

**Board of County Commissioners - Staff Report****Meeting Date:** April 10, 2018**Submitting Dept:** Public Works**Presenter:** Brian Schilling**Subject:** Consideration of a Notice of Award and Contract Approval to Jorgensen Associates for the Path 22 Wilson to Snake Civil Design Services**Statement / Purpose:**

Consideration of Notice of Award and Contract for Civil Design Services to Jorgensen Associates for the Path 22 Wilson to Snake River pathway project.

Background / Description (Pros & Cons):

Please see the Staff Report from the March 6, 2018 meeting for project background. Link:

<http://www.tetoncountywy.gov/DocumentCenter/View/6062>

The original scope of work specified conceptual (30%) design and engineering for the entire project area from downtown Wilson to the east terminus at the Snake River and/or the existing pathway near Stilson Ranch, including engineering of a pathway and underpass east of Green Lane. Because Commissioners expressed concern that this area overlaps the WYDOT project area for the 22/390 intersection reconstruction and Snake River Bridge replacement, staff modified the initial scope of work to remove design and engineering for any pathway east of Green Lane. There are several benefits to this approach:

1. It eliminates the risk of having to remove any pathway that might be in the way of WYDOT's new intersection/road section.
2. It provides the opportunity for WYDOT to handle the design and construction of the pathway east of Green Lane, which could potentially reduce overall project costs to Teton County.

The revised scope includes Task 1 (Team Kickoff and Field Review), Task 2 (Concept Design and Alignment Analysis), as well as limited coordination with WYDOT for the east of Green Lane segment. Staff proposes to include this segment in the initial field visit task and alignment analysis to address conceptual alignment questions. The revised scope removes all of Task 3 (Preliminary Design – 30%). The proposal from Jorgensen Associates for this revised scope of work is a not-to-exceed amount of \$53,110.

Stakeholder Analysis & Involvement:

Staff has discussed the revised scope with Keith Compton (WYDOT District 3 Engineer) and he concurs with the approach of including limited preliminary planning in the initial scope of work and delaying the detailed engineering (and construction) of an underpass and pathway east of Green Lane to coordinate with WYDOT's intersection/bridge design and construction process.

Fiscal Impact:

The proposed fee for the original scope of work (including engineering of a pathway and possibly an underpass east of Green Lane) was a not-to-exceed amount of \$167,589. The revised scope of work reduces that to a not-to-exceed amount of \$53,110 as described in the attached Exhibit A to the contract. There are currently \$42,942 remaining in the FY18 budget (out of the budgeted \$55,000) for this work. Ideally, staff will find sufficient funds (\$10,168) in the FY18 Pathways budget (or elsewhere) to cover the full amount. If not, staff proposes to work with the consultant to determine a logical stopping point and limit the consultant's work to a not-to-exceed amount of \$42,942 and further requests consideration to fund the balance for this work in the FY19 budget.

Upon completion of conceptual design, the contract may be amended to add the scope of work necessary to complete the design. Funds to cover this concept design have been requested in the FY19 budget but additional funding, not yet requested, would be required to take the design to construction.



Board of County Commissioners - Staff Report

Staff Impact:

The Wilson to Snake River project will be the main capital project focus for pathways staff over the next year and will occupy a moderate portion of the Pathways Coordinator's time, likely on the order of 5-10 hours per week on average. Other Teton County Engineering staff, including Amy Ramage and Lloyd Wisner, will also be involved in the planning and design process. Staff from other Teton County departments may be impacted as well. Parks and Recreation, Road and Levee, and Teton County Planning staff will likely be asked to participate in initial planning and subsequent draft plan reviews. Legal staff will be asked for assistance with easements and contract review. Impacts will likely not be significant in terms of total hours.

Legal Review:

Gingery

Staff Input / Recommendation:

Approve issuing a Notice of Award to Jorgensen Associates and approve the contract for conceptual design phase services.

Attachments:

1. Contract and Revised Scope of Work

Suggested Motion:

I move to issue Notice of Award to Jorgensen Associates to provide concept design services for the Path 22 Wilson to Snake River Connector Project, excluding design work east of Green Lane, and to approve the contract for Conceptual Design Phase in an amount not-to-exceed \$53,110.



JORGENSEN

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Teton County Wilson to Snake River Pathway Connector Project
Phase 1 – Preliminary Design Scope Outline and Fee Estimate
February 26, 2017
Revised: March 30, 2018

Scope Revision No. 1:

- A) Remove the design and engineering components east of Green Lane.
- a. Scope does include some planning and some discussion with WYDOT to coordinate conceptual alignment questions about how the long-term connection to the river levee and the existing pathway at Stilson will be made. This will be restricted to showing approximate alignments similar to what was included in the RFP exhibits.
 - b. Scope does include a walk through during the Field Review to discuss underpass locations.
 - c. Eliminates any “hard” engineering for an underpass or pathway east of Green Lane.

Team Makeup and Responsibilities:

Jorgensen Associates, P.C.

- Project Management – Team Lead
- Kickoff and Field Review
- Topographic Surveying- as required/necessary
- Fish Creek Cross Sectional/Bathymetric Surveys for Hydraulic Analysis (as necessary)
- Pathway Design
- Bridge and Tunnel Type Selection Advisement
- Public Involvement
- County Planning Liaison
- Geotechnical Engineering

Loris/Otak

- Bridge Structural Design
- Underpass Structural Design
- Bridge and Underpass Pathway Approach Design
- Pathway Alignment Advisement
- Landscape Architecture
- Hydraulic Analysis

Alder Environmental

- Environmental Permitting

Scope of Work Outline:

1. Team Kickoff Meeting and Field Review – Combined.
 - Project Management.
 - Meeting Preparation – facility, transportation, aerial mapping sheets, etc.

- Kickoff and Field Review – 9 a.m. to 4 p.m.
 - Internal Team Follow up Meeting– Following morning.
 - Meeting documentation – minutes/notes.
2. Concept Design and Pathway Alignment Analysis
- Project Management.
 - Develop Alignment Alternatives through 3 2 Areas (Fish Creek Bridge, Hardeman Ln. to Green Ln., Green Lane to Snake River).
 - **Develop approximate alignment line exhibit for Green Lane to Snake River segment.**
 - Teton County Staff Review.
 - Public Involvement No. 1 – Information Gathering
 - Wilson Community
 - Specific property owner meetings (Fish Creek Investments, Ohnmeis, and Incline Real Estate Holdings).
 - Possible: preparation of easements (permanent recreational access easement)
 - Coordination Meeting with WYDOT.
 - Coordination Meeting with Teton County Planning to identify NRO/SRO requirements.
 - Report Documenting Concept Design process.
3. ~~Preliminary Design – 30% Level of Completion~~
- ~~• Project Management.~~
 - ~~• Pathway Horizontal Alignment (including terminus treatments).~~
 - ~~• Typical Sections.~~
 - ~~• Irrigation and Stormwater.~~
 - ~~• Bridge Type Selection and Layout – 2 Alternatives.~~
 - ~~• Hydraulic Analysis to Determine Bridge Span, height.~~
 - ~~• Geotechnical Evaluation – review existing documentation to identify foundation/pier requirements (Note: Detail investigation during Phase 2)~~
 - ~~• Underpass Type Selection and Horizontal Location (prelim. vertical to ensure clearance, understand groundwater impacts).~~
 - ~~• Develop Hand Drawn Level Renderings~~
 - ~~• Preliminary Opinion of Construction Costs.~~
 - ~~• Staff Review and Incorporate Comments.~~
 - ~~• Present at Board of County Commissioner Public Hearing/Workshop~~
 - ~~• Public Involvement No. 2 – Present Preliminary Design with Renderings.~~
 - Possible – follow up meeting with BCC for 30% plan approval
4. ~~Environmental~~
- ~~• Initial Planning/Identification of Environmental Issues/Constraints~~
 - ~~• Assistance with Environmental Planning~~
 - ~~• Prepare Aquatic Resource Inventory Report~~
 - ~~• Identify permits for development in NRO (i.e. EA and habitat mitigation)~~

Assumptions:

1. Landscape Architect – Limit Phase 1 to renderings.
2. Two bridge alternatives considered for Preliminary Design.
3. Two trips by Loris – Kickoff and Field Review, Combined BCC and Public Involvement No. 1
4. ~~Includes hydraulic analysis and technical memorandum for Fish Creek Bridge, but no permits, LOMR, or CLOMR.~~
5. No hydraulic analysis required for Snake River.



SCOPE OF SERVICES ESTIMATE

Project: Wilson to Snake River Pathway Connector Project - Phase 1
Location: Teton County, Wyoming
Client: Teton County
Prepared by: Jorgensen Associates, P.C.

February 26, 2018
 Rev. March 30, 2018

Task	Jorgensen Estimated Fee	Loris Estimated Fee
Wilson to Snake River Connector Project Design		
Team Kickoff Meeting and Field Review	\$ 7,220	\$ 11,350
Concept Design and Path Align Analysis	\$ 9,680	\$ 23,170
Preliminary Design - 30% Level of Completion	\$ -	\$ -
50% Level of Completion	\$ -	\$ -
50% Level of Completion Review	\$ -	\$ -
Project Manual and Final Plans	\$ -	\$ -
Project Manual and Final Plans Review	\$ -	\$ -
Environmental Regulatory Compliance	\$ -	\$ -
100% Plan Set and CD's	\$ -	\$ -
Subtotal	\$ 16,900	\$ 34,520
Reimbursable Expenses	\$ 1,690	In Above
PROJECT ESTIMATE TOTAL	\$ 18,590	\$ 34,520
TOTAL FEE	\$53,110	

Project: Wilson to Snake River Pathway Connector Project - Phase 1
 Location: Teton County, Wyoming

January 0, 1900

Prepared by: Jorgensen Associates, P.C.

Billing Group	Phase	Task	No.	Engineering						Planning		Geotechnical				Admin	Estimated Cost		
				CADD Tech I	Design Engineer I	Design Engineer II	Project Engineer	Project Manager	Division Manager	Principal	CADD Tech I	Project Manager	Geotech I	Geotech II	Geologist	Project Engineer		Division Manager	Clerical
Billing Rates				90	100	110	125	160	165	220	90	150	100	115	125	135	165	90	
Wilson to Snake River Connector Project Design																			
Team Kickoff Meeting and Field Review																			
		Meeting with Owner and Design Team			2		2			2									\$ 980
		Prepare Materials, Facility, and Transportation	6		12		8												\$ 3,140
		Conduct Field Review			8		8												\$ 2,160
		Internal Team Followup Meeting			2		2										2		\$ 720
		Field Review Report			8		2												\$ 1,200
		<i>Task Description - Subconsultant/mileage/fees</i>																	\$ -
		Phase Subtotal	6	0	32	0	22	0	2	0	0	0	0	0	0	0	2	\$ 7,220	
Concept Design and Path Align Analysis																			
		Project Management					4			2									\$ 1,080
		Develop Alignments			12		4												\$ 1,960
		Staff Level Review			2		2												\$ 540
		Public involvement			12		8												\$ 2,600
		WYDOT Coord Meeting			4		4												\$ 1,080
		Teton County Planning Coord.			2		2												\$ 540
		Concept Design Report			8		4										4		\$ 1,880
		<i>Task Description - Subconsultant/mileage/fees</i>																	\$ -
		Phase Subtotal	0	0	40	0	28	0	2	0	0	0	0	0	0	0	4	\$ 9,680	
Preliminary Design - 30% Level of Completion																			
		Project Management																	\$ -
		Pathways Horizontal Alignment																	\$ -
		Typical Sections																	\$ -
		Irrigation and Stormwater																	\$ -
		Bridge Type Selection																	\$ -
		Underpass Type Selection																	\$ -
		EOPC																	\$ -
		Staff Review																	\$ -
		Present to BCC Public Hearing/Workshop																	\$ -
		Public Involvement No. 2																	\$ -
		BCC Followup																	\$ -
		<i>Task Description - Subconsultant/mileage/fees</i>																	\$ -
		Phase Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	
50% Level of Completion																			
		Plan and profile sheets																	\$ -
		Cross Sections																	\$ -
		Details and Quantities																	\$ -
		Hydraulic Analysis																	\$ -
		Geotechnical Analysis																	\$ -
		Bridge Design																	\$ -
		Cost Opinion																	\$ -
		Survey Allowance																	\$ -
		<i>Task Description - Subconsultant/mileage/fees</i>																	\$ -
		Phase Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	
50% Level of Completion Review																			
		Staff Review Meeting																	\$ -
		Incorporate Comments																	\$ -
		BCC and Incorporate Comments																	\$ -
		<i>Task Description - Subconsultant/mileage/fees</i>																	\$ -

Project: Wilson to Snake River Pathway Connector Project - Phase 1
 Location: Teton County, Wyoming

January 0, 1900

Prepared by: Jorgensen Associates, P.C.

Billing Group	Phase	Task	No.	Engineering							Planning		Geotechnical				Admin	Estimated Cost	
				CADD Tech I	Design Engineer I	Design Engineer II	Project Engineer	Project Manager	Division Manager	Principal	CADD Tech I	Project Manager	Geotech I	Geotech II	Geologist	Project Engineer	Division Manager		Clerical
		Phase Subtotal		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
		Project Manual and Final Plans																	\$ -
		Plan and profile sheets																	\$ -
		Cross Sections																	\$ -
		Details and Quantities																	\$ -
		Bridge Design																	\$ -
		Project Manual																	\$ -
		Phase Subtotal		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
		Project Manual and Final Plans Review																	\$ -
		Staff Review Meeting																	\$ -
		Incorporate Comments																	\$ -
		BCC and Incorporate Comments																	\$ -
		Task Description - Subconsultant/mileage/fees																	\$ -
		Phase Subtotal		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
		Environmental Regulatory Compliance																	\$ -
		Environmental Issue review and Confirm																	\$ -
		Alder																	\$ -
		Phase Subtotal		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
		100% Plan Set and CD's																	\$ -
		Final Documents																	\$ -
		Task Description - Subconsultant/mileage/fees																	\$ -
		Phase Subtotal		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
		Alternative B																	\$ -
		Tunnel/Underpass																	\$ -
		Subconsultant																	\$ -
		Phase Subtotal		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
		Billing Group Total		6	0	72	0	50	0	4	0	0	0	0	0	0	0	6	\$ 16,900
		Reimbursable Expenses-Percent of Labor	10%																\$ 1,690
		Contingency - Percentage of Labor	0%																\$ -
		Project Estimate - Jorgensen Associates, PC		6	0	72	0	50	0	4	0	0	0	0	0	0	0	6	\$ 18,590

Wilson to Snake River~Loris Fee~2018-02-27_Rev

ALL PHASES

TASK #	TASK NAME	TASK DETAIL	Task ID	PIC Scott	Derek	Sean	Dan	Joel	Leng	Sandy	LORIS Subtot	LORIS Expense	LORIS Total	Otak	Otak	SUBS Subtot	TEAM Subtot
RATES			Rate:	180	150	125	165	125	100	80				Hydraulics	Landscape		
1.0	TEAM KICK-OFF AND FIELD REVIEW																
	General																
	Project Management		1-PMG	1	6						\$ 1,080	\$ 100	\$ 1,180			\$ -	\$ 1,180
	Design Meetings		2-MTG	1	1		1				\$ 495		\$ 495			\$ -	\$ 495
a.	Kick-off Meeting																
	Meeting	Prepare for Trip/meeting	2-MTG	1	4	1					\$ 905		\$ 905			\$ -	\$ 905
		Travel & Attend Meeting	2-MTG	8	8						\$ 2,640	\$ 3,000	\$ 5,640			\$ -	\$ 5,640
		Field Review	2-MTG	2	2						\$ 660		\$ 660			\$ -	\$ 660
		Follow-up Meeting & Travel	2-MTG	4	4						\$ 1,320		\$ 1,320			\$ -	\$ 1,320
b.	Data Collection																
	Site Inventory	Obtain existing information	1-PMG		1						\$ 150		\$ 150			\$ -	\$ 150
	Geotechnical	Done in Preliminary Design	1-PMG								\$ -		\$ -			\$ -	\$ -
	Potholing	By others	1-PMG								\$ -		\$ -			\$ -	\$ -
	Survey	By others	1-PMG								\$ -		\$ -			\$ -	\$ -
	Right-of-way	By others	1-PMG								\$ -		\$ -			\$ -	\$ -
	Drainage	By others	21-DRA								\$ -		\$ -			\$ -	\$ -
	Utilities	By others	21-DRA								\$ -		\$ -			\$ -	\$ -
	Landscape	Otak	1-PMG								\$ -		\$ -		\$ 500	\$ 500	\$ 500
	Hydraulics	Otak	1-PMG								\$ -		\$ -	\$ 500		\$ 500	\$ 500
	Environmental	By others	1-PMG								\$ -		\$ -			\$ -	\$ -
	Lighting	By others	1-PMG								\$ -		\$ -			\$ -	\$ -
2.0	CONCEPT DESIGN & PATHWAY ALIGNMENT ANALYSIS																
a.	Schematic Design																
	Project Management		1-PMG		8						\$ 1,200	\$ 100	\$ 1,300			\$ -	\$ 1,300
	Design Meetings		2-MTG	1	1	1	1	1			\$ 745		\$ 745			\$ -	\$ 745
	Quality Control		7-QC								\$ -		\$ -			\$ -	\$ -
	Cost Estimate	Underpass and Bridge	6-COS								\$ -		\$ -			\$ -	\$ -
	Develop Alternates		6-COS								\$ -		\$ -			\$ -	\$ -
	Trail	Consult to Jorgensen for options & cross sections	26-TRA	8	8						\$ 2,640		\$ 2,640			\$ -	\$ 2,640
	Bridge	Develop graphical boards of various potential bridge options	32-PED	2			2	16	4		\$ 3,090		\$ 3,090			\$ -	\$ 3,090
	Underpass	Option A -- Path Only by Jorgensen	30-UND								\$ -		\$ -			\$ -	\$ -
		Hydraulics (Option A)	30-UND								\$ -		\$ -			\$ -	\$ -
		Option B -- Path and Structure	30-UND								\$ -		\$ -			\$ -	\$ -
b.	Review & Meeting	<i>Teton County Staff</i>															
	Meeting	Prepare for Meeting	2-MTG		1		1				\$ 315		\$ 315			\$ -	\$ 315
		Attend GoToMeeting	2-MTG	2	2		2				\$ 990		\$ 990			\$ -	\$ 990
c.	Public Involvement I																
	Prepare for Meeting	Bridge Option Board Revisions & Path revision consulting. Jorgensen path plan drawings colored up.	3-PPR	2	2		2		4		\$ 1,390		\$ 1,390			\$ -	\$ 1,390
	Open House Meeting	Travel and Attend Meeting	3-PPR	12	12						\$ 3,960	\$ 3,000	\$ 6,960			\$ -	\$ 6,960
	Site Visit		3-PPR								\$ -		\$ -			\$ -	\$ -
	Debrief		3-PPR	2	2						\$ 660		\$ 660			\$ -	\$ 660
d.	WYDOT Coordination																
	Prepare for Meeting		3-PPR		1		1				\$ 315		\$ 315			\$ -	\$ 315
	Meeting	GoToMeeting	3-PPR		2		2				\$ 630		\$ 630			\$ -	\$ 630
e.	Teton County Planning																
	Prepare for Meeting		3-PPR		1		1				\$ 315		\$ 315			\$ -	\$ 315
	Meeting	GoToMeeting	3-PPR		2		2				\$ 630		\$ 630			\$ -	\$ 630
f.	Design Report	<i>LORIS prepare sections in report by Jorgensen</i>															
	Bridge		2-MTG	1	1		8	2	2	3	\$ 2,340		\$ 2,340			\$ -	\$ 2,340
	Underpass		2-MTG		4	2					\$ 850		\$ 850			\$ -	\$ 850
3.0	PRELIMINARY DESIGN -- 30%																\$ 23,170
a.	30% DESIGN																
	Project Management		1-PMG								\$ -		\$ -			\$ -	\$ -
	Design Meetings		2-MTG								\$ -		\$ -			\$ -	\$ -
	Quality Control		7-QC								\$ -		\$ -			\$ -	\$ -

Wilson to Snake River~Loris Fee~2018-02-27_Rev

ALL PHASES

TASK #	TASK NAME	TASK DETAIL	Task ID	PIC Scott	Derek	Sean	Dan	Joel	Leng	Sandy	LORIS Subtot	LORIS Expense	LORIS Total	Otak	Otak	SUBS Subtot	TEAM Subtot
	Cost Estimate	Underpass and Bridge	6-COS								\$ -		\$ -			\$ -	\$ -
	Trail	General consultaion and review	26-TRA								\$ -		\$ -			\$ -	\$ -
		Typical Section Review	26-TRA								\$ -		\$ -			\$ -	\$ -
		Irrigation & Stormwater Review	26-TRA								\$ -		\$ -			\$ -	\$ -
		Renderings -- Artistic hand drawing over photo	32-PED								\$ -		\$ -			\$ -	\$ -
	Bridge - 2 Options	Standard Preengineered Truss	32-PED								\$ -		\$ -			\$ -	\$ -
		Custom Girder Bridge Conceptual Design	32-PED								\$ -		\$ -			\$ -	\$ -
		Renderings -- Artistic hand drawing over photo	32-PED								\$ -		\$ -			\$ -	\$ -
		Hydraulic Analysis	32-PED								\$ -		\$ -			\$ -	\$ -
		Bridge Selection Memo	32-PED								\$ -		\$ -			\$ -	\$ -
	Underpass Options	General Layouts	30-UND								\$ -		\$ -			\$ -	\$ -
		Hydraulics _ Option A	30-UND								\$ -		\$ -			\$ -	\$ -
		Underpass Selection Memo	30-UND								\$ -		\$ -			\$ -	\$ -
		Renderings -- Artistic hand drawing over photo	30-UND								\$ -		\$ -			\$ -	\$ -
b.	Staff Review & Meeting																
	Meeting	Prepare for Meeting	2-MTG								\$ -		\$ -			\$ -	\$ -
		Attend GoToMeeting	2-MTG								\$ -		\$ -			\$ -	\$ -
		Incorporate Comments	2-MTG								\$ -		\$ -			\$ -	\$ -
c.	BOCC Meeting																
	Meeting	Prepare for Meeting	2-MTG								\$ -		\$ -			\$ -	\$ -
		Travel and Attend Meeting	2-MTG								\$ -		\$ -			\$ -	\$ -
		Incorporate Comments	2-MTG								\$ -		\$ -			\$ -	\$ -
d.	Public Involvement II																
	Prepare for Meeting	Bridge Option Board Revisions & Path revision consulting. Jorgensen path plan drawings colored up.	3-PPR								\$ -		\$ -			\$ -	\$ -
	Open House Meeting	Travel and Attend Meeting	3-PPR								\$ -		\$ -			\$ -	\$ -
	Site Visit		3-PPR								\$ -		\$ -			\$ -	\$ -
	Debrief		3-PPR								\$ -		\$ -			\$ -	\$ -
e.	BOCC Meeting																
	Meeting	Prepare for Meeting	2-MTG								\$ -		\$ -			\$ -	\$ -
		Travel and Attend Meeting	2-MTG								\$ -		\$ -			\$ -	\$ -
		Incorporate Comments	2-MTG								\$ -		\$ -			\$ -	\$ -
Total Hours				47	73	4	23	19	10	3	27,320						
Total Amount				\$ 8,460	\$ 10,950	\$ 500	\$ 3,795	\$ 2,375	\$ 1,000	\$ 240	\$ 27,320	\$ 6,200	\$ 33,520	\$ 500	\$ 500	\$ 1,000	\$ 57,690
										Checks-->	\$ 27,320	\$ 27,320					\$ (24,170)
	SUMMARY BY PHASE										\$ -						
		Information Gathering		17	26	1	1	0	0	0	\$ 7,250	\$ 3,100	\$ 10,350	\$ 500	\$ 500	\$ 1,000	\$ 11,350
		Concept Design		30	47	3	22	19	10	3	\$ 20,070	\$ 3,100	\$ 23,170	\$ -	\$ -	\$ -	\$ 23,170
		Preliminary Design		0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		TOTAL		47	73	4	23	19	10	3	\$ 27,320	\$ 6,200	\$ 33,520	\$ 500	\$ 500	\$ 1,000	\$ 34,520
											Roundup for Proposed Fee-->	\$ 33,600				Round up-->	\$ 35,000
	Misc										\$ -		\$ -			\$ -	\$ -
	Clarifications:	<ul style="list-style-type: none"> Hydrology will be based on the Effective FIS Hydraulic modeling will be based on the HEC-RAS hydraulic models for the Effective FIS, updated with new cross sections at the project locations (new bridge over Fish Creek, Highway 22 crossing of the Snake River) Any necessary survey is not included It is assumed that either a "no-rise" condition can be achieved or all encroachments of the SFHA will occur outside of the Floodway and thus a Conditional Letter of Map Revision (CLOMR) will not be required. This scope of work does not address issues that may arise from any modifications to the levee system along the Snake River The cost estimate for the Snake River site is the added cost to the Fish Creek site assuming that work is being done and that a single hydraulics report will cover both sites. This scope of work does not include a hydraulic site visit. Should this be necessary, the additional cost would be approximately \$3,700. 															



Schedule of Rates

Engineering Services

Principal Engineer	\$150.00 - \$225.00/hour
Senior Project Manager	\$125.00 - \$175.00/hour
Project Engineer	\$100.00 - \$150.00/hour
Design Engineer	\$80.00 - \$120.00/hour

Geotechnical Services

Senior Geotech Project Manager	\$160.00 - \$200.00/hour
Geotechnical Design Engineer	\$80.00 - \$125.00/hour
Geotechnical Engineering Tech.	\$60.00 - \$100.00/hour

Surveying Services

Principal Surveyor	\$125.00 - 175.00/hour
Senior Survey Project Manager	\$125.00 - 175.00/hour
Project Surveyor	\$100.00 - \$150.00/hour
Survey Party Chief	\$80.00 - \$110.00/hour
Survey Field Technician	\$75.00 - \$100.00/hour

Planning Services

Senior Land Use Project Manager	\$125.00 - 175.00/hour
Land Use Technical Assistant	\$75.00 - \$110.00/hour

Support Services

Senior Design/CADD Technician	\$80.00 - \$120.00/hour
Mapping & Survey Technical Assistant	\$75.00 - \$110.00/hour
CADD Technician	\$75.00 - \$110.00/hour
Clerical/Administrative Support	\$60.00 - \$90.00/hour

Expert Witness/Preparation and Court

\$200.00-\$300.00/hour

Equipment

CADD System	no charge
Copies/Prints/Plots/Field Supplies	no charge
GPS System/Total Station	\$50.00/hour
Survey and Equipment Vehicles	\$ 0.535/mile

Reimbursable Expenses

At cost plus 10%

Consultants

Fee plus 10%

Work done on Saturdays, Sundays or holidays to meet the client's schedule will be charged at 1½ times the above rates for services.

Charges for travel to out-of-office meetings, site visits and court appearances begin on departure from office and end on return to office.

Client Initials _____

**OWNER / CONSULTANT AGREEMENT
DESIGN SERVICES
WILSON TO SNAKE RIVER PATHWAY CONNECTOR PROJECT
TETON COUNTY, WYOMING**

Teton County, Wyoming / Owner
Jorgensen Associates, PC / Consultant

THIS AGREEMENT, entered into this _____ day of _____, 2018 by and between Teton County, Wyoming, hereafter referred to as "TC" and Jorgensen Associates, P.C. consulting firm, a Wyoming Corporation with offices at 1315 Highway 89 South, Suite 201, Jackson, Wyoming 83001, hereafter referred to as "Jorgensen."

WHEREAS, TC requires professional services related to providing civil engineering consulting services on the referenced project; and

WHEREAS, the Teton County Board of County Commissioners, acting in their official capacity, authorized the Board Chairman to execute an Agreement with Jorgensen to engage professional services on the referenced project and at their March 6, 2018 meeting; and

WHEREAS, TC and Jorgensen recognize additional phases of the work may be agreed to and added as an Addendum to this agreement in the future; and

For and in consideration of the mutual promises and covenants hereafter set forth, both TC and Jorgensen agree as follows:

1. TERMS OF AGREEMENT

Execution of this Agreement authorizes performance to commence from the date entered into and, except as may be changed in writing by TC, Jorgensen shall complete all the professional services as described herein on or before October 5, 2018. This Agreement shall remain in force until all construction documents are complete and accepted by TC, in writing.

- a. If additional work is requested by TC in regards to this Agreement or delays beyond the control of Jorgensen prevent completion of the services to be performed under this Agreement in the time specified, TC may grant a time extension to any or all phases of the work, provided a written application is made by Jorgensen within ten (10) days after the alleged delay has occurred.
- b. Jorgensen will make every effort to complete the work in accordance with the requirements of TC and the project specifications.

Wilson to Snake River Pathway Connector Project
Owner/ Consultant Agreement for Design Services between Teton County and Jorgensen Associates
_____, 2018

2. AGREEMENT COORDINATION

TC's representatives, through whom Jorgensen will coordinate all phases of this Agreement and work to resolve any administrative problems that may arise related directly to this Agreement on behalf of TC, will be as named below. All correspondence from Jorgensen to TC shall be directed to the primary contacts listed below unless otherwise specifically provided in this Agreement. In the cases where correspondence is directed to other TC personnel, a copy of the transmittal shall be sent to the primary contacts.

Primary Contact Teton County:

Brian Schilling
Pathways Coordinator
P.O. Box 3594
Jackson, WY 83001
bschilling@tetoncountywy.gov

Jorgensen's representatives, through whom TC will coordinate all phases of this Agreement on behalf of Jorgensen, will be as named below:

Reed Armijo, PE Jorgensen Associates, PC
P.O. Box 9550
Jackson, WY 83002
rarmijo@jorgensenassociates.com

3. AGREEMENT SERVICES AND FEES

The professional services to be provided by Jorgensen and fees paid by TC for said services shall be as outlined below:

a. Project Location:

This project is located in Teton County, Wyoming and generally lies within Sec. 22 and 23, T41N, R117W of the 6th P.M. Generally described as WY22 pathway connecting Wilson, WY and the Snake River.

b. Services:

Exhibit A, Scope Outline and Fee Schedule, from Jorgensen, is hereby made a part of this Agreement and sets forth the schedules and scope of work to be performed under this Agreement.

c. Fees and Payment:

In consideration of the performance of services rendered under this Agreement,

Jorgensen shall be compensated on a time and materials basis at a cost not to exceed fifty three thousand one hundred and ten dollars (\$53,110) for Design Services as shown in Exhibit A, attached hereto and hereby made a part of this Agreement. These costs shall include full compensation for all payroll costs, general overhead, materials, equipment, travel, per diem, bonding, and profit and shall constitute full payment for all services performed under this Agreement, reimbursable expenses, and for all expenditures incurred or made, except as otherwise expressly provided for herein.

Partial payment shall be made by TC on the basis of the progress of the work and per invoices submitted and approved. Itemized invoices indicating task, personnel, hourly rate, and number of hours for each person shall be submitted to TC for payment. These extensions shall be also broken out by the phase of work and the particular work items as described in Exhibit A. All direct and reimbursable expenses shall be broken out by unit cost at a rate set forth in Exhibit B. A progress report of work performed during the billing period shall be included with the payment request and attached to the invoice. All correspondence and invoicing shall include project number, project name, and billing period. If Jorgensen utilizes sub-consultants, a copy of their monthly billing and a short description of the work performed shall be attached to Jorgensen's invoice. Failure to comply with TC's billing policy may result in a delay of payment.

Payment requests shall be submitted no later than sixty (60) calendar days following the completion of the work being billed or at reasonable increments as the work progresses.

Jorgensen shall make payment to all sub-consultants within thirty (30) calendar days from receipt of payment from TC. Jorgensen shall certify such payment by submittal of the subsequent Jorgensen invoice to TC. TC may withhold subsequent payment(s) to Jorgensen if any sub-consultants have not been paid for work satisfactorily completed.

Final payment will not be made until such time as the services and deliverables described herein are submitted and formally accepted in writing by TC.

Jorgensen shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at its office at all reasonable times during the Agreement period and for two (2) years from the date of final payment under this Agreement. Such records shall be available for inspection by TC and copies thereof shall be furnished by Jorgensen, at the owner's expense, if requested.

4. AMENDMENTS

This Agreement, including all Exhibits and attachments, constitutes the entire Agreement

between the parties with respect to the subject matter. Any changes, modifications, revisions or amendments of this Agreement, which are mutually agreed upon by the parties to this Agreement, shall be incorporated by written instrument, executed and signed by all parties to this Agreement.

5. AMERICANS WITH DISABILITIES ACT

Jorgensen shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act P.L. 101-336, 42 U.S.C. 12101, *et seq.*, and/or any properly promulgated rules and regulations related thereto.

6. APPLICABLE LAW/ VENUE

The construction, interpretation and enforcement of this Agreement shall be governed by the laws of Teton County, Wyoming. The Courts of Teton County, Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the District Court in Teton County, Wyoming.

7. ASSIGNMENT/ AGREEMENT NOT USED AS COLLATERAL

Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without prior written consent of the other party. Jorgensen shall not use this Agreement, or any portion thereof, for collateral for any financial obligation.

8. AUDIT/ ACCESS TO RECORDS

Jorgensen will make available to TC or the State its accounting records for progress and post-performance audits when deemed necessary. All records relative to this Agreement are subject to audit, including the assessment of Jorgensen’s overall accounting and internal control system.

Accounting records must provide adequate documentation for the Request for Payments submitted and be available for two (2) years after the close of this Agreement. The accounting system must be dependable with adequate internal controls in use. All employer filings required by Federal and Teton County agencies must be proper and current. The following is provided as a general explanation of what is expected from detail accounting records. As a minimum, but not to be considered all inclusive, the accounting records shall include the following:

Accounting Records Detail

- a. Time logs/sheets supported by detail information: the specific work procedures being billed, amount of time to perform, the day it was performed, by whom it was performed and identification of this Agreement.

- b. Expenses claimed supported by source documentation, receipt, identified to person incurring the expense, logged documentation clearly and directly traceable to the Agreement (identified on a source document). Example: phone calls claimed shall be identified directly on a phone bill, calls claimed and Agreement charged.
- c. Billings separated by category captions, direct charges from Jorgensen distinguished from charges incurred through sub-consultants; charges for labor separate from expenses, etc.
- d. Sub-consultants shall meet the accounting documentation requirements as specified by TC herein.
- e. All financial records shall document compliance with rates and charges established in this Agreement.
- f. Accounting records shall be made available at the request of TC and do not need to be submitted with each monthly billing.

9. AVAILABILITY OF FUNDS

Each payment obligation of TC is conditioned upon the availability of government funds, which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of services performed by Jorgensen, the Agreement may be terminated by TC at the end of the period for which the funds are available. TC shall notify Jorgensen at the earliest possible time of the services, which will or may be affected by a shortage of funds. No penalty shall accrue to TC in the event this provision is exercised, and TC shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section except for those invoices for services already rendered. This provision shall not be construed to permit TC to terminate this Agreement in order to acquire similar services from another party.

10. COMPLIANCE WITH LAWS

Jorgensen shall keep informed of and comply with all Federal, State, and local laws and ordinances in the performance of this Agreement.

11. CONFIDENTIALITY OF INFORMATION AND COPYRIGHT PROTECTION

All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Jorgensen in the performance of this Agreement shall be kept confidential by Jorgensen unless written permission is granted by TC for its release. Copyrighting, or other exclusions placed on any documents or materials developed under this Agreement by Jorgensen, its sublets, agents or assigns shall be prohibited.

12. EXTENSIONS

Nothing in this Agreement, actions or understandings of the parties shall be interpreted or deemed to create an expectation of a continued contractual relationship beyond the terms of this Agreement.

13. INDEMNIFICATION

Jorgensen agrees, to the fullest extent permitted by law, to indemnify and hold TC harmless from any damage, liability, or cost, including reasonable attorneys' fees and costs of defense, to the extent caused by Jorgensen's negligent acts, errors, or omissions in the performance of professional services under this Agreement and those of JA's subconsultants, or anyone for whom Jorgensen is legally liable.

TC agrees, to the fullest extent permitted by law, to indemnify and hold Jorgensen harmless from any damage, liability, or cost, including reasonable attorneys' fees and costs of defense, to the extent caused by TC's negligent acts, errors, or omissions and those of TC's contractors, subconsultants, or anyone for whom TC is legally liable, and arising from the project that is the subject of this Agreement

Jorgensen is not obliged to indemnify TC in any manner whatsoever for TC's own negligence.

14. INDEPENDENT CONSULTANT

Jorgensen shall function as an independent consultant for the purpose of this Agreement, and shall not be considered an employee of TC for any purpose. Jorgensen shall assume sole responsibility for any debts or liabilities that may be incurred by Jorgensen in fulfilling the terms of this Agreement, and shall be solely responsible for the payment of all Federal and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing Jorgensen or its agents and/or employees to act as an agent or representative for or on behalf of TC or to incur any obligation of any kind on the behalf of TC. Jorgensen agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to TC employees will inure to the benefit of Jorgensen or Jorgensen's agents and/or employees as a result of this Agreement.

15. KICKBACKS

Jorgensen warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Jorgensen, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Jorgensen, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, TC shall have the right to annul this Agreement without liability.

16. NON-DISCRIMINATION

JA 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 (W.S. § 27-9-105, *et seq.*), and the American with Disabilities Act (ADA), 42 U.S.C. 12101, *et seq.* JA shall assure that no person is discriminated against based on the grounds of sex, race, religion, color, national origin, age, or disability in connection with the performance of this Agreement.

17. NON-RAIDING CLAUSE

Jorgensen shall not engage the services of any person or persons presently in the employ of TC for work covered by this Agreement without written consent of the employer of such persons.

18. OWNERSHIP OF DOCUMENTS/ WORKPRODUCT

All documents, reports, records, field notes, materials, and data submitted to TC as part of this Agreement are at all times the property of TC. Said documents and/or work products shall be delivered to TC upon request after suspension, termination, or completion of the services of Jorgensen under this agreement at the owner's expense.

19. PROFESSIONAL REGISTRATION

Jorgensen shall endorse, as required by law, plans and reports prepared under this Agreement, and shall affix thereto the seal of professional registration, showing its Professional Engineer(s) is/are licensed to practice in the State of Wyoming.

20. SCOPE OF WORK, PHASING, AND FEE CHANGES

In the event TC requires changes in the scope, character, or complexity of the work to be performed, which said changes cause an increase or decrease in Jorgensen costs or time for performance, an equitable adjustment in fees and completion time shall be negotiated between the parties, and this Agreement shall be amended accordingly by a change order or supplemental document. Work shall not begin on any change in services until the change order or supplemental document describing such services and fees have been executed.

Any claims for additional fees by Jorgensen for services rendered must be made in writing prior to performing such service. Services performed without such prior request and approval may be deemed covered in the compensation and time provided in this Agreement.

21. LIQUIDATED DAMAGES

Liquidated damages are not part of this Agreement.

22. SOVEREIGN IMMUNITY

TC does not waive sovereign immunity by entering into this Agreement and specifically retain all immunities and defenses available to them as sovereigns pursuant to W.S. § 1-39-104(a) and all other Wyoming state or local laws.

23. SUCCESSORS AND ASSIGNS

This Agreement shall be binding on successors and assigns of all parties.

24. TERMINATION OF AGREEMENT

TC reserves the right to terminate this Agreement for certain causes, including the availability of TC manpower to complete the work, the failure of Jorgensen to maintain the established schedules in the Agreement, or for other reasons beyond the control of TC. Such termination shall be effective as of the receipt of such notice or a date described therein. If this right of termination is exercised, compensation shall be made to Jorgensen based upon the work performed prior to termination and any work required to complete the termination. The ownership of the work completed or partially completed at the time of such termination or abandonment shall be retained by TC.

25. WORKERS' COMPENSATION AND UNEMPLOYMENT INSURANCE

Jorgensen shall provide to the Wyoming Department of Employment proof of workers' compensation and unemployment coverage for all its employees, if any, who are to work on the project described in this Agreement. Certificates of good standing in each of the Wyoming Workers' Compensation and Unemployment Insurance programs shall serve as sufficient proof if Jorgensen is statutorily required to participate in those programs. Determinations of this statutory requirement are made by the Wyoming Department of Employment. If Jorgensen's coverage is under a program different from the coverage provided by the Wyoming Department of Employment, proof of coverage shall be satisfied in a manner to be determined sufficient in the discretion of the Wyoming Department of Employment.

Both parties hereto represent that they have read this Agreement, understand it, agree to be bound by the terms and conditions herein, and acknowledge receipt of a signed true and exact copy hereof.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials, thereunto duly authorized as of the dates below indicated.

EXECUTED by Jorgensen Associates, P.C. this _____ day of _____, 2018.

JORGENSEN ASSOCIATES

ATTEST

Reed Armijo, P.E.
Jorgensen Associates, P.C.

EXECUTED by Teton County this _____ day of _____, 2018.

TETON COUNTY BOARD OF COUNTY COMMISSIONERS

Mark Newcomb, Chair

(Seal)

Attest:

Sherry L. Daigle, Teton County Clerk

Attachments: Exhibit A: Scope Outline and Fee Estimate (7 pages)
Exhibit B: Jorgensen Associates, Standard Rate Schedule (1 page)