



October 2, 2024

Mr. Craig Woods, Superintendent
Emmett School District
119 N Wardwell Ave
Emmett, ID 83617

Re: Emmett High School Concrete Evaluation
Proposal for Structural Engineering Services
KPFF Project #10212400136

Dear Craig:

We are pleased to submit this proposal for structural engineering services required for the above-referenced project. This proposal is based on email and phone call correspondence between Craig Woods of Emmett School District and Judsen Williams of KPFF. A site walk was performed on September 5, 2024.

PROJECT DESCRIPTION

We understand that the project consists of a visual structural assessment for the Emmett High School in Emmett, Idaho which is owned and operated by the Emmett School District. The structure primarily consists of a reinforced concrete dome with interior framing consisting of concrete over metal deck spanning to wide flange beams and concrete columns. The wide flange beams connect to the reinforced concrete dome which is the entire perimeter of the building. The structure is typical for both primary concrete domes on site.

We understand that the project will consist of a visual assessment of the general condition of the high school structure with a primary focus on the cracking in the concrete dome which was reported to KPFF by Emmett School District. The visual assessment will include, but is not limited to, spalling and cracking of concrete, deterioration of beams and columns, water infiltration, and any additional visual deterioration of the structure. We will also engage a third-party consultant for enhanced investigation of the structure to help determine the total extent of deterioration, including some that is not visible by visual observation.

SCOPE OF WORK

Our scope of work will consist of the following:

Assessment Report

- Perform a site visit for visual assessment of the general condition of the garage.
- Coordinate with the third-party consultant on their investigation and findings.
- Develop assessment report summarizing the general structural condition based on visual observations, as well as recommended next steps.

Exclusions

- Development of construction documents and specifications for structural repairs.
- Evaluation of the subsurface soil conditions including soil pressures and settlement. We recommend engaging a qualified geotechnical engineer to evaluate potential settlement concerns.
- Visual observations are limited to the primary concrete dome structure. Visual observations do not include wide flange beams, columns, mechanical systems, waterproofing, geotechnical soil conditions, and other systems outside beyond the primary concrete dome.

Deliverable

- Assessment report summarizing the general structural condition based on visual observations.

FEE

We propose to accomplish the scope of work noted above for the lump sum fee shown below.

Third-Party Initial Visual Observation	\$650
Third-Party Additional Assessment (Crack Mapping, GPR Survey, ACI Visual Inspection, Report)	\$750
Visual Observation & Evaluation Report	\$2,500
TOTAL	\$3,900

Additional site visit(s)/structural observations beyond what is noted in our scope of work above will be billed on an hourly basis per our standard hourly rate schedule in Attachment A.

REIMBURSABLE EXPENSES

Reimbursable expenses for messenger and delivery services, reproduction for other than in-house check prints and plots, and travel expenses (parking, mileage, airfare, lodging, etc.) made by KPFF in the interest of the project are separate from our fees and will be billed at cost. All other services that are considered as additional services (beyond the scope of work noted herein) will be billed on an hourly basis per our standard hourly rates. Please refer to Attachment A for our current hourly rate schedule.

AGREEMENT FOR PROFESSIONAL SERVICES

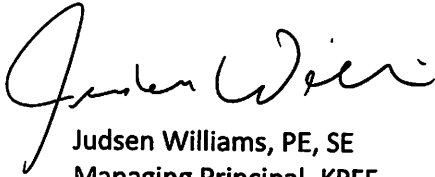
All general Terms and Conditions shall be per Attachment B of this document or other mutually agreed upon Terms and Conditions established prior to the commencement of our professional services for this project.

Craig Woods, Emmett School District
Emmett High School Concrete Evaluation
Proposal for Structural Engineering Services
KPFF Project #10212400136
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SUMMARY

Thank you very much for requesting this proposal from us. If this proposal is acceptable to you, please return a signed copy to us prior to the start of work. Please feel free to contact us with any questions or comments.

Sincerely,

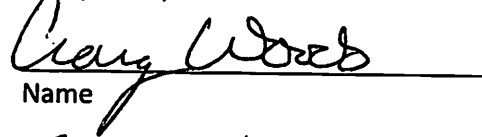


Judsen Williams, PE, SE
Managing Principal, KPFF

Attachments A, B

cc: Chaney Wood, PE, KPFF

Accepted By:



Name



Title

10-2-2024

Date

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Attachment A
HOURLY RATE SCHEDULE

2024

PRINCIPAL-IN-CHARGE	\$195.00
ASSOCIATE.....	\$180.00
SR PROJECT MANAGER.....	\$155.00
PROJECT MANAGER	\$145.00
PROJECT ENGINEER	\$135.00
DESIGN ENGINEER.....	\$115.00
PROJECT COORDINATOR.....	\$110.00
BIM COORDINATOR.....	\$105.00
BIM MODELER.....	\$85.00
ADMINISTRATIVE	\$70.00

Note: Hourly rates will be updated on an annual basis throughout the duration of the project, and services will be billed at the hourly rates in place at the time the service is provided.

Attachment B

TERMS AND CONDITIONS

KPFF, Inc. ("KPFF") shall perform the services outlined in this agreement pursuant to the stated fee arrangement.

1. Additional Services

Should the Scope of Services change from those set forth in the Agreement for Professional Services, the fee for such additional services will be negotiated between Client and KPFF.

2. Limitation of Liability

To the greatest extent allowed by law, the aggregate liability of KPFF for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind, arising out of or in any way related to this Agreement or the services provided by KPFF on this project, shall be limited to \$50,000 or the total fee received by KPFF pursuant to this Agreement, whichever is greater. Further, no officer, director, shareholder or employee of KPFF shall bear any personal liability to Client for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind or character, arising out of or in any way related to this Agreement or the services provided by KPFF on this project.

3. Mediation

All disputes between Client and KPFF arising out of or relating to this Agreement shall be submitted to nonbinding mediation prior to commencement of any other judicial proceeding.

4. Dispute Handling

KPFF shall make no claim against Client without first providing Client with a written notice of damages and providing Client thirty (30) days to cure before an action is commenced. The Client shall make no claim either directly or in a third party claim, against KPFF unless the Client has first provided KPFF with a written certification executed by an independent professional currently practicing in the same discipline as KPFF and licensed in the state of the subject project. This certification shall a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to KPFF not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

5. Suspension of Services

If Client fails to make payments to KPFF in accordance with this Agreement, such failure shall provide KPFF the option to suspend performance of services under this Agreement upon seven (7) days written notice to Client. In the event of a suspension of services, KPFF shall have no liability for any delays or damages caused because of such suspension. Before resuming services, KPFF shall be paid all sums due prior to suspension and any expenses incurred by KPFF in the interruption and resumption of its services. KPFF's fees for the remaining services and time schedules shall be equitably adjusted. If any invoice is in dispute, Client shall pay under written protest to keep the project on schedule and resolve the payment dispute after substantial completion.

6. Termination

This Agreement may be terminated by either party with seven (7) days written notice to the other in the event of a substantial failure of performance by the other party through no fault of the terminating party. If this Agreement is terminated, KPFF shall be paid for services performed to the termination notice date, including reimbursable expenses due.

7. Ownership of Documents

The drawings, calculations and specifications are instruments of service and are, and shall remain, the property of KPFF, whether the project for which they are made is executed or not. They are not to be used on other projects or extensions to this project except by agreement in writing.

8. Contract Administration

It is understood that KPFF will not provide design and construction review services relating to safety measures of any contractor or subcontractor on the project. Further, it is understood that KPFF will not provide any supervisory services relating to the construction for the project. Any opinions solicited from KPFF relating to any such review or supervisory services shall be considered only as general information and shall not be the basis for any claim against KPFF.

9. No Third-Party Beneficiary

Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against KPFF or Client.

10. No Assignments

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

11. Payments

KPFF will submit monthly invoices. Payment is due on the date of the invoice and becomes delinquent one month thereafter. A late charge will be added to delinquent amounts at the rate of one-and-one-half percent (1 ½ %) for each one month of delinquency (or the maximum allowable by law, whichever is lower).