

**AGREEMENT FOR
PROFESSIONAL ENGINEERING
SERVICES BETWEEN
CITY OF GILLETTE, WYOMING AND
TR CONSULTING SERVICES, LLC
City of Gillette PAVER Software Implementation 1/3rd Inventory**

1. Responsible Parties

This Agreement is made and entered into on ____ day of July 2019, by and between The City of Gillette, Wyoming (“City”) and TR Consulting Services, LLC, (“Consultant”) whose address is 2830 Edinburgh Ct, Fort Collins, CO 80525. City and consultant agree to terms identified within this document.

2. Purpose of Contract

The consultant shall provide engineering services for Pavement Management (PAVER) Updates on 1/3rd of the inventory at Gillette, WY (Note: The city has elected to split the managed roads into thirds, so that a third can be inspected annually). The services include updating the existing PAVER database, creating a sample unit polygon shapefile for the inspected third, inputting work history into the PAVER database for the entire network, inspecting a third of the inventoried roads, rerunning prediction models and summarizing results in brief report.

The following shows the tasks and timelines that consultant will take to meet the Scope of Services for the City of Gillette PAVER Software Implementation on 1/3rd of Inventory (A detailed description of the tasks is provided in Attachment A).

Identified Task	Timeline
Task 1: PAVER Update	July 2019
Task 2: Work History Input	July 2019
Task 3: Field Inspections	August- September 2019
Task 4: Field Adjustments Within PAVER	October 2019
Task 5: Update Prediction Models	November 2019
Task 6: Condition Reports	December 2019

3. Responsibilities of Consultant

All Services to be completed by the Consultant are outlined in the Attachment A.

4. Terms & Termination

A. Term

The terms of the Contract are from the execution date identified above through December 31st, 2019. If both parties come to a mutual agreement, the term of this contract can be extended if there are unforeseen delays in the work, which were not caused by the consultant. Timelines are illustrated above within identified task table.

B. Termination

Either party may terminate this agreement if the other party commits any material breach and/or becomes the subject of any voluntary or involuntary proceeding under the U.S. Bankruptcy Code or state insolvency proceeding and such proceeding is not terminated within sixty (60) days.

5. Payment Terms

A. Payment Amount

City agrees to pay the consultant for the services described in Attachment A. The total payment under this Contract shall not exceed sixty-three thousand, eight hundred dollars (\$63,800). Exact dollar amounts per task are shown below. Payments shall be made to the consultant upon receipt of invoice and progress report for services completed by consultant by identified task. Expenses are included within the not to exceed amount.

Task	Amount
Task 1: PAVER Update	\$3,500
Task 2: Work History Input	\$5,300
Task 3: Field Inspections	\$41,500
Task 4: Field Adjustment Within PAVER	\$5,000
Task 5: Update Prediction Models	\$3,500
Task 6: Condition Report	\$5,000
Grand Total	\$63,800

B. Fees for Additional Services Beyond Project Scope

For all work outside of the scope of services shown above, the consultant and city will negotiate the corresponding additional fees using the consultant's standard rates shown below.

Labor Category	Rate
Project Engineer	\$140
Senior Civil Engineer	\$95
Junior Civil Engineer	\$75
CADD/ GIS Technician	\$89

C. Payment Terms

City will pay consultant as follows:

- **\$3,500** upon completion of **Task 1** and invoice
- **\$5,300** upon completion of **Task 2** and invoice
- **\$41,500** upon completion of **Task 3** and invoice
- **\$5,000** upon completion of **Task 4** and invoice
- **\$3,500** upon completion of **Task 5** and invoice
- **\$5,000** upon completion of **Task 6** and invoice

6. Confidential Information

Consultant and city agree not to use or disclose any and all work provided to or produced by the consultant in the performance of this contract. All documents, photographs, computer programs and other documents shall be kept confidential by the consultant unless written permission is granted by city for its release.

7. Warranties

Consultant warrants that the contract will be completed in a professional and timely matter and that all project deliverables are original and accurate to the ASTM 6433 Standard. The city warrants that all material provided for this contract is accurate and complete.

8. Liability

In no event shall consultants aggregate liability for all cases or controversies arising out of the subject matter of this agreement, whether in contract, tort or otherwise, exceed the aggregate payments received by consultant under this agreement. In no event will consultant be liable to city or any third party for any special, incidental or consequential damages or lost profits, whether based in breach of contract, product liability or otherwise, and whether or not consultant has been advised of the possibility of such damage


9. Disagreements

If any disagreements arise during the completion of this agreement, both parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Wyoming. All costs and fees other than attorney fees associated with the mediation shall be split equally by both parties. If the dispute is not resolved within 30 days after the mediation meeting, any party may take the matter to court. If resolving the disagreement in court is necessary to enforce this agreement, the prevailing party shall be responsible for attorney fees, costs and expenses in addition to another relief to which he/she may be entitled.

10. Sovereign Immunity

The city expressly reserves governmental immunity. The city specifically retains all immunities and defenses available to them as sovereign or governmental entity pursuant to Wyoming Stat. § 1-39-101, et seq., and all other applicable law.

TR CONSULTING SERVICES LLC
PROFESSIONAL SERVICES AGREEMENT
City of Gillette PAVER Software Implementation 1/3rd Inventory

City of Gillette, WY	TR Consulting Services LLC
Signature:	Signature: 
Name: Louise Carter-King	Name: Tyler Rossow
Title: Mayor	Title: President
Date:	Date: 5/9/2019
Attest:	
Title: City Clerk	

Attachment A

Scope of Services

General

The scope of services is for Pavement Management (PAVER) Updates on 1/3rd of the inventory at Gillette, WY (Note: The City has elected to split the managed roads into thirds, so that a third can be inspected annually). The services include updating the existing PAVER database, creating a sample unit polygon shapefile for the inspected third, inputting work history into the PAVER Database for the entire network, inspecting a third of the inventoried roads (Zone 1 of 3, which is shown in attached map), rerunning prediction models and summarizing results in brief report.

Task 1. PAVER Update

- 1.1. The city will provide the consultant with a copy of the current PAVER database.
- 1.2. TR Consulting will create sample unit shapefile for the defined sections within Zone 1. This will increase the accuracy of the inspection and increase productivity in the field. The consultant will add the sample unit shapefile for Zone 2 and 3 once they are inspected in the future.

Task 2. Work History Input

- 2.1. The city will provide a list detailing 2018-2019 construction projects (the more detailed the list, the more detailed the input into PAVER). Consultant will organize the list and add necessary fields in order to properly input into PAVER. Each project will be mapped, so that parameters can be verified in the field.

Task 3. Field Inspections

- 3.1. TR Consulting will inspect all managed roadways within Zone 1. There are roughly 1150 sections to inspect per zone. The number of inspected sample units per section will follow the ASTM 6433 standard. Additional sample units will be added when necessary to reflect the condition of the section. Tablets will be used in the field to enter inspection data and to pinpoint locations of inspected sample units. Two pictures of each sample units will be taken, along with a georeferenced point shapefile showing exactly where the picture was taken.
- 3.2. While inspecting Zone 1, the consultant will notate whether each section has crack sealing (if crack sealed, will specify condition of crack seal). This will help the Gillette with localized maintenance efforts.
- 3.3. As mentioned in 2.1, the consultant will verify each of the completed construction projects in the field. This will allow the consultant to ensure that the lengths/widths, To's/From's and all physical properties are accurate and that no significant deficiencies are found within the newly constructed areas.

Task 4. Field Adjustments Within PAVER

4.1. TR Consulting will make all necessary field edits in GIS and the PAVER database accordingly. The field edits will be tracked within PAVER and comments will be made to explain how/why the section was adjusted.

Task 5. Update Prediction Models

5.1. TR Consulting will use historical inspection data and all the collected inspection data from Zone 1 to update the already established Prediction Models. Also, the consultant will verify that all data is properly linked within the PAVER database.

Task 6. Condition Reports

6.1. Establish a brief report summarizing the work completed, showing the inspection results, maps of work history and screen shots of prediction models.

6.2. Generate a PCI Condition Report that compares the 2016 inspection data to the 2019 inspection data. This table will also show the individual deterioration rate of each inventoried section.

6.3. Submit an electronic copy of all PDF Files, PAVER Database, Shapefiles and pictures in a Final Deliverables Folder which will be delivered via GoogleDrive.

Period of Services

All work will be completed before December 31st, 2019 (weather and contracting dependent).

Cost of Services

Task	Amount
Task 1: PAVER Update	\$3,500
Task 2: Work History Input	\$5,300
Task 3: Field Inspections	\$41,500
Task 4: Field Adjustment Within PAVER	\$5,000
Task 5: Update Prediction Models	\$3,500
Task 6: Condition Report	\$5,000
Grand Total	\$63,800