

**MEMORANDUM OF UNDERSTANDING BETWEEN
CAMPBELL COUNTY SCHOOL DISTRICT AND
THE CITY OF GILLETTE, WYOMING**

1. **Parties.** This Memorandum of Understanding (“MOU”) is made and entered into by and between Campbell County School District (“District”), whose address is 1000 West Eight Street, P.O. Box 3033 Gillette, WY 82717-3033, and the City of Gillette, Wyoming, (“City”) whose address is 201 East 5th Street, Gillette, WY 82716.
2. **Purpose.** The purpose of this MOU is to provide for the City to participate in improvements to City property as part of the “Hemlock Avenue Replacement Plan.” The Hemlock Street improvements being completed by the District as part of the Wagonwheel Elementary School site improvements.
3. **Term of MOU.** This MOU is effective when all parties have executed it and all required approvals have been granted.
4. **Payment.** Attached hereto as Exhibit “A” is the list of improvements to Hemlock Street, City of Gillette property, for the benefit of the City and the costs that will be reimbursed to the District upon completion of the improvements.
5. **Construction Responsibilities of District.**

The District has contracted with G.W. Construction, Inc. for the total project. The District is responsible for supervision and oversight of the construction improvements. The District shall pay the contractor all costs of the construction and hold City harmless therefrom.

6. **Responsibilities of the City.**

The City agrees to provide access to the City right of way for construction pursuant to the construction schedule.

7. **Warranty.**

The District shall warrant all workmanship and materials provided as part of the improvements provided for a period of one (1) year from the date of completion.

8. **General Provisions.**

- A. **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.

- B. **Applicable Law.** The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Sixth Judicial District, Campbell County, Wyoming.
- C. **Entirety of Agreement.** This MOU, consisting of four (4) pages represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- D. **Governmental Immunity.** Neither the City nor the District waives governmental immunity by entering into this MOU and specifically retains all immunities and defenses available to each of them pursuant to WYO. STAT. §§ 139-101-120 and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this MOU shall not be strictly construed, either against or for either party, except that any ambiguity as to governmental immunity shall be construed in favor of governmental immunity.
- E. **Indemnification.** The District shall indemnify, defend, and hold harmless the City its officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of District's failure to perform any of District's duties and obligations hereunder including but not limited to any claims, lawsuits, losses, or liability arising out of District's actions.
- F. **Independent Contractor.** Nothing in this MOU shall be interpreted as authorizing either party or its agents and/or employees to act as an agent or representative for or on behalf of the other party or to incur any obligation of any kind on the behalf of the other party.
- G. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- H. **Termination of MOU.** This MOU may be terminated, without cause, by the either party upon ninety (90) days written notice. This MOU may be terminated immediately for cause if the City or District fails to perform in accordance with the terms of this MOU.
- I. **Titles Not Controlling.** Titles of paragraphs are for reference only and shall not be used to construe the language in this MOU.
- J. **Waiver.** The waiver of any breach of any term or condition in this MOU shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

9. **Signatures.** The parties to this MOU through their duly authorized representatives have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

CITY OF GILLETTE

*

Date

CAMPBELL COUNTY SCHOOL DISTRICT

*

Date

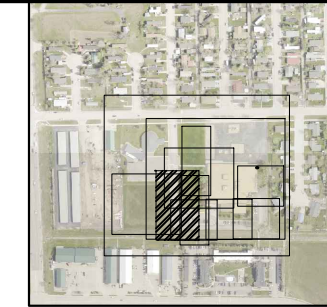
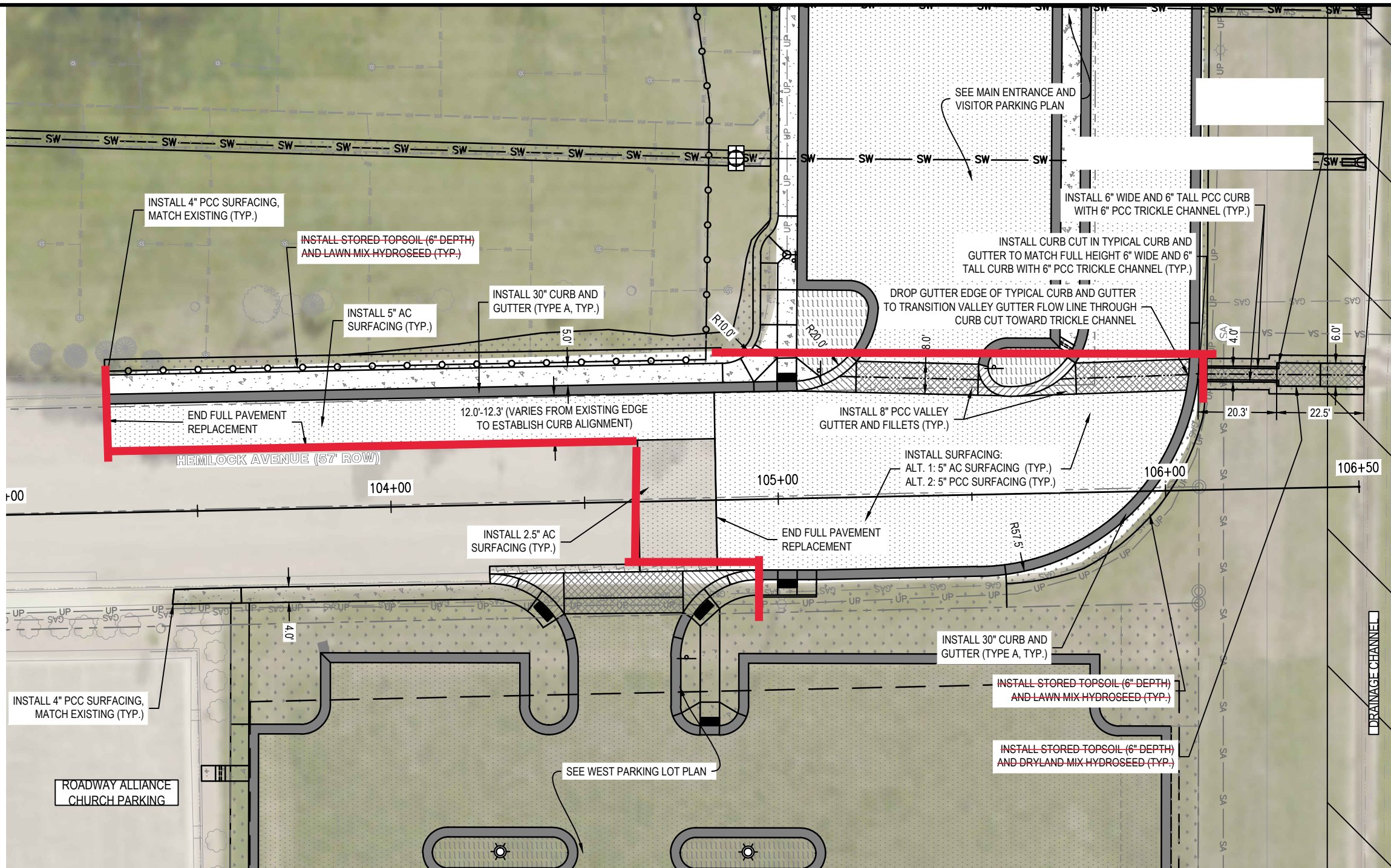
**Wagonwheel Elementary Site Improvements
Hemlock Avenue - Limited to ROW**

June 21, 2021
2014-01121



BID ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
SECTION 02210	EXCAVATION AND EMBANKMENT				
02210.0712	12" Paved Road Subgrade Processing	1,085	SY	\$5.00	\$5,425.00
SECTION 02231	AGGREGATE SUB-BASE AND BASE COURSES				
02231.014	Install 4" Aggregate Base	119	SY	\$10.00	\$1,190.00
02231.016	Install 6" Aggregate Base	966	SY	\$12.00	\$11,592.00
SECTION 02512	PLANT MIX PAVEMENTS				
02512.0125	2.5" Asphaltic Concrete Paving	75	SY	\$20.00	\$1,500.00
02512.015	5" Asphaltic Concrete Paving	210	SY	\$52.00	\$10,920.00
02512.03	Asphaltic Concrete Leveling Course	2	TON	\$300.00	\$600.00
SECTION 02528	CONCRETE CURB, COMBINED CURBS AND GUTTERS				
02528.0130	Install New 30" Curb & Gutter	325	LF	\$23.00	\$7,475.00
SECTION 02530	MISCELLANEOUS NEW CONCRETE CONSTRUCTION				
02530.014	Install Concrete Sidewalk (4")	840	SF	\$6.00	\$5,040.00
02530.078	Install Replacement Concrete Valley Gutter (8")	490	SF	\$8.50	\$4,165.00
02530.098	Install Replacement Curb Return Fillet (8")	225	SF	\$13.00	\$2,925.00
Total Estimate =					\$50,832.00

Surfacing Alternate 1					
SECTION 02512	PLANT MIX PAVEMENTS				
02512.015	5" Asphaltic Concrete Paving	550	SY	\$25.80	\$14,190.00
Total Improvements Estimate =					\$65,022.00
Construction Administ. (10%) =					
Total Estimate Due by COG =					



LOCATION MAP
N.T.S.

- NOTES:**
1. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVES. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK.
 2. ALL ITEMS NOT SPECIFICALLY IDENTIFIED TO BE REPLACED ARE TO REMAIN IN PLACE AND BE PROTECTED FOR THE ENTIRETY OF THE PROJECT. TAKE CARE AS TO CAUSE NO DAMAGE WITH WORK AROUND EXISTING FACILITIES TO REMAIN IN PLACE.

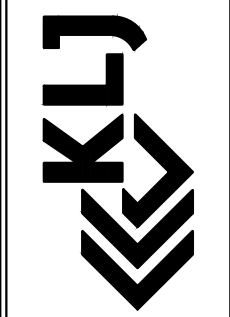
ESTIMATED SHEET QUANTITIES:
STA. 103+00 TO STA. 106+08 L & R +/-

• 12" PAVED ROAD SUBGRADE PROCESSING	1085 SY
• 4" AGGREGATE BASE	119 SY
• 6" AGGREGATE BASE	966 SY
• INSTALL NEW 30" CURB AND GUTTER (TYPE A)	325 LF
• INSTALL CONCRETE SIDEWALK (4")	840 SF
• INSTALL NEW CONCRETE VALLEY GUTTER (8")	490 SF
• INSTALL NEW CURB RETURN FILLET (8")	225 SF
• 2.5" ASPHALTIC CONCRETE PAVING	75 SY
• 5" ASPHALTIC CONCRETE PAVING	210 SY
• ALT. 1: 5" ASPHALTIC CONCRETE PAVING	550 SY
• INSTALL ASPHALTIC LEVELING COURSE	2 TON

* QUANTITIES SHOWN SHALL BE CONSIDERED APPROXIMATE FOR BIDDING PURPOSES ONLY
* SEE ADDTL SITE PLAN, DETAILED GRADING, ELECTRICAL, STRIPING, LANDSCAPING, IRRIGATION, AND STORM SEWER PLANS FOR ADDTL QUANTITIES

REV. #	REVISION DESCRIPTION	DATE	BY
2	FOR CONSTRUCTION	04.06.21	APM
1	100 DESIGN DOCUMENTS	04.07.21	APM
0	90 DESIGN DOCUMENTS	03.31.21	APM

**WAGONWHEEL ELEMENTARY SCHOOL
SITE IMPROVEMENTS
HEMLOCK AVENUE REPLACEMENT PLAN
STA. 103+00 - STA. 106+50**

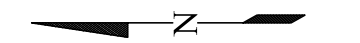


1900 WEST WARLOW DRIVE,
SUITE B
GILLETTE, WY 82716-2582
307.682.9500
WWW.KLJENG.COM

COPYRIGHT © 2021
KLJ
ALL RIGHTS RESERVED

DATE: 03.05.21
JOB NO: 2014-01121
DRAWN BY: APM
APPROVED BY: AJH

HEMLOCK AVENUE
TR-4.0





1900 West Warlow Drive, Suite B
Gillette, WY 82716-2582
307 682 9500
KLJENG.COM

Tim Volk
Campbell County School District
109 N Gurley Ave.
Gillette, WY 82716

Re: WAGONWHEEL ELEMENTARY SCHOOL - ENTRANCE & PARKING LOT IMPROVEMENTS

Dear Mr. Volk:

After multiple discussions between the School District, City of Gillette and KLJ - we have the following to offer for repairs located within Hemlock Avenue as part of the above referenced project. The intent is for these items to be included in a MOU between the City of Gillette and Campbell County School District.

1. Primary reasoning for impact to the entirety of the bulbed area in Hemlock Avenue relied on improving onsite and offsite drainage for the school facility site by correcting flat and sagging areas that have been collecting water for extended periods. This area has already seen a number of placement failures that are patched, but did not correct the root of the problem. Correction in this area will require impact to the entire bulbed area via curb and gutter and pavement elevation correction, including curb toward the existing stacking lane leading to the new valley pans in order to allow drainage to pass to the City of Gillette easement to the south, and meet existing grades.
2. Elevation correction requires full reconstruction for earthwork, however the previous efforts of minor patching improvements did not leave much uniform pavement to attempt to be saved in the bulbed area. Any minor portion of original remaining curb and gutter, sidewalk or pavement attempted to be saved is in poor condition due to exceeding the typical design life of the components that would likely be lost during construction or shortly after, compromising the design life of proposed improvements.
3. The areas already impacted by the drainage improvement effort are also justified by efforts to improve overall traffic flow in the primary parking area, service vehicle access to and from the rear of the facility, student drop off and pickup traffic flow, and stacking capacity. This is accomplished by correcting alignments of sidewalks, curb and gutter, landscape islands and correcting and extending the drop off area already utilizing the east portion of Hemlock Avenue north of the bulbed area.
4. The areas already impacted by the drainage improvements are also justified in supporting improvements to the western off site parking lot. This includes adding the approach to Hemlock Avenue (meeting ADA and City of Gillette requirements), trenching new utilities from the school facility to the west property, and improving pedestrian access to and from the west to and from the main school facility impacting portions of the bulbed area on Hemlock Avenue.
5. The improvements are limited to only that which are required to support the various components listed above however, there are additional considerations for already compromised pavement being destroyed during construction efforts as Hemlock Avenue is the primary access to the current facility and the west off site parking lot. The CCSD has already repaired minor portions but the entire bulb thru the extent of our project is in poor condition due to exceeding design life.

Please give me a call at 307.682.9500 if you have any questions or concerns.

Sincerely,

KLJ

A handwritten signature in blue ink, appearing to read 'Adrienne Hahn'. The signature is fluid and cursive.

Adrienne Hahn, PE