



Ingenuity. Integrity.
and Intelligence.

March 15, 2025

Anne Even
Community Development Coordinator
City of Lander
240 Lincoln Street
Lander, WY 82520-2848

Re: Maintenance Facilities Master Plan Assessment

Dear Anne,

Ayres is excited about the opportunity to partner with the City of Lander to provide a review and assessment of your community's maintenance facilities. To follow is our understanding of the goals and scope of the project.

PROJECT UNDERSTANDING

We understand that the City of Lander has maintenance facilities in the community at the locations listed below. We understand that many of these sites are not ideally located, have aging facilities and may not provide optimal operating efficiency for staff and crews.

These locations support maintenance operations across the community and each site houses equipment, materials, and sometimes includes staff offices. We understand that the general goal of this effort will be to review these sites and explore ways to increase operational and cost efficiency for maintenance crews and staff through improved facility development and configuration. This could possibly include the consolidation, expansion, or downsizing of facilities and we understand that the overall scope is to review current operations and facilities and provide short- and long-term planning recommendations to improve the sites in the system and, in turn, assist the town in better serving the community.

The following is a list of the sites we are including in the scope of this assessment. We understand that we will be reviewing a large cross-section of sites across the city's maintenance infrastructure to understand the overall system and the potential opportunities for improvement. We will spend less time reviewing and providing recommendations for the lower priority sites but will visit these sites to make holistic, system wide recommendations.

Higher Priority Sites

- City Hall/Police
- City Park
- Facilities for the new Poppo Agie Park
- Airport Site
 - Old and new terminals
 - One shot hangar
 - Fire storage
 - Kinney and Sam Rodgers leased buildings
- Public Works Building
- Garfield Shop (1st and Garfield)

Lower Priority Sites

- Fire Hall

- Cemetery Shop
- Sewer Treatment Facility
- Water Treatment Facility

Other Considerations:

- We also understand that some of the sites have customer interface components which will need to be considered in the recommendations
- The Garfield Shop location may not be the highest best use for that facility and has potential redevelopment opportunities which you would like us to study. If this scenario were to proceed these operational components would have to be relocated.
- The relationship of staffing across the facilities system. Provide general recommendations for reconfiguration and location of staff to increase efficiency and operations.
- Overview for garaging of vehicles and equipment and general recommendations for reconfiguration.

SCOPE OF WORK

The following is our understanding of the scope of work items for this project.

- Review of existing conditions and the listed sites as well as meetings with staff to understand operations and flow (one 2-3 day site visit)
- Proforma study for redevelopment of Garfield Shop location
- High level concept layouts for Garfield Shop location (2 preliminary test fits)
- Recommendations for facilities improvements and reconfiguration

DELIVERABLES

Below are the final deliverables that we will be providing at the conclusion of this effort. The final document will be in a format similar to the recent parks and recreation master plan.

- Graphic overview of each site with existing conditions and recommendations using marked up aerial images
- 2 concept level bubble diagram test fit options for the Garfield site
- High level proforma report for the Garfield Site

SCHEDULE & TIME FRAME

Report completion before end of the fiscal year (summer – what date?)

PROJECT ASSUMPTIONS

- (1) 2-3 Day Site Visit
- (5) Virtual Meetings
- We understand that this will need to be adopted by the city council. We have included one virtual site visit for presentation to council.

PROJECT EXCLUSIONS:

- Public meetings or community engagement

- Site plan studies for locations other than the Garfield Shop
- Cost estimates and cost estimating
- 3D renderings and visualizations
- Engineering or detailed design

PROFESSIONAL SERVICES FEES

\$36,700.00

We are proposing a package of basic services that will provide final deliverables as described above. The budget is presented as a lump sum professional services fee inclusive of travel and other reimbursable expenses.

Contract Terms and Conditions

Attached are "Contract Terms and Conditions" which will apply to the services, and which are incorporated into this proposal by reference.

Acceptance

If this proposal and terms and conditions are acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.

Proposed by Consultant:

Accepted by Owner:

Ayres Associates Inc.

Owner's Name



Signature

Signature

Matthew Ashby

Name

Name

Vice President, Development Services

Title

Title

March 15, 2025

Date

Date

Attachments: Contract Terms and Conditions

**AYRES ASSOCIATES
CONTRACT TERMS AND CONDITIONS**

1. Performance of Services: Consultant shall perform the services outlined in its proposal to Owner in consideration of the stated fee and payment terms.

2. Billing and Payment: Invoices for Consultant's services shall be submitted to Owner on a monthly basis. Invoices shall be due and payable within 30 days from date of invoice. If any invoice is not paid within 30 days, Consultant may, after giving 7 days' notice, without waiving any claim or right against Owner, and without liability whatsoever to Owner, suspend or terminate the performance of services. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance, or the maximum rate of interest permitted by law, if less. Payment will be credited first to any interest owed to Consultant, then to principal. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to the Consultant's compensation. Owner shall pay all costs of collection, including reasonable attorney's fees and costs incurred by consultant, in collecting any amounts due from Owner. No deductions or offsets shall be made from Consultant's compensation or expenses on account of any setoffs or back charges. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Consultant in writing of the specific basis for doing so, may withhold only the portion so disputed, and must pay the undisputed portion.

3. Access to Site: Owner shall furnish right-of-entry on the project site for Consultant and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. Consultant will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

4. Location of Utilities: Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information or instructions which have been furnished to Consultant by others.

5. Hazardous Materials: In the event that unanticipated potentially hazardous materials are encountered during the course of the project, Owner agrees to negotiate a revision to the scope of services, time schedule, fee, and contract terms and conditions. If a mutually satisfactory agreement cannot be reached between both parties, the contract shall be terminated and Owner agrees to pay Consultant for all services rendered, including reasonable termination expenses. Owner acknowledges that Consultant is performing professional services for Owner and that Consultant is not and will not be required to become an "owner", "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the site in connection with Consultant's activities under this agreement.

6. Insurance: Consultant shall maintain Workers' Compensation, General Liability, and Automobile Liability Insurance during its services for Owner. Consultant shall furnish a Certificate of Insurance to Owner upon written request. Owner agrees that Consultant shall not be liable or responsible to Owner for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.

Limitation of Professional Liability: Owner agrees to limit Consultant's professional liability for any and all claims for loss, damage or injury, including but not limited to, claims for negligence, professional errors or omissions, strict liability, and breach of contract or warranty, to an amount of \$50,000.00 or Consultant's fee, whichever is greater. In the event that Owner does not wish to limit Consultant's professional liability to this sum, Consultant agrees to raise the limitation of liability to a sum not to exceed \$1,000,000.00 for increased consideration of ten percent (10%) of the total fee or \$500.00, whichever is greater, upon receiving Owner's written request prior to the start of Consultant's services.

8. Opinions of Probable Costs: Consultant's opinions of probable project costs are made on the basis of Consultant's experience, qualifications and judgment; but Consultant cannot and does not guarantee that actual project costs will not vary from opinions of probable cost.

9. Construction Review: Consultant does not accept responsibility for the design of a construction project unless the Consultant's contract includes review of the contractor's shop drawings, product data, and other documents, and includes site visits during construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents.

10. Construction Observation: On request, Consultant shall provide personnel to observe construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents. This construction observation shall not make Consultant a guarantor of the contractor's work. The contractor shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the contractor and Consultant shall have no responsibility in that regard. Consultant shall not be required to verify any part of the work performed unless measurements, readings, and observations of that part of the construction are made by Consultant's personnel.