Approved as to form only:
AHR
Date: 12-18-15

BOARD OF PUBLIC UTILITIES
City of Cheyenne
2416 Snyder Avenue
Cheyenne, WY 82001

MEMORANDUM

TO:

Dowl
Ayres Associates
AVI
Black & Veatch
Sunrise Engineering
Coffey Engineering
HDR
Benchmark
Inberg-Miller
Cator, Ruma and Associates
ECA Engineers & Consulting
Burns & McDonnell
CH2M
Hatch Mott MacDonald
Wenck Associates (States West)
Trihydro
WWC
Martin & Martin
SEH
Stantec
Dahlgren Consulting

FROM: Brad Brooks, Engineering & Water Resources Manager

DATE: January 5, 2016

SUBJECT: FY 2016 Laramie River Pipeline Project

Enclosed is a copy of the Request for Proposals (RFP) for FY 2016 Laramie River Pipeline Project.

REQUEST FOR PROPOSALS

for

FY 2016 Laramie River Pipeline Project

for the

BOARD OF PUBLIC UTILITIES
CITY OF CHEYENNE, WYOMING

January 5, 2016

Issued by:

Engineering & Water Resources Division
Board of Public Utilities

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ADVERTISEMENT

BOARD OF PUBLIC UTILITIES
CHEYENNE, WYOMING

REQUEST FOR PROPOSALS

FY 2016 LARAMIE RIVER PIPELINE PROJECT

SEALED PROPOSALS, INCLUDING EIGHT (8) COPIES, WILL BE RECEIVED BY the Board of Public Utilities ("BOPU"), 2416 Snyder Avenue, Cheyenne, Wyoming 82001 until 2:00 P.M. on January 28, 2016, at which time they will be publicly opened. The proposals are for professional services required to provide:

1. Project design, preparation of plans and specifications, obtain permits and easements, and bidding services for the Laramie River Pipeline Crossing Project ("Project"); and

2. Construction management and project inspection services for the Project.

NOTE: The firm must include (8) EIGHT copies of the residency information report, (8) EIGHT copies of the proposal and (8) EIGHT copies of the separately sealed price proposal.

The BOPU has two high pressure pipelines that cross the Laramie River about 24 miles west of Laramie, WY, near Woods Landing, WY. There is significant erosion along the streambanks and deepening of the stream channel in the vicinity of where the pipelines cross the Laramie River. The purpose of the project is to provide protective solutions for the high pressure pipelines as they traverse across and beneath the Laramie River.

The BOPU reserves the right to waive any informality in any proposal and/or reject any and all proposals and to accept the proposal it concludes is in the best interest of the BOPU.

A pre-proposal meeting will be held at 10:00 A.M. on January 20, 2016 at the BOPU's main office located at 2416 Snyder Avenue, Cheyenne, Wyoming. A site visit will follow the meeting at 1:00 P.M. All interested Firms are encouraged to attend. Interviews may be conducted on February 5, 2016. Any inquiries regarding this proposal should be directed to Brad Brooks, Board of Public Utilities, 2416 Snyder Avenue, Cheyenne, Wyoming 82001, Telephone: (307) 637-6416.

DATED THIS 5th DAY OF JANUARY, 2016.

BOARD OF PUBLIC UTILITIES
By: Brad Brooks, Engineering Division Manager

Wyoming Tribune Eagle - Advertisement Dates: January 5, 2016, January 12, 2016.

REQUEST FOR PROPOSALS
FY 2016 Laramie River Pipeline Project

KEY INFORMATION AND SUMMARY SHEET

RFP Issue Date:	January 5, 2016
RFP Issuing Division:	Engineering & Water Resources Division, Board of Public Utilities
Issuing Contact:	Casey Whitman Source of Supply Supervisor 307-637-0855 cwhitman@cheyennebopu.org
Proposals Must Be Sent To:	Attn: Brad Brooks Engineering & Water Resources Division Board of Public Utilities 2416 Snyder Avenue Cheyenne, WY 82001 Proposals must be submitted by hand, U.S. Mail, or other mailing service. PROPOSALS DELIVERED VIA E-MAIL OR FAX WILL NOT BE CONSIDERED.
Proposal Requirements:	Proposals should be submitted in sealed packages, labeled "PROPOSAL," with the Title of the Project, the proposer's name, and the proposer's address clearly printed on the outside of the envelope. Each submission must include: eight (8) copies of the technical proposal, including the Wyoming residency information report; and eight (8) copies of the separately sealed price proposal.
Closing Date and Time:	January 28, 2016, @ 2:00 P.M Mountain Time LATE PROPOSALS WILL NOT BE CONSIDERED AND WILL NOT BE OPENED

Brief Description of Project: The proposals are for professional services required to provide:

(1) Project design, preparation of plans and specifications, obtain permits and easements, and bidding services for the Laramie River Pipeline Project ("Project"); and

(2) Construction management and project inspection services for the Project.

Pre-proposal Meeting: A voluntary pre-proposal meeting will be held at 10:00 AM Mountain Time, on January 20, 2016 at the Board of Public Utilities' main office, located at 2416 Snyder Avenue, Cheyenne, Wyoming. A site visit will follow at 1:00 PM. Proposers are strongly encouraged to attend the pre-proposal meeting and site visit.

Interviews: Interviews, if conducted, will be conducted on February 5, 2016.

Advertisement Dates: January 5, 2016, and January 12, 2016

REQUEST FOR PROPOSALS
FY 2016 Laramie River Pipeline Project

The City of Cheyenne Board of Public Utilities (BOPU) is seeking proposals from qualified firms for the design and construction of protection measures for the BOPU water supply pipelines that cross under the Laramie River.

I. GENERAL PROPOSAL INFORMATION

1.0 Submission of Proposals

1.1 Proposal documents should be submitted in sealed packages.

1.2 The label "PROPOSAL," the title of the project, the proposer's name, and the proposer's address should be clearly printed on the outside of the submission package.

1.3 Each submission package must include: eight (8) copies of the technical proposal, including the Wyoming residency information report; and, eight (8) copies of the separately sealed price proposal.

1.3.1 Price proposals must include a detailed itemization of costs. Price proposals must be in separately sealed packages, which will not be opened until after consultant interviews have been scheduled.

1.3.1.1 For those projects involving federal funding that restrict the use of price proposals as a selection criteria, the BOPU will not open price proposals until after the selection of a contractor.

1.4 Proposals must bear the signature of the proposer or an authorized representative. Proposals submitted without signatures will not be considered.

1.5 Proposals must be delivered to the following address:

Attn: Brad Brooks
Engineering & Water Resources Division
Board of Public Utilities
2416 Snyder Avenue
Cheyenne, WY 82001

Proposals must be submitted by hand, U.S. Mail, or other mailing service. Proposals delivered via e-mail or fax will not be considered.

2.0 Closing Date and Time

2.1 Proposals must be received by the Board of Public Utilities at the address above no later than January 28, 2016 @ 2:00 PM Mountain Time.

2.2 Proposals received by the BOPU after the closing date and time will not be considered and will be returned to the proposer unopened.

2.3 Delays in submitting proposals are solely the responsibility of the proposer, including delays caused by weather, mechanical failures, or the selected mailing service.

3.0 Proprietary Information

3.1 The BOPU is subject to the Wyoming Public Records Act (the "Act"). Once a contract is awarded, all submitted proposals are subject to public disclosure under the Act. Proposers should consider the implications of the Act when submitting their proposals.

3.2 If a proposal contains any trade secrets, privileged information, confidential commercial information, or confidential financial information that a proposer does not want disclosed pursuant to a public records request, proposer shall designate such information as Proprietary by marking each page containing such information with the words "Proprietary Information." If the BOPU receives a public records request for such Proprietary Information, the BOPU will notify the proposer so that the proposer may take actions necessary to protect such information.

4.0 Clarification and Issuance of Addenda

4.1 The BOPU will conduct a voluntary pre-proposal meeting to be held at 10:00 AM Mountain Time on January 20, 2016 at the BOPU's main office, located at 2416 Snyder Avenue, Cheyenne, Wyoming, to discuss the project contemplated by this RFP. A site visit will follow at 1:00PM. Proposers are strongly encouraged to attend the pre-proposal meeting and site visit.

4.2 Requests for explanation, clarification, or interpretation of the RFP must be made in writing, at least seven (7) days prior to the closing date for submission of proposals. Telephone inquiries will not be accepted.

4.3 The designated contact person for requests for explanation, clarification, or interpretation of the RFP is Casey Whitman. He can be contacted at:

cwhitman@cheyennebopu.org. The Title of the Project must be clearly identified in each e-mail request.

4.4 The BOPU, in its sole discretion, will determine whether an explanation, clarification, or interpretation is required. For all requests to which the BOPU responds, a copy of the request and the written response will be provided to all firms receiving this RFP.

4.5 Explanations, clarifications, or interpretations of the RFP that are not made in writing are in no manner binding upon the BOPU.

4.6 Any addenda or amendments to this RFP will be sent to all firms receiving this RFP. All proposals submitted in response to this RFP must acknowledge receipt of any and all addenda or amendments.

5.0 Withdrawal of Proposals

5.1 A representative of a proposer may withdraw its proposal at any time prior to the RFP submission deadline, upon presentation of acceptable identification as a representative of the company.

5.2 No proposer may withdraw a proposal for a period of ninety (90) days after the closing date for submission of proposals.

6.0 Consideration of Proposals

6.1 All proposals will be reviewed and evaluated by a committee comprised of employees of the BOPU and other individuals if deemed needed by the BOPU. Proposers may be asked to interview with the committee or give presentations to the committee.

6.2 It is understood that the BOPU reserves the right to accept or reject any and all proposals, to request additional information, and to re-solicit for proposals, as it shall deem to be in the best interests of the BOPU. Receipt and consideration of any proposals shall under no circumstances obligate the BOPU to accept any proposals.

6.3 At its option, the BOPU may elect to interview one or more firms to allow opportunity for BOPU staff and advisors to question prospective firms. Interviews, if conducted, will be scheduled on February 5, 2016 at the BOPU's main office, 2416 Snyder Avenue, Cheyenne Wyoming.

6.4 It is the intent of the BOPU to select a consulting firm within 45 to 60 days after the closing date. However, the BOPU reserves the right to reject any and all

proposals.

6.5 The BOPU reserves the right to reject any proposal it judges to be incomplete or non-responsive.

7.0 Award of Contract

7.1 Approval by the Board of Public Utilities and the availability of funding will determine whether the BOPU awards a contract for the services requested.

7.2 The BOPU reserves the right to award a single contract or multiple contracts by section listed in the Scope of Work.

7.3 After the successful proposer is selected, the BOPU will negotiate a final contract, scope of services, and contract price based on (but not limited to) the contents of this RFP and the contents of the proposal submitted.

7.4 The proposer awarded the contract will be required to enter into a professional services agreement with the BOPU that contains substantially the same terms and conditions as shown in Attachment A.

7.5 The contract documents will include the RFP, the technical proposal, and the price proposal submitted in response to the RFP.

8.0 Tax Exemption

8.1 The City of Cheyenne Board of Public Utilities is a tax exempt entity.

9.0 Costs Incurred in Responding

9.1 All costs directly or indirectly related to preparation of a response to this RFP or any oral presentation required to supplement or clarify a proposal which may be required by the BOPU shall be the sole responsibility of and shall be borne by the participating proposers.

10. Proposal Evaluation and Selection Criteria

The BOPU will consider the following criteria when evaluating each proposal. Other factors may also be considered.

10.1 Responsiveness and ability of the firm to provide the services and reports required.

10.2 Experience of the firm and the individuals assigned to do the type of work being requested by the BOPU.

10.3 Qualifications of the firm and the individuals assigned to the project.

10.4 Content of the proposal and explanation of the proposed work methodology.

10.5 Time frame (diligence of the project work schedule).

10.6 Price.

10.7 Cost savings, innovations, and scope alternatives.

10.8 Overall quality of the proposal.

10.9 Familiarity with the project, project site, and project location.

10.10 Wyoming residency status. The BOPU will determine whether the proposer is a Wyoming Resident Design Firm after consideration of the following factors:

10.10.1 Whether the services are supervised and performed under the authority of a professional engineer, architect, geologist, or professional land surveyor licensed in the State of Wyoming.

10.10.2 Whether the design plans and specifications and planning reports must be stamped by a professional engineer, architect, or geologist licensed in the State of Wyoming.

10.10.3 The extent to which the work will be performed by individuals whose primary place of work is located within the State of Wyoming.

10.11 Ability of the firm to follow the instructions in the RFP.

11.0 Final Selection

11.1 Final selection of a consultant and issuance of a work contract for any phase of work will be contingent upon project funding being available and final authorization by the board members of the BOPU.

II. SCHEDULE OF EVENTS

The following represents the proposed timeline for this project. The BOPU reserves the right to modify these dates. The BOPU also reserves the right to forego interviews and presentations, and select a proposer based on the written proposals submitted.

Task	Date/Time
Distribute RFP's	January 5, 2016
Deadline for Submission of Proposals	January 28, 2016
Evaluation Period	3 days
Interviews and Presentations	February 5, 2016
Prepare Notice of Intent to Award for Board	February 9, 2016
Anticipated Board Action	February 15, 2016
Anticipated Contract Start Date (contingent upon Board approval)	February 28, 2016

III. QUALIFICATIONS AND SPECIFIC PROPOSAL REQUIREMENTS

All proposals must contain the following sections and address the following requests for information:

1.0 Cover Letter

2.0 Title Page

3.0 Table of Contents

4.0 Introduction

5.0 Scope of Services

6.0 Proposed Scope Alterations

6.1 The proposer must submit a proposal based upon the required scope of services.

6.2 If, in the opinion of a proposer, the Project Work Items may be improved by additions, deletions, or changes, a proposer should state such in this section.

6.3 Proposers should then provide work alterations as specific task changes for the activities presented in the Project Work Items.

7.0 Qualifications

7.1 Qualifications and experience of the firm in performing the type of work called for in this RFP. The following qualifications and experience are of specific importance to the BOPU:

7.1.1 Design and construction management of streambank and streambed stabilization as related to protection of water pipelines.

7.1.2 Previous experience with USACE permitting.

7.1.3 Easement descriptions and acquisition support.

7.2 Qualifications and experience of the specific individuals who will be assigned to this project. The following areas are of specific importance to the BOPU:

7.2.1 Design and construction management of streambank and streambed stabilization as related to protection of water pipelines.

7.2.2 Previous experience with USACE permitting.

7.2.3 Easement descriptions and acquisition support.

7.3 Previous experience with projects of a similar nature as the project at issue in this RFP.

7.3.1 References: Include names, addresses and phone numbers of references who can verify such experience.

7.4 Previous experience in Wyoming and the Rocky Mountain area with projects of a similar nature as the project at issue in this RFP.

7.4.1 References: Include names, addresses and phone numbers of references who can verify such experience.

7.5 Qualifications and experience which demonstrate project management ability.

7.6 Provide information and documentation showing the financial stability and fiscal responsibility of the firm.

7.7 List of current clients whose interests may compete with or conflict with the project described herein and an explanation of the potential conflict.

7.7.1 Please disclose all facts and circumstances relating to the proposer's past, present and future work that create, or may appear to create, a conflict of interest between the proposer's performance of services for the BOPU and the proposer's current professional obligations or relationships with any other person or legal entity.

7.7.2 Also disclose whether the proposer, or any sub-contractor or sub-consultant, is currently performing professional services for, or has an on-going professional relationship with, any other person or legal entity whose interests may be adverse to the BOPU with respect to the scope of work to be performed by the proposer if selected pursuant to this RFP process.

7.8 Project Organizational Chart

7.8.1 List of staff who will be assigned to the project.

7.8.1.1 For each staff member listed, include information about his or her licenses or certifications. See also section 11 below.

7.8.1.2 Provide certification that all design work will be performed or supervised by a professional engineer or land surveyor licensed in Wyoming.

7.8.1.3 At the BOPU's sole discretion, and based upon their experience and qualifications, inspectors may work under the direct supervision of an accountable professional engineer licensed in the State of Wyoming.

7.8.2 List in a staff and line organizational chart the relationships of the staff member who will be assigned to the proposed project.

7.8.3 Indicate in the organizational chart the contact person for the BOPU.

8.0 Project Work Schedule

8.1 Assume a Notice of Award will be issued on February 16, 2016. Provide a bar graph schedule depicting the duration on each work item and the proposed phasing of the work.

Task	Desired Completion Date
1. Research and Investigation	April 8, 2016
2. Land Appraisal, Surveying, Easement Preparation	June 10, 2016
3. Preliminary (Draft) Design (90% Complete)	June 10, 2016
4. Final Design and Design Report	July 8, 2016
5. Bidding Services	September 9, 2016
6. Award Construction Bid	September 19, 2016
7. Construction Management and Inspection	November 11, 2016

9.0 Wyoming Residency Information Report

9.1 Proposers must submit the BOPU Wyoming Residency Information Report included in Section VII of this RFP. No other form may be substituted for this Report.

9.2 The Wyoming Residence Information Report must be fully completed and included as part of the technical proposal.

9.3 Proposals received without the information required in Section 9.1 will be returned to the Proposer without consideration.

10.0 Price Proposals

10.1 Proposers must submit the BOPU Price Proposal Form included in Section VIII of this RFP and the BOPU Cost Proposal Form included in Section IX of this RFP. No other forms may be substituted for these Reports.

10.2 Two price proposals may be submitted.

10.2.1 One price proposal, prepared on the requested scope of services, must give costs to perform the Project Work Items as specified.

10.2.2 A second price proposal may also be submitted, in a similar format, specifying costs for the Project Work Items with Alterations as proposed by the Consultant in Item 6.0 (Proposed Scope Alternations) above.

10.3 Included in each proposal should be the assigned employee's name, employee's title classification, proposed hours worked per task, hourly billing rate (for each discipline), reimbursable expenses and price schedules for each firm/sub-consultant involved.

10.4 The BOPU reserves the right to choose any stated price in any price proposal or alternative price proposal, even if such price proposals contains arithmetical errors.

10.5. Proposals received without the information required in Section 10.1 will be returned to the Proposer without consideration.

11.0 Licensing

11.1 All work must be performed under the authority of a professional engineer, architect, geologist, or land surveyor licensed in the State of Wyoming.

11.2 Design plans, specifications, and planning reports must be stamped by a professional engineer, architect, geologist, or land surveyor licensed in the State of Wyoming.

11.3 In addition to the licensing information requested in section 7.8.1.1 above, provide the following license information:

11.3.1 A copy of the Engineering and/or Land Surveying Firm WY license

number certificate.

11.3.2 Person-in-Charge of Engineering and/or Land Surveying Services WY license number.

11.3.3 Sections 11.3.1 and 11.3.2 shall apply to subcontractors, if a subcontractor will be performing engineering or land surveying services.

IV. GENERAL TERMS AND CONDITIONS

1.0 Errors or Omissions

1.1 Proposers may not take advantage of any errors or omissions in this RFP. Where errors or omissions appear in this RFP, proposers shall promptly notify the BOPU in writing of such errors or omissions no later than ten (10) days before the time the RFP response is to be submitted.

2.0 Insurance

2.1 The successful proposer shall be fully insured as to save the BOPU harmless from any claims involving the employees or equipment used by the successful proposer and sub-consultants while executing this service.

2.2 The consultant shall also possess and provide proof of insurance in accordance with the Professional Services Agreement attached as Attachment A.

3.0 Laws and Legal Requirements

3.1 The successful proposer shall make himself or herself familiar with and comply with all laws and regulations applicable to the work.

4.0 Liability

4.1 The successful proposer will be solely liable for his or her actions and will be required to indemnify, hold harmless and defend the City of Cheyenne and the BOPU from and against any and all liabilities, claims, penalties, forfeitures and suits, and the cost and expenses incident thereto, including reasonable attorney's fees, which may arise out of the project.

5.0 Small and Minority Business

5.1 The BOPU hereby notifies all prospective proposers that it will affirmatively ensure that small or minority business enterprises will be afforded full opportunity to submit proposals in response to this RFP and will not be discriminated against on the grounds of age, race, religion, color, sex, national origin, or ancestry in consideration for an award.

6.0 Non-Discrimination

6.1 The proposer hereby agrees that should he or she be awarded a contract, the proposer shall not discriminate against any person who performs work thereunder because of age, race, religion, color, sex, national origin or ancestry.

7.0 Assignment

7.1 The successful proposer may not assign his or her rights or duties under an award without the prior written consent of the BOPU. Such consent shall not relieve the proposer of liability in the event of default by its assignee.

8.0 Material and Equipment

8.1 The successful proposer shall furnish all materials, equipment, testing and labor necessary to complete the required work.

9.0 Payments

9.1 Payments will be made on BOPU vouchers for work completed under the terms of the agreement between the parties.

9.2 The successful proposer shall bill the BOPU on a time and materials basis and shall submit invoices on a monthly basis and upon acceptance and approval of the work. The BOPU shall make payment (less 10% retainage) therefor within 45 days of receipt of said invoice for services completed. The monthly payments shall be based upon actual time worked and direct expenses.

9.3 The 10% retainage shall be released upon final completion of the scope of services and final acceptance thereof by the BOPU.

9.3.1 At the completion of the Design and Bidding Services, as defined in Section VIII of this RFP, the BOPU will consider requests for release of the retainage directly related to the performance of those services.

V. PROJECT DESCRIPTION

1.0 General Overview

1.1 The City of Cheyenne, Board of Public Utilities has noticed significant erosion in the vicinity of where two high pressure pipelines cross the Laramie River about 24 miles West of Laramie, WY, near Woods Landing-Jelm, WY.

2.0 Specific Description

2.1 This Project should consist of evaluating the extent of streambed and streambank degradation.

2.2 Provide and design mitigation solutions to the degradation.

2.3 Acquire necessary access easements and permitting for construction.

2.4 Provide construction management and project inspection for the construction of the designed mitigation measures.

3.0 Project Purpose

3.1 The project purpose includes the protection of the high pressure pipelines from possible damage as they traverse across and beneath the Laramie River.

4.0 Project Results

4.1 Stabilization of streambeds and streambanks through proven engineering methods to protect the water supply pipelines.

5.0 Reports, Studies, and Information

5.1 The following reports, studies and information are available for review and study:

5.1.1 BOPU water and sewer maps.

5.2 "Laramie River Bank Stabilization Project." Wyoming Water Consultants, 1996.

VI. SCOPE OF SERVICES

At a minimum the following services shall be provided:

1.0 Research and Investigation

1.1 Review existing maps, drawings, plans, and reports on file at the BOPU offices relating to the proposed work. Such reports include, but are not limited to:

1.1.1 "Laramie River Bank Stabilization Project," Wyoming Water Consultants, 1996.
1.1.2 "Bovee Bridge Inspection Report," Martin/Martin, 2013.
1.1.3 As-builts for both Stage I and Stage II Pipelines.

1.2 Meet with BOPU staff and discuss the project scope, foreseeable issues and desired results.

1.3 Conduct field investigations as necessary.

1.4 Identify temporary construction and permanent easements, access easements and agreements, land ownership and permits that will be required for project.

1.5 Meet with BOPU staff as necessary to discuss issues, concerns and project needs. The consultant shall issue meeting minutes following each meeting with the BOPU.

2.0 Preliminary Design (up to at least 90% of the final design)

2.1 Conduct field investigations as necessary to proceed with project design.

2.2 Make application for all necessary permits, and prepare needed legal descriptions for easement/access documents.

2.3 Meet with affected property owners and agencies such as, but not limited to, Railroads, Utility Companies, City, County, and State agencies. Describe the project and define the easement needs.

2.4 Develop solutions to any issues and needs raised by property owners and other agencies.

2.5 Conduct field surveying (using State Plane Coordinates NAD83 and NAVD88) as needed to prepare the construction plans and the necessary easements/access documents. Construction plans shall display 1' contours of the pipeline corridor.

Surveying and mapping shall include, at a minimum, all surface features (sidewalks, mail boxes, cable boxes, sewers, manholes and inverts, culverts including size and invert elevations, all structures, overhead utility lines and towers/poles, underground utilities, etc.).

2.6 Perform land appraisals, as necessary, for pricing of easements.

2.7 Prepare legal descriptions and easement documents, as necessary, for obtaining the required easements. The BOPU will provide a standard easement document for use for this purpose.

2.8 Inform property owners of the details of the easement document by personal meeting (if reasonably available for such meeting) and address their concerns and issues. Coordinate and facilitate easement negotiations with the land owner and the BOPU. BOPU will conduct easement negotiations and obtain easements from the owners.

2.9 Conduct geotechnical research and investigations as needed to prepare the construction plans. All borings shall be to a minimum depth of 15 feet to obtain the information needed to facilitate final design of the project. Geotechnical research shall include a minimum of two (2) bore holes, one each on the east and west bank of the river (see Figure 1). Additional geotechnical tasks shall include:

2.9.1 Drillers should collect split-spoon or modified California barrel soil samples at approximately 5-ft depth intervals in each borehole.

2.9.2 Geotechnical work should include measurement of groundwater depth at completion of each test hole and 72 hours later.

2.9.3 Prepare boring logs (depth of bore, soil type(s), SPT-N blows per foot, in-place moisture of soils, and water table elevation).

2.9.4 Perform a field resistivity survey using the Wenner 4-pin array at each bore hole location.

2.9.5 Collect bulk soil samples at each boring for corrosion testing.

2.9.6 Perform laboratory analysis on a representative number of soil samples collected to include, but not limited to, grain size analysis, swell/consolidation, unconfined compression, Atterberg limits, and corrosion suite (pH, chlorides, sulfides, resistivity). Resistivity test should be performed at as-received and saturated moisture contents.

2.10 Develop solutions to any issues and needs raised by other agencies or entities.

2.11 Reserved.

2.12 Complete a draft design of the Project at the 10%, 50% and 90% design levels, including specifications and contract documents for review by BOPU.

2.13 Prepare cost estimates for the project at the 50%, 90% and 100% design levels.

2.14 Meet with BOPU staff to review the draft design documents and obtain comments. Eight (8) copies shall be provided to the BOPU for review. Additional copies shall also be provided to the DEQ.

2.15 Progress and review meetings shall be held with BOPU staff no less often than monthly to review project status and discuss issues and needs, in addition, project meetings to review project status must be held with BOPU staff at the 10%, 50% and 90% design levels.

2.16 Consultant shall coordinate and consult with Wyoming DEQ, Army Corps of Engineers, and other affected agencies as necessary to determine permitting requirements. Meet with affected agencies as necessary to obtain approval of the project plans and specifications.

3.0 Final Design and Preparation of a Final Design Report

3.1 After obtaining approval of the Draft Plans, Specifications and Contract Documents, prepare a complete set of Final Plans, Specifications, and Contract Documents for the purpose of bidding and constructing the project. Provide eight (8) copies to the BOPU for its use, also provide additional copies to the DEQ as necessary.

3.2 Prepare a detailed cost estimate for the Final Plans, Specifications, and Contract Documents for the project.

3.3 Submit a permit application, three (3) copies of the design report, and three (3) copies of the plans and specifications to DEQ, and obtain the required DEQ permit(s) to construct the project.

3.4 Make application for any and all permits required for the project.

4.0 Bidding Services

4.1 Coordinate bid letting date, time, and place with BOPU and prepare final

Invitation to Bid.

4.2 Identify potential contractors and suppliers, and distribute copies of Invitation to Bid as appropriate. Maintain a record of prospective bidders and suppliers to whom contract documents have been issued.

4.3 Distribute construction contract documents to prospective bidders and bid houses.

4.4 Distribute plan holders' list to recipients of contract documents prior to bid opening.

4.5 Provide additional sets of the plans, specifications and contract documents to the successful bidder.

4.6 Conduct, at a date and time selected and a place provided by BOPU, a pre-bid conference to:

4.6.1 Instruct prospective bidders and suppliers as to the types of information required by the contract documents and the format in which bids should be presented.

4.6.2 Review special project requirements and contract documents in general.

4.6.3 Receive requests for interpretations and answer questions.

4.6.4 Prepare minutes of the conference and issue required addendum.

4.7 Interpret construction contract documents. Prepare and issue addenda to the construction contract documents when necessary.

4.8 Assist the BOPU during bid opening.

4.9 Review the bids for accuracy and determine the acceptability of the apparent successful bidder. Make a recommendation to the BOPU as to whom the bid should be awarded.

4.10 Prepare and distribute formal bid tabulation sheets, evaluate bids, and make written recommendations to the BOPU concerning contract award.

4.11 Issue the Contractor Notice of Award, along with all additional pertinent materials, after receiving concurrence to do so from the BOPU.

4.12 Prepare and distribute conforming copies of the contract documents for

contractor's signature.

4.13 Review the Contractor's performance bonds, payment bonds and insurance certificates for completeness, accuracy and acceptability. Transmit the bonds and certificates of insurance to the BOPU for acceptance. Engineer's review of the insurance certificates is only for the purpose of determining if the Contractor maintains the types and amounts of insurance required by the contract documents.

5.0 Construction Management Services

All work to be performed under construction management services shall be performed by or supervised by a professional engineer licensed in the State of Wyoming.

5.1 Conduct a pre-construction conference. Engineer shall prepare an agenda for the conference, and prepare and distribute minutes. The pre-construction conference will include, but not be limited to, a discussion of the project startup, project schedule, staffing, submittals, processing payment applications, critical work sequencing, change orders, record documents, permit compliance and project safety.

5.2 Review and comment on the Contractor's initial and updated construction schedule and advise the BOPU as to acceptability.

5.3 Conduct onsite observations of the work to determine if the work is proceeding in accordance with the construction contract documents.

5.4 Review drawings, submittals and other data submitted by the Contractor as required by the construction contract documents. Engineer's review shall be to assure conformity to the construction contract documents.

5.5 Serve as liaison with Contractor, working principally through Contractor's superintendent, and assist in providing interpretation of the construction contract documents. Transmit clarifications and interpretations of the construction contract documents to Contractor and BOPU.

5.6 Receive and review guarantees, tests and approvals which are to be assembled by the Contractor in accordance with the construction contract documents.

5.7 Interpret construction contract documents when requested to do so by the BOPU or the Contractor.

5.8 Give written notifications of observations regarding defects or deficiencies in the Contractor's work relating to compliance with drawings, specifications, and contract documents.

5.9 Advise Contractor or its superintendent immediately of the commencement of any work requiring a shop drawing or sample submission if the submission has not been approved.

5.10 Investigate pertinent site conditions when Contractor maintains that differing subsurface and physical conditions have been encountered, and document actual site conditions. Review and analysis of Contractor claims for differing subsurface and physical conditions.

5.11 Establish and furnish Contractor with necessary baselines and control points which will be used as survey datum for the work.

5.12 Conduct on-site compaction density testing services during construction. Review test results for compliance with the plans and specifications. Copies of testing results will be forwarded to the BOPU. Compaction density testing of trench compaction shall be conducted at a minimum of three separate depths (2 feet, 4 feet and 6 feet below final grade).

5.13 Provide documentation and administer the processing of change orders, including applications for extension of construction time. Evaluate the cost and scheduling aspects of all change orders and, where necessary, negotiate with the Contractor to obtain a fair price for the work. Said negotiation shall be subject to the prior approval of the BOPU.

5.14 Review and process the Contractor's monthly payment requests, and forward to the BOPU when appropriate. Engineer's review shall be for the purpose of making a full independent mathematical check of the Contractor's payment request. Engineer is responsible for verifying the quantities of work and materials which are the basis of the payment requests.

5.15 Provide qualified staff to assist the BOPU staff with startup and operation of the completed project.

6.0 Field Inspection Services

All work to be performed under field inspection services shall be performed by or supervised by a professional engineer licensed in the State of Wyoming.

6.1 Staff the construction site part time (20 hours per week) with the necessary number of qualified engineers/inspectors to observe progress of the work and to adequately manage the project.

6.2 Monitor changes in the apparent integrity of the site (such as differing subsurface and physical conditions, existing structures, and site related utilities when such utilities are exposed) resulting from construction-related activities.

6.3 Inspect materials, equipment, and supplies delivered to the worksite. Reject materials, equipment, and supplies which do not conform to the construction contract documents.

6.4 Observe field tests of soils, equipment, structures, pipe and appurtenances and review the resulting testing reports to assure conformity with the contract specifications, informing the BOPU of results as appropriate.

6.5 Schedule and conduct weekly progress meetings, and other meetings with the BOPU and the Contractor when necessary, to review and discuss construction procedures and progress, scheduling, engineering management procedures, and other matters concerning the project. Prepare and distribute accurate meeting minutes.

6.6 Report to the BOPU work which is known to be defective, or which fails any required inspections, tests, or approvals, or has been damaged prior to final payment; and advise whether the work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

6.7 Upon substantial completion, inspect the construction work and prepare a punch-list of the items to be completed or corrected before final acceptance of the project. Submit results of the inspection to the BOPU and the Contractor.

6.8 Upon completion or correction of all items of work on the punch list, conduct a final inspection to determine if the work is completed. Provide written recommendations to the BOPU concerning final payment, including a list of items, if any, to be completed prior to making such payment.

6.9 Maintain a photograph and/or a video file and a file of submittals for the project and provide same to the BOPU upon project completion. The photo records shall include date, time and location of the photo.

7.0 Office Support, Project Start Up, and As Constructed Drawings

7.1 Office Support for the in-field inspection staff.

7.1.1 Secretarial Services

7.1.2 Copying

7.2 As-Constructed Drawings.

7.2.1 Maintain a marked set of drawings and specifications at the job site based on personal observations and data provided by the Contractor. Upon completion of the project, revise the construction drawings and produce an As-Constructed set of Record Drawings. Submit 3 draft copies of the drawings to the BOPU for review. Provide a final as-constructed drawing set of 3 mil wash-off Mylar reproducible for the BOPU, and one final electronic copy created in a BOPU supported version of AUTODESK/CIVIL 3D.

VII. WYOMING RESIDENCY INFORMATION REPORT

(Must be completed and included as part of the technical proposal)

Name of Firm (1)	Wyo. Residency Yes/No	Location of Office	No. or Years at this Location	Total No. of Personnel at this Location	No. Personnel Assigned to this Project	Total Assigned Hours of Personnel (1)	Percent of Total Hours For All Work
TOTALS							100%

(1) **List all firms, sub-consultants, etc., performing work on this Project.**

VIII. PRICE PROPOSAL FORMAT

Task		Hours	Rate	Expenses	Price
	DESIGN AND BIDDING SERVICES				
1.	Research & Investigation				
2. a	Appraisal, Survey, and Easements				
2.	Preliminary Design (90% of Final Design)				
3.	Final Design				
4.	Bidding Services				
				Design and Bidding Services Total Price	$
	CONSTRUCTION MANAGEMENT SERVICES				
5.	Construction Management Services				
6.	Field Inspection Services	160*			
7.	Office Support, Start Up, and As-Built Dwgs				
				Construction Management Services Total Price	$
				MAXIMUM TOTAL PRICE	**$**

*Based on 5 days/week, 4 hrs/day, 8 weeks

Note 1: The price proposal shall be supported with detailed information showing employee name, job title, discipline, hours to be worked, hourly rates, expenses, and subcontractor's costs itemized for each Task. A sample cost breakdown is included on the following page. The breakdown does not necessarily have to be in this format, but it must contain the requested information.

Note 2: Eight (8) copies of the price proposals are to be provided in a separate sealed envelope and will not be opened by the BOPU until the interviews have been scheduled. See also section I.1.3 for further information on price proposals.

Note 3: Consultants who are not interviewed will have their price proposals returned unopened.

Note 4: Subcontractor(s) pricing must also be itemized showing: employee(s) assigned, hours to be worked, rates and etc.

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Note 5: Funds identified and provided to cover the costs for Construction Management Services (Tasks 5 through 9 above) may NOT be used to pay for Design and Bidding Services (Tasks 1 through 4 above).

_____

Name

_____

Signature

_____

Firm

_____

Date

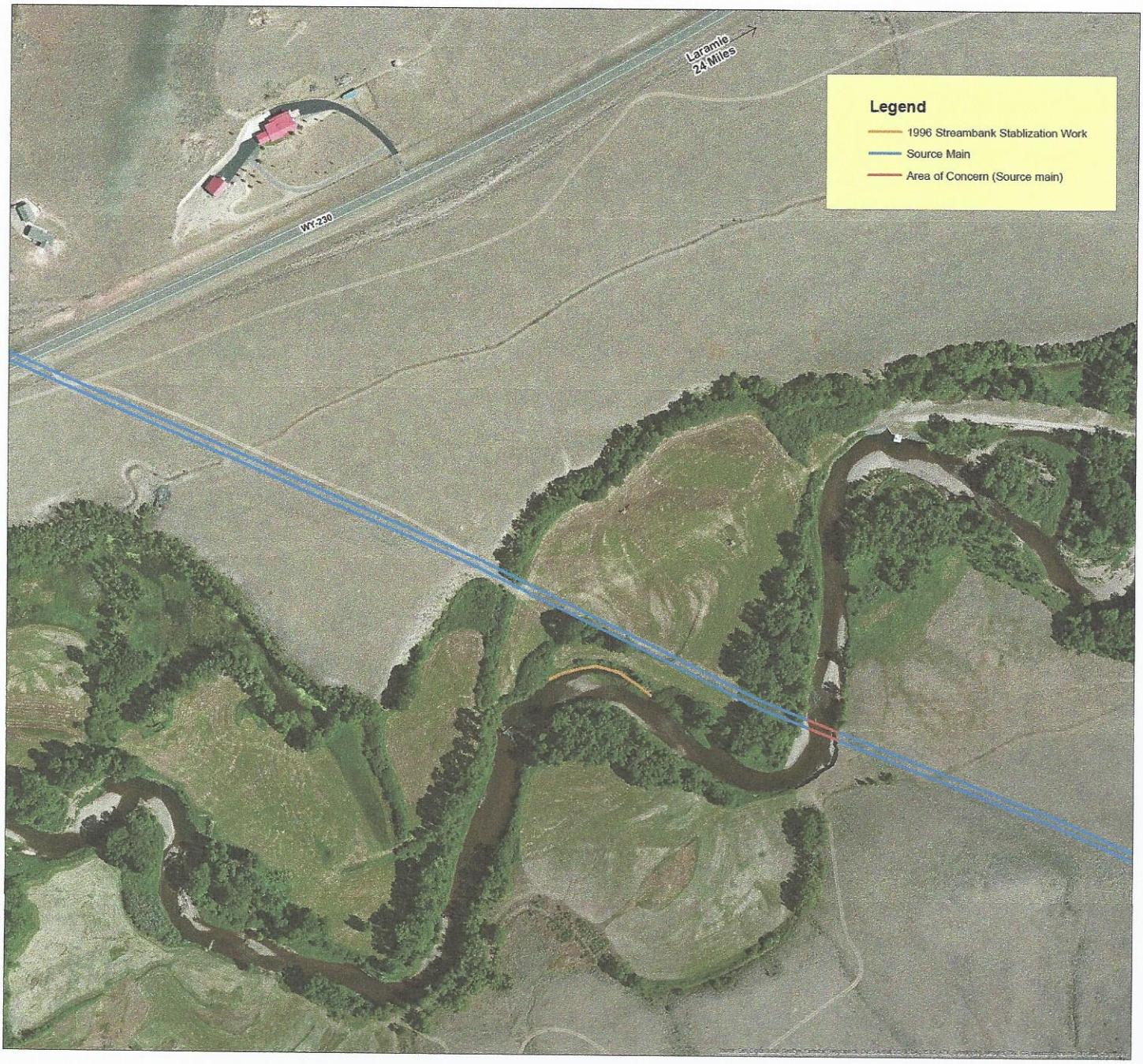
IX. COST PROPOSAL DETAIL (SAMPLE)

	TASK	HOURS	RATE	COST	SUB-TOTAL
	DESIGN AND BIDDING SERVICES				
1	**RESEARCH & INVESTIGATION**				
	EMPLOYEE A - PRINCIPAL				
	EMPLOYEE B - PROJECT MGR				
	EMPLOYEE C - ENGINEER				
	EXPENSES				
	SUBCONTRACTOR A				
				SUBTOTAL TASK	**$**
2A	**APPRAISAL, SURVEY, EASEMENTS**				
	EMPLOYEE A - PRINCIPAL				
	EMPLOYEE B - PROJECT MGR				
	EMPLOYEE C - ENGINEER				
	EXPENSES				
	SUBCONTRACTOR A				
				SUBTOTAL TASK	**$**
2	**PRELIMINARY/DRAFT DESIGN**				
	EMPLOYEE A - PRINCIPAL				
	EMPLOYEE B - PROJECT MGR				
	EMPLOYEE C - ENGINEER				
	EXPENSES				
	SUBCONTRACTOR a				
				SUBTOTAL TASK	**$**
3	**FINAL DESIGN & CONTRACT DOCS**				
	EMPLOYEE A - PRINCIPAL				
	EMPLOYEE B - PROJECT MGR				
	EMPLOYEE C - ENGINEER				
	EXPENSES				
	SUBCONTRACTOR A				
				SUBTOTAL TASK	**$**
4	**BIDDING SERVICES**				
	EMPLOYEE A - PRINCIPAL				
	EMPLOYEE B - PROJECT MGR				
	EMPLOYEE C - ENGINEER				
	EXPENSES				
	SUBCONTRACTOR A				
				SUBTOTAL TASK	**$**
				DESIGN AND BIDDING SERVICES TOTAL PRICE	**$**
	CONSTRUCTION MANAGEMENT SERVICES				
5	**CONSTRUCTION MGT SERVICES**				
	EMPLOYEE A - PRINCIPAL				
	EMPLOYEE B - PROJECT MGR				
	EMPLOYEE C - ENGINEER				
	EXPENSES				
	SUBCONTRACTOR A				
				SUBTOTAL TASK	**$**
6	**FIELD INSPECTION SERVICES**				
	EMPLOYEE A - PRINCIPAL				
	EMPLOYEE B - PROJECT MGR				
	EMPLOYEE C - ENGINEER				
	EXPENSES				
	SUBCONTRACTOR A				

				SUBTOTAL TASK	**$**
7	**OFFICE SUPPORT, AS-BUILTS**				
	EMPLOYEE A				
	EMPLOYEE B				
	EMPLOYEE C				
	EXPENSES				
				SUBTOTAL TASK	**$**
				CONSTRUCTION MANAGEMENT SERVICES TOTAL PRICE	**$**
				MAXIMUM TOTAL PRICE (DESIGN AND BIDDING SERVICES + CONSTRUCTION MANAGEMENT SERVICES)	**$**

REQUEST FOR PROPOSALS
FY 2016 Laramie River Pipeline Project

X. FIGURES AND MAPS



Laramie River Pipeline Project

XI. ATTACHMENTS

ATTACHMENT A - PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT
for
FY 2016 LARAMIE RIVER PIPELINE PROJECT

This Agreement is made this _____ day of _____, 20_____ by and between the Board of Public Utilities ("BOARD") of the City of Cheyenne, Wyoming ("CITY"), and _____ _____ ("FIRM").

WITNESSETH

WHEREAS, the BOARD manages, operates, maintains and controls the municipal water works, sanitary sewer system, and disposal system for the CITY;

WHEREAS, the BOARD is in need of the following services:

> Design, preparation of plans and specifications, obtain permits and easements, and bidding services for the Laramie River Pipeline Project ("Project"); and construction management and project inspection services for the Project.

WHEREAS, the FIRM is qualified to provide the professional services desired by the BOARD and has submitted a proposal dated _____ for the above desired work, a copy of which is attached hereto as Exhibit "A" and incorporated by this reference;

WHEREAS, the FIRM also agrees to provide services and information to the Board necessary to complete the work described in the Request For Proposals dated _____, a copy of which is attached hereto as Exhibit "B" and incorporated by this reference; and

WHEREAS, the BOARD desires to employ the FIRM under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by and between the BOARD and the FIRM as follows:

1. SCOPE OF SERVICES:

   a. The FIRM agrees to provide professional services for the BOARD as set forth in Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by this reference.

   b. The BOARD may order major changes in the scope or character of work, either decreasing or increasing the amount of the FIRM's services. In the event that such changes are ordered, the FIRM shall be entitled to additional compensation for additional work performed. Additional compensation for major changes shall be determined in accordance with Paragraph 2 of this Contract, but in no event shall the BOARD be liable for payment unless the amount of such additional compensation shall first have been agreed to in writing by the BOARD. In the event that major changes are ordered pursuant to this Section, the schedule for progress and completion in Section 3 of this Contract and compensation in Section 2 shall be adjusted by negotiation between the FIRM and the BOARD.

2. COMPENSATION:

a. The FIRM shall perform the services set forth in Exhibits "A" and "B" for a cost not to exceed $_____ (total written out). The FIRM shall bill the BOARD on a time and materials basis and shall submit invoices on a monthly basis and upon acceptance and approval of the work, the BOARD shall make payment (less 10% retainage) therefor within 45 days of receipt of said invoice to the FIRM for services completed. The monthly payments shall be based upon actual time worked and direct expenses. The 10% retainage shall be released upon final completion of the scope of services and final acceptance thereof by the BOARD.

b. The FIRM shall maintain hourly records of the time worked by its personnel and records of direct project expenses to support any audits the BOARD may require and make those records available to the BOARD at the BOARD's request. Such records shall be made available to the BOARD during normal office hours at the BOARD's office any time after contract execution and before one year after the date of final payment.

c. In the event total charges, fees, and expenses billed to the BOARD by the FIRM meet the maximum limit of $_____ plus all amounts authorized for supplemental services, and the work required of the FIRM hereunder has not been completed, the FIRM shall remain obligated to complete said work in its entirety.

3. TERM AND EFFECTIVE DATE: This Agreement shall commence on the date the last required signature is attached hereto and shall continue in full force and effect until the scope of work is completed (or insert specific deadline) and any plans, drawings, specifications and documents are submitted to the BOARD in accordance with Exhibit "A" and "B", unless this Agreement is earlier terminated pursuant to Sections 21 and 22 herein.

4. MODIFICATION: Any changes, modifications, revisions or amendments to this Agreement which are ordered pursuant to Section 1 herein or which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.

5. INDEMNIFICATION / HOLD HARMLESS: The FIRM agrees to indemnify, hold harmless and defend the CITY and the BOARD from and against any and all liabilities, claims, penalties, forfeitures and suits, and the cost and expenses incident thereto, including reasonable attorney's fees, which may hereafter arise as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders to the extent caused by (1) the FIRM's breach of any term or provision of this Agreement; or (2) any negligent or wrongful act, error or omission by the FIRM, or its employees or subcontractors in the performance of this Agreement. The FIRM acknowledges that it may incur a financial obligation to the CITY and the BOARD pursuant to the terms of this paragraph.

6. GOVERNMENTAL IMMUNITY: The BOARD and the CITY and their officials and employees do not waive governmental immunity by entering into this Agreement and specifically retain all immunities and defenses available to them as Governmental Entities pursuant to Wyo. Stat. § 1-39-101, *et seq*, and all other applicable laws, except to the extent necessary solely for the enforcement of the terms and conditions of this Agreement as between the parties. Further, the BOARD and the CITY fully retain 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. Designation of venue, choice of law and similar provisions should not be construed as a waiver of governmental immunity.

7. INSURANCE: The FIRM shall provide the BOARD with proof of the following insurance coverages:

Commercial General Liability Insurance

For claims arising out of bodily injury, illness or death, or from damage to or destruction of property of others, including loss or use thereof, with minimum limits of $1,000,000 per occurrence, $2,000,000 aggregate for the entire term of the Agreement.

Business Automobile Insurance

Including owned, non-owned and hired vehicles with minimum limits for bodily injury and property damage of $1,000,000 per accident for the entire term of the Agreement.

Workers' Compensation

Workers' Compensation coverage shall be in effect for the entire term of the Agreement, as required by Wyoming law, for all employees or agents providing services under this Agreement. The FIRM shall provide the BOARD with proof of workers' compensation or employer's liability insurance coverage.

Professional Liability Insurance

The FIRM shall provide proof of professional liability insurance or errors and omissions liability insurance in an amount not less than $500,000 to protect the BOARD from any and all claims arising from the FIRM's negligence in the performance of duties under this Agreement. The BOARD prefers that this liability insurance coverage be provided pursuant to an "occurrence" policy.

If this coverage is provided pursuant to a "claims made" policy:

(1) the FIRM shall, concurrently with the execution of this Agreement, provide the BOARD with a certificate of insurance demonstrating that such coverage is or shall be in effect at the time the FIRM begins the provision of services under this Agreement; and

(2) In the event the FIRM's services extend into a future policy period, the FIRM shall, prior to the policy expiration date, provide the BOARD with a new certificate of insurance demonstrating that such coverage is or shall be in effect during all periods of time that the FIRM will provide services under this Agreement; and

(3) the FIRM shall maintain said "claims made" coverage for a period of five (5) years following the last date that the FIRM has provided services under this Agreement; and

(4) In the event the FIRM or the insurer terminates "claims made" coverage prior to the expiration of the periods provided in subparagraphs (1), (2), or (3) of this paragraph, the FIRM shall provide to the BOARD advance written notification of the termination of said coverage and shall provide the BOARD with an endorsement for an extended reporting period ("tail coverage") which shall be in effect for a period of time not less than five (5) years following the last date that the FIRM has provided services under this Agreement.

Additional Insurance Information

The FIRM shall name the Board of Public Utilities and the City of Cheyenne as an **Additional Insured** by endorsement on its insurance policies, with the exception of worker's compensation and professional liability insurance, and shall provide the BOARD with a copy of the endorsements.

The FIRM shall provide the BOARD with certificates of insurance acknowledging the above-stated coverages prior to beginning any work under this Agreement.

It is understood and agreed that these policies are primary and not contributory. All policies required under this Agreement shall be in effect for the duration of the Agreement. It shall be an affirmative obligation upon the FIRM to immediately notify in writing the BOARD of any fact, circumstance, or occurrence that has resulted in or may result in the cancellation

or substantive change of any insurance coverage required by this Agreement, and failure to do so shall be construed to be a breach of this Agreement.

In addition, the FIRM shall provide the BOARD with copies of insurance policies and/or policy endorsements listing the Board of Public Utilities and the City of Cheyenne as an additional insured. The BOARD's failure to request or review such policies, endorsements, or certificates shall not affect the BOARD's rights or the FIRM's obligation hereunder.

Any insurance company providing coverage under this Agreement shall have a minimum A. M. Best rating of A- (excellent).

8. GOVERNING LAW, JURISDICTION and VENUE: The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this Agreement and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

9. COMPLIANCE WITH LAWS: The FIRM shall comply with all applicable federal, state and local laws, rules and regulations in the performance of this contract. The identified Laws or Regulations are included in this Agreement as mandated by statute or for the convenience of the FIRM. The FIRM's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over design and construction of the project shall apply to the Agreement throughout, and they will be deemed to be included in the Agreement the same as though herein written out in full. Other Laws and Regulations apply which are not included herein, and are within the FIRM's duty and responsibility for compliance therewith.

10. NONDISCRIMINATION: The FIRM shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. §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 the FIRM assures that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of this Agreement on the grounds of age, sex, race, creed, color, national origin, ancestry, religion, pregnancy or qualifying disability. The FIRM further assures that it will include the language of this paragraph in all agreements associated or connected in any way with this Agreement and the work thereunder. If the FIRM, its employees or subcontractors are found in violation of these requirements, this Agreement may be terminated. The FIRM shall be responsible for all such non-compliance and shall defend, hold harmless and indemnify the BOARD therefrom.

11. ALCOHOL AND CONTROLLED SUBSTANCE POLICY: In compliance with the Drug-Free Workplace Act of November 1988, the BOARD has established an Alcohol and Controlled Substance Policy that pertains to alcohol and drug usage by BOARD employees. All parties under contract with the BOARD, including the FIRM and its employees and subcontractors, are required to comply with the provisions of the BOARD's Alcohol and Controlled Substance Policy for drug and/or alcohol usage on BOARD property or other sites occupied by the FIRM while performing duties and responsibilities of this contract. It is the responsibility of the FIRM to familiarize itself with the requirements of this policy and to inform all its employees and subcontractors of those requirements and to insure their compliance therewith. If the FIRM, its employees or subcontractors are found to be in violation of this policy, this contract may be terminated.

12. INDEPENDENT CONTRACTOR: At all times during the term of this Agreement, the FIRM shall be considered an independent contractor. Neither the FIRM nor any one employed by it shall represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the BOARD.

13. CONFIDENTIALITY: To the extent allowed by law, the BOARD and the FIRM shall treat as confidential and not disclose to others information (including technical information, experience or data) regarding either party's plans, programs, plants, processes, products, costs, equipment, operations, or customers which come within the knowledge of the parties, without in each instance securing the prior written consent of the other party, unless such disclosure is required by law or legal process. However, nothing shall prevent either the FIRM or the BOARD from disclosing to others or using in any manner information which either party can show (a) has been published or has become part of the public

domain other than by acts of the FIRM or the BOARD; (b) has been furnished or made known to the FIRM or the BOARD by third parties without restrictions on its disclosure; or (c) was in either party's possession prior to the disclosure thereof by the BOARD or the FIRM to each other. Neither the FIRM nor the Board shall be restricted from releasing information in response to a subpoena, court order, or legal process, but, in the event such disclosure becomes necessary, the disclosing party shall notify the other party of the demand for information at least seven (7) days prior to disclosing such information so that the other party may take any and all steps provided by law to prevent the release of such information.

14. FIRM'S RESPONSIBILITIES: The FIRM shall be responsible for all terms and conditions as set forth in this Agreement and the professional quality, technical accuracy, and timely completion of all services as set forth in Exhibits A and B and all changes in the scope or character of the work made pursuant to Sections 1 and/or 4 herein. The FIRM shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies. The FIRM shall perform all work in a professional manner in conformance with industry standards. The Firm shall maintain a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufactures, fabricators, suppliers and distributors, daily activities, decisions, observations in general, and record detailed results and procedures of tests conducted.

15. NOTICES: Any notice, correspondence or billing required to be given by the terms of this Agreement shall be delivered by hand, or delivered by mail, postage prepaid, to the addresses of the respective parties stated below:

BOARD: Timothy E. Wilson, Director
Board of Public Utilities
P.O. Box 1469
Cheyenne, WY 82003-1469

FIRM: _____
_____
_____
_____

16. INTELLECTUAL PROPERTY AND WORK PRODUCT:

a. All work (preliminary, draft, and final) performed by the FIRM under this Agreement is the property of the Board. The Board will own any and all data, documents, working papers, computer programs, photographs, and other material produced by the FIRM pursuant to this Agreement, and the FIRM hereby assigns and transfers to the BOARD any and all intellectual property rights for such materials. The FIRM will provide the BOARD with copies of all such materials including, without limitation, any research memoranda prepared under this Agreement. Under no circumstances, including pending disputes between the BOARD and the FIRM, will the FIRM fail to deliver possession of said documents and materials to the BOARD upon demand.

b. The FIRM agrees to indemnify, pay the defense costs of, and hold the BOARD harmless from any and all claims, demands, costs, liabilities, losses, expenses and damages (including attorneys' fees, costs, and expert witnesses' fees) arising out of or in connection with this Agreement that sound in an intellectual property claim (including but not limited to patent, copyright, trademark, trade name, or trade secret infringement).

c. This Section specifically survives the expiration or termination of this Agreement.

17. GIS MAPS AND DIGITAL DATA: Any and all maps, drawings (including as-built drawings), coverages, images, or other digital data created by the BOARD, the CITY, or the Cheyenne/Laramie County Cooperative Geographic Information System for use by the FIRM are the property of the BOARD. Under no circumstances may the FIRM reuse or sell the maps, coverages, images, or other digital data, and the FIRM agrees to return all maps, coverages, images, and other digital data once the scope of work is complete.

18. CONFLICT OF INTEREST: In entering this Agreement, the FIRM covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with performance of the services hereunder. In addition, the FIRM covenants that in the performance of this contract, no subcontractor or person having such an interest shall be employed. The FIRM certifies that no one who has or will have any financial interest under this contract is an officer or employee of the BOARD.

19. ACCEPTANCE NOT WAIVER: The BOARD's approval of drawings, plans, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the FIRM from responsibility for the technical accuracy of the work. The BOARD's approval or acceptance of, or payment for, any services shall not be construed to operate as a waiver of any of the BOARD's rights under this Agreement or any of its legal rights under statute and common law arising out of the performance of this Agreement.

20. DEFAULT: Each and every term and condition herein shall be deemed a material element of the Agreement. In the event either party shall fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

21. REMEDIES:

a. In the event a party declares the other party in default hereof, said party declaring default shall notify the defaulting party in writing and such defaulting party shall be allowed a period of fifteen (15) days to cure said default. In the event that the default remains uncorrected, the party not in default may elect to: (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity.

b. In the event the FIRM fails to strictly perform in accordance with this Agreement, the BOARD may elect to make good such deficiencies and charge the FIRM therefore.

22. TERMINATION: The BOARD may, by written notice to the FIRM, terminate this Agreement in whole or in part by giving the FIRM fifteen (15) days written notice. Upon receipt of such notice, the FIRM shall:

a. Discontinue all services affected (unless the notice directs otherwise); and

b. Deliver to the BOARD representative within five (5) days all data, drawings, specifications, reports, estimates, summaries, accumulated by the FIRM in performing this Agreement, whether completed or in process. In event of termination, the BOARD will pay the FIRM for accepted work done as of the date of termination.

23. WAIVER: The waiver by either party of any term, condition or covenant, or breach of any term, condition or covenant, shall not constitute a waiver of any other term, condition or covenant, or breach thereof.

24. SEVERABILITY: If any provision, section, subsection, sentence, clause, or phrase of this Agreement is invalidated by any court of competent jurisdiction, such holding shall not affect the validity of the remainder of this Agreement, which shall continue in full force and affect.

25. SUCCESSORS AND ASSIGNS: All the terms, conditions, and provisions herein shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

26. ASSIGNMENT: Neither party shall assign this Agreement without prior written consent of both parties. Any delegation or assignment shall not operate to relieve either party of its responsibilities hereunder. However, nothing in this Agreement shall prohibit the FIRM from subcontracting to a qualified subcontractor.

27. THIRD PARTY RIGHTS: 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 this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only the parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring action for breach of this Agreement. This paragraph is not intended nor shall it be construed to waive any of the parties' immunities.

28. ENTIRE AGREEMENT OF THE PARTIES: This Agreement, to include Exhibits A and B, contains the entire understanding of the parties. There are no other terms or conditions, written or oral, concerning or controlling this matter.

REST OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties to this Agreement, through their duly authorized representatives, have executed this Agreement on the days and dates set out below and certify that they have read, understood and agreed to the terms and conditions of this Agreement.

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

BOARD OF PUBLIC UTILITIES

BY:

_____
Timothy E. Wilson, Director

State of Wyoming)
)ss
County of Laramie)

Subscribed and sworn before me this _____ day of _____, 20____.

_____
Notary Public

My Commission Expires: _____

(FIRM _____)

BY:

_____
_____

State of _____)
)ss
County of _____)

Subscribed and sworn before me this _____ day of_____, 20____.

_____
Notary Public

My Commission Expires: _____