

**AGREEMENT BETWEEN THE COUNTY OF SHERIDAN, WYOMING, AND  
MORRISON-MAIERLE INC. FOR PROFESSIONAL SERVICES**

1. **PARTIES**

The parties to this Agreement are The County of Sheridan, a political subdivision of the State of Wyoming, ("County"), and Morrison-Maierle, Inc. (hereinafter "Consultant and/or Contractor").

2. **PURPOSE**

The purpose of this Agreement is to secure professional services more particularly described as follows:

- a. PROFESSIONAL SERVICES FOR THE DESIGN OF BROOKS STREET GREENSPACE PROJECT.

3. **TERM**

This Agreement is for a term of 1 year commencing August 15th, 2021 and ending August 15th, 2022 inclusive, unless sooner terminated or modified in accordance with the provisions herein.

4. **RESPONSIBILITIES OF COUNTY**

- a. County agrees to pay Contractor for services completed and invoiced. Total of invoiced work shall have a **Cost-Not-to-Exceed Amount of \$99,971.98, unless executed Contract Amendments modify the Cost-Not-to-Exceed Amount.**
- b. Contractor Invoices are due and payable upon receipt by County. Amounts unpaid 30 days after receipt shall bear interest from the date of receipt by County at the rate of 1% per month, or in the absence thereof, at the legal rate prevailing in Wyoming.
- c. Provide a Project Manager acting for the County to attend meetings and provide direction and decisions on behalf of the County.

5. **RESPONSIBILITIES OF CONTRACTOR**

- a. Contractor shall provide the following professional services for the project as outlined in the Scope of Work and Fee Schedule attached.
- b. Services shall be performed in a manner consistent with professional skill and care.
- c. All services and deliverables shall be in accordance to Wyoming Statutes and other applicable Local, State, and Federal regulations.

6. **TERMINATION**

- a. This Agreement may be terminated:
  - i. by either party at any time if the other party breaches this Agreement; or
  - ii. upon mutual written agreement by the parties.

7. **GENERAL PROVISIONS**

- a. **AMENDMENTS.** Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.
- b. **AMERICANS WITH DISABILITIES ACT (ADA).** Contractor shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act P.L. 101-336, 42 U.S.C. 12101, et seq., and/or any properly promulgated rules and regulations related thereto.
- c. **APPLICABLE LAW/VENUE.** The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the Fourth Judicial District, Sheridan County, Wyoming.
- d. **ASSIGNMENT/CONTRACT NOT USED AS COLLATERAL.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation, without the prior written permission of County.
- e. **NONWAIVER.** Any waiver by County of any breach of any covenant herein to be kept and performed by Contractor shall not be deemed as a continuing waiver and shall not operate to prevent County from declaring a forfeiture for any succeeding breach, either of the same or other covenant.
- f. **ASSIGNMENT.** This Agreement is not assignable without the prior written consent of the parties.
- g. **EFFECT OF TERMINATION.** All covenants of this Agreement that should, by their nature, survive the termination of this Agreement shall so survive.
- h. **MONITOR ACTIVITIES.** County shall have the right to monitor all Agreement related activities of the Contractor. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all Contractor and Contractor personnel in every phase of performance of contract related work.
- i. **NOTICES.** All notices arising out of the provisions of this Agreement shall be in writing and given to the parties at the addresses provided in this Agreement, either by regular mail, or delivery in person and shall be deemed given upon the date of mailing or delivery.
- j. **COMPLIANCE WITH LAWS.** Contractor shall keep informed of and comply with all

applicable municipal, state, and federal ordinances, laws, rules, and regulations as they are now or as they are enacted, and shall not engage in any practice which may have the effect of discriminating against any entity on the basis of disability, age, sex, race, creed, color, national origin, ancestry, or religion.

- k. ETHICS. Contractor shall keep informed and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement and any and all ethical standards governing Contractor's profession.
- l. INDEMNIFICATION. To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless County, its elected and appointed officials employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work negligently performed by or on behalf of Contractor for County except to the extent liability is caused by the 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.
- m. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall in any way be deemed a waiver of any of the requirements or immunities provided by the Wyoming Governmental Claims Act.
- n. NO THIRD PARTY BENEFICIARY INTENDED. This Agreement is for the benefit of the parties hereto and is not intended for the benefit of any third party.
- o. INDEPENDENCE OF AGREEMENT. Contractor is an independent contractor and nothing herein is intended, or should be construed as creating a relationship of partners, agency, representative, or employee/employer for any purpose.
- p. PARAGRAPH HEADINGS. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.
- q. AVAILABILITY OF FUNDS. The obligations of the parties are conditioned upon the availability of funds appropriated or allocated for use under this Agreement from any governmental source. If funds are not allocated and available as needed for the parties to perform this Agreement, the Agreement may be terminated at the end of the period for which funds, if any, are available. Each party shall notify the other party at the earliest possible time if the Agreement will or may be affected by a shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments due or damages as a result of termination under this section. This provision shall not be construed to permit either party to terminate this Agreement in order to engage in a similar agreement with another party.
- r. FORCE MAJEURE. Neither party shall be liable for failure to perform under this

Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to acts of the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

- s. AGREEMENT CONSTRUCTION. This Agreement has been negotiated between the parties and no preference shall be given to any party should the construction of any term of this Agreement be required by a Court.
- t. ATTORNEY'S FEES. In the event this Agreement is placed in the hands of an attorney for collection or enforcement of this Agreement, the breaching party shall pay reasonable attorney's fees for services rendered in that regard.
- u. SEVERABILITY. If any provision of this Agreement is determined by a Court of competent jurisdiction to be unenforceable, that portion shall not affect the enforceability of the remaining provisions of this Agreement and the parties may renegotiate the terms affected by the severance.
- v. TAXES. Contractor shall pay all taxes and other such amounts required by federal, state and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.
- w. CONTINGENCIES. Contractor certifies that 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 the Agreement.
- x. CONFLICT OF INTEREST. Contractor affirms that to its knowledge, no Contractor employee has any personal beneficial interest whatsoever in this Agreement. 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 under this Agreement.
- y. ENTIRE AGREEMENT. This 5 page document plus the 3 attachments listed below constitute the entire agreement of the parties, superseding all previous agreement between the parties.
  - SCOPE OF WORK & FEE SCHEDULES, - BROOKS STREET GREENSPACE PROJECT.
  - ATTACHMENT – FEDERAL PROVISIONS
  - ATTACHMENT – BREACH OF AGREEMENT



8. **SIGNATURES**

By signing below, the parties agree to the above-terms. Additionally, any person signing certifies he or she has the authority to bind his or her respective party to this Agreement.

**BOARD OF COUNTY COMMISSIONERS,  
SHERIDAN COUNTY WYOMING**

224 S. Main Street, Suite B1  
Sheridan, Wyoming 82801

*Nick Siddle* 8-17-21  
Nick Siddle, Chairman Date

ATTEST:

*Eda Schunk Thompson* 8-17-2021  
County Clerk Date

**Morrison-Maierle, Inc.**  
**1470 Sugarland Drive, Suite 1**  
**Sheridan, Wyoming 82801**

*Randy Bomar* 8-5-21  
Randy Bomar, P.E. Operations Manager Date

ATTEST:

*Tim Bueger* 8-5-21  
Name: Project Manager Title: Date



July 28, 2021

Mr. Ken Muller, Sheridan County Engineer  
Sheridan County  
224 S. Main St., Suite 428  
Sheridan, WY 82801

Re: Brooks Street Greenscape  
Design Scope  
MMI #6017.002

Dear Ken:

Thank you for the opportunity to provide a scope for the Brooks Street Greenscape project. The general project limits are shown on the attached map.

#### **SCOPE OF PROJECT**

Sheridan County plans to create a greenspace in the recently vacated Brooks Street, between Whitney and Burkitt St. This is intended to be a "showcase" project for the County, highlighting the Courthouse and adding pathway, lighting, and landscape for the public's use. The County has obtained WYDOT TAP funding for planning/design and anticipates seeking future TAP funding for construction.

#### **SCOPE OF SERVICES**

Our scope of services includes surveying, civil engineering, landscape architecture, structural engineering, geotechnical investigations, and electrical engineering for the project as described in this proposal. The project phases are further described as follows:

##### Public Involvement

1. Host two public meetings to seek input on design options
  - a. See below for timing of meetings
2. Provide project informational signing with proposed renderings of the proposed improvements (2 signs, one at Brooks/Whitney and another at Burkitt/Brooks)

##### Conceptual Design Phase (Oct. 1, 2021 to Dec. 15, 2021)

1. Provide a topographic survey of the project area, with enough adjacent area included should additional grading and drainage improvements be necessary.
2. Prepare a conceptual layout of possible improvements based on County comments for review with Sheridan County.
3. Host first public meeting to seek design input.

##### Preliminary Design Phase (Dec. 16, 2021 to March 15, 2022)

1. Prepare a preliminary layout of the proposed improvements for review with Sheridan County/WYDOT, based on public input. We will include time to provide one refinement of the preferred option from comments made at the first public meeting.

*We create solutions that build better communities*

Mr. Ken Muller  
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2. Prepare Preliminary Construction plans including layout, grading, and drainage design. Our structural engineer will be involved for the design of any tiered walls.
3. Provide Preliminary Construction Plans for lighting design. This will include lighting layout, lighting calculations, and conduit & conductor sizing.
4. Prepare and submit Environmental documentation to WYDOT Environmental.
5. Prepare a preliminary construction cost estimate.
6. Prepare a preliminary project manual with Bid Documents for review with County and WYDOT. We will be using the City of Sheridan Standard Specifications.
7. Review the above documents with Sheridan County staff prior to preparing final construction documents.
8. Hold second public meeting.

Final Design Phase (March 16, 2022 to July 15, 2022)

1. Develop a final set of construction plans for the project. We will include time to provide one refinement of the preferred option from comments made at the second public meeting.
2. Prepare a Project Manual for the project using City of Sheridan Standard Specifications.
3. Prepare a final construction cost estimate.
4. Prepare and Submit WYDOT Tap Grant Application.
5. Prepare Rendering of Final Design for project signage near the County Courthouse.

Bidding

An estimated bidding fee (placeholder) will be generated for the WYDOT TAP Grant only. Bidding services are not included in this scope of work, but can be added through an amendment at a later time. Redesign effort for contractor bids that come in higher than the engineer's estimated construction costs is not included in this scope of work.

Construction Administration

An estimated construction administration fee (placeholder) will be generated for the WYDOT TAP Grant only. Construction Administration services are not included in this scope of work, but can be added through an amendment at a later time.

**SUBCONSULTANTS**

MMI will provide in-house professional services, with the exception of:

Landscape Architect: **Steiner and Thuesen, PLLC**

Geotechnical Engineer: **American Engineering Testing, Inc (AET)**

**ASSUMPTIONS**

Assumptions made in preparation of the scope for the work include the following:

1. Survey (MMI)
  - Topographic survey of the existing roadway and key locations to match existing elevations.



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2. Landscape Design (Steiner Thuesen):
  - Generally, includes amenities to highlight the area (example items could include: benches, picnic tables, covered areas, meandering pathways, low-maintenance plantings, “zero-scape” areas, tiered sitting areas, retaining walls, etc.). See also Landscape proposal and fee breakdown.
3. Lighting Design (MMI):
  - Will be both decorative and functional, possibly matching existing downtown fixtures and lighting to highlight wall/tier designs. The intent is for the public to be able to utilize this area at night.
4. Structural (MMI)/Geotechnical (AET) Design:
  - Due to their observed condition, there is concern with working around and adjacent to the existing retaining walls along Brooks Street. Since information on their construction is not available, initial recommendations are to add reinforcement to increase support of the walls. Assumptions are shown in the fee estimate and the geotechnical proposal.
  - Tiered grading for sitting areas may require retaining walls and geotechnical investigations. Assumptions are shown in the fee estimate and the geotechnical proposal.
  - To keep costs lower, we assumed that the retaining walls could be designed in a way to be able to combine drilling locations and ultimately reduce the number of geotechnical borings. We have estimated 7 borings for the retaining wall dimensions shown in the fee estimate. When the site layout and retaining wall design is finalized, if the walls cannot be designed to combine drilling locations, additional drilling may be required. See geotechnical proposal for approximate cost on additional bores.
5. Environmental (MMI):
  - Complete WYDOT’s LPA Categorical Exclusion Form and write scoping letters to WYDOT and the various agencies called out in the WYDOT LPA example form.
    - Scope Letters to include:
      - U.S. Army Corps of Engineers
      - Wyoming Game and Fish Dept.
      - U.S. Fish and Wildlife Services
    - Environmental Field Work and Wetland Delineation is not anticipated and is not included in this scope.
6. Need to maintain public access to the second story entrance and pick-up access for the maintenance access mid-block.
7. No WYDOT/ City of Sheridan/ Sheridan County Permits are necessary for this project (i.e. – Building permits, etc). No review by the State Fire Marshal is needed for the lighting plans, instead, the County will review the lighting design.

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8. A drainage report is not necessary for this project.
9. No ROW coordination is necessary as the project property has already been vacated and is owned by Sheridan County.
  - County to provide hard copy of boundary/property survey recently completed by Randall Engineering. MMI to coordinate with Randall on CAD file.
10. Renderings: The final rendering showing the proposed improvements will be placed at Burkitt and Whitney. This rendering will be the same perspective at both locations (from Burkitt street, looking south). County to provide display supports for the renderings (likely 24x36).
11. WYDOT TAP Funding/ LPA Coordination
  - WYDOT TAP funding falls under WYDOT's LPA program requirements.
  - Discussions are needed with WYDOT and the County regarding where ADA accessible areas need to be maintained. Due to the steep slopes on Brooks Street, some areas will be easier to achieve this than others.
  - Sheridan County will complete the WYDOT SOI for the TAP grant. MMI will complete the WYDOT TAP Grant Application form.
12. Project Manual will reference the LPA Federal and WYDOT contract requirements as described in the LPA guidelines.

### **ENGINEERING FEES**

See attached fee spreadsheet describing the specific tasks and hourly work breakdown for each discipline. We used WYDOT's format (audited rate, labor breakdown, certified payrolls, etc.).

### **DELIVERABLES**

- Conceptual Plans:
  - Conceptual Plan Layout Sheet(s)
    - Conceptual Landscape layout for Public Mtg input
  - 24x36 Exhibits for Public Mtg
- Preliminary Plans:
  - Title Sheet with project location map
  - Preliminary Plan Layout Sheets
  - Summary of Total Estimated Quantities (TEQ)
  - Preliminary Project Manual
  - WYDOT's Categorical Exclusion Form
    - Scoping Letters to WYDOT and various agencies
  - 24x36 Exhibits for Public Mtg

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- Final Plans:
  - o Title Sheet with project location map
  - o General and Project Notes
  - o Construction Plan Layouts and Details
  - o Summary of Total Estimated Quantities (TEQ)
  - o Project Manual with Bidding Forms and Instructions to Bidders
- Plan Requirements:
  - o Project plans will be prepared in English units and furnished on 11x17 or 22x34 sheets to best fit the project (PDF's)

### **PROPOSED SCHEDULE**

Proposed dates for the project schedule:

Notice to Proceed <sup>1</sup>	<u>October 1, 2021</u>
Conceptual Design <sup>2</sup>	<u>December 1, 2021</u>
Public Mtg #1 <sup>2</sup>	<u>December 15, 2021</u>
Preliminary Design	<u>March 1, 2022</u>
Public Mtg #2	<u>March 15, 2022</u>
Submit WYDOT TAP SOI	<u>by April 15, 2022</u>
Final Design	<u>July 1, 2022</u>
Submit WYDOT TAP Grant	<u>by July 15, 2022</u>

<sup>1</sup>NTP based on the timelines shown in WYDOT's Planning Document. If WYDOT review timeframe is shorter, this date may be sooner.

<sup>2</sup>Conceptual Design and the first public mtg could shift to Nov. 15 and the week of Nov. 29, respectively to allow for better timing for the first public meeting.

We look forward to working with you on this fun project. Please let us know if you have any questions.

Sincerely,



Morrison-Maierle  
Tim Brugger, PE  
Project Manager

Enc.	Project Location Map	(PDF; 1 Page)
	Design Fee	
	o MMI Fee w/ Certified Payroll	(PDF; 14 Pages)
	o Landscape Scope/Fee	(PDF; 9 Pages)
	o Geotechnical Scope/Fee	(PDF; 8 Pages)





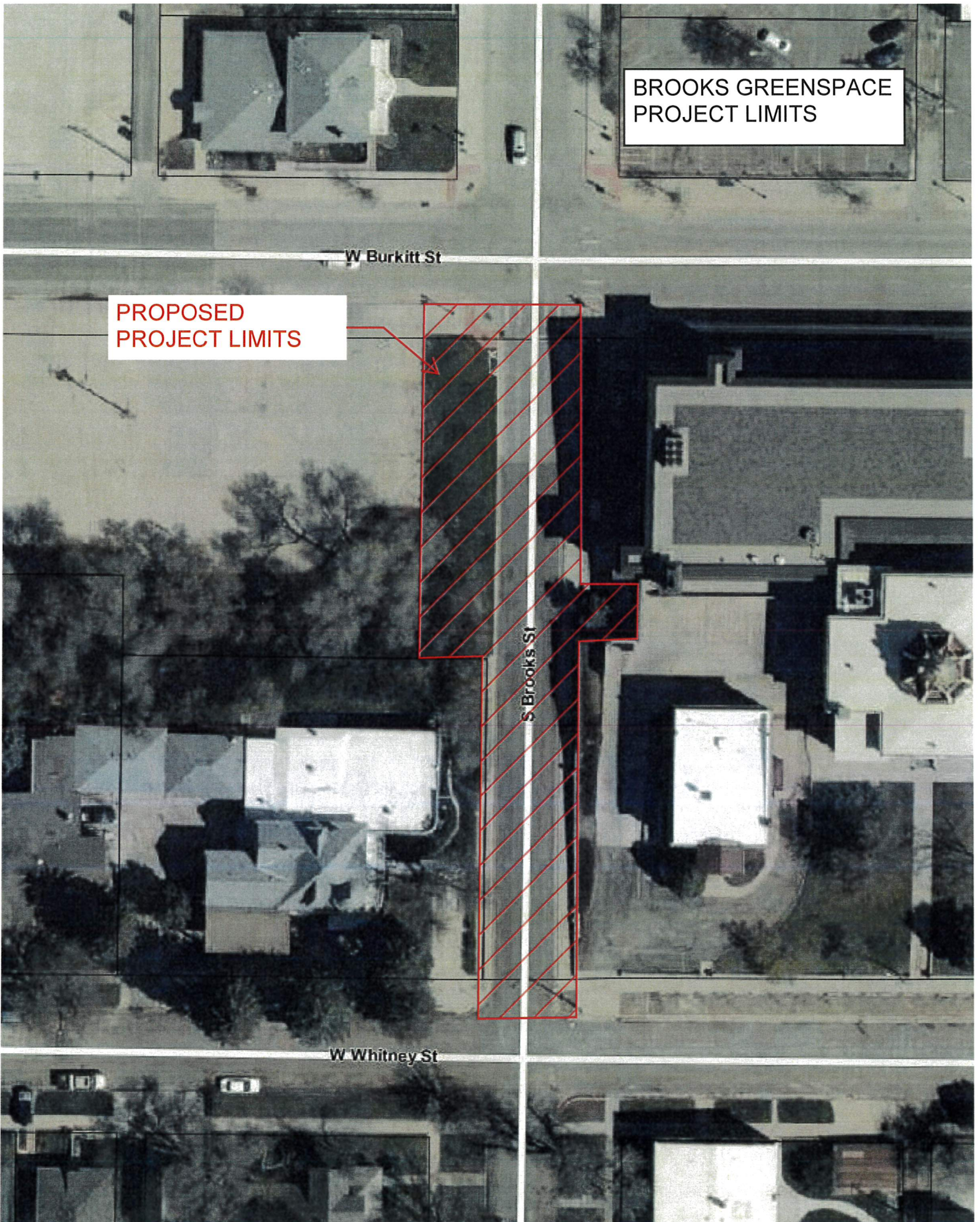
BROOKS GREENSPACE  
PROJECT LIMITS

W Burkitt St

PROPOSED  
PROJECT LIMITS

S Brooks St

W Whitney St







**PROPOSAL FEE ESTIMATE**

Design Fee

**Brooks Street Greenspace**

Sheridan County

MMI No. 6017.002

Prepared By:

Morrison-Maierle, Inc.  
1470 Sugarland Drive, Suite #1  
Sheridan, Wyoming 82801  
307-672-9310

Design Phase = \$99,971.98 Cost Not To Exceed

Bid/Const. Phase = \$0.00 Not Included in Scope

**Total Fee = \$99,971.98 Cost Not To Exceed**

By:



Randy Bomar, P.E., Operations Manager

7/28/21

Date

## SUMMARY OF ESTIMATED COSTS

Brooks Street Greenspace  
Sheridan County

### DIRECT LABOR COSTS

#### Design Phase

Civil Design	<u>\$8,885.16</u>
Survey	<u>\$1,376.34</u>
Environmental Design	<u>\$1,505.70</u>
Structure Design	<u>\$3,254.18</u>
Lighting Design	<u>\$2,120.36</u>
Design Phase Subtotal	<u>\$17,141.74</u>

### DIRECT LABOR SUBTOTAL

\$17,141.74 (X<sub>1</sub>)

### Adjusted Direct Labor Costs

Labor Multiplier = 2.963

2.963 x (X<sub>1</sub>) = \$50,790.98 (X<sub>2</sub>)

### Adjusted Direct Labor + Profit

Percent of Profit = 12.00%

12.00% x (X<sub>2</sub>) = \$6,094.92 (X<sub>3</sub>)

### FCCM

FCCM Adjustment = 0.03

0.03 x (X<sub>1</sub>) = \$514.25 (X<sub>4</sub>)

## SUMMARY OF ESTIMATED COSTS

Brooks Street Greenspace  
Sheridan County

### Direct Non-Labor Charges

#### Design Phase

##### Civil Design

Subconsultant(s)	<u>\$33,188.00</u>	Steiner-Thuesen
Other (Specify)	<u>\$200.00</u>	Printing
Travel & Meals	<u>\$100.00</u>	MMI Travel

##### Survey

Subconsultant(s)	<u>\$0.00</u>	N/A
Other (Specify)	<u>\$600.00</u>	Survey Equipment
Travel & Meals	<u>\$210.00</u>	From Gillette

##### Environmental

Subconsultant(s)	<u>\$0.00</u>	N/A
Other (Specify)	<u>\$0.00</u>	N/A
Travel & Meals	<u>\$0.00</u>	N/A

##### Structure Design

Subconsultant(s)	<u>\$8,073.83</u>	AET
Other (Specify)	<u>\$0.00</u>	N/A
Travel & Meals	<u>\$0.00</u>	N/A

##### Lighting Design

Subconsultant(s)	<u>\$0.00</u>	N/A
Other (Specify)	<u>\$0.00</u>	N/A
Travel & Meals	<u>\$200.00</u>	From Billings

##### Design Phase Subtotal

\$ 42,571.83

#### **DIRECT NON-LABOR CHARGES SUBTOTAL**

\$ 42,571.83 (X5)

#### **TOTAL FEE REQUESTED [X2 + X3 + X4 + X5]**

**\$99,971.98**

## SUMMARY OF ESTIMATED COSTS

Brooks Street Greenspace  
Sheridan County

### DIRECT LABOR COSTS

Construction Phase Not Included in Scope of Work

#### Construction Phase

Other (Specify)		\$0.00	
Construction Phase Subtotal			\$0.00

#### DIRECT LABOR SUBTOTAL

\$0.00 (X<sub>1</sub>)

#### Adjusted Direct Labor Costs

Labor Multiplier = 2.963

2.963	x	(X <sub>1</sub> )	=	\$0.00 (X <sub>2</sub> )
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#### Adjusted Direct Labor + Profit

Percent of Profit = 12.00%

12.00%	x	(X <sub>2</sub> )	=	\$0.00 (X <sub>3</sub> )
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#### FCCM

FCCM Adjustment = 0.03

0.03	x	(X <sub>1</sub> )	=	\$0.00 (X <sub>4</sub> )
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#### Direct Non-Labor Charges

##### Construction Phase

Subconsultant(s)	\$0.00
Other (Specify)	\$0.00
Travel & Meals	\$0.00
Construction Phase Subtotal	\$0.00

#### DIRECT NON-LABOR CHARGES SUBTOTAL

\$0.00 (X<sub>5</sub>)

#### TOTAL FEE REQUESTED [X2 + X3 + X4 + X5]

\$0.00

**DIRECT LABOR COSTS  
MAN-HOUR ESTIMATE**

**Design Phase**

Civil Design

3 Man Hours	@	\$68.38 /Hour	<u>\$205.14</u>	
25 Man Hours	@	\$58.50 /Hour	<u>\$1,462.50</u>	
104 Man Hours	@	\$45.72 /Hour	<u>\$4,754.88</u>	
8 Man Hours	@	\$43.00 /Hour	<u>\$344.00</u>	
71 Man Hours	@	\$29.84 /Hour	<u>\$2,118.64</u>	
				<u>\$8,885.16</u>

Survey

28 Man Hours	@	\$40.38 /Hour	<u>\$1,130.64</u>	
7 Man Hours	@	\$35.10 /Hour	<u>\$245.70</u>	
				<u>\$1,376.34</u>

Environmental

17 Man Hours	@	\$40.26 /Hour	<u>\$684.42</u>	
29 Man Hours	@	\$28.32 /Hour	<u>\$821.28</u>	
				<u>\$1,505.70</u>

Structure Design

7 Man Hours	@	\$60.10 /Hour	<u>\$420.70</u>	
58 Man Hours	@	\$37.02 /Hour	<u>\$2,147.16</u>	
23 Man Hours	@	\$29.84 /Hour	<u>\$686.32</u>	
				<u>\$3,254.18</u>

Lighting Design

19 Man Hours	@	\$56.63 /Hour	<u>\$1,075.97</u>	
31 Man Hours	@	\$33.69 /Hour	<u>\$1,044.39</u>	
				<u>\$2,120.36</u>

Design Phase Subtotal

\$17,141.74

**Construction Phase**

Other (Specify)

0 Man Hours	@	\$0.00 /Hour	<u>\$0.00</u>	
0 Man Hours	@	\$0.00 /Hour	<u>\$0.00</u>	
				<u>\$0.00</u>

Construction Phase Subtotal

\$0.00

**DIRECT LABOR COSTS TOTAL**

\$17,141.74 (X<sub>1</sub>)

PHASE	Brooks Street Greenspace Sheridan County Prepared by: TSB MMI No. 6017.002	DISCIPLINE - CIVIL DESIGN					TOTAL OFFICE HOURS	DIRECT LABOR COSTS
		SUPERVISING ENGINEER IV	SUPERVISING ENGINEER I	DESIGN ENGINEER II	CAD DESIGNER I	DESIGN ENGINEER I		
		Randy \$68.38	Jeff F. \$58.50	Tim B. \$45.72	Katelyn \$29.84	Tyson \$43.00		
010	Conceptual Design (Preliminary Plans)							
	Project Management			4.0			4.0	\$182.88
	Landscape Coordination			2.0			2.0	\$91.44
	Survey Coordination			2.0	2.0		4.0	\$151.12
	Plan Sheets			2.0	2.0		4.0	\$151.12
	Plan Review w/ County	1.0	1.0	1.0			3.0	\$172.60
	Public Mtg #1	1.0	2.0	4.0	1.0		8.0	\$398.10
	QA Review		2.0				2.0	\$117.00
	SUB-TOTAL	2.0	5.0	15.0	5.0	0.0	27.0	\$1,264.26
030	Preliminary Design (Grading Plans)							
	Project Management			4.0			4.0	\$182.88
	Landscape Coordination			4.0	2.0		6.0	\$242.56
	Structural/Geotech Coordination			4.0			4.0	\$182.88
	Electrical Coordination			2.0			2.0	\$91.44
	Environmental Coordination			2.0			2.0	\$91.44
	General Plan Sheets		1.0	2.0	4.0		7.0	\$269.30
	Construction Plans		1.0	6.0			7.0	\$332.82
	Layout				8.0		8.0	\$238.72
	Grading and Drainage				8.0	4.0	12.0	\$410.72
	Drainage Design			4.0	4.0		8.0	\$302.24
	Preliminary Cost Estimate		2.0	4.0			6.0	\$299.88
	Prepare Preliminary Technical Specifications		1.0	4.0			5.0	\$241.38
	Prepare Preliminary Project Manual		1.0	4.0			5.0	\$241.38
	Plan Review w/ County		1.0	1.0	2.0		4.0	\$163.90
	Public Mtg #2	1.0	2.0	4.0	1.0		8.0	\$398.10
	QA Review		2.0				2.0	\$117.00
	SUB-TOTAL	1.0	11.0	45.0	29.0	4.0	90.0	\$3,806.64



PHASE	Brooks Street Greenspace Sheridan County Prepared by: TSB MMI No. 6017.002	DISCIPLINE - CIVIL DESIGN					TOTAL OFFICE HOURS	DIRECT LABOR COSTS
		SUPERVISING ENGINEER IV	SUPERVISING ENGINEER I	DESIGN ENGINEER II	CAD DESIGNER I	DESIGN ENGINEER I		
		Randy \$68.38	Jeff F. \$58.50	Tim B. \$45.72	Katelyn \$29.84	Tyson \$43.00		
110	Final Design (P.S. & E. Plans)							
	Project Management			4.0			4.0	\$182.88
	Landscape Coordination			4.0	2.0		6.0	\$242.56
	Structural/Geotech Coordination			4.0			4.0	\$182.88
	Electrical Coordination			2.0			2.0	\$91.44
	Environmental Coordination			2.0			2.0	\$91.44
	Final Construction Plans		2.0	6.0			8.0	\$391.32
	Layout				8.0		8.0	\$238.72
	Grading and Drainage				8.0	4.0	12.0	\$410.72
	General Plan Sheets		1.0	6.0	2.0		9.0	\$392.50
	Title Sheet				1.0		1.0	\$29.84
	Index/General Notes/Project Notes				2.0		2.0	\$59.68
	Details				4.0		4.0	\$119.36
	Import Standard Details				2.0		2.0	\$59.68
	Prepare Project Specific Details				4.0		4.0	\$119.36
	Prepare Technical Specifications		1.0	4.0			5.0	\$241.38
	Prepare Project Manual		1.0	4.0			5.0	\$241.38
	Final Cost Estimate		1.0	4.0			5.0	\$241.38
	Prepare and Submit WYDOT TAP Grant Application		1.0	2.0			3.0	\$149.94
	Final Plan Edits			2.0	4.0		6.0	\$210.80
	QA Review		2.0				2.0	\$117.00
SUB-TOTAL		0.0	9.0	44.0	37.0	4.0	94.0	\$3,814.26
DESIGN PHASE TOTAL LABOR		3.0	25.0	104.0	71.0	8.0	211.0	\$8,885.16
DIRECT NON-LABOR CHARGES								
		Item Estimated Cost						
SUBCONSULTANTS								
		Landscape Architect		\$33,188.00	Steiner-Thuesen			
		SUBTOTAL		\$33,188.00				
OTHER COSTS								
		Printing		\$200.00				
		SUBTOTAL		\$200.00				
TRAVEL & MEALS								
		Employee Meals		\$0.00	N/A			
		Mileage		\$100.00	MMI Travel			
		Lodging		\$0.00	N/A			
		Car Rental/Taxi/Parking		\$0.00	N/A			
		SUBTOTAL		\$100.00				
DIRECT NON-LABOR CHARGES TOTAL				\$33,488.00				
(DIRECT LABOR COST x MULTIPLIER)							ADJUSTED DIRECT LABOR COSTS =	\$26,326.73
(ADJUSTED DIRECT LABOR COSTS x % PROFIT)							PROFIT =	\$3,159.21
(DIRECT LABOR COST x FCCM)							FCCM =	\$266.55
							TOTAL FEE DESIGN PHASE =	\$63,240.49

PHASE	Brooks Street Greenspace Sheridan County Prepared by: DS MMI No. 6017.002	DISCIPLINE - SURVEY					TOTAL OFFICE HOURS	DIRECT LABOR COSTS
		Land Surveyor Duane \$40.38	Design Engineer I Jacob \$35.10					
010	Conceptual Design (Preliminary Plans)							
	ROW/Property Boundary	2.00					2.0	\$80.76
	Topographic Survey	18.00	7.0				25.0	\$972.54
	Data Processing	8.00					8.0	\$323.04
	SUB-TOTAL	28.0	7.0	0.0	0.0	0.0	35.0	\$1,376.34
030	Preliminary Design (Grading Plans)							
	No Tasks							
	SUB-TOTAL	0.0	0.0	0.0	0.0	0.0	0.0	\$0.00
110	Final Design (P.S. & E. Plans)							
	No Tasks							
	SUB-TOTAL	0.0	0.0	0.0	0.0	0.0	0.0	\$0.00
	DESIGN PHASE TOTAL LABOR	28.0	7.0	0.0	0.0	0.0	35.0	\$1,376.34
	DIRECT NON-LABOR CHARGES							
	Item					Estimated Cost		
	SUBCONSULTANTS							
	Sub-Consultant					\$0.00 N/A		
	SUBTOTAL					\$0.00		
	OTHER COSTS							
	Survey Equipment					\$600.00		
	SUBTOTAL					\$600.00		
	TRAVEL & MEALS							
	Employee Meals					\$0.00 N/A		
	Mileage					\$210.00 From Gillette		
	Lodging					\$0.00 N/A		
	Car Rental/Taxi/Parking					\$0.00 N/A		
	SUBTOTAL					\$210.00		
	DIRECT NON-LABOR CHARGES TOTAL					\$810.00		
	(DIRECT LABOR COST x MULTIPLIER)					ADJUSTED DIRECT LABOR COSTS =		\$4,078.10
	(ADJUSTED DIRECT LABOR COSTS x % PROFIT)					PROFIT =		\$489.37
	(DIRECT LABOR COST x FCCM)					FCCM =		\$41.29
						TOTAL FEE DESIGN PHASE =		\$5,418.76

PHASE	Brooks Street Greenspace Sheridan County Prepared by: TSB MMI No. 6017.002	DISCIPLINE - ENVIRONMENTAL					TOTAL OFFICE HOURS	DIRECT LABOR COSTS
		Environmental Scientist III Christine \$40.26	Environmental Scientist I Breanne \$28.32					
010	Conceptual Design (Preliminary Plans)							
	No Tasks							
	SUB-TOTAL	0.0	0.0	0.0	0.0	0.0	0.0	\$0.00
030	Preliminary Design (Grading Plans)							
	WYDOT's Categorical Exclusion Form	8.0	20.0				28.0	\$888.48
	Scoping Letters to Agencies (listed in scope; x3)	1.0	3.0				4.0	\$125.22
	Figures		6.0				6.0	\$169.92
	SUB-TOTAL	9.0	29.0	0.0	0.0	0.0	38.0	\$1,183.62
110	Final Design (P.S. & E. Plans)							
	Address Comments from WYDOT Environmental Review	4.0					4.0	\$161.04
	Submit Final Environmental Form	4.0					4.0	\$161.04
	SUB-TOTAL	8.0	0.0	0.0	0.0	0.0	8.0	\$322.08
	DESIGN PHASE TOTAL LABOR	17.0	29.0	0.0	0.0	0.0	46.0	\$1,505.70
	DIRECT NON-LABOR CHARGES							
	Item					Estimated Cost		
	SUBCONSULTANTS							
	None					\$0.00 N/A		
	SUBTOTAL					\$0.00		
	OTHER COSTS							
	Printing					\$0.00 N/A		
	SUBTOTAL					\$0.00		
	TRAVEL & MEALS							
	Employee Meals					\$0.00 N/A		
	Mileage					\$0.00 N/A		
	Lodging					\$0.00 N/A		
	Car Rental/Taxi/Parking					\$0.00 N/A		
	SUBTOTAL					\$0.00		
	DIRECT NON-LABOR CHARGES TOTAL					\$0.00		
	(DIRECT LABOR COST x MULTIPLIER)						ADJUSTED DIRECT LABOR COSTS =	\$4,461.39
	(ADJUSTED DIRECT LABOR COSTS x % PROFIT)						PROFIT =	\$535.37
	(DIRECT LABOR COST x FCCM)						FCCM =	\$45.17
							TOTAL FEE DESIGN PHASE =	\$5,041.93

PHASE	Brooks Street Greenspace Sheridan County Prepared by: CP & JF MMI No. 6017.002	DISCIPLINE - STRUCTURE					TOTAL OFFICE HOURS	DIRECT LABOR COSTS
		Supervising Engineer II Jay Fisher \$60.10	Design Engineer I Christina \$37.02	CAD Designer I Katelyn \$29.84				
010	Conceptual Design (Preliminary Plans)							
	No Tasks						0.0	\$0.00
	SUB-TOTAL	0.0	0.0	0.0	0.0	0.0	0.0	\$0.00
030	Preliminary Design (Grading Plans)							
	Coordination meetings (4) 2 hr each		8.0				8.00	296.16
	Structural coordination	2.0	8.0				10.00	416.36
	Preliminary Retaining Wall Design 3 walls (each at 13' tall (5' embedded) and 60' long; retaining 8' of soil)	1.0	10.0				11.00	430.30
	Wingwalls spaced at 5' along ea side of Brooks street to strengthen existing retaining wall structure (45 wing walls: 12" x 5' tall x 3' long tapered with spread footing)	1.0	10.0				11.00	430.30
	SUB-TOTAL	4.0	36.0	0.0	0.0	0.0	40.0	\$1,573.12
110	Final Design (P.S. & E. Plans)							
	General Notes		2.0	1.0			3.00	103.88
	Foundation Plan		2.0	4.0			6.00	193.40
	Top of wall plan		2.0	2.0			4.00	133.72
	Typical details		2.0	4.0			6.00	193.40
	Retaining Wall Details		4.0	6.0			10.00	327.12
	Wing Wall details		4.0	6.0			10.00	327.12
	Specifications	1.0	4.0				5.00	208.18
	QA	2.0	2.0				4.00	194.24
	SUB-TOTAL	3.0	22.0	23.0	0.0	0.0	48.0	\$1,681.06
	DESIGN PHASE TOTAL LABOR	7.0	58.0	23.0	0.0	0.0	88.0	\$3,254.18
	DIRECT NON-LABOR CHARGES							
	SUBCONSULTANTS							
	Geotechnical							
	Estimated Cost							
	SUBTOTAL							
	OTHER COSTS							
	SUBTOTAL							
	TRAVEL & MEALS							
	Employee Meals							
	Mileage							
	Lodging							
	Car Rental/Taxi/Parking							
	SUBTOTAL							
	DIRECT NON-LABOR CHARGES TOTAL							
	(DIRECT LABOR COST x MULTIPLIER)						ADJUSTED DIRECT LABOR COSTS =	\$9,642.14
	(ADJUSTED DIRECT LABOR COSTS x % PROFIT)						PROFIT =	\$1,157.06
	(DIRECT LABOR COST x FCCM)						FCCM =	\$97.63
							TOTAL FEE DESIGN PHASE =	\$18,970.66

PHASE	Brooks Street Greenspace Sheridan County Prepared by: JK MMI No. 6017.002	DISCIPLINE - LIGHTING					TOTAL OFFICE HOURS	DIRECT LABOR COSTS
		Senior Engineer II Jeff K. \$56.63	Cad Designer I Terrance \$33.69					
010	Conceptual Design (Preliminary Plans)							
	No Tasks						0.0	\$0.00
	SUB-TOTAL	0.0	0.0	0.0	0.0	0.0	0.0	\$0.00
030	Preliminary Design (Grading Plans)							
	Preliminary lighting design (Fixture Selection & Photometrics)	1.0	2.0				3.00	124.01
	Preliminary lighting layout	1.0	4.0				5.00	191.39
	Preliminary Coordination	1.0	2.0				3.00	124.01
	Preliminary Specifications	1.0	2.0				3.00	124.01
	Review meeting preparation	1.0	1.0				2.00	90.32
	Issue Preliminary Plans	1.0	2.0				3.00	124.01
	SUB-TOTAL	6.0	13.0	0.0	0.0	0.0	19.0	\$777.75
110	Final Design (P.S. & E. Plans)							
	Incorporate Preliminary Plan comments & Cost Estimate	1.0	2.0				3.0	\$124.01
	Coordination with Landscape and Civil	1.0	4.0				5.0	\$191.39
	Lighting Calculations	1.0	4.0				5.0	\$191.39
	Site Visit	8.0					8.0	\$453.04
	Prepare Final Drawings and Specs	1.0	4.0				5.0	\$191.39
	Issue Final Design Plans	1.0	4.0				5.0	\$191.39
	SUB-TOTAL	13.0	18.0	0.0	0.0	0.0	31.0	\$1,342.61
	DESIGN PHASE TOTAL LABOR	19.0	31.0	0.0	0.0	0.0	50.0	\$2,120.36
	DIRECT NON-LABOR CHARGES							
	Item					Estimated Cost		
	SUBCONSULTANTS							
	Sub-Consultant					\$0.00 N/A		
	SUBTOTAL					\$0.00		
	OTHER COSTS							
						\$0.00		
	SUBTOTAL					\$0.00		
	TRAVEL & MEALS							
	Employee Meals					\$50.00 From Billings		
	Mileage					\$150.00 From Billings		
	Lodging					\$0.00 N/A		
	Car Rental/Taxi/Parking					N/A		
	SUBTOTAL					\$200.00		
	DIRECT NON-LABOR CHARGES TOTAL					\$200.00		
	(DIRECT LABOR COST x MULTIPLIER)					ADJUSTED DIRECT LABOR COSTS =		\$6,282.63
	(ADJUSTED DIRECT LABOR COSTS x % PROFIT)					PROFIT =		\$753.92
	(DIRECT LABOR COST x FCCM)					FCCM =		\$63.61
						TOTAL FEE DESIGN PHASE =		\$7,300.16

**PROPOSED HOURLY BILLING RATE COMPUTATION**  
**MORRISON-MAIERLE, INC.**  
07/15/21

POSITION	NAME	(A) BASE HOURLY RATE	(B) DIRECT LABOR MULTIPLIER 2.963	(C) PROFIT (%) 12.00%	(D) FCCM 0.03	(E) TOTAL BILLING RATE
Supervising Engineer IV	Randy Bomar	\$68.38	\$202.61	\$24.31	\$2.05	\$228.97
Supervising Engineer II	Jay Fisher	\$60.10	\$178.08	\$21.37	\$1.80	\$201.25
Supervising Engineer I	Jeff Feck	\$58.50	\$173.34	\$20.80	\$1.76	\$195.90
Senior Engineer II	Jeff Kraft	\$56.63	\$167.79	\$20.13	\$1.70	\$189.62
Design Engineer II	Tim Brugger	\$45.72	\$135.47	\$16.26	\$1.37	\$153.10
Design Engineer I	Tyson Markham	\$43.00	\$127.41	\$15.29	\$1.29	\$143.99
Land Surveyor	Duane Schmitz	\$40.38	\$119.65	\$14.36	\$1.21	\$135.22
Environmental Scientist III	Christine Pearcy	\$40.26	\$119.29	\$14.31	\$1.21	\$134.81
Design Engineer I	Christina Paxton	\$37.02	\$109.69	\$13.16	\$1.11	\$123.96
Design Engineer I	Jacob Wick	\$35.10	\$104.00	\$12.48	\$1.05	\$117.53
CAD Designer I	Terrance Jiracek	\$33.69	\$99.82	\$11.98	\$1.01	\$112.81
CAD Designer I	Katelyn Lollar	\$29.84	\$88.42	\$10.61	\$0.90	\$99.93
Environmental Scientist I	Breanne Cline	\$28.32	\$83.91	\$10.07	\$0.85	\$94.83
Project Coordinator I	Terra Zowada	\$23.82	\$70.58	\$8.47	\$0.71	\$79.76

(E) Billing Rate = (B) + (C) + (D)

**MORRISON-MAIERLE, INC.**  
**FEE SCHEDULE**  
**January 1, 2021**

**Reimbursable Expenses**

Subconsultants	At cost
Field Supplies/Equipment Rental	At cost
Lodging	CONUS per Diem
Car Rental & Gas	At cost
Vehicle Travel	At cost
Meals	CONUS per Diem
Outsourced Printing	At cost
Telephone	At cost
Postage/Freight/UPS/FedEx	At cost
Mileage (Company Vehicles)	at IRS rate
Air Travel	At cost



**WYDOT - Brooks Greenspace  
Wage Verification**

7/27/2021

NAME	POSITION	(A) BASE HOURLY RATE	(B) DIRECT LABOR MULTIPLIER 2.963	(C) PROFIT (%) 0.12	(D) FCCM 0.03	(E) TOTAL BILLING RATE
Randy Bomar	Supervising Engineer IV	68.38	202.61	24.31	2.05	228.97
Jay Fisher	Supervising Engineer II	60.10	178.08	21.37	1.80	201.25
Jeff Feck	Supervising Engineer I	58.50	173.34	20.80	1.76	195.90
Jeff Kraft	Senior Engineer II	56.63	167.79	20.13	1.70	189.62
Christine Pearcy	Environmental Scientist III	40.26	119.29	14.31	1.21	134.81
Tim Brugger	Design Engineer II	45.72	135.47	16.26	1.37	153.10
Duane Schmitz	Land Surveyor	40.38	119.65	14.36	1.21	135.22
Jacob Wick	Design Engineer I	35.10	104.00	12.48	1.05	117.53
Christina Paxton	Design Engineer I	37.02	109.69	13.16	1.11	123.96
Tyson Markham	Design Engineer I	43.00	127.41	15.29	1.29	143.99
Terrance Jiracek	CAD Designer I	33.69	99.82	11.98	1.01	112.81
Katelyn Lollar	CAD Designer I	29.84	88.42	10.61	0.90	99.93
Breanne Cline	Environmental Scientist I	28.32	83.91	10.07	0.85	94.83
Terra Zowada	Project Coordinator I	23.82	70.58	8.47	0.71	79.76

I certify that the above wage rates are true and accurate as of 07/27/2021

*Tracie Fladeland*

Tracie Fladeland, Payroll Administrator



**STEINER  
THUESEN**  
PLLC

GOLF COURSE ARCHITECTURE • IRRIGATION DESIGN • LANDSCAPE ARCHITECTURE

July 20, 2021

Mr. Tim Brugger, PE  
Morrison-Maierle  
1470 Sugarland Drive, Suite 1  
Sheridan, WY 82801

**RE: Brooks Street Greenscape: *Scope of Work and Fee Proposal***

Dear Tim,

We are pleased to provide a fee proposal for landscape architectural services associated with the greenscape improvements on Brooks Street in Sheridan, Wyoming. We are excited to be a member of the design team and look forward working with Morrison-Maierle and the County to create a "showcase" project for the citizens of Sheridan and the surrounding area.

This letter will serve as an outline of our proposed scope of services and fee to provide the assistance you have requested. The following key points represent our understanding of the project based on our recent tour of the project site and follow-up email and conversations.

- The project size is approximately 17,000 square feet and includes Brook Street between Whitney and Burkitt St. Adjacent sidewalks, entries into the courthouse, and the slope between Brook Street and the parking lot are included of the project.
- Public involvement will assist in shaping the overall project. We will participate in two public meetings during the design phase.
- The project is focused on pedestrian circulation and gathering areas throughout the space as well as service vehicle access from Whitney Street to the service entrance approximately halfway down the street. The project includes elements such as utilities, grading and drainage, paving, shade structures, seating areas, retaining walls, site furnishings, landscaping, irrigation, and lighting, etc. Of these items, our primary focus will be on the following items.
  - Hardscape materials and patterns
  - Pedestrian circulation
  - Seating areas
  - Shelters/Shade structures
  - Tiered seating/gathering areas
  - Landscaping – Xeriscape design
  - Irrigation
  - Site furnishings (benches, picnic tables, bike racks, trash receptacles)
  - Other basic amenities as determined during the design.
  - We anticipate Morrison-Maierle or other consultants being lead on the following items with our office providing input as needed.
    - Utilities
    - Grading and drainage
    - Structural requirements for retaining walls, shade structures, and other paved surfaces.
    - Storm water
    - Lighting
    - Environment, etc.

- We will meet with the design team as the project progresses to gather input and work through design challenges and opportunities. Coordination of these meetings will be handled by your office. These meetings will be conducted via video conferencing as much as possible to minimize travel costs.
- Our standard technical specifications will be customized for use in this project. Major formatting or content adjustments to meet WYDOT requirements is not anticipated.
- Collins Graphics out of Billings will be used to develop the two project renderings for display.
- Your office will provide all base map information for use in the project.
- All submittals will be digital with PDF being the primary format.
- All plans will be prepared in English units.
- Proposed Schedule:

The completion date for the work shall be by the following schedule:

- |                          |                      |
|--------------------------|----------------------|
| ○ Notice to Proceed      | October 1, 2021      |
| ○ Conceptual Design      | December 1, 2021     |
| ○ Public Mtg #1          | December 15, 2021    |
| ○ Preliminary            | Design March 1, 2022 |
| ○ Public Mtg #2          | March 15, 2022       |
| ○ Submit WYDOT TAP SOI   | by April 15, 2022    |
| ○ Final Design           | July 1, 2022         |
| ○ Submit WYDOT TAP Grant | by July 15, 2022     |

October is a very busy month for us as we are trying to close projects out before cooler temperatures arrive. We will do our best to be available for the project beginning October 1.

Please let me know if we have misunderstood your needs or have incorrectly scoped any portions of the work. Any needed changes will be made accordingly.

## SCOPE OF WORK

Following is the suggested scope of work for the proposed Brooks Street Greenscape project.

1. Conceptual Design Phase (35% Design Development)
  - a. We will meet with the design team in Sheridan and participate in a formal introduction to the project. Prior to, and during our visit, the following will be accomplished:
    - i. Before the initial visit, we will coordinate with you to obtain base information allowing us to have preliminary base drawings in hand while on site during the initial site visit.
  - b. Visual inventory of the project site to familiarize ourselves with the existing conditions and goals of the project.
  - c. Gather preliminary program data and background information.
  - d. Review of project to ensure all design requirements are understood.
  - e. Gather additional information related to key elements of the design.
  - f. Develop a conceptual plan of the proposed improvements based on County comments.
  - g. Participate in public meeting to gather input on the project.
  - h. Deliverables
    - i. PDF version of the conceptual plan.
2. Preliminary Design Phase (65% Construction Documents)
  - a. Develop preliminary plans of the proposed improvements based on information gathered during the public meeting. Submit for review by Sheridan County/WYDOT.
  - b. Provide plan revisions to develop the "preferred option" based on County/WYDOT comments. This plan will be considered the master plan for the improvements. Our office will be heavily involved in preparing this plan. Through the process, the overall look and feel of the project will be established. Once approved, we will step back on several of the design elements and focus on those items listed in the project understanding.

- c. Preparation of preliminary construction plans. We anticipate providing the following plans.
    - i. Materials Plan. Coordination of site materials and furnishings.
    - ii. Site Furnishings Plan.
    - iii. Grading Plan- Steiner-Thuesen will provide a preliminary grading layout with contours, slopes and spot elevations for key grading elements (PDF format). Morrison-Maierle will refine the grading design with finite elevation design of the main surface features (walls, walks, ramps, stairs, landings, picnic table areas, etc.).
    - iv. Planting Plan
    - v. Irrigation Plan
    - vi. Construction Details as required.
      - 1. Site furnishings
      - 2. Planting
      - 3. Irrigation
      - 4. Shelters/Shade structures (we will most likely work with a manufacturer to develop a conceptual plan that can be finalized through shop drawing during construction).
    - vii. We will provide input on the following items
      - 1. Overall site layout.
      - 2. Site grading and drainage.
      - 3. Retaining walls
      - 4. Lighting
      - 5. Other items as needed.
  - d. Prepare a preliminary cost estimate.
  - e. Prepare a preliminary project manual with outline specifications.
  - f. Participate in team coordination and review meeting as needed.
  - g. Participate in second public meeting.
  - h. Deliverables
    - i. Master Plan
    - ii. Preliminary construction plans.
    - iii. Preliminary cost estimate and summary of estimated quantities.
    - iv. Preliminary project manual.
3. Final Design Phase (100% Construction Documents)
- a. Develop final plans of the proposed improvements based on comments from the County, WYDOT, and information gathered during the public meeting. One refinement of the preferred plan will be provided.
  - b. We will provide an updated grading layout from Preliminary Plans comments and the second public meeting for use by Morrison-Maierle in their preparation of the final grading plan. The format will be similar to what was provided in Preliminary Design Phase.
  - c. Prepare final specifications for project manual.
  - d. Prepare final cost estimate.
  - e. Prepare (2) renderings of the final design for display near the courthouse.
  - f. Deliverables
    - i. Master Plan
    - ii. Preliminary construction plans.
    - iii. Preliminary cost estimate summary of estimated quantities.
    - iv. Preliminary project manual.

### **FEE BREAKDOWN**

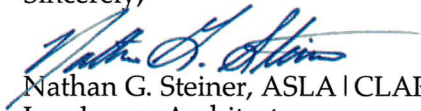
The following time and materials fee breakdown is included to provide the services outlined above.

<i>PHASE</i>	<i>TOTAL COST</i>
Conceptual Design (35% Design Development)	\$ 4,652.00
Preliminary Design (65% CD)	\$ 11,588.00
Final Design (100% CD)	\$ 12,891.00
Reimbursables	\$ 1,657.00
Subconsultant - Concept Design	\$ 4,800.00
TOTAL	\$ 35,588.00

The fees presented above will be honored for a period of 60 calendar days following the date of this proposal. After that period, we reserve the right to renegotiate fees and schedules.

Thank you for consideration of our scope of work and proposal. I am confident that you will find our work creative, thorough and professional in every respect. If our proposal is acceptable, please let me know and I would be happy to send you over a draft of our standard form of agreement for review and signature. If you have an agreement you would prefer to use, please send it to me for review. We look forward to working with you and Sheridan Country on this exciting project.

Sincerely,



Nathan G. Steiner, ASLA | CLARB | CGIA  
Landscape Architect  
Attachments: Fee Structure

Brooks Street Greenscape  
Landscape Fee Summary

<i>PHASE</i>	<i>TOTAL COST</i>
Conceptual Design (35% Design Development)	\$ 4,652.00
Preliminary Design (65% CD)	\$ 11,588.00
Final Design (100% CD)	\$ 12,891.00
Reimbursables	\$ 1,657.00
Subconsultant - Concept Design	\$ 2,400.00
TOTAL	\$ 33,188.00

PHASE	Brooks Street Greenspace Sheridan County Prepared by: NS Proj. No.	DISCIPLINE - LANDSCAPE (STEINER-THUESEN)					TOTAL HOURS	TOTAL COSTS
		Principal	Drafter	Landscape Designer I	Clerical			
		Nathan \$105.00	Gwen \$64.00	Branden \$58.00	CS \$45.00			
010	Conceptual Design (35% Design Development)							
	Project Management	4.0			3.0		7.0	\$555.00
	Base Map Preparation	1.0	3.0				4.0	\$297.00
	Kick-off Meeting in Sheridan	8.0					8.0	\$840.00
	Concept Plan	8.0	20.0				28.0	\$2,120.00
	Public Meeting	8.0					8.0	\$840.00
	SUB-TOTAL	29.0	23.0	0.0	3.0	0.0	55.0	\$4,652.00
020	Preliminary Design (65% CD)							
	Project Management	4.0			3.0		7.0	\$555.00
	Preliminary Plan Development and Review	6.0	24.0				30.0	\$2,166.00
	Master Plan - Preferred Option	6.0	32.0				38.0	\$2,678.00
	Preliminary CDs	4.0	16.0				20.0	\$1,444.00
	Grading plan	8.0	16.0				24.0	\$1,864.00
	Input on other elements and grading	4.0	2.0				6.0	\$548.00
	Cost Estimate	6.0	2.0				8.0	\$758.00
	Project Manual	3.0					3.0	\$315.00
	Coordination and Review	4.0					4.0	\$420.00
	Public Meeting	8.0					8.0	\$840.00
	SUB-TOTAL	53.0	92.0	0.0	3.0	0.0	148.0	\$11,588.00
030	Final Design (P.S. & E. Plans - 100% CD)							
	Project Management	4.0			3.0		7.0	\$555.00
	Refine plans based on comments	4.0	16.0				20.0	\$1,444.00
	Grading plan update	6.0	16.0				22.0	\$1,654.00
	Final Plans	8.0	80.0				88.0	\$5,960.00
	Specifications	16.0					16.0	\$1,680.00
	Cost Estimate	6.0	2.0				8.0	\$758.00
	Coordination and Review	8.0					8.0	\$840.00
	SUB-TOTAL	52.0	114.0	0.0	3.0	0.0	169.0	\$12,891.00

PHASE	Brooks Street Greenspace Sheridan County Prepared by: NS Proj. No.	DISCIPLINE - LANDSCAPE (STEINER-THUSEN)					TOTAL HOURS	TOTAL COSTS	
		Principal	Drafter	Landscape Designer I	Clerical				
		Nathan \$105.00	Gwen \$64.00	Branden \$58.00	CS \$45.00				
		DESIGN PHASE TOTAL LABOR	134.0	229.0	0.0	9.0	0.0	372.0	\$29,131.00
		DIRECT NON-LABOR CHARGES							
			Item					Estimated Cost	
		SUBCONSULTANTS							
			Sub-Consultant					\$2,400.00	Concept Design
			SUBTOTAL					\$2,400.00	
		OTHER COSTS							
			Printing					\$921.00	
			Misc. Supplies					\$40.00	
			SUBTOTAL					\$961.00	
		TRAVEL & MEALS							
			Employee Meals					\$120.00	
			Mileage					\$576.00	
			Lodging					\$0.00	
			Car Rental/Taxi/Parking					\$0.00	
			SUBTOTAL					\$696.00	
		DIRECT NON-LABOR CHARGES TOTAL						\$4,057.00	
		TOTAL FEE DESIGN PHASE =							\$33,188.00

PHASE	Brooks Street Greenspace Sheridan County Prepared by: NS Proj. No.	DISCIPLINE - LANDSCAPE (RENDERINGS - Concept Design)					TOTAL HOURS	TOTAL COSTS
		Principal Jim \$100.00						
030	Final Design (P.S. & E. Plans - 100% CD)							
	Graphic Site Rederings	24.0					24.0	\$2,400.00
		SUB-TOTAL					24.0	\$2,400.00
		DESIGN PHASE TOTAL LABOR					24.0	\$2,400.00
		DIRECT NON-LABOR CHARGES						
		Item Estimated Cost						
		SUBCONSULTANTS						
		Sub-Consultant \$0.00						
		SUBTOTAL \$0.00						
		OTHER COSTS						
		Printing \$0.00						
		Misc. Supplies \$0.00						
		SUBTOTAL \$0.00						
		TRAVEL & MEALS						
		Employee Meals \$0.00						
		Mileage \$0.00						
		Lodging \$0.00						
		Car Rental/Taxi/Parking \$0.00						
		SUBTOTAL \$0.00						
		DIRECT NON-LABOR CHARGES TOTAL \$0.00						
							TOTAL FEE DESIGN PHASE =	\$2,400.00



Brooks Street Greenscape  
Landscape Reimbursables

**Conceptual Design**

<u>COMMON EXPENSES</u>	<u>QTY</u>	<u>UNIT</u>	<u>RATE</u>	<u>SUBTOTAL</u>
Mileage - automobile	600	Mi	\$0.640	\$384.00
Motel (Wyoming)		night	\$158.00	\$0.00
Meals (per diem)	2	day	\$40.00	\$80.00
<b>Printing</b>				
Laser prints - black (8-1/2 x 11")		EA	\$0.35	\$0.00
laser prints - color single side (8-1/2 x 11")		EA	\$0.45	\$0.00
Laser prints - color duplex (8-1/2 x 11")		EA	\$0.84	\$0.00
Laser prints - black & white (11x 17")		EA	\$1.00	\$0.00
Laser prints - color (11x 17")	10	EA	\$2.00	\$20.00
D/E size plot - BOND	4	EA	\$9.60	\$38.40
D size plot - FILM/MYLAR		EA	\$26.00	\$0.00
D size plot - FULL COLOR/SPECIAL PAPER	2	EA	\$62.00	\$124.00
Xerox bond (up to 36"- same size)		SF	\$0.49	\$0.00
Scan	1	LS	\$25.00	\$25.00
Total				\$207.40
Miscellaneous art supplies	1	LS	\$40.00	\$40.00
Total Reimbursables				\$711.40

**Preliminary Design**

<u>COMMON EXPENSES</u>	<u>QTY</u>	<u>UNIT</u>	<u>RATE</u>	<u>SUBTOTAL</u>
Mileage - automobile	300	Mi	\$0.640	\$192.00
Motel (Wyoming)		night	\$158.00	\$0.00
Meals (per diem)	1	day	\$40.00	\$40.00
<b>Printing</b>				
Laser prints - black (8-1/2 x 11")		EA	\$0.35	\$0.00
laser prints - color single side (8-1/2 x 11")		EA	\$0.45	\$0.00
Laser prints - color duplex (8-1/2 x 11")		EA	\$0.84	\$0.00
Laser prints - black & white (11x 17")		EA	\$1.00	\$0.00
Laser prints - color (11x 17")	30	EA	\$2.00	\$60.00
D/E size plot - BOND	16	EA	\$9.60	\$153.60
D size plot - FILM/MYLAR		EA	\$26.00	\$0.00
D size plot - FULL COLOR/SPECIAL PAPER	4	EA	\$62.00	\$248.00
Xerox bond (up to 36"- same size)		SF	\$0.49	\$0.00
Scan		LS	\$25.00	\$0.00
Total				\$461.60
Miscellaneous art supplies		LS	\$40.00	\$0.00
Total Reimbursables				\$693.60

**Final Design**

<u>COMMON EXPENSES</u>	<u>QTY</u>	<u>UNIT</u>	<u>RATE</u>	<u>SUBTOTAL</u>
Mileage - automobile		Mi	\$0.640	\$0.00
Motel (Wyoming)		night	\$158.00	\$0.00
Meals (per diem)		day	\$40.00	\$0.00
<b>Printing</b>				
Laser prints - black (8-1/2 x 11")		EA	\$0.35	\$0.00
laser prints - color single side (8-1/2 x 11")		EA	\$0.45	\$0.00
Laser prints - color duplex (8-1/2 x 11")		EA	\$0.84	\$0.00
Laser prints - black & white (11x 17")		EA	\$1.00	\$0.00
Laser prints - color (11x 17")	30	EA	\$2.00	\$60.00
D/E size plot - BOND	20	EA	\$9.60	\$192.00
D size plot - FILM/MYLAR		EA	\$26.00	\$0.00
D size plot - FULL COLOR/SPECIAL PAPER		EA	\$62.00	\$0.00
Xerox bond (up to 36"- same size)		SF	\$0.49	\$0.00
Scan		LS	\$25.00	\$0.00
Total				\$252.00
Miscellaneous art supplies		LS	\$40.00	\$0.00
Total Reimbursables				\$252.00





CONSULTANTS  
• ENVIRONMENTAL  
• GEOTECHNICAL  
• MATERIALS  
• FORENSICS

July 27, 2021

Morrison Maierle  
1470 Sugarland Dr #1  
Sheridan, Wyoming 82801

Attn: Tim Brugger, PE  
[tbrugger@m-m.net](mailto:tbrugger@m-m.net)

Re: Proposal for Preliminary Geotechnical Exploration and Review,  
Brooks St. Greenspace Project  
Sheridan Wyoming  
AET Proposal No. P-0004856

Dear Mr. Brugger:

American Engineering Testing Inc. (AET) has provided this proposal as per a request from you, for conducting a Preliminary Geotechnical Exploration Program and Review, at the above referenced project site. This proposal is based on the information provided in meetings and emails pertaining to this project. The following document defines the general scope, completion schedule, and estimated cost for the services.

## PROJECT INFORMATION

We understand that Sheridan County plans to create a greenspace in the recently vacated Brooks Street, between Whitney and Burkitt Street. It is our understanding that the proposed improvements include three approximately 60 foot long retaining walls on the bottom half of the project. The retaining walls are anticipated to be approximately 13 feet high with 5 feet of the wall embedded below the ground surface. In addition to the three retaining walls improvements, wing walls are to be constructed along the existing retaining walls that parallel Brooks Street on the upper portion of the street. This investigation will provide preliminary data on the improvements. Depending on the variability of the soils encountered additional drilling and analysis may be requested once a final design is selected.

## SCOPE OF SERVICES

Based on the information provided, AET proposes the following scope of services:

- AET personnel will stake the proposed boring locations and call in public utility locates. Boring locations will be selected based on coordination between Sheridan County, Morrison Maierle, and AET.



- Clear underground utilities at the Site through "One Call of Wyoming". *Prior to drilling, One Call of Wyoming will be contacted to locate public underground utilities. Wyoming One Call does not currently charge for this service; however, they will not locate private lines. The property owner is responsible for locating all private underground utilities and structures. Please provide us with any maps, plans and records showing the location of all private utilities and structures. We can provide you with names and contact information for private utility locators. These companies usually charge a fee for their services. Also, please note that private locators cannot guarantee that all private utilities will be located. For the private locator to be accurate and effective, the property owner must provide maps, plans and records showing the location of all private utilities and structures. The property owner must also provide a knowledgeable site representative to meet with the private locator and AET personnel. AET shall be entitled to rely upon the accuracy of all location information supplied by any source. We will not be responsible for any damages to underground utilities or structures not located or incorrectly identified by the property owner, any maps, plans or records, or public or private utility locator providers. We have assumed potholing will not be required at the Site. Please note that One Call of WY requires the boring locations to be staked prior to a locate ticket being submitted through their online service.*
- Mobilize a Dietrich D-50 truck mounted drill rig and chase truck to the Site. Borehole locations will be patched using materials that match the pre-existing surfacing at the time of our field services. *Although AET will do whatever is practical to avoid damage to the site surface, accessing the boring locations may leave ruts in the ground, or slightly damage concrete sidewalks. No fee for site restoration or snow removal has been included in our cost estimate.*
- Advance four (4) soil borings within the area of the three proposed retaining walls to depths of approximately 20 feet below grade, or until auger/sampler refusal is encountered in competent bedrock, whichever is encountered first. *The soil borings will be drilled as standard penetration test (SPT) borings to obtain geotechnical data. Please note that rock coring is not included in this scope of services.*
- Advance three (3) soil borings within the area of the proposed wing walls to depths of approximately 5 feet below grade, or until auger/sampler refusal is encountered in competent bedrock, whichever is encountered first. *The soil borings will be drilled as standard penetration test (SPT) borings to obtain geotechnical data.*
- The borings will be advanced using either 3.25-inch I.D. Hollow Stem Auger or 4-inch flight auger. Soil samples will be collected in accordance with the procedures outlined in ASTM D1586 and/or ASTM D3550. The drill crew will complete field logs noting the methods of drilling and sampling, the Standard Penetration Values (N values) or "blows per foot", as applicable, preliminary soil classification, and observed groundwater levels. Samples will be collected at 2 ½ foot intervals to the 15-foot depth and then at 5-foot intervals to the planned termination depth. Representative portions of recovered samples

will be sealed in brass tubes to prevent moisture loss and submitted to the Sheridan laboratory for review, testing and final classification. *The borings will be advanced to the depths referenced above, if possible, however, large alluvial material or bedrock may result in refusal. Rock coring is not included in this proposal.*

- Determine boring elevations in reference to a temporary benchmark and general location information using a hand-held GPS, we recommend that the finished boring locations be surveyed by a licensed surveyor to provide more accurate location and elevation data than AET is capable of providing;
- Perform laboratory testing in accordance with the appropriate ASTM procedures to classify the soils in order to estimate the characteristic engineering and index properties of the soils. Laboratory testing will likely include but are not limited to natural moisture content, dry density, Atterburg Limits, sieve analysis, swell consolidation, unconfined compression, and direct shear tests.
- Provide a report summarizing the results of the field work, and laboratory data with engineering conclusions and recommendations regarding soil/bedrock profiles and groundwater levels at each boring location at the time of drilling. Information provided in the report will included but is not limited to, lateral pressures, soil bearing capacities, soil parameters for retaining wall design (friction angle, cohesion, unit weight), excavation/backfilling recommendations and compaction recommendations.

This proposal is exclusively for the scope of work stated above. Should the project conditions change, AET should be notified as soon as possible to review this proposal to determine if the scope of work should be modified.

## **SCHEDULE**

We anticipate that drilling can be scheduled within two weeks of receiving written notice to proceed. We anticipate the drilling can be completed in (1) day. Laboratory testing will require approximately 10 working days. The report will be submitted within one (1) to two (2) weeks following the completion of the laboratory testing. Verbal recommendations can be given once the site work has been performed and the data reviewed.

## **FEEES**

Based on the Scope of Work defined in this proposal, AET proposes to complete the field work, laboratory testing, piezometer installation and geotechnical report for a cost of \$8,073.83. See attachment for breakdown of costs.

If additional borings are requested and can be completed during the same mobilization to site the can be completed at the below costs. The costs below include additional drilling, laboratory testing and reporting time as required for additional borings.

Brooks St. Greenspace Re-Construction  
AET Proposal No. P-0004856  
July 27, 2021  
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- 20-foot-deep soil boring (retaining walls) – \$1000 per boring
- 5-foot-deep soil boring (wing walls) - \$300 per boring

Please note that these fees for additional borings are only applicable if they are able to be drilled in the same mobilization to site as the main scope of this proposal. If they are requested at a different time a separate fee estimate will need to be completed based on the number of borings requested.

### **ENVIRONMENTAL CONCERNS**

This proposal is presented for engineering services to evaluate the structural properties of the soil at the specified site. This proposal does not cover an environmental assessment of the site or environmental testing of the soil or groundwater. If you wish to have us provide these additional services, please contact us.

### **TERMS AND CONDITIONS**

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed MMI Subcontract agreement.

### **ACCEPTANCE**

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

AET appreciates the opportunity to provide this service for you and looks forward to working with you on this project. If you have questions or need additional information, please contact us.

Sincerely,  
**American Engineering Testing, Inc.**



Brian Freed, PE, MS  
Geotechnical Engineer II  
Phone: (612) 244-0083



Todd Ordahl, PG  
Sheridan Branch Manager

Attachment: Cost Breakdown

Brooks St. Greenspace Re-Construction  
AET Proposal No. P-0004856  
July 27, 2021  
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**AET PROPOSAL No.: P-0004856**

**ACCEPTANCE AND AUTHORIZATION**

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

Typed/Printed Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number/ Email Address: \_\_\_\_\_

## Summary of Estimated Costs (AET)

### Direct Labor Costs

#### Preliminary Geotechnical Investigation

Field Exploration	\$	121.41
Laboratory Testing	\$	99.31
Evaluation and Report	\$	492.32
Documentation and Communications	\$	168.61

<b>Direct Labor Sub-Total</b>	<b>\$</b>	<b>881.64</b>
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### Adjusted Direct Labor Cost

Direct Labor Multiplier: 2.905

2.905	X	\$ 881.64	=	\$ 2,561.16
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### Adjusted Direct Labor Cost + Profit

Percent Profit: 15%

15%	X	\$ 2,561.16	=	\$ 384.17
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<b>Adjusted Direct Labor Cost + Profit Sub-Total</b>		<b>\$ 2,945.33</b>
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### Direct Non-labor Charges

#### Preliminary Geotechnical Investigation

Mileage Pickup	\$	14.00
Mileage Drill Rig	\$	437.50
Lodging	\$	150.00
Per Diem (meals)	\$	82.00
Drilling	\$	1,875.00
Moisture Content	\$	400.00
Atterberg Limit	\$	450.00
Sieve Analysis	\$	450.00
Swell Consolidation	\$	260.00
Unconfined Compression	\$	260.00
Direct Shear	\$	750.00

<b>Direct Non-Labor Charges Subtotal</b>	<b>\$</b>	<b>5,128.50</b>
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<b>Total Fee Requested (AET)</b>	<b>\$</b>	<b>8,073.83</b>
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## Estimated Cost Support (AET)

### Direct Labor Cost Support

#### Preliminary Geotechnical Investigation

##### Field Expoloration

Drill Crew Chief	2	@	\$ 22.00	\$ 44.00
Engineer - Staff	2.5	@	\$ 27.50	\$ 68.75
Engineer - Senior	0.25	@	\$ 34.65	\$ 8.66
<b>Subtotal</b>				<b>\$ 121.41</b>

##### Laboratory Testing

Engineer - Senior	2.0	@	\$ 34.65	\$ 69.30
Engineer - Senior	0.5	@	\$ 60.01	\$ 30.01
<b>Subtotal</b>				<b>\$ 99.31</b>

##### Evaluation and Report

Draftsperson	3.0	@	\$ 18.60	\$ 55.80
Engineer - Senior	10.0	@	\$ 34.65	\$ 346.50
Engineer - Senior	1.5	@	\$ 60.01	\$ 90.02
<b>Subtotal</b>				<b>\$ 492.32</b>

##### Documentation and Communications

Engineer - Senior	4.0	@	\$ 34.65	\$ 138.60
Engineer - Senior	0.5	@	\$ 60.01	\$ 30.01
<b>Subtotal</b>				<b>\$ 168.61</b>

### Direct Labor Subtotal

**\$ 881.64**

Estimated Cost Support (AET)

**Direct Non-Labor Charges Support**

Preliminary Geotechnical Investigation

Mileage Pickup	20 Miles	@	\$ 0.70	\$	14.00
Mileage Drill Rig	350 Miles	@	\$ 1.25	\$	437.50
Lodging	1 Day	@	\$ 150.00	\$	150.00
Per Diem (meals)	2 Day	@	\$ 41.00	\$	82.00
Drilling	75 Foot	@	\$ 25.00	\$	1,875.00
<b>Subtotal</b>				\$	<b>2,558.50</b>

Laboratory Testing

Moisture Content	16 Test	@	\$ 25.00	\$	400.00
Atterberg Limit	5 Test	@	\$ 90.00	\$	450.00
Sieve Analysis	5 Test	@	\$ 90.00	\$	450.00
Swell Consolidation	2 Test	@	\$ 130.00	\$	260.00
Unconfined Compression	2 Test	@	\$ 130.00	\$	260.00
Direct Shear	2 Test	@	\$ 375.00	\$	750.00
<b>Subtotal</b>				\$	<b>2,570.00</b>

**Direct Non-Labor Charges Subtotal** \$ **5,128.50**

ATTACHMENT CD21408  
CONSULTANT AGREEMENT  
FEDERAL GENERAL PROVISIONS

The below General Provisions shall also apply to all subconsultants engaged by the Consultant.

SECTION A. ASSUMPTION OF RISK

The Consultant shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Consultant's failure to comply with state or federal requirements. The County shall notify the Consultant of any state or federal determination of noncompliance.

SECTION B. AUDITING AND ACCESS TO RECORDS

The County and its representatives shall have access to any books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement.

SECTION C. BREACH OF AGREEMENT

The Consultant agrees to provide all professional services as required by the terms, conditions, provisions, and obligations of this Agreement. Failure by the Consultant to perform as required by the terms, conditions, provisions, or obligations of this Agreement shall constitute a breach of contract. The County shall consider a Consultant's failure to perform as a material breach of contract when it can be determined that the terms, conditions, provisions, or obligations of the Agreement will not be completed and the County will incur additional cost, lost opportunity, or additional time to obtain the same or equal Agreement deliverables. A material breach may result in remedies as the County deems appropriate, which may include, but are not limited to:

1. Termination as provided in SECTION T – TERMINATION OF AGREEMENT;
2. Withholding monthly progress payments;
3. Assessing damages/sanctions;
4. Disqualifying the Consultant from future solicitations; and/or
5. Legal remedy.

SECTION D. CERTIFICATION FOR LIMITATIONS ON LOBBYING ACTIVITIES

This provision is applicable to all Agreements exceeding One Hundred Thousand dollars (\$100,000). By signing this Agreement, the Consultant certifies and agrees that, to the best of their knowledge:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

#### SECTION E. COMPLIANCE WITH LAWS

The Consultant shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.

#### SECTION F. CONFLICTS OF INTEREST

1. The Consultant shall not engage in providing consultation or representation of clients, agencies, or firms which may constitute a conflict of interest which may result in a disadvantage to the County or a disclosure which may adversely affect the interests of the County. This provision does not prohibit or affect the Consultant's ability to engage in consultations, evaluations, or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.
2. A conflict of interest may be considered a material breach of this Agreement. A material breach under this section may result in remedies as provided in SECTION C – BREACH OF AGREEMENT. In the event the Agreement is terminated under this provision, the Consultant shall take steps to insure that the file, evidence, evaluation and data are provided to the County or its designee.



3. The Consultant shall notify the County of any potential or actual conflicts of interest, including financial or other personal interests, arising during the course of the Consultant's performance under this Agreement. This Agreement may be terminated in the event a conflict of interest arises. Termination of this Agreement will be subject to a mutual settlement of accounts. In the event this Agreement is terminated under this provision, the Consultant shall take steps to ensure that all files, evidence, evaluations, and data are provide to the County or its designee.

#### SECTION G. DETERMINATION OF ALLOWABLE COSTS

The Consultant shall assure, prior to submittal of periodic progress payments, that all costs are in accordance with federal cost principals as provided in 48 CFR 31. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

#### SECTION H. DISADVANTAGED BUSINESS ENTERPRISE ASSURANCE

The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR 26 in all subconsultant contract documents.

Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

#### SECTION I. ENVIRONMENTAL POLICY ACTS

The Consultant agrees all activities under this Agreement shall comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

#### SECTION J. ERRORS AND OMISSIONS

The Consultant shall be responsible for assuring that professional services provided under this Agreement are accurate and without mistakes or omissions. The Consultant shall endeavor to perform services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The County shall notify the Consultant at the earliest possible time of the professional services which require corrective action and the Consultant, by mutual agreement with the County and without additional compensation, shall correct those services. Failure by the Consultant to carry out these requirements may be considered, in the sole

discretion of the County, a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

#### SECTION K. HUMAN TRAFFICKING

As required by 22 USC 7104(g), 2 CFR 175, and 48 CFR 52.222-50 (Amended March 2015), severe forms of human trafficking, procurement of commercial sex acts, and the use of forced labor are prohibited. The March 2015 amendments expand the original requirements and introduce a list of specific types of conduct that are prohibited. The amendments modify mandatory disclosure obligations and specify the minimum level of cooperation required of consultants responding to a trafficking investigation. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

#### SECTION L. KICKBACKS

The Consultant 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 Consultant breaches or violates this warranty, the County may, at its discretion, terminate this Agreement without liability to the County, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

#### SECTION M. MANDATORY DISCLOSURES

The Consultant shall disclose, in a timely manner, in writing, to the County all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for non-compliance including suspension or debarment.

#### SECTION N. MONITORING ACTIVITIES

The County shall have the right to monitor all activities related to this Agreement that are performed by the Consultant or its subconsultants. This shall include, but not be 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 Agreement-related work.



#### SECTION O. OWNERSHIP AND RETURN OF DOCUMENTS AND INFORMATION

The County is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement. Upon termination of services, for any reason, the Consultant agrees to return all such original and derivative information and documents to the County in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.

#### SECTION P. PATENT OR COPYRIGHT PROTECTION, AND RIGHTS IN DATA

The Consultant recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Consultant or its subconsultants shall violate any such restriction. The Consultant shall defend and indemnify the County for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.

Copyrighting or other exclusions placed on any documents or materials developed by the Consultant, its sublets, agents or assigns under this Agreement are prohibited.

Data produced, furnished, acquired, or used in meeting the terms and conditions of this Agreement shall be available to the County, WYDOT and/or the federal funding agency with unlimited rights. Data means all recorded information, regardless of form, to include both technical – scientific or technical nature - and computer software information. It does not include information related to administration of the Agreement such as financial, cost or pricing, or management information. Unlimited rights means that the County, State or federal agency has the right to use, disclose, reproduce, and distribute the data in any manner and for any purpose, and to permit others to also have unlimited rights. Meanings and uses described in this SECTION P are superseded and/or supplemented by 48 CFR 52.227-14.

#### SECTION Q. PROFESSIONAL REGISTRATION

The Consultant shall endorse, if 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.

#### SECTION R. PUBLICITY

Any publicity given to the projects, program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Consultant and related to the services and work

to be performed under this Agreement, shall identify the County, WYDOT and the federal funding agency as the sponsoring agencies and shall not be released without prior written approval of the County.

#### SECTION S. SUSPENSION AND DEBARMENT

By signing this Agreement, the Consultant certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or non-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), 44 CFR Part 17, or 2 CFR Part 180, or are on the disbarred, or otherwise ineligible, vendors list at [www.sam.gov/portal/public/SAM/](http://www.sam.gov/portal/public/SAM/). Further, the Consultant agrees to notify the County by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

#### SECTION T. TERMINATION OF AGREEMENT

The County may terminate all or part of the Agreement, without cause, upon thirty (30) days written notice. The Agreement may be terminated by the County immediately for cause if the County determines that the Consultant has failed to perform as required by the terms, conditions, provisions, or obligations of the Agreement – Termination for Cause or Breach – or the County determines that termination is in the public's best interest – Termination on Public's Behalf/Convenience. In either event, compensation shall be made to the Consultant based upon the progress of the work performed prior to termination.

Work performed shall be defined as the deliverables specified in the Agreement and accepted by the County, and not the labor hours billed. The ownership of the work completed or partially completed at the time of such termination or abandonment shall be retained by the County.

The County shall notify the Consultant, in writing, of Agreement termination.

#### SECTION U. TITLE VI ASSURANCES FOR NON-DISCRIMINATION

The Consultant agrees to comply with the requirements of the nondiscrimination clauses as described in the U.S. Department of Transportation (DOT) Order 1050.2.



ATTACHMENT CD 71408  
CONSULTANT AGREEMENT  
**BREACH OF AGREEMENT**  
(Administrative Written Procedures)

Consultant agreements will incorporate Federal General Provisions regarding breach of agreement consistent with 23 CFR 172 and 2 CFR 200. These Regulations require written procedures to address contractual, legal, and administrative remedies including sanctions and penalties where consultants breach agreement terms, conditions, provisions, or obligations. For purposes of these written procedures, the Agreement terms, conditions, provisions, or obligations will be referred to as Agreement Services.

Numerous Federal General Provisions will be administered using these written procedures. For purposes of administering consultant agreements, breach of agreement may result when analyzing a consultant's professional services under any of the following Federal General Provisions:

ATTACHMENT 1, FEDERAL GENERAL PROVISIONS

SECTION C. BREACH OF AGREEMENT  
SECTION D. CERTIFICATION FOR LIMITATIONS ON LOBBYING ACTIVITIES  
SECTION F. CONFLICTS OF INTEREST  
SECTION G. DETERMINATION OF ALLOWABLE COSTS  
SECTION H. DISADVANTAGED BUSINESS ENTERPRISE ASSURANCE  
SECTION J. ERRORS AND OMISSIONS  
SECTION K. HUMAN TRAFFICKING  
SECTION S. SUSPENSION AND DEBARMENT

The consultant's responsibility to make prompt payment to subconsultants will be administered through these written procedures, as required by SECTION VI(C) – Consultant Payments and Retainage and the consultant agreement.

Contractual Remedy

Contractual remedy is provided when the above provisions are physically incorporated, or incorporated by reference, into an executed Agreement. Additionally, contractual remedy requires the physical incorporation of ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION T – TERMINATION OF AGREEMENT.

## Legal Remedy

Legal remedy is provided by the physical incorporation of ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION E – COMPLIANCE WITH LAWS and enforcement of the Agreement as governed by the laws of the State of Wyoming.

## Administrative Procedures, Sanctions, and Penalties

County concerns with consultant performance and/or adherence to Agreement Services will most often be resolved through the coordination and resolution efforts as outline in SECTION XIII – AGREEMENT ADMINISTRATION of this document. The authorized representative/ primary contact of the County should document all administrative issues and subsequent resolutions, from start to completion of the Agreement.

There may be an occurrence when a cooperative and acceptable resolution cannot be reached between the County and the Consultant. At those occurrences, the County will typically make the determination that the Consultant has failed to perform Agreement-required acceptable work, has failed to progress in the performance of Agreement Services, or has not and will not comply with General Provisions. When that determination concludes that the Agreement Services cannot be completed and the County will incur additional cost, lost opportunity, or additional time to obtain the same or equal Agreement deliverables, the threshold for a material breach of agreement has been reached and will invoke ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION C – BREACH OF AGREEMENT and the resultant remedies, including ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION T – TERMINATION OF AGREEMENT.

The County's determination that the Consultant has failed to perform Agreement-required acceptable work, has failed to progress in the performance of Agreement Services, or has not and will not comply with General Provisions will need to be supported by the County's documentation of monitoring activities as allowed by ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION N – MONITORING ACTIVITIES. Issues concerning the Consultant's billing of allowable costs should be evaluated in accordance with ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION B – AUDITING AND ACCESS TO RECORDS.

The threshold for a material breach of agreement requires that the Consultant has failed to perform Agreement Services and that the County has or will incur additional cost, lost opportunity, or additional time to obtain the same or equal Agreement deliverables. Both represent a high threshold to assure an acceptable outcome and, as a result, the County representative through monitoring activities must identify and document unresolved issues early in the Agreement, before either the Consultant or the County has incurred

substantial cost or time. All unresolved issues should be promptly addressed, either reaching resolution, arriving at reasonable penalties/sanctions, or concluding breach of agreement with the resultant remedies, including ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION T – TERMINATION OF AGREEMENT.

Penalties and/or sanctions typically available to the County would be structured as 1) compensatory damages, 2) specific performance, or 3) termination.

Damages, based on additional cost or time incurred by the County, could be quantified and pursued. Damages, based on lost opportunity incurred by the County, may be more difficult to quantify. Lost opportunity could include County delays in the delivery of supplemental work or successor agreements for work, or delay in the year of project construction and the related increased construction costs. Other lost opportunities may be identified and quantified.

Specific performance would require the Consultant to pursue Agreement Services, with adjustment to allowable costs. Specific performance would be used as a remedy, either prior to or for breach of agreement, if the work required by the Agreement required special expertise, is an emergency, or is only available from a single or restricted number of firms. In those cases, damages would not suffice to place the County in as good a position as it would have been had the breach not occurred.

Termination of the Agreement is presented in ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION T – TERMINATION OF AGREEMENT. The County may terminate the Agreement, and either pursue restitution or not pursue restitution. Restitution, as a remedy, means that the County is put back in the position it was in prior to the breach; without restitution, the Agreement is terminated with both the Consultant and the County no longer under any Agreement obligation.

