

ENGINEERING DESIGN AND CONSULTING SERVICES AGREEMENT
between
LARAMIE COUNTY, WYOMING and MKK CONSULTING ENGINEERS, INC.

This Engineering Design and Consulting Services Agreement (Agreement) is made and entered into between Laramie County, Wyoming, 310 W. 19th Street, Cheyenne, Wyoming, 82001 ("COUNTY"), and MKK Consulting Engineers, Inc., 500 West 18th St., Suite 200, Cheyenne, WY 82001-4368 ("CONTRACTOR").

I. PURPOSE

The purpose of this Agreement is to provide for engineering design and consulting services for upgrades and modifications to the mechanical and electrical systems and supporting building components at the Laramie County Detention Center, as set forth in greater detail in the attached "Laramie County Detention Center RCx Systems Modifications, MKK Project Number 2017-02.0003" document, dated February 1, 2018 (hereinafter "Construction Scope") (18 pages), which is incorporated by reference here ("Attachment A").

II. TERM

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties, and shall remain in force until completion of the project or until terminated pursuant to the provisions of this Agreement.

III. PURPOSE

The purpose of this agreement and addendum is to vacate and replace the "Engineering Design and Consulting Services" agreement between Laramie County Wyoming and MKK Consulting Engineers Inc. executed by Laramie County about April 4, 2017 denoted as Laramie County Contract # 17-0404-11.

The intent of the parties is to continue the relationship between Contractor and County during the construction phase of the Laramie County Detention Center remodeling project which will now include the upgrades and modifications to mechanical and electrical systems in the Detention Center subject to the aforementioned contract 17-0404-11.

The Parties recognize that the amount of funds allocated and allowed for Contractor's work under both its previous agreement as referenced above, and this agreement remains fixed. Work under this agreement, shall be performed by Contractor for the consideration of the amounts remaining from the original contract budget amount in the aforementioned agreement.

IV. MODIFICATIONS

A. The provision in Attachment A on page 13, entitled "Corporate Protection" shall be stricken and of no further force and effect.

B. The following language of the first paragraph in the section titled "Invoice:" on page 14 of Attachment 'A' is omitted and of no further force and effect: "Client agrees to pay all reasonable costs and expenses, including attorneys' fees, incurred by Engineer in the course of collecting any amounts due under this Agreement, plus interest at the annual rate of twelve percent, compounded monthly."

Further, the following language of the fourth paragraph in the section titled "Invoice:" on page 14 of Attachment 'A' is omitted and of no further force and effect: "Regardless of any dispute regarding payment, engineer has the right to cease work on the project and the client shall waive any claim against engineer for cessation of services and shall defend and indemnify the engineer from and against any claims for injury or loss stemming from engineer's cessation, if the client fails to make payment upon invoice presentation."

C. The provision in Attachment A on page 14 and 15, entitled "Limitation on Liability" shall be stricken and of no further force and effect.

D. The provision in Attachment A on page 15 and 16, entitled "Mediation" shall be stricken and of no further force and effect.

E. The provision in Attachment A on page 16, entitled "Consequential Damages" shall be stricken and of no further force and effect.

F. The provision in attachment a on page 17, entitled expenses, in particular, subsection (c) guarding expenses of insurance, is stricken and of no further force and effect.

G. The provision in Attachment A on page 18, titled "Period of Service" shall be modified with the addition of the following language at the end of the existing paragraph: "All provisions in this section entitled "Period of Service" shall be rendered null and void in the event that delay or suspension of the project results from any action, or failure to take action, negligence or fault on the part of the Engineer.

V. PAYMENT

COUNTY shall pay CONTRACTOR for services provided under this agreement and addendum in an amount not to exceed \$ 320,000.00, from which amount will be deducted any payments made under the previous Agreement, the aforementioned Laramie County contract 17-0404-11. Payment will be made upon receipt of the CONTRACTOR'S invoice to the COUNTY, or submission of other documentation certifying completion of the services. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

VI. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall, provide services and work as described in Attachment 'A' for mechanical infrastructure and modifications at the Laramie County Detention Center.

B. CONTRACTOR agrees to retain all required records for three (3) years after the County makes final payment and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by COUNTY or any of its duly authorized representatives to any books, documents, papers and records of CONTRACTOR which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions. It is agreed that finished or unfinished documents, data or reports, prepared by CONTRACTOR under this contract shall be considered the property of COUNTY and upon completion of the services to be performed, or upon termination of this Agreement for cause, or for the convenience of COUNTY, will be turned over to the COUNTY.

VII. GENERAL PROVISIONS

A. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.

B. Acceptance Not Waiver: COUNTY approval of the reports, and work or materials furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical accuracy of the work. COUNTY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

D. Entire Agreement: This Agreement (5 pages), Exhibit 2: "Insurance Requirements" (3 pages), and Attachment A (13 pages) represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.

E. Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

F. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

G. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.

H. Applicable Law and Venue: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

I. Contingencies: CONTRACTOR certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

J. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

K. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

L. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/ Sovereign Immunity, as provided by any applicable law including Wyo. Stat. § 1-39-101 *et seq.*, by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

M. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry insurance sufficient to cover its obligations under this provision, in accord with the requirements listed in Attachment 'B' of this Agreement and provide COUNTY with proof of such insurance.

N. Insurance: Contractor shall obtain all insurance required in the attached Exhibit 2: "Insurance Requirements" and shall file certificates of such insurance satisfactory to the County and approved by the County.

O. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.

P. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

Q. Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

R. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

S. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

T. Agreement Controls: Where a conflict exists or arises between any provision or condition of this Agreement and any provisions of Attachment A, the provisions and conditions set forth in this Agreement shall control.

U. Compliance with Law: CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

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between
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Signature page

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Buck Holmes, Chairman, Laramie County Commissioners

ATTEST:

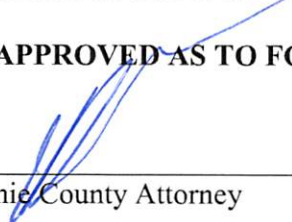
By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: MKK CONSULTING ENGINEERS, INC.

By:  _____ Date 2/12/2018
Name: Joe Vigil
Title: Client Project Manager

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date 2/13/18
Mark Voss, Laramie County Attorney

Attachment 'B'
Insurance Requirements

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and Code 9 (non-owned autos), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of Wyoming with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *(Not required if Contractor provides written verification it has no employees)*

4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate. *(If applicable – see footnote next page)*

If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees and volunteers are to be covered as additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an

endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 if a later edition is used.

Primary Coverage

For any claims related to this contract, the **Contractor's insurance coverage shall be primary** insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that **coverage shall not be cancelled, except with notice of County.**

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract work.***
3. If coverage is cancelled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to the contract effective date,*** the Contractor must purchase "extended reporting" coverage for a minimum of ***five (5) years after completion of work.***

Verification of Coverage

Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Acceptance of the insurance by the County shall not relieve, limit, or decrease the liability of the Contractor. The Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The County does not represent that the insurance requirements are sufficient to protect the Contractor's interest or provide adequate coverage.



February 1, 2018

Ben Hornok
Owner's Representative / Construction Manager
Laramie County
309 W 20th Street
Cheyenne, WY 82001

Re: Laramie County Detention Center RCx Systems Modifications
MKK Project Number: 2017.02.0003

Dear Ben:

Thank you for allowing us to continue with the construction documents phase of the project referenced above. We are pleased to provide you with an Engineering Services contract amendment for the Mechanical and Electrical work involved for the remainder of the project.

A. The project is described as follows:

In accordance with the original contract agreement signed 4/7/2017, MKK has prepared schematic design documents for the eight recommended projects (RP-1 thru RP-8) listed within the agreement and one additional requested project (RP-9) for the Laramie County Detention Center HVAC modifications. An opinion of probable cost was developed for the nine schematic design projects with an estimated HVAC related project cost of approximately \$7 million dollars. Due to a \$5.5 million dollar total construction budget limitation, Laramie County and the Sheriff's Department have selected individual projects that are to be included in the development of Construction Documents for the final project. In some instances the scope of work for the individual projects has also been reduced. The proposed schedule for the remainder of the project is:

Procure General Contractor	2/7/18 – 2/27/18
95% Construction Drawings Due	2/27/18
95% Construction Drawings Workshop	2/28/18
Contractor Budget Estimate	2/28/18 – 3/28/18
100% Construction Drawings Due	3/14/18
Bidding and Approval	3/15/18 – 4/25/18
Contractor Mobilization	5/11/18 – 5/24/18
Construction	5/25/18 – 11/22/18

B. The following work is included:

1. Design and Consulting Project Phases:
 - a. Schematic Design (completed)
 - b. Construction Documents Phase
 - c. Bidding Phase
 - d. Construction Administration Phase
 - e. Post Construction Phase

2. Design and Consulting Services:

a. The following Design and Consulting Services are included in this contract:

GENERAL: The scope will include the engineering design of the mechanical and electrical systems for the project. The specific design scope as it relates to the various divisions of work is detailed below.

RP-1 Central Control System and AHU-1

- Remove the entire C-29 VAV air handling unit including evaporative cooling system from main mechanical room. Replace with a new roof top VAV air handling unit with new variable flow heating/cooling systems. Ductwork from the new unit is proposed to be routed and reconnected to existing ductwork thru an existing chase above the mechanical room.
- Existing pneumatic controls system will remain. All new equipment will be provided with DDC controls and be tied into the existing control system in the mechanical room. The removal, disconnection and/or abandonment of all existing pneumatic controls and replacement with new DDC system head-end and components are not included and are proposed for a future project.
- Existing fan powered VAV Boxes and all cooling only VAV Boxes located throughout the facility will remain.
- Existing fire/smoke dampers will remain.
- Existing baseboard heating valves will remain.

RP-2 Existing Cell Pods Multizone Units

- The proposed scope for this recommended project has been removed from the overall project in its entirety.

RP-3 Replace existing Kitchen HVAC Unit and Kitchen Hood Make-up Air Unit

- Remove existing C-16a Kitchen HVAC and C-16b Kitchen Hood Make-up Air units in their entirety. Replace with new air handling units with variable flow heating/cooling systems. The new Kitchen HVAC unit and Make-up Air unit will be located in the existing mechanical room. Ductwork from the HVAC and Make-up Air units will be modified as required to reconnect to existing kitchen ductwork.
- Roof mounted Kitchen Hood Exhaust Fan and Controls will remain.

RP-4 Boiler System Replacement

- Remove two existing dual fuel boiler/burners from the main mechanical room. Replace with four new dual fuel boiler/burners to provide a "N+1" redundancy

in existing mechanical room (due to space limitations in existing mechanical room quantity and capacity of new boilers may change during design). New boilers will include capacity for the new proposed addition. Piping from the new boilers will be routed and reconnected to piping in the existing mechanical room and new roof top equipment thru an existing chase.

- Remove and replace the existing main primary heating water pumps with a three pump variable flow pumping system to provide a "N+1" redundancy.
- Remove and replace the 2001 addition primary heating water pumps and combine flows with main variable flow pumping system.
- Remove the 2001 addition plate heat exchanger, glycol feeder, secondary main heating water pumps and controls. Provide new heating water system accessories, piping and controls to provide a complete combined system.

RP-5 Chilled Water System Replacement

- Remove the existing roof mounted air-cooled chiller, chilled water pumps, equipment, accessories, piping and controls. Replace with new variable flow chilled water system including a new multiple multi-stage air-cooled chiller with additional capacity for the new proposed addition and Kitchen unit(s).
- Provide with new primary chilled water pumping system to provide a "N+1" redundancy.
- Chilled water piping throughout the building will be modified to add chilled water cooling and controls to all HVAC systems.
- Stub-outs will be provided for the addition of a future chiller and associated piping to add chilled water cooling to other HVAC systems currently on separate independent chiller systems.

RP-6 Variable Flow Systems

- Remove all secondary heating coils, heating system and cooling system pumps for all HVAC systems in RP-1 thru RP-5 above.
- Modify existing main heating and chilled water piping systems as required for new flow rates.

RP-7 2001 Addition HVAC System

- The proposed scope for this requested project has been removed from the overall project in its entirety.

RP-8 2001 Floors 2 – 5 Showers

- The proposed scope for this requested project has been removed from the overall project in its entirety.

RP-9 Basement Firing Range System Modifications

- The proposed scope for this requested project has been removed from the overall project in its entirety.

The scope of work indicated for the selected projects was done so with the intent to maintain the overall final construction budget below the \$5.5 million dollar limit and within the design fees listed in paragraphs C. – Conditions of Service & D. - Payments of this amendment. Design options or alternates for items not included within the listed scope of work are not included in this amendment. If requested, these items will require additional service design fees or billed at our current hourly rate.

The scope will include required coordination of our design with all other project team members. The scope will also include responses to questions and comments from the Owner during design. It will also include required coordination with the Authorities Having Jurisdiction (AHJ) to expedite the compliance of our design documents. Although generally focused on scope within the building, it should be noted that the design limitations are expected to be 5'-0" outside the building with the following exceptions: mechanical components located outside the building (temporary boiler if needed), natural gas for exterior mounted devices.

Attendance at design meetings (meetings with a specific owner/architect/consultant coordination agenda) shall be limited to the quantities listed below.

During CD 12 meetings

It is expected that visits to the client's existing buildings will be required and shall be provided as needed to allow for an understanding of the existing building operations. Our visits are intended to verify the general arrangement and conditions of the MEP systems and should not be construed as a detailed system survey.

Drawing Platform:

The submittal of the drawings shall be completed using AutoCAD 2016. Submittal using Revit or another similar Building Information Modeling (BIM) software platform is not included in this contract scope and will require additional services.

SUBMITTAL DOCUMENTS: At the end of the design period the following documents will be submitted:

- ☒ Stamped and signed construction drawings
- ☐ Electronic drawings in AutoCAD format
- ☐ Electronic Building Information Model (BIM) in Revit format
- ☒ Stamped and signed written book specifications in CSI 2004 format
- ☐ Stamped and signed written on drawing specifications in CSCI 2004 short format



- ☒ Signed mechanical and plumbing COMcheck for IECC
- ☐ Signed electrical COMcheck for IECC
- ☐ Calculations for owner review including:
- ☒ Detailed cost estimate for Division(s) 21, 22, 23, 26, 28
- ☐ Conditions Assessment report
- ☐ Written peer review comments

NOTE: **Only** items checked are included as part of the scope of this engineering proposal.

FIRE SUPPRESSION (DIV. 21): The fire suppression design scope of work shall be completed using a performance based specification with final hydraulic calculations and approved stamped drawings showing fire suppression system layout being provided by the selected specialty fire suppression contractor. The performance based specification will include the following specific scope items:

- ☐ Consult with Authority Having Jurisdiction (Fire Marshal)
- ☐ Consult with the Owner's Insurance Carrier
- ☐ Determine scope for fire protection system
- ☐ Establish fire protection system design criteria
- ☐ Fire water entry station
- ☐ Fire department connection(s)
- ☐ Fire suppression system; wet pipe sprinklers
- ☐ Fire suppression system, dry pipe sprinklers
- ☐ Fire suppression system; pre-action sprinklers
- ☐ Fire suppression system; chemical clean agent
- ☐ Sprinkler head layout (all areas)
- ☐ Sprinkler riser(s)
- ☐ Standpipe riser(s) and connections
- ☐ Fire pump (electric or diesel) and test headers
- ☐ Onsite fire water storage
- ☐ Site utility plan including fire hydrant layout, water main piping
- ☒ Replace, retrofit and/or upgrade existing fire suppression systems related to HVAC modifications.

NOTE: **Only** items checked are included as part of the scope of this engineering proposal.

PLUMBING (DIV. 22): The plumbing design scope of work shall include the following:

- ☐ Domestic water entry station
- ☐ Domestic water supply piping and specialties
- ☐ Domestic hot water heaters and recirculation systems

- ☐ Domestic water booster pumps
- ☐ Plumbing fixtures and equipment
- ☐ Emergency plumbing fixtures and equipment
- ☐ Plumbing connections for kitchen equipment provided by others
- ☐ Sanitary waste/vent piping and specialties
- ☐ Storm drainage (roof and overflow) piping and specialties
- ☐ Sanitary waste interceptor
- ☐ Storm drainage sump and pumps
- ☐ Under slab foundation drainage system
- ☐ Sanitary waste sump and ejector pumps
- ☐ Purified water system
- ☐ Shop compressed air piping and specialties
- ☐ Process compressed air/vacuum piping and specialties
- ☒ Replace, retrofit and/or upgrade existing plumbing systems related to HVAC modifications

NOTE: **Only** items checked are included as part of the scope of this engineering proposal.

MECHANICAL (DIV. 23): The mechanical design scope of work shall include the following:

- ☒ Air handling system (supply, exhaust, return and ventilation air systems)
- ☒ Central cooling system, including pumping and piping system
- ☒ Central heating system, including pumping and piping system
- ☐ Design of energy recovery systems
- ☐ Design humidity control systems (humidification and/or dehumidification)
- ☒ Kitchen make up air system; exhaust hood and exhaust duct/fan to remain
- ☐ Vehicle exhaust and make up air system
- ☐ Methane or Radon gas exhaust system
- ☐ Design of engineered smoke control systems based on authority having jurisdiction prescriptive requirements or rational smoke control analysis provided by a 3rd party.
- ☐ Dust collection systems (ducting from unit to building exterior; equipment by others)
- ☐ Design of refrigeration piping systems
- ☐ Design of process piping systems
- ☐ Design of data center mechanical systems
- ☐ Design of a low rack density dedicated MDF/IDF room(s) mechanical system in an N+0 configuration.
- ☒ Temperature control system sequences and specifications for control of HVAC systems
- ☒ Temperature control system design diagrams
- ☐ Natural gas (low pressure piping for kitchen)
- ☒ Natural gas (high/low pressure piping for equipment: boilers, air handlers, roof top units, generators)
- ☒ Fuel storage and distribution system for boilers

- ☐ Hydronic or electric in-slab snowmelt system
- ☒ Site hot water utility distribution system
- ☒ Site chilled water utility distribution system
- ☒ Calculation of heating, ventilating, and air conditioning cooling/heating loads and system balancing
- ☒ Calculation of outside air requirements in accordance with ASHRAE 62.1/IMC
- ☐ Calculation of refrigerant machinery room ventilation in accordance with IMC
- ☐ Review of duct-borne sound concerns and application of acoustical treatments to control duct-borne noise
- ☐ Review of mechanical equipment sound concerns and application of acoustical treatments to control breakout noise from mechanical equipment spaces
- ☐ Review of outdoor HVAC equipment sound concerns and application of acoustical treatments to control noise from outdoor HVAC equipment
- ☒ Replace, retrofit and/or upgrade existing mechanical systems

NOTE: **Only** items checked are included as part of the scope of this engineering proposal.

ELECTRICAL (DIV. 26) - POWER: The power systems design scope of work shall include the following:

- ☐ Primary (medium voltage) electrical distribution system
- ☒ Secondary electrical distribution system related to HVAC modifications
- ☒ Layouts of general purpose and specific purpose electrical outlets related to HVAC modifications
- ☒ Electrical connections for HVAC equipment related to HVAC modifications to motors and equipment
- ☐ Electrical connections for building fire pump
- ☐ Electrical connections as required for Owner furnished equipment
- ☐ Electrical connections for Architect's specified equipment such as overhead doors, elevators, motorized door openers, etc.
- ☐ Electrical connections for kitchen equipment provided by others
- ☐ Layout of code required emergency exit and egress lighting using unit equipment with integral battery backup
- ☐ Design of data center electrical systems
- ☐ Design of a dedicated MDF room and dedicated IDF room(s) electrical power systems.
- ☐ Uninterruptible power systems
- ☐ Specification and layout of an on-site standby power generator and associated distribution for exit lighting, egress lighting, and other emergency loads as defined by NEC article 700
- ☐ Co-generation system (generator, PV, wind) and synchronization with electric utility
- ☐ Hazardous location wiring
- ☐ Special grounding systems

- ☐ Roof/Ice gutter downspout snow melting systems
- ☐ Power quality analysis and report
- ☐ Building lightning protection system scope specification
- ☒ Replace, retrofit and/or upgrade existing electrical systems related to HVAC modifications

NOTE: **Only** items checked are included as part of the scope of this engineering proposal.

ELECTRICAL (DIV. 26) - LIGHTING: The lighting design scope of work shall include the following:

- ☐ Interior lighting equipment selection, layout, controls, and wiring, including code required exit lighting
- ☐ Exterior building mounted lighting at entrances and exits for safety and security
- ☐ Interior specialty and accent lighting equipment selection, layout, controls, and wiring
- ☐ Decorative landscape and decorative exterior lighting selection, layout, controls, and wiring
- ☐ Building floodlighting selection, layout, controls, and wiring
- ☐ Plotted illumination calculations/site photometrics for municipal plan review
- ☐ Provide AGI32 light renderings
- ☐ Power for lighting system with lighting design, controls, code compliance and specifications provided by others
- ☒ Replace, retrofit and/or upgrade existing lighting systems related to HVAC modifications

NOTE: **Only** items checked are included as part of the scope of this engineering proposal.

ELECTRONIC SAFETY AND SECURITY (DIV. 28) – FIRE ALARM: The fire alarm design scope of work shall be completed using a performance based specification with final calculations and approved stamped drawings being provided by the selected specialty fire alarm contractor. The performance based specification will include the following specific scope items:

- ☐ Determine scope for fire alarm system
- ☐ Establish fire alarm system design criteria
- ☐ Fire alarm panel location(s)
- ☐ Fire alarm annunciation device layout
- ☐ Fire alarm detection device layout
- ☐ Distributed air sampling system layout
- ☐ Fire alarm control design of engineered smoke control systems
- ☒ Replace, retrofit and/or upgrade existing fire alarm systems related to HVAC modifications.

NOTE: **Only** items checked are included as part of the scope of this engineering proposal.

CONSTRUCTION ADMINISTRATION: The construction administration scope shall include submittal reviews and approvals, responses to RFIs, site observations and punch list walks (quantity as noted below). The quantities of meetings and site observations shown have been split and will alternate to provide a weekly presence during the listed construction period.

Construction Administration Meetings (Owner/Architect/Contractor, Commissioning, Other):

Mechanical	9 Meetings – In Person
Electrical	3 Meetings – In Person

Site Observations:

Mechanical	9 Visits
Electrical	3 Visits

Punch List Walks:

Mechanical	1 Visit for Punch List & 1 Visit for Follow-up
Electrical	1 Visit for Punch List & 1 Visit for Follow-up

We understand that other normal visits to the job site during the course of construction to review the construction progress will be performed by the Client and our services will not be required. When additional services are needed they would be billed at our current hourly rate.

The construction administration scope will also include the review of the operation and maintenance manuals.

POST CONSTRUCTION: The post construction scope shall include post occupancy walk through (quantity as noted below).

Post Occupancy Walk Through at 11 Months:

Mechanical	1 Visits
Electrical	1 Visits

The post construction scope will also include the review and completion of contractor created record drawings. The contractor shall provide their markups including presentation of addenda, change orders and as-builts to original drawings. The creation of an as-built building information model (BIM) to the AIA G202-2013 LOD Level 500 is not included in this contract scope.

- b. The following Design and consulting Services are available, however not included in this contract.
- 1) Construction meetings or construction observations beyond those identified above.
 - 2) Use of mechanical, electrical, fire protection and fire alarm devices for creation of Architectural RCP drawings within a Building Information Model.
 - 3) Addition of Phases beyond those identified above, i.e.: SD, DD, GMP, CD, CA or PC.
 - 4) Creation of an AIA G202-2013 LOD 400 level "fabrication model" which include but are not limited to specific dimensioned locations of systems, system hangars, submitted/exact equipment details, final coordinated component location/routing.
 - 5) Preparation of phased construction documents.
 - 6) Preparation of one-line electrical diagrams for temporary utility services.
 - 7) Preparation of a breaker coordination study, arc-flash hazard analysis and labeling, and/or electrical panel fault current labeling.
 - 8) Change in delivery format from that identified above, i.e.: (Bid/Negotiated/Design Build/Construction Manager/Multiple Bid Packages).
 - 9) Preparation of additive design alternates.
 - 10) Redesign due to change in Owner's criteria or the Authority Having Jurisdictions adopted code, i.e.: ICC-2015 Codes, NEC-2014.
 - 11) Drawings and Specification for alternates or change orders other than those required as a result of negligent error or omission by the consultant.
 - 12) Evaluation and revisions to Drawings and Specifications for substitution or changes proposed by the contractor or owner after GMP phase.
 - 13) Consultation and services related to fire, vandalism, theft public hearing, legal, etc.
 - 14) Consultation and service related to default of the contractor or by major defects or deficiencies in the work of the contractor.
 - 15) Consultation and services in evaluating an excessive number of claims submitted by the contractor.
 - 16) Preparation of reports or detailed studies for optional systems or life cycle costing beyond the judgment of the consultant.
 - 17) Fuel consumption or cost study.
 - 18) Redesign for value-engineering after GMP phase.
 - 19) As-built drawings of existing facility.
 - 20) Procurement of or the coordination of testing for existing systems.
 - 21) Preparation of specification in format different from Engineers Standard.
 - 22) Resident or co-located engineering staff.
- C. Conditions of Service:
Conditions of service and compensation for services listed will be a lump sum of Three Hundred Twenty Thousand (\$320,000) dollars plus expenses as outlined in the attached "Conditions of Agreement – 2017", MKK Consulting Engineers, Inc., which form a part of this Agreement.
- D. Payments:
Progress payments for services will be billed monthly and shall total to the following schedule:



Design Phase		Total	%
Preliminary Design (Schematic Design)	Actual	\$ 90,938.75	28.4%
Construction Documents		\$ 142,661.25	44.6%
Bidding		\$ 6,400.00	2%
Construction Administration		\$ 70,400.00	22%
Post Construction Phase		\$ 9,600.00	3%

We look forward to working on the project. If this agreement is acceptable, sign and return a copy of the agreement to our office.

This agreement incorporates the attached Conditions of Agreement. Client acknowledges receipt of the Conditions of Agreement and acknowledges that the Conditions of Agreement contains a limitation of liability clause, among other important terms.

This agreement is deemed to be accepted when you have signed the agreement, authorized MKK (either verbally or in writing) to proceed with the project, or otherwise signified your acceptance of the agreement. MKK shall proceed with the above Scope of service when you have accepted this agreement.

Please call if you have any questions or comments.

Sincerely,

ENGINEER

MKK Consulting Engineers, Inc.

A handwritten signature in black ink, appearing to read "Joseph Vigil", is written over a light blue horizontal line.

Joseph Vigil
Client Project Manager

Attachment

CLIENT

Laramie County

By: _____
(print name)

Signature

Date



MKK CONSULTING ENGINEERS, INC.

CONDITIONS OF AGREEMENT – JANUARY 2018

"Engineer" as used herein refers to MKK Consulting Engineers, Inc. and its officers, directors, shareholders, owners and employees.

Engineer's Responsibility:

The Engineer will serve as the Client's professional consultant and will perform the Engineering Services for the mechanical and electrical parts of the project. The Engineer shall so perform his work as to coordinate with the Client for the Project; arranging the character, order and schedule thereof for that purpose. He shall attend the necessary conferences and provide consultation and advice for the mechanical and electrical parts of the Project. The engineer shall engage and manage sub-consultants, if necessary, for the incorporation of the mechanical and electrical parts of the Project.

If the Engineer provides opinions of probable construction cost, the Client understands that the Engineer has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing. Any opinions of probable construction costs provided by the Engineer are based only upon Engineer's qualifications and experience which are inadequate to provide accurate estimates. Client may not reasonably rely upon any opinions of probable construction costs and should retain a separate professional cost estimator if reliable estimates are desired. The Engineer makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

During the Preliminary Design Phases (Schematic Design and Design Development), the Engineer shall establish design criteria from which systems and equipment will be selected.

During the Construction Document Phase, the Engineer shall prepare working drawings and specifications setting forth the requirements of the construction for this part of the project.

During the Bidding Phase, the Engineer will assist with the distribution of bid documents, conduct the pre-bid walk through of the construction areas, answer questions, review submittals and prepare addenda. When bids are received, assist with the contractor qualification and selection reviews.

During the Construction Administration Phase, the Engineer will review shop drawings, interpret the Engineer's drawings and specifications for the Contractors, and provide on-site construction review trips, as noted in scope. These trips are made during active periods of construction rather than on a fixed schedule and are to observe general quality of workmanship and answer any Contractors' questions. On-site reviews are not intended for superintending or supervising the project in any way. The Engineer does not guarantee the Contractors' performance. On-site reviews do not include responsibility for construction means, methods, techniques, sequences, procedures, or the safety precautions incident thereto, in, on, or about the project site.



During the Post Construction Phase, the Engineer will provide an 11th month observation with report on warranty items to be corrected by the Contractor.

Client Responsibility:

Client agrees to provide full information for the requirements of the project, deemed appropriate for the Engineer to perform. The Client also will provide the necessary access to the various portions of the facility to allow the project design to be completed. This will include providing necessary clearance and personnel for access to or through any secure areas.

Client agrees to provide, at the Client's expense, all information, requirements, reports, data and instructions required for performance of this Agreement including, a site survey with all information relating to sewer, storm sewer, water, gas, electrical and telephone services and other utilities, when applicable. Site survey to show all conditions of the site including a soils report. The Engineer may use all above listed information in performing its services and is entitled to rely upon the accuracy and completeness thereof.

Standard of Care:

Services performed by the Engineer will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and same geographic area. The Engineer makes no representations or warranties, expressed or implied, as to its professional services rendered under this Agreement.

Corporate Protection:

It is intended by the parties to this Agreement that the Engineer's services in connection with the project shall not subject the Engineer's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against the Engineer, a Colorado corporation, and not against any of the Engineer's individual employees, officers or directors.

CADD/BIM Responsibility:

If record documents are required to be provided in electronic format by other parts of this agreement, the record set of documents will be in the Engineer's standard format. If other standards, layers, formats or as-built documents are to be the record documents; these changes from the Engineer's standard format will be agreed upon and negotiated as an extra service to the contract. **The Engineer's disks are compatible only with AutoCAD, Release 2016 or earlier; operating on a PC using Windows 7/XP.** The Engineer makes no representation as to the compatibility of these files beyond the specified release of the above stated software. Files are submitted to Client for a 30-day acceptance period. During this period, the Engineer will correct any errors detected by Client. After this period, any changes will be performed at the Engineer's current hourly rate. Engineer will not be responsible for maintaining an electronic file archive of files for more than 9 months after acceptance by Client.



Invoice:

Invoice is due on presentation. Client recognizes that prompt payment of Engineer's invoices is an aspect of the overall consideration Engineer requires for providing service to Client. Accordingly, Client agrees to advise Engineer as to the preferred billing cycle, invoice format, person to whom invoices should be addressed, and such other pertinent details Engineer should observe to help Client expedite payment. Client agrees to pay all reasonable costs and expenses, including attorneys' fees, incurred by Engineer in the course of collecting any amounts due under this Agreement, plus interest at the annual rate of twelve percent, compounded monthly. Credit is extended and interest will commence after 60 days of the invoice date on unpaid balance or 15 days after receipt of payment from Owner to the Client, at the election of the Engineer.

The Client shall disclose to the Engineer, prior to the execution of this Agreement, any contingent or other special provisions relative to compensation that are included in the Client's understanding with the Owner or in the Prime Agreement.

The Engineer shall submit, in timely fashion, invoices for Services, Additional Services and Reimbursable Expenses. The Client shall review such invoices and, if they are considered incorrect or untimely, the Client shall review the matter with the Engineer and confirm, in writing to the Engineer within ten days from receipt of the Engineer's invoice. The Client shall identify the specific cause of disagreement and shall pay when due the portion of the invoice not in dispute. The Client and Engineer shall work together to resolve the disputed matter within 60 days of its being called to the Engineer's attention. If resolution of the matter is not attained within 60 days, either party may terminate this Agreement in accordance with conditions indicated in the Termination clause.

Regardless of any dispute regarding payment, Engineer reserves the right, at its sole discretion, to withhold or withdraw documents prepared by the Engineer from subsequent design, permit or construction use if payment for service is not made upon invoice presentation. Regardless of any dispute regarding payment, Engineer has the right to cease work on the project and the Client shall waive any claim against Engineer for cessation of services and shall defend and indemnify the Engineer from and against any claims for injury or loss stemming from Engineer's cessation, if the Client fails to make payment upon invoice presentation. Client shall also pay Engineer for expenses incurred as a result of suspension of work and resumption of its services, and the Engineer's schedule and fees for the remainder of the Project shall be equitably adjusted.

Limitation of Liability:

In recognition of the relative risks and benefits of the project to both the Client, the Owner and the Engineer, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Engineer and his or her sub consultants to the Client, the Owner and to all construction contractors and subcontractors (including Construction manager, if applicable) on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs so that the total aggregate liability of the Engineer and his or her sub consultants to all those named shall not exceed two hundred fifty thousand dollars (\$250,000), or the Engineer's total fee for services rendered on this project, whichever is less. Such claims and causes include, but are not limited to negligence,



professional errors or omissions, strict liability, breach of contract or warranty. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Ownership of Instruments of Service:

All reports, plans, specifications, field data and notes and other documents, whether on paper or in electronic format, prepared by the Engineer as Instruments of Service, are the property of the Engineer whether the work for which they are prepared be executed or not. Instruments of Service are not to be used on other work, including repetitive construction, except by specific written agreement with the Engineer. The Engineer shall retain all common law, statutory and other reserved rights in these Instruments of Service, including the copyright thereto. The Contract Documents prepared under this agreement may be retained by the Client with other Contract Documents pertaining to the project.

In case of conflict, sealed drawings take precedence over electronic files.

Termination:

This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one party through no fault of the other party. Engineer shall be paid for services performed to the date of termination, including reimbursements then due.

Notwithstanding any other provisions of this Agreement, Engineer may terminate without consequence or liability if Client fails to make payments upon invoice presentation.

No Third Party Beneficiaries:

Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Engineer or Client.

No Certification or Warranty:

Engineer shall not be required to certify, warrant or guarantee the existence of any condition or the adequacy of work performed by others if such cannot be ascertained with certainty by Engineer.

Successors and Assigns:

This agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Client, and the Engineer respectively and its partners, successors, assigns, and legal representatives. Neither the Client nor the Engineer shall have the right to assign, transfer, or sublet its interest or obligations hereunder without written consent of the other party.

Mediation:

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Engineer agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.



The Client and the Engineer further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, sub consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

Consequential Damages:

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Engineer, their respective officers, directors, partners, employees, contractors or sub consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall be broadly construed to include, without being limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Engineer shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Betterment:

If due to Engineer's error, any required item or component of the project is omitted from Engineer's Construction Documents, Engineer shall not be responsible for the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will Engineer be responsible for any cost or expense that provides betterment, upgrade or enhancement to the project. The engineer shall be responsible for the added cost associated with post-bid change order escalation and associated error related rework.

Verification of Existing Conditions:

Inasmuch as the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money, or destroying otherwise adequate or serviceable portions of the building, the Owner/Client agrees to bear all costs, losses and expenses, including the cost of the Engineer's Additional Services, arising from the discovery of concealed or unknown conditions in the existing building, or from any deficiencies or inaccuracies in any information or documentation furnished to the Engineer by the Owner/Client.

Extra Services:

Any additional work (Extra Service), which is not included in the above fees, will be done after Client's approval at the then current hourly rates.

Hourly Charges: (when applicable)

- a. Hourly charges of all personnel for time devoted directly to the project.

The following schedule sets forth billing rates for the various classifications of employees. These rates are current and applicable only through December 31, 2018.



BILLING RATES – JANUARY 2018

CLASSIFICATION	RATE PER HOUR
1. Consultant (legal and expert witness only)	\$250.00
2. Principal-PR	185.00
3. Engineer-E8	175.00
4. Designer-D8	165.00
5. Engineer-E7, Energy Services-ES4	155.00
6. Designer-D7, BIM-B4, Administrator-A7	150.00
7. Engineer-E6, Energy Services-ES3	135.00
8. Designer-D6	130.00
9. Administrator-A6	125.00
10. Engineer-E5	120.00
11. Designer-D5, Energy Services-ES2, Administrator-A5	115.00
12. Engineer-E4	110.00
13. Designer-D4, BIM-B3, Administrator-A4	105.00
14. Engineer-E3	100.00
15. Designer-D3, Energy Services-ES1	95.00
16. Engineer-E2	90.00
17. Engineer-E1, Designer-D2, Administrator-A3	85.00
18. Designer-D1, BIM-B2, Administrator-A2	80.00
19. BIM-B1	70.00
20. Administrator-A1	65.00
21. Student Intern-SI1	50.00

Expenses:

When subcontracted third party professional services are required and authorized by the Client, the Engineer will be paid the third party compensation plus an administration charge of 15% of the third party compensation for such professional services engaged by the Engineer for the project.

Reimbursable expenses are in addition to Basic Compensation and include costs incurred by the Engineer and Engineer's Consultants in the interest of the project. These expenses are identified as follows:

- a. Transportation expense in connection with the project, authorized out-of-town travel expenses, and fees paid for securing approval of authorities having jurisdiction over the project.
- b. Expenses of reproductions, postage, deliveries and handling of Drawings, Specifications and other documents.
- c. Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Client in excess of that normally carried by the Engineer and Engineer's Consultant.



Period of Service:

The provisions for services and compensation for services provided by this Agreement are based upon the orderly and continuous progression of the project through design and construction phases. If the project is delayed or suspended more than 60 days, the Engineer shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Engineer for expenses incurred as a result of the suspension and resumption of its services, and the Engineer's schedule and fees for the remainder of the Project shall be equitably adjusted. If the Engineer's services are suspended for more than 90 days, the Engineer may terminate this Agreement upon giving not less than 5 calendar days' written notice to the Client.

Purchase Orders:

If the Client chooses to execute a purchase order for services under this Agreement Letter, it shall be for administrative convenience only. The Client agrees that the terms and conditions of this Agreement shall apply to each such purchase order and shall prevail over any conflicting or similar term and condition in the purchase order.