

RE: Contact Communications Request for Fiber Connectivity

Dear Mr. Mossbrook:

Thank you for submitting your request for fiber connectivity to expand your Internet services to the rural communities of Sweetwater County, Rock Springs, and Green River. The Joint Powers Telecommunications Board would not be able to provide the services we offer to local government entities without Contact's ability to provide Internet access from Level 3 Communications with Contact's CLEC license from the State of Wyoming. We are very lucky to have a company like Contact to help facilitate that connection and provide reliable customer service in times of failure.

In the past year, the Internet connection with Level 3 dropped for nearly a full day. Without Internet, some government operations are at a stand still. Sweetwater County was not able to perform system updates for the upcoming election, library books could not be checked out, and important emails could not be delivered to our elected officials and government staff. All of this happened because of a simple router misconfiguration in Salt Lake City.

The proposal your company brings before our board can solve this problem. Contact is asking to lease fiber connectivity from the Point of Presence on Highway 430 to the proposed location of a new equipment housing facility near Crueljacks on Highway 191. Contact is also asking to lease fiber connectivity from the Qwest building in Rock Springs to the same facility near Crueljacks. These two connections will not only provide Internet access to the residents of the Cities and the County, but they will create a redundant connection to the Internet to help prevent future downtime in our government agencies.

The JPTB would like to offer Contact Communications fiber optic connectivity at the standard private business rate of \$1000 per month per gigabit connection. With the two routes presented in your request letter, this would equate to \$2000 per month.

While this proposal is a great benefit for the JPTB, the County, the Cities, their residents, and Contact Communications, we must still be fair to other Internet providers in the area. We ask that the following conditions also be met:

- The JPTB will receive a \$10 per megabit, per month discount on their bandwidth charges from Contact. (For example: if the JPTB purchases 350Mb of bandwidth from Contact, the discount would then be \$3500 per month)
- Contact Communications will not be allowed to sell bandwidth to other Internet providers in the Cities of Rock Springs and Green River through these fiber leases other than the JPTB and Wyoming.com
- After two years of signing of a formal contract for the fiber leases, the JPTB will take ownership of the facilities located near Crueljacks
- The JPTB will have 24/7 access to the facilities at all times
- Contact will be responsible for security of the facilities under their ownership
- The JPTB will have the authority to rent rack space to other Internet providers, and sell Internet connectivity to other Internet providers
- The JPTB will take ownership of the proposed build-out of fiber optics to the Qwest building in Rock Springs
- Contact Communications must have the ability to serve the residents of Green River within a year after fiber leases have been formally signed.

This project is important to the JPTB and the Cities of Rock Springs and Green River. We want to make this private/public partnership as fair as possible to the residents and businesses of our communities. Opening up our fiber optic network is the next major step to the future of telecommunications in Sweetwater County.

If you or your company have any questions regarding our proposal, please feel free to contact the members of our board. If you would like to discuss this proposal in a public forum, we can arrange a special board meeting or invite you to a regular meeting of the JPTB.

Thank you again for your request, and thank you for your time and commitment to the JPTB.

Sincerely,

The Joint Powers Telecommunications Board

# Joint Powers Telecommunications Board

## Proposed Rates May 5<sup>th</sup>, 2011

(Pending Contract with Contact Communications and Council Resolution)

### Governmental Entities

#### Point-to-Point Fiber Optic Connectivity

- 100Mb \$100/month
- 1000Mb \$500/month
- 10000Mb \$1000/month

#### Internet Connectivity

- 1Mb-19Mb \$58/Mb/month
- 20Mb-49Mb \$54/Mb/month
- 50Mb-149Mb \$50/Mb/month
- 150Mb+ \$46/Mb/month

### Private Business Sector

#### Point-to-Point Fiber Optic Connectivity

- 100Mb \$250/month
- 1000Mb \$1000/month
- 10000Mb \$2500/month

#### Internet Connectivity

- 1Mb-19Mb \$66/Mb/month
- 20Mb-49Mb \$62/Mb/month
- 50Mb-149Mb \$58/Mb/month
- 150Mb+ \$54/Mb/month



# City of Green River City Council Workshop Agenda Documentation

Preparation Date: April 25, 2011	Department: Public Works
Meeting Date: May 10, 2011	Department Head: Mike Nelson
	Presenter: Mike Nelson

**Subject:** Amendment to Inberg Miller Engineers (IME) for Construction Engineering Services to Complete the FMC Spur Road Project

**Purpose Statement:** Approval of Amendment to Inberg Miller Engineers (IME) Agreement for Engineering Services for work related to the FMC Spur Road Project

**Background/Alternatives:** The City solicited proposals for engineering services for the FMC Road; several firms showed interest. Inberg Miller Engineers was selected to complete the work. The original FMC Road Project was completed by Inberg Miller Engineers for both the Project Design and Construction Engineering.

IME was also selected to complete the FMC Road Spur Project as they completed the original project. The Design Portion of the project was awarded to IME in the amount of \$105, 546 on August 14, 2009. At the 90% Project Review Mr. Lynn Jackman requested the City relocate the road from along the Section line of Section 36 (owned by the City) to go across his property at a location that would fit with his subdivision(s). Council approved the request to relocate the road.

The Project was Bid and the low Bidder was Reiman Corp. of Cheyenne.

The Construction Engineering Contract was awarded to IME on May 13, 2010 in the amount of \$126,569 for a 135 day construction project. The project was to be complete by October 14, 2010. This did not happen and work continues on the project. Work stopped for winter shut down from December 21, 2010 until May 2, 2011.

The Contractor has asked for an additional 100 days of contract time by separate Change Order. The estimated amount to complete the construction engineering is \$69,525. This includes the 45 days to complete the project this spring. Based on work remaining May 2<sup>nd</sup>, I estimate the project should be complete by June 16, 2011 with the exception of weather days.

- Attachments:**
1. Amendment to the Agreement as signed by Inberg Miller Engineers
  2. Information related to the Agreement

**Fiscal Impact:** The Amendment to the Agreement will be paid from line item 900-9626.

**Staff Impact:** Time for meetings and reviewing of documentation

**Legal Review:** N/A

**Recommendation:** To approve Amendment Number 2 to the Agreement with Inberg Miller Engineers for Construction Engineering Services in the amount of \$69,525 for the FMC Road Spur Project.



# INBERG-MILLER ENGINEERS

Quality Solutions Through Teamwork

April 21, 2011

14207-GE

8 PDF PAGES EMAILED: [mnelson@cityofgreenriver.org](mailto:mnelson@cityofgreenriver.org)

**THIS CONSTITUTES THE ORIGINAL**

Mr. Mike Nelson  
City of Green River  
Public Works Department  
50 East 2<sup>nd</sup> North  
Green River, WY 82935

RE: AMENDMENT NO. 2 TO OUR  
JUNE 15, 2009 SERVICE AGREEMENT  
FOR FMC PARK ROAD SPUR  
GREEN RIVER, WYOMING

Dear Mr. Nelson:

The purpose of this Amendment is to amend Appendix A of our Service Agreement dated June 15, 2009.

## **APPENDIX A**

### **PROJECT DESCRIPTION**

We are currently under contract with the City of Green River to provide construction contract administration, provide support to the City in addressing public relations matters, and providing Resident Project Representative (RPR) services on the FMC Park Road Spur Project. The construction agreement between the City of Green River and the Contractor is written to allow the Contractor 135 calendar days to complete the project, which began with the Notice to Proceed on June 1, 2010. The 135 calendar day contract time obligated the contractor to achieve final completion by October 14, 2010. On December 21, 2010 the Contractor, with approval from the City, requested a seasonal work shutdown. As of December 21, the project is not complete. The Contractor, based on his provided schedule, estimates that the project will be substantially complete within 30 days following a project startup in the spring of this year.

Our original fee estimate of \$126,569.00 for providing construction phase services was based on a 135-day construction schedule and was subject to increase depending on whether the contract time is increased through a Change Order. The project is currently 68 days over the construction contract schedule and it is estimated that the project will be approximately 100 days over schedule with the 30 additional days the Contractor will need to substantially complete the project in the spring. The Contractor has submitted a change order request for a change in contract time of 100 days. Our recommendation for this change order has been provided in a separate document.

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  
307-472-4402 (fax)  
casper@inberg-miller.com

350 Parsley Boulevard  
Cheyenne, WY 82007  
307-635-6827  
307-635-2713 (fax)  
cheyenne@inberg-miller.com

428 Alan Road  
Powell, WY 82435  
307-754-7170  
307-754-7088 (fax)  
powell@inberg-miller.com

193 West Flaming Gorge Way  
Green River, WY 82935  
307-875-4394  
307-875-4395 (fax)  
greenriver@inberg-miller.com

Mr. Mike Nelson  
City of Green River  
Public Works Department  
April 21, 2011  
Page 2

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This Amendment is for an extension of our construction phase services through the anticipated 100-day construction contract time overage and through the estimated 15-day final completion period.

FEES

Our fee for services performed will be charged at our current hourly, unit, and expense rates according to the attached fee schedule. Also refer to the attached Construction Phase Services Fee Estimate which will be used to track costs during the project. Also included below are costs incurred by IME due to the construction schedule overrun from October 14, 2011 to date. We estimate the cost of the proposed scope of services described above to be as follows:

Construction Phase Services following Spring Start-Up (assuming 45 days)

A. Construction Contract Administration	
Office Based Services	\$3,920.00
Field Observation, Substantial Completion and Final Inspection	\$2,280.00
B. Public Relations Support	
	\$1,220.00
C. RPR	
Contingency (10%)	\$2,702.00
Communication Expense (2.5%)	\$743.00
<u>Costs Incurred from October 14, 2010 to date</u>	<u>\$39,060.00</u>
<b>TOTAL</b>	<b>\$69,525.00</b>

A contingency of 10 percent is recommended to provide budget for overrun of hours due to uncertainty for contract time extensions or other reasons outside of our ability to estimate.

A communication markup of 2.5 percent applies in our pricing structure to cover the cost for cell phones, scanners, faxes, telephone, and other communication equipment and fees.

If services in addition to the proposed scope of services appear necessary, we will perform such services at additional cost. This Amendment is valid if accepted by May 30, 2011.

PERFORMANCE SCHEDULE

Upon receipt of a properly executed copy of this Amendment, we will be available to continue to perform professional services.

Mr. Mike Nelson  
City of Green River  
Public Works Department  
April 21, 2011  
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**CLOSURE**

We appreciate the opportunity to submit this Amendment to our Service Agreement. If you agree with the provisions of this Amendment, please have your authorized representative execute this document. Return a copy to our office and retain the original.

If you have any questions regarding this Amendment, please contact us at 307-875-4394.

Sincerely,

INBERG-MILLER ENGINEERS



Michael W. Brown, P.E.  
Civil Engineer

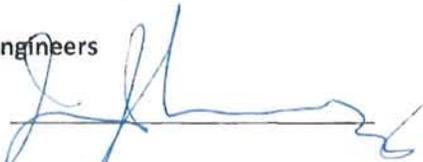
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**AMENDMENT NO. 2 ACCEPTED**

**Inberg-Miller Engineers**

**City of Green River**

Signature:



Signature: \_\_\_\_\_

Print Name:

Jeremy J. Hernandez

Print Name: \_\_\_\_\_

Title:

CFO/Executive Vice President

Title: \_\_\_\_\_

Date:

April 21, 2011

Date: \_\_\_\_\_

## Inberg Miller Engineers Amendment to Agreement for the FMC Spur Road Project

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- Inberg Miller Engineers (IME) completed the FMC Road Project for both design and construction engineering
- IME completed the FMC Road Spur Project design
- IME by separate Agreement with Lynn Jackman completed the design of the new location of the road. This was at no cost to the City of Green River.
- Construction Engineering was based on 135 days of construction
- The Original Completion Date was October 14, 2010.
  - When winter shut down occurred on December 21, 2010 that date was 68 days beyond construction time.
  - The Contractor did not stop working during the period after project completion.
- The total to complete the project, assuming 45 days from re-start is \$69,525.
- With this Amendment the Construction Engineering Agreement will be \$196,094.
- Total Contract time increase (if approved) will go from 120 days to 220 days, an 83% increase.
- The Construction Engineering Agreement will go from a fee of \$126,569 to \$196,094, a 55% increase.
- The increased fee is partially related to increased time to complete the project.



## City of Green River City Council Workshop Agenda Documentation

Preparation Date: April 25, 2011	Department: Public Works
Meeting Date: May 10, 2011	Department Head: Mike Nelson
	Presenter: Mike Nelson

**Subject:** Change Order #2 to the FMC Spur Road Project

**Purpose Statement:** Approval of Change Order #2 to Reiman Corp for time related to the work associated with breaking up of the rock and additional work on the FMC Road Spur Project.

**Background/Alternatives:** Information regarding breaking up of the rock was discussed in detail at the December 14, 2010 Workshop with presentations by Mike Brown (Inberg Miller Engineers), Scott Reiman (Reiman Corp) and K.C. Doak (High Desert Construction).

As a result of the discussions at the Workshop Change Order #1 was prepared and approved increasing the Contract amount by \$60,616.47. No time adjustment was made at that time.

The Original Contract Completion date was October 14, 2010. When the Project went into winter shut down December 21, 2010 the work was not complete and was 68 days beyond the project completion date.

Reiman Corp met with Inberg Miller Engineers and the City of Green River to discuss project completion on April 14, 2011. After much discussion it was agreed by those present that a total contract extension of 100 days was reasonable. A Change Order (#2) to adjust Contract time is attached.

**Attachments:** 1. Change Order #2 with back up as signed by Inberg Miller Engineers and Reiman Corp  
2. Information related to Change Order

**Fiscal Impact:** Minimal for the Contract with Reiman Corp.

**Staff Impact:** Time for meetings and reviewing of documentation

**Legal Review:** N/A

**Recommendation:** To approve Change Order #2, addition of 100 calendar days to the Contract with Reiman Corp. for time related to rock break down and other work on the FMC Road Spur Project.

# Change Order

No. 2

Date of Issuance: April 21, 2011

Effective Date: April 21, 2011

Project: FMC Park Road Spur	Owner: City of Green River	Owner's Contract No.:
Contract: FMC Park Road Spur		Date of Contract: 5/24/2010
Contractor: Reiman Corporation		Engineer's Project No.: 14207-GE

**The Contract Documents are modified as follows upon execution of this Change Order:**

**Description:**

Additional work required to breakdown and place unsuitable rock material and import replacement material to the site as defined in Change Order #1. Work to install additional storm sewer pipe, water and sewer services.

Work required to excavate additional rock.

**Attachments (list documents supporting change):**

Engineer's Recommendation for the Change Order Request – April 21, 2011

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

\$ 1,396,658.55

[Increase] [Decrease] from previously approved Change Orders No. N/A to No. 1:

\$ 60,616.47

Contract Price prior to this Change Order:

\$ 1,457,275.02

[Increase] [Decrease] of this Change Order:

\$ 0.00

Contract Price incorporating this Change Order:

\$ 1,457,275.02

Original Contract Times: ~~Working days~~ X Calendar days

Substantial completion (days or date): 120

Ready for final payment (days or date): 135

[Increase] [Decrease] from previously approved Change Orders No. N/A to No. 1:

Substantial completion (days): 0

Ready for final payment (days): 0

Contract Times prior to this Change Order:

Substantial completion (days or date): 120

Ready for final payment (days or date): 135

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): 100

Ready for final payment (days or date): 100

Contract Times with all approved Change Orders:

Substantial completion (days or date): 220

Ready for final payment (days or date): 235

**RECOMMENDED:**

By: [Signature]  
Engineer (Authorized Signature)

Date: 4/21/11

**ACCEPTED:**

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

**ACCEPTED:**

By: [Signature]  
Contractor (Authorized Signature)

Date: 4/21/11



# INBERG-MILLER ENGINEERS

Quality Solutions Through Teamwork

April 21, 2011

14207-GE

3 PDF PAGES EMAILED: mnelson@cityofgreenriver.org  
THIS CONSTITUTES THE ORIGINAL

Mr. Mike Nelson  
City of Green River  
50 East 2<sup>nd</sup> North  
Green River, WY 82935

RE: ENGINEER'S RECOMMENDATION FOR THE CHANGE ORDER REQUEST DATED MARCH 17, 2011

Dear Mike:

Pursuant to Section SC-10.01 of the contract documents for the FMC Park Road Spur, we have reviewed the change order request from Reiman Corp. dated April 18, 2011. We have also reviewed subsequent information provided by Reiman Corp. in our meeting with City staff on April 14, 2011. This change order is a request for a change in contract time.

**Engineer's Recommendation:**

It is our recommendation that the contract time be increased by 100 calendar days through a change order to compensate Reiman Corp. for additional time required for the items listed below.

- The breakdown and placement of the approximate 7,000 cubic yards of unsuitable rock material as described in Change Order Number 1 which was executed between the City and Reiman Corp. on December 15, 2010. Change Order Number 1 did not include an extension of contract time for this work.
- The work required by Reiman Corp. and their subcontractors to install additional storm sewer pipe and water/sewer services.
- The additional work required by Reiman Corp. and their subcontractors to excavate an additional 3,700 cubic yards of rock.
- The additional work required by Reiman Corp. and their subcontractors to haul suitable material for roadway embankment from a borrow site outside of the project limits.

INBERG-MILLER ENGINEERS

Michael W. Brown, P.E.  
Civil Engineer

MWB:kdm\14207 City FMC Spur\14207 Change Order Request Rec 5.docx

c: Jeffrey V. Nieters, City of Green River  
Scott Reiman, Reiman Corp.

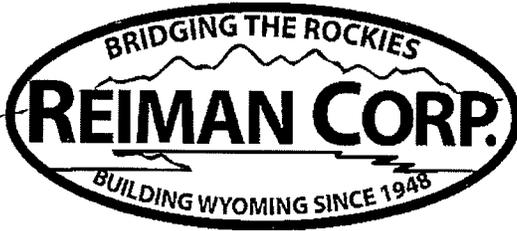
124 East Main Street  
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riverton@inberg-miller.com

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2400 West College Drive  
P.O. Box 1007  
Cheyenne, Wyoming 82003

(307) 632-8971  
Fax (307) 632-8972  
E-mail: www.reimancorp.com

April 18, 2011

Inberg Miller Engineers  
Attn: Mike Brown  
520 Wilkes Drive, Suite 13  
Green River, WY 82935

RE: City of Green River – FMC Spur Project  
Sweetwater County  
Reiman Job #10026

Mr. Brown,

The purpose of this letter is to request a change order for additional time on the above referenced project. On April 21<sup>st</sup> we had a meeting to discuss the additional work and the associated letters written by Inberg Miller and Reiman Corp. We came to a resolution at the meeting to add 100 additional days to the contract for the additional work described in my April 12<sup>th</sup> and March 17<sup>th</sup> letters. The issues described in my letters which required additional time are listed below to clarify our request.

1. Rock Breakdown change order
2. Additional time required to approve Rock Breakdown change order.
3. Rock Excavation and other miscellaneous item overruns
4. Unclassified Excavation underrun which required additional dirt to be borrowed from offsite location.
5. Additional time required to remobilize and build the project in 2 Phases.

Reiman Corp. is pleased that we were able to come to a resolution on this issue and we look forward to the working with the City of Green River and Inberg Miller this season to complete the project.

Sincerely,

Scott Reiman  
Reiman Corp.

Copy: File  
Jon Doak – High Desert Construction

An Equal Opportunity Employer

## FMC Spur Road Project Information

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- Original Project 135 calendar days
- Notice to Proceed June 1, 2010 – Completion October 14, 2010
- Winter Shut Down December 21, 2010
- Reiman states they will complete Project at same unit prices as they originally Bid
- Contract Price
  - Original/Bid                      \$1,396,658.55
  - Change Order #1                 \$ 60,616.47
  - Current Contract Amount       \$1,457,275.02
- Increases
  - Contract Amount – increased by 4.3%
  - Contract Time 120 to 220 days-increased by 83%
- There will still be a final adjusting Change Order to close out the Project



# City of Green River City Council Workshop Agenda Documentation

Preparation Date: May 2, 2011	Department: Public Works
Meeting Date: May 10, 2011	Department Head: Mike Nelson
	Presenter: Mike Nelson

**Subject:** Presentation/Discussion by Mr. Lynn Jackman on Projects he has with the City of Green River

**Purpose Statement:** Update of Council as requested by Mr. Jackman

**Background/Alternatives:** Current projects underway by Jackman Construction

1. Southeast Water Project
2. Green River Water Crossing
3. Southeast Teton Storm Drain Project

**Attachments:** Unknown Documentation from Mr. Jackman; City information as requested

**Fiscal Impact:** Unknown

**Staff Impact:** Unknown

**Legal Review:** Unknown

**Recommendation:** Listen to Mr. Jackman's concerns

May 2, 2011

Southside Water Project Info:

- Project was Bid and the Agreement with Jackman Construction was signed June 2, 2010.
- By the Agreement
  - Accepted Project Cost was \$2,957,090.
  - Substantial Completion was established as July 1, 2011.
  - Final Acceptance was established as August 1, 2011.
- This is a complicated project, prior to Bid the project schedule and sequencing was provided in the Bidding Documents.
- Winter work was to be from 1/11/10 through 3/15/11 and involved pump station inside work.
- Problems that we are encountering:
  - Project sequencing not being followed.
  - Contractor not responding to requests.
  - Violation of the DEQ Storm Water Discharge Permit.
  - Not coordinating with other Contractors (Infinity) and the City.
- Attached :
  - Section 01010 Summary of Work from the Project Specifications (Nelson Engineering) includes the Construction Sequencing and Schedule.
  - Most recent letter of concern from Nelson Engineering dated 5/2/11.

Info from the 4/19/11 Project Time/Costs Update

South Side Update:

- Jackman
  - Through Pay App #8—through 4/11/11 Billed \$1,565,771.79 of \$2,955,980.84 Contract 52.9%
  - Time—380 day contract, through 4/19/11 287 days used 73.6% of the time.
- Nelson
  - Through Pay App #10—Through 3/26/11 Billed \$294,042.08 of \$382,000 Contract 77.8%.
  - Time—380 day contract, through 4/19/11 287 days used 73.6% of the time.

SECTION 01010

SUMMARY OF WORK

**PART 1 GENERAL**

1.1 SUMMARY

- A. Apply for, obtain, and pay for permits required to perform the work. CONTRACTOR shall apply for a City building permit, however no fees will be charged.
- B. Comply with applicable codes and regulations of authorities having jurisdiction. CONTRACTOR and all subcontractors will be required to obtain City Business licenses. Contact the City Clerk for fee requirements.
- C. Field-verify dimensions indicated on drawings before fabricating or ordering materials. Do not scale drawings.
- D. Notify OWNER of existing conditions differing from those indicated on the drawings. Verify the existence and location of underground utilities along the route of proposed work. Omission of an existing utility location on the Drawings is not to be considered as its nonexistence. Inclusion of existing utility locations on the Drawings is not to be considered as its definite location. Do not remove or alter existing utilities without prior written approval.
- E. The Contract Documents are intended to provide the basis for proper completion of the work suitable for the intended use of OWNER. Anything not expressly set forth but which is reasonably implied or necessary for proper performance of the project shall be included.
- F. Portions of the Contract Documents are written in the imperative mode. Except where specifically intended otherwise, the subject of all imperative statements is CONTRACTOR. For example, "Furnish..." means "CONTRACTOR shall furnish...", "Provide..." means "CONTRACTOR shall provide...".
- G. This project requires the CONTRACTOR to supply all materials, equipment, labor and miscellaneous supplies necessary for project completion, unless otherwise specifically stated.
- H. It is the intent of these documents that the CONTRACTOR provide upon project completion, a totally operational system free of physical encumbrances.
- I. The Project Engineer will designate a full-time Resident Project Representative (RPR) to observe progress and quality of the work.. The RPR will have access to and be skilled in the operation of nuclear soil density measuring equipment and will conduct spot density checks on an "as needed" basis.
- J. Water required for dust control and moisture conditioning for compaction purposes will be supplied by the City of Green River from a designated fire hydrant(s) onsite. Fees will be charged. See "Water Usage Request Permit Form" included in the Appendix.

- K. All dump fees at the Solid Waste Landfill will be waived upon proper documentation that the refuse was generated from the project site.
- L. Unless specifically stated otherwise in the specifications, hours for non-emergency construction work within the project site shall be limited to 7:30 AM to 5:30 PM Monday through Saturday.
- M. All electronic control, instrumentation, and telemetry equipment required in order to operate the various components of the project in a non-manual, automatic mode will be designed, supplied and installed by:

Infinity Power and Controls

1701 Decora Drive

Rock Springs, Wyoming 82901

307-362-6661

under a separate direct and parallel contract with the Owner. Specification sections 02690,02691,02692, and 02697 specifically and in detailed fashion describe the responsibilities of both the **Construction Contractor** and **Infinity Power and Controls**. Nothing within this project manual shall imply that any mandatory contractual relationship or responsibility exists between the **Construction Contractor** and **Infinity Power and Controls**. The **Construction Contractor** has no mandatory contractual responsibility with **Infinity Power and Controls**, other than to reasonably coordinate activities so that respective work items can be completed efficiently and expeditiously. All parties are free, however, to delegate certain portions of their work scope between each other in the interest of efficiency if mutually agreeable, provided however, that ultimate responsibility to the **Owner** for described activities remains as stated in each specification section.

- N. Due to the complexity of the overall project, inherent seasonal weather conditions, and the need to maintain a basic level of continual service for existing water system customers, it is necessary to construct the new system components in a certain sequence and time frame preliminarily determined to be as follows:

## Construction Sequencing and Schedule

	Description	Start Date	End Date
By end of Fall 2010	New Cut-in Valves	1-Jun-10	15-Jun-10
	18" Pump Station Suction Line with both connections at 2+02 and 6+20 made (no pressure testing or flushing past sta 6+20)	16-Jun-10	30-Sep-10
	16" Pump Station Discharge Line with both end connections including asphalt repair (no pressure testing or flushing)	16-Jun-10	30-Sep-10
	*Upland Tank Rehab & Cleaning	1-Oct-10	1-Nov-10
	Pump Station Building Shell and Ext. Site Improvements (except asphalt)	16-Jun-10	15-Nov-10
	Faith/Evans line from Sta 9+50 to 19+00	16-Jun-10	15-Nov-10
Winter 2010-11	Interior piping and controls for New Upland Way Pump Station	16-Nov-10	15-Mar-11
	Upland Tank Above Ground Control Building Internals by Infinity Controls	1-Nov-10	15-Mar-11
Spring 2011	Pressure Test, Disinfection, & Flushing of 16" & 18" lines	15-Mar-11	31-Mar-11
	**Teton Tank Rehab & Cleaning	1-Apr-11	1-May-11
	Flush and Test Capacity of New Pump Station (in hand)	1-Apr-11	1-May-11
	Connection at Sta 42+74 on 16" Discharge line to 16" Upland Tank feed line	1-May-11	15-May-11
	Teton Tank Above Ground Control Building Internals by Infinity Controls	1-May-11	15-May-11
	Test Controls of New Pump Station and Tank Control Vaults	15-May-11	30-May-11
	Low Linwood PRV at Crossbow and W. Teton	1-May-11	30-May-11
	Smart PRV at Iowa and Hitching Post	1-May-11	30-May-11
	New PRV at Hitching Post & Upland	1-May-11	30-May-11
	Valve Repairs on Hitching Post at Wind River and Bridger	15-May-11	30-May-11
	Effectuate the Reconfiguration	1-Jun-11	2-Jun-11
	Connection at Sta 29+88 on 16" Discharge line at entrance to LDS Seminary	10-Jun-11	20-Jun-11
	Completion of Faith/Evans Line (start with connection in Evans Drive)	15-May-11	30-Jun-11
	Substantial Completion		1-July-11
Final Completion		1-Aug-11	

\* Vent Replacement for the Upland Tank must be completed by October 8 of the tank rehabilitation schedule to allow for Owner-supplied Cleaning and Disinfection to be initiated. Antenna base and slab for above ground control building must be completed and vehicular access provided to the slab by October 21 of the schedule to allow for Owner-supplied control building erection and re-establishment of electrical power to the tank control system.

\*\*Vent Replacement and Overflow Rehabilitation for the Teton Tank must be completed by April 12 of the tank rehabilitation schedule to allow for Owner-supplied Cleaning and Disinfection to be initiated. Antenna base and slab for above ground control building must be completed and vehicular access provided to the slab by April 21 of the schedule to allow for Owner-supplied control building erection and re-establishment of electrical power to the tank control system.

Liquidated damages as described in the contract agreement may be assessed for failure to meet End Dates in shaded boxes along with associated footnote conditions described above.

**PART 2 PRODUCTS – NOT USED**

**PART 3 EXECUTION – NOT USED**

**PART 4 MEASUREMENT AND PAYMENT**

**4.1 MEASUREMENT**

A. No separate measurement will be made for work completed under this Section.

**4.2 PAYMENT**

No separate payment will be made for work included under this Section. Full compensation for completing work herein described will be considered as included in the bid price of the item for which the work applies.

END OF SECTION

## Mike Nelson

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**From:** Leon Kjellgren [lkjellgren@nelsonengineering.net]  
**Sent:** Monday, May 02, 2011 8:42 AM  
**To:** Mike Nelson  
**Subject:** FW: GR Southside Water Improvements Project

Mike, you need to be aware of this also.

**Leon R. Kjellgren, PE**  
Project Manager

**NELSON**  
**ENGINEERING** since 1964  
Professional Engineers & Land Surveyors

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JACKSON, WY • BUFFALO, WY • DRIGGS, ID

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\*\*\*\*\*  
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**From:** Steve Anderson [mailto:sanderson@nelsonengineering.net]  
**Sent:** Friday, April 29, 2011 2:43 PM  
**To:** 'Heather Glenn'  
**Cc:** 'Tucker Southern'; 'Leon Kjellgren'; JPalmer@cityofgreenriver.org  
**Subject:** GR Southside Water Improvements Project

Heather,

There have been a number of issues brought up this week that I would like to review with you. Please call me to discuss any of these items at 208-201-0939.

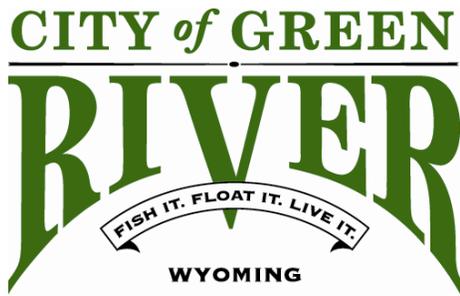
1. The Amer2 white paint is curing well at Teton Tank Overflow connection. It was dry and hard to my thumb nail after being heated for 48 hours before the 2<sup>nd</sup> coat was applied on Friday 4/22/11. Unfortunately, access was removed before it could be evaluated on Monday. Since the lights were not replaced to heat the outside of the tank to continue curing until Tuesday evening, the 10 day final cure will be complete Tuesday evening, 5/3/11, if the cure temperature is maintained at 72F or above for the duration.
2. The rip rap material used at the outlet of the storm drain from the pump station is a round cobble material instead of the angular rock of 150pcf specified in the project manual. Please note that the rip rap gradation table on Dwg 4.2 is for angular stone. Required gradation for non-angular stone may be different. A submittal with a gradation analysis has been requested. Please advise when you can provide submittal to Nelson.
3. Project manual section 2109 defines contractor's responsibilities for SWPPP implementation. WDEQ has noted areas of non-compliance along Uintah Dr. I have seen places where culverts are nearly filled with sediment. At the ambulance company, water has washed over driveway and eroded the road base (of course their small pvc culvert may have something to do with insufficient capacity, also). This could become more of a problem as spring weather arrives.
4. The Teton Tank control vault lid and the electrical conduit are not installed yet. Infinity needs the conduit in place to begin pulling wire. COGR has their building constructed and on site, and will install it on the slab today. Note that the power and control conduits cannot come within 12" of each other vertically or horizontally. I will need to inspect the vault lid and verify and document the conduit locations before they are buried. Please advise when you expect the vault lid and the conduit work to be finished.
5. The tracer wire for the entire water system needs to be tested for continuity. Since this has already been billed as complete and paid with the pipe installation, Nelson Engineering has requested this be accomplished

before the next pay application. I will need to be present and document the test. Please advise when you plan to proceed with the testing.

6. The difficulty of obtaining 16" C905 PVC pipe from your current supplier has been noted. You were notified of other sources with this pipe available in sufficient quantities. Rod mentioned a possibility of using DI in place of PVC. Please inform Nelson if you plan to use DI or some other substitute material so your submittal can be reviewed in a timely manner. Leon pointed out there will be no time extension for this.
7. The work to be done at the 10"x8" Tee including plugging with a 10" cap at the beginning of the 18" water system and replacing the valve #5130 (see Dwg 1.0, note at top left) is scheduled to be accomplished by 5/1/11. I will need to be present for documentation. Please advise when you plan to accomplish.
8. An email was received from Mike Nelson regarding COGR's desire to have the trees piled up at the bowling alley and culverts near the Rec Center cleaned up. Please advise when you plan to accomplish.
9. The use of flowable fill under horizontal #6 rebar in the pump station is recommended because adequate compaction would be difficult to achieve in the confined space.
10. Materials to repair the defective water stop were proposed by Nelson. Please advise which material and method will be used and when you plan to accomplish.
11. The Upland Tank control vault has standing water on the floor some of which may be due to a clogged or missing drain in the Bilco hatches. The water cannot be allowed to wet the electrical components of the control valves. A drain will need to be installed from the hatch down to the floor drain. Also, a drain hole will need to be cored into the floor at the low end of the vault.
12. Jason Palmer indicated the COGR is satisfied with the space available around the vaults at Upland tank and the fence does not need to be moved farther away from the tank. This work will be removed from the contract.
13. Grading was done along Upland Dr. after hours Thursday evening or Friday morning. If work is to be done outside of regular hours, please contact me. If verification or documentation is needed for unscheduled work accomplished outside of agreed upon hours, it may need to be exposed at JC's expense for inspection.
14. Minutes of 28 March Progress Meeting state the pump station shell is expected to be finished by end of April. Please advise of updated schedule.
15. My work schedule is whatever it needs to be to help this project progress. I am on site from Monday morning until Friday evening. I am available on Saturdays when scheduled work is being accomplished. My office is located in the middle of the project and I am rarely more than 5 minutes away from any point of the project. My cell phone # is 208-201-0939 since my project phone was recently fished out of the Teton Tank vault sump.
16. I would like to schedule a daily morning meeting with you to review each day's work plan to ensure critical work is documented. Would you prefer 8:00 am at your job trailer?

Please call me if you have any questions.

Steve Anderson, RPR  
Nelson Engineering



**COMMUNITY DEVELOPMENT DEPARTMENT**

50 East 2<sup>nd</sup> North  
Green River, WY 82935  
Phone: 307-872-6140  
Fax: 307-872-0510

# Memo

**To:** Laura Hansen, Director of Community Development  
**From:** David Allred, Senior Building Inspector  
**Date:** 5/5/2011  
**Re:** 25 Upland Way

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November 19, 2010 Permit for temporary power and inspected same day.

February 10, 2011 Footing Inspection, No building permits for the job. I told the contractor I sent letters denied building permit and also suspension of license. DA

February 14, 2011, Denied Permit, Upland Way Pump Station 25 Upland Way

February 14, 2011, Performing Work without Proper Permits

March 10, 2011 Plan Review from State

April 12, 2011 Permit issued

At the Pre-Bid Meeting held April 26, 2010 one of the issues discussed was that the Contractor had to apply for Building Permits but the City would waive the fees.

Summary: I let them pour the footings and set up the foundation while they applied for the permit so as not to hold them up much, which I thought would help them out a bit. I would not let them pour the foundation stem walls until the permit was issued. There was a lot of steel in the foundation which took some time. This building did not nor would have any bearing on the water lines system they are installing.

There was 2 weeks from the time they had to stop work until they received approval from the state, which they were working on the foundation some of the time during that time period. Their permit however was not actually entered until a later date because the applicant had not signed the permit, this did not stop them from doing any work by this department.



# CITY OF GREEN RIVER CITY COUNCIL **WORKSHOP** Agenda Documentation

Preparation Date: May 3 2011	Submitting Department: Police Department
Meeting Date: May 10 2011	Department Director: Chief John Love
	Presenter: Charles E. Van Over

## **SUBJECT:**

Presentation by Charles E. Van Over, regarding the re-design/adaptation of the old Winters Building into a Police Department, which includes an initial structural survey and report, design and bidding services, construction and contract administration, and the total cost of those services.

## **PURPOSE STATEMENT**

Charles E. Van Over with Plan One Architects has provided the city with several plans for a new police department building over the past several years. He understands what is needed in a new police department building. This would provide him the opportunity to present what services he will provide including a cost of those services. Council will have the opportunity to address him with any concerns/questions they have.

## **DESIRED OUTCOME**

To provide council with specific information regarding the services Charlie E. Van Over is offering regarding the adaptation of the old Winters building into a new Police Department.

## **BACKGROUND / ALTERNATIVES**

Charles E. Van Over has provided several architectural plans for a new police building in the past. These plans included new buildings and construction additions to current buildings. He is familiar with what is needed. Plan One was the original architect of the design given to us by Gaye Winters for our use, it makes sense to keep his services.

## **STAKEHOLDER ANALYSIS**

Council will determine the feasibility of purchasing/constructing a new Police building.

## **FISCAL IMPACT**

Cost of the services provided by Plan One Architects is \$128,450.

## **STAFF IMPACT**

None

## **LEGAL ISSUES**

City Attorney would need to review any agreement between Plan One Architect and the City of Green River.

## **ATTACHMENTS**

Letter dated April 14, 2011 to Chief John Love from Charles E. Van Over of Plan One Architects.



April 14, 2011

Chief John Love  
 City of Green River Police Department  
 50 E 2<sup>nd</sup> North  
 Green River, WY 82935

**RE: Police Department Design at the Winters Building – Professional Compensation**

Dear Chief Love,

Plan One/Architects is please to present you with this proposal for the design of the adaptation of the Winters Building into a Police Department.

**Scope of Work:**

Based on discussions that we have had and the basic design program that we have developed of the past several years, we will provide complete design services including structural, mechanical and electrical engineering in addition to architectural design. After reviewing the project with my original consultants there is a fair amount of redesign or additional design work required to adapt this building as the original design only dealt with public spaces and not tenant build out which will require additional design work. Additionally the original building was designed under a different code than is now in existence and the project will have to be resubmitted to the Sate Fire Marshal for approval due to the time that has passed since it was originally approved. Further we understand that there is no desire to have the open lobby go up both floors so additional structural engineering work will have to be completed.

Our services include a structural survey and report, conceptual design, construction documents, bidding and negotiation, and construction administration.

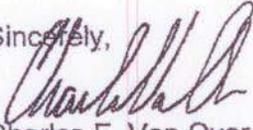
**Compensation:**

Plan One/Architects will be pleased to provide the above services for a fixed fee as follows:

• Initial structural survey and report	\$3,450.00
• Design and bidding services	\$100,000.00
• Construction contract administration	<u>\$25,000.00</u>
• Total cost	\$128,450.00

We look forward to working with you and your staff on this exciting project and look forward to seeing this building completed and put to good use. Should you have any questions or need additional information please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Charles E. Van Over". The signature is written in a cursive style with a large initial "C".

Charles E. Van Over, AIA  
President