

Alpine Town Council

6-21-10

All I want is for you to consider changing the office & apt. (345 Meadowside) to one service. I mis understood at the last meeting that we weren't supposed to pay the bill because I thought it would be resolved the next month one way or another.

If you could help me out I would appreciate it. Let me know what you decide.

Thanks

Linda Kilroy

Kilroy Family By Pass Trust

6-21-10

WORK RELEASE NO. 2010-1 COVER SHEET

TOWN OF ALPINE, THREE RIVERS MEADOWS WATER SYSTEM
IMPROVEMENT PROJECT

TOWN OF ALPINE
P.O. Box 3070
Alpine, WY 83128

EXECUTION AND EFFECTIVE DATE

This Work Release No. 2010-1 has been executed by the duly authorized representatives of the parties and shall be effective as of the date of execution by CLIENT.

ENGINEER

CLIENT

SUNRISE ENGINEERING, INC.

TOWN OF ALPINE:

By: 

By: 

Name: Jason J. Lindrod

Name: Victoria DeCora

Title: Service Center Manager

Title: Mayor

Date: 7-6-10

Date: 7-6-2010

WORK RELEASE NO. 2010-1

This Work Release is entered into by and between TOWN OF ALPINE (CLIENT) and SUNRISE ENGINEERING, INC. (ENGINEER).

RECITAL

Pursuant to Article 1 of the Agreement for Engineering and Technical Services, dated 13 January, 2009, hereinafter referred to as the "Agreement", CLIENT and ENGINEER desire to identify certain work and service to be performed by ENGINEER pursuant to the Agreement. CLIENT intends to retain general engineering services hereinafter referred to as "Project" and for which ENGINEER agrees to perform various professional engineering services.

ARTICLES

It is agreed that ENGINEER will perform the following:

ARTICLE 1. PRELIMINARY ENGINEERING & SURVEYING

ENGINEER shall collect data for the project area to enable design of the project. Engineer shall do the following:

1. Collect data regarding location of existing utilities (culinary water, sewer, power, telephone) from plans and on-the-ground locates (above ground facilities, meter pits, and manholes only). ENGINEER shall not be responsible for the accurate location of these facilities, and this data is only to be used to facilitate design of the water system. The determination of actual locations during construction shall be the responsibility of Contractor.
2. Collect data regarding property locations as can be easily found and identified. This does not require that data for all property corners to be obtained, only as needed in conjunction with recorded plats to enable the location of proposed water services to affected lots.
3. Add collected data to the existing survey data and mapping.

ARTICLE 2. ENGINEERING DESIGN SERVICES

ENGINEER shall provide detail design for the Town of Alpine Three Rivers Meadows Water System Improvement Project which includes replacement of water distribution piping. Engineer shall do the following:

1. With the assistance of CLIENT identify and map the water service locations.
2. Review the mapped service locations with CLIENT prior to developing final plan set.
3. Prepare Detail Drawings of project with Construction Contract Documents, Standard Specifications, and Special Provisions.
4. Submit Drawings and Specifications to DEQ for review.
5. Provide Opinion of Probable Cost.

ARTICLE 3. BIDDING SERVICES

ENGINEER's duties during the bidding phase of the project shall include the following:

ENGINEER shall:

1. Assist CLIENT in obtaining bids or negotiating proposals to complete work outlined in plans, specifications, and contract documents.
2. Prior to bidding, ENGINEER will furnish copies of final drawings, specifications and Contract Documents as required by prospective bidders, material suppliers, and other interested parties, but may charge those parties for the actual cost of such copies.
3. Conduct one pre-bid tour of project area to enable potential bidders to visit project site.
4. Attend bid opening, tabulate bids, make an analysis of bids, assist CLIENT in evaluating bids or proposals, and assemble five sets of contract documents for execution and approval by CLIENT and successful bidder, hereinafter referred to as "Contractor".

ARTICLE 4. CONSTRUCTION SERVICES

ENGINEER shall administer the construction contract such that all reasonable efforts are made to ensure that completed work complies with Contract Documents. Neither ENGINEER nor CLIENT assumes responsibility for construction means, methods, techniques, sequences or procedures, or for safety procedures, precautions and programs employed by Contractor, subcontractor, their employees, or any material suppliers. ENGINEER's undertaking hereunder shall not relieve Contractor's obligation to perform work in conformity with drawings and specifications in a workmanlike manner. ENGINEER does not guarantee Contractor's performance or commitments to CLIENT.

ENGINEER's duties, as agent for CLIENT during construction shall include the following:

1. ENGINEER shall at all reasonable times be available personally, or have available a responsible member of staff to make such interpretations of the intent of drawings and specifications as are necessary to facilitate completion of construction contract. All of CLIENT's instructions to Contractor will be issued through ENGINEER.
2. ENGINEER shall make sufficient periodic visits to the site to familiarize himself with the progress and quality of the work and to determine if the work is proceeding in accordance with Contract Documents. On the basis of his on-site observations as an Engineer, he shall endeavor to guard CLIENT against defects and deficiencies in the work of Contractor. The Project Engineer shall supervise the on-site Observer and shall be present on the project site as needed for liaison with CLIENT or evaluating disputes on construction difficulties which are beyond the Observer's authority to solve.
3. ENGINEER will review Contractor's applications for progress payments and final payment and,

when approved, submit same to CLIENT, Contractor, lenders, and approving agencies as required for approval and payment.

4. ENGINEER shall furnish engineering supervision and full-time construction observation for the project for up to 30 contract days. Such observation shall not relieve CONTRACTOR in any way from his obligations and responsibilities under the Contract. The Observer shall be qualified for the work and his duties shall include but not be limited to:
 - a. Monitor Contractor's work for the purpose of making all reasonable efforts to guard CLIENT against defects and deficiencies in the work of Contractor and to help determine if the provisions of the Contract Documents are being fulfilled.
 - b. Keep a detailed diary of activities taking place and work accomplished on the project, which shall be either turned over to CLIENT or saved by ENGINEER for at least three (3) years after final payment is made by CLIENT to Contractor.
 - c. Issue immediate written memoranda of non-compliance to the Contractor, CLIENT and Project Engineer when the Resident Observer determines Contractor's work to be defective or deficient.
 - d. Report regularly to Project Engineer and keep him advised as to work progress and defects and deficiencies in work of Contractor.
5. ENGINEER shall appraise and approve contractor's certifications of payment and maintain necessary records pertaining thereto for work performed.
6. ENGINEER shall review for conformance with design concept, and approve, if acceptable, any necessary shop and working drawings furnished by Contractor.
7. ENGINEER shall check and make recommendations on all proposals for substitutions.
8. ENGINEER shall, on a timely basis and as needed, prepare and recommend change orders to the Construction Contract for CLIENT's approval and issuance during the course of construction.
9. ENGINEER will make a final review prior to issuance of Statement of Substantial Completion of all construction and submit a written report to CLIENT. Prior to submitting final pay estimate, ENGINEER shall submit a statement of completion to, and obtain written acceptance of, the facility from CLIENT.
10. ENGINEER shall establish the date of substantial completion, require and assemble written guarantees and maintenance manuals of the manufacturers and contractors, and issue the Certification of Substantial Completion and Final Certificate of Payment.
11. ENGINEER shall prepare three sets of "Contract Record Drawings" and specifications and one set of electronic contract record drawings showing details of all construction including changes made during construction process which ENGINEER considers significant.

12. ENGINEER will be available to furnish engineering services and consultations as necessary to correct unforeseen project operation difficulties. This service will include instruction of CLIENT in initial project operation and maintenance, but will not include supervision of normal operation of the system. Such consultation and advice shall be furnished without additional charge except for travel and subsistence cost. ENGINEER will assist CLIENT in performing a review of project during the 11th month after the date of the Certificate of Substantial Completion.

ARTICLE 5. ADDITIONAL ENGINEERING SERVICES

The following engineering services are not included under previous phases, but may be included as part of services rendered under this contract. These services may be provided only UPON WRITTEN AUTHORIZATION OF CLIENT and concurrence by ENGINEER:

1. Laboratory tests, borings, hydraulic measurements or analysis, soils investigations, or other studies recommended by ENGINEER and approved by CLIENT.
2. Searching out property owners and negotiating for land and easement rights, property surveys, property plats, property descriptions, and abstracting above and beyond that required for the original project.
3. Redesigns ordered by CLIENT after final plans have been accepted by CLIENT or after substantial design work has been completed on previously approved design concepts. Redesigns to reduce project cost to within funds available are not considered additional services but are covered under Bidding and Negotiating Phase.
4. Appearances before courts or boards on matters of litigation related to project.
5. Preparation of detailed and bound Operation and Maintenance Manuals for the facilities, beyond those provided by the manufacturers and suppliers.
6. Additional user rate studies.
7. Environmental studies required to obtain environmental clearance from any funding agency or government agency.

ARTICLE 6. COMPENSATION

CLIENT agrees to compensate ENGINEER for his services as follows and which payments shall be considered complete compensation for all engineering services outlined in the respective sections of this agreement. ENGINEER will submit monthly-itemized billings for this work, which will be due and payable within thirty (30) calendar days of receipt thereof by CLIENT.

1. **PRELIMINARY ENGINEERING & SURVEYING (ARTICLE 1)**

CLIENT agrees to compensate ENGINEER for all Preliminary Engineering & Surveying outlined in Article 1 based upon hourly rates and costs set forth in Exhibit A of this Work

Release; however, the total compensation shall not exceed Three Thousand, Five Hundred Dollars (\$3,500).

2. ENGINEERING DESIGN SERVICES (ARTICLE 2)

CLIENT agrees to compensate ENGINEER for all Engineering Design Services outlined in Article 2 for the total lump sum of Twelve Thousand, Eight Hundred Dollars (\$12,800).

Compensation for the Design phase shall be payable as follows:

- a) A sum which equals that portion of the total lump sum amount which is prorated according to the percent complete of each phase of the work.

3. BIDDING SERVICES (ARTICLE 3)

CLIENT agrees to compensate ENGINEER for all services described in Article 3 Bidding Services under this Work Release based upon hourly rates and costs set forth in Exhibit A of this Work Release; however, the total compensation shall not exceed Two Thousand, Five Hundred Dollars (\$2,500).

4. CONSTRUCTION SERVICES (ARTICLE 4)

CLIENT agrees to compensate ENGINEER for all services described in Article 4 Construction Services under this Work Release based upon hourly rates and costs set forth in Exhibit A of this Work Release. The budget which shall not be exceeded, without written authorization of CLIENT, shall be Seventeen Thousand, Eight Hundred Dollars (\$17,800).

5. ADDITIONAL ENGINEERING SERVICES (ARTICLE 5)

Only upon prior authorization of CLIENT shall the tasks specifically outlined herein be performed. When authorized and upon completion, CLIENT agrees to compensate ENGINEER for actual charges at hourly rates plus direct expenses shown on the attached billing rates for all services described under this section. ENGINEER will submit monthly-itemized billings for this work which will be due and payable within thirty (30) days of receipt thereof by CLIENT.

ARTICLE 7. INVOICING

Instructions and invoices submitted pursuant to this Work Release shall be sent to:

TOWN OF ALPINE
P.O. Box 3070
Alpine, WY 83128

Invoices shall be submitted monthly based on the prior month's effort, and are due and payable within (30) thirty days.

SUNRISE ENGINEERING

FEE SCHEDULE

EXHIBIT A

WORK CODE	WORK CLASSIFICATION	HOURLY RATE	WORK CODE	WORK CLASSIFICATION	HOURLY RATE
110	Engineer Intern (E.I.T.) I	70	550	Building Official	115
120	Engineer Intern (E.I.T.) II	94	610	GIS Tech I	62
130	Engineer III	98	620	GIS Tech II	65
140	Engineer IV	110	630	GIS Tech III	72
150	Engineer V	128	640	GIS Tech IV	74
160	Principal Engineer	138	650	GIS Specialist I	84
210	Principal Geologist	152	660	GIS Specialist II	92
310	Engineering Tech I	45	670	GIS Project Manager	130
320	Engineering Tech II	55	710	Administrative I	37
330	Engineering Tech III	65	720	Administrative II	47
340	Engineering Tech IV	86	730	Administrative III	53
360	Electrical Tech I	70	760	Planner III	85
365	Electrical Tech II	80	765	Planner IV	96
370	Electrical Tech III	90	770	Planner V	104
380	Electrical Tech IV	99	780	Water Rights Specialist I	65
390	Electrical Tech V	110	785	Water Rights Specialist II	75
410	CAD Drafter I	44	790	Water Rights Specialist III	90
420	CAD Drafter II	62	810	Construction Observer I	42
430	CAD Drafter III	78	820	Construction Observer II	54
440	CAD Drafter IV	82	830	Construction Observer III	68
450	Training Specialist I	66	840	Construction Observer IV	76
460	Training Specialist II	78	902	HDS - Tech	64
470	Training Supervisor	94	904	HDS-Crew Chief	336
480	Training Manager	106	920	Survey Tech	55
490	Training Director	132	931	Survey CAD Tech	90
500	Funding Specialist	105	940	Survey Crew Chief	110
510	Plan Reviewer	104	950	Survey Manager	115
520	Building Inspector I	55	951	Registered Surveyor	125
530	Building Inspector II	80	960	Principal Surveyor	145
540	Building Inspector III	94			

REIMBURSABLE EXPENSE SCHEDULE

Expense	Rate	Mark-Up
Mileage	IRS Standard Rate	N/A
Field Vehicle (on site)	\$50 per day	N/A
Per Diem Meals	\$27 per day	N/A
Troxler Nuclear Density Gauge	\$40 per day	N/A
Lodging	Actual Cost	N/A
Material Testing Lab Work	Actual Cost	N/A
Outside Consultants, Aerial Photography, etc.	Actual Cost	N/A
Other Expenses incurred	Actual Cost	N/A

Schedule will automatically change once per year every January, and could be subject to change on other occasions. Base Alpine10.1

APPLICATION FOR PAYMENT

**TOWN OF ALPINE SEWER COLLECTION SYSTEM
EXPANSION PROJECT - PHASE II**

CONTRACT NO.	
PAYMENT NO.	1
PAGE	1 OF 2

OWNER: TOWN OF ALPINE	CONTRACTOR: JOHNSON EXCAVATION, INC.	PERIOD OF ESTIMATE FROM: June 1, 2010 TO: July 1, 2010
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CONTRACT CHANGE ORDER SUMMARY

TABULATION OF PAYMENT

NO.	APPROVAL DATE	AMOUNT			
		ADDITIONS	DEDUCTIONS		
				1. Original Contract Price.....	\$ 735,809.97
				2. Change Orders.....	\$ -
				3. Revised Contract Price (1 + 2).....	\$ 735,809.97
				4. Total Value of Work Completed to Date *	\$ 153,910.34
				5. Allowance for Materials Stored on this Date*	\$ -
				6. Subtotal (4+5).....	\$ 153,910.34
				7. Previously earned by Contractor (Prev. #6).....	\$ -
				8. Value of Work Completed this Period (6-7).....	\$ 153,910.34
				9. Retainage Held Prior to this Payment (Prev. #11)	\$ -
				10. Retainage to be Held from this Payment (% of 8)....	\$ 15,391.03
				11. Total Retainage to be Held (9+10).....	\$ 15,391.03
				12. Payment Due Contractor this Period (8-10).....	\$ 138,519.31
TOTALS		\$ -	\$ -		
NET CHANGE		\$ -			

* Detailed breakdown on attached continuation sheet

CONTRACT TIME

Original Contract Time (Days) <u>120</u>	On Schedule <input type="checkbox"/>	Starting Date: <u>June 1, 2010</u>
Revisions _____	X Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Completion Date: <u>September 28, 2010</u>
Remaining Time (Days) <u>90</u>		

ACCEPTED BY CONTRACTOR:

By: _____
Date: _____

ENGINEER'S CERTIFICATION:

The undersigned certifies that the work has been inspected and, to the best of their knowledge and belief, the quantities shown on this estimate are correct and the work has been performed in accordance with the contract documents

APPROVED BY OWNER:

By: Victoria OsCora
Date: 7-19-2010

Engineer: SUNRISE ENGINEERING, INC.

By: Ryan J. Eickhaus
Date: 7/16/10

TOWN OF ALPINE SEWER COLLECTION SYSTEM EXPANSION PROJECT - PHASE II

PARTIAL PAYMENT REQUEST

(Number 1)

SCHEDULE OF VALUES

Name of Payee and Address:		Note: Retainage not shown on this form							
JOHNSON EXCAVATION, INC. Box 36 Inkom, ID 83245									
Name of Owner:		Town of Alpine							
Date of Completion:		Amount of Contract: \$735,809.97							
Original: September 28, 2010		Dates of Estimate: From: June 1, 2010 To: July 1, 2010							
Revised:									
Engineering Firm:		SUNRISE ENGINEERING, INC.							
Item	Description	Adjusted	Quantity	Unit	Unit Price	Quantity	Amount	Quantity	Amount
1	Town Force Account		1	L.S.	\$ 50,000.00	4.014%	\$ 2,007.00	4.014%	\$ 2,007.00
2	Mobilization		1	L.S.	\$ 65,968.45	50%	\$ 32,984.23	50%	\$ 32,984.23
3	Project Sign		1	Each	\$ 880.00	1	\$ 880.00	1	\$ 880.00
4	Storm Water Pollution Prevention Plan (SWPPP)		1	L.S.	\$ 2,675.00	1	\$ 2,675.00	1	\$ 2,675.00
5	Traffic Control		1	L.S.	\$ 5,000.00	25%	\$ 1,250.00	25%	\$ 1,250.00
6	Clear and Grub		1	L.S.	\$ 5,793.81	25%	\$ 1,448.45	25%	\$ 1,448.45
7	Untreated Base Course		200	C.Y.	\$ 28.34	0	\$ -	0	\$ -
8	8" PVC SDR 35 Sewer Pipe		9,200	L.F.	\$ 18.92	3,559	\$ 67,336.28	3,559	\$ 67,336.28
9	4" Force Main Pipe		2,200	L.F.	\$ 17.18	0	\$ -	0	\$ -
10	48" Manhole		39	Each	\$ 1,994.94	14	\$ 27,929.16	14	\$ 27,929.16
11	8" Connection to Existing Sewer Pipe		1	Each	\$ 1,149.01	0	\$ -	0	\$ -
12	Sewer Service Tap		107	Each	\$ 155.63	26	\$ 4,046.38	26	\$ 4,046.38
13	4" PVC Sewer Service Stub		3,500	L.F.	\$ 12.90	1,002	\$ 12,925.80	1,002	\$ 12,925.80
14	Sewer Force Main Air/Vac Assembly		2	Each	\$ 2,831.06	0	\$ -	0	\$ -
15	Sewer Force Main Clean Out		5	Each	\$ 4,235.35	0	\$ -	0	\$ -
16	Remove & Replace Gravel Surfacing		3,500	S.Y.	\$ 4.32	0	\$ -	0	\$ -
17	Remove & Replace Asphalt Surfacing		1,500	S.Y.	\$ 38.81	0	\$ -	0	\$ -
18	Field Seeding		2.6	Acre	\$ 1,165.23	0	\$ -	0	\$ -
19	Mulch		2.6	Acre	\$ 1,863.94	0	\$ -	0	\$ -
20	Lift Station #2		1	L.S.	\$ 66,130.33	0	\$ -	0	\$ -
21	Standby Generator & Transfer Switch		1	L.S.	\$ 54,812.19	0	\$ -	0	\$ -
22	Chain Link Fence		170	L.F.	\$ 34.78	0	\$ -	0	\$ -
23	Water System Repair		20	Each	\$ 428.04	1	\$ 428.04	1	\$ 428.04
24	Materials Sampling & Testing		1	L.S.	\$ 3,745.00	0	\$ -	0	\$ -
						TOTAL	\$ 153,910.34	TOTAL	\$ 153,910.34