



July 31, 2015

The City of Gillette  
P. O. Box 3003  
201 East 5th Street  
Gillette, Wyoming 82717

Gentlemen:

DOWL proposes to render professional engineering services for the **Boxelder Phase III Project** (herewith called the "Project"). Please furnish us with full information as to your requirements including any special or extraordinary considerations for the Project or special services needed, and also make available all pertinent existing data.

Our services will consist of Design Services as identified in Exhibit 'A', as set forth in the General Provisions as amended and supplemented in Exhibits 'A' and 'B', thereto, which are attached to this letter. We will also furnish such additional services as you may request.

You will pay us for our Services on a time and materials basis with a cost not to exceed \$227,810.00. This fee includes labor and expenses to perform the engineering services as identified within this letter and the attached exhibits.

SECTIONS 1 and 2 of the General Provisions are hereby modified. The services provided are detailed within Exhibit 'A'.

We will bill you monthly for services and expenses. The above financial arrangements are on the basis of prompt payment of our bills and the orderly and continuous progress of the project.

We would expect to start our services after receipt of your acceptance of this proposal, and to complete our design services by October 10, 2016.

If there are protracted delays for reasons beyond our control, we expect to negotiate with you an equitable adjustment of our compensation taking into consideration the impact of such delays, including but not limited to changes in price indices and pay scales applicable to the period when services are in fact being rendered.

It is necessary that you advise us in writing at an early date if you have budgetary limitations for Total Project Costs. We must accept any such limitations as being realistic and will then endeavor to work within those limitations.

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Services are to be rendered as, identified in Exhibit 'A', which together with the general understandings applicable to our relationship with you, are set forth in the printed General Provisions and Exhibits 'A' and 'B' ; and, thereto which are attached to and made part of this proposal. Your particular responsibilities are also set forth in the General Provisions.

This proposal, the General Provisions, Exhibit 'A' and Exhibit 'B' represent the entire understanding between you and us in respect of the Project and may only be modified in writing signed by both of us. If it satisfactorily sets forth your understanding of our agreement, we would appreciate your signing the enclosed copy of this letter in the space provided below and returning it to us. This proposal will be open for acceptance until August 19<sup>th</sup>, 2015, unless changed by us in writing.

Respectfully Submitted,  
DOWL



Jeffrey Rosenlund, P.E., PTP  
Project Manager

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

CITY OF GILLETTE

By \_\_\_\_\_ ATTEST: \_\_\_\_\_  
Mayor



This is **EXHIBIT A**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_\_.

## **Scope of Services**

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The following is the scope of services for this project:

For the purposes of this scope, Construction Administration tasks are assumed to span from August 2015 to August 2016. This is generally the anticipated timeframe from Notice to Proceed through Final Completion. This schedule includes 60 working days for construction prior to winter shutdown, 120 days of winter shutdown, and 75 working days after winter shutdown for paving and final completion. This also includes time associated with submittal review and coordination prior to start of construction and project closeout tasks after construction is finished. One inspector is assumed to be onsite full time, with support from materials testing staff, surveying staff, project engineer and project manager as appropriate.

### **1. Project Management, Administration and Closeout**

DOWL will consult with and advise the City of Gillette and act as the City's representative as provided in the Standard General Conditions of the Project Manual. The extent and limitations of the duties, responsibilities and authority of DOWL are covered in the Standard General Conditions and this Exhibit. DOWL will act as initial interpreter of the requirements of the Contract Documents and make recommendations as to the acceptability of the work and act upon claims submitted by the Contractor.

This task includes the following:

- a. **Project Management.** DOWL will provide project management services throughout the project. Project manager will coordinate all project work performed by the project engineer, inspector, and surveyor. Project manager will be responsible for administering project budget and preparing the Engineer's monthly pay requests to the City of Gillette.
- b. **Pre-construction Conference.** DOWL will conduct the pre-construction conference. Responsibilities will include scheduling the meeting, preparing agenda, conducting the meeting, taking and distributing minutes, and providing overall coordination.
- c. **Filing and Correspondence.** Documents, correspondence, submittals, drawings, and other administrative records will be filed in a logical and retrievable filing system. DOWL will receive, log, stamp, route, and file correspondence from the Contractor, City and other parties. Type, log, stamp, file, and transmit letters, memoranda, and other correspondence, as necessary, to answer incoming correspondence and/or respond to specific construction issues.
- d. **Photographic Inventory.** Pre-existing site conditions will be documented by taking photographs and digital video. This documentation will be on file at DOWL's office throughout the duration of the project.

- e. Field Orders. DOWL will issue Field Orders as required. Field Orders will be issued for changes in the scope which do not result in either an increase or decrease to the contract price or time. Field Orders may be needed to clarify the work or make adjustments in the work.
- f. Change Orders and Work Change Directives. If necessary, DOWL will issue and process Change Orders and Work Change Directives as required during the project. Upon review and agreement by all parties, Change Orders modifying the construction contract will be forwarded to the Contractor and the City for signature.
- g. Claims. If necessary, DOWL will review claims filed by the Contractor or the City. The cost for administering or resolving claims beyond an initial assessment and response is not included in this project budget.
- h. Record Survey. DOWL will perform a record survey of as-constructed surface features installed under this project. This information will be incorporated into the record drawings.
- i. Record Drawings. DOWL will prepare record drawings as part of the project closeout. These drawings will be prepared by utilizing record survey information, design drawings, records of authorized changes, field notes, Contractor's red-line drawings of record and photographs taken during construction. The record drawings will be submitted in accordance with Section 103 (Requirements for obtaining City approval of a project) of the City of Gillette Design Standards.

## **2. Resident Project Representative/Field Observation**

DOWL will provide construction observation and quality assurance monitoring during the construction phase of the contract. The purpose of construction observation is to enable DOWL to provide the City a degree of confidence that the completed work conforms to the contract documents, and that the integrity of the design concept as contained in the contract documents is implemented by the Contractor. DOWL cannot guarantee the performance of the Contractor.

It is assumed one inspector will be onsite full time through the duration of construction of the project. In addition, DOWL's project engineer and project manager will be available as needed for construction related services and problem resolution. The following services will be provided as part of construction observation.

- a. Field Meetings. Project Engineer and Inspector will participate in weekly field meetings with the Contractor to address questions, conflicts, problems, and general coordination. DOWL will prepare and distribute meeting minutes for these meetings.
- b. Materials and Equipment. Observe and visually inspect the materials, equipment, and supplies delivered to the project site.



- c. Workmanship. Observe the Contractor's work with respect to quality, suitability, and conformance with the requirements and codes of the Contract Documents, as well as with generally accepted levels of workmanship.
- d. Observe Testing. Observe test demonstrations of equipment and materials as required by the Contract Documents. This task is limited to observing routine construction tests such as leakage tests, pressure tests, compaction tests, etc.
- e. Records/Reports. DOWL's on-site inspector will keep daily diaries, quantity ledgers, work force and equipment records, and maintain a photographic record of the work. In addition to the inspector's records, a submittal log and a file for field notes, calculations, correspondence and test reports that occur during construction will be kept.
- f. Substantial Completion. DOWL will review the overall project status and make a recommendation as to Substantial Completion. If the project is Substantially Complete, a Certificate of Substantial Completion with an attached punch list of remaining deficiencies and omissions will be prepared.
- g. Final Completion and Closeout. When the punch list has been addressed, DOWL's project inspector will visit the site and verify completion. DOWL will then coordinate a final inspection with the City and Contractor when requested by the Contractor. When the project is complete, a Certificate of Final Completion will then be prepared for the Contractor's signature. Submittals from the Contractor for lien releases, waiver of claims, consent of surety to final payment, and a Contractor's Affidavit of Payment will be obtained. Upon satisfactory receipt of the Contractor's closeout documents, DOWL will recommend acceptance of the project by the City.
- h. Submittals/Shop Drawing Review. Shop drawings, material certificates and product literature are to be submitted by the Contractor. DOWL will index, log, review and distribute the documents as appropriate. The review of the shop drawings will be for compliance with the design concept of the project and in compliance with the information given in the Contract Documents. Such reviews or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs.
- i. Monthly Pay Estimates. DOWL will prepare the detailed monthly pay estimate for the construction work, consistent with the Contract Documents. The monthly pay estimate will be forwarded to the City for approval and payment.
- j. Contractor's Progress Schedule. Review Contractor's schedule updates for conformance with the contract documents.

Note: It is anticipated the City will provide inspection and quantity checks of the electrical portion of the contract. City electrical inspector will provide DOWL with monthly quantities of electrical items. DOWL will include the pay items in the contractor's pay request.

### **3. Construction Surveying**

Contractor will perform construction staking in conformance with the contract documents. DOWL will perform periodic verification of the contractor's staking and topographic surveys to determine earthwork quantities. DOWL will provide the contractor's surveyor with control files and electronic drawing files for the contractor's use.

### **4. Materials Testing**

In accordance with the City of Gillette Standard Construction Specifications, DOWL will coordinate and perform density testing of materials to provide quality control/quality assurance for this project. Materials testing shall include:

- a. Field compaction testing of trench backfill, street subgrade and crushed base. Approximately 290 tests are anticipated for this project.
- b. Soil sampling and generation of up to 5 modified proctor curves for use on the project.
- c. 4 sampling and classification of material.
- d. Sampling and testing of concrete to include up to 80 sets of slump/air/unit weight tests and 60 sets of cylinder molds and breaks.

Upon completion of the field tests, results will be reported to the Contractor so corrective actions can be performed, if necessary. This task includes costs for initial tests only. In accordance with the Contract Documents, re-tests due to failure are at the expense of the Contractor.

### **5. Post Construction Services**

DOWL will provide services associated with closeout of the project. This work shall include preparation of necessary closeout forms as required by the City of Gillette Standard Construction Specifications.

- a. Warranty Inspection. Approximately 11 months after Substantial Completion, the City and DOWL will make the warranty inspection of the project. If defects are found, the Contractor will be notified for correction. DOWL will make follow-up inspections.

END OF SCOPE OF SERVICES

This is **EXHIBIT B**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_\_.

### **Proposed Schedule**

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The following schedule shows project timeline by phase. We anticipate an August 2015 notice to proceed and final completion in August 2016. This schedule anticipates 135 working days of contract time.

Boxelder Phase III CA  
Cost Proposal  
July 31, 2015

ID	Task Name	Duration	Start	Finish	Cost	2nd Half Jul Aug	1st Half Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov
0	<b>Boxelder Phase III CA</b>	<b>310 days</b>	<b>Mon 8/3/15</b>	<b>Fri 10/7/16</b>	<b>\$227,810.00</b>		
1	Project Management	283 days	Mon 8/3/15	Wed 8/31/16	\$23,900.00		
2	Project Startup/Submittals/Contracts	15 days	Mon 8/3/15	Fri 8/21/15	\$9,400.00		
3	<b>Construction Administration</b>	<b>289 days</b>	<b>Mon 8/17/15</b>	<b>Thu 9/22/16</b>	<b>\$181,210.00</b>		
4	Utilities/Earthwork	75 days	Mon 8/17/15	Fri 11/27/15	\$68,500.00		
5	Winter Shutdown/Spring Startup	120 days	Mon 11/30/15	Fri 5/13/16	\$3,610.00		
6	Concrete paving/Final Comp.	90 days	Mon 5/16/16	Fri 9/16/16	\$79,500.00		
7	Materials Testing	139 days	Mon 8/17/15	Thu 9/22/16	\$29,600.00		
8	Closeout/Record Drawings	15 days	Mon 9/19/16	Fri 10/7/16	\$13,300.00		



Resource Usage  
Hours Estimate  
Boxelder Phase III CA Proposal  
July 31, 2015

ID	Task Name	Work	Duration	Start	Cost	Finish
0	<b>Boxelder Phase III CA</b>	<b>9,704 hrs</b>	<b>310 days</b>	<b>Mon 8/3/15</b>	<b>\$227,810.00</b>	<b>Fri 10/7/16</b>
1	Project Management Jeffrey Rosenlund	180 hrs	283 days	Mon 8/3/15	\$23,900.00	Wed 8/31/16
	Shawn Thorson	140 hrs		Mon 8/3/15	\$20,300.00	Wed 8/26/15
2	Project Startup/Submittals/Contracts Jeffrey Rosenlund	40 hrs	15 days	Mon 8/3/15	\$3,600.00	Wed 8/31/16
	Shawn Thorson	80 hrs		Mon 8/3/15	\$9,400.00	Fri 8/21/15
	Jeffrey Rosenlund	40 hrs		Mon 8/3/15	\$5,800.00	Fri 8/21/15
3	Construction Administration Utilities/Earthwork	9,304 hrs	289 days	Mon 8/3/15	\$3,600.00	Fri 8/21/15
4	Jeffrey Rosenlund	700 hrs	75 days	Mon 8/17/15	\$181,210.00	Thu 9/22/16
	Shawn Thorson	100 hrs		Mon 8/17/15	\$68,500.00	Fri 11/27/15
	Jeffrey Rosenlund	600 hrs		Mon 8/17/15	\$14,500.00	Thu 9/17/15
5	Winter Shutdown/Spring Startup Jeffrey Rosenlund	34 hrs	120 days	Mon 8/17/15	\$54,000.00	Fri 11/27/15
	Shawn Thorson	10 hrs		Mon 11/30/15	\$3,610.00	Fri 5/13/16
	Jeffrey Rosenlund	24 hrs		Mon 11/30/15	\$2,160.00	Tue 12/1/15
6	Concrete paving/Final Comp. Jeffrey Rosenlund	810 hrs	90 days	Mon 5/16/16	\$79,500.00	Fri 9/16/16
	Shawn Thorson	120 hrs		Mon 5/16/16	\$17,400.00	Fri 6/3/16
	Materials Testing	690 hrs		Mon 5/16/16	\$62,100.00	Fri 9/16/16
7	Expenses Jessica Crofts	7,760 hrs	139 days	Mon 8/17/15	\$29,600.00	Thu 9/22/16
	Jordan Roberts	7,500 hrs		Mon 8/17/15	\$7,500.00	Thu 9/22/16
	Closeout/Record Drawings	140 hrs		Mon 8/17/15	\$11,900.00	Wed 9/9/15
8	Jeffrey Rosenlund	140 hrs	15 days	Mon 8/17/15	\$10,200.00	Fri 11/27/15
	John Bridgewater	20 hrs		Mon 9/19/16	\$13,300.00	Fri 10/7/16
	Shawn Thorson	80 hrs		Mon 9/19/16	\$2,900.00	Wed 9/21/16
		40 hrs		Mon 9/19/16	\$6,800.00	Fri 10/7/16
				Mon 9/19/16	\$3,600.00	Fri 9/23/16