



INBERG-MILLER ENGINEERS

Quality Solutions Through Teamwork

October 9, 2019

Mr. Steven Peterson, PE
City of Gillette
Department of Engineering
201 E. 5th Street
Gillette, Wyoming 82716

RE: Owner Engineer Agreement for Engineering Services for the **2020 Alley PMS Project, City Project No. 20EN05, Design and Bidding Services**

Dear Sirs:

Inberg-Miller Engineers proposes to render professional engineering services for the **2020 Alley PMS Project, City Project No. 20EN05** (hereinafter called the "Project"). Our services will consist of **Design and Bidding** as set forth in the Owner Engineer Agreement and as amended and supplemented in **Exhibits A, B, C, and D**. We will also furnish such Additional Services as you may request.

Payment for our services will be in accordance with the following:

An amount equal to our work hours times our standard hourly rate plus subcontractors shall not exceed **\$15,985.00** without an approved contract amendment.

We will bill you monthly for services and reimbursable expenses. We would expect to start our services promptly after receipt of your acceptance of this proposal. The time periods for the performance of our services are set forth in Exhibit B of the Owner Engineer Agreement. We appreciate the opportunity to work with the City of Gillette.

Respectively Submitted,

Gerald Williams, P.E.
Gillette Office Manager

Attached: Owner Engineer Agreement

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of November 5, 2019 ("Effective Date")
between

City of Gillette ("Owner")

and

Inberg Miller Engineers ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

2020 Alley PMS, Project No.20EN05 ("Project").

Engineer's Services under this Agreement are generally identified as follows:

Design and Bidding

Attached "Exhibit A – Scope of Services", "Exhibit B – Project Schedule", "Exhibit C – Further Description of Basic Engineering Services", "Exhibit D.1 – "Schedule Of Fees & Available Services" and "Exhibit D.2 - Estimated Design and Bidding Costs" are made a part of this contract.

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period: See attached Exhibit B - Project Schedule

2.01 Payment Procedures

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's
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invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
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- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
 - C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
 - D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
 - E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
 - F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
 - G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of
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the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
 - 1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employee's times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.
 - 2. Engineer's Standard Hourly Rates are attached as Exhibit D.1.
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3. The total compensation for services and reimbursable expenses is estimated to be **\$15,985.00**.
 - B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.
- 7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Exhibit D.1.
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Attachments:

Exhibit A – Scope of Services

Exhibit B – Project Schedule

Exhibit C – Further Description of Basic Engineering Services

Exhibit D.1 – Professional Services Fee Schedule

Exhibit D.2 - Estimated Design and Bidding Costs

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By: _____

Title: Mayor

Date Signed: _____

Attest: _____

(City Clerk)

Address for giving notices:

City of Gillette

201 E. 5th Street

Gillette WY, 82716

ENGINEER:

By: _____

Title: _____

Date Signed: _____

Engineer License or Firm's Certificate

Number: 8421

State of: Wyoming

Address for giving notices:

Inberg Miller Engineers

1300 E. HWY 14-16

Gillette WY 82716

EXHIBIT A

2020 Alley PMS

SCOPE OF SERVICES

Design and Bidding Services

1. PROJECT: The work will involve the following:

1. Design and bidding the 2020 Alley PMS Project. The project includes the reconstruction of the alley between S. Warren Ave. and S. Ross Ave. from 3rd Street to 4th Street (approx. 310 LF).

2. SCOPE OF WORK: Provide professional engineering services to the City of Gillette. Design and bidding services will be provided. The work will proceed through the following steps:

2. A. Design - Bring the completed design of the project to construction. Inberg-Miller Engineers will provide design plans that will include finish design details (pavement plan and profile, thickness, drainage), quantities, general information, and detail sheets. A project manual including bid requirements, bid documents, design specifications, bid items, and special provisions will also be generated.

2. B. Public Bid Services - Inberg-Miller Engineers will provide electronic PDF documents and 5 sets of 11" x 17" plans and specifications. Additionally, provide the advertisement, be available for bidder's questions, provide any addenda, bidder lists, bid tabulations, assist in the review of bid submittals and provide a bid recommendation.

EXHIBIT B

2020 Alley PMS

PROJECT SCHEDULE

SCHEDULE: The following schedule is **proposed**, assuming that the consultant would be given a notice to proceed on or about November 5th, 2019:

Activity	Start	End
Proposal Phase	10/7/19	11/5/2019
Preliminary Design Phase	11/5/2019	12/6/2019
Final Design Phase	12/9/2019	12/20/2019
Final Design & Spec. Review	12/23/2019	1/3/2019
Revisions & Prepare Bid Documents	1/6/2019	1/17/2019
Advertise	1/24/2020	2/07/2020
Bid Opening, City Council Award	2/12/2020	3/03/2020

EXHIBIT C

2020 Alley PMS

FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES

Preliminary Design Phase - Completed by December 6, 2019.

- 1- Provide field survey of improvements for plan view representation.
- 2- Prepare and provide 50% completed bid documents to Owner.
- 3 - Provide design calculations.
- 4 - Provide an estimate of the construction costs.
- 5 - Review preliminary bid documents with owner.

Final Design Phase - Completed by December 20, 2019.

- 1 - Complete the design as per owner input from preliminary review.
- 2 - Provide five (5) sets of 90 % final bid documents.
- 3 - Provide an estimate of the construction costs.

Final Revision & Bid Documents Prepared - Completed by January 17, 2020

- 1 - Provide Five (5) sets of bid documents and additional services as outlined in Exhibit A.

Bidding Phase - Completed by February 14, 2020

- 1 - Be available for bidder's questions, provide any addenda, bidder lists, bid tabulations, assist in the review of bid submittals and provide a bid recommendation.



INBERG-MILLER ENGINEERS

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Exhibit D.1

SCHEDULE OF FEES & AVAILABLE SERVICES

EFFECTIVE JULY 1, 2019

PERSONNEL

Project Support/Administration	\$75.00 /Hour
Engineering Technician/Survey Technician I-II	\$75.00 to \$85.00 /Hour
CAD Drafting Technician	\$100.00 /Hour
Staff Engineer/Scientist I-II.....	\$85.00 to \$100.00 /Hour
GPS Technician/Party Chief I-II.....	\$90.00 to \$100.00 /Hour
2-Person Survey Crew	\$145.00 /Hour
Drilling Manager	\$100.00 /Hour
Project Manager I-II	\$100.00 to \$125.00 /Hour
Professional Land Surveyor I-II	\$125.00 to \$150.00 /Hour
Professional Engineer/Scientist I-III	\$125.00 to \$175.00 /Hour
Principal	\$180.00/Hour

VEHICLE

Vehicle.....	\$8.00 /Hour	\$50.00 /Day, plus \$1.00 /Mile*
One-Ton Flat Bed Truck	\$10.00 /Hour	\$60.00 /Day, plus \$1.50 /Mile*
Drill Rig		\$2.30 /Mile*

*** Fuel Surcharge:** Mileage rate is based on fuel prices as of July 2019 (Source: wyominggasprices.com). If fuel prices increase over 10% from July 2019 rates, the percentage of increase will be added to all mileage rates.

EXPENSES

Additional Hard Copies of Bound Reports (Less Than 100 Pages).....	\$35.00 /Copy
Motel, Meals, Per Diem, Prints, Postage, Equipment Rental, Photocopies, and Other Miscellaneous Supplies	Direct Expense, Plus 10%
Subconsultant Services Secured with Client's Approval	Direct Expense, Plus 15%
All Other Equipment and Materials Not Listed	BY QUOTATION

NOTES:

- All field charges begin at the time of departure and terminate at the time of return to the point of origin and/or place of lodging while away from the principal office, less time off for the convenience of the personnel.
- At client's request, or convenience, an overtime rate of 1.5 times personnel rate will be applied when services are required before 7:00 AM and after 7:00 PM weekdays and for all hours on weekends, and 2.0 times for any holidays.
- **Inberg-Miller Engineers will prepare an estimated budget for services based upon client's detailed scope of services, if requested. Please be informed that project management and project support costs are a necessary part of any services provided. Final invoiced amounts may vary from estimated amounts depending on variations in scope, time of performance, and/or changes in anticipated conditions. Any items not specifically listed are by quotation.**

Payment is due upon presentation of invoice and is past due 30 days from invoice date. A finance charge of one and one-half (1½) percent per month, or the maximum rate allowed by law, will be assessed against the unpaid balance. All credit card transactions will be assessed a 4% surcharge.

124 East Main Street Riverton, WY 82501 307-856-8136 307-856-3851 (fax) riverton@inberg-miller.com	1120 East "C" Street Casper, WY 82601 307-577-0806 307-856-3851 (fax) casper@inberg-miller.com	350 Parsley Boulevard Cheyenne, WY 82007 307-635-6827 307-856-3851 (fax) cheyenne@inberg-miller.com	1300 E. US Hwy 14-16 Gillette, WY 82716 307-682-5000 307-856-3851 (fax) gwilliams@inberg-miller.com	804 E. Richards St. Douglas, WY 82633 307-359-7000 307-856-3851 (fax) egraney@inberg-miller.com	193 W. Flaming Gorge Way Green River, WY 82935 307-875-4394 307-856-3851 (fax) greenriver@inberg-miller.com
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CIVIL ENGINEERING.....BY QUOTATION

- Highway Design, Street Design, Grading and Drainage Design
- Solid Waste Planning; Landfill, Baler, and Transfer Station Design and Permitting
- Water System Design, Sanitary Sewer Design, Storm Sewer Design
- Irrigation and Drainage Design, Hydrologic and Hydraulic Analysis
- Residential and Commercial Subdivision Design
- Site Design for Commercial Developments and Schools
- Spill Prevention Control and Countermeasure (SPCC) Plans
- Stormwater Pollution Prevention (SWPPP) Plans
- Mine Permitting and Mine Reclamation Design
- Construction Contract Administration and Construction Observation

GEOTECHNICAL ENGINEERING.....BY QUOTATION

FIELD SERVICES

- Subsurface Exploration, Contract Drilling, Direct Push Exploration, Rock Coring
- Drilling and Sampling (Small, Medium and Large Diameter Test Borings)
- Foundation Analysis and Design Recommendations
- Earth Dam & Reservoir Design and Reconnaissance, Slope Stability Analysis
- Explorations for Roadway; Borrow Sources and Aggregate Sources on Highway Construction
- Monitor Well Installation, Development, Purging, Sampling, Abandonment
- Field Sampling and Testing of Soil, Groundwater, and Air
- Ground Water Pumping/Drawdown Tests, Permeability/Density of In-Place Soil

LABORATORY SERVICES

- Moisture-Density Relations of Soils, Particle Size Analyses, Soil Index Tests
- Soil Classification, Strength Tests, Volume Change, California Bearing Ratio Test
- Triaxial Shear Strength Tests, Permeability Tests, Corrosivity Tests (Soil)
- Analytical Testing of Soil and Ground Water Samples, Packaging and Handling of Samples
- Mobile Laboratory
- Concrete and Asphalt Mix Designs

CONSTRUCTION MATERIALS TESTING AND OBSERVATION.....BY QUOTATION

FIELD AND LABORATORY SERVICES

- Soils/Aggregates, Portland Cement Concrete and Asphalt Concrete
- International Building Code (IBC) Special Inspection: Reinforced Concrete, Spray Applied Fire Proofing, Structural Masonry Inspection and Structural Steel

ENVIRONMENTAL ENGINEERING.....BY QUOTATION

- Solid Waste Disposal Design and Permitting
- Categorical Exclusions, Phase I, II, and III Site Assessments, Extent of Contamination Studies
- Soil and Groundwater Remediation Systems Design and Implementation
- Monitor Well Installation, Development, Purging, Sampling, and Abandonment
- Field Sampling and Testing of Soil, Groundwater, and Air
- Geologic Cross-Sections, Contaminant Isoconcentration Maps
- Asbestos, mold and lead-based paint sampling

LAND SURVEYING.....BY QUOTATION

- PROPERTY SURVEYS: Subdivision Platting and Mapping, Farm/Ranch Surveys, Cadastral Surveys, Boundary Retracement
- ENGINEERING SURVEYS: Topographic Surveys, Highway, Street, and Road Design Surveys, River and Flood Plain Cross-Sections
- UTILITY SURVEYS: Preliminary, Construction, and As-Built Surveys for Cross-Country Pipelines and Power Transmission Lines
- CONSTRUCTION SURVEYS: Highways, Utilities, Bridges
- MISCELLANEOUS: Mine Reclamation Surveys, Water Rights, Mining Claims
- ALTA/ACSM Land Title Detailed Property Surveys
- UAV SERVICES: Insurance damage claims, real estate, advertising and marketing, surveying, aerial inspections (including but not limited to)



Exhibit D.2

Inberg Miller Engineers

Estimated Design & Bidding Costs

City Of Gillette: 2020 Alley PMS - City Project No. 20EN05

Task		Project Engineer (PE)	Staff Engr. 2	Staff Engr. 1	CAD Drafting	Surveyor 2	Project Support	Cost
Preliminary Design Phase								
Start Up / Miscellaneous		5					4	\$ 925.00
Meetings		2		1				\$ 335.00
Records / Locates		2		1		1		\$ 420.00
Field Work		5		7		6		\$ 1,730.00
Base Map & Drawings		5		2	30			\$ 3,795.00
Design / Planning		6		3				\$ 1,005.00
Specifications		5		3				\$ 880.00
Cost Estimate		3		1				\$ 460.00
Review		3						\$ 375.00
Final Design Phase								
Drawings		4		2	15			\$ 2,170.00
Contract Documents		4		2				\$ 670.00
Cost Estimates		2		1				\$ 335.00
Review		2						\$ 250.00
Bidding Phase								
Meetings / Phone		5		3				\$ 880.00
Addendums / Bid Tabs		5		3				\$ 880.00
Total Hours		58	0	29	45	7	4	143
Hourly Rate		\$ 125.00	\$ 100.00	\$ 85.00	\$ 100.00	\$ 85.00	\$ 75.00	

Costs = \$ 15,110.00

Reimbursable Expenses	
Misc. Expenses	\$100
Copies	\$100
Geotech	
Travel	\$225
GPS/Survey Equipment	\$300
5 Sets of 11 x 17 Plans	\$150

(none needed if no sewer work)
(15 hrs. @ \$15/hr.)
(6 hrs. @ \$50/hr.)

Total Reimbursable Cost = \$875

Total Estimated Cost = \$ 15,985.00