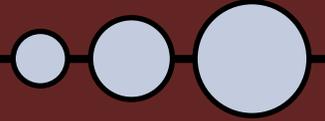


Request for Proposals

Transportation Element Update:

Bar Nunn, Mills, and Evansville, WY Comprehensive Plan



Project ID:
MPO 16-02



CASPER AREA

METROPOLITAN PLANNING ORGANIZATION

Bar Nunn | Casper | Evansville | Mills | Natrona County | WYDOT

Request for Proposals (RFP)

For Consultant to Prepare a
Comprehensive Plan Transportation Element Update

for the:

Town of Bar Nunn

Town of Evansville

Town of Mills

The Casper Area Metropolitan Planning Organization (MPO) will receive proposals at 200 North David Street, Casper, Wyoming 82601, Monday through Friday from 8:00 am to 5:00 pm. Proposals should be addressed to **Andrew Nelson, Metropolitan Planning Manager**. Proposals will be accepted until 4:00 pm, Friday, March 18, 2016.

Consultants should prepare one response packet with **specific sections** for each jurisdiction and their action plans for developing a Plan for each entity.

PURPOSE

The Casper Area MPO is seeking proposals from consulting groups specializing in land use and transportation planning to assist in the development of a revised and updated Comprehensive Plan Transportation Elements for the Towns of Bar Nunn, Mills, and Evansville.

The Towns seek updates to the Transportation Element of their Comprehensive Plan under the general theme of “Visioning the Community through Transportation” with a project horizon of 2030. This will include an analysis of the relationship between transportation and land uses, housing, and economic development policies for each Town to encourage multiple transportation options, improve traffic safety, foster private economic investment, and enhance the overall quality of life.

The MPO anticipates the process to start in July 2015.

CHARACTER OF THE AREA

Casper (not included as part of the study, but Mills, Evansville, and Bar Nunn are a part of the Casper MSA)

The City of Casper, county seat for Natrona County, is located in east central Wyoming. As the largest City in the central part of the State, it serves as the principle retail, service, medical, transportation, and wholesale center for the State. Additionally, Casper’s production history and central location has made it the regional support center for Wyoming’s energy industries (coal, gas, oil, and wind farms). Casper’s close association with the energy industries has made it economically susceptible to the boom and bust cycles of the industry.

According to the United States Department of Commerce’s Bureau of Economic Analysis (BEA), as of 2012, the Casper Metropolitan Statistical Area’s personal income ranked 10th out of the nation’s 366 metropolitan areas with a per capita personal income of \$57,522, reflecting an increase of 3.4 percent from 2011. The County’s total population has increased 13.4% between 2000 and 2010, particularly within the City of Casper; however, this growth is also mirrored in each of the surrounding towns as well. Natrona County is the sixth fastest growing metropolitan area in the United States, as reported by the Wyoming Division of Economic Analysis.

Bar Nunn

Bar Nunn, incorporated in 1982, is located north of Casper in Natrona County in east central Wyoming. As the fastest growing town in the State, it serves as a suburb community to Casper, the second largest city in Wyoming. The Town of Bar Nunn was originally the site of Wardwell Field, Natrona County's airport until 1952. Romie Nunn, a local rancher and businessman, owned a portion of the Wardwell Field property. He repurchased the airport property

(consisting of 640 acres) in 1954 for \$20,500. In the late 1970s the homeowners association of Bar Nunn Ranch Subdivision experienced deficiencies in services related to snow removal and street repairs and voted to incorporate as a municipality. The Subdivision became a Town in 1982.

The Town of Bar Nunn has grown significantly in the last fifteen years, largely due to its proximity to Casper and availability of lower priced housing. The population was 936 in 2000 but jumped 136.4% to 2,213 by the 2010 Census. The Town was originally platted on the former airport, meaning that principal roadways are runways. Newer developments have started on the west and north sides of town; these are the principal drivers of new residential growth. Despite the rise in residential growth, commercial development has been slow to follow with only a handful of businesses in the town.

Current issues facing the Town of Bar Nunn include the construction of a new interchange on I-25 and Westwinds Road which may spur economic development (scheduled for 2018), adjustment to existing growth management agreements which have tripled the current town's potential footprint, providing adequate recreational opportunities for the town (listed as the top priority on the 2014 One Cent process surveys), relieving traffic congestion at peak travel hours, providing alternative transportation access to the town, providing adequate public safety coverage, building a new town hall, and pursuing commercial development. Residents are also concerned about speeding. The Town Council has expressed an interest in a Form-based Code or Overlay District at the new interchange to ensure an attractive gateway to the community, pursue an access management strategy, and attract private investment.

Evansville

Evansville was a result of the Homestead Law which allowed the government to grant public land free or at low cost to settlers who would live on the land and make it productive. W. T. Evans, an English immigrant, settled at the present town site in 1902, making it into a prosperous ranch. His homestead still stands in Evansville. During the oil boom years of 1918 to 1920, part of the ranch was sold to the Socony-Mobile and Texas Oil companies. This move brought families into the area seeking employment at the refineries. Mr. Evans had the town surveyed and platted in 1921. The streets were named after pioneers of the community and the various ores found in the mountain area to the south. The Town of Evansville was incorporated May 15, 1923.

Evansville has also experienced significant residential growth since the last iteration of a Comprehensive Plan. Between 2000 and 2010, the town grew 12.8% in total population. Its proximity to I-25, the Old Yellowstone Highway, the BNSF railroad, and an oil refinery have led to robust commercial and industrial growth as well. Evansville is home to several hotels, restaurants, small commercial strip malls, and a prime recreational location on the North Platte

River. Most of the available land within existing town boundaries has been developed or platted; however, significant land on the north bank of the North Platte has been annexed into Evansville. Currently, there is no street access to allow development in those areas.

Current issues facing the Town of Evansville include the construction of a secondary access into the town, balancing residential and commercial development, and preserving small town quality of life. At present, all access into Evansville requires passing at-grade railroad crossings. Trains frequently block access into and out of town, presenting serious public safety concerns. The Town is pursuing construction of a bridge at the north end of Platte Park Road which would connect to the City of Casper via Metro Road.

Mills

Mills has a rich history, including being a part of the Oregon and Mormon Trails during the westward migration of the mid-1800s. The major crossing for settlers on the North Platte River was the Mormon Ferry. Two of the many routes used by early settlers heading west came through Mills, including the Poison Spider route. The Poison Spider route ran across lower Mills, while the southerly routes crossed at Fort Caspar on the Platte Bridge.

Mills is the largest of the three towns bordering Casper with a population of 3,461 in 2010. Between 2000 and 2010, Mills grew over 33% in population. Its historical significance and its place as the gateway to Casper from the west have helped it maintain a steady influx of residential, commercial, and industrial development. Numerous oil and gas support businesses line the U.S. Highway 20-26 corridor in or near Mills. As the town has continued to expand, new residential construction has started in the southwestern portions of town. The construction of WY Highway 257 (West Belt Loop) will open up more areas for development for Mills because portions of the highway lie within Mills' growth boundary.

Mills has several land use concerns, including identifying a "downtown" or center for the town, attracting a diversity of commercial and recreational opportunities, and determining the best land use policies given potential annexations within its growth boundary. Transportation concerns include creating safe roadways capable of handling rapid growth while still providing recreational paths and multimodal transportation balance. Housing is a major concern, particularly determining housing alternatives to attract buyers within all levels of home ownership. Finally, economic development will play a critical role in the development of Mills as it is bisected by Highway 20/26, the Shoshoni Bypass freeway connector, and the future West Belt Loop (WY 257), establishing the town as a clear western gateway to the Casper area.

PLANNING AND DEVELOPMENT BACKGROUND

The MPO desires to place emphasis on applying transportation strategies to enhance general quality of life in this Comprehensive Plan update. The successful consultant should propose strategies to promote a strong transportation system that encourages economic growth.

Area communities find it critical to pursue land use strategies that encourage variety and balance in future developments. These strategies will substantially influence the following framework sections:

Vision 1— Transportation Choices

Vision 2— Distinct Character and Attractive Gateways

Vision 3— Attainable Housing

Vision 4— Diverse Economy

Vision 5— Cohesive Residential Neighborhoods

Vision 6— Open Space Connections

SCOPE OF SERVICES

The MPO can commit up to \$60,000 to complete all phases of this project. Preference will be given to the consultant that can provide depth and variety in the public engagement process. The final product should be guided by the Consultant and vetted through the MPO, but driven by residents.

The Consulting team shall prepare a Transportation Element update for Bar Nunn, Evansville, and Mills under the guidance of a Steering Committee. The Steering Committee includes staff, Planning and Zoning Commissions, members of city councils, representative(s) from the Casper Area Economic Development Alliance (CAEDA), the Casper Area Transportation Coalition (CATC), the Natrona County School District (NCSD), neighborhood representatives, and citizen groups. The Steering Committee shall be managed by the MPO Manager. The Steering Committee will oversee the planning and development process. The resulting plans shall represent the community's vision for each jurisdiction (Bar Nunn, Casper, Evansville, and Mills).

A. Comprehensive Plan Transportation Elements for Bar Nunn, Evansville, and Mills

Task One: Initial Review and Plan Assessment

Bar Nunn, Mills, and Evansville seek updates to the Transportation Element of their Comprehensive Plan. Bar Nunn last completed a "Community Development Plan" in 2008, Evansville completed a "Community Development and Road Plan" in 2005, and Mills last completed a comprehensive plan in the early 1990s. The Consultant will review these plans and any other literature related to transportation projects within each municipality.

The Consultant will evaluate population growth, population density, and housing stock variety for each municipality. They should also evaluate existing land uses, commercial centers, employment data, economic development policies and activity, and traffic patterns. This data shall be compiled in a manner that may be used to update the regional travel demand model.

Task Two: Public Engagement

The Consultant will work with MPO Staff and the Steering Committee to develop a public engagement strategy that includes **both** consultant and local staff resources and time. This task will include a Project Kick-off with each city council and the community and shall include any or all of the following: generate necessary background information; varied community meetings with residents; monthly reports to the Steering Committee; and a final presentation to each Planning and Zoning Commission and each City Council for public review. Commission meetings and Council meetings may be combined or piggybacked when possible.

The successful candidate will incorporate a mix of meetings in both number and form. **The MPO expects the consultant to propose a dynamic public engagement plan as part of the RFP process.** MPO staff will be available to conduct public engagement activities as directed through the Consultant's public engagement plan.

For example, Consultant may consider the following (this list should be used only as a suggested guide and is not to be construed as a requirement):

1. Standard public meetings
2. Host a walkability or a bike tour with residents to discuss bicycle and pedestrian needs
3. Conduct a public meeting on board a transit bus on its regular route, encouraging a mix of current riders and non-riders
4. Host small group meetings with area businesses and their employees (retail store staff meeting; realty teams; medical offices, etc)
5. Meet with PTA groups at area schools
6. Use local staff to organize and lead cottage meetings in residential neighborhoods
7. Distribute "Community Comment" cards at local coffee shops, where each consumer receives a short survey relevant to the Comp Plan which they complete while waiting for their coffee
8. Online collaborative tools, such as MySidewalk or similar
9. Other nontraditional suggestions by the consultant

In general, the Consultant should pursue opportunities to bring discussion to the public and avoid asking the public to come to the discussion. It is the MPO's goal to have at least one organized form of public engagement each week during the project timeline.

The Consultant may rely on MPO staff to complete many of these activities. Staff will provide assistance for public engagement activities in the form of distribution and collection of surveys and public input, augmenting consultant staff to conduct public meetings, arranging meeting locations, and the creation of invitation lists. Staff assistance will also include social media and

online engagement programs, which may include mediums such as Twitter and Facebook. However, the MPO expects the Consultant to be the public face of this project despite local staffing assistance.

Task Three: Transportation System Analysis

Using the data collected in Task One, the Consultant will analyze trip generators through evaluation of land uses, housing, and economic development policies. This information should be in a format to be included with an update of the Casper Travel Demand Model. *We do not expect the Consultant to do modeling*; however, having staff capacity to assist the MPO with its modeling efforts would be appreciated.

The Consultant will conduct a transportation needs analysis for each town (transit, active transportation, freight, and automobile). This needs analysis should identify gaps in mode share as well as identify impediments to transportation choice. The Consultant should look at local laws, policies, land use, traffic volumes, and other sources of information. This analysis will form the basis of discussion for resident input during public engagement activities.

Task Four: Policy Recommendations:

Most importantly, the Consultant shall **achieve a general community vision for 2030** through the lens of a robust transportation network. This may include recommendations to transportation, land use, housing, town centers, recreation, and economic development policies. Final recommendations should reflect this community vision.

Specific visioning requests of each town include:

- Bar Nunn: Gateway, land use, and access management for the corridor around the new interchange
- Mills: Pedestrian safety and access management for a proposed “Downtown” or “River Promenade”
- Evansville: Safety and capacity concerns for entrances into town in the south (Lathrop Road at Curtis Street) and a potential new gateway north of the river (as-yet undeveloped)

The Consultant will help the towns prioritize projects needed achieve the Community Vision.

Examples of hypothetical recommendations:

- Through the visioning process, the Consultant learns that residents desire greater access to transit services. The Consultant may provide a turnkey model of a multimodal traffic impact study the towns may use *en lieu* of a standard Traffic Impact Study for new developments that accommodate bus pull outs, shelters, and placemaking strategies for transit.
- Through the visioning process, the Consultant learns that residents desire lower speeds, but Town Code has historically required wide ROW streets resulting in higher speeds. The Consultant may provide recommendations for speed zone or municipal code

modification, innovative traffic control, and traffic calming measures and model specific examples in the town.

- Through the visioning process, the Consultant learns that residents are concerned about access to their community. The Consultant may recommend a Major Street Plan for expansion of the town's street network.

It is imperative to remember that each town will receive a separate plan. Any data, particularly GIS files, and support documentation shall be submitted with final copies.

PRE-PROPOSAL CONFERENCE

The Project Team will host a Pre-Proposal Conference on February 19 11:00 AM MST. Attendance at this conference via conference call is **mandatory**. Only firms that have participated in this conference will be allowed to propose.

SUBMITTAL SUMMARY & RECOMMENDED FORMAT

RFP responses shall be provided in five (5) paper copies and one (1) thumb drive or CD and shall include the following items, along with additional materials demonstrating the Consultant Team's expertise and capability:

1. A detailed written description of the Consultant Team's approach to the project, including the public engagement process and intended extent of public involvement, including a Project Kick-Off.
2. The expertise of the team assembled by the Consultant, including general and multi-disciplinary qualifications, specific evidence of relevant experience creating comprehensive plans, and a listing of the key personnel that will carry out the work. Each vendor should designate the key staff of their project team (not including administrative or support staff).
3. Qualifications of staff and ability to produce GIS and IT deliverables in a format acceptable to the MPO in a timely manner. Also include an action plan for developing, creating, and transferring GIS deliverables to the MPO. We care enough about this particular subset of staff qualifications that we will attribute a specific weight to it in evaluations.
4. A summary of comprehensive plan projects (in progress or completed) undertaken by the Consultant and/or Team members including: reference name; current status of plan; public involvement in plan formulation; client type; total cost, including contract modifications; and size/scale of geographic area.
5. A digital copy (including appendices) of at least one municipal Comprehensive Plan from the summary above that was created by the Consultant and adopted, with supporting materials indicating implementation status of the plan.

6. A timeline associated with each potential phase and task including proposed meetings and presentations and the overall update process. This section should also address project management strategies to ensure timely completion of the updates.
7. Proposed budgets should be included in a separate and sealed envelope.

Written questions related to this RFP should only be directed to the Casper Area Metropolitan Planning Organization.

EVALUATION OF SUBMITTALS

The Project Team is seeking a consulting team that will successfully strike a balance between technical expertise and responsiveness to community feedback. Submission of supporting documentation of a previous client's successful plan implementation will play a critical role in the evaluation process.

Consultants responding to this RFP must demonstrate the following:

1. Experience in preparing, writing, and implementing municipal comprehensive plans.
2. Experience in building community consensus to support innovative plan structures.
3. Experience in identifying, evaluating, and explaining the essential qualities of community design and character.
4. Data and technical expertise (i.e. gathering, interpolating, analyzing, managing, assembling, applying data in meaningful and relevant ways, etc.).
5. Strong graphic design skills.
6. Strong written and oral communication skills.

The MPO will evaluate all submittals to determine which Consultants have the experience and qualifications that are the best fit for this project. The MPO may request personal interviews with Consultants and/or additional information which may include, but is not limited to, the following: detailed methodology description; work program details; project management methods; communication methods with the MPO and the public (i.e. project progress, reviews, public meeting opportunities, etc.); identification of key personnel and project roles; hourly rates for personnel; and data expected to be provided by the MPO.

The MPO reserves the right to reject any and all proposals, to waive informalities and irregularities in proposals, and to enter into a contract with any Consultant based solely upon the initial proposal.

AVAILABLE DOCUMENTATION

Logos from the City and the MPO are available upon request.

Planning:

- 2000 Comprehensive Plan (Current)

Housing & Community Development (H&CD):

- Casper Area “Boomer” Study

Metropolitan Planning Organization (MPO):

- Connecting Casper 2040 Long-Range Transportation Plan (LRTP) Update
- Casper Area Trails, Paths, and Bikeways Plan (CATPBP)
- Transportation Improvement Program (TIP)
- Unified Planning Work Program (UPWP)
- Highway 20/26 Enhancement Study
- Casper Walkability Study
- Safe Routes to School
- Wyoming Boulevard Side Path Feasibility Study
- Polaris Drive PEL Study
- Blackmore Subarea Traffic Study
- Bar Nunn I-25 Interchange Study
- I-25 Entryways and Beautification Study
- Transit Development Plan (2015)
- Platte Park PEL Study (2016)

Casper Area Economic Development Alliance (CAEDA):

- Five-Year Strategic Plan (2013)

OTHER

Tentative Selection and Project Schedule:

February 8, 2016	RFP released
February 19, 2016	Pre-Proposal Conference
March 4, 2016	Written Question Deadline
March 18, 2016	Proposals due
March 23, 2016	Proposal Compliance Review by staff
March 28, 2016	RFP Review/Selection by Technical subcommittee - MPO Manager - Staff from Bar Nunn, Mills, and Evansville
Week of April 11	Finalist Interviews
April 18, 2016	Federal Compliance Review of selected consultant by staff
Late April	Notice of Award
May 2016	Contract Negotiation
June 13, 2016	Selected Proposal to MPO Policy Committee
July 5, 2016	Contract Authorization by Casper City Council
July 11, 2016	Project Kickoff

Conflicts of Interest:

A qualification statement shall specifically address any possible conflicts of interest and the Consultant's position or response as to whether or not such other work or relationship may be deemed a conflict of interest with this study.

Special Qualifications:

The qualification statement shall identify any specific credentials which might make the Consultant uniquely skilled to provide the requested services. These may include similar work experience related to another community of similar size or a project of similar design.

Subcontractors:

The Consultant shall be responsible to retain and pay for the services of any subcontractor necessary to complete the work. The Project Team and the Consultant must mutually agree to the use of any subcontractor which the Consultant desires to retain.

Ownership:

The Project Team will retain full ownership of any and all data and materials derived from this project. The Project Team will also retain full control of the distribution, use and sale of these data. The Consultant is prohibited from using or redistributing these data without prior approval of the Project Team.

Response Material Ownership:

The material submitted in response to the RFP becomes the property of the MPO and will only be returned to the Consultant at the MPO's option. Responses may be reviewed by any person after a contract is entered into with the successful Consultant. The MPO has the right to use

any or all ideas presented in reply to this request. Disqualification of a Consultant does not eliminate this right.

Acceptance of Proposal Content:

The contents of the proposal of the successful Consultant may become a contractual obligation if the MPO wishes to execute a contract based on the submitted proposal. Failure of the successful Consultant to accept these obligations in a contract may result in cancellation of the award and such Consultant may be removed from future solicitations.

Reference Checks:

The MPO reserves the right to contact any reference or any client listed in the documents for information which may be helpful in evaluating the Consultant's performance on previous assignments. Consultant shall include a list of organizations (local and otherwise) for this purpose.

Sample Contract:

The MPO has included an example of a previous contract for firms to assess prior to submitting a proposal. The successful firm will be able to execute a similar contract with negotiations only in the Scope of Work. Consultants stipulating that the MPO must use their contract or agreement may be determined non-responsive and their Proposal determined unacceptable.

Personnel Changes:

The City of Casper reserves the right to re-negotiate or terminate the contract if there is a significant (50%) change in the Consultant's key personnel or with any change with the Consultant's Project Manager. In addition, the City may remove any key personnel from the Consultant's team if that person is deemed unsuitable or a hindrance to the cooperative completion of the project.

EXAMPLE CONTRACT

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

THIS AGREEMENT is entered into on this _____ day of _____, 2014, by and between the City of Casper, Wyoming, 82601, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming, hereinafter referred to as the "Agent," and _____, hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, Agent has been appointed by the Policy Committee of the Casper Area Metropolitan Planning Organization (MPO) by its participating jurisdiction members to act as its contracting agent in order to carry out its functions and fiscal management; the MPO being referred to herein as the "Owner"; and,

WHEREAS, the voting members of the Policy Committee of the MPO have approved, in writing, the execution and implementation of this Contract by the Agent; and,

WHEREAS, pursuant to this Agreement, Agent is undertaking professional services for I-25 Entryways and Design Standards, hereinafter referred to as the "Study"; and,

WHEREAS, Agent desires to retain the Consultant to render certain technical and professional services to complete the necessary work for the Study; and,

WHEREAS, Consultant represents that it is prepared to provide such services in accordance with the conditions hereinafter provided and all of the duties and obligations imposed by this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein the parties agree as follows:

I. SCOPE OF SERVICES.

The Consultant agrees to perform all the services hereunder, using reasonable skill and judgment in accordance with sound business and professional standards. The Consultant agrees to keep the Agent thoroughly informed of its progress through monthly written reports. The Consultant shall also maintain accurate records of hours dedicated to each task by each employee relating to its services in connection with this Study as required by the Agent to be presented with each request for payment.

Subject to the sub-consultant limitations of Part II, paragraph 10 of this Agreement, the Consultant agrees to perform, directly or by association with such other consultants or contractors as it may deem necessary to further the interest of the Agent, the services as set forth in Exhibit "A" (Scope of Services). Minor adjustments in the emphasis and scope of each task may be made by mutual written agreement between the Agent and the Consultant upon receiving the approval of the MPO Policy Committee.

II. TIME OF PERFORMANCE:

The Consultant agrees to begin work on the Study following receipt of a written notice to proceed from the Agent.

The Study shall be undertaken and completed on or before June 30, 2015, including the delivery of a final report in both print and electronic format, any relevant data files, and all public meetings.

In the event that additional work or force majeure prevent completion of the services to be performed under this Agreement in the times specified, the Agent, with the written approval of the Owner, may grant a time extension for any or all parts of the work, provided that written application is made by the Consultant to the Agent within ten (10) days after any such additional work or force majeure is identified.

III. COMPENSATION:

In consideration of the performance of services rendered under this Agreement, the Consultant shall be compensated for services performed in accordance with this contract, not to exceed a fee of Fifty Thousand Dollars (\$50,000). See Exhibit A.

IV. METHOD OF PAYMENT:

Payment will be paid within thirty (30) days following receipt of an itemized invoice of services rendered in conformance with this Agreement, from the Consultant. Consultant shall submit with the invoice a voucher for payment from the Consultant specifying that it has performed the services rendered under this Agreement, in conformance with the Agreement, and that it is entitled to receive the amount requested under the terms of the Agreement. Payments will be made following approval by the City Council.

For the purposes of this Agreement, the Agent will retain five percent (10%) of the agreed compensation, totaling Two Thousand Five Hundred Dollars (\$5,000), which will be payable upon submission of a final invoice from the Consultant to the Agent following the reception of all deliverables as listed in the scope of services and the Owner's approval of the study at an MPO Policy Committee meeting.

If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.

V. TERMS AND CONDITIONS:

This Agreement is subject to and incorporates the provisions attached hereto as PART II - GENERAL TERMS AND CONDITIONS. The following additional Exhibits, as attached hereto are incorporated herein at this point as if fully set forth as part of this Contract:

Exhibit A: Scope of Services

Exhibit B: MPO Policy Committee Approval

Exhibit C: Notice to Consultant Compliance with Title VI of the Civil Rights Act of 1984 for Federal Aid Projects

Exhibit D: Certification of Consultant

Exhibit E: Certification of Agent

Exhibit F: Certification of Suspension or Debarment

VI. EXTENT OF AGREEMENT:

This Agreement represents the entire and integrated Contract between the Agent and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by the Agent and Consultant with the prior written approval of the Owner.

IN WITNESS WHEREOF, the Agent and the Consultant have executed this Contract as of the date first above written.

APPROVED AS TO FORM:

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation, as Agent:

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

WITNESS:

By: _____

Printed name: _____

Title: _____

Peaks to Plains Design, P.C., as Consultant:

By: _____

Printed name: _____

Title: _____

CONTRACT FOR PROFESSIONAL SERVICES
PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

The Agent, with the written consent of the Owner, may terminate this Contract anytime by providing thirty (30) days written notice to the Consultant of intent to terminate said contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Contract shall, at the option of the Owner, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Agent or Owner for damages sustained by the Agent or Owner, by virtue of termination of the contract by Consultant or any breach of the Contract by the Consultant, and the Agent may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the Agent or Owner from the Consultant are determined.

2. CHANGES:

The Agent, with the Owner's written approval may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the Agent and the Consultant, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Consultant's compensation, as set forth above, unless approved by Resolution adopted by Agent with Owner's approval.

3. ASSIGNABILITY:

The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Owner: provided, however, that claims for money due or to become due the Consultant from the Agent under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the Agent.

4. AUDIT:

The Agent or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific contracted Study for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNERSHIP OF STUDY MATERIALS:

It is agreed that all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Contract shall be considered the property of the Owner, and upon completion of the services to be performed, they will be turned over to the Agent provided that, in any case, the Consultant may, at no additional expense to the Agent, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the Agent. Consultant shall not be liable for any modifications to documents prepared by Consultant which are made without its advice after delivery of such documents to Agent and Owner, nor shall Consultant be liable for their use by Agent or Owner without Consultant's consent in projects other than the Project.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Contract, shall be deemed confidential and none shall be made available to any individual or organization by the Consultant without the prior written consent of the Agent and Owner, except by order of any court with jurisdiction.

8. GOVERNING LAW:

This Contract has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Wyoming. The Consultant shall also comply with all applicable laws, ordinances, and codes of the Federal, State, or local governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City of Casper. All of the services required hereunder shall be performed by the Consultant, or under its supervision,

and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable State or Federal laws.

10. SUBCONSULTANT:

The Consultant shall not employ any Subconsultant to perform any services in the scope of this study, unless said Subconsultant is approved in writing by the Agent. Said Subconsultant shall be paid by the Consultant. Agent hereby approves the following Subconsultants for this Project:

Fischer Bouma Partnership
Global Posistions, LLC

11. TECHNICAL:

The Consultant shall provide a single point of contact to address technical issues and the distribution and receipt of data. Likewise, the City will provide a single technical contact to assure follow-through on deliverables. All GIS-based data will be disseminated and returned in a standardized format (as defined by City IT Staff) that can easily be integrated with existing City of Casper data. The Consultant will consult the City's Point-of-Contact to obtain current coordinate information to which data will be tied. The data will be submitted in **ArcGIS format, either a shape file or geodatabase.**

12. INSURANCE AND INDEMNIFICATION:

A. Prior to the commencement of work, Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its subcontractors, agents, representatives, or employees.

B. Minimum Scope and limit of Insurance.

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of two hundred fifty thousand dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of five hundred thousand dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of two hundred fifty thousand dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of five hundred thousand dollars (\$500,000) for all claims arising

out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. Higher Limits. If the Consultant maintains higher limits than required under this Agreement, then the Agent and Owner shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agent and Owner.

D. Other Insurance Provisions

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

1. Additional Insured Status

The Agent and Owner, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. Primary Coverage

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

3. Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the Agent. Such notice to the Agent shall be provided in a commercially reasonable time.

4. Waiver of Subrogation

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

5. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Agent. Unless otherwise approved by the Agent in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the Agent, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the Agent may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the Agent.

7. *Claims Made Policies*

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

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least ten (10) years after completion of the contract of work*. However, consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *ten (10) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

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

9. *Subcontractors*

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

10. *Special Risks or Circumstances*

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

E. Consultant agrees to indemnify the Agent, the Owner employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence of the Consultant and any subcontractor thereof.

13. INTENT:

Consultant represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Consultant shall perform all of the services to be provided for the compensation set forth in this agreement. Consultant also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the Agent and Owner. Consultant agrees that it has made a careful examination of the services to be rendered, and that the Contract price is adequate compensation for all the services to be rendered under the terms of this Contract.

14. WYOMING GOVERNMENTAL CLAIMS ACT:

The Agent and Owner do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the Agent and Owner specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.

15. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Agreement 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 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 an action for the breach of this Agreement.

16. 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. Agent shall notify the Consultant of any state or federal determination of noncompliance.

17. ENVIRONMENTAL POLICY ACTS:

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

18. HUMAN TRAFFICKING:

As required by 22 U.S.C. 7104(g) and 2 C.F.R. Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:

- A. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
- B. Procures a commercial sex act during the period of time that the award is in effect;
or
- C. Uses forced labor in the performance of the award or subawards under the award.

19. 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 Agent may, at its discretion, terminate this Agreement without liability to the Agent, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

20. LIMITATIONS ON LOBBYING ACTIVITIES:

By signing this Agreement, the Consultant certifies and agrees that, in accordance with Public Law 101-121, payments made from a federal grant shall not be utilized by the Consultant or its Subconsultants in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

21. MONITORING ACTIVITIES:

Agent 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.

22. NON-DISCRIMINATION:

The Consultant shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyoming Statute § 27-9-105 et seq.), the Americans With Disabilities Act (ADA), 42 U.S.C. § 12101, et seq., and the Age discrimination Act of 1975 and/or any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

23. PROFESSIONAL REGISTRATION:

The Consultant shall endorse, as required by law, plans and reports prepared under this Agreement, and shall affix thereto his or her seal of professional registration, showing that he or she is licensed to practice in the State of Wyoming.

24. 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 Owner, the Wyoming Department of Transportation (WYDOT) and the Federal Highway Administration (FHWA) as the sponsoring agency and shall not be released without prior written approval of the Agency and WYDOT.

25. 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 Executive Order 12549 (Debarment and Suspension) and CFR 44 part 17, or are on the debarred vendors list at www.sam.gov. Further, the Consultant agrees to notify the Agent by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Agreement.

26. NO GOVERNMENT OBLIGATION TO THIRD PARTIES:

No Obligation by the Federal Government.

a. The Purchaser and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of liabilities to the Purchaser, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

b. The Consultant agrees to include the above clause in each Subcontract financed in whole or in part with Federal assistance provided by Federal Transit Administration (FTA). It is further agreed that the clause shall not be modified, except to identify the Subconsultant who will be subject to its provisions.

27. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

a. The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying

contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

b. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Consultant, to the extent the Federal Government deems appropriate.

c. The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subconsultant who will be subject to the provisions.

28. FEDERAL CHANGES: 49 C.F.R. Part 18

Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (18) dated October, 2011) between purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

29. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS: FTA Circular 4220.1F

Applicability: The incorporation of FTA terms applies to all contracts.

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any City of Casper requests which would cause the City of Casper to be in violation of the FTA terms and conditions.

30. LOBBYING: 31 U.S.C. 1352, 49 C.F.R. Part 19, and 49 C.F.R. Part 20

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*] Consultants who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay a person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of

Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

31. ADA ACCESSIBILITY: 42 U.S.C. 1201 *et seq.*

Applicability: The Federal Privacy Act requirements flow down to each third party Consultant and their contracts at every tier.

The following requirements apply to the Consultant and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The Consultant agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Consultant agrees to obtain the express consent of the Federal Government before the Consultant or its employees operate a system of records on behalf of the Federal Government. The Consultant understands that the requirements of the Privacy Act, including the civil and criminal penalties for violations of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

2. The Consultant also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.