

**LARAMIE COUNTY PUBLIC WORKS/PLANNING DEPARTMENT
PROFESSIONAL SERVICES CONTRACTOR AGREEMENT
LARAMIE COUNTY, WYOMING / AYRES ASSOCIATES INC**

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, Wyoming 82003-0608, (COUNTY) and Ayres Associates Inc, 214 W. Lincolnway, Suite 22, Cheyenne, Wyoming 82009 (CONTRACTOR). The parties agree as follows:

I. PURPOSE

The purpose of this Agreement is to set forth the terms and conditions by which CONTRACTOR will provide the services to COUNTY as described in Attachment 'A' (Request for Proposals, attached hereto and incorporated herein) and Attachment 'B' (Proposal submitted by CONTRACTOR, attached hereto and incorporated herein).

II. TERM

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement, and shall remain in full force and effect until December 31, 2023.

III. RESPONSIBILITIES OF COUNTY

COUNTY shall pay CONTRACTOR on an as needed basis per the fee schedule within Attachment 'B'. Payment will be made upon receipt of the CONTRACTOR'S invoice to the COUNTY. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. §16-6-602 (as amended).

IV. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall be a resource for services described in Attachment A and Attachment B and these services shall be utilized by COUNTY during the period of the operation of this Agreement. By signature below, CONTRACTOR agrees that nothing in this Agreement operates to provide an exclusive right to CONTRACTOR to provide such services to COUNTY. CONTRACTOR agrees that this Agreement does not bind COUNTY in any manner to offer or provide work to CONTRACTOR. Further, nothing in this clause or agreement limits COUNTY in the choice of entities to which it may offer these services.

B. CONTRACTOR agrees to retain all required records for three (3) years after the County makes final payment and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions. It is agreed that finished or unfinished documents, data or reports, prepared by CONTRACTOR under this contract shall be considered the property of the COUNTY and upon completion of the services to be performed, or upon termination of this Agreement for cause, or for the convenience of the COUNTY, will be turned over to the COUNTY.

V. GENERAL PROVISIONS

A. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.

B. Preference-Wyoming Labor Should the subject of this agreement constitute the construction, reconstruction, improvement, enlargement, alteration, or repair, of any public works project or improvement, by signature below CONTRACTOR acknowledges the requirement for the use of Wyoming labor pursuant to W.S. §16-6-203 as amended, except in circumstances as provided by law including, but not limited to W.S. §16-6-201 et seq.

C. Acceptance Not Waiver: COUNTY approval of the reports, and work or materials furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical accuracy of the work. COUNTY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

D. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

E. Entire Agreement: This Agreement (5 pages), Attachment A (12 pages), Attachment B (26 pages), and Attachment C Insurance Requirements (3 pages) represent the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

F. Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

G. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

H. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.

I. Applicable Law and Venue: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to

COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

J. Contingencies: CONTRACTOR certifies and warrants no gratuities, kick-backs 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.

K. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

L. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

M. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

N. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses due to CONTRACTOR's negligent acts, errors, or omissions for work performed by CONTRACTOR for COUNTY. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

O. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.

P. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

Q. Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires,

floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

R. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR, the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

S. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

T. Compliance with Laws: CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

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LARAMIE COUNTY PUBLIC WORKS/PLANNING DEPARTMENT
PROFESSIONAL SERVICES CONTRACTOR AGREEMENT
LARAMIE COUNTY, WYOMING / AYRES ASSOCIATES INC.

Signature Page

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Laramie County Clerk

AYRES ASSOCIATES INC:

By: Eric Sorensen Date 7/6/22
Eric Sorensen, PE - Vice President

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By: _____ Date 7/8/22
Laramie County Attorney's Office



REQUEST FOR PROPOSALS

FOR

ENGINEERING AND SURVEYING SERVICES

Submittals Due
May 4, 2022

LARAMIE COUNTY BOARD OF COMMISSIONERS
REQUEST FOR PROPOSALS
FOR
ENGINEERING AND SURVEYING SERVICES

Advertisement:

Laramie County seeks to contract with one or more firms for consulting services in the areas of land development review, drainage engineering, traffic engineering, floodplain management, construction inspection, development planning, comprehensive land use planning, and land surveying.

Consultants will be required on an as-needed basis to provide the aforementioned services to Laramie County.

Please submit your firm's qualification statement and cost proposal outlining the services requested by the County. More information on the proposal requirements and qualifications are listed later in this document. The County will make a selection based on the proposals received proving the ability of the agency to meet the schedule and needs of the County.

Proposals shall be received by email (subject line: Engineering RFP Proposal for "Firm Name") to molly.bennett@laramiecountwy.gov by **May 4, 2022 by 2:00PM.**

Scope of Services (including but not limited to):

Laramie County is seeking a consultant who can accomplish the following under the direction and supervision of the Laramie County Director of Public Works and the Planning and Development Program Manager:

Development Review

- 1) Review of site plans and similar development applications.
- 2) Preparation of engineering-specific Conditions of Approval related to site plans and subdivision permit applications.
- 3) Review of subdivision plat applications for conformance with the State and County regulations.
- 4) Review of subdivision, site and development improvement plans for both onsite improvements and public right-of-way improvements for compliance with grading, drainage, WYPDES, transportation and County design standards.
- 5) Review of hydrology maps and hydraulic calculations for private and public storm drain systems for compliance with State and County requirements.

- 6) Review of engineer's estimates for public and private improvements that may be subject to bonding requirements, verification of quantities and preparation of fee calculations.
- 7) Proactively communicating with private developers and associated design professionals by telephone, e-mail, written correspondence, and face-to-face meetings at the County or consultant offices, whichever is requested by the applicant, to discuss plan check review comments.
- 8) Review of NEPA documents, geotechnical investigations, traffic studies, and similar engineering reports to understand issues that may impact the design of private subdivision or development improvements, and/or public streets or utility infrastructure.
- 9) Preparation of reports to the Board regarding engineering issues.
- 10) Other assignments not specifically listed above but required during the engineering review of development applications.
- 11) Assignments shall be completed to meet specified deadlines. Firms and individuals shall demonstrate sufficient depth of resources to assure timely service delivery and redundant capability.

Floodplain Management

- 1) Review all development permit applications to determine the permit requirements of the regulations have been satisfied.
- 2) Review all development permit applications to determine all necessary permits have been obtained from Federal, State, or local governmental agencies from which prior approval is required.
- 3) Review all development permit applications to determine if the proposed development is located in the floodway. If located in the floodway, assure the encroachment provisions are met.
- 4) When base flood elevation data have not been provided in accordance with the regulations, obtain, review, and reasonably utilize any base flood elevation and floodway data available as criteria for requiring that new construction, substantial improvements, or other development in Zone A are administered in accordance with the regulation's Specific Standards.
- 5) Identify maintenance specifications for altered or relocated portions of watercourses so that flood-carrying capacity is not diminished.
- 6) Provide interpretation as to the location of F.I.R.M. boundaries of the Areas of Special Flood Hazard.

- 7) Assist the County with the Community Rating System (CRS) program. This could include compiling information, reports for compliance purposes and any other needs related to the County CRS program. Note: The Community Rating System (CRS) is a voluntary program for National Flood Insurance Program (NFIP)-participating communities.

Projects and misc. needs for Public Works:

The Consultant's role will be to support County staff by performing engineering and technical design work for the construction of Civil Engineering projects. These projects could include but are not limited to: retaining walls, slope stabilizations, pavement rehabilitation, culvert rehabilitation, bio-retention and drainage projects, structural design, and other roadway and drainage related design tasks; and to perform related duties as required.

All plans and drawings must be done using AutoCAD 2020, or an earlier version. All engineering design data shall be provided in a format that integrates with the latest version of ArcGIS. All design data using said programs shall be made available to Laramie County upon request and shall become the property of Laramie County for active and future projects. Plans, specifications, and project related documents must be completed according to current County and/or State and/or Federal standards.

All work shall be done under the direction of a Professional Engineer licensed in the State of Wyoming.

The work to be performed may include, but is not limited to, any or all of the following:

1. Initial project planning, including identifying key milestones, scope description and design, delivery schedule
2. Assisting County staff with project documentation for Division Manager, Department Head and Board of Supervisors approval
3. Preparation of technical specifications using the County's style and formatting
4. Preparation of plans, technical specifications, bid documents, project manual etc. using the County's standards
5. Bid support and construction administration including Construction Inspection Services specific to county roads, development improvements and other appurtenances as designated by the Public Works Director
6. Land Surveying Services: General survey work including, but not limited to, records research, road location survey, encroachments, monumentation, plat preparation and construction-oriented work
7. Solicitation and management of subconsultants and vendors needed to support design (material testing, potholing, bores, geotechnical, etc.)
8. Pavement management plan support (to include design and review)

9. Design of footings, retaining walls or other structures
10. Drainage/erosion control design
11. Provide general current and comprehensive planning assistance as needed including, but not limited to:
 - a. Review of development submittals for planning issues.
 - b. Review of development submittals for conformance with comprehensive plan.
 - c. Preparation of zoning and regulation changes as needed.
 - d. Preparation of reports and presentations to the Planning Commission and Board as necessary.

Fee, Rates, and Estimated Costs:

The services of this RFP will be provided on an hourly basis. The County may seek to negotiate with the firm prior to award of the contract. Fee proposals shall include:

- 1) Hourly rates to be used.
- 2) Itemized list of fees for additional services.

All fee proposals shall include all insurance required by the County, printing, mailing, documentation, reporting, office overhead, profit, etc.

Should contract negotiations with the selected firm be unsuccessful, the County reserves the right to move to the next firm and begin negotiations.

Qualifications:

The County will retain the services of one or more consulting firm specializing in engineering and land surveying that demonstrate expertise in the services listed herein.

Qualifications or expectations to be considered:

- 1) Professional experience and technical competence of the firm and individuals to be assigned with respect to the scope of services.
- 2) The capacity and capability of the firm to perform the work in question within the time limitations fixed for completion of each assigned project.
- 3) Past record of performance with respect to such factors such as control of costs, quality of work and ability to meet schedules.
- 4) A successful track record, as measured by complexity of engagements and number of years in the field.
- 5) Demonstration of knowledge of Wyoming practices.
- 6) Ability to respond to requests on short notice.
- 7) Licensed to perform engineering and surveying services in the State of Wyoming.

Proposal Requirements:

The proposal should include the following information:

- 1) A letter of introduction.
- 2) A narrative describing the company size, organization, locations, experiences or expertise, names and qualifications/credentials of individuals who will provide services.
- 3) List or examples of similar work or projects completed along with list of references (include names and phone numbers). Include as many as possible specific to other municipalities.
- 4) A narrative describing abilities to respond and perform at a level above the competition.
- 5) Non-proprietary samples of comparable or similar projects.
- 6) Proposed fee structure for this type of engagement.
- 7) Indicate any and all areas of specialty your firm may practice.

Five copies of the proposal should be delivered by 2:00 p.m., May 4, 2022, to:

Molly Bennett, Director of Public Works
13797 Prairie Center Circle, Cheyenne, Wyoming 82009
molly.bennett@laramiecountywy.gov

Questions may be directed to Molly Bennett at (307) 633-4302.

The submission of proposals become public records and may be viewed upon request.

It is the responsibility of the respondent to ensure that their responses are received on or before the submission date and time. Allow sufficient delivery time to ensure receipt by the date and time specified.

CLARIFICATIONS OR SUPPLEMENTS TO REQUEST FOR PROPOSAL: In the event that it becomes necessary to revise any part of this RFP, a notice of any clarifications will be emailed to each respondent who received the original RFP at the required website. It is the responsibility of respondents, prior to submission date, to inquire as to addenda issued and to ensure their response reflects any and all changes. The County will maintain a register of holders of this RFP via the required website. Laramie County will accept questions until **April 26, 2022** and will respond to all questions to all firms who have requested proposal by end of day **April 28, 2022**.

INCURRING COSTS: The County is not liable for any cost incurred by respondents prior to issuance of a legally executed contract. No property interest, of any nature, shall accrue until a contract is awarded and signed by all concerned parties.

RFP CANCELLATION: The County reserves the right to cancel this Request for Proposal at any time, without penalty.

NON-DISCRIMINATION: The respondent shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age, sex, or sexual orientation.

AVAILABILITY OF FUNDS: Financial obligations of the County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to the County.

Evaluation and Award:

- 1) The RFP is designed to be a competitive negotiation platform, where price is not the sole determinative factor.
- 2) The evaluation team will be composed of the Director of Public Works and the County Planning and Development Program Manager.
- 3) The proposals will be reviewed within the context of specific experience in the disciplines required.
- 4) The County may require additional information, documentation, or additional data to clarify or elaborate on materials submitted.

Additional Conditions:

- 1) The successful respondent will be expected to enter into a contract, including insurance requirements, with Laramie County upon terms acceptable to the County. The contents of this RFP, the respondent responses to same and all provisions of the successful qualifier deemed pertinent by the County may be incorporated into a contract and become legally binding.
- 2) The County reserves the right to award the contract to the respondent(s) that the County deems to offer the best overall proposal(s). The County is therefore not bound to accept a proposal on the basis of lowest price. The County reserves the right to reject any or all proposals submitted and/or to waive or ignore any irregularities and/or omissions in any submission and to accept any proposal, portion of proposal, combination of proposal and or to reject or accept any proposal for any reason in its discretion.
- 3) The County at its sole discretion, reserves the right to cancel this RFP, to modify the services sought, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. The County also reserves the right to make multiple awards, based on experience and qualifications if it is deemed to be in the County's best interest.

- 4) Laramie County does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by issuing this Request and/or entering into any agreement with any successful respondent. Further, Laramie County fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this RFP and any subsequent agreement(s).
- 5) Any errors or omissions discovered in this request for proposal, or any additional information needed to clarify any issues in the request, will be communicated to all firms who have expressed an interest in the engagement. The communication will amend the requests accordingly.
- 6) If a respondent discovers any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in this document, the respondent shall immediately notify the County's representative. If respondent fails to notify the County of any error, ambiguity, conflict, discrepancy, exclusionary specifications, or omission in this RFP, the respondent shall submit a response at its own risk and under such conditions. If the respondent is awarded a contract, then such respondent will not be entitled to additional compensation, relief, or time by reason of the error or its later correction.
- 7) It is incumbent upon each respondent to carefully examine all specifications, terms, and conditions contained herein and in all referenced data and documents. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, through the County contact named above. The County will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.
- 8) Respondents are advised that Laramie County is a governmental entity in the State of Wyoming. Public Works projects, such as that referenced herein, carried out by governmental entities are subject to certain legal and regulatory requirements which may or may not be applicable to private entities. Any contract with a successful respondent will contain a requirement to monitor and secure compliance on the project with all applicable laws and regulations including, but not limited to, those contained in Wyoming statute W.S. § 16-6-101 et seq.
- 9) If it becomes necessary for the County to revise or amend any part of this RFP, notice may be obtained by accessing the County website. Respondents in their proposal must acknowledge receipts of amendments. Each respondent should ensure that they have received all addenda and amendments to this RFP before submitting their proposal. Please check the Laramie County web site at <https://www.laramiecountywy.gov/> for a copy of the RFP and addenda.

- 10) All proposals submitted in response to this request become property of the County and public records, so they may be subject to public review. The laws of Wyoming require that the contents of all proposals shall be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal. The respondent must mark in bold red letters the term "CONFIDENTIAL" on that part of the response, which the respondent believes to be confidential. The respondent may be required to submit in writing specific detailed reasons, including any relevant legal authority, stating why the respondent believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. Laramie County will be the sole judge as to whether a claim is general and/or vague in nature. The entire proposal cannot be designated as proprietary or a trade secret. If a request is received to examine portions designated as proprietary or a trade secret, Laramie County will notify the respondent to permit the respondent to defend the proprietary nature of the information.
- 11) The County reserves the right to request additional information, or request clarification, or reject in its sole discretion any and all proposals. Firms may submit a joint proposal.
- 12) Invalidity: If any provision of this RFP is held invalid or unenforceable by any court of competent jurisdiction, or if the County is advised of any such actual or potential invalidity or inability to enforce, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of that the provisions of this RFP are fully severable.
- 13) By submitting in response to this RFP, respondent agrees and understands that this RFP as well as any subsequent agreements shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this RFP or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to Responders and to County. This provision is not intended nor shall it be construed to waive County's governmental immunity as provided in this Agreement.



Laramie County, Wyoming

Engineering RFP Questions and Responses

1. Can we select only certain services to submit for, or do we need to be able to provide all the requested services?
 - a. **You do not need to provide all the services listed in the RFP. Expand on what services you can provide.**
2. Page 2 states that proposals shall be received by email, but page 6 states that 5 copies of the proposal shall be delivered.
 - a. **Only email or digital submission will be accepted. If you prefer hard copies, please provide five (5) copies for use and one (1) digital copy.**
3. For the fee proposal component, I wanted to confirm you are just looking for a rate sheet for now, along with a proposal from us for a fee/contracting mechanism. Is that correct?
 - a. **Yes an hourly rate sheet will be sufficient.**
4. Are you looking for one consultant to provide all services or can you split the services up over multiple consultants?
 - a. **Services can or may be broken up over multiple consultants. Expand on what services you can provide.**
5. Should the submittal be electronic or with hard copies? The first page says to email it to you and page 6 of 9 states that 5 copies should be delivered to public works.
 - a. **Only email or digital submission will be accepted. If you prefer hard copies, please provide five (5) copies for use and one (1) digital copy.**
6. What is the assumed fee structure? Page 5 states that services will be provided on an hourly basis but number 6 under the proposal requirements on page 6 asks for the proposed fee structure. I am assuming that hourly makes sense for this type of engagement but let us know if we need to propose something different.
 - a. **An hourly rate sheet will be sufficient.**
7. Is the RFP targeting an overall qualifications package type of response which can get quite big and bulky or can response be more directed towards the items listed in the RFP?
 - a. **The RFP package can be specific to the information requested in the RFP and it's up to the consultant to determine what other pertinent information is provided.**
8. What type of information are you looking for regarding the Fee, Rates, and Estimated Cost?
 - a. **An hourly rate sheet will be sufficient.**
9. What type of team structure would the County like to see, specifically related to surveying.
 - a. **The County may award multiple contracts and surveying may be awarded for the smaller on-call type survey needs**
10. It was asked what the differentiation between #3 and #5 in the Proposal Requirements section of the RFP
 - a. **Those two are largely similar and consultant can determine how to present comparable / similar project experience(s).**



11. Will the selected Consultant(s) be able to compete ~~complete~~ for other Laramie County project specific design & surveying projects? In the last 6th Penny Ballot, there was \$11,422,795.71 to Laramie County as follows:
 - 1) \$1,860,494.09 to Laramie County for East Jefferson Road reconstruction
 - 2) \$3,045,339.52 to Laramie County for Division Avenue and Wallick Road street and infrastructure upgrade
 - 3) \$610,961.09 to Laramie County for Road 164 reconstruction and return to gravel
 - 4) \$3,470,661.02 to Laramie County for Laramie County Road 142, milling intersection and overlay. Railroad at 143
 - 5) \$2,435,339.99 to Laramie County for East Allison Road reconstruction
 - a. Yes, the selected consultant for the day-to-day services for Public Works and Planning and Development will be able to compete for the 6th penny RFP's.
12. Will the successful RFQ RFP applicant be distributed any of these 6th penny design/construction projects noted above or is this RFQ RFP strictly for Plan review, plat review and other Innoprise related review the current County Engineer provides?
 - a. All 6th penny projects will be put out for RFP's. The selected consultant(s) for the Engineering and Surveying Services RFP will not be precluded from submitting for the current and future 6th penny project designs.
 - b. This RFP is for planning and development reviews and Public Works day-to-day projects and/or assistance.
13. Reference to submittal of cost proposal is simply providing hourly billing rates correct?
 - a. That is correct. An hourly rate sheet will be sufficient.
14. Will consultant be provided access to current and proposed County planning software and is training involved?
 - a. Yes, the selected consultant will be provided the training and resources to work within the current and future development software applications.
15. Is a certified Planner required to provide comments on Development Projects?
 - a. A certified planner would be preferred but not required. The review planner will be determined on a case by case basis with each project.
16. Is a certified Flood plain manager required to provide review and evaluation of items impacting the Floodplain?
 - a. Yes.
17. Is a Licensed Wyo. surveyor required to provide comments on plats and other misc. land surveying services?
 - a. Yes.
18. Is the number of copies to be provided specified as 5 correct as the evaluation team appears to be made up of two?
 - a. Email or digital submission will be accepted. If you prefer hard copies, please provide five (5) copies for use and one (1) digital copy.
19. What is the period for providing services? One year? 5 years? Will there be options to renew or extend the contract?
 - a. Being that this is a change, this year will be an exception. We will have the selected consultant(s) under contract from July 1, 2022 through December 31, 2023. Future contracts outside of this first round are to be determined.
20. Is professional Liability insurance coverage required? If so what limits and coverage is required?
 - a. Yes, the specifics will be determined at time of contract negotiations.
21. Is it possible to extend the RFP deadline from May 4, 2022 to May 11, 2022?
 - a. The deadline for this submittal is May 4, 2022 at 2pm.



22. Can you provide a little more explanation or some guidelines on what you'd like to see for the non-proprietary samples of comparable or similar projects?
- a. The RFP package can be specific to the information requested in the RFP and it's up to the consultant to determine what other pertinent information is provided.
 - i. Examples may be: Other projects for municipalities, development specific projects, design and construction administration work etc.
23. Is the intent of this RFP for the County to have several firms it can draw from for proposals and/or advisement similar to how the City, School District, and other major government entities do or is there a preference to select one firm only in the selection process?
- a. Multiple consultants will be selected by the County based on need and services provided by the consultant. Projects and/or reviews will be offered to the consultant at the discretion of the Public Work's director and/or Development/Planning Program Manager. Based on capacity and timelines, the County reserves the right to offer the project and/or development action to another consultant on the call list.
 - i. This RFP will be for development reviews through planning and development and also for day to day projects and design for public works.
 - ii. Major projects related to road design and other major projects for public works may still be put out for RFP depending on the cost and/or scope. This RFP will not necessarily exclude the consultant(s) from those future RFPs.
24. I do not see a limit either in pages for the proposal, or in resumes to be included.
- a. That is correct. Please use your discretion.
25. Do we need to submit resumes for every person we expect may perform the work if chosen, or are you ok with something like the 5 most likely?
- a. The number mostly likely to complete the work would be acceptable. Please use your discretion.
26. What time commitment is the county expecting applicants to be capable of devoting to Laramie County specific projects? Are you looking for 20-30 hours a week for the next 6-12 months, or something of the such?
- a. There is no guarantee of work included with this RFP and the selected consultant(s). These services will be on an as needed basis. Multiple consultants will be selected by the County based on need and services provided by the consultant. Projects and/or reviews will be offered to the consultant at the discretion of the Public Work's director and/or Development/Planning Program Manager. Based on capacity and timelines, the County reserves the right to offer the project and/or development action to another consultant on the call list.
27. The RFP reads as though the county may pick multiple firms and rotate through them for different projects as needed. Is this for the most part an accurate interpretation?
- a. Yes.
28. The RFP mentions some building code review. Does the County have any requirements of us in terms of certified building code inspectors?
- a. This RFP is specific to review of plans for building code review. The reviewer needs to have the appropriate credentials to complete the reviews. If the consultant can provide certified building code inspectors, feel free to include that within the services you could provide.

Disclaimer: These answers are to the best of our current knowledge and are subject to change. If selected to continue, terms and conditions will be finalized within the agreement between the consultant and Laramie County.



AYRES

Engineering and Surveying Services

Laramie County, Wyoming

May 4, 2022

Ingenuity, Integrity, and Intelligence.

www.AyresAssociates.com





Ingenuity, Integrity,
and Intelligence.

May 4, 2022

Molly Bennett, Director of Public Works
Laramie County, Wyoming
13797 Prairie Center Circle
Cheyenne, WY 82009

RE: Request for Proposals for Engineering and Surveying Services

Dear Ms. Bennett and Selection Panel:

Ayres is pleased to submit our proposal for Engineering and Surveying Services to Laramie County. Ayres and our teaming partners are fully qualified and capable of providing efficient and comprehensive services to the County, and we are excited about this opportunity. Our team's foundation is well established in local government, and we take pride in working closely with you.

When you partner with Ayres, you're selecting a team of experienced professionals who can help you navigate any challenges that might come up. Our depth of expertise means we can handle anything you throw at us, but we're not so big that your needs get lost in the shuffle.

Our proposed core team includes experts in hydraulic and river engineering, transportation engineering design and construction, geotechnical engineering, geospatial services, development services, floodplain management, and much more; all major elements of this RFP. Our diverse team of professionals can be ready at a moment's notice to assist you with any of your needs. We are excited about the opportunity to work with the County and build a long-lasting relationship with your team and the community. In our proposal, you will find projects that highlight several key aspects of our experience and approach that we believe are important to your request.

Meeting the project schedule, maintaining the budget, and accommodating the County's needs are critical elements in making this project successful. Our team is experienced, responsive, client friendly, and adaptable to any situation. Our collaboration has proved successful on past projects, and our teaming for this project brings you high-quality service and outstanding innovation and problem-solving.

Thank you for considering our team. We look forward to partnering with Laramie County on future projects. We certify our information and data submitted are true and complete to the best of our knowledge. Please contact Bill Boltze with any questions regarding this submittal.

Sincerely,

Ayres Associates Inc

Bill Boltze, PE
Project Manager
970.222.1281
BoltzeB@AyresAssociates.com

Rex A. Bell
Vice President
970.223.5556
BellR@AyresAssociates.com

Company Information

Introducing Ayres

Size/Expertise: Ayres is an employee-owned, multi-specialty consulting firm with 13 offices in six states, employing approximately 350 people. Our corporate headquarters are in Eau Claire, Wisconsin. We also have offices in Cheyenne, Wyoming; Fort Collins, Colorado; Madison, Waukesha, Green Bay, and River Falls, Wisconsin; St. Paul, Minnesota; Tampa, Titusville, and Cape Coral, Florida; and Los Angeles, California.

Our tools and expertise include civil and municipal engineering, transportation, structural design and inspection, river engineering and water resources, architecture, mechanical/electrical/plumbing engineering, landscape architecture, environmental, geospatial, planning and development, and telecommunications and SUE.

Organization/Leadership: Ayres is an employee-owned firm, with approximately one-sixth of the corporation's employees individual stockholder investors. Other employees that meet eligibility requirements are beneficial owners of the business through the Employee Stock Ownership Plan. Day-to-day corporate management is delegated to the firm's executive committee, vice presidents, and managers of operations.

On-Call Contract Philosophy

Our philosophy when it comes to on-call service contracts is to make our clients' lives easier. Delegating tasks is always a question of efficiency – if it's easier to get it done yourself, then what's the point?

Western Offices/Expertise

In the West, we have offices in Cheyenne, Wyoming, and Fort Collins, Colorado, with 46 employees. Our staff includes expertise in:

- Development review
- Stream and stormwater engineering
- Floodplain management
- Drainage engineering
- Transportation and traffic engineering
- Structural engineering
- Construction management
- Subsurface utility engineering
- Planning

We view our clients as partners from the first handshake forward. We invest as much time into the strength and stability of our client relationships as we do into the projects themselves. Our partners know they can count on us to roll up our sleeves with them, year after year; provide clear, consistent communication; involve them in the decision-making process for the length of their project; and deliver a quick, intelligent resolution for any concern or challenge.

Good communication between the client and the Project Manager (PM) is the most critical element for a successful project. Regularly scheduled communication between our PM and the County will ensure that we know what potential projects are coming our way so our leads are ready to mobilize our team as needed and on a moment's notice. We have established a track record of

“Overall, the technical expertise and services we have received have shaped our project in a very positive way, and Ayres’ collaborative and broad approach has delivered Cheyenne a project it both deserves and needs. I would not hesitate to recommend Ayres, as their commitment and effort has contributed significantly to the success of our project.”

Brandon Cammarata

Planning and Development Director, City of Cheyenne

quick response to address our clients' concerns. Meeting minutes are distributed to the client within two days of occurrence. Telephone calls are returned within one day. We establish open communication lines with backup individuals to respond if the primary individual is out of the office. Good communication among the various disciplines within the company and our subconsultants is also critical. Ayres has established a company-wide network to share files quickly and effectively among disciplines that are collaborating on a project.

Accountability is critical for on-call contracts. Our team logs every hour with a notation regarding the project and type of activity. We will work with the County to establish billing and tracking standards to meet your needs. Each application can be separately tracked to ensure there is a clear record regarding how much time has been spent on any one project. Upon receiving direction from the planning and/or engineering managers in writing regarding a specific project or activity, our team will establish a clear "task order" describing the scope of services, major milestones, and clear deadlines. The ticket will then be established as a "Task" in our accounting system to ensure that hours can be tracked.

Project Management

Ayres takes pride in our project managers' ability to translate and transform every detail into actionable, understandable, smoothly coordinated pieces of a successful project. Frequently, this communication performs two critical functions: to achieve an intentional decision, and to reveal impacts to the project schedule. Our job is to make sure the team understands how decisions affect schedules. Both are important at different times and for different reasons, but ultimately, they both come down to ensuring we deliver your project on schedule within the agreed-upon budget. Side-by-side with our client partners, our project managers serve as the confident, communicative navigators at the helm of your project.

In addition to regular biweekly progress meetings, our PMs frequently schedule off-week phone calls with the client's PM/Contract Officer. We highly recommend this additional contact and coordination point if multiple projects are awarded to our team or if the project schedules require time-critical coordination to stay on track.

Project Controls

Ayres' Project Manager, Bill Boltze, will be responsible for controlling our fees and working with our team and the County to manage the scope and cost estimate to deliver a project that will stay within the budget. We understand very well the need to keep our effort streamlined and efficient to make the most of the County's limited funds. Our job is to minimize costs while delivering high-quality services to our client partners.

Ayres' work will be tracked on a weekly basis to make sure overruns and under runs are caught early so that course corrections can be made before problems arise. At each month's end, Bill will track the progress of the team's work efforts, compare the work completed to actual costs to determine overall budget status, and report this information to the County.

Bill will coordinate with internal staff and subconsultants to develop the project schedule and maintain the overall schedule throughout the project. He will be responsible for ensuring staff is available for timely completion of all tasks, keeping the project on its critical path and hitting key milestones. This involves keeping County staff apprised of upcoming submittal and review periods to ensure review milestones are met as well. Ayres and our subconsultants recognize the importance of project schedules to CDOT's funding and delivery process (they track every project's Schedule Performance Index, or SPI), and we will drive your project's critical path deliverables while ensuring other elements receive support.

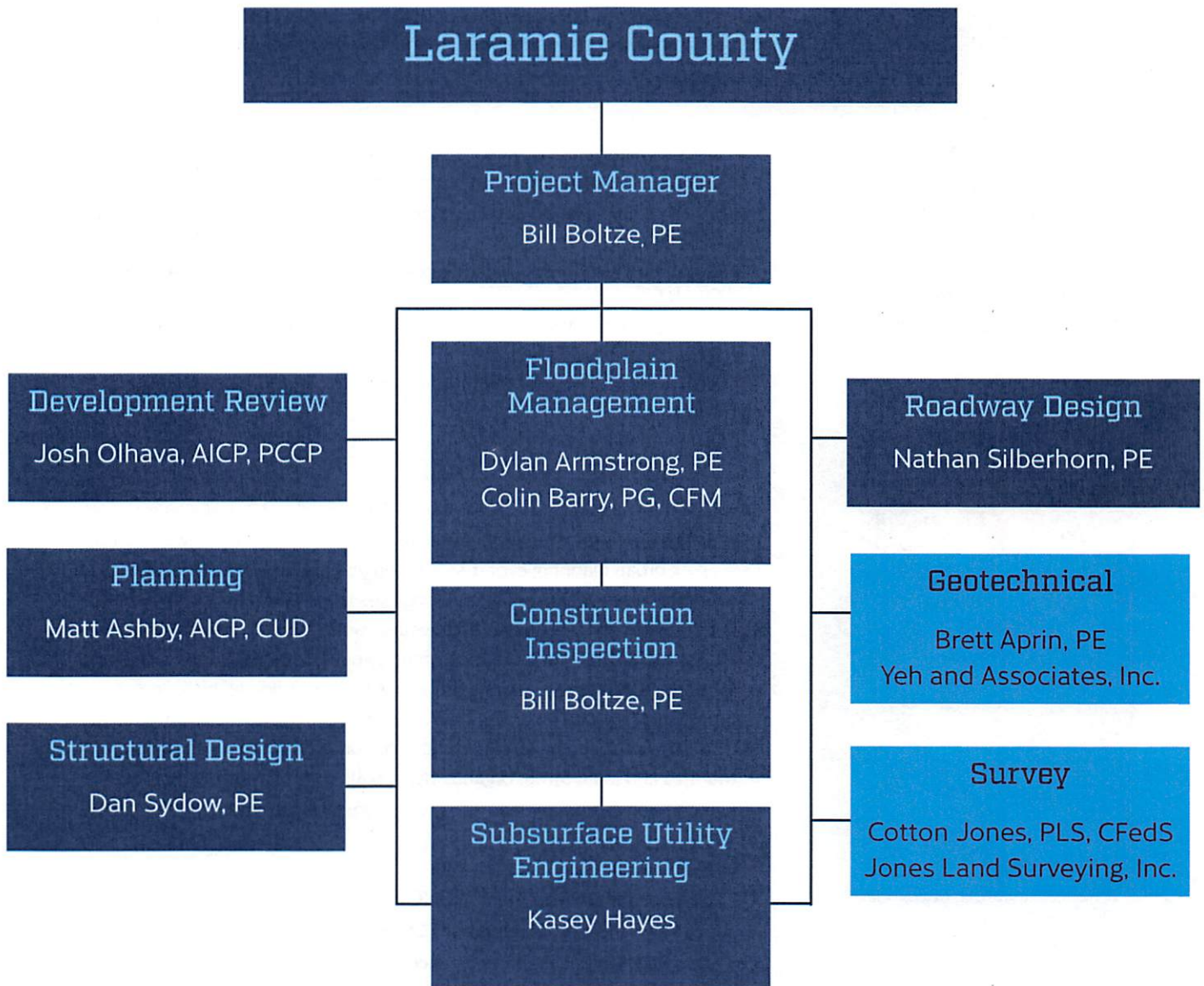
Quality Control

Ayres' quality-control (QC) process is a formal process applied to each phase of every project. It is the Project Manager's responsibility to see that the process is implemented both by the internal project team and our subconsultants. The mechanics of the Ayres QC procedure involves two review components. The first component is daily project oversight. Each team member is responsible for understanding the project scope, standards, and deliverables. The second component in Ayres QC procedure is a review by a Qualified Technical Reviewer who is an experienced project engineer who has no day-to-day involvement with the project team and can provide an independent review of project documents. We will perform in-house QC reviews of subconsultant deliverables before our clients see them to ensure all aspects of the project are being attended to.

Project Team

We have included our organizational chart followed by detailed resumes for our team members. **Our team's key staff are all registered in the State of Wyoming or certified nationally in their respective roles;** Professional Engineer (PE), Professional Land Surveyor (PLS), Professional Geologist (PG), Certified Floodplain Manager (CFM), American Institute of Certified Planners (AICP), and Certified Urban Designer (CUD).

Organizational Chart





Total Experience

7 Years

Registrations

Registered Professional Engineer, CO, WY

Education

BS, Civil Engineering Technology (Structures & Construction), Metropolitan State University of Denver

Bill Boltze, PE

Project Manager/Construction Inspection

Bill joined Ayres' transportation staff in 2021 and is spearheading growth in our engineering and construction management services in the West. Bill maintains regular contact with local, state, private sector clients, and local contractors matching Ayres' transportation resources to our clients' project needs. Bill also manages roadway design and construction projects, provides public involvement, support, and pre-construction meeting facilitation, and performs design and construction engineering tasks. He supervises the work of engineers and conducts field investigations and constructability reviews on design projects. Bill's construction management experience encompasses projects ranging from flood embankment repair to major interstate reconstruction.

Select Experience

- I-25 Reconstruction (SH 392 to SH 14) Design-Build Oversight Services, Colorado Department of Transportation, Region 4, Loveland
- US 287 & SH 14 Flood Repair, Colorado Department of Transportation, Fort Collins
- Mountain View Corridor, Utah Department of Transportation, Salt Lake City, UT
- Colfax and I-225 Traffic Safety Improvements, Colorado Department of Transportation, Region 1, Aurora
- 48th Avenue Sanitary - Brighton to York, City and County of Denver, Denver, CO



Total Experience

20 Years

Certifications

American Institute of Certified Planners Certified Urban Designer

Education

BS, Environmental Design, University of Colorado; MS, Urban and Regional Planning, University of Colorado; MS, Urban Design, University of Colorado

Matt Ashby, AICP CUD

Principal Urban Planner/Project Manager

Matt brings a wealth of public experience to the communities he works with, leveraging urban planning expertise into tangible, value-added deliverables for clients. After eight years serving as Planning Services Director for Cheyenne, Wyoming, Matt brings a unique perspective to the Ayres multidisciplinary team. His enthusiasm for vibrant community development sharpens the focus of Ayres' work. Matt's eye for innovation has been recognized by his peers, with project accolades including the American Planning Association's Daniel Burnham Award. Leading strategic plans for numerous Urban Renewal Authorities and Main Street organizations, Matt understands the nuances required to convert great ideas into groundbreaking projects.

Select Experience

- Greeley Land Development Code Update
- Brighton Land Use Development Code Update
- Estes Park On-Call Planning Services
- Laramie County Planning and Development On-Call Services
- Town of Windsor Downtown Development Services
- City of Gering, NE, Comprehensive Plan and Zoning Code Update
- City of Evans Master Plan Update



Total Experience

9 Years

Certifications

American Institute of Certified Planners, Prosci Certified Change Practitioner

Education

BS, Community and Regional Planning, Iowa State University; MS, Community Planning, University of Cincinnati

Josh Olhava, AICP, PCCP Urban Planner/Development Review

With a strong background in community and strategic planning, Josh is well-versed in land-use planning policies, procedures, and regulations. Josh has experience working in the public sector as a community planner on policy and plan implementation, code amendments, development review, and organizational process improvements. While working for Broomfield and Windsor in Colorado, Josh managed complex development cases and led multidisciplinary teams on special city projects and initiatives. As an urban planner at Ayres, Josh is responsible for devising local and regional land-use programs and plans; grants and strategies relating to new development and redevelopment initiatives; public outreach; meeting facilitation; and policies affecting land use, zoning, public infrastructure, and transportation. Josh evaluates any potential impacts of construction plans; administers grants and loans; and prepares reports, applications, and special needs assessments.

Select Experience

- Town of Windsor Downtown Development Services
- Estes Park On-Call Planning Services
- City of Evans Master Plan



Total Experience

5 Years

Registrations

Registered Professional Engineer, WY, CO

Education

MS, Civil Engineering, Colorado State University, 2017

BS, Environmental Engineering, Colorado State University, 2014

Dylan Armstrong, PE Hydraulic Engineer

Dylan, who joined Ayres in 2017, is a hydraulic engineer with specializations in stream rehabilitation and river mechanics. Dylan has worked on a diverse range of projects, including the planning, analysis, design, and construction administration phases of water resource and civil engineering projects. Dylan's duties include 1-dimensional and 2-dimensional hydraulic modeling and analysis, bridge scour analysis, habitat analysis, stream rehabilitation and river corridor grading, scour countermeasure analysis and design, data management, technical report writing, permitting applications, and field investigations.

Select Experience

- Rocksol-Jamestown LOMR, Jamestown, CO
- Monument Creek at Uintah Street Bank Protection, Colorado Springs, CO
- State Parks - Glendo State Park, Platte River Ramp Replacement, Cheyenne, WY
- DEA-CDOT R1 Essential Culvert Repairs, Various, CO
- Amen Pit Floodplain Permitting, Greeley, CO



Nathan Silberhorn, PE

Project Manager/Roadway Design Lead

Nathan is a senior project manager with over two decades of transportation experience in the private and public sectors. He has extensive experience providing highway design and plan production for the Departments of Transportation in Colorado, Iowa, Illinois, Texas, Wyoming, and New Mexico as well as the Federal Highway Administration. Nathan's ability to nurture teamwork and elicit smart, creative solutions sets him apart. He cultivates long-term relationships with clients, co-workers, agency representatives, and project stakeholders by demonstrating that their contributions are valued. These traits serve Nathan well as he takes the lead managing transportation work in Colorado and Wyoming and taking good care of our clients.

Total Experience

24 Years

Registrations

Registered Professional Engineer, WY, CO

Education

BS, Civil Engineering, Iowa State University

Select Experience

- Converse Avenue Corridor Plan, Cheyenne, WY; Project Manager
- W 70th Avenue Multi-modal Design, Adams County, CO; Project Manager
- WYO 220 Reconstruction, Goose Egg Road to Casper, WY; Roadway Design and Engineer of Record
- US 34 and 35th Avenue and US 34 and 47th Avenue Interchanges, Greeley, CO; CDOT Project Manager
- US 34 and CO 402 Access Control Plan, Loveland, CO; CDOT representative at public meetings and focus groups



Dan Sydow, PE

Structural Engineer

Dan's project responsibilities include project management and engineering for highway and pedestrian bridges, buildings, dams, retaining walls, tunnels, existing structure assessments and renovations, and structural repairs. As a structural engineer, his responsibilities include project management and engineering of various types of highway, railroad, and pedestrian bridges and related structures, including long-span bridges, curved bridges, and highly skewed bridges; bridge rehabilitation; and structural repairs. Dan's experience on large projects and his consistent attention to detail mean he delivers solid structural engineering whether the project involves a culvert, a multiple-span bridge, or a building.

Total Experience

20 Years

Registrations

Registered Professional Engineer, WY, CO, WI, MN, IL,

Education

BS, Civil and Environmental Engineering, University of Wisconsin-Madison, 2001

Select Experience

- I-180 Bridge Railing Enhancement Project, Cheyenne, WY
- Polk County Highway Garage, Balsam Lake, WI
- City of Red Wing Retaining Wall Design, Red Wing, MN
- Rusk CTH "D" over Deer Tail Creek Bridge Replacement, Rusk County, WI
- Yuma 12th Street (Avenue A to Avenue B) (CIP No. 5.9702 and No. 5.9811), Yuma, AZ
- Vernon County Highway Shop, Viroqua, WI



Colin Barry, PG, CFM Geomorphologist

Colin is a highly capable and proficient geomorphologist with more than five years of experience using geomorphic analyses that integrate hydrology, hydraulics, sediment transport, geology, and geomorphology to develop process-based understandings of fluvial system dynamics for a wide range of projects and clients. He's been working along the Colorado Front Range on projects that include city-wide master planning, post-wildfire hydrologic modeling, process-based stream design, fluvial hazard delineation, and geomorphic assessments. Colin develops and deploys stream assessment and prioritization strategies highlighting spatial variation throughout riparian systems with cost-effective collection methods. With a Masters in Hydrologic Science, Colin is a qualified and experienced hydrologist using a range of software and methods to define hydrologic drivers and uncertainties.

Total Experience

6 Years

Registrations

Professional Geologist, WY

Education

BS, Geology, Bates College,
2012

MS, Hydrologic Science,
Colorado School of Mines, 2014

Select Experience

- Greeley EWP Design 2022, Larimer County, CO
- RSH-SH 7 Lower Permanent Repairs VE Phase, Lyons, CO
- WSS - Cameron Peak Fire Support, Larimer County, CO
- Emergency Mitigation of Reservoir, Cameron Peaks Fire, Greeley, CO
- MDT Statewide Bridge Scour Study, Statewide, MT



Kasey Hayes Subsurface Utility Engineering Lead

Kasey is a subsurface utility engineering (SUE) technician who has well over a decade of experience in designating underground utilities. Kasey has experience working in and around underground utilities ranging from common utilities to high-profile infrastructure. This experience has been gained throughout northern Colorado over the past 14 years. Recognizing that utility owners and infrastructure differs from city to city, Kasey is adept in utility locating, designating, identification, and risk management involved with every type of existing utility. Kasey is a recognized Damage Prevention Specialist known for his rapid response to clients' needs and commitment to quality.

Total Experience

13 Years

Memberships

Weld County Damage
Prevention Council, Member

Utility Notification Center of
Colorado, Member

Select Experience

- Longmont Hover Street Improvements, Nelson Road to Highway 119, Longmont, CO
- Greeley Centennial Pool, Greeley, CO
- Timberline Road Widening Project, Fort Collins, CO
- Salisbury Homes Gas Line, Timnath, CO
- SH 392 and CR 13 Road Widening, Windsor, CO
- Taft & Highway 34 Road Improvements, Loveland, CO



Total Experience

16 Years

Registrations

Professional Land Surveyor, WY, MT, CO, ID, ND, SD, UT, NV

Education

BS, Business Administration, University of Wyoming, 1988

Cotton Jones, PLS Survey Lead



Cotton is the owner and president of Jones Land Surveying and has previously been employed by other surveying and engineering firms in Cheyenne and Laramie County doing work. Cotton's experience covers a range of surveying activities throughout the western states as well as numerous projects throughout Wyoming working for various municipalities and agencies. As a professional land surveyor, he performs initial project area evaluations and facilitates contact with the adjacent landowners and public. His proficiency in advising and communicating with the public facilitates successful project coordination.

Cotton performs all tasks necessary to provide clientele with professional deliverables on a wide range of projects including:

- Bureau of Land Management, GCDB Enhancement Project, Southeastern Wyoming, 2010
- As-built surveys
- Legal descriptions and Exhibits
- ALTA/NSPS surveys
- Boundary retracement surveys, subdivisions, and lot line adjustments
- FEMA Flood Zone Surveys (determine Base Flood Elevation, prepare Elevation Certificates, and prepare Letter of Map Amendments)
- Construction Staking for misc. projects, including retaining walls, trails, and roads



Total Experience

10 Years

Registrations

Professional Engineer, WY, CO, TX; Professional Geologist, WY

Education

BS, Geological Engineering, Colorado School of Mines, 2011

MS, Geological Engineering, Colorado School of Mines, 2013

Brett Arpin, PE, PG Geotechnical Engineer



Brett has nine years of experience in civil and highway related construction, with most of his projects being in Colorado and Wyoming. His areas of expertise include landslide and rockfall analysis and mitigation, shallow and deep foundations, foundation ground improvement, retaining wall analyses and design, geological and surficial mapping, and geological and geotechnical site investigation.

Select Experience

- US 14 Ranchester Bridge Bi-Directional Static Load Test, WYDOT, Sheridan County, WY
- Peaks to Plains Trail, Jefferson County Open Space, Jefferson County, CO
- Wyoming DOT Master Agreement for Geologic Services On-Call Contract, 2018-Present
- Colorado DOT Non-Project Specific Contract for Geohazards and Geotechnical Engineering, 2020-Present
- DIP Landslide, WYDOT, Park County, WY
- Bear River Landslide, WYDOT, Teton County, WY

Ability to Perform Services

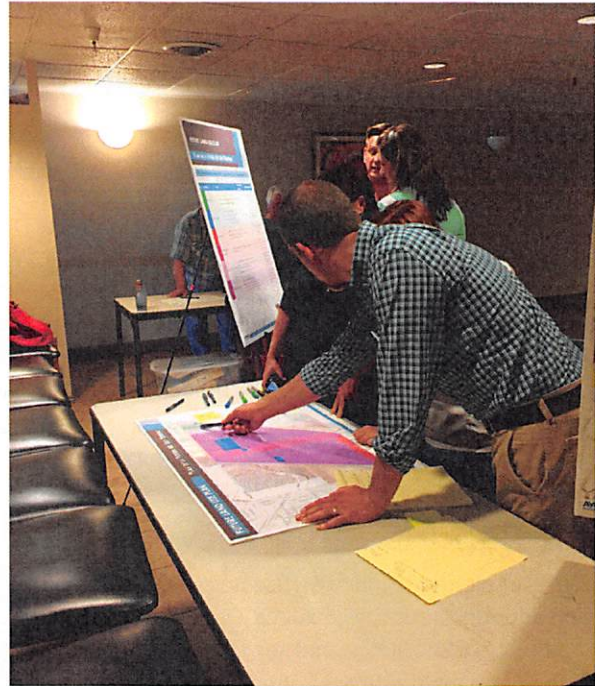
Development Review

Time is short, and the pressure to perform is intense. More local governments are exploring the benefits of on-call development review services to help supplement full-time staff efforts. This response enables the best of both worlds – when demand is high, the consultant team flexes to fill the need. In the event activity slows down, the local department isn't overstaffed and facing cuts. Having spent time managing a Planning and Development Office, our Development Review Lead for this project understands the inner workings of running a municipal department having worked for the City of Broomfield and the Town of Windsor, Colorado. We are enthused to offer seasoned-planner Josh Olhava as one of your primary project staffers.

At Ayres, we look to become a seamless extension of the County staff so we can anticipate your needs and improve efficiency. When considering development review, customer service is essential. Not only is the County our customer, but the applicants (who are the County's "clients") are also our customers as well. Treating the entire cross-section of participants with respect is essential to building positive long-term relationships.

Additionally, having the professional knowledge to explain the rationale behind a regulation is also important. If a developer, property owner, or business can't see the logic behind a regulation, requirement, or process, they can quickly become frustrated. Where possible, we facilitate applicant understanding through our processes, staff reports, and presentations. Putting ourselves in other people's shoes makes us more effective communicators.

Our team has experience reviewing and conditioning entitlements while working for local municipalities and leading teams with the capacity and engineering expertise to help the County diligently complete timely



reviews of development plans, reports, and studies. Ayres has worked with several northern Colorado municipalities as a trusted engineering partner.

Our planners have extensive experience managing current development applications. Josh has served in on-call positions or local municipal offices and appreciate that comment timelines are crucial to meet.

Our team is well-versed and has extensive experience working on a variety of current planning, long-range planning, and organization-wide initiatives for local municipalities. Appreciating this blend of perspectives helps our team differentiate our recommendations by providing a greater depth of insight. We've generated comprehensive plans, updated land development codes, executed grant strategies, and negotiated development agreements. Our seasoned team of planners brings you a wide diversity of skills to tap into.

Similar Project Experience

Development Review

Greeley On-Call Development Review

Client: City of Greeley

Contact: Julie Cozad, Engineering Development Review Manager; 970.350.9861; julie.cozad@greeleygov.com

Ayres was selected by the City of Greeley Community Development to perform Planning and Engineering Development Review services in support of City staff. Work includes fielding various application reviews through the City's Permit portal, completing comprehensive planning and engineering reviews, referring plans and documents to other disciplines at the City (Planning, Stormwater, Water/Sewer, Fire, Building Permits, etc.), coordinating referral comments, and returning combined review comments to the applicant. Work requires a comprehensive understanding of City Codes and Criteria, numerous Master Plans, and several processes as well as the ability to communicate clearly with both applicants and City staff.

On-Call Planning Services

Ayres' implementation expertise is repeatedly tapped to help organizations develop strategies to implement goals and adopt plans and regulations. Our team's availability and immersion in the local environment help provide continuity of knowledge and services during staffing changes and fluctuating development pressures. Our on-call technical planning services often include, but are not limited to:

- ◆ Development review
- ◆ Code analysis and revisions
- ◆ Master and strategic planning
- ◆ Corridor studies
- ◆ Grant writing and administration
- ◆ Specialty analysis and studies (e.g., housing, economic, brownfield and environmental)

Development review is an important benefit we provide to our partners. Our team's background is rooted in public sector planning, having served as senior level planning staff. We understand the importance for development review services to maintain deadlines and to provide excellent customer service. We approach every project and task with a solutions oriented mindset. Some of our partner communities in the region where we provide technical planning services include:

- ◆ Laramie County, Wyoming (2019-present)
- ◆ Larimer County, Colorado (2021-present)
- ◆ Greeley, Colorado (2021-present)
- ◆ Estes Park, Colorado (2017-present)
- ◆ Severance, Colorado (2021-present)

Contacts:

Jessica Garner, AICP, Community Development Director, Town of Estes Park; 970.557.3719; jgarner@estes.org

Abdul Barzak, Town Planner, Town of Severance; 970.692.1556; abarzak@townofseverance.org

Ability to Perform Services

Floodplain Management

Ayres' Fort Collins-based Stream and Stormwater team has a long history of working on rivers and drainages in Colorado and across the country. We are nationally recognized in hydrologic and hydraulic analysis, urban drainage design, floodplain and floodway mapping, river engineering, and erosion and sedimentation control. We have accrued valuable experience working together to solve hydraulics-related problems both in the aftermath of the major Colorado floods in 2013 and on the Hydraulic Non-Project Specific contract for the Colorado Department of Transportation (CDOT).

The Ayres team also includes co-authors of the Federal Highway Administration (FHWA) documents on bridge hydraulics, scour evaluation, stream stability, scour countermeasure design, and sediment transport (HDS 7, HEC-18, HEC-20, HEC-23, and HDS 6, respectively), and serve as instructors of the FHWA national courses on the same topics, in addition to the HEC-RAS 1D and SRH-2D modeling courses. **Ayres has proudly been serving FHWA for over 30 years.**

In addition, staff members from our offices have been under contract for multiple years with the National Highway Institute to teach courses across the country in:

- 2-Dimensional Hydraulic Modeling of Rivers at Highway Encroachments
- Culvert Analysis and Design
- HEC-RAS River Modeling
- Urban Drainage Design
- River Engineering for Highway Encroachments
- Stream Stability and Scour at Bridges
- Countermeasure Design for Stream Instability and Scour
- Introduction to Highway Hydraulics

With Ayres' current Hydraulic NPS contract with Colorado Department of Transportation, we have successfully completed over 61 task orders. In addition to our CDOT projects, Ayres has recently completed the following local Colorado projects, many of which were in support of transportation design efforts:



- Post-Construction Floodplain Permitting on multiple projects for the City of Loveland on the Big Thompson River
- Local drainage and channel stabilization on 37th Street and GLIC projects for the City of Loveland, CO
- Matrix riprap construction oversight support for Larimer County
- Projects on the Cache la Poudre River for Larimer County and the City of Greeley, CO
- Studies on the South Platte River for the City of Evans
- Floodplain permitting support and a LOMR on James Creek for the Town of Jamestown, CO
- Channel stabilization on Fossil Creek, Spring Creek, and Mail Creek for the City of Fort Collins

Work for the Town of Windsor, CO on multiple projects including a successful FEMA Risk-map appeal for areas along the Cache la Poudre river through town and the CO392/WCR13 intersection project that was a CDOT local agency project.

Our team is experienced with the current versions of Autodesk products AutoCAD and Civil3D the use of WYDOT's standards for these programs. We are using ArcMap and ArcGIS Pro and are proficient in generating ArcGIS online maps for design team coordination and public outreach on large projects, including the creation of offline maps in ESRI's Field Maps application. Our hydraulic engineers frequently use Civil 3D, HEC-RAS, SMS and SRH-2D, HY-8, FHWA's Hydraulic Toolbox, WMS and HEC-HMS, and HEC-SSP.

We have 4 Certified Floodplain Managers in our Fort Collins office.

Floodplain Management

US 34 Big Thompson Canyon Permanent Repair Hydraulic Consulting

Client: Colorado Department of Transportation

Contact: James Usher, CDOT Region 4; 970.350.2103;
james.usher@state.co.us

This was a reconstruction project to repair the extensive damage to US Highway 34 after severe flooding in 2013. Ayres was responsible for the design of countermeasures to improve corridor resiliency and prevent the destruction of the highway embankment and of several bridges in future floods. The extreme hydraulic conditions and budget constraints demanded innovative countermeasure designs. Ayres collaborated with the multi-disciplinary design team and with the CM/GC contractor to develop embankment protection designs that were much more cost effective than loose riprap options. The cost efficiency of the design was enhanced by Ayres' use of 2D hydraulic modeling to pinpoint the areas where the heaviest protection was needed. Will was ultimately responsible for Ayres' extensive work (\$1.7 million in fees). He was also the primary innovator on the embankment protection designs. In 2019 ENR magazine named this project its national "Best of the Best" award winner.



Fort Collins Stream Restoration and Habitat Enhancement

Client: City of Fort Collins

Contact: Jason Stutzman, PE; 970.221.6212; jstutzman@fcgov.com

This project involves providing planning, design, construction administration services, and obtaining appropriate permits from resource agencies for the City of Fort Collins Stream Rehabilitation and Habitat Enhancement Capital Improvement Projects. This program is part of the City's Alternative Project Delivery System (APDS), which involves the collaboration of a project team from start to finish, including the client manager, engineer, construction contractor, and other subconsultants as necessary. Project goals include stabilizing stream channel morphology, restoring or creating new native in-stream and riparian habitat to attract and support native fish and wildlife populations, and promoting best management practices to improve water quality. Work includes incorporation of stormwater infrastructure improvements when appropriate. Specific projects completed to date include developing overall vision for Fossil Creek Basin, site design for priority reaches of Fossil Creek, Spring Creek, and Mail Creek, and construction support services for Fossil Creek and Spring Creek.



Floodplain Management

Glendo Revetment Analysis

Client: Wyoming State Parks & Cultural Resources

Contact: Lance Marrs, PE; 307.777.6325; lance.marrs@wyo.gov

Ayres was tasked with the hydraulic analysis and revetment design for the Glendo boat ramp. This analysis included a design flow determination, a hydraulic analysis with HEC-RAS, scour evaluation, revetment sizing, and layout. Site survey was provided Steil Surveying Services.



by

CDOT State Highway 7 Lower Master

Client: Subconsultant to RS&H

Owner: Colorado Department of Transportation, Region 4

Contact: Brian Varrella, PE, Project Manager; 970.350.2140; brian.varrella@state.co.us

Project developed preliminary (FIR-level) designs for permanent repair of lower SH 7 corridor in wake of September 2013 flooding and subsequent emergency repairs. Managed major drainage design and coordinated GIS map book development. Design included 5 miles of conceptual channel rehabilitation design to repair damage to river and floodplain caused by emergency repair activities, preliminary floodplain impact analysis of entire corridor using HEC-RAS and SRH-2D to support environmental and floodplain regulatory compliance efforts, and FIR-level embankment protection design to improve emergency access and roadway resiliency.



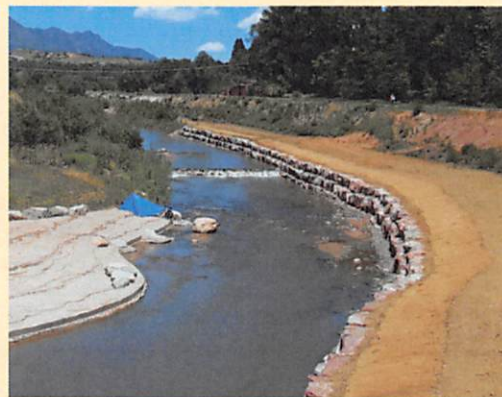
Monument Creek at Uintah Street Bank Protection

Client: Colorado Springs Utilities

Contact: Kyle Hinton; 719.668.7640

Monument Creek just upstream of Uintah Street has degraded and down cut over the years into the claystone soft bedrock layer. In this area, the sanitary sewer line in the eastern bank, which is in the claystone layer, was discovered to only be endangered by the eroding cut bank created as the channel incised. This precipitated the need for an emergency design effort to have an interim bank protection constructed by runoff of 2020.

Colorado Springs Utilities retained Ayres Associates to evaluate roughly 1,000 feet Monument Creek using SRH-2D hydraulic modeling. Using the 2D hydraulic modeling and updated channel and bank topography, Ayres mobilized quickly to design stream and bank stabilization measures including a proposed grouted boulder wall and single boulder drop structures for the emergency fix, working in close collaboration with the Utility.



Ability to Perform Services

Public Works

We know that Public Works wears the most hats out of any division within the County and is always stretched thin when it comes to manpower resources. Which is why our philosophy when it comes to on-call service contracts is to make our clients' lives easier.

Our team is prepared to deliver any combination of projects as part of the On-Call contract and anticipate a combination of the following:

- Provide planning, design, engineering, environmental, utilities, traffic, hydraulics, surveying, geotechnical, construction phasing, drafting, and mapping services, right-of-way design and acquisition, preparation of cost estimates and specifications, bid support, project construction administration, and project completion.
- Prepare and review of legal descriptions for easements, rights-of-way, etc.
- Review and provide comments on environmental documents for proposed projects submitted to the County in accordance with the Wyoming Department of Environmental Quality requirements.
- Assist the County's Engineering Division with presentations and recommendations.
- Attend progress meetings, such as Scoping, 30/60/90% plan reviews.
- Coordinate with affected entities including WYDOT, railroads, utility and ditch companies, and property/business owners.
- Review the County's requested project and/or task to be accomplished, and provide preliminary consultation, research and evaluation recommendations.
- Provide other engineering and design services as requested. In the sections that follow, please find specific details about our approach to each project.

As outlined in the following table, the Ayres civil team has the depth and capabilities to support the County in all aspects of engineering.

AYRES' SERVICES	
Construction Management & Inspection	Transportation + Traffic Engineering
Water Resources + River Engineering	Subsurface Utility Engineering (SUE)
Surveying + Aerial Mapping	Planning + Development
Landscape Architecture	Architecture
Environmental	Civil + Municipal Engineering
Structural Design + Inspection	Mechanical, Electrical, Plumbing

Consulting Partners

In addition to the variety of services Ayres' offers, we are excited to partner with **Yeh and Associates, Inc.** (Yeh) and **Jones Land Surveying, Inc.** (Jones) to provide additional services and increase our project capacity.

Yeh is a Colorado-based consulting firm committed



to providing high-quality geotechnical engineering, construction management/inspection, and materials testing solutions to the public sector. They take pride in employing quality staff who offer expertise in all our areas of service throughout six Colorado offices. With their top-notch staff, they provide an excellent understanding and expertise of the requirements and project activities expected under this contract. Areas of expertise include:

- Geotechnical Engineering
- Foundation Design
- Retaining Walls
- Landslide Mitigation
- Tunnel Engineering
- Geologic Hazards
- Rock Slope Stability
- Soil Improvement & Stability

- Cut and Fill Recommendations
- Pavement Engineering
- Construction Management and Inspection
- Materials Testing
- Laboratory Testing and Analysis

Yeh routinely works with a broad array of public and private stakeholders and were recently awarded the on-call engineering contract with the Wyoming Department of Transportation. Their work includes city and county road corridors, major highways, as well as large-scale emergency projects including damage repairs caused by the 2013 flood in Larimer, Weld, and Morgan counties. This project included engagement with every level of federal, state and local agency. Supporting this work is a strong knowledge of diverse contracting methods, including Design-Bid-Build, Design-Build, CM/GC, At-Risk/GMP, and emergency force accounts. They have extensive experience with a wide range of geologic and geotechnical settings, roadway construction elements, contracting environments, stakeholder groups, and delivery of technical advancements to the national geotechnical community. Yeh would welcome the opportunity to bring our array of experiences to Laramie County infrastructure projects.

Led by Shan-lai Yeh, former Chief Geotechnical Engineer with the Colorado Department of Transportation, the firm has experienced steady overall growth and little turnover of professional, technical, and support personnel. Highly qualified personnel have been steadily added to support growth and continue building the firm's excellent reputation as an employer and as a member of the engineering consulting community. The firm is financially stable and has substantial experience servicing on-call contracts.

◆ ◆ ◆

“The Team at Yeh provide quality services, on time and on budget. Their reports are well-written and include cost-effective, practical design solutions. Overall the projects were well-planned and executed.”

Travis Lefever

Buildings by Design, Brush, CO

Jones is a full-service land surveying firm based in Cheyenne and has numerous years of experience working in Wyoming



on various projects. Cotton Jones, PLS, is the owner and president of Jones Land Surveying and has previously been employed by other surveying and engineering firms doing work in Cheyenne and Laramie County doing work. Cotton's experience covers a range of surveying activities throughout the western states as well as numerous projects throughout Wyoming working for various municipalities and agencies. As a professional land surveyor, he performs initial project area evaluations and facilitates contact with the adjacent landowners and public. His proficiency in advising and communicating with the public facilitates successful project coordination. His broad survey expertise and qualifications provide a solid foundation for any type of surveying activities.

Jones possesses the depth of surveying resources and knowledge that is necessary to complete any survey project timely and efficiently. Their solutions focus on organizing and analyzing geographic information that constantly evolves to meet the changing needs of business, industry, and technology. The combination of a solid reputation and history in surveying, investment in technology, and resources and the ability to create innovative solutions makes them a valuable team member.

Ensuring they meet or exceed the expectations for any survey project is Jones' primary goal. They intend to apply the same high-quality control/quality assurance procedures and close client relations that have earned us the honor to work on projects throughout the Rocky Mountain region although in a different capacity while working for other firms. Jones has worked in and around Laramie County for over 12 years as fully licensed land surveying firm as well as with others as a staff surveyor and is familiar with the quality of work that is expected by Laramie County. This previous experience will ensure the quality that the client has come to expect. The Jones team will work diligently to perform all project requirements in a timely and efficient manner.

Miscellaneous Needs for Public Works

North I-25 Express Lanes - Segments 7&8, Johnstown to Fort Collins

Client: Colorado Department of Transportation (Region 4)

Contact: Stephanie Gramberg, PE, Construction Manager; 970.294.1831

Additional Contact: Patrick Yeager, EPST II, Materials Lead; 970.691.5239

Currently under construction, this project is the largest transportation project ever constructed for CDOT Region 4. For over two years, Bill worked as CDOT Representatives for the construction management on many components of this project including construction of 6 of the 13 bridges being replaced. He was involved in the oversight and materials testing for bridge caissons, approach slabs, rebar inspection, and various other bridge construction elements.

With the addition of a change order that almost doubled the scope and cost of this project it also extended the project by two years, but the project is anticipated to be completed six months early.



Converse Avenue Reconstruction Plan

Client: Cheyenne Metropolitan Planning Organization

Contact: Tom Mason, Cheyenne Metropolitan Organization (MPO) Director; 307.637.6299; tmason@cheyennecity.org

Ayres and Summit Engineering were contracted by the Cheyenne MPO to perform a corridor study and 35% design plans for a 0.6-mile segment of Converse Avenue, including development of traffic projections, evaluation of lane configurations and median treatments, pedestrian and bicycle accommodations, storm sewer extension and relocation, access management, and virtual and in-person public involvement.

Ayres used effective public involvement to solicit feedback and incorporate community-driven pedestrian and multi-modal elements into the Plan recommendations. Ayres also worked closely with MPO and City staff to develop specific design elements to accommodate City requests like variable-height median curbs, limited landscaping to reduce water use, inclusion of a roundabout at the Gateway-like intersection of Carlson Street, and corridor-specific lane configurations tailored to the immediate needs of the corridor.

Miscellaneous Needs for Public Works

I-180 Bridge Railing Enhancement Project

Client: City of Cheyenne

Contact: Nathan Beauheim, Former Assistant City Engineer; 307.637.6268

The Wyoming Department of Transportation (WYDOT) was required to put up a fence on the Interstate 180 bridges over the Union Pacific rail yard in Cheyenne. The City of Cheyenne desired a more decorative fence than WYDOT planned to install, so the City retained Ayres to design a fence that will fit in with the City's theme for the renewal of the downtown area. The fence was to be aesthetically pleasing as well as protect railroad workers in the rail yard from objects dropped from the bridges.

Ayres provided the railing design and traffic control design for fence construction. In addition to aesthetic considerations, the design incorporated lighting WYDOT was replacing.



Jamestown Drainage and Stormwater Management Master Plan

Client: Town of Jamestown

Contact: Chris Krolick; Chris.Krolick@jamestownco.org

The Town of Jamestown selected Ayres to prepare a drainage and stormwater management master plan to identify and prioritize risks and problem areas. Our team identified trouble spots such as undersized culverts; areas in need of a storm sewer collection system; and areas with inadequate storm conveyance, heavy erosion, and mudslides and debris flow potential. Drainage improvement projects were identified, prioritized, and the top two projects were conceptually designed. The master plan provided a roadmap to execute the priority projects as funding becomes available. Ayres' services included holding public information meetings, EPA SWMM hydrologic analysis, SRH-2D analyses of James Creek, and conceptual design of two improvement projects. Ayres also provided the feasibility study for the Town to look at bridge alternatives for the Little Main Street bridge and finalize hydraulics and countermeasure design.



Miscellaneous Needs for Public Works

Cheyenne West Edge Project

Client: City of Cheyenne

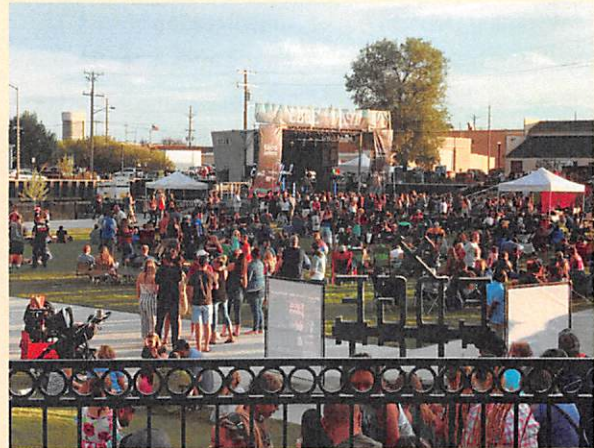
Contact: Tom Mason, Cheyenne Metropolitan Organization (MPO) Director; 307.637.6299; tmason@cheyennecity.org

The City of Cheyenne sought a way to turn around the downward trend in a 35-acre area of barren land ridden with an ill-defined patchwork of environmental contamination that palpably stymied attempts to make redevelopment feasible for private and public sector stakeholders. The City turned to Ayres to combine the goals of improved land use, transportation, and fun greenspaces with the aspirations of businesses, developers, and residents to turn dreams to reality in the West Edge district of the City. The initial spark of hope was a \$1 million U.S. Environmental Protection Agency (EPA) Brownfields Coalition Partners Assessment Grant that Ayres applied for on behalf of the City, Laramie County, and the Cheyenne Downtown Development Authority. The ultimate success of the project can be measured both in the tangible investments in the formerly blighted area, which are 100 times the original \$1 million grant, but also in the incalculable pride and optimism that are now pervasive in the West Edge.

The EPA grant was based on plans for stormwater management and stormwater quality improvements for Cheyenne's Lower Capitol Basin; its vision coalesced around providing storm drainage improvements within a package of park amenities featuring trees and curved walkways providing links to social gathering spaces and the Greater Cheyenne Greenway System. Ayres has assisted the City in acquiring over \$17 million in federal, state, and local funding to jumpstart the West

Edge Project, including an additional \$1 million EPA Brownfield Revolving Loan Cleanup Grant and a \$200,000 EPA Brownfield Area-Wide Planning Grant. Even more impressive than these successful grants are the approximately \$108 million in investments the City, developers, and local businesses have made in the West Edge; the grants partially funded some of those projects, which in turn inspired much more investment.

But it all started with the vision that brownfield redevelopment and stormwater improvements could be the vehicle to get the City to its destination. Environmental site assessments (ESAs) on 28 properties found contaminants such as petroleum, hydrocarbons, polycyclic aromatic hydrocarbons (PAH), solvents, heavy metals, manufactured gas wastes, and mercury. Because brownfield initiatives span years, even decades, articulation of a concise vision is essential. The branding and 3D visualizations captivated the community, securing grass roots support to carry the project through the tough times. Engagement of the community really kicked in at a public meeting that doubled as a concert. The blending of innovation and partnership between the public and private sectors resulted in Edgefest, which is now in its seventh year.



Miscellaneous Needs for Public Works

Planning Services for Wyoming Governors Residence

Client: Wyoming State Construction Department

Contact: Suzanne Norton, Former Project Coordinator; 307.777.7769

Ayres assisted the State of Wyoming with discussions and planning to identify the best possible locations for a new Governor's Residence. Selected by a cross-section of representatives from the State Building Commission, legislators, and the State Construction Department, Ayres assisted with visioning sessions, alternative site concepts, cost estimating, and a strategic report with final recommendations. Ayres provided site development concepts for four possible sites and participated in a regional tour of governor's residences in North Dakota, South Dakota, Utah, Colorado, and Nevada.



Built in the 1970s, the current residence's lack of functionality, security issues, and other deficiencies prompted the search for alternatives, including the option of remodeling or rebuilding on the current site. The original design was downsized because of insufficient funding. Ceilings were lowered, bedrooms removed, and the public space program cut in half. The quality of construction materials and finishes also was compromised.

The Governor's Residence Working Group focused its exploration on 14 sites and then narrowed the alternatives to three new sites and the existing site – each with its own pros and cons in light of security and functionality considerations. The report provided cost estimate ranges for each location, with numbers spanning from \$9 million to \$18 million.

The Working Group concurs that the existing residence does not fulfill the objectives and obligations of a governor's residence because of security concerns, its remoteness, interstate highway traffic noise, the building's dated design, and its small size and lack of modern amenities. Despite these deficiencies, the existing site was considered with modifications that could address several of the shortcomings. A new residence could be constructed on the current site, creating a modern residence that better addresses the functional and security issues, along with expansion and remodeling of the current space to accommodate public functions.

The new sites under consideration include:

- ◆ The Pioneer Site, whose size provides flexibility and whose location near the Capitol provides security and operational efficiencies. The site is believed to be quiet but has lingering environmental concerns.
- ◆ The St. Marys Site, which provides the most ceremonial and visible location very close to the Capitol. This site's proximity to a medical center poses some noise concerns.
- ◆ The Historic Governor's Block, where the Historic Governor's Mansion stands. This site, which would effectively honor Wyoming's heritage, also is near the medical complex, and this option is the only one that would rely on acquisition of private property to proceed, thus extending the project schedule and cost.

City of Cheyenne As-Needed Land Survey Services



Client: City of Cheyenne

Contact: Wes Bay, PE, Deputy City Engineer; 307.638.4315; wbay@cheyennecity.org

City of Cheyenne on-call surveying services to perform surveying activities for the City Engineering Department.

Key responsibilities included:

- ◆ Technical advisor to the City Engineer on survey related matters.
- ◆ Review and process tract maps, parcel maps, lot line adjustments, grants of easement, and street rights-of-way for recondition.
- ◆ Prepare legal descriptions and exhibits.
- ◆ Coordinate with the City's GIS Department for performing GPS Surveys and data acquisition.
- ◆ Perform land surveys for property line, easement, and right-of-way locations, water rights, aerial photography, monitoring wells, and benchmark establishment.
- ◆ Provide research of City and County records for deeds, easements, and other documents to determine ownership and rights to property.
- ◆ Provide public assistance with information regarding plats, aerial photos, construction drawings, utility locations, benchmarks, property lines, and survey control.

Ranchester Bridge Bi-Directional Static Load Test

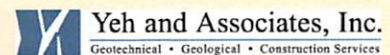


Client: Wyoming Department of Transportation

Contact: Kirk Hood, PG, Principal Geologist; 307. 777.4418; kirk.hood@wyo.gov

Yeh performed a bi-directional load test to evaluate the axial resistance of a sacrificial drilled shaft. An 81-foot-long drilled shaft was installed with a bi-directional load cell placed at a depth of 51 feet, which was used to push up on the upper portion of the shaft and down on the lower portion of the shaft. Strain gauges were installed along the length of the shaft and load vs. movement curves were developed to determine the end-bearing and skin-friction resistance of the shale. The data obtained from this test was used to optimize the design of the production shafts used to support a proposed bridge over the BNSF Railroad on US Highway 14.

County Road 66 and 41, Weld County, CO



Client: Weld County

Contact: Johnny Olson, PE, Colorado Director of Transportation and Operations; 970.381.2206; johnny.olson@horrocks.com

For this \$9 million project, Yeh conducted a geotechnical investigation and pavement design for the addition of turn lanes, slight realignment, and construction of a new box culvert at the intersection of Weld County Roads 66 and 41 in Weld County, Colorado. As part of the investigation, Yeh evaluated the geotechnical characteristics of the site soils and provided recommendations for foundation design of the box culvert. Project challenges included mitigation soft soils and shallow groundwater.

Proposed Fee Structure

2022 FEE SCHEDULE

Billing Category	(\$)
Senior Professional V	\$ 210.00
Senior Professional IV	\$ 185.00
Senior Project Manager	\$ 180.00
Project Manager	\$ 160.00
Senior Professional II	\$ 175.00
Senior Professional I	\$ 150.00
Professional III	\$ 135.00
Professional II	\$ 120.00
Professional I	\$ 108.00
Staff Engineer	\$ 92.00
Senior Designer	\$ 130.00
Engineering Technician	\$ 78.00
Project Administrator	\$ 86.00
Administrative Assistant	\$ 78.00
SUE Supervisor	\$ 130.00
SUE Lead	\$ 105.00
SUE Technician	\$ 78.00
Geospatial Manager	\$ 175.00
Geospatial Project Manager	\$ 143.00
Geospatial Services Specialist	\$ 115.00
Geospatial Services Technician	\$ 85.00
Surveyor	\$ 100.00
Planner II	\$ 125.00
Planner I	\$ 75.00

DIRECT PROJECT CHARGES

Actual costs incurred. Includes subcontractors, analytical services, printing/graphic services, freight and courier services and use of outside vendors for supplies and materials.

ASSOCIATED PROJECT CHARGES

Associated Project Costs (APC) based on labor fees.....3.85%
 APC includes PPE, construction monitoring software, in-house supplies, telecommunications charges, postage (excluding freight costs and courier service), and routine in-house reproduction. Printing and large volume reproduction costs will be invoiced as an outside service.

OTHER COSTS

Ayres Reimbursable Expense Schedule for company owned equipment, vehicles, and software is attached. In addition, reasonable employee's expenses, including meals and lodging incurred during authorized travel, are billed at actual cost or the current CONUS per diem rate. Automobile rental and airfare costs will be invoiced at actual cost.

An administration fee of ten (10) percent will be applied on all direct charges (including subcontractors, travel, direct costs, and service providers).



**COLORADO FRONT RANGE (Denver, Co Springs, Greeley)
STANDARD FEE SCHEDULE EFFECTIVE JANUARY 2022**

Professional Services:

<u>Classification</u>	<u>Basic Rate</u>
Principal	\$210/hr
Senior Project Manager	\$195/hr
Senior Project Specialist	\$180/hr
Project Manager	\$170/hr
Senior Project Engineer or Geologist	\$150/hr
Project Engineer or Geologist	\$125/hr
Staff Engineer or Geologist	\$110/hr
Engineer or Geologist Intern	\$70/hr
Resident Construction Engineer	\$195/hr
Construction Manager	\$170/hr
Construction Observer 3	\$135/hr
Construction Observer 2	\$120/hr
Construction Observer 1	\$110/hr
Technician Leader or Supervisor	\$140/hr
Laboratory Supervisor	\$120/hr
Technician 3	\$100/hr
Technician 2	\$85/hr
Technician 1	\$75/hr
CAD Designer	\$135/hr
CAD Technician	\$90/hr
Project Controller	\$145/hr
Administrative Assistant	\$85/hr

***Overtime rates for Construction Inspection, Technicians and Office Staff is 1.5 x rates shown.*

Laboratory tests are quoted on separate schedule or cost plus 10 percent for outside laboratory testing when applicable. Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$350 per hour.

Rates do not include prevailing wage rates for field services. Prevailing wages will be determined on a project-by-project basis.

<u>Other Direct Charges:</u>	<u>Rates</u>
Subcontracted services, copying and rented equipment	Cost Plus 10%
Travel, subsistence, and expenses	Cost Plus 10%
Vehicle	\$ 80/day
Automobile Mileage	\$ 0.55/mile

**LABORATORY RATE SCHEDULE
 EFFECTIVE JANUARY 2022**

Classification – Index Tests:

Natural moisture content (ASTM D2216)	\$10
Moisture content – dry unit weight, drive or core sample (ASTM D2937)	\$20
Moisture content – dry unit weight, chunk or block sample	\$50
Moisture content – dry unit weight, thin-walled tube sample (ASTM D2937)	\$40
Atterberg limits with PL, PI, LL (ASTM D4318)	\$100
Specific gravity for coarse aggregate (AASHTO T85, ASTM C 127)	\$60
Specific gravity for fine aggregate (AASHTO T84, ASTM C 128)	\$80
Sand Equivalent (CP30, AASHTO T176)	\$90
Grain size analysis (ASTM D422, 6913):	
a) Eight standard sieve nests to #200 (per ASTM D2487 or AASHTO M145)	\$75
b) Less than 3" max to #200 sieve with one split sieve	add \$50
c) Percent less than #200 sieve with wash	\$50
d) Hydrometer analysis	add \$150
Manual USC classification (ASTM D2488), extrude, examine, photo, and describe	\$25
Soil classification (ASTM D2487/ AASHTO M145) sieve, #200 wash, Atterberg as required	\$170
Soil classification (ASTM D2487/ AASHTO M145) sieve, #200 wash, Atterberg as required (using a split gradation)	\$200

Moisture Density Relations:

Standard Proctor compaction (AASHTO T99, ASTM D698)	\$200
Oversize Correction (w/coarse aggregate specific gravity)	add \$60
Modified Proctor compaction (AASHTO T180, ASTM D1557)	\$220
Oversize Correction (w/coarse aggregate specific gravity)	add \$60
R-value (ASTM D2844, AASHTO T190, Cal 301), untreated soil	\$400
CBR Test	\$375

Corrosion Testing:

pH of soil or water (D4972)	\$50
Resistivity of soil or water, as received or saturated	\$50
pH and Resistivity of soil or water (Cal 643)	\$125
Soluble sulfates	\$50
Soluble chlorides	\$50

Swell / Collapse Testing:

Expansion index (ASTM D4829)	\$200
Swell-collapse (ASTM D4546-A)	\$200
Swell-collapse (ASTM D4546-B, C)	\$120
Soil unconfined compressive strength (ASTM D2166)	\$70

Pavement Tests:

Volumetric Production Sample Testing.....	\$450
Asphalt content	
a) Ignition furnace calibration, per mix	\$500
b) Calibration of nuclear asphalt gauge	\$500
c) % AC (CP L5120, AASHTO T308)	\$100
d) Gradation from burn off (AASHTO T30, ASTM D5444)	\$100
Maximum specific gravity (Rice) (CP 51, AASHTO T209)	\$115
Bulk specific gravity (AASHTO T166)	\$55
% Air Void (no rice included) CP L5115, and AASHTO T166.....	\$180
Moisture content for Hot Mix Asphalt (AASHTO T329)	\$30
Hveem Stability CP L 5106	\$200
Resistance of compacted asphalt mixture to moisture induced damage (Lottman) CP L 5109.....	\$500
Coring, per core	\$125
Marshall Compaction & Air Vids Analysis (ASTM 6926)	\$250
Marshall Stability & Flow (ASTM 6927)	\$150
Micro-Deval Abrasion of Coarse Aggregate (AASHTO T327, ASTM D6928, CP-L 4211)	\$275
LA Abrasion (AASHTO T96 or ASTM C131)	\$200
Fracture faces	\$75

Strength Tests:

Compressive Strength of Cylindrical Concrete Specimens (4" x 8") (AASHTO T 22 ASTM C39)	\$20
Flexural Strength of Concrete Beam (Using simple beam with third-point loading) (ASTM C78)	\$80
Point Load Strength Index of Rock and Application to Rock Strength Classifications (ASTM D5731).....	\$30
Mortar & Grout Cube Compressive Strength (ASTM C109) (per Cube)	\$30
Compressive strength for shotcrete cores including cutting and capping (per core)	\$60
Compressive strength for ship-in cylinders (made by others) (per cylinder)	\$ 20 + \$60 if necessity of extra work like stripping, cutting, and capping

2000 Clay Street, Suite 200, Denver, CO 80211, (303) 781-9590
 627 Elkton Drive, Colorado Springs, CO 80907, Phone: (719) 434-1643
 570 Turner Drive, Suite D, Durango, CO 81303, (970) 382-9590
 1525 Blake Avenue, Glenwood Springs, CO 81601, (970) 384-1500
 588 North Commercial Drive, Grand Junction, CO 81505 (970) 242-5125



2022 General Fee Schedule

Personnel

Professional Land Surveyor/Projector Manager.....	\$ 130.00/Hr.
Professional Land Surveyor/Expert Witness.....	\$ 475.00/Hr.
Crew Chief/Senior Designer-Drafter.....	\$ 95.00/Hr.
Field Assistants.....	\$ 75.00/Hr.
CADD Technician.....	\$ 85.00/Hr.
Administration.....	\$ 75.00/Hr.

Survey Crew

1 Man Survey Crew	\$ 105.00 Hr. + Equipment
2 Man Survey Crew	\$ 180.00 Hr. + Equipment
3 Man Survey Crew	\$ 250.00 Hr. + Equipment

Lodging and Meals

Per Diem/Per Employee/Meals.....	\$ 75.00/Day
Lodging	Actual Cost + 10%

Survey Equipment

Robotic Electronic Total Station.....	\$ 600.00/ Day
Robotic Electronic Total Station.....	\$ 75.00 Hr.
Survey Grade RTK GPS System.....	\$ 600.00/ Day
Survey Grade RTK GPS System.....	\$ 75.00 Hr.

Vehicles

Survey Vehicle 4WD.....	\$ 75.00 Day + \$1.50 Mi.
ATV's/UTV's/Snowmobiles	\$ 300.00/ Day
Equipment Trailers	\$ 50.00/ Day

Rentals

Rental Equipment (Vehicles).....	At Cost + \$1.25 Mi.
All other rental equipment.....	At Cost + 10%

Materials

4' Lath.....	\$ 65.50/bundle
16" Stakes.....	\$ 30.00/bundle
8" Guineas.....	\$ 30.00/bundle
Field Supplies.....	At Cost + 10%
(Rebar, Aluminum Caps, etc.)	

Reimbursable Expenses

Mylar Sheets (24x36).....	\$ 20.00/Sheet
24x36 B&W Sheets.....	\$ 6.00/Sheet
Color Sheets (24x36).....	\$ 12.00/Sheet
Photocopies.....	\$ 0.25/Sheet

PROVIDING EXCEPTIONAL CLIENT SERVICE SINCE 2006

Attachment C
Insurance Requirements for Professional Services

Contractor shall procure and maintain for the duration of the contract, *and for 5 years thereafter*, 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 Contractor, his agents, representatives, employees, subcontractors, contractors, or consultants.

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 \$1,000,000 per occurrence, and endorsed with Stop Gap coverage providing Employers Liability insurance with limits no less than \$1,000,000 per accident for bodily injury or disease. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Umbrella or Excess Liability:** Contractor may achieve required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in same or greater coverage as coverages required in paragraphs 1 and 2 above, and in no event shall any excess or umbrella liability insurance provide narrower coverage than primary policy. Excess policy shall not require exhaustion of underlying limits only through actual payment by underlying insurers.
4. **Workers Compensation** as required by the State of Wyoming, with Statutory Limits.
5. **Professional Liability** with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If Contractor maintains broader coverage and/or higher limits than minimums shown for insurance, including but not limited to umbrella or excess liability insurance, Laramie County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Laramie County.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Laramie County. At the option of the Laramie County, either: the Contractor shall cause the insurer to reduce or eliminate such self-insured retentions as respects the Laramie County, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Laramie County guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

Other Insurance Provisions

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

1. **Laramie County, its officers, officials, employees, 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 Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. For any claims related to this project, the **Contractor's insurance coverage shall be primary and noncontributory** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects Laramie County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Laramie County, its officers, officials, employees, or volunteers shall be excess of the Lead's insurance and shall not contribute with it.

Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to Laramie County.

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. 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, or start of work date, the CONTRACTOR must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to Laramie County for review.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to Laramie County.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

Verification of Coverage

Contractor shall furnish Laramie County with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received by Laramie County within 2 weeks of work commencing. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Laramie County reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors, contractors, or consultants maintain same insurance meeting all requirements stated herein. Contractor shall ensure that Laramie County is an additional insured on insurance required from subcontractors, contractors, or consultants. For CGL coverage subcontractors, contractors, or consultants shall provide coverage with a form at least as broad as CG 20 38 04 13.

Special Risks or Circumstances

Laramie County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.