memorandum Due: Week of February 7, 2022

50% Phase 1 Design Drawings Due: Week of February 21, 2022

95% Phase 1 Design Drawings Due: Week of March 7

100 % Phase 1 Design Drawings for Bid: Week of March 14

Phase 1 Design Drawings Advertised for Bid: Week of March 21

Phase 1 Bids Received by CCSD: Week of April 11, 2022

Phase 1 Bid Awarded: Week of April 18, 2022

Phase 1 Preconstruction Meeting: Week of April 25, 2022

Phase 1 Site Visits During Construction: 2 site visits to be scheduled in May and June 2022

Phase 1 Substantial Completion walk-thru: Week of June 13, 2022

Phase 1 Final Completion: July 1, 2022

Design Completion Schedule for Future Phases

Future Phases 50% Design Drawings Due: Week of April 18, 2022

50% Review Meeting: Week of April 25, 2022

Future Phases 95% design drawings due: May 23, 2022

95% Review Conference Call: Week of May 30, 2022

100% Design Documents Complete: Week of June 20, 2022

IV FEES

We propose the following fees for the scope-of-work defined above:

Task 1.0: Irrigation System Design	
Task 1.1: Irrigation System Design Development	\$6,000
Task 1.2: Irrigation System Construction Documents	\$18,300
Task 1.3. Phase 1 Irrigation System Construction Document Package.....	\$4,200
Task 2.0: Phase 1 Irrigation System Construction Services	
Task 2.1: Irrigation System Construction Observation	\$10,800
Task 2.2: Irrigation System As-built drawing development.....	\$2,400
Task 2.3: Irrigation System Controller Charts.....	\$800
TOTAL LABOR FEE (Excluding Expenses)	\$42,500
Estimated Expenses (Mileage, Hotel, Meals, etc.)	\$2,500
Total Labor Fee and Estimated Expenses	\$45,000

Note: If additional copies, expedited mail or increased meetings are necessary, additional fees invoiced on a unit cost basis. Mileage will be charged at the current IRS allowable rate, currently at \$0.55/mile.

Signed: Wayne E. Eckas

Date: 1-11-2022

TERMS AND CONDITIONS

Wayne E. Eckas, P.E.

Wayne E. Eckas, P.E. and Client agree as follows:

1. **SERVICES:** Wayne E. Eckas, P.E. will perform the professional services defined in Scope of Work.
2. **COMPENSATION:** Client will compensate Wayne E. Eckas, P.E. as detailed in Scope of Work.
3. **BILLING:** Wayne E. Eckas, P.E.'s normal billing period ends at the close of each month, or at the completion of each work phase. Payment is due and payable within 30 days of invoice date. Past due amounts will accrue interest in the amount of 3% per month until payment is made, plus any attorneys' fees.
4. **CONFORMANCE TO AGREEMENTS WITH HIGHER ENTITY(S):** Wayne E. Eckas, P.E. will not be subject to the terms of any agreements related to the project issued by any higher entity(s) unless it has copies of such agreements to examine. Such copies shall be full and true copies of said agreements, except that fee information may be excluded. This includes Client's immediate agreement with its client in addition to any other agreements at higher levels, i.e. agreement with Owner.
5. **PURCHASE ORDERS:** Issuance of a purchase order in response to this proposed letter agreement shall constitute acceptance of these Terms and Conditions whether or not these Terms and Conditions are specifically referenced on the purchase order.
6. **CHANGES:** A reasonable amount of coordination is anticipated for the work and is included in the fees quoted. If the scope-of-work changes through concerns of the Client or base information changes are made which impact the original scope-of-work, the additional work or coordination will be charged on an hourly basis per Wayne E. Eckas, P.E.'s hourly rate schedule in effect at the time of the changes. If the Client directs Wayne E. Eckas, P.E. to coordinate its work with other entity(s), the Client shall pay Wayne E. Eckas, P.E. for any work beyond our original scope of work necessitated by errors or changes made by the other entity(s).
7. **TERMINATION OR SUSPENSION OF WORK:** If the scope-of-work delineated is abandoned or suspended in whole or in part, Wayne E. Eckas, P.E. is to be paid for services performed on such work prior to receipt of written notice to cease work, together with any termination expense resulting from cessation of work.
8. **CONSTRUCTION OBSERVATION:** Wayne E. Eckas, P.E. considers construction observation an important service, and encourages clients will be included as part of the project scope of work construction observation in the scope-of-work. Wayne E. Eckas, P.E. will visit the site as requested by Client to observe Contractor's work and to determine, in general, if the work is proceeding in accordance with the contract documents. Wayne E. Eckas, P.E. will not be responsible for and will not have control or charge of construction means, methods, techniques,

sequences or procedures, equipment or product failures, or for safety precautions and programs in connection with the work. Wayne E. Eckas, P.E. will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the work. Wayne E. Eckas, P.E. will be indemnified and held harmless in the event that construction does not conform to the construction documents, or the construction documents are misinterpreted.

9. **INDEMNIFICATION:** Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Wayne E. Eckas, P.E. against all damages, liabilities or costs including reasonable attorney's fees and defense costs, to the extent caused by the Client's negligent performance of professional services under this agreement and that of its sub-consultants or anyone for whom the Client is legally liable. Wayne E. Eckas, P.E. agrees, to the fullest extent permitted by law, to indemnify and hold harmless, the Client against all damages, liabilities or costs including reasonable attorney's fees and defense costs, to the extent caused by Wayne E. Eckas, P.E.'s negligent performance of services under this agreement and anyone for whom Wayne E. Eckas, P.E. is legally liable.
10. **LIMITATION OF LIABILITY:** To the fullest extent permitted by law, Wayne E. Eckas, P.E.'s total liability to Client, Owner and any third parties for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the contract amount. Such causes include but are not limited to Wayne E. Eckas, P.E.'s negligent acts, errors, and omissions.
11. **CONSEQUENTIAL DAMAGES:** Wayne E. Eckas, P.E. and the Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of the Agreement.
12. **OWNERSHIP OF DOCUMENTS:** Client acknowledges that any construction documents prepared for this specific project will not be reused for other projects. Client agrees to hold harmless and indemnify Wayne E. Eckas, P.E. against all damages, claims, and losses including defense costs, arising out of reuse of any part of the construction documents without the written authorization of Wayne E. Eckas, P.E.
13. **ELECTRONIC DATA FILES:** Any electronic data files furnished by Wayne E. Eckas, P.E. to the Client or any other entity involved with the project are provided only for the convenience of said user and only for its sole use. Client recognizes that the files may not be adequate or appropriate for user's needs. In the case of any defects in the files or any discrepancies between the files and the hardcopy of the construction documents approved by Wayne E. Eckas, P.E. shall govern. Wayne E. Eckas, P.E. assumes no responsibility for the accuracy or completeness of the files. Wayne E. Eckas, P.E. is to be indemnified and held harmless from any and all claims, damages, losses, costs, and expenses, including attorneys' fees and court costs arising out of or resulting from Client's use, reuse, or use by others, regardless of whether such claims, damages, losses, costs and expenses are caused in whole or in part by Wayne E. Eckas, P.E..
14. **OPINION OF PROBABLE COSTS:** Since Wayne E. Eckas, P.E. has no control over the cost of water, energy, labor, materials, or equipment, or over Contractor's method of determining prices, or over competitive bidding or market conditions, the opinions of probable cost that may be provided for herein are made on the basis of experience. These opinions represent the

judgment of a design professional familiar with the construction industry. However, Wayne E. Eckas, P.E. cannot, and does not, guarantee that proposals, bids, construction cost, water cost or pumping cost will not vary from opinions of probable cost prepared as a part of the work.

15. **DISPUTES:** Any claim or dispute arising out of this Agreement shall be subject to mediation prior to arbitration or legal proceedings by either party. Disputes not solved by mediation may be subject to arbitration, where both parties agree to the arbitration. In the event that a dispute is not resolved by mediation or arbitration and results in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time, court costs, attorneys' fees, and other claim related expense.

AGREED TO AND ACCEPTED:

Signed: _____

Signed: _____

Name: _____

Name: Wayne E. Eckas

Company: _____

Company: Wayne E. Eckas, P.E.

Title: _____

Title: _____

Date: _____

Date: _____