

RESOLUTION NO. 2019-71

A RESOLUTION ACCEPTING AND APPROVING AN AGREEMENT FOR ENGINEERING SERVICES WITH FORSGREN ASSOCIATES, INC., IN THE AMOUNT OF \$71,275.00, AND AUTHORIZING TIMOTHY A. KAUMO, AS MAYOR, AND MATTHEW L. MCBURNETT, AS CITY CLERK, TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF ROCK SPRINGS.

WHEREAS, the City of Rock Springs wishes to enter into an Agreement with Forsgren Associates, Inc. for the James Drive/2nd Street Pedestrian Enhancement Project, in the amount of \$71,275.00; and,

WHEREAS, the Governing Body of said City has said Agreement before it and has given it careful review and consideration; and,

WHEREAS, it is considered in the best interest of said City to accept and approve said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ROCK SPRINGS, STATE OF WYOMING:

Section 1. That the Agreement for Engineering Services with Forsgren Associates, Inc., for the James Drive/2nd Street Pedestrian Enhancement Project, attached hereto and by this reference made a part hereof, is hereby accepted and approved by the City of Rock Springs.

Section 2. That the Mayor of said City be, and he is hereby authorized, empowered and directed to execute said Agreement on behalf of said City; and that the City Clerk be, and he is hereby, authorized and directed to attest said Agreement and to attach a certified copy of this Resolution.

PASSED AND APPROVED this _____ day of _____, 2019.

President of the Council

Mayor

Attest:

City Clerk

AGREEMENT
for
ENGINEERING SERVICES
James Drive / 2nd Street Pedestrian
Enhancement Project

2019

Between the
CITY OF ROCK SPRINGS, WY
And
Forsgren Associates, Inc.

FORSGREN
Associates Inc.

849 Front street #201, Evanston, Wyoming 82930
Phone: 307.789.6735 Fax: 307.789.6756



212 D St., Rock Springs WY 82901
Phone: (307) 352-1540 Fax: (307) 352-1516

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ATTACHMENT

ATTACHMENT A to Agreement for Engineering Services Between the City of Rock Springs and Forsgren Associates, Inc. Scope and Rate Schedule

ATTACHMENT B to Agreement for Engineering Services Between the City of Rock Springs and Forsgren Associates, Inc. Federal General Provisions.

BASE AGREEMENT FOR ENGINEERING SERVICES

This contract dated the ____ day of _____, 2019, is entered into by and between City of Rock Springs (CITY) and Forsgren Associates, Inc. (ENGINEER).

RECITAL

WHEREAS the City of Rock Springs (CITY) has selected Forsgren Associates Inc. (ENGINEER) to provide engineering services related to the City's Rock Springs Safe Routes for Schools, Aspen Elementary Area Project and other related work,

AND, the CITY and ENGINEER desire to identify certain services to be performed by ENGINEER pursuant to the terms of this Contract and to reach certain understandings with respect to such services

AGREEMENT

IT IS HEREBY AGREED AS FOLLOWS:

SECTION 1. DESCRIPTION OF WORK

This master agreement specifically incorporates Engineering and Construction Services related to the Rock Springs James Drive-2nd Street Pedestrian Enhancement as detailed in Attachment "A" - Cost Proposal and Scope to this agreement. ENGINEER shall also furnish additional engineering services as identified in the above recital, and as identified in CITY's resolution on a task-order basis. ENGINEER agrees to, except as provided otherwise in this contract or in any work release, furnish supervision, labor and materials, and obtain licenses and permits required for performance of the work.

SECTION 2. REPRESENTATION

Todd Hurd, Division Manager, shall serve as ENGINEER's representative with respect to all services to be rendered under this Contract. He shall have authority regarding the allocation of the ENGINEER's staff and resources for any assigned task.

Paul Kauchich, P.E., City Engineer shall act as CITY's representative with respect to the services to be rendered under this Contract. He shall have complete authority to transmit instructions, receive information, interpret and define CITY's policies and decisions, with respect to services for the assigned task.

SECTION 3. CONSIDERATION AND PAYMENT

- 3.1 Compensation for engineering services shall be on an hourly cost reimbursement basis from actual time and expenses charged in accordance with the ENGINEER'S standard rate schedule including reimbursables, for the current year within the agreed budgets for each task order to this contract.
- 3.2 ENGINEER will submit monthly invoices for services rendered and CITY will make payments in response to ENGINEER's invoices within 45 days.

- 3.3 If CITY disputes any items in ENGINEER's invoice, CITY may temporarily delete the disputed item and pay the remaining amount of the invoice. CITY will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

SECTION 4. STANDARD OF PERFORMANCE

It is mutually understood and agreed by and between the parties hereto that ENGINEER is skilled in the professional calling necessary to perform the work agreed to be done hereunder and that CITY relies upon the skill of ENGINEER. Services performed by ENGINEER under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the State of Wyoming. No other representation, expressed or implied, and no expressed warranty or guarantee is included or intended in this Contract, or in any report, opinion, document or otherwise.

SECTION 5 NONDISCLOSURE

ENGINEER will not divulge to third parties without the prior consent of CITY any information obtained from or through CITY in connection with the performance of this contract. Unless waived by CITY, ENGINEER shall require its employees and subcontractors of any tier to adhere to these nondisclosure terms.

SECTION 6 PATENT AND COPYRIGHT

Should ENGINEER's employees, officers, agents, subcontractors of any tier, or anyone of a like nature in the performance of the work or as a result of performing the work, develop any trade secret, prepare any copyrighted material, make any improvement, originate any invention, develop any process or otherwise, such trade secret, copyright, improvement, invention, or process shall be the property of ENGINEER, but ENGINEER shall grant or cause to be granted to CITY the right and/or license to permanently use, or cause to be used for the benefit of CITY any such trade secret, copyright, improvement, design, invention, or process in any manner for so long as CITY desires to use same for CITY's own internal use.

SECTION 7 OPINIONS OF PROBABLE COST

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

SECTION 8 INDEPENDENT CONTRACTOR

ENGINEER shall perform the work as an independent contractor, and all persons employed by ENGINEER in connection herewith shall be employees of ENGINEER, and not employees of CITY in any respect.

SECTION 9 NONASSIGNABILITY

- (i) Both parties recognize that this agreement is for services of ENGINEER and cannot be transferred, assigned, or subcontracted by ENGINEER or CITY without prior written consent of the other party.
- (ii) ENGINEER may use the services of subconsultants when, in the ENGINEER's opinion, it is appropriate and customary to do so. No subconsultant of ENGINEER will be recognized by CITY as such; rather all subconsultants are deemed to be employees of ENGINEER, and it agrees to be responsible for performance. ENGINEER shall give its attention to the fulfillment of the provisions

of the Agreement by all of its employees and subconsultants, if any, and shall keep the work under its control.

SECTION 10 NOTICES

Any notice by either party to the other hereunder shall be served if delivered in person, to the office of the representative authorized and designated in writing to act for the respective party, or; if deposited in the mail, properly stamped with the required postage and addressed to the office of such representative. Either party may change its representative or address by giving the other party written notice of such change. Unless otherwise notified, notices shall be given as follows:

<u>Forsgren Associates Contact</u>		<u>City of Rock Springs Contact</u>	
Name	Todd Hurd Forsgren Associates, Inc.	Paul Kauchich City of Rock Springs	
Address.	849 Front Street, Suite #201 Rock Springs, Wyoming 82930 thurd@forsgren.com	212 D Street, Rock Springs WY 82901 Paul_Kauchich@rswy.net	

SECTION 11 ACCOUNTING AND AUDITING

ENGINEER agrees to keep accurate and complete records in support of all remuneration paid hereunder in accordance with generally recognized accounting principles and practices. CITY, or its audit representative, shall have the right at any reasonable time to examine, audit, and reproduce all records pertaining to costs, including but not limited to payrolls, employees' time sheets, invoices, and all other evidence of expenditures for the work. Such records shall be available for one (1) year after completion of the work.

SECTION 12 LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, CITY shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

SECTION 13 NONDISCRIMINATION

ENGINEER shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), and the Americans With Disabilities Act (hereinafter referred to as "ADA"), 42 U.S.C. 12101, et seq. ENGINEER shall assure that no person is discriminated against based on the grounds of sex, race, religion, national origin or disability in connection with the performance of this Contract.

SECTION 14 AMENDMENTS

Any changes, modifications, revisions or amendments to this Contract 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.

SECTION 15 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.

SECTION 16 COMPLIANCE WITH LAW

ENGINEER's professional services shall be consistent with sound survey and engineering practices and shall keep informed of and comply with all applicable federal, state and local laws, regulations, codes and standards that are applicable in the performance of this Contract.

SECTION 17 ETHICS

ENGINEER shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat §9-13-101, et seq.), and any and all ethical standards governing ENGINEER's profession.

SECTION 18 FORCE MAJEURE

Neither party shall be liable for failure to perform under this Contract 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 God or 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. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

SECTION 19 INSURANCE

ENGINEER shall maintain the following insurance:

(i). Professional Liability or Errors and Omissions Liability Insurance. ENGINEER shall provide proof of professional liability insurance or errors and omissions liability insurance to protect City from any and all claims arising from ENGINEER'S alleged or real professional errors, omissions or mistakes in the performance of professional duties by ENGINEER or surveying or engineering consultants in an amount not less than one million dollars (\$1,000,000.00).

(ii). Coverage. All policies required under this Contract shall be in effect for the duration of this Contract and projects. All policies shall be primary and not contributory. ENGINEER shall pay the premiums on all insurance policies and insurance certificates must include a clause stating that the insurance may not be revoked, cancelled, amended or allowed to lapse until the expiration of at least thirty (30) days advance written notice to CITY.

(iii). Cancellation. There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent to not renew insurance coverage without thirty (30) days written notice from ENGINEER or their insurers to CITY. Any failure to comply with the reporting provision of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage provided to CITY and its division, officers and employees.

SECTION 20. OWNERSHIP AND USE OF DOCUMENTS / WORK PRODUCT / MATERIALS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. CITY may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by CITY or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to ENGINEER, and CITY will

defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting there from. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CITY and ENGINEER.

SECTION 21. TAXES

ENGINEER 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 incurred by ENGINEER.

SECTION 22. SUSPENSION OF WORK

CITY may, by written notice, direct ENGINEER to suspend performance of any or all of the work for a specified period of time. If such suspension is not occasioned by the fault or negligence of ENGINEER, the notice will be modified to compensate ENGINEER for extra costs incurred due to said suspension, provided that any claim for adjustment is supported by appropriate cost documentation and asserted within twenty (20) calendar days after the date CITY issues an order for resumption of the work. Upon receipt of such notice, ENGINEER shall a) discontinue work, b) place no further orders or subcontracts, c) suspend all orders and subcontracts, d) protect and maintain ENGINEER'S work, and e) otherwise mitigate CITY's costs and liabilities for those areas of work suspended.

SECTION 23. TERMINATION OF CONTRACT

(i). In event of termination, all finished or unfinished design development and construction documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by ENGINEER shall be immediately surrendered to CITY.

(ii). In the event of termination, CITY shall pay to ENGINEER, as full payment for all services performed and all expenses incurred under this Contract, which shall have become payable because of the progress in the work. In ascertaining the services actually rendered hereunder up to the date of termination of this Contract, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents, whether delivered to CITY or in the possession of CITY and to authorized reimbursable expenses.

(iii). If, upon payment of the amount required to be paid under this paragraph herein following the termination of this Contract, CITY thereafter should determine to complete the original project or substantially the same project, CITY for such purposes shall have the right of utilization of any original tracings, drawings, calculations, specifications, estimates, and other construction documents prepared under this Contract by ENGINEER. At the ENGINEER's request, CITY agrees to credit ENGINEER which such authorship as may due him, but is not required to renew the Contract. CITY will not reuse any of the construction documents without prior written approval of ENGINEER.

SECTION 24. THIRD PARTY BENEFICIARY RIGHTS

The parties do not intend to create in any other individual or entity the status of third party beneficiary and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this contract, or to bring an action for the breach of this Contract.

SECTION 25 WARRANTY

ENGINEER warrants the following:

- (i). has the power and authority to enter into contract;
- (ii). has the ability to perform the agreed services;
- (iii). shall, at all times during the term of this contract be duly licensed to perform the services,
- (iv). shall provide suitable resources to perform work in accordance with agreed services;
- (v). within ENGINEERS' control, will provide the services herein on a timely basis consistent with the scope of services to be provided;
- (vi). shall perform services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances; and
- (vii). is responsible for the professional quality, technical accuracy and coordination of all designs, drawings, specifications and other services furnished by ENGINEER under this Contract.

SECTION 26 SEVERABILITY

Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of this Contract shall continue in full force and effect and either party may attempt to renegotiate the terms affected by the severance.

SECTION 27 TITLES NOT CONTROLLING

Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

SECTION 28. INDEMNIFICATION

(i) ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold harmless any Subconsultant, its shareholders, officers, directors and employees (collectively, "Subconsultant Indemnitees") from and against all Losses to the extent caused by the negligent act or omission, willful misconduct or breach of this Agreement or any Project Task Order by ENGINEER, its employees or others for whom ENGINEER may be legally liable, including without limitation any Losses relating to Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims, or under similar laws or obligations by ENGINEER'S employees. With respect to any claim against Subconsultant Indemnitees, or any of them, by any employee of ENGINEER, the foregoing indemnification shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for ENGINEER under workers' compensation acts, disability benefit acts, or other employee benefit acts.

(ii) Neither party shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

SECTION 29 EXECUTION AND EFFECTIVE DATE

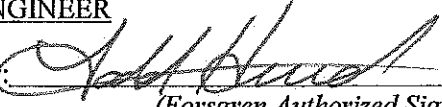
This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and CITY, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

SECTION 30. APPROVALS

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this contract in duplicate on the respective date indicated below:

ENGINEER

By:


(Forsgren Authorized Signer)

Title:

DIVISION MANAGER

Date:

5-1-19

CITY

By:

Title:

Date:

Attest: City Clerk

ATTACHMENT A
to Agreement for Engineering Services
Between the *City of Rock Springs* and Forsgren Associates, Inc.

I. PROJECT OVERVIEW

A general description of the project is useful in understanding the tasks and the assumptions on which the scopes of work for individual tasks are based. During the execution of the project, the actual conditions and requirements may be different than assumed herein. It is understood by all parties to this agreement that substantial differences can result in changes in scope of work and commensurate changes in fee.

The proposed scope of the project is generally as outlined in the Section II of this Attachment "A".

II. SCOPE OF ENGINEERING SERVICES

Forsgren Associates will provide the design and construction management of approximately 1500 LF of sidewalk and retaining wall in areas along the school and Railroad property including topographical and construction survey, civil engineering, construction inspection, ADA verification and material testing services to see the project completed from the initial preliminary design and scoping meeting through the final project review and delivery of as-built records, and subsequent warranty observation. Specific project tasks that we anticipate are as follows:

Rock Springs James Drive-2nd Street Pedestrian Enhancement Project Scope:

Tasks

- 1 Task 1-Preliminary Design**
 - a. Topo and ROW Survey
 - b. 10% Plans-Approve Alignment
 - c. 10% Plans for Scoping Letters and Public Involvement
 - d. Railroad Property Acquisition Negotiation Support
- 2 Task 2-Final Design**
 - a. 35% Plan Submittal-WYDOT, NEPA Submittal
 - b. ADA Compliance Review
 - c. 90% Plans and Specification to City
 - i. Prevailing Wage-Davis Bacon, Determinations Attached to Contract
 - ii. DBE-Solicited for all subcontracting in Specs
 - d. Prepare Final Engineer's Probable Cost
 - e. Final Plan and Specification Submittal to WYDOT
- 3 Task 3-Bidding**
 - a. Advertise (Newspaper Fees by the City)
 - b. Answer Contractor Questions
 - c. Pre-Bid Meeting and Bid Opening
 - d. Bid Tabulation, Review and Recommendation
 - e. NOA and NTP (with WYDOT NTP)
- 4 Task 4-Construction Management**
 - a. Pre-Construction Meeting
 - b. Monthly Pay Applications
 - c. Conduct Payroll Interviews
 - d. Daily Inspection 1 1/2-month Construction 8 Hrs./Day

- e. Maintain As-Built Set of Plans
 - f. Verify Quantities
 - g. Verify ADA Compliance During and at Completion
 - h. Construction Surveying-Horizontal and Vertical Control
 - i. Quality Assurance Testing as Need (Quality Control Testing by Contractor-Compaction and Concrete Testing)
- * Does not include drainage calculations or hydraulic study
- ** Includes supplying supporting documents for NEPA for submittal from the City

PROJECT TOTAL COST

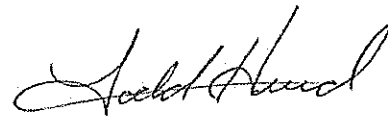
Including Labor, Reimbursable, and Subconsultant Expenses	\$67,475.00
Alternate if Needed - Geo-Tech for Retaining Walls	\$3,800.00
Total with Alternate	\$71,275.00

- * Fees do not include drainage calculations or hydraulic study
- ** Task 2 fees include supplying supporting documents for NEPA for submittal from the City

Firm Name and Address:

Forsgren Associates, Inc.
849 Front St. #201
Evanston, WY 82930

Signature of President or Authorized Agent:



Employer Identification Number:

820-25-5723

III. COST**1.0 Engineering Fees: Budgets shown herein will not be exceeded without cause and written authorization from City.**

ENGINEERING PRICE PROPOSAL SUMMARY
James Drive/2nd Street Pedestrian Enhancement Project

Tasks		Estimated Cost
1	Task 1-Preliminary Design	\$13,560.00
	a. Topo and ROW Survey	\$4,480.00
	b. 10% Plans-Approve Alignment	\$2,460.00
	c. 10% Plans for Scoping Letters and Public Involvement	\$1,525.00
	d. Railroad Property Acquisition Negotiation Support	\$5,095.00
2	Task 2-Final Design	\$15,880.00
	a. 35% Plan Submittal-WYDOT, NEPA Submittal	\$2,900.00
	b. ADA Compliance Review	\$2,460.00
	c. 90% Plans and Specification to City	\$6,880.00
	i. Prevailing Wage-Davis Bacon, Determinations Attached to Contract	\$345.00
	ii. DBE-Solicited for all subcontracting in Specs	\$345.00
	d. Prepare Final Engineer's Probable Cost	\$290.00
	e. Final Plan and Specification Submittal to WYDOT	\$2,660.00
3	Task 3-Bidding	\$2,945.00
	a. Advertise (Newspaper Fees by the City)	\$110.00
	b. Answer Contractor Questions	\$730.00
	c. Pre-Bid Meeting and Bid Opening	\$1,450.00
	d. Bid Tabulation, Review and Recommendation	\$510.00
	e. NOA and NTP (with WYDOT NTP)	\$145.00
4	Task 4-Construction Management	\$35,090.00
	a. Pre-Construction Meeting	\$1,590.00
	b. Monthly Pay Applications	\$700.00
	c. Conduct Payroll Interviews	\$180.00
	d. Daily Inspection 1 1/2-month Construction 8 Hrs./Day	\$25,210.00
	e. Maintain As-Built Set of Plans	\$2,600.00
	f. Verify Quantities	\$830.00
	g. Verify ADA Compliance During and at Completion	\$180.00
	h. Construction Surveying-Horizontal and Vertical Control	\$2,060.00
	i. Quality Assurance Testing as Need (Quality Control Testing by Contractor-Compaction and Concrete Testing)	\$1,740.00

2.0 Engineering Rate Schedule**FORSGREN ASSOCIATE, INC.****TITLE CODE RATE SCHEDULE****01 JANUARY 2019**

TITLE CODE	TITLE	HOURLY RATE*
Engineer/Scientist VI	Principal/Service Leader	225
Engineer/Scientist V	Division Manager	185
Engineer/Scientist V	Managing Engineer/Scientist	170
Engineer/Scientist IV	Senior Engineer/Scientist	155
Engineer/Scientist III	Project Manager	140
Engineer/Scientist II	Project Engineer/Scientist	110
Engineer/Scientist I	Engineer/Scientist	90
Survey V	Chief of Survey	120
Survey IV	Survey Party Chief	105
Survey III	Senior Surveyor	80
Survey II	Surveyor-In-Training	75
Survey I	Survey Technician	65
Drafter IV	Senior Designer	100
Drafter III	Designer	90
Drafter II	Senior Designer	85
Drafter I	Designer	75
Inspector VI	Senior Construction Manager	130
Inspector V	Construct. Mgr/Supervising Inspect.	115
Inspector IV	Senior Inspector	105
Inspector III	Project Inspector	85
Inspector II	Project Inspector	75
Inspector I	Assistant Inspector	60
Technician V	Technician Manager	140
Technician IV	Supervising Technician	95
Technician III	Senior Technician	85
Technician II	Technician	75
Technician I	Assistant Technician	65
Clerical IV	Senior Project Assistant	90
Clerical III	Project Assistant III	75
Clerical II	Project Assistant II	60
Clerical I	Project Assistant I	50

Rates are fully-loaded with direct labor, overhead and profit

Expert Witness Testimony, Preparation and all court time will be charged at a rate of \$500.00 per hour

Reimbursables are charged at cost plus 15%

Subconsultants are charged at cost plus 15%

Mileage will be charged at \$0.56/mile

ATTACHMENT B
to Agreement for Engineering Services
Between the *City of Rock Springs* and Forsgren Associates, Inc.

ATTACHMENT B

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 its failure to comply with state or federal requirements. The City of Rock Springs will notify the Consultant of any state or federal determination of noncompliance.

SECTION B. AUDITING AND ACCOUNTING

The Consultant shall make available to the City of Rock Springs their accounting records for progress and post-performance audits when deemed necessary by the City of Rock Springs.

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 agreement. The City of Rock Springs will consider a Consultant's failure to perform as a material breach of agreement when it can be determined that the terms, conditions, provisions, or obligations of the Agreement cannot be completed and the City of Rock Springs 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 City of Rock Springs 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

The Consultant shall not engage in providing consultation or representation of clients, agencies, or firms which may constitute a conflict of interest which results in a disadvantage to the City of Rock Springs, or a disclosure which would adversely affect the interests of the City of Rock Springs. This 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.

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 City of Rock Springs or its designee.

The Consultant shall disclose, in writing, any potential or actual conflict of interest to the City of Rock Springs including financial or other personal interests.

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 (Standard/Duty of Care). The City of Rock Springs will notify the Consultant at the earliest possible time of the professional services which require corrective action and the Consultant, by mutual agreement with the City of Rock Springs and without additional compensation, shall correct those services. 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 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 City of Rock Springs may, at its discretion, terminate this Agreement without liability to the City of Rock Springs, 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 City of Rock Springs 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 City of Rock Springs 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 related work.

SECTION O. OWNERSHIP OF DOCUMENTS/WORK PRODUCT

All documents, reports, records, field notes, materials and data of any kind resulting from performance of this Agreement are at all times the property of the City of Rock Springs. Said documents and/or work products shall be delivered to the City of Rock Springs upon suspension, termination or completion of the services by the Consultant.

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 City of Rock Springs for any violation or alleged violation 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 are available to the City of Rock Springs, 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 City of Rock Springs, 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 General Provision 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 program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant and related to the services and work to be performed under this Agreement, shall identify the City of Rock Springs, WYDOT and the federal funding agency as the sponsoring agencies and shall not be released without prior written approval of the City of Rock Springs.

SECTION S. SUSPENSION AND DEBARMENT

By signing this Agreement, the Consultant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or 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 the Office of Management and Budget guidelines at 2 CFR 180 and supplemented by 2 CFR 1200, or are on the disbarred vendors list at www.sam.gov/portal/public/SAM/. Further, the Consultant agrees to notify the City of Rock Springs by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded 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 City of Rock Springs may at any time, by written notice, terminate all or part of the Agreement when the City of Rock Springs 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 City of Rock Springs determines that termination is in the public's best interest – Termination on Public's Behalf/Convenience. In this event, compensation will 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 City of Rock Springs, and not the labor hours billed. The City of Rock Springs will 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.