# LARAMIE COUNTY PUBLIC WORKS/PLANNING DEPARTMENT PROFESSIONAL SERVICES CONTRACTOR AGREEMENT LARAMIE COUNTY, WYOMING / WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and Wood Environment & Infrastructure Solutions, Inc., 920 East Sheridan Street, Suite A, Laramie, Wyoming 82070 ("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' (Proposal submitted by CONTRACTOR, attached hereto and incorporated herein).

#### 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

#### V. GENERAL PROVISIONS

- A. <u>Independent Contractor</u>: 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. <u>Preference-Wyoming Labor</u> 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. <u>Acceptance Not Waiver</u>: 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. <u>Termination:</u> 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. <u>Entire Agreement:</u> This Agreement (5 pages), Attachment 'A' (12 pages), Attachment 'B' (17 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. <u>Assignment:</u> 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. <u>Modification:</u> This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.
- H. <u>Invalidity:</u> 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. <u>Applicable Law and Venue:</u> 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. <u>Contingencies:</u> 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. <u>Discrimination:</u> 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. <u>ADA Compliance</u>: 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. <u>Governmental/Sovereign Immunity:</u> 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. <u>Indemnification:</u> 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 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. <u>Third Parties:</u> 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. <u>Conflict of Interest:</u> 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. <u>Force Majeure:</u> 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. <u>Limitation on Payment:</u> 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. <u>Notices:</u> 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. <u>Compliance with Laws:</u> 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 / WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.

# Signature Page

LARAMIE COUNTY, WYOMING		
By:Chairman, Laramie County Commissioners	Date _	
ATTEST:		
By: Laramie County Clerk	Date _	
WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS,	, INC.:	
By: Paran Munay	Date _	7-01-2022
This Agreement is effective the date of the last signature affixed to	this pa	ige.
REVIEWED AND APPROVED AS TO FORM ONLY:	Date	M5/27
By:	Date_	1000



# 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.
- 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.

<u>CLARIFICATIONS OR SUPPLEMENTS TO REQUEST FOR PROPOSAL:</u> 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 <u>April 26, 2022</u> and will respond to all questions to all firms who have requested proposal by end of day <u>April 28, 2022</u>.

<u>INCURRING COSTS</u>: 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.

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

<u>NON-DISCRIMINATION:</u> 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)Invalidity: 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 6<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> 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 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.

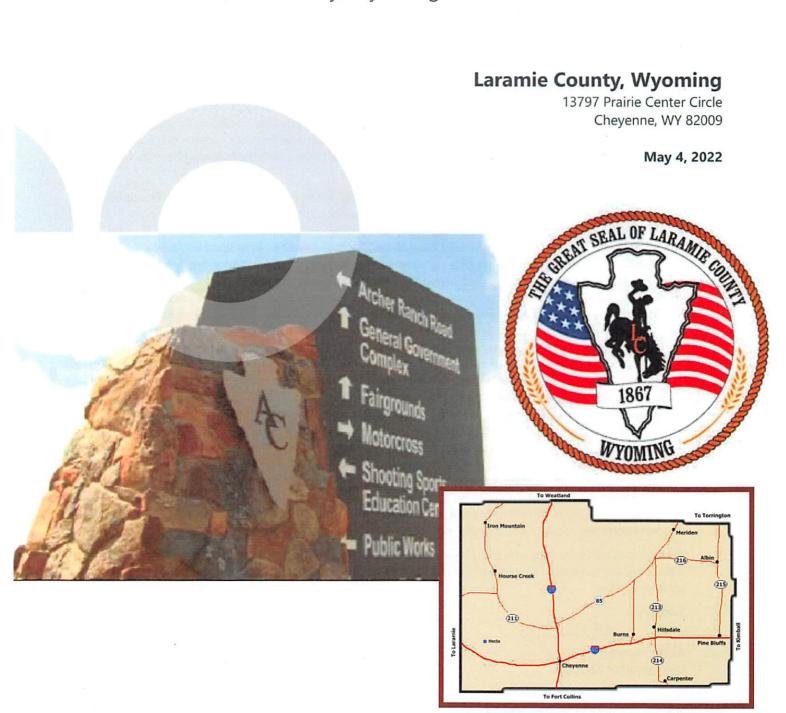


- 22. Can you provide a little more explanation or some guidelines on what you'd like to see for the non-proprietary samples of comparable or similar projects?
  - a. The RFP package can be specific to the information requested in the RFP and it's up to the consultant to determine what other pertinent 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?
  - 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.

# wood.

Proposal for As-Needed Engineering and Surveying Services for Laramie County, Wyoming





Wood Environment & Infrastructure Solutions, Inc. 920 East Sheridan St., Ste. A Laramie, WY 82070 T: 307-460-3249 www.woodplc.com

May 4, 2022
Laramie County
Public Works
molly.bennett@laramiecountywy.gov

#### Subject: Proposal - As-Needed Engineering and Surveying Services

Dear Ms. Bennett:

Wood Environment and Infrastructure Solutions, Inc. (Wood) is excited to submit this proposal for your As-Needed Engineering and Surveying Services Project. Wood will lead this project from our Laramie, Wyoming, office, and **will focus on Floodplain Management**. Wood has been providing floodplain management, stormwater master planning, modeling, and design services from our Laramie office since 2006. As our submittal demonstrates, Wood can provide Laramie County with the following benefits on this project:

- Demonstrated success on similar projects in Wyoming. Wood is currently acting as the Floodplain Administrator for the City of Laramie, serving in this role since 2017. In addition to developing a Floodplain Development Permit application, we have provided the City with timely reviews, interpreted FIRM boundaries for special flood hazard areas, determined base flood elevations, determined building and maintenance requirements for allowable construction in the floodplain, and assisted residents with letter of map revision requests. In this role, we have also reviewed hydrologic and hydraulic calculations for proposed developments, ensuring compliance with federal, state, and local requirements and adherence to City drainage master plans. Wood has also provided similar services for the City of Green River, Town of Jackson, Town of Greybull, and F.E. Warren AFB.
- Rapid response and close coordination. This project will be staffed from our Laramie office, which will allow us to be available for in-person meetings and site visits on short notice. We take pride in the fact that in our 5 years as Floodplain Administrator for the City of Laramie, we have never missed a review deadline. We will bring this same dedication to Laramie County, allowing you to continue providing a high level of service to your residents and the development community.
- Confidence in our qualified staff. Our proposed Project Manager, Aaron Murray, is a registered Wyoming P.E. (No. 10642) and Certified Floodplain Manager (No. US-07-02947). Aaron will lead the review and sign off on all development permit applications. He has over 21 years of experience in all areas of stormwater management, including modeling, master planning, design, and construction oversight of stormwater improvements, stormwater quality permit management, stormwater program and drainage criteria manual development, and stormwater funding. This broad expertise will inform the accurate and practical application of floodplain management regulations.

We look forward to working with you. Please contact me at 307-460-3249 or aaron.murray@woodplc.com if you have any questions or need additional information. We appreciate this opportunity to support Laramie County.

Sincerely,

Aaron Murray, PE, CFM

Laramie Office Manager



## 1. Company Information (The Wood Team)

With more than 4,300 employees in the US, Wood Environment & Infrastructure Solutions, Inc., (Wood) is a leader in providing engineering and consulting services to private and public clients. We offer a range of services and expertise from master planning, through construction, and operation. Our depth of staff and resources allow us to provide comprehensive turnkey solutions that set us apart from our competitors.

Wood brings a national focus on municipal stormwater management to this project. We are proud of our reputation for excellence in stormwater projects. Wood is fortunate to have a group of senior stormwater professionals who work together to provide the best expertise in the US, based on ongoing work with numerous municipal stormwater clients and corporately funded research and development. What sets Wood apart from other

#### Wood's Advantage

- Experience in floodplain management and similar stormwater services in Wyoming communities.
- Responsive, qualified staff that do not have conflicts of interest with Laramie County developments.
- Have staff capacity to meet Laramie
   County review deadlines
- Working relationship with Wyoming NFIP State Coordinator, Kim Johnson

consultants that offer stormwater program support is our major technology transfer activities between offices, weekly communication and support between our staff, and workshops that support the development of new tools and technologies for stormwater projects. This focus on stormwater will benefit Laramie County because municipal stormwater projects take a front seat in our firm, they are not just another discipline, as in some companies.

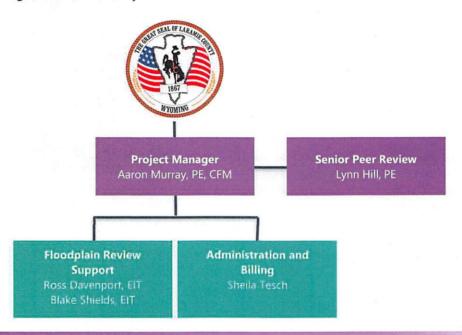
#### Firm Contact Information:

Aaron Murray, PE, CFM
Wood Environment & Infrastructure Solutions, Inc.
920 E. Sheridan St., Suite A
Laramie, WY 82070
307-742-9947 (office)
307-399-6345 (mobile)
aaron.murray@woodplc.com



#### Key Personnel:

The key personnel that will be dedicated to this project are presented in the organizational chart below. This project will be led by staff in our Laramie, Wyoming, office. All work conducted will be supervised, reviewed, and stamped (if needed) by a Professional Engineer licensed in Wyoming, and Certified Floodplain Manager, Mr. Aaron Murray.



#### Aaron Murray, PE, CFM [WY #10642] - Project Manager

Mr. Murray leads Wood's office in Laramie, WY. Mr. Murray has over 21 years of experience in stormwater engineering and is a Certified Floodplain Manager. His technical proficiency includes hydrologic and hydraulic modeling, low impact development (LID) and green infrastructure

design, design of stormwater facilities, stormwater quality permits and stormwater monitoring. Mr. Murray's project experience includes floodplain management, development review, stormwater master planning and design; MS4 permit compliance, stormwater modeling, and stormwater utility formation. Some of his Wyoming stormwater program development experience includes:

- Acting Floodplain Administrator, City of Laramie, WY
- Stormwater Model and Masterplan, City of Green River, WY
- Stormwater Program Development, Town of Jackson, WY
- Acting Development Review Engineer, Greenwood Village, CO

"Aaron is to be commended for his ability to listen and incorporate into the design; it has been a pleasure to work with him."

F.E. Warren AFB



#### Lynn Hill, PE - Senior Peer Review

Mr. Hill has over 35 years of experience in management, design, and construction services in many diverse practice areas including airports, schools, highways, municipal engineering, pathways, site development, pipelines and water resources, traffic, drainage, and irrigation facilities. His work has included Owner's Representative services, senior review, guidance, mentoring and construction administration on numerous diverse projects within these areas.

#### Ross Davenport, EIT – Floodplain Review Support

Mr. Davenport is proficient in AutoCAD, GIS, and multiple stormwater modeling programs, including PCSWMM, EPA SWMM, and HEC-RAS. He has provided support for the last five years on floodplain development reviews for the City of Laramie, interpreting FIRM maps and determining base flood elevations. Mr. Davenport has created floodplain models to support the development and revision of FEMA floodplains in Wyoming, Missouri, and elsewhere. Recently, Mr. Davenport was the lead modeler for the South Laramie Drainage Master Plan and the Green River Master Plan. Mr. Davenport also worked to update the City's stormwater mapping, using ESRI Collector to update the City's GIS database in real time, using mobile devices.

# 2. Examples of Similar Work

We have assembled a team with experience providing all Floodplain Management services in the RFP in the Rocky Mountain area and nationally. Our team has worked together to provide stormwater program support to Laramie (WY), Pinedale (WY), Green River (WY), Jackson (WY), Arapahoe County (CO), Douglas County, (CO), Greenwood Village (CO), Malmstrom AFB (MT), Aspen (CO), and national clients such as Nashville (TN), Indianapolis (IN), Birmingham (AL) and Wichita (KS). Wood has developed stormwater ordinances, floodplain ordinances, and/or drainage criteria manuals for dozens of communities, including Greenwood Village (CO), Aspen (CO), Nashville (TN), Wichita (KS), and Philadelphia (PA). In the western US alone, Wood has provided stormwater program prioritization and revenue assistance in Arapahoe County (CO), Adams County (CO), Glendale (CO), Commerce City (CO), Aspen (CO), Fountain (CO), Centennial (CO), Colorado Springs (CO), Douglas County (CO), Grand Junction (CO), Mesa County (CO), Wichita (KS), Junction City (KS), and Billings (MT). Our holistic stormwater experience, from planning through design, construction and operation, will provide a broad perspective and understanding of the bigger picture to provide practical reviews for Laramie County.

A detailed description of our Team's experience on recent relevant projects is provided below, along with client reference information.





#### Floodplain Administrator, City of Laramie, WY, 2017 - present

Relevance: Floodplain Management in Wyoming

Since 2017, Wood has been under contract with the City of Laramie to act as Floodplain Administrator. Services provided have included: reviewing development plans and floodplain permit applications, providing floodplain verification letters, reviewing no-rise certifications for development in the floodway, reviewing elevation certificates, responding to resident questions regarding development in/near special flood hazard areas, updating the city-wide stormwater model, and evaluating proposed stormwater projects for compliance with City master planning efforts.

"The City appreciates the timeliness and thoroughness of Wood's Floodplain Administrator services" Eric Jaap, Laramie City Engineer

Client Reference: Eric Jaap, City of Laramie, City Engineer, 307-721-5345, EJaap@cityoflaramie.org

#### Community Development Engineer, City of Greenwood Village, CO

Relevance: Floodplain Management in Region

While acting as a contracted Community Development Engineer, provided plan review and inspection of stormwater drainage designs in accordance with Greenwood Village and Urban Drainage and Flood Control District criteria. Reviewed drainage plans for commercial, residential subdivision, and single-family home developments.

Client Reference: George Weaver, 303-773-0252

### Stormwater Management Program, Phase 1, Town of Jackson, WY, 2021

Relevance: Stormwater Program Development in Wyoming, including review of Floodplain Management and Community Rating System

Wood assembled a nationwide team of stormwater experts and teamed with a local consultant to prepare a scope of work, cost estimate, and schedule for a stormwater program to assist the Town of Jackson in improving the water quality of local water bodies and reduce capital and maintenance costs. Wood reviewed previous plans, local ordinances, including floodplain management regulations, and current work by local watershed groups. The scope included a review of FEMA's Community Rating System (CRS) and steps the Town would need to take to join CRS. To compare various approaches to stormwater management, Wood identified similar resort communities. The



Wood Team drafted a scope of work that included specific tasks for public education, mapping, stormwater modeling, formation of focus groups, creation of stormwater manuals for erosion control, flood control, water quality, and maintenance, and evaluating potential funding mechanisms. Green infrastructure approaches were incorporated into post-construction and capital project scopes.

Client Reference: Floren Poliseo, Town of Jackson, Public Works Director, 307-733-3932, <a href="mailto:fpoliseo@jacksonwy.gov">fpoliseo@jacksonwy.gov</a>



#### Stormwater Model and Master Plan, City of Green River, WY, 2020-2022

Relevance: Example of Stormwater and Floodplain Ordinance Development in Wyoming

Wood developed a city-wide stormwater model for the City of Green River to identify flooding areas during major and minor storm events and prepare a master plan for implementation of recommend solutions. Oversaw the collection of survey and GIS data for all stormwater infrastructure in the City rightof-way, including inlets, manholes, culverts, open channels, and detention ponds. The mapping data was used to create a unique, detailed model that incorporated all existing stormwater inlets, considered both street flows and subsurface (pipe) flows, and included the operation of two stormwater lift stations. Flooding areas during 2, 10, and 100-year events for both existing and future development conditions were identified using the model. Solutions were developed and inserted into the model to evaluate performance. Developed construction cost estimates for each recommended project. A user-friendly spreadsheet tool was created to prioritize recommended projects based on cost, flood benefits, water quality benefits, and several other factors. Wood reviewed the City's existing floodplain management ordinances and prepared draft updated ordinances.

Client Reference: Mark Westenskow, City of Green River, Director of Public Works, 307-872-0525, mwestenskow@cityofgreenriver.org

#### Floodplain Management Services, Town of Greybull, WY, 2015-2022

Relevance: Example of Floodplain Management in Wyoming

Wood acted as the Engineer of Record for certification of two levees that protect the Town of Greybull, WY from Big Horn River and Dry Creek flooding. Wood conducted a hydraulic analysis to determine levee deficiencies. A design for levee improvements to provide the required freeboard and to protect the levee embankment from erosion. A Conditional Letter of Map Revision (CLOMR) for the levee improvements was prepared by Wood and approved by FEMA. Wood assisted with preparation of FEMA Hazard Mitigation Grant Program application to successfully obtain over \$500K in grant assistance. Wood provided construction administration services. A Letter of Map Revision (LOMR) is currently under final review by FEMA.

Client Reference: Carrie Hunt, Town of Greybull, Town Administrator, 307-765-9431, greybulladmin@mailwyo.com

# 3. Ability to Respond and Perform

The Wood Team assembled for this project is motivated and available to work on this project. Our Laramie office recently finalized the Stormwater Model and Master Plan for the City of Green River and will have availability to support Laramie County immediately. Though we don't anticipate any staffing issues for this project, Wood has a nationwide network of stormwater professionals that we can draw from if needed.

May 2022

wood



# 4. Samples of Comparable Projects

Details of similar projects have been provided in the section above.

## 5. Proposed Fee Structure

Role	Name (Office)	Hourly Rate
Project Manager	Aaron Murray, PE, CFM (Wood Laramie)	\$175
Senior Engineer	Lynn Hill, PE (Wood Laramie)	\$150
Technical Professional 3	Ross Davenport, EIT (Wood Laramie)	\$100
Technical Professional 2	Blake Shields, EIT (Wood Laramie)	\$80
Administration and Billing	Sheila Tesch (Wood Laramie)	\$70

#### Other Fees:

- Mileage (\$0.58 per mile)
- Other expenses Cost plus 10%.

## 6. Areas of Specialty

Wood is responding to this RFP specifically to provide Floodplain Management services to Laramie County.

Wood is proud of our decades of history supporting local governments in stormwater and floodplain management, from flood reduction and mitigation to community outreach and education, to Municipal Separate Storm Sewer System (MS4) permit compliance. Our experience includes providing the following services to local governments:

- Program Planning and Organizational Assessment
- MS4 Program Plan development and updates
- Operational effectiveness assessment
- Capital project planning
- Design and implementation of stormwater infrastructure
- MS4 program support including Stormwater Management Program preparation
- MS4 permit negotiation and policy development
- Employee training for permit compliance
- Industrial stormwater permitting and inspection, including Stormwater Pollution Prevention Plan preparation
- Stormwater water quality monitoring program development and execution
- Hydraulic and hydrologic analysis community-wide and within sub-basins
- Stream restoration design and construction oversight
- Watershed planning services
- Stormwater Ordinance review and comprehensive consolidation
- Flood mitigation planning including levee assessment and rehabilitation
- GIS drainage system mapping and MS4 compliance mapping analysis

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Appendix A: Professional Resume of Certified Floodplain Manager



# Aaron Murray, PE, CFM

Associate Civil Engineer

#### **Professional Summary**

Aaron has over 21 years of experience in water resources engineering and is a Certified Floodplain Manager (CFM). He has modelled and designed dozens of stormwater detention facilities for Laramie (WY), Green River (WY), Pinedale (WY), Greenwood Village (CO), Malmstrom AFB (MT), Ramstein and Spangdahlem Air Bases (Germany), Castle Rock (CO), Calgary (Canada) and Douglas County (CO). He was the lead engineer for the Turner Tract and Linford School detention ponds in Laramie, and Tommy Davis Park, Village Greens Park, and Caley Square ponds in Colorado. Aaron has eight years of experience as a technical lead for a storm water monitoring program at a Superfund remedial investigation site. His technical proficiency includes low impact development (LID) and green infrastructure design, hydrologic and hydraulic modeling, water conservation planning, design of storm water facilities, stormwater quality permits and stormwater monitoring. Mr. Murray's project experience is diverse, including stormwater master planning and design; MS4 permit compliance, stormwater modeling, and stormwater utility formation.

#### Qualifications

#### Education

- MS, Environmental Engineering, University of Wyoming, 2001
- BS, Civil Engineering, University of Wyoming, 1997

#### Registrations / Certifications / Licenses

- Professional Engineer, CO, 38928
- Professional Engineer, MO, PE-2006029706
- Professional Engineer, MT, 18347
- Professional Engineer, SD, 8993
- Professional Engineer, WY, 10642
- Certified Floodplain Manager, US, US-07-02974

#### Wood Experience

#### Floodplain Administrator

#### City of Laramie, 2017 - present

Currently acting as contracted Floodplain Administrator for the City of Laramie. Services provided have included: reviewing development plans and floodplain permit applications, providing floodplain verification letters, reviewing no-rise certifications for development in the floodway, reviewing elevation certificates, responding to resident questions regarding development in/near special flood hazard areas, updating the city-wide stormwater model, and evaluating proposed stormwater projects for compliance with City master planning efforts.

#### Project Manager and Engineer of Record

#### West Laramie Stormwater Outfall

Currently preparing final design and construction documents for a storm sewer outfall for an area of West Laramie that is currently not served by a storm sewer system. The project includes over 5,000 linear feet of storm sewer, ranging from 24 inches in diameter to 4' x 5' box culverts. The design includes a small detention pond on property owned by the City that will be used to manage stormwater discharges so that an existing box culvert under Interstate-

### **Years of Experience**

21 (18 with Wood)

# Office of Employment

West US - Laramie

#### Languages

English - Fluent

#### **Professional Associations**

- Member, Association of State Floodplain Managers
- Member, Society of American Military Engineers

#### **Areas of Expertise**

- Civil Engineer
- Environmental Engineer
- Hydrologist/Hydrogeologist
- Hydraulic Engineer
- Sanitary Engineer
- Water Resources Engineer





80 can be used, avoiding disturbance of the I-80 right-of-way. As most streets in the project area are currently unpaved, Wood's design includes placement of storm inlets at locations that can be incorporated into future street designs.

#### Project Manager and Engineer of Record

#### Optimize Drainage Ponds, Laramie, WY 2021-2022

The City of Laramie had identified several detention ponds that were not fully utilized, including the three ponds in north Laramie: Nighthawk & 22nd, Binford & 22nd, and Reynolds & 22nd. Modified city-wide stormwater model to include a variety of outlet structures to determine the best approach, and whether capacity was available for storm water quality management. Also evaluated diversion of additional storm flows into the ponds. Currently preparing final designs and construction documents to install outlet structures to use a "full-spectrum" detention approach, which is a method that aims to release runoff at historic rates for all storm events, and to include water quality capture volume to remove sediment from the pond discharges.

#### Project Manager and Engineer of Record

#### Turner Tract Regional Detention Ponds, Laramie, WY, 2019-2020

Prepared final design and construction documents for two regional detention ponds that will reduce the risk of downstream flooding in Laramie, WY. The Beech Pond has 8 acre-feet of storage and included an outlet structure to restrict flows during small events and pass the 100-year event without overtopping the adjacent roadway. The Regency Pond includes approximately 20 acre-feet of storage and the design incorporated a regional trail system. Each pond included the design of multiple grouted boulder drop structures to prevent erosion from the incoming open channels. Also provided construction observation services.

#### **Project Manager**

#### Stormwater Program Development, Phase 1, Town of Jackson, WY, 2020 - 2021

Led a nationwide team of stormwater experts in preparing a scope of work, cost estimate, and schedule for a stormwater program that will help the Town improve the water quality of local water bodies and reduce capital and maintenance costs. Reviewed previous plans, local ordinances. and identified similar resort communities for comparison. Drafted scope of work for public education, mapping, stormwater modeling, formation of focus groups, creation of stormwater manuals for erosion control, flood control, water quality, and maintenance, and evaluating potential funding mechanisms. Integrated green infrastructure into post-construction and capital project scopes.

#### **Project Manager**

#### Stormwater Model and Master Plan, City of Green River, WY, 2020 - 2021

Managed the development of a city-wide stormwater model for the City of Green River to identify flooding areas during major and minor storm events and prepare a master plan for implementation of recommend solutions. Oversaw the collection of survey and GIS data for all stormwater infrastructure in the City right-of-way, including inlets, manholes, culverts, open channels, and detention ponds. The mapping data was used to create a unique, detailed model that incorporated all existing stormwater inlets, considered both street flows and subsurface (pipe) flows, and included the operation of two stormwater lift stations. Flooding areas during 2, 10, and 100-year events for both existing and future development conditions were identified using the model. Solutions were developed and inserted into the model to evaluate performance. Developed construction cost estimates for each recommended project. A user-friendly spreadsheet tool was created to prioritize recommended projects based on cost, flood benefits, water quality benefits, and several other factors.

#### **Project Manager**

#### City-Wide Master Drainage Plan, Laramie, WY, 2018 - 2020

Combined storm drainage infrastructure mapping and modeling from previous studies to created detailed hydrologic and hydraulic model for entire City. Created CIP Prioritization Tool to allow City to rank recommended projects based on cost, flood benefits, environmental and recreational benefits, constructability, and other factors.

#### **Engineer of Record**

#### Greybull Levee Certification, Town of Greybull, WY, 2015 - 2019

Engineer of record for certification of two levees that protect the Town of Greybull, WY from Big Horn River and Dry Creek flooding. Conducted hydraulic analysis to determine levee deficiencies. Oversight of design of levee improvements to provide required freeboard and to protect levee embankment from erosion. Assisted with

preparation of FEMA Hazard Mitigation Grant Program application to successfully obtain over \$500K in grant assistance. Provided construction administration services.

#### Lead Floodplain Engineer

#### Floodplain Modeling and No-Rise Certification, Bunker Hill Superfund Site, Kellogg, ID, 2017-2018

Directed the preparation of a hydraulic analysis to support a no-rise certification for construction of remedial actions in the floodway. Obtained effective HEC-RAS model from FEMA and ran the model to confirm consistency with the effective Flood Insurance Study. Prepared a corrected-effective model to incorporate updated topographic mapping in the project area. Prepared a post-project model to determine the impacts of proposed construction in the floodway. Designed compensatory grading to prevent any increase in floodplain elevations. Confirmed with post-project model. Prepared no-rise certification memorandum.

#### **Project Manager**

Storm Water Pollution Prevention Plan for WYDOT Project: West Belt Loop Road, Natrona County, WY, 2012 Directed preparation of a Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent to obtain coverage under a Wyoming Department of Environmental Quality (WDEQ) storm water discharge permit for construction activities related to approximately seven miles of highway near Casper, WY.

#### **Project Manager**

#### South Laramie Master Drainage Plan, Laramie, WY, 2014 - 2017

Developed storm water drainage master plan for the southern portion of the City of Laramie, WY. Updated City's stormwater infrastructure mapping in real time using smartphones/tablet computers. Created hydrologic and hydraulic model of storm drainage system, identified existing problem areas, and recommended solutions. Prioritized list of recommended projects, with estimated construction costs. Low impact development (LID) practices and other water quality improvements were evaluated.

#### **Project Manager**

#### Pinedale Drainage Master Plan, Town of Pinedale, WY, 2008-2010

Prepared storm water drainage study and 5-year master plan for the Town of Pinedale, WY. Scope included gathering existing and future basin characteristics to develop an EPA SWMM 5.0 model to determine peak flow rates for multiple storm events and to document problem areas. Prepared a 5-year plan for capital improvements and system maintenance. Alternatives evaluated for storm water management included Low Impact Development (LID) techniques utilizing infiltration within road rights-of-way.

#### **Project Manager**

#### Storm Water Management Plan Update, Malmstrom AFB, MT, 2009 - 2010

Prepared update of Storm Water Management Plan (SWMP) to satisfy the requirements of Malmstrom Air Force Base's (MAFB) Phase II storm water discharge permit for its Municipal Separate Storm Sewer System (MS4). Conducted a work session with MAFB staff to inform them of new permit requirements and solicit input on desired changes to SWMP approach. Reviewed and completed MS4 permit renewal application and coordinated application with Montana Department of Environmental Quality. Produced Final SWMP that met requirements of revised MS4 permit.

#### **Project Manager**

#### Storm Water Pollution Prevention Plan Update, F.E. Warren Air Force Base, Cheyenne, WY, 2008

Conducted a desktop assessment of industrial activities and coordination with the Wyoming Department of Environmental Quality to determine which facilities should be regulated industrial activity points (RIAPs). Inspections were conducted at each RIAP to prepare a site-specific SWPPP for each facility. In addition, customized training materials were provided for each facility on best management practices to minimize or eliminate pollutants in storm water runoff. A comprehensive site compliance evaluation of the Base's storm water program was also completed, including inspections of culverts, inlets, open channels, and outfalls.

#### **Project Manager**

#### Civil Investigative Surveys and Design at Launch Facilities, F.E. Warren AFB, WY, 2016

Conducted surveys and inspections of three missile launch facilities (LFs). Evaluated drainage conditions for signs of standing water and erosion that could impact critical infrastructure. Prepared final design plans for improvements to correct deficiencies.

#### **Project Manager**

#### Civil Investigative Surveys and Design at Launch Facilities, F.E. Warren AFB, WY, 2018-2019

Conducted surveys and inspections of 38 missile launch facilities (LFs) in Colorado, Wyoming, and Nebraska. Evaluated drainage conditions for signs of standing water and erosion that could impact critical infrastructure. Currently preparing final design plans for improvements to correct deficiencies.

#### **Project Manager**

#### Urban Runoff Reduction Study, Malmstrom Air Force Base, Great Falls, MT, 2008-2009

Malmstrom Air Base has expanded its operations and urban infrastructure to meet its changing mission since World War II. Storm water discharges from the base have increased erosion of a 6,000-foot segment of rural and agricultural reaches of Whitmore Ravine. Because of the local geology, the erosion is caused by both dry weather and storm water flows. Served as project manager of a multidisciplinary team to evaluate alternative methods to manage the dry weather and storm water flows. A broad range of traditional and innovative LID management practices were evaluated and recommended. The particularly effective methods included the recycling of both the dry weather and storm water flows to create greenspace on the base and to irrigate formal landscape areas and agricultural lands on the base. Also acted as project manager on a separate contract to prepare final design documents for preferred alternative.

#### **Project Manager**

#### Drainage Criteria Manual Revisions, City of Greenwood Village, CO, 2003

Provided design criteria and guidelines for revisions to the Greenwood Village Drainage Criteria Manual. Developed design charts for sizing flood detention and water quality ponds. Developed retention pond guidelines by creating model based on historical rainfall data. Revised design examples.

#### **Community Development Engineer**

#### Development Review Engineer, City of Greenwood Village, CO, 2002

While acting as a contracted Community Development Engineer, provided plan review and inspection of stormwater drainage designs in accordance with Greenwood Village and Urban Drainage and Flood Control District criteria. Reviewed drainage plans for commercial, residential subdivision, and single-family home developments.

#### **Project Engineer**

#### Southeast Metro Stormwater Authority, CO, 2006

Supported formation of Southeast Metro Stormwater Authority (SEMSWA). Prioritized stormwater capital improvement programs for participating municipalities. Evaluated current stormwater maintenance level of service and estimates for varying levels of service to determine impacts to proposed rate structures. Defined needs for system inspection for condition assessment.

#### **Project Engineer**

#### 5-2-1 Drainage Authority, Mesa County, CO, 2006

Assisted Mesa County, Grand Junction, and other municipalities on the western slope of Colorado in evaluating the feasibility of forming a stormwater authority. Evaluated current stormwater programs for all five participating entities, including planned capital improvements, stormwater permit compliance programs, and maintenance programs. Prepared initial rate structure calculations based on proposed levels of service.

#### **Project Engineer**

#### Cherry Creek Stormwater Facilitator, Cherry Creek Basin Water Quality Authority, 2003-2007

As a part of ongoing efforts to improve the water quality of the Cherry Creek Reservoir by limiting phosphorus contributions from stormwater runoff, Wood was selected by the Cherry Creek Basin Water Quality Authority to act as

the "Phosphorus Facilitator". The goal of the Phosphorus Facilitator is to encourage the use of low impact development (LID) practices that go beyond current minimum standards. Served as a liaison between the development community and local land use agencies to identify positive incentives for developers to include innovative LID stormwater management practices as a part of commercial and residential development plans. Facilitated planned demonstration project for a 50-acre commercial development, using bioretention cells in parking islands and bioswales instead of storm sewer. Facilitated planned demonstration project for a 5,000-acre residential development to include wetland channels and zero-discharge roadways. Project has resulted in approval of innovative wetland channel designs for over 15,000 linear feet of stream channels. Also developed LID design guidelines for the management of stormwater runoff from arterial roads. Guidelines for three different LID practices were presented: wetland channels, grass-lined channels, and infiltration trenches. Each of the LID practices also incorporated extended dry detention for additional flood control and water quality treatment.

#### **Project Manager**

#### Design of Stormwater Improvements, Malmstrom Air Force Base, Great Falls, MT, 2009 - 2011

Project Manager for the preparation of hydraulic and hydrologic calculations and design drawings for base wide LID stormwater drainage improvements to reduce on-site and off-site runoff impacts at Malmstrom Air Force Base (MAFB). Improvements included several thousand feet of infiltration swales near the active runway at MAFB designed to capture and infiltrate runoff from a 100-year storm event. Designs also included combining and expanding two existing detention ponds to provide an additional 9 acre-feet of flood capacity, and the creation of two new detention ponds with nearly 11 acre-feet of storage. The MAFB hydrologic model was updated to show that the proposed improvements will reduce peak storm water discharges from the base to less than or equal to pre-development rates.

#### **Project Engineer**

#### Flood Risk Assessment, Shell, Pinedale, WY, 2011-2012.

Conducted analysis of historical stream gauge and snowpack records to develop approximate prediction for peak flows based on measured snowpack levels. Developed hydraulic floodplain model using HEC-RAS to determine potential impacts to well pad infrastructure located near the floodplain of the New Fork River, near Pinedale, WY. Prepared recommendations for improvements to protect access roads and pads.

#### Stormwater Lead Engineer

# Storm Water and Snowmelt Runoff Quality Program, Remote Mine Remediation Site, CA, 2011-present

Designed and supervised installation of flow monitoring and automatic sampling equipment to evaluate storm water and snowmelt runoff quantity and quality at a Superfund site in California. Selected sites and equipment appropriate for in-stream flow monitoring at multiple locations along a remote alpine creek. Developed rating tables for each site and evaluated results in comparison with results from nearby USGS gauging stations. Automatic samplers were programmed to be triggered by increases in flow due to runoff. Evaluated sampling results to determine the mobility of contaminants of concern during storm water and snowmelt runoff events.

#### **Project Manager**

#### Illicit Discharge Detection and Elimination, F.E. Warren Air Force Base, Cheyenne, WY, 2006-2007

Directed Illicit Discharge Detection and Elimination (IDDE) study and other best management practices necessary to meet the requirements of F.E. Warren AFB's municipal stormwater permit. Conducted desktop assessment of potential sources of illicit discharges. Performed dry-weather inspection of all stormwater outfalls and traced dry-weather flows to determine the sources. Additionally, inspected storm sewer system, noting clogged, damaged, or otherwise compromised infrastructure. Information was gathered using GIS to allow the base to easily locate, query, and prioritize system improvements.

#### **Project Manager**

#### Channel Improvements and Floodplain Map Revision, City of Greenwood Village, CO

Designed and prepared construction documents to improve the capacity of the West Tributary of Goldsmith Gulch, including the repair of a failing drop structure. Conducted hydraulic analysis and prepared Conditional Letter of Map Revision to remove adjacent apartment buildings from the 100-year floodplain and show no adverse impact to upstream or downstream properties.

#### **Project Engineer**

#### Airfield Improvement Plan, Ramstein Air Base, Germany, 2008-2009

The airfield at Ramstein Air Base is in a topographic depression that was historically a wetland. The enlargements of runways and other support facilities in recent years have caused persistent flooding that compromises the operations of runway lights and produces a significant risk of bird strikes during aircraft operations. Wood integrated a unique 10-year continuous simulation surface water runoff model for the entire base with a surface water hydraulic model, a regional steady state groundwater model, and a MODFLOW transient groundwater model that was "telescoped" into the problem areas in the airfield. This unique combination of models used a risk-based approach to examine the groundwater and surface water flow patterns resulting from both single precipitation events and sustained periods of above-average precipitation. The models were also used to test and optimize a civil design proposed by Wood to confirm that it would adequately mitigate the flooding while simultaneously meeting strict local German regulatory standards for water quality and peak rates of discharge. Mr. Murray was the technical lead for the surface water hydrologic and hydraulic model.

#### **Project Engineer**

#### Liberty Village Drainage Planning and Design, Richmond American Homes, Castle Rock, CO, 2005

Performed CUHP/UDSWMM modeling to design 14 detention basins and two miles of wetland channels for a 1,300-acre subdivision along McMurdo Gulch in Castle Rock, Colorado. Modeled and optimized network of detention ponds to reduce peak storm water flows to pre-development levels.

#### **Project Engineer**

#### The Canyons Drainage Master Plan, Douglas County, CO, 2001

Conducted CUHP/UDSWMM modeling to design detention ponds and drainageway improvements for 2,022-acre, 968-unit residential development near Castle Rock, Colorado.

#### **Project Engineer**

#### Castle Oaks Drainage Master Plan and Design, Castle Oaks Metro District, Castle Rock, CO, 2003

Performed CUHP/UDSWMM modeling to determine stormwater flows necessary to design detention ponds and channel improvements. Designed detention ponds and wetland-bottom channels for the 435-acre planned unit development.

#### **Project Engineer**

#### Regional Detention Study, City of Greenwood Village, CO, 2002

Conducted CUHP/SWMM modeling to determine size and location of potential regional detention ponds as part of a master plan for the City of Greenwood Village.

#### **Project Engineer**

#### Preserve Drainage Improvements, City of Greenwood Village, CO, 2003

Assisted with the design for improving existing stormwater drainage swales and detention ponds in order to meet 100-year storm and water quality storm demands. Generated existing channel cross-sections and designed new cross-sections to meet flow rate and velocity requirements. Designed culverts and outlet protection.

#### **Project Manager**

#### Tommy Davis Park Master Plan, City of Greenwood Village, CO, 2005-2006

Provided engineering support for master plan including channel and pond improvements. Prepared conceptual design for flow control berm and road underpass. Used HECRAS to model effects of improvements on floodplain.

#### **Project Manager**

#### Village Greens Park Drainage Improvements, City of Greenwood Village, CO, 2004-2005

Supervised preparation of construction plans for drainage improvements to park, including channel improvements to prevent erosion and culverts for trail crossings. Prepared CUHP/UDSWMM model to design detention pond.

#### **Project Engineer**

Maroon Creek Water Management Plan, JKS & Associates, Aspen, CO, 2004

Prepared conceptual water resources management plan for a property in the Maroon Creek Valley. Prepared conceptual designs for irrigation storage ponds, stormwater management ponds, wetland zones for water quality treatment, and enhanced fish habitat.

#### **Project Manager**

#### Orchard Road and I-25 Drainage Study, City of Greenwood Village, CO, 2002

Conducted drainage study to identify the cause of flooding to private property and develop alternative solutions to prevent future flooding.

#### **Project Manager**

#### Maintenance Facility Runoff Control Plan, City of Greenwood Village, CO, 2004

Responsible for a runoff control study for the Greenwood Village Maintenance Facility to meet requirements of Phase II Stormwater permit. Identified potential sources of stormwater pollution and recommended improvements to minimize or eliminate pollution.

#### Water Audit Lead

#### Energy and Water Audits, March and Homestead Air Reserve Bases, CA and FL, 2011-2012

Directed water audits at March ARB, CA and Homestead ARB to establish baseline water usage and identify water conservation opportunities. Setup streamlined data collection and processing system using tablet computers and customized water savings program. Prioritized water conservation opportunities, including low-flow fixtures, water-efficient landscaping, and storm water reuse. Prepared DD1391 project programming documents for viable projects.

#### **Project Engineer**

#### De-icing Management Study, Spangdahlem Air Base, Germany, 2009-2010

The flight mission at Spangdahlem Air Base (AB) requires the removal of snow and ice on aircraft and airfield surfaces during inclement winter weather. Spangdahlem AB must also comply with the regulations set by local authorities for the maximum COD load and the maximum storm water flow rate that can be released directly to local water bodies.

Previous harsh winters have proven that the existing basins used for the storage of aircraft and surface de-icing runoff are undersized and allowable discharge rates are expected to decrease. Wood was contracted to evaluate the existing de-icing containment system and provide a comprehensive set of recommendations for improvements. Evaluated current and future conditions using hydrologic and contaminant load modeling. The model simulations included a long-term simulation using historic rainfall records and several worst-case scenarios, e.g. several de-icing events during one day, poor performance by vacuum trucks and other source controls, and heavy precipitation events. Also directed a measurement campaign to directly measure flow rates and COD loads from catchments where de-icing activities occur. This data was used to calibrate the hydraulic and contaminant load models. Prepared recommendations for source controls, optimized storage, diversion of clean runoff, and use of on-site wastewater treatment. Mr. Murray designed storm water flow monitoring and water quality sampling plan to determine mass of de-icing compounds in storm water leaving various watersheds on base. Conducted oversight of automatic sampler and flow measurement equipment installation. Prepared analysis of storm water de-icing sampling program to support conceptual design of improvements to de-icing management program.

#### **Project Manager**

#### Water and Energy Audit, F.E. Warren Air Force Base, Cheyenne, WY, 2009-2010

Conducted oversight of energy audits on 58 buildings on Base, which comprised approximately 1.4 million square feet. Directed water audits on 20 facilities to establish baseline water usage and identify water conservation opportunities, including installing low-water-use restroom fixtures, converting turf grass to low-water landscaping, and using rain gardens or cisterns to capture storm water to support vegetated areas. Estimates were prepared for installation costs, water savings, and payback periods to determine the most cost-effective measures to implement.

#### **Additional Qualifications**

Publications / Presentations

- "Stormwater Management in Cherry Creek, CO and Alberta, Canada: Critical Urban Watersheds." Murray, Aaron and McGregor, Dr. F. Robert. 2007 Arid Regions & CASFM Conference, Breckenridge, CO. September 13, 2007.
- "Urban Storm Runoff Reduction at Malmstrom AFB: Energy Independence and Security Act of 2007." McGregor, Dr. F. Robert; Murray, Aaron; and Murphy, Christopher. NDIA Environment, Energy, and Sustainability Symposium & Exhibition. May 2009.
- "Water Conservation and Green Infrastructure: How to Cost-Effectively Meet Multiple Federal Mandates." Murray, Aaron. Air Force Environmental Safety and Health Symposium. March 2011.

# 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.