

LARAMIE COUNTY CLERK BOARD OF COUNTY COMMISSIONERS AGENDA ITEM PROCESSING FORM

1. DATE OF PROPOSED ACTION: February 17, 2015

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: Grants

APPLICANT: Laramie County Planning and Recreation Board

AGENT: Sandra Newland

4. DESCRIPTION: Consideration of an Agreement with AVI PC for the Clear Creek Park Picnic Shelter and Miscellaneous Improvements Project. Agreement will cover Schematic Design, Design Development, Construction Documents and Bidding Document assistance in the amount of \$55,000.

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

5. DOCUMENTATION: 1 originals

Clerks Use Only:

Commissioner

Ash _____

Heath _____

Holmes _____

Kailey _____

Thompson _____

Action _____

Postponed/Tabled _____

Signatures

Co Attny _____

Assist Co Attny _____

Grants Manager _____

Outside Agency _____



LARAMIE COUNTY
NOTICE OF AWARD

February 3, 2015

AVI P.C.
1103 Old Town Lane, Ste. 101
Cheyenne, WY 82009
Attn: Tom Cobb

Dear Mr. Cobb,

Laramie County, having duly considered the proposals submitted on January 6, 2015, for the Clear Creek Park Picnic Shelter and Miscellaneous Improvements Project as outlined in the RFP, and it appearing that your proposal for performing the work outlined is fair, equitable, and in the best interest of the County, the compensation schedule items are hereby accepted at the bid prices contained therein for the Design and Engineering Phase.

In accordance with the terms of the RFP documents, you are required to execute the formal Agreement within fifteen (15) consecutive calendar days from the date of this Notice.

By: _____

Title: _____

Date: _____

ATTEST: _____

Enc: 1. Agreement (2 copies)

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

**CLEAR CREEK PARK PICNIC SHELTER AND MISCELLANEOUS
IMPROVEMENTS ENGINEERING, PLANNING AND SURVEYING SERVICES
AGREEMENT**

**Between
LARAMIE COUNTY, WYOMING AND AVI PC.**

This Agreement (hereinafter Agreement) is made and entered into by and between Laramie County, Wyoming, 309 W. 20th Street, Cheyenne, Wyoming, 82003 ("COUNTY") and AVI Inc., 1103 Town Lane, Suite 101, Cheyenne, Wyoming 82009 ("CONTRACTOR"). The parties agree as follows:

I. PURPOSE

The purpose of this Agreement is for the pre-design, preliminary design, final design and permitting, and bidding assistance for the Clear Creek Park Picnic Shelter and Miscellaneous improvements. See Attachment "A" Scope of Work for a full description of the CONTRACTOR's required duties and obligations regarding the project.

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 force until terminated pursuant to the provisions of this Agreement. Notwithstanding such termination, CONTRACTOR shall be obligated to provide follow-up services on work currently in progress until such services are completed, or as otherwise directed by COUNTY.

III. PAYMENT

COUNTY shall pay CONTRACTOR a total not to exceed \$55,000 for the pre design, preliminary design, final design and, bidding assistance with the option of adding Construction Management and Inspection Services of the Clear Creek Park Picnic Shelter and Miscellaneous Improvements, as more fully described in **Attachment B "Compensation Schedule"**, which is attached hereto and fully incorporated herein. CONTRACTOR shall bill COUNTY by a properly executed Laramie County Voucher. No payments 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 provide pre design, preliminary design, final design and permitting, and bidding assistance of the Clear Creek Park Picnic Shelter and Miscellaneous Improvements, in accordance with **Attachment A**.
- B. CONTRACTOR agrees to retain all required records for three (3) years after the County makes final payment and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY or any of

its duly authorized representatives to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions. It is agreed that finished or unfinished documents, data or reports, prepared by CONTRACTOR under this contract shall be considered the property of the COUNTY and upon completion of the services to be performed, or upon termination of this Agreement for cause, or for the convenience of the COUNTY, will be turned over to the COUNTY.

- D. CONTRACTOR agrees that all documents, including but not limited to, Requests for Proposals, Bid Documents, and example contracts require COUNTY review and approval. Prior to distributing any documents the CONTRACTOR must obtain the express consent of the COUNTY.

V. GENERAL PROVISIONS

1. 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.
2. 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.
3. 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.
4. Entire Agreement: This Agreement (7 pages), and the Attachment A (4 pages) represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.
5. 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.

6. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.
7. 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.
8. Applicable Law and Venue: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.
9. 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.
10. Non-Discrimination: The CONTRACTOR shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyoming Statute § 27-9-105 *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations, thereto and shall not discriminate against any individual on the grounds of age, sex, color, races, religions, national origin, or disability in connection with the performance under this Agreement.
11. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to 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.
12. 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.
13. 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, 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.

14. 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.
15. 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.
16. 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.
17. 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.
18. 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.

19. Compliance with Law: CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.
20. Assumption of Risk: The CONTRACTOR shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to its failure to comply with state and federal requirements. Laramie County shall notify CONTRACTOR of any state or federal determination of noncompliance.
21. Environmental Policy Acts: The CONTRACTOR agrees with all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environment protection laws, rules or regulations.
22. Human Trafficking: As required by 22 U.S.C. 7104 (g) and 2 C.F.R. Part 175, this Agreement may be terminated without penalty if a private entity receives funds under this Agreement:
 - a. Engages in severe forms of trafficking in persons during the period of time that this award is in effect;
 - b. Procures a commercial sex act during the period of time that the award is in effect; or
 - c. Uses forced labor in the performance of the award of subawards under this contract.
23. Kickbacks: The CONTRACTOR certifies and warrants that no gratuities, kickbacks, 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. If the CONTRACTOR breaches or violates this warranty, COUNTY may, at its discretion, terminate this Agreement without liability to COUNTY, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
24. Limitations on Lobbying Activities: By signing this Agreement, the CONTRACTOR certifies and agrees that, in accordance with Public Law 101-121, payments made from a federal grant shall not be utilized by the CONTRACTOR or its subcontractors in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
25. Monitoring Activities: COUNTY shall have the right to monitor all activities related to his Agreement that are performed by the CONTRACTOR or its subcontractors. This shall include, but not limited to, the right to make site

inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of the related work.

26. Professional Registration: The CONTRACTOR shall endorse, as required by law, plans and reports prepared under this Agreement, and shall affix thereto his or her seal of professional registration, showing that he or she is licensed to practice in the State of Wyoming.
27. Publicity: Any publicity given to the program or services provided herein, including, but not limited to notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR and related to the services and work to be performed under this Agreement, shall identify COUNTY, the Wyoming Department of Transportation (WYDOT) as the sponsoring agency and shall not be released without prior written approval of COUNTY and WYDOT.
28. Suspension and Debarment: By signing this Agreement, the CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or no-financial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the debarred vendors list. Further, the CONTRACTOR agrees to notify COUNTY by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Agreement.

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**CLEAR CREEK PARK PICNIC SHELTER AND MISCELLANEOUS
IMPROVEMENTS ENGINEERING, PLANNING AND SURVEYING SERVICES
AGREEMENT**

**Between
LARAMIE COUNTY, WYOMING AND AVI P.C.**

Signature Page

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Amber Ash, Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debbye Lathrop, Laramie County Clerk

CONTRACTOR: AVI

By: Brad Emmons Date 2-9-15
Name: Brad Emmons
Title: President

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By: [Signature] Date 2-9-15
for: Mark Voss, County Attorney

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

THE PRESIDENT OF THE UNITED STATES OF AMERICA
WASHINGTON, D. C. 20503

OFFICE OF THE SECRETARY OF DEFENSE

WASHINGTON, D. C. 20315

DATE: 10/10/78

TO: THE SECRETARY OF DEFENSE
FROM: THE SECRETARY OF DEFENSE

10/10/78

RE: [illegible]

10/10/78

2-9-78

[Signature]
President

THE SECRETARY OF DEFENSE

WASHINGTON, D. C. 20315

RECEIVED: 10/10/78
10/10/78
DEPT. OF DEFENSE
WASHINGTON, D. C.

Attachment
"A"
SCOPE OF WORK

A. PROJECT DESCRIPTION

Laramie County and the Laramie County Recreation Planning and Advisory Board is seeking qualification statements and service proposals from consulting groups specializing in the area of design and construction of park picnic shelters, connections to City utilities, floodplain issues and road design to create a master plan and first phase design and construction drawings to facilities at Clear Creek Park in Cheyenne, WY. The specific nature of the scope of work for the project is outlined in this Request for Proposals (RFP). A schedule for Proposer selection and project completion is attached.

I. Introduction and Background

The Laramie County Recreation Planning and Advisory Board is a Laramie County appointed Board that oversees Clear Creek Park. Clear Creek Park is maintained by the County but is within the City limits so all site plan and construction drawings will go through City review. All contracts will be contracts through the County and will require County approval. The Board has determined that some improvements to the park need to be completed for the public to be able to utilize the park in a safe manner and to make the Park more suitable for bigger events.

The primary areas identified by the board for the project include the demolition of the southern picnic shelter and bathrooms, new shelter and bathrooms constructed and a upgraded road to the new amenities with parking lot improvements on the east side of the park. Secondary Park improvements may be included if funding is available and will be developed through the planning and open house processes. The Laramie County Recreation Planning and Advisory Board have received funding in the amount of \$600,000 for the design and construction of the project.

II. Project Objectives

The objectives of this project are:

Present various schematic design and renovation options for the Boards consideration and create a long term Master Plan drawing for the board for future improvement considerations.

Prepare 35% and 95% design documents, construction documents, complete bid documents and provide bidding assistance to select a contractor to construct the Board's selected option for the renovation.

Provide moderate construction management for the construction of the Board's selected option.

III. Scope of Services

The minimum scope of services related to this project includes the following: The Proposer is invited to provide additional steps or work tasks as necessary or appropriate to assist in the completion of the objective.

a. Schematic Phase

- ✓ The proposer shall meet with Board to gain an understanding of what the Board is looking to achieve with the project prior to beginning work.
- ✓ The proposer shall host a public open house to collect any additional ideas the citizens of Laramie County would like to see included in the Long Range Master Plan for the Park.
- ✓ The proposer shall provide various forms of the final schematic design, both electronic and hard copy, for display and informational purposes.

b. Design Development Phase

- ✓ The proposer shall provide 35% and 95% design documents to be reviewed by the Board.

c. Construction Documents

- ✓ Upon completion of the Design Development Phase the proposer shall develop constructions documents and a project manual to be used in the bidding process. These documents must comply with applicable building codes, ADA regulations and any other federal, state or local agency that may have an interest in this project.

d. Bidding Documents and Assistance

- ✓ Proposer shall work closely with the Board to develop bid documents.

- ✓ Proposer shall conduct all necessary pre-bid meetings, create all necessary addendums and attend the bid opening.

e. Construction Management (to be determined after Bidding)

Proposer shall provide full construction management including weekly on site meetings, submittal reviews, construction conferences and any other necessary item to ensure proper construction of the project. Construction management may include daily observation during heavy important construction items to weekly observations during less important periods of construction.

IV. Materials/Information to be provided by Laramie County

The following documents will be provided to the proposer by Laramie County

Aerial GIS Mapping of the Area and Facility

All Existing Construction Documents of the Facility

B. Project Budget

The total budget for the project includes schematic design, design development, construction documents, bidding documents/assistance and construction management. Payment for these services will be negotiated with the chosen Proposer.

C. General Conditions

The following items are considered to be included as part of the basic compensation to be paid to the successful proposer for this project:

- ✓ Normal business expenses - phone, postage, etc.
- ✓ Cost of insurance
- ✓ In-house computer time and service
- ✓ Word processing, accounting, and man-hour records
- ✓ Permits and license fees
- ✓ Mileage
- ✓ Travel fees, room and board, per diem
- ✓ Printing costs for all standard review, bidding, and as-constructed plans and other correspondence and contract documents
- ✓ Film and processing
- ✓ Overtime engineering and inspection

- ✓ Survey materials, stakes, etc
- ✓ Additional required services

Any changes in the Proposers or Sub-proposers staff or fee structure shall be presented in writing to the Board for approval prior to initiating any changes or performing any work.



Laramie County Court House 3rd Floor
Sandra Newland Grants Manager
309 W. 20th Street, Suite 3100
Cheyenne, Wyoming 82001

January 6th, 2015
15.001

RE: CLEAR CREEK PARK PICNIC SHELTER AND MISCELANEOUS IMPROVEMENTS PRICE PROPOSAL

Dear Board,

The following is AVI's fee proposal for the above referenced project. Please note we are always willing to negotiate our fees and scope of work to meet our client's needs.

"EXHIBIT B" COMPENSATION SCHEDULE

The Proposer shall prepare and submit proposed estimated compensation, bearing in mind that it should be a unit-based contract with a negotiated not-to-exceed amount. A Payment Schedule based upon the following and any other pertinent payment schedule shall be submitted with payment for a specific phase not exceeding the scheduled amount prior to completion of that phase. Construction Management and Inspection to be negotiated after project is awarded to contractor:

Schematic Design Phase	\$ 5,000
Design Development Phase	\$ 30,000
Construction Document Phase	\$ 15,000
Bidding Documents & Assistance	\$ 5,000
Total Contract Amount	\$ 55,000
<i>Construction Management & Inspection</i>	<i>\$ *30,000</i>

** PENDING FINAL SCOR FOR CONSTRUCTION MANAGEMENT AND INSPECTION NEGOTIATIONS
OR COUNTY COULD COMPLETE PORTION OF WORK UNDER NEW PUBLIC WORKS DIRECTOR*

If you have any questions or require additional information, please contact me.

Respectfully Submitted,

AVI PROFESSIONAL CORPORATION

Thomas D. Cobb, P.E.
Project Manager