

**LARAMIE COUNTY PUBLIC WORKS/PLANNING DEPARTMENT
PROFESSIONAL SERVICES CONTRACTOR AGREEMENT
LARAMIE COUNTY, WYOMING / HDR ENGINEERING, INC.**

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and HDR Engineering, Inc., 7350 Stockman Street, Suite A, Cheyenne, Wyoming 82009 ("CONTRACTOR"). The parties agree as follows:

I. PURPOSE

The purpose of this Agreement is to set forth the terms and conditions by which CONTRACTOR will provide the services to COUNTY as described in Attachment 'A' (Request for Proposals, attached hereto and incorporated herein) and Attachment 'B' Scope of Services.

II. TERM

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement, and shall remain in full force and effect until December 31, 2023.

III. RESPONSIBILITIES OF COUNTY

COUNTY shall pay CONTRACTOR on an as needed basis per the fee schedule within Attachment 'B'. Payment will be made upon receipt of the CONTRACTOR'S invoice to the COUNTY. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

IV. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall be a resource for services described in Attachment A and Attachment B and these services shall be utilized by COUNTY during the period of the operation of this Agreement. By signature below, CONTRACTOR agrees that nothing in this Agreement operates to provide an exclusive right to CONTRACTOR to provide such services to COUNTY. CONTRACTOR agrees that this Agreement does not bind COUNTY in any manner to offer or provide work to CONTRACTOR. Further, nothing in this clause or agreement limits COUNTY in the choice of entities to which it may offer these services.

B. CONTRACTOR agrees to retain all required records for three (3) years after the County makes final payment and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions. It is agreed that finished or unfinished documents, data or reports, prepared by CONTRACTOR under this contract shall be considered the property of the COUNTY and upon completion of the services to be performed, or upon termination of this Agreement for cause, or for the convenience of the COUNTY, will be turned over to the COUNTY.

V. GENERAL PROVISIONS

A. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.

B. Preference-Wyoming Labor Should the subject of this agreement constitute the construction, reconstruction, improvement, enlargement, alteration, or repair, of any public works project or improvement, by signature below CONTRACTOR acknowledges the requirement for the use of Wyoming labor pursuant to W.S. §16-6-203 as amended, except in circumstances as provided by law including, but not limited to W.S. §16-6-201 et seq.

C. Acceptance Not Waiver: COUNTY approval of the reports, and work or materials furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical accuracy of the work. COUNTY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

D. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

E. Entire Agreement: This Agreement (5 pages), Attachment 'A' (12 pages), Attachment 'B' (6 pages), and Attachment 'C' Insurance Requirements (3 pages) represent the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations, and agreements, whether written or oral.

F. Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

G. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

H. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.

I. Applicable Law and Venue: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed

to waive COUNTY's governmental immunity as provided in this Agreement.

J. Contingencies: CONTRACTOR certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

K. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

L. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

M. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

N. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses to the extent caused by the negligent acts, errors or omissions arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY, except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

O. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.

P. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

Q. Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said

party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

R. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR, the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

S. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

T. Compliance with Laws: CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

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LARAMIE COUNTY PUBLIC WORKS/PLANNING DEPARTMENT
PROFESSIONAL SERVICES CONTRACTOR AGREEMENT
LARAMIE COUNTY, WYOMING / HDR ENGINEERING, INC.

Signature Page

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:

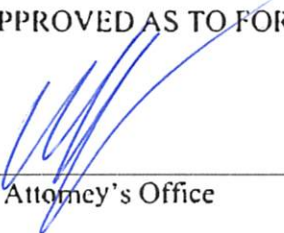
By: _____ Date _____
Laramie County Clerk

HDR ENGINEERING, INC.:

By:  Date 7-7-2022

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  Date 7/11/27
Laramie County Attorney's Office



REQUEST FOR PROPOSALS

FOR

ENGINEERING AND SURVEYING SERVICES

Submittals Due
May 4, 2022

LARAMIE COUNTY BOARD OF COMMISSIONERS
REQUEST FOR PROPOSALS
FOR
ENGINEERING AND SURVEYING SERVICES

Advertisement:

Laramie County seeks to contract with one or more firms for consulting services in the areas of land development review, drainage engineering, traffic engineering, floodplain management, construction inspection, development planning, comprehensive land use planning, and land surveying.

Consultants will be required on an as-needed basis to provide the aforementioned services to Laramie County.

Please submit your firm's qualification statement and cost proposal outlining the services requested by the County. More information on the proposal requirements and qualifications are listed later in this document. The County will make a selection based on the proposals received proving the ability of the agency to meet the schedule and needs of the County.

Proposals shall be received by email (subject line: Engineering RFP Proposal for "Firm Name") to molly.bennett@laramiecountywy.gov by **May 4, 2022 by 2:00PM.**

Scope of Services (including but not limited to):

Laramie County is seeking a consultant who can accomplish the following under the direction and supervision of the Laramie County Director of Public Works and the Planning and Development Program Manager:

Development Review

- 1) Review of site plans and similar development applications.
- 2) Preparation of engineering-specific Conditions of Approval related to site plans and subdivision permit applications.
- 3) Review of subdivision plat applications for conformance with the State and County regulations.
- 4) Review of subdivision, site and development improvement plans for both onsite improvements and public right-of-way improvements for compliance with grading, drainage, WYPDES, transportation and County design standards.
- 5) Review of hydrology maps and hydraulic calculations for private and public storm drain systems for compliance with State and County requirements.

- 6) Review of engineer's estimates for public and private improvements that may be subject to bonding requirements, verification of quantities and preparation of fee calculations.
- 7) Proactively communicating with private developers and associated design professionals by telephone, e-mail, written correspondence, and face-to-face meetings at the County or consultant offices, whichever is requested by the applicant, to discuss plan check review comments.
- 8) Review of NEPA documents, geotechnical investigations, traffic studies, and similar engineering reports to understand issues that may impact the design of private subdivision or development improvements, and/or public streets or utility infrastructure.
- 9) Preparation of reports to the Board regarding engineering issues.
- 10) Other assignments not specifically listed above but required during the engineering review of development applications.
- 11) Assignments shall be completed to meet specified deadlines. Firms and individuals shall demonstrate sufficient depth of resources to assure timely service delivery and redundant capability.

Floodplain Management

- 1) Review all development permit applications to determine the permit requirements of the regulations have been satisfied.
- 2) Review all development permit applications to determine all necessary permits have been obtained from Federal, State, or local governmental agencies from which prior approval is required.
- 3) Review all development permit applications to determine if the proposed development is located in the floodway. If located in the floodway, assure the encroachment provisions are met.
- 4) When base flood elevation data have not been provided in accordance with the regulations, obtain, review, and reasonably utilize any base flood elevation and floodway data available as criteria for requiring that new construction, substantial improvements, or other development in Zone A are administered in accordance with the regulation's Specific Standards.
- 5) Identify maintenance specifications for altered or relocated portions of watercourses so that flood-carrying capacity is not diminished.
- 6) Provide interpretation as to the location of F.I.R.M. boundaries of the Areas of Special Flood Hazard.

- 7) Assist the County with the Community Rating System (CRS) program. This could include compiling information, reports for compliance purposes and any other needs related to the County CRS program. Note: The Community Rating System (CRS) is a voluntary program for National Flood Insurance Program (NFIP)-participating communities.

Projects and misc. needs for Public Works:

The Consultant's role will be to support County staff by performing engineering and technical design work for the construction of Civil Engineering projects. These projects could include but are not limited to: retaining walls, slope stabilizations, pavement rehabilitation, culvert rehabilitation, bio-retention and drainage projects, structural design, and other roadway and drainage related design tasks; and to perform related duties as required.

All plans and drawings must be done using AutoCAD 2020, or an earlier version. All engineering design data shall be provided in a format that integrates with the latest version of ArcGIS. All design data using said programs shall be made available to Laramie County upon request and shall become the property of Laramie County for active and future projects. Plans, specifications, and project related documents must be completed according to current County and/or State and/or Federal standards.

All work shall be done under the direction of a Professional Engineer licensed in the State of Wyoming.

The work to be performed may include, but is not limited to, any or all of the following:

1. Initial project planning, including identifying key milestones, scope description and design, delivery schedule
2. Assisting County staff with project documentation for Division Manager, Department Head and Board of Supervisors approval
3. Preparation of technical specifications using the County's style and formatting
4. Preparation of plans, technical specifications, bid documents, project manual etc. using the County's standards
5. Bid support and construction administration including Construction Inspection Services specific to county roads, development improvements and other appurtenances as designated by the Public Works Director
6. Land Surveying Services: General survey work including, but not limited to, records research, road location survey, encroachments, monumentation, plat preparation and construction-oriented work
7. Solicitation and management of subconsultants and vendors needed to support design (material testing, potholing, bores, geotechnical, etc.)
8. Pavement management plan support (to include design and review)

9. Design of footings, retaining walls or other structures
10. Drainage/erosion control design
11. Provide general current and comprehensive planning assistance as needed including, but not limited to:
 - a. Review of development submittals for planning issues.
 - b. Review of development submittals for conformance with comprehensive plan.
 - c. Preparation of zoning and regulation changes as needed.
 - d. Preparation of reports and presentations to the Planning Commission and Board as necessary.

Fee, Rates, and Estimated Costs:

The services of this RFP will be provided on an hourly basis. The County may seek to negotiate with the firm prior to award of the contract. Fee proposals shall include:

- 1) Hourly rates to be used.
- 2) Itemized list of fees for additional services.

All fee proposals shall include all insurance required by the County, printing, mailing, documentation, reporting, office overhead, profit, etc.

Should contract negotiations with the selected firm be unsuccessful, the County reserves the right to move to the next firm and begin negotiations.

Qualifications:

The County will retain the services of one or more consulting firm specializing in engineering and land surveying that demonstrate expertise in the services listed herein.

Qualifications or expectations to be considered:

- 1) Professional experience and technical competence of the firm and individuals to be assigned with respect to the scope of services.
- 2) The capacity and capability of the firm to perform the work in question within the time limitations fixed for completion of each assigned project.
- 3) Past record of performance with respect to such factors such as control of costs, quality of work and ability to meet schedules.
- 4) A successful track record, as measured by complexity of engagements and number of years in the field.
- 5) Demonstration of knowledge of Wyoming practices.
- 6) Ability to respond to requests on short notice.
- 7) Licensed to perform engineering and surveying services in the State of Wyoming.

Proposal Requirements:

The proposal should include the following information:

- 1) A letter of introduction.
- 2) A narrative describing the company size, organization, locations, experiences or expertise, names and qualifications/credentials of individuals who will provide services.
- 3) List or examples of similar work or projects completed along with list of references (include names and phone numbers). Include as many as possible specific to other municipalities.
- 4) A narrative describing abilities to respond and perform at a level above the competition.
- 5) Non-proprietary samples of comparable or similar projects.
- 6) Proposed fee structure for this type of engagement.
- 7) Indicate any and all areas of specialty your firm may practice.

Five copies of the proposal should be delivered by 2:00 p.m., May 4, 2022, to:

Molly Bennett, Director of Public Works
13797 Prairie Center Circle, Cheyenne, Wyoming 82009
molly.bennett@laramiecountywy.gov

Questions may be directed to Molly Bennett at (307) 633-4302.

The submission of proposals become public records and may be viewed upon request.

It is the responsibility of the respondent to ensure that their responses are received on or before the submission date and time. Allow sufficient delivery time to ensure receipt by the date and time specified.

CLARIFICATIONS OR SUPPLEMENTS TO REQUEST FOR PROPOSAL: In the event that it becomes necessary to revise any part of this RFP, a notice of any clarifications will be emailed to each respondent who received the original RFP at the required website. It is the responsibility of respondents, prior to submission date, to inquire as to addenda issued and to ensure their response reflects any and all changes. The County will maintain a register of holders of this RFP via the required website. Laramie County will accept questions until **April 26, 2022** and will respond to all questions to all firms who have requested proposal by end of day **April 28, 2022**.

INCURRING COSTS: The County is not liable for any cost incurred by respondents prior to issuance of a legally executed contract. No property interest, of any nature, shall accrue until a contract is awarded and signed by all concerned parties.

RFP CANCELLATION: The County reserves the right to cancel this Request for Proposal at any time, without penalty.

NON-DISCRIMINATION: The respondent shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age, sex, or sexual orientation.

AVAILABILITY OF FUNDS: Financial obligations of the County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to the County.

Evaluation and Award:

- 1) The RFP is designed to be a competitive negotiation platform, where price is not the sole determinative factor.
- 2) The evaluation team will be composed of the Director of Public Works and the County Planning and Development Program Manager.
- 3) The proposals will be reviewed within the context of specific experience in the disciplines required.
- 4) The County may require additional information, documentation, or additional data to clarify or elaborate on materials submitted.

Additional Conditions:

- 1) The successful respondent will be expected to enter into a contract, including insurance requirements, with Laramie County upon terms acceptable to the County. The contents of this RFP, the respondent responses to same and all provisions of the successful qualifier deemed pertinent by the County may be incorporated into a contract and become legally binding.
- 2) The County reserves the right to award the contract to the respondent(s) that the County deems to offer the best overall proposal(s). The County is therefore not bound to accept a proposal on the basis of lowest price. The County reserves the right to reject any or all proposals submitted and/or to waive or ignore any irregularities and/or omissions in any submission and to accept any proposal, portion of proposal, combination of proposal and or to reject or accept any proposal for any reason in its discretion.
- 3) The County at its sole discretion, reserves the right to cancel this RFP, to modify the services sought, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. The County also reserves the right to make multiple awards, based on experience and qualifications if it is deemed to be in the County's best interest.

- 4) Laramie County does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by issuing this Request and/or entering into any agreement with any successful respondent. Further, Laramie County fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this RFP and any subsequent agreement(s).
- 5) Any errors or omissions discovered in this request for proposal, or any additional information needed to clarify any issues in the request, will be communicated to all firms who have expressed an interest in the engagement. The communication will amend the requests accordingly.
- 6) If a respondent discovers any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in this document, the respondent shall immediately notify the County's representative. If respondent fails to notify the County of any error, ambiguity, conflict, discrepancy, exclusionary specifications, or omission in this RFP, the respondent shall submit a response at its own risk and under such conditions. If the respondent is awarded a contract, then such respondent will not be entitled to additional compensation, relief, or time by reason of the error or its later correction.
- 7) It is incumbent upon each respondent to carefully examine all specifications, terms, and conditions contained herein and in all referenced data and documents. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, through the County contact named above. The County will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.
- 8) Respondents are advised that Laramie County is a governmental entity in the State of Wyoming. Public Works projects, such as that referenced herein, carried out by governmental entities are subject to certain legal and regulatory requirements which may or may not be applicable to private entities. Any contract with a successful respondent will contain a requirement to monitor and secure compliance on the project with all applicable laws and regulations including, but not limited to, those contained in Wyoming statute W.S. § 16-6-101 et seq.
- 9) If it becomes necessary for the County to revise or amend any part of this RFP, notice may be obtained by accessing the County website. Respondents in their proposal must acknowledge receipts of amendments. Each respondent should ensure that they have received all addenda and amendments to this RFP before submitting their proposal. Please check the Laramie County web site at <https://www.laramiecountywy.gov/> for a copy of the RFP and addenda.

- 10) All proposals submitted in response to this request become property of the County and public records, so they may be subject to public review. The laws of Wyoming require that the contents of all proposals shall be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal. The respondent must mark in bold red letters the term "CONFIDENTIAL" on that part of the response, which the respondent believes to be confidential. The respondent may be required to submit in writing specific detailed reasons, including any relevant legal authority, stating why the respondent believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. Laramie County will be the sole judge as to whether a claim is general and/or vague in nature. The entire proposal cannot be designated as proprietary or a trade secret. If a request is received to examine portions designated as proprietary or a trade secret, Laramie County will notify the respondent to permit the respondent to defend the proprietary nature of the information.
- 11) The County reserves the right to request additional information, or request clarification, or reject in its sole discretion any and all proposals. Firms may submit a joint proposal.
- 12) Invalidation: If any provision of this RFP is held invalid or unenforceable by any court of competent jurisdiction, or if the County is advised of any such actual or potential invalidity or inability to enforce, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of that the provisions of this RFP are fully severable.
- 13) By submitting in response to this RFP, respondent agrees and understands that this RFP as well as any subsequent agreements shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this RFP or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to Responders and to County. This provision is not intended nor shall it be construed to waive County's governmental immunity as provided in this Agreement.



Laramie County, Wyoming

Engineering RFP Questions and Responses

1. Can we select only certain services to submit for, or do we need to be able to provide all the requested services?
 - a. **You do not need to provide all the services listed in the RFP. Expand on what services you can provide.**
2. Page 2 states that proposals shall be received by email, but page 6 states that 5 copies of the proposal shall be delivered.
 - a. **Only email or digital submission will be accepted. If you prefer hard copies, please provide five (5) copies for use and one (1) digital copy.**
3. For the fee proposal component, I wanted to confirm you are just looking for a rate sheet for now, along with a proposal from us for a fee/contracting mechanism. Is that correct?
 - a. **Yes an hourly rate sheet will be sufficient.**
4. Are you looking for one consultant to provide all services or can you split the services up over multiple consultants?
 - a. **Services can or may be broken up over multiple consultants. Expand on what services you can provide.**
5. Should the submittal be electronic or with hard copies? The first page says to email it to you and page 6 of 9 states that 5 copies should be delivered to public works.
 - a. **Only email or digital submission will be accepted. If you prefer hard copies, please provide five (5) copies for use and one (1) digital copy.**
6. What is the assumed fee structure? Page 5 states that services will be provided on an hourly basis but number 6 under the proposal requirements on page 6 asks for the proposed fee structure. I am assuming that hourly makes sense for this type of engagement but let us know if we need to propose something different.
 - a. **An hourly rate sheet will be sufficient.**
7. Is the RFP targeting an overall qualifications package type of response which can get quite big and bulky or can response be more directed towards the items listed in the RFP?
 - a. **The RFP package can be specific to the information requested in the RFP and it's up to the consultant to determine what other pertinent information is provided.**
8. What type of information are you looking for regarding the Fee, Rates, and Estimated Cost?
 - a. **An hourly rate sheet will be sufficient.**
9. What type of team structure would the County like to see, specifically related to surveying.
 - a. **The County may award multiple contracts and surveying may be awarded for the smaller on-call type survey needs**
10. It was asked what the differentiation between #3 and #5 in the Proposal Requirements section of the RFP
 - a. **Those two are largely similar and consultant can determine how to present comparable / similar project experience(s).**



11. Will the selected Consultant(s) be able to compete ~~complete~~ for other Laramie County project specific design & surveying projects? In the last 6th Penny Ballot, there was \$11,422,795.71 to Laramie County as follows:
 - 1) \$1,860,494.09 to Laramie County for East Jefferson Road reconstruction
 - 2) \$3,045,339.52 to Laramie County for Division Avenue and Wallick Road street and infrastructure upgrade
 - 3) \$610,961.09 to Laramie County for Road 164 reconstruction and return to gravel
 - 4) \$3,470,661.02 to Laramie County for Laramie County Road 142, milling intersection and overlay. Railroad at 143
 - 5) \$2,435,339.99 to Laramie County for East Allison Road reconstruction
 - a. Yes, the selected consultant for the day-to-day services for Public Works and Planning and Development will be able to compete for the 6th penny RFP's.
12. Will the successful RFQ RFP applicant be distributed any of these 6th penny design/construction projects noted above or is this RFQ RFP strictly for Plan review, plat review and other Innoprise related review the current County Engineer provides?
 - a. All 6th penny projects will be put out for RFP's. The selected consultant(s) for the Engineering and Surveying Services RFP will not be precluded from submitting for the current and future 6th penny project designs.
 - b. This RFP is for planning and development reviews and Public Works day-to-day projects and/or assistance.
13. Reference to submittal of cost proposal is simply providing hourly billing rates correct?
 - a. That is correct. An hourly rate sheet will be sufficient.
14. Will consultant be provided access to current and proposed County planning software and is training involved?
 - a. Yes, the selected consultant will be provided the training and resources to work within the current and future development software applications.
15. Is a certified Planner required to provide comments on Development Projects?
 - a. A certified planner would be preferred but not required. The review planner will be determined on a case by case basis with each project.
16. Is a certified Flood plain manager required to provide review and evaluation of items impacting the Floodplain?
 - a. Yes.
17. Is a Licensed Wyo. surveyor required to provide comments on plats and other misc. land surveying services?
 - a. Yes.
18. Is the number of copies to be provided specified as 5 correct as the evaluation team appears to be made up of two?
 - a. Email or digital submission will be accepted. If you prefer hard copies, please provide five (5) copies for use and one (1) digital copy.
19. What is the period for providing services? One year? 5 years? Will there be options to renew or extend the contract?
 - a. Being that this is a change, this year will be an exception. We will have the selected consultant(s) under contract from July 1, 2022 through December 31, 2023. Future contracts outside of this first round are to be determined.
20. Is professional Liability insurance coverage required? If so what limits and coverage is required?
 - a. Yes, the specifics will be determined at time of contract negotiations.
21. Is it possible to extend the RFP deadline from May 4, 2022 to May 11, 2022?
 - a. The deadline for this submittal is May 4, 2022 at 2pm.



22. Can you provide a little more explanation or some guidelines on what you'd like to see for the non-proprietary samples of comparable or similar projects?
- a. The RFP package can be specific to the information requested in the RFP and it's up to the consultant to determine what other pertinent information is provided.
 - i. Examples may be: Other projects for municipalities, development specific projects, design and construction administration work etc.
23. Is the intent of this RFP for the County to have several firms it can draw from for proposals and/or advisement similar to how the City, School District, and other major government entities do or is there a preference to select one firm only in the selection process?
- a. Multiple consultants will be selected by the County based on need and services provided by the consultant. Projects and/or reviews will be offered to the consultant at the discretion of the Public Work's director and/or Development/Planning Program Manager. Based on capacity and timelines, the County reserves the right to offer the project and/or development action to another consultant on the call list.
 - i. This RFP will be for development reviews through planning and development and also for day to day projects and design for public works.
 - ii. Major projects related to road design and other major projects for public works may still be put out for RFP depending on the cost and/or scope. This RFP will not necessarily exclude the consultant(s) from those future RFPs.
24. I do not see a limit either in pages for the proposal, or in resumes to be included.
- a. That is correct. Please use your discretion.
25. Do we need to submit resumes for every person we expect may perform the work if chosen, or are you ok with something like the 5 most likely?
- a. The number mostly likely to complete the work would be acceptable. Please use your discretion.
26. What time commitment is the county expecting applicants to be capable of devoting to Laramie County specific projects? Are you looking for 20-30 hours a week for the next 6-12 months, or something of the such?
- a. There is no guarantee of work included with this RFP and the selected consultant(s). These services will be on an as needed basis. Multiple consultants will be selected by the County based on need and services provided by the consultant. Projects and/or reviews will be offered to the consultant at the discretion of the Public Work's director and/or Development/Planning Program Manager. Based on capacity and timelines, the County reserves the right to offer the project and/or development action to another consultant on the call list.
27. The RFP reads as though the county may pick multiple firms and rotate through them for different projects as needed. Is this for the most part an accurate interpretation?
- a. Yes.
28. The RFP mentions some building code review. Does the County have any requirements of us in terms of certified building code inspectors?
- a. This RFP is specific to review of plans for building code review. The reviewer needs to have the appropriate credentials to complete the reviews. If the consultant can provide certified building code inspectors, feel free to include that within the services you could provide.

Disclaimer: These answers are to the best of our current knowledge and are subject to change. If selected to continue, terms and conditions will be finalized within the agreement between the consultant and Laramie County.

Attachment B

Laramie County On-Call Engineering and Surveying Services

Scope of Services

Laramie County Wyoming has selected HDR for engineering, planning, and surveying services. HDR brings Laramie County access to an experienced team of local, regional, and national experts. Our Cheyenne office will be the hub of our project team; providing responsive project management, development review, collaborative design, and many other engineering and surveying services locally. This breadth of services provides unmatched value to Laramie County and allows HDR to quickly respond to your project needs and incorporate technical expertise no matter the size of the task at hand.

By partnering with HDR, Laramie County receives the best of both worlds; scalable teams capable of meeting any project challenges and a trusted and responsive service provided by local staff.

Project Manager, Todd Mattson in the Cheyenne office, has over 12 years of experience working on a wide variety of civil engineering projects for municipalities and local governments throughout the State of Wyoming. Leveraging his experience and understanding of the local engineering environment, you can be confident that the needs of Laramie County Public Works and Planning and Development will be met with success.

When selected for future projects or task orders, HDR will help Laramie County find success through:

Local staff providing a depth of expertise on a variety of civil engineering and planning related projects. Laramie County will be partnering with a full-service firm that can deliver the services and needs that may be encountered. By working with a variety of Wyoming clients we have a history performing development reviews, planning studies, detailed designs, bidding, and construction management projects. The three HDR Wyoming offices work closely together on projects across the State and have a proven track record successfully delivering projects for Counties across Wyoming.

Regionally, and nationally, we are supported by staff that offers a range of specialty services. For instance, services like Strategic Communication can be helpful when complex public engagement is required. Another example being HDR's Real Estate Services group, which specializes in landowner engagement, easement, property valuation, and right of way acquisition on both federally and non-federally funded projects. A full list of specialty services can be provided upon request.

In addition to building 'clients-for-life' in the communities we work, HDR is currently the acting agency, or community, Engineer and Surveyor for five municipalities in the State of Wyoming. We recognize the importance of acting as an extension of your staff and have the experience to successfully interface with the Public Works and Planning and Development offices.

As outlined in the Request for Proposals HDR's 2022 Hourly Billing Rates sheet is included for reference; and will be the basis for work performed under this Contract.

HDR Engineering 2022 Hourly Billing Rates

Enclosed are the 2022 Hourly Billing Rates for HDR Engineering. These rates shall be adjusted annually to reflect any salary adjustments incurred by employees. The rates listed below do not include reimbursable expenses or hourly rates for equipment as defined below.

Description	Billing Rate/Hour
Managing Principal	225
Senior Project Manager	215
Project Manager III	195
Project Manager II	180
<u>Project Manager I</u>	<u>165</u>
Engineer VI	195
Engineer V	180
Engineer IV	165
Engineer III	145
Engineer II	130
<u>Engineer I</u>	<u>115</u>
Senior ASME Engineer	195
ASME Engineer	180
System Integrator Engineer III	195
System Integrator Engineer II	155
<u>System Integrator Engineer I</u>	<u>115</u>
Engineering/Field Services Technician V	175
Engineering/Field Services Technician IV	155
Engineering/Field Services Technician III	125
Engineering/Field Services Technician II	105
<u>Engineering/Field Services Technician I</u>	<u>95</u>
Cadd/GIS Technician IV	135
Cadd/GIS Technician III	115
Cadd/GIS Technician II	105
<u>Cadd/GIS Technician I</u>	<u>95</u>
Right of Way IV	195
Right of Way III	175
Right of Way II	155
Right of Way I	120
<u>Right of Way Coordinator</u>	<u>95</u>
Environmental Scientist V	180
Environmental Scientist IV	160
Environmental Scientist III	140
Environmental Scientist II	125
<u>Environmental Scientist I</u>	<u>110</u>
Senior Land Surveyor	155
Land Surveyor	135
Survey Technician III	125
Survey Technician II	110
<u>Survey Technician I</u>	<u>95</u>

Senior Construction Manager	195
Construction Engineer III	175
Construction Engineer II	155
Construction Engineer I	125
<u>Construction Inspector</u>	<u>95</u>
Strategic Communications/Graphic Designer IV	165
Strategic Communications/Graphic Designer III	145
Strategic Communications/Graphic Designer II	130
<u>Strategic Communications/Graphic Designer I</u>	<u>100</u>
Project Controller	95
Project Assistant	95
Admin Assistant	70

HDR has technical experts in various geographic locations that may be utilized based on specific project need. This specialized expertise is not subject to the above rates and associated billing rates are to be determined at the time of contract negotiation.

Direct Expenses

Traffic Counting Equipment	\$120.00 per hour
Survey/GPS Equipment	\$50.00 per hour
Robotic Total Station	\$50.00 per hour
Side-by-Side Utility Vehicle	\$25.00 per hour
Handheld GPS	\$20.00 per hour
Mileage	\$0.75 per mile
Printing:	
B&W 8.5x11	\$0.041 each
Color 8.5x11	\$0.138 each
B&W 11x17	\$0.079 each
Color 11x17	\$0.273 each
Plots Bond	\$0.459 per sq. ft.

OTHER REIMBURSABLE EXPENSES

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, computer usage, telephone, shipping, and express, and other incurred expense. Unless negotiated otherwise in the contract, HDR will add 10% to invoices received from subconsultants and subcontractors to cover administrative expenses and vicarious liability. Hourly equipment charges apply to specific equipment used on the project.

HDR Engineering, Inc. Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or 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.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence.

OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER

beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will

entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral

understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the Work in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial. In the event OWNER issues discovery, subpoenas directed at ENGINEER, or involves ENGINEER in other aspects of litigation or legal process that are adversarial in nature, OWNER will not be required to reimburse ENGINEER for reasonable costs or compensate ENGINEER at its standard rates for reasonable time incurred in gathering information and documents, responding to discovery or subpoenas, and attending dispositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

No third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

21. UNMANNED AERIAL SYSTEMS

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or assessed by ENGINEER are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

23. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

Attachment C

Insurance Requirements for Professional Services

Contractor shall procure and maintain for the duration of the contract, *and for 5 years thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, subcontractors, contractors, or consultants.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence, and endorsed with Stop Gap coverage providing Employers Liability insurance with limits no less than \$1,000,000 per accident for bodily injury or disease. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Umbrella or Excess Liability:** Contractor may achieve required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in same or greater coverage as coverages required in paragraphs 1 and 2 above, and in no event shall any excess or umbrella liability insurance provide narrower coverage than primary policy. Excess policy shall not require exhaustion of underlying limits only through actual payment by underlying insurers.
4. **Workers Compensation** as required by the State of Wyoming, with Statutory Limits.
5. **Professional Liability** with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If Contractor maintains broader coverage and/or higher limits than minimums shown for insurance, including but not limited to umbrella or excess liability insurance, Laramie County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Laramie County.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Laramie County. At the option of the Laramie County, either: the Contractor shall cause the insurer to reduce or eliminate such self-insured retentions as respects the Laramie County, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Laramie County guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Laramie County, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. For any claims related to this project, the **Contractor's insurance coverage shall be primary and noncontributory** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects Laramie County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Laramie County, its officers, officials, employees, or volunteers shall be excess of the Lead's insurance and shall not contribute with it.

Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to Laramie County.

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the CONTRACTOR must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to Laramie County for review.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to Laramie County.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

Verification of Coverage

Contractor shall furnish Laramie County with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received by Laramie County within 2 weeks of work commencing. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Laramie County reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors, contractors, or consultants maintain same insurance meeting all requirements stated herein. Contractor shall ensure that Laramie County is an additional insured on insurance required from subcontractors, contractors, or consultants. For CGL coverage subcontractors, contractors, or consultants shall provide coverage with a form at least as broad as CG 20 38 04 13.

Special Risks or Circumstances

Laramie County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.