

**LARAMIE COUNTY CLERK  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM PROCESSING FORM**

**1. DATE OF PROPOSED ACTION:** September 6, 2016

**2. AGENDA ITEM:**    ☐ Appointments    ☐ Bids/Purchases    ☐ Claims  
☒ Contracts/agreements/leases    ☐ Grants    ☐ Land Use: Variances/Board App/Plats  
☐ Proclamations    ☐ Public Hearings/Rules & Reg's    ☐ Reports & Public Petitions  
☐ Resolutions    ☐ Other

**3. DEPARTMENT:** Laramie County Commissioners

**APPLICANT:** SEH

**AGENT:**

**4. DESCRIPTION:** Consideration of an agreement between Laramie County and SEH for the production of a cost estimate for a remodel of the Laramie County Courthouse to accommodate an additional District Courtroom and chambers, an expansion of the Laramie County Detention Center and the planning for future direction of the Laramie County Justice System infrastructure.

Amount \$

From

To

**5. DOCUMENTATION:**

Originals

RECEIVED AND APPROVED AS  
TO FORM ONLY BY THE  
LARAMIE COUNTY ATTORNEY



Clerks Use Only:

Commissioner

Signatures

Ash \_\_\_\_\_

Co Attny \_\_\_\_\_

Heath \_\_\_\_\_

Assist Co Attny \_\_\_\_\_

Holmes \_\_\_\_\_

Grants Manager \_\_\_\_\_

Kailey \_\_\_\_\_

Outside Agency \_\_\_\_\_

Thompson \_\_\_\_\_

Action \_\_\_\_\_

Postponed/Tabled \_\_\_\_\_

**Laramie County Courthouse Modification &  
Detention Center Expansion and Laramie County  
Government - 25 Year Future Expansion /  
Infrastructure Master Plan  
Laramie County, Wyoming/Short, Elliot, Hendrickson  
Inc.**

This Agreement made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming, 82003-0608 (COUNTY), and Short Elliot Hendrickson, Inc. 2000 South Colorado Blvd. Tower One, Suite 6000, Denver, CO 80222 ("SEH" or "CONTRACTOR").

WHEREAS Laramie County (COUNTY) requests that Short Elliott Hendrickson Inc. (CONTRACTOR) perform the master planning and programming services for a 25-year master plan of governmental and justice facilities. The 2009 Laramie County Government Operations Facility Study will serve as a basis for updating the forecasted projections of staff and space needs for a 25-year master plan.; and

WHEREAS, Laramie County (Client) needs to remodel the Laramie County Courthouse and expand the Laramie County Detention Center as the State of Wyoming has approved a new district judge position that will require a new 100-person district courtroom and related court functions, increased staff and file storage. The detention center expansion will activate Phase II of the master plan that in-fills the northwest corner of the site with a 90-bed double pod addition along with first floor administrative space;

NOW THEREFORE IT IS HEREBY AGREED by and between the parties hereto:

1. CONTRACTOR shall provide the architectural and engineering services for Pre-Design and Schematic Design for the purpose of requesting funding for the building projects on the "6th Penny" sales tax ballot proposition to be submitted to the voters in May 2017 in regard to the remodel of the Laramie County Courthouse and expansion of the Laramie County Detention Center. In addition CONTRACTOR shall perform services needed to update the Laramie County Government Operations Facility Study of 2009 to guide the COUNTY in future infrastructure planning beyond the next 25-years for the future operations of the civil and criminal justice system in Laramie County, including the detention center and the potential location and/or relocation of non-justice system related County functions.

2. CONTRACTOR will perform the aforementioned services in accord with and as described in Attachment 'A' (Courthouse remodel and jail Expansion) and 'B' (Future Planning).

3. COUNTY may, during the course of this agreement, request modifications or changes in the scope of services to be performed hereunder. COUNTY may also, upon notice to CONTRACTOR, and without consent of CONTRACTOR, elect to delete any task detailed above. If work has been initiated or completed on the task deleted, CONTRACTOR shall be entitled to compensation for any satisfactory work completed prior to deletion. Any such shall be in writing as an amendment hereto executed by COUNTY and CONTRACTOR.

4. This Agreement shall be effective from the date of the last signature affixed hereto and remain in full force and effect until services are completed, unless terminated in accord with the provisions herein, or until June 1, 2017.

5. Payment for CONTRACTOR'S services will be as described in Attachment's 'A' and 'B' and made in accordance with Wyo. Stat. § 16-6-602 (as amended) upon presentation of an itemized invoice to the Laramie County Clerk. Each invoice will be reviewed and approved by the Director of Public Works or the Director of Planning and in amounts in accord with "Attachment A" to this agreement attached hereto and incorporated by reference. CONTRACTOR shall provide to the COUNTY a detailed billing outlining hours and expenditures related to specific services rendered by the CONTRACTOR.

#### 6. General Provisions

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

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

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

D. Entire Agreement: This Agreement (5 pages) and Attachment 'A' (4 pages) and 'B' (4 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.

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

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

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

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

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

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

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

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

M. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands and expenses to the extent they are caused by the CONTRACTOR'S negligence and/or negligent acts errors or omissions 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. Contractor shall acquire and maintain insurance as indicated or equivalent to the insurance requirements in Attachment 'C' to this Agreement.

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

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

P. Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

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

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

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

**Laramie County Courthouse Modification &  
Detention Center Expansion and Laramie County  
Government - 25 Year Future Expansion /  
Infrastructure Master Plan**

Signature Page

LARAMIE COUNTY, WYOMING

By: \_\_\_\_\_  
K.N. Buck Holmes, Chairman  
Laramie County Commissioners

Date \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Debra Lee, Laramie County Clerk


Date \_\_\_\_\_

Short, Elliot and Hendrickson Inc.

By:   
Title: VICE PRESIDENT

Date 9/6/16

APPROVED AS TO FORM:

By:   
Mark Voss, Laramie County Attorney

Date 9/6/16

September 1, 2016

**Exhibit 'A'**

**PART A - Laramie County Courthouse Modification & Detention Center Expansion**

**Project Understanding**

Laramie County (Client) needs to remodel the Laramie County Courthouse and expand the Laramie County Detention Center. The State of Wyoming has approved a new district judge position that will require a new 100-person district courtroom and related court functions, increased staff and file storage. To accommodate these space needs, the county intends to remodel areas within the existing courthouse including the potential remodel of the current municipal courts. The indicated project budget for the courthouse remodel is \$1.5M. The detention center expansion will activate Phase II of the master plan that infills the northwest corner of the site with a 90-bed double pod addition along with first floor administrative space. The northwest Phase II addition will match the Phase I arrangement and operations with few exceptions. The existing sheriff and detention staff parking area will be displaced by the addition and must be relocated to adjacent locations that will maintain optimal access to and from the detention center. Associated detention support areas impacted by the Phase II expansion that may require expansion or upgrade include the kitchen and laundry, booking and public lobby. The indicated project budget for the detention center expansion and associated remodel is \$13.0M.

**Scope**

Laramie County (Client) requests that Short Elliott Hendrickson Inc. (Consultant) perform the architectural and engineering services for Pre-Design and Schematic Design for the purpose of requesting funding for the building projects on the "6<sup>th</sup> Penny" sales tax ballot proposition to be submitted to the voters in May 2017. The Client requests the following scope:

- Pre-Design (Programming, Planning and Conceptual Design) and Schematic Design for the expansion and remodel of the Laramie County Courthouse in order to accommodate a Fourth District Court judge.
- Pre-Design (Programming, Planning and Conceptual Design) and Schematic Design for the expansion of the Laramie County Detention Center to accommodate at a minimum two more "pods" of inmates and associated administrative space.
- Parking study to accommodate the displaced northwest detention center parking area to an appropriate adjacent site location determined with the county and sheriff.
- Conceptual study and budgeting to remodel north administrative into new public "business" lobby
- Conceptual study and budgeting to remodel the west courtyard adjacent to booking into a high visibility holding area.
- Conceptual study and budgeting to upgrade or expand the kitchen and laundry operations.

Pre-Design will include programming, planning and conceptual design along with project cost estimating. Schematic Design will include architectural and engineering drawings and cost estimating to the schematic level. The following services will be provided.

1. Programming
2. Planning
3. Architectural
4. Courts and Detention planning
5. Security planning
6. Civil
7. Landscape architecture
8. Civil engineering
9. Structural engineering
10. Mechanical engineering
11. Electrical engineering
12. Plumbing engineering
13. Technology design for audio-visual, IT, life safety, and detention and security systems
14. Cost estimating.

#### **Stakeholder Workshops**

Five workshops will be conducted with county, courts and sheriff stakeholders to determine programmatic and operational needs and to engage these stakeholders in prioritizing to achieve budgetary goals and for incorporation into the design. The workshops include:

- Workshop 1 / Program Prioritization & Budgeting
- Workshop 2 / Preliminary Planning
- Workshop 3 / Planning & Final Budget
- Workshop 4 / Conceptual Design
- Workshop 5 / Schematic Design

#### **Stakeholder Review Meetings & Coordination.**

To maintain continuity of information gathering and exchange and to maintain timely communications, SEH will conduct with County, Courts and Sheriff strategic interim meetings via teleconference and GO TO meetings. These meetings will be conveniently conducted as determined with the stakeholders to bridge the five workshops indicated above and allow additional stakeholder review and input for the project during programming, planning, conceptual design and schematic design. These will include and not be limited to:

- Gather owner information and meet with County and Sheriff stakeholders
- Identify all user-defined systems required for IT, audio-visual, and security and HVAC systems.
- Observe and confirm existing conditions of architectural systems and interior finishes, MEP/FP, security.
- Review in-progress drawings and design narratives with Courts, County and Sheriff stakeholders



## Fee and Schedule

The lump sum fee is a lump sum not-to-exceed amount of \$247,439 (Two Hundred Forty Seven Thousand Four Hundred Thirty Nine Dollars and No Cents) excluding reimbursable expenses and equipment (see estimate below). The Consultant will commence work upon Client written notice to proceed. The Consultant anticipates starting early September and completing in mid-December 2016 for a total of approximately 3.5 months based on the above scope of work and indicated in the following fee and schedule.

Pre-Design: Programming & Budgeting: Early-September (Workshops 1 & 2)	Months	Fee
	0.5	34,809
Pre-Design: Planning / Site Planning: Mid-September (Workshop 3)	Months	Fee
	0.5	34,125
Pre-Design: Concept Development: October (Workshop 4)	Months	Fee
	1.0	56,228
Schematic Design - November to Mid December (Workshop 5)	Months	Total Fee
	1.5	122,277
Total Pre-Design + Schematic Design		247,439
Estimated Reimbursables		16,060

## Services and Deliverables

The list of services and deliverables that the Consultant will provide are as follows

- Detailed design goals and objectives of Laramie County's leadership and project representatives/stakeholders.
- Detailed Program Statement that includes a detailed space tabulation of the existing spaces and common spaces.
- Site analysis, including analysis of parking, vehicular access and pedestrian access necessary to serve the courts and detention center buildings.
- Functional analysis of building program components, including alternative functional concepts, and recommendation of the option that best meets the needs of this project. This analysis should include floor plan diagrams of functional components and massing diagrams.
- Analysis of phasing options if phasing is necessary because of site constraints or for scheduling funding.
- Analysis of utilities necessary to serve this project. The analysis should include existing utilities and capacity and condition of lines that will serve this project. An analysis of condition and sizing of existing mechanical, electrical, plumbing systems, including recommendations for MEP System and utility upgrades.
- Project Schedule that details key milestones and deliverables required to complete the project through construction to the satisfaction of all stakeholders.
- Detailed Preliminary Project Budget that outlines the construction costs, related project costs, and soft costs. Include benchmark data and/or other data that supports the recommended budget estimate.
- Identification and documentation of any special design issues that will impact the design of this project, with recommendations for addressing these issues.

## Excluded Scope

- Evaluate or design replacement/upgrade of central plant equipment. It is understood that scope is handled by separate funding and separate contract.
- Upgrading the existing court room audio/visual systems.
- Kitchen/laundry expansion schematic design.
- New public "business" lobby entrance schematic design.
- Existing administration areas remodel schematic design.
- Ventilation systems associated with evidence storage schematic design.
- New sheriff's parking area schematic design.

#### **Building Codes**

- IBC 2012 is the current County adopted code that will be the basis for the remodel scope and potential upgrades.

**Deliverables:** Provide drawings and specifications to the county in AutoCAD / PDF format and MS word as indicated below. Consultant will distribute to the Client in-progress drawings and support information once at each phase. The Client and stakeholders will review in a timely manner and provide any necessary comments to the consultant for incorporation into the drawings and documents. Client approval of each phase will allow the consultant to proceed into the following phase.

The following deliverables will be required for the Pre-design and Schematic Design phases of this project:

- 1) Ten (10) bound 8-1/2" x 11" color copies of the Pre-design and Schematic Design report. Diagrams may either be 8-1/2" x 11", or 11" x 17", folded to fit within the bound report.
- 2) Two (2) CD's of the electronic version of the Pre-design and Schematic Design Report in PDF format. The electronic version should be capable of being printed either in color or in black and white, with full graphic clarity in either format.

**The following services are not part of this scope of work:**

- 1) Hazardous materials survey and testing will be contracted separately.
- 2) Site surveys or geotechnical soils testing will be a reimbursable expense.

#### **Owner provided information**

The County shall provide any additional relevant record drawings and as built information necessary, if available, any pertinent shop drawings.

End

September 1, 2016

**Exhibit 'B'**

**PART B - Laramie County Government 25 Year Future Expansion / Infrastructure Master Plan Update**

**Project Understanding**

To be prepared for future growth, a 25-year master plan update is needed to provide government and justice services for the increased population and commercial business activity in Laramie County. Laramie County (Client) needs to update the Laramie County Government Operations Facility Study of 2009 to guide them in the future infrastructure planning beyond the next 25-years for the future operations of the civil and criminal justice system in Laramie County, including the detention center and the potential location and/or relocation of non-justice system related County functions. The three expansion scenarios that the Client is considering for this project include: expanding all existing downtown services in the surrounding area; relocating certain non-justice related services to the Archer Complex; relocating all governmental and justice services to the Archer Complex. The master planning information may also be used to coordinate other projects.

**Scope**

Laramie County (Client) requests that Short Elliott Hendrickson Inc. (Consultant) perform the master planning and programming services for a 25-year master plan of governmental and justice facilities. The 2009 Laramie County Government Operations Facility Study will serve as a basis for updating the forecasted projections of staff and space needs for a 25-year master plan. The Client requests the following scope:

- Update projected sheriff, courts and general government functions staffing levels forecast
- Update demographic projections
- Update sheriff, courts and general government functions building space inventory
- Update sheriff, courts and general government functions building space needs forecast
- Planning studies of three options: expand the existing governmental facilities within the downtown services in the surrounding area, relocate certain non-justice related services to the Archer Complex; relocating all governmental and justice services to the Archer Complex.
- Parking analysis for the above three option
- Cost estimating and budgeting for the above three options.

The programming and master planning will include programming, planning and conceptual design along with project cost estimating. The following services will be provided.

1. Programming
2. Planning & Master Planning
3. Parking analysis
4. Architectural Planning
5. Civil / site utilities planning
6. Structural planning
7. Mechanical, electrical and plumbing planning
8. Cost estimating.

### **Stakeholder Workshops**

Two workshops will be conducted with county representatives, courts and sheriff stakeholders to engage in reviewing the 2009 Laramie County Government Operations Facility Study. This review of the prior projections and space needs will promote a clear understanding of changes in staffing and space allocations over the past seven years and inform 25-year staffing and space needs projections. The workshops will provide interactive planning sessions with the planning team to develop and evaluate the three expansion scenarios and better inform budgetary goals and criteria for decisions on future expansions. The workshops include:

- Workshop 1 / Programming & 25-year Forecasting
- Workshop 2 / Planning of Three Strategic Site Options

### **Informational Meetings & Presentations**

The following meetings are for the purpose of information gathering and sharing, coordination with other governmental agencies and presentation to county leadership. The three meetings include:

- Public Informational Meetings (One Total)
- City Planning Staff Meetings (Two Total)
- Final Presentation with Board of County Commissioners (One Total)

### **Stakeholder Review Meetings & Coordination.**

To maintain continuity of information gathering and exchange and to maintain timely communications, SEH will conduct with County, Courts and Sheriff strategic interim meetings via teleconference and GO TO meetings. These meetings will be conveniently conducted as determined with the stakeholders to bridge the five workshops indicated above and allow additional stakeholder review and input for the project during programming, planning and cost estimating. These will include:

- Gather owner information and meet with County, Courts and Sheriff stakeholders
- Clarify departmental needs
- Observe and confirm existing building conditions
- Review in-progress drawings and design narratives

## Fee and Schedule

The lump sum fee is a lump sum not-to-exceed amount of \$164,660 (One Hundred Sixty-Four Thousand Six Hundred Sixty Dollars and No Cents) excluding reimbursable expenses and equipment (see estimate below). The Consultant will commence work upon Client written notice to proceed. The Consultant anticipates starting mid-January 2017 and completing in early April 2017 for a total of approximately 3 months based on the above scope of work and indicated in the following fee and schedule.

<b>Review 2009 Master Plan / Programming &amp; Staff Projections (Workshop 1) Mid-January 2017</b>	<b>Months</b>	<b>Total Fee</b>
Subtotal	0.5	21,642
<b>Alternative Sites: Update Programming, Research &amp; Planning (Workshop 2) Early February 2017</b>	<b>Months</b>	<b>Total Fee</b>
Subtotal	0.5	19,772
<b>City Planning Meetings: Design Ideas Coordination Mid-February 2017</b>	<b>Months</b>	<b>Total Fee</b>
Subtotal	0.5	7,179
<b>Public Informational Meetings: Drawings, Materials &amp; Facilitation Late February - March 2017</b>	<b>Months</b>	<b>Total Fee</b>
Subtotal	1	27,262
<b>Final Presentation w/Laramie BOCC Early April 2017</b>	<b>Months</b>	<b>Total Fee</b>
Subtotal	0.5	15,545
<b>Cost Review</b>	<b>Months</b>	<b>Total Fee</b>
Subtotal		4,261
<b>Consultants</b>		
Martin / Martin - Structural		5,000
Cator Ruma - MEP		10,000
FCI Constructors - Cost Estimating / Modeling		10,000
Research/Forecasting & Public Outreach		20,000
Parking Analysis		5,000
SEH Civil		20,000
Subtotal		70,000
<b>Total</b>		<b>165,660</b>
Estimated Reimbursables		12,692

## Services and Deliverables

The list of services and deliverables that the Consultant will provide are as follows:

### Services

1. Development of an analysis of the existing buildings, analysis of future demand/needs, plan for addressing future requirements and recommendations for the overall planning and phasing of the project(s).
2. Site study requirements include:
  - a) Master site planning for the existing downtown Cheyenne Courthouse buildings, along with a one to two-block surrounding area to label and show adjacent buildings, open space, streets,



etc. for discussion ideas for building expansions, parking, vehicle circulation, and any other site amenities.

- b) Review of the existing Archer Complex master plan. This review will include options for updating the master plan and/or planning for specific buildings within the complex.

3. Coordinate, attend, and facilitate project meetings:

- a. Meetings with all of the specific user groups.
- b. Meetings with the county leadership and commissioners.
- c. Public informational meetings.
- d. City planning staff meetings for coordination of the design ideas.
- e. Final presentation with commissioners.

4. Project Schedule that details key milestones and deliverables required to complete the project through construction to the satisfaction of all stakeholders.

5. Project Budget options that outline construction costs, related project costs, and soft costs, including benchmark data and/or other data that supports the budget estimate.

6. Identification and documentation of any special design issues that will impact the master plan.

**Deliverables**

Consultant will distribute to the Client in-progress drawings and support information once at each phase. The Client and stakeholders will review in a timely manner and provide any necessary comments to the consultant for incorporation into the drawings and documents. Client approval of each phase will allow the consultant to proceed into the following phase.

The following deliverables will be required for the Pre-design and Schematic Design phases of this project:

- 1) Ten (10) bound 8-1/2" x 11" color copies of the Infrastructure Master Plan report. Diagrams may either be 8-1/2" x 11", or 11" x 17", folded to fit within the bound report.
- 2) Two (2) CD's of the electronic version of the Infrastructure Master Plan report in PDF format. The electronic version should be capable of being printed either in color or in black and white, with full graphic clarity in either format.

**The following services are not part of this scope of work:**

- Hazardous materials survey and testing will be contracted separately.
- Site surveys or geotechnical soils testing will be a reimbursable expense.
- Traffic Analysis
- Technology including IT, audio/visual systems, security, courts technology.
- Site and utilities design
- Architectural design of buildings and infrastructural systems
- Engineering design of buildings and infrastructural systems

**Owner provided information**

The County shall provide any additional relevant database information, native files of the 2009 Laramie County Government Operations Facility Study record drawings and as built information necessary.

End

**Exhibit B**

**Attachment C:**  
**Insurance Requirements for Professional Services**

Consultant shall procure and maintain for the duration of the contract 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 Consultant, its agents, representatives, or employees.

**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 and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location 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), or if Consultant has no owned autos, Code 8 (hired) and Code 9 (non-owned autos), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of Wyoming with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. *(Not required if consultant provides written verification it has no employees)*

4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

**Other Insurance Provisions**

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

***Additional Insured Status***

The Entity, its officers, officials, employees and volunteers are to be covered as additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form

of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 if a later edition is used.

#### ***Primary Coverage***

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance of self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

#### ***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of Entity.

#### ***Waiver of Subrogation***

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

#### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

#### ***Acceptability of Insurers***

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

#### ***Claims Made Policies***

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the 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 the contract work.*
3. If coverage is cancelled or non-renewed, and not replaced *with another claims-made policy form with a Retroactive Date prior to the contract effective date*, the Consultant must



purchase "extended reporting" coverage for a minimum of *five (5)* years after completion of work.

***Verification of Coverage***

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

***Subcontractors***

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors.

***Special Risks or Circumstances***

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

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