

2/19/19

RESOLUTION NO. 2019- 52

A RESOLUTION ACCEPTING AND APPROVING A WORK ORDER AGREEMENT FOR PROFESSIONAL SERVICES WITH JFC ENGINEERING SURVEYORS, IN THE AMOUNT OF \$111,000.00, AND AUTHORIZING TIMOTHY A. KAUMO., AS MAYOR, AND MATTHEW L. MCBURNETT, AS CITY CLERK, TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF ROCK SPRINGS.

WHEREAS, JFC Engineering Surveyors presented to the City of Rock Springs a Work Order Agreement for Professional Services for the Interchange Road Utility Plans – I-80 Interchange project in the amount of \$111,000.00; and,

WHEREAS, the Governing Body of the City of Rock Springs has said agreement before it and has given it careful review and consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ROCK SPRINGS, STATE OF WYOMING:

Section 1. That the Work Order Agreement for Professional Services for the Interchange Road Utility Plans – I-80 Interchange project, with JFC Engineering Surveyors, attached hereto and by this reference made a part hereof, is hereby accepted and approved by the Governing Body of the City of Rock Springs, Wyoming.

Section 2. That the Mayor of said City be, and he is hereby, authorized, empowered and directed to execute said agreement on behalf of said City; and that the City Clerk of said City, be and he is hereby, authorized and directed to attach to said agreement a certified copy of this Resolution.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
President of the Council

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk



PO Box 2026  
Rock Springs, WY 82902  
Phone (307) 362-7519  
Fax (307) 362-7569

9 April 2019  
JFC Project No. 10148-19E

Mr. Paul Kauchich  
Director of Public Services & Engineering  
City of Rock Springs  
212 D Street  
Rock Springs, WY 82902

**Subject: Professional Services**

Dear Mr. Kauchich,

Attached is JFC's Work Order Agreement for the services requested. If acceptable, please sign and date where indicated and return to our office as soon as possible via e-mail, fax, or mail. Please be aware that work will not commence on the project until we have received the signed Work Order Agreement.

JFC sends invoices to clients on a monthly basis. If payment is not received in a timely manner, work will cease until payments are received. As a result, this may impact internal schedules, external submittal dates, and timelines.

Please note that the Work Order Agreement is not an invoice; invoice(s) will follow. Also, please be aware that a 3% fee of the invoice total will be applied if you choose to pay with a credit card.

Thank you for your cooperation in this matter. Please call if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Daniel R. Kennedy', written in a cursive style.

Daniel R. Kennedy, PE  
Project Manager/Principal

Enclosure



PO Box 2026  
 Rock Springs, WY 82902-2026  
 Phone 307-362-7519  
 Fax 307-362-7569

**WORK ORDER AGREEMENT**

**PROJECT DATA**


Project ID:	10148-19E	Project Manager:	Daniel R. Kennedy	Date:	4/9/2019
Project Description:	Interchange Road Utility Plans - I-80 Interchange				
Project Scope:	Provide professional services in accordance with JFC's proposal dated 4/05/19.				
Project Location:	Rock Springs, WY				
Section:		Township:		Range:	
Subdivision:		Lot:		Block:	
			Ordered By:	Mr. Paul Kauchich	
Approx Start Date:	4/18/2019	Approx Completion Date:	10/31/2020		

**CLIENT DATA**

Client:	City of Rock Springs				
Billing Address:	212 D Street				
City:	Rock Springs	State:	WY	Zip:	82901
Phone:	(307) 352-1541				
Billing Attention:	Paul Kauchich	Email:	paul_kauchich@rswy.net		

**BILLING DATA**

Client PO:					
Billing Type:	<input type="checkbox"/> Hourly	<input checked="" type="checkbox"/> Not to Exceed	\$111,000.00	<input type="checkbox"/> Fixed Fee	

Signature of JFC Representative 

I have reviewed and verified the accuracy of the above information. I agree to the terms and conditions listed on the back and acknowledge receipt of a complete copy of this agreement.

Signature of Client: \_\_\_\_\_ Date: \_\_\_\_\_

Title (if applicable): \_\_\_\_\_

## AUTHORIZATION TO PROCEED AND ACCESS TO PROJECT

1. Client acknowledges, that by executing this agreement, he authorizes JFC Engineers & Surveyors (Company) to perform the work and provide the services set forth on page 1 hereof. Client understands page 1 provides a general synopsis of the work and services to be provided and performed by the company and is not a detailed listing of the same. Further Client recognizes that in performing the service and work outline on page 1, it may be necessary for the Company to obtain services of other professionals, subcontractors, or independent contractors. Client agrees it will be obligated to render payment for the services of these third parties and will be billed for other work as a part of this contract. Client hereby grants Company, its agents, officers, employees and subcontractors any and all access to the work or construction job site necessary to perform the labor and services outlined on page 1 hereof.

## OWNERSHIP OF DOCUMENTS

2. All documents and electronic files, including but not limited to, drawings, plans, specifications and reports prepared by the Company under this agreement, are the property of the Company. They have or will be prepared for the specific use of Client for his designated employees, agents, contractors, or subcontractors, in connection with the performance of construction, development, or other work upon the described real property. The said documents and electronic files are not intended or represented to be suitable for reuse by the Client or others on extensions of this project or other projects. In the event Client shall use the stated documents or deliver the same to a third party for use upon extensions of the project, or other related or unrelated projects without first obtaining written consent of the Company, Client agrees to indemnify the Company from any and all liability, loss or damage Company may suffer as a result of claims, demands, costs, including reasonable attorneys' fees or judgments against it arising from the above stated unauthorized use of the documents and electronic files.

Differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the signed documents prepared by the Consultant and electronic files, the signed or sealed hard-copy documents shall govern.

## OPINION OF PROBABLE CONSTRUCTION COSTS

3. Client agrees the Company has no control over the cost of labor, materials or equipment, contractors method of determining prices or competitive bidding or market conditions. Therefore, any opinions of probable construction costs provided for in connection with the work referenced herein are to be made on the basis of its experience and qualifications. The opinions represent its best judgment as design professionals, familiar with the construction industry. However, the Company cannot and does not guarantee that proposals, bids, or construction costs will not vary from the opinions or probable costs prepared by it. If the Owner wishes greater assurance as to the surveying and design costs, he shall employ an independent estimator.

## JOB SITE SAFETY

4. Client acknowledges the Company shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures implemented by the contractors and/or subcontractors. Further, the Company shall not be responsible for the safety precautions and programs used by the contractors and subcontractors in connection with the work nor for the acts or omissions of the contractors, subcontractors or any other persons performing the work, or for the failure of any of them to carry out the work in accordance with the contract documents.

## AS-BUILT DOCUMENTS

5. If the scope of the services as defined on page 1 includes the preparation of as-built documents, the Company shall, at the completion of the work, compile for and deliver to the Owners, a set of as-built documents conforming to the construction records of the contractor as provided to the Company. This set of documents shall consist of the corrected specifications and plans showing the reported location of the work. While the information submitted by the contractor and incorporated by the Company into the record is assumed to be reliable, Client agrees as against the Company, to waive any claims or causes of action for errors, omissions, or inaccuracy which occur as the result of improprieties found in the as-built documents.

## PARTIAL PROFESSIONAL SERVICES

6. If the scope of services, as defined, provides for only design services without construction review or observation, then the Client agrees that the professional services of the Company will not extend to or include the review or site observation of the contractor's work or performance. It is further agreed that the Client will defend, indemnify, and hold harmless the Company from any claim or suit whatsoever including, but not limited to, all payments, expenses or costs involved, arising from or alleged to have arisen from the contractor's performance or the failure of the contractor's work to conform to the design intent and contract documents. The Company agrees to be responsible for its own or its employees' negligent acts, errors, or omissions.

## PAYMENT OF FEES

7. Client, and any other individual signatory, hereby agrees to pay or otherwise discharge all monthly charges assessed by the Company on or before the 20th day after the date of invoicing. Should the monthly charges not be paid on or before the 30th day following the date of invoicing then it is agreed Client shall be assessed and pay a finance charge of 1.5 PERCENT PER MONTH OR EIGHTEEN PERCENT (18%) PER ANNUM, computed from the 31st day following the date of invoicing until the date of full payment of the principal sum and applicable finance charges due upon the monthly invoice. In the event the Company must engage in collection activities to obtain any monies due on any monthly invoice, Client agrees to be obligated for all costs of collection, including but not limited to, reasonable attorneys' fees and court costs. In addition to the foregoing, if payment upon any invoice is not received on or before the 30th day following the date of invoice, the Company shall have the right to cease the performance of any work under the terms of this contract. Client agrees that should the Company exercise its right, it waives any and all claims of damage for breach of contract, loss of income or penalty resulting from the acts of the Company in this regard.

## TERMINATION OF AGREEMENT

8. This agreement may be terminated by either party within 10 days of the execution hereof, subject to the condition that if Company has performed any services within said 10 day period, Client shall reimburse Company for said services in accordance with the fee schedule provided herein, prior to termination. If this agreement is not terminated within the said 10 day period, it may only be terminated with the written approval of all parties signatory.

## CONTINUING OBLIGATION

9. This contract shall be binding upon the heirs, successors and assigns of the parties signatory.

## COMPLETE AGREEMENT

10. Any additions or deletions or alterations of this agreement must be made in writing and accepted in writing by both parties.

## LIMITATION OF LIABILITIES

11. The Client agrees to limit the Company's liability to the Owner on the project for Company's negligent acts, errors, or omissions to the aggregate sum of Fifty Thousand Dollars (\$50,000.00) or the Company's total fee for services rendered on this project, whichever is greater.



PO Box 2026  
Rock Springs, WY 82902  
Phone (307) 362-7519  
Fax (307) 362-7569

5 April 2019  
JFC Project No. 10148-19E

Mr. Paul Kauchich  
City of Rock Springs  
212 D Street  
Rock Springs, WY 82901

**Subject: Proposal for Professional Services  
Interchange Road Utility Plans**

Dear Mr. Kauchich:

JFC Engineers & Surveyors (JFC) is pleased to submit this Proposal for Professional Services associated with the Interchange Road Utility Plans in coordination with WYDOT's I-80 Interchange Project. It is our understanding that the Project will include the rerouting of waterlines around the proposed UPRR bridge crossing and the relocation of the reclaimed water-irrigation from the sanitary sewage treatment plant. The irrigation line reroute will be north of the treatment plant and will cross Bitter Creek to keep the line on the west side of Interchange Road. This Project also includes the installation of casing at various locations. The construction plans and the technical specifications will be included in the WYDOT Construction Plan Set. JFC will provide design-field surveying, engineering design, a WYDEQ Permit to Construct, project administration, construction inspections, and as-built plans.

#### **Scope of Work**

JFC will perform the following services:

- **Design-Field Surveying**  
JFC will provide design-field surveying, expanding the area that WYDOT has surveyed to provide data for the area of the utility rerouting.
- **Engineering Design**  
JFC will prepare construction drawings and technical specifications to be included in the WYDOT construction documents. This scope of work will include providing the engineering design on the water line, modeling coordination with the Joint Powers Water Board, and outlining the construction requirements for waterline tie-in to maintain water service. The Wyoming Public Works Standard Specifications will be utilized with supplemental specifications. JFC will provide plans for review and attend review meetings.
- **WYDEQ Permitting**  
JFC will prepare an engineering design report for the water system modifications to obtain a WYDEQ Permit to Construct. If necessary, JFC will include the reclaimed-irrigation waterline in the WYDEQ Permit to Construct.
- **Project Administration**  
JFC will review construction materials submittals to confirm that materials meet the contract documents.

- **Construction Inspections**

JFC will provide construction inspections throughout the duration of the Project. The inspections that are required include full time inspection during the installation of the waterline and the reclaimed-irrigation line. This scope is dependent on the contractor's construction time frame. JFC's proposal assumes eleven weeks of construction inspection at 40 hours per week and 440 hours of field time.

- **As-Built Plans**

JFC will prepare As-Built Plans from the Construction Plan redline changes made throughout construction. JFC will provide an electronic copy of the As-Built Plans in pdf format, along with an AutoCAD dwg files and GIS shape files for the waterline and irrigation line. JFC will provide five (5) hard copies of the As-Built Plans.

**Professional Fees**

JFC's Estimated Fees for the Project are outlined below. These fees are based on JFC's 2019 Schedule of Rates, Fees.

• <b>Design-Field Surveying</b>	<b>\$ 8,000.00</b>
• <b>Engineering Design</b>	<b>\$ 24,500.00</b>
• <b>WYDEQ Permitting</b>	<b>\$ 8,000.00</b>
• <b>Project Administration</b>	<b>\$ 3,500.00</b>
• <b>Construction Inspection</b>	<b>\$ 63,000.00</b>
• <b>As-Built Plans</b>	<b>\$ 4,000.00</b>

**Total Professional Fees: \$ 111,000.00**

This Proposal does not include construction surveying, as-built surveying, or construction materials testing. A proposal to provide these services can be provided if requested or required. The cost for providing professional services, requested or required beyond the Scope of Work as stated in this Proposal, will be billed at time and materials in accordance with the attached JFC's 2019 Schedule of Rates, Fees, and Charges.

We thank you for the opportunity to submit this Proposal and we look forward to working with you on the Project. Should you have any questions or need additional information, please do not hesitate to contact our office.

Sincerely,



Daniel Kennedy, PE  
Project Manager

Enclosure



PO Box 2026  
 Rock Springs, WY 82902  
 Phone (307) 362-7519  
 Fax (307) 362-7569

## SCHEDULE OF RATES, FEES, AND CHARGES

Effective 1 January 2019 – 31 December 2019

### ENGINEERING

Principal.....	\$160.00/hr.
Project Manager / Senior PE.....	\$132.00/hr.
Registered Professional Engineer II.....	\$122.00/hr.
Registered Professional Engineer I.....	\$111.00/hr.
Professional Geologist.....	\$110.00/hr.
Engineer Intern/Staff Engineer/Certified Weld Inspector.....	\$103.00/hr.
Field Engineer II / Geologist II.....	\$ 88.00/hr.
Field Engineer I / Geologist I.....	\$ 84.00/hr.
Technician III.....	\$ 84.00/hr.
Technician III Overtime.....	\$105.00/hr.
Technician II.....	\$ 74.00/hr.
Technician II Overtime.....	\$ 92.50/hr.
Technician I.....	\$ 62.00/hr.
Technician I Overtime.....	\$ 77.50/hr.
Laboratory Testing Technician.....	\$ 56.00/hr.

### SURVEYING

Principal/Professional Land Surveyor.....	\$160.00/hr.
Professional Land Surveyor.....	\$122.00/hr.
Land Surveyor Intern / Staff Surveyor.....	\$103.00/hr.
Party Chief.....	\$ 98.00/hr.
Survey Crew Technician.....	\$ 72.00/hr.
Drone Pilot.....	\$122.00/hr.
Drone Spotter.....	\$ 72.00/hr.

*Note: Survey crew rates include personnel and normal equipment. Vehicle expenses and specialized equipment are additional.*

### EXPERT WITNESS

Consultant for Expert Witness.....	\$190.00/hr.
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### SUPPORT PERSONNEL

GIS Technician.....	\$103.00/hr.
Drafter/CAD III.....	\$ 95.00/hr.
Drafter/CAD II.....	\$ 71.00/hr.
Drafter/CAD I.....	\$ 60.00/hr.
Construction Site Representative III.....	\$ 93.00/hr.
Construction Site Representative II.....	\$ 79.00/hr.
Construction Site Representative I.....	\$ 69.00/hr.
Clerical:	
Administrative Professional II / Technical Editor.....	\$ 70.00/hr.
Administrative Professional I.....	\$ 60.00/hr.

- Stipulated rates include fringe benefits, overhead, and profit.
- An additional rate of 1.25 times the rate stipulated above shall be charged for work requested by Client over eight hrs./day on holidays or on weekends to cover payroll and payroll related charges incidental to overtime pay.
- An additional rate of 1.5 times the rates shall be charged for rush services.
- All hourly rate charges begin within the hour of departure and terminate at the hour 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.
- Lump Sum Fee or other arrangements may be negotiated based upon a *detailed* Scope of Services.
- An annual escalation rate will be applied to rates shown on multi-year contracts.

## EQUIPMENT EXPENSES

### VEHICLES:

Four-Wheel Drive / Survey Vehicle.....	\$20.00/hr.
Mileage: Four-Wheel Drive/Survey Vehicle ( <i>subject to change without notice</i> ).....	IRS Rate \$0.58/mile
ATV's with Trailer .....	\$200.00/day
Snow Machine with Trailer .....	\$200.00/day
Boat.....	\$250.00/day

### SPECIALIZED EQUIPMENT:

Digital Level .....	\$ 60.00/hr.
Electronic Total Station / Data Collection.....	\$ 65.00/hr.
Electronic Total Station/SX10 Scanner.....	\$ 90.00/hr.
GPS Survey System .....	\$ 65.00/hr.
Pipeline Locator .....	\$ 30.00/hr.
Pipe / Cable Locator.....	\$ 90.00/hr.
UAV/Drone .....	\$ 90.00/hr.
Aerial Mapping / LiDAR / Imagery .....	<i>Pricing available upon request.</i>

## REIMBURSABLE EXPENSES

All incidental expenses (such as telephone, photographs, copies, plots, etc.) are included in fees shown above. Any extensive documents, expenses, or costs of special maps, special survey supplies, and other similar items required for the execution of a project will be billed at ..... **Direct Expense + 10%**

Subconsultant Services .....

**Direct Expense + 15%**

Per Diem for personnel required for lodging away from the principal office:

Meal Per Diem..... Direct Expense + 10%

Lodging and Board..... Direct Expense + 10%

Travel Mileage (*subject to change without notice*) ..... IRS Rate \$0.58/mile

## CERTIFIED LAND CORNER RECORDATION

Processing and Filing Fee .....\$20.00/each

## SURVEYING SUPPLIES PRICE LIST

Field Staking Supplies (units of 10 – 1-unit minimum).....	\$25.00/unit
Lot/Property Corners (with accessories) .....	\$15.00/corner
Berntsen / BLM Type Corners (with accessories).....	\$90.00/corner

**Note:** Field staking supplies include items such as nails, stakes, lath, flagging, paint, etc. Rebar/caps and fence posts are also included in nominal quantities per unit. Substantial supplies or special supplies will be charged at Direct Cost +10%.