LARAMIE COUNTY PUBLIC WORKS/PLANNING DEPARTMENT PROFESSIONAL SERVICES CONTRACTOR AGREEMENT LARAMIE COUNTY, WYOMING / AVI P.C.

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, Wyoming 82003-0608, (COUNTY) and AVI P.C., 1103 Old Town Lane, Ste 101 Cheyenne, WY 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 June, 30, 2026.

This Agreement may be extended once for an additional two years at the COUNTY's option. There is no guarantee for any extension and any extension of this Agreement shall be at COUNTY's sole discretion. Any extension will be based upon written agreement and executed contract extension by both parties. Fees and scope of work may be updated at time of extension through the written agreement. COUNTY will provide written notice to CONTRACTOR of the intent to renew on or before April 1, 2026.

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. <u>Independent Contractor</u>: 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. <u>Preference-Wyoming Labor</u> 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. <u>Acceptance Not Waiver</u>: 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. <u>Termination:</u> 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. <u>Entire Agreement:</u> This Agreement (5 pages), Attachment >A= (12 pages), Attachment >B= (21 pages), and Attachment >C= (Insurance information -2 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. <u>Assignment:</u> 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. <u>Modification:</u> This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.
- H. <u>Invalidity</u>: 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. <u>Applicable Law and Venue:</u> 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. <u>Contingencies:</u> 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. <u>Discrimination:</u> 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. <u>ADA Compliance:</u> 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. <u>Governmental/Sovereign Immunity:</u> 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. <u>Indemnification:</u> 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 arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.
- O. <u>Third Parties:</u> 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. <u>Conflict of Interest:</u> COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement Page **3** of **6**

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. <u>Force Majeure:</u> 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. <u>Limitation on Payment:</u> 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. <u>Notices:</u> 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. <u>Compliance with Laws:</u> CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.
- U. Agreement Controls: As indicated herein, this Agreement contemplates the potential for future services from CONTRACTOR. CONTRACTOR agrees and understands that the only binding and effective signatory to an agreement with COUNTY is the Board of Laramie County Commissioners. It is the intent and agreement of the parties that the terms and conditions of this Agreement control in any future agreement for services between the parties. With the contemplated exception of additional costs, descriptions of services and/or any materials for future services, the terms or conditions herein may not be abrogated or modified nor may additional terms be added. Additional terms and conditions or changes to same to this Agreement, outside the aforementioned costs, description of services and/or materials, must be approved by the governing body of Laramie County and CONTRACTOR in order to be binding. In the event that additional terms, conditions or inclusions appear in a subsequent writing, they are a nullity and this provision controls. In addition, in the event of any conflict with subsequent writings or agreements, the terms

and conditions of this Agreement control.

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LARAMIE COUNTY PUBLIC WORKS/PLANNING DEPARTMENT PROFESSIONAL SERVICES CONTRACTOR AGREEMENT LARAMIE COUNTY, WYOMING / AVI P.C.

Signature Page

LARAMIE COUNTY, WYOMING						
By: Chairman, Laramie County Commissioners	Date					
ATTEST:						
By:Laramie County Clerk	Date					
AVI P.C.:						
By: CROMS	Date 10-11-24					
This Agreement is effective the date of the last signature affixed to this page.						
REVIEWED AND APPROVED AS TO FORM ONLY:						
By:Laramie County Attorney's Office	Date 6-25-24					



REQUEST FOR PROPOSALS

FOR

ENGINEERING AND SURVEYING SERVICES

Submittals Due

May 9, 2024

LARAMIE COUNTY BOARD OF COMMISSIONERS REQUEST FOR PROPOSALS

FOR

ENGINEERING AND SURVEYING SERVICES

Advertisement:

Laramie County seeks to contract with no more than 10 (ten) qualified 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 May 9, 2024 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:

<u>Development Review</u>

- 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 miscellaneous 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 rate sheet.
- 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 the 10 (ten) most qualified consulting firms specializing in engineering <u>and</u> 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 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) Proposed fee structure for this type of engagement.
- 6) Indicate any and all areas of specialty your firm may practice.
- 7) Please limit the proposal to no more than 30 pages (not including resumes).

Proposals shall be received by email (subject line: Engineering RFP Proposal for "Firm Name") to molly.bennett@laramiecountywy.gov by May 9, 2024 by 2:00PM.

In addition and if desired, two paper copies of the proposal could be delivered by 2:00 p.m., May 9, 2024 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.

<u>CLARIFICATIONS OR SUPPLEMENTS TO REQUEST FOR PROPOSAL:</u> If 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 all changes. The County will maintain a register of holders of this RFP via the required website. Laramie County will accept questions until <u>April 16</u>, <u>2024 at 4:30pm</u> and will respond to all questions to all firms who have requested proposal by end of day <u>April 23, 2024 by 4:30pm</u>.

<u>INCURRING COSTS:</u> 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.

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

<u>NON-DISCRIMINATION</u>: 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.

<u>AVAILABILITY OF FUNDS:</u> 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 for one (1) year, 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. Upon expiration of the initial contract, the County may offer respondent a contract extension for an additional one (1) year.
- 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 based on 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 the 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 those 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/Request-for-Proposals 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.



Engineering & Surveying Services

Laramie County Board of Commissioners



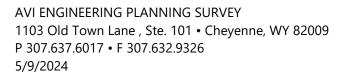


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LETTER OF INTRODUCTION.

Molly Bennett, Director of Public Works 13797 Prairie Center Circle Cheyenne, Wyoming 82009 molly.bennett@laramiecountywy.gov May 9, 2024 24.063

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

Dear Ms. Bennett and Laramie County Board Of Commissioners.

AVI Professional Corporation (AVI) is pleased to submit the enclosed proposal for Laramie County Engineering and Surveying Services. AVI has teamed with Front Range Stormwater and Floodplain Consulting to provide an effective team for the County. The key players for this project want to assure you and the Laramie County Board of Commissioners that our Project team of professionals are ready to be entrusted with development review of projects submitted to the County and supporting County Staff with engineering design work and/or surveying services for Construction Projects. AVI understands the importance of providing these services in a timely manner and has comprised a team of individuals familiar with County, State and Federal Standards.

The AVI team can provide development review and support County Staff within the Public Works department with miscellaneous needs and Civil engineering projects. Our team does not have a certified flood plain manager. Aaron Cvar with Front Range Stormwater and Floodplain Consulting has a PhD in Civil and Environmental Engineering and has been a lecturer at the University of Wyoming.

The AVI team's experience with projects for our clients located throughout the State of Wyoming but more specifically within Laramie County makes the AVI team uniquely qualified to perform the tasks presented. Included in this proposal is documentation of our extensive experience with on-call contracts, summary of dedicated support staff, and outline of our management approach. AVI is committed to client service and is familiar with County staff and procedures having worked and interacted with County officials while performing planning and development review for Planning Commission and Commissioner's meetings.

I will be the primary contact, project manager, and principal-in-charge for this project.

If you have any questions or require additional information, please feel free to contact me directly.

Respectfully Submitted

AVI PROFESSIONAL CORPORATION

Christine Johnson, PE

Principal

1103 Old Town Lane | Cheyenne, Wyoming 82009 | 307.637.6017

Cell 307.256-4952

cjohnson@avipc.com | www.avipc.com

Cc: File

2. FIRM INFORMATION AND AVI TEAM

AVI is a Wyoming based company headquartered in Cheyenne with an office in Fort Collins, Colorado. Since its founding (1979) the firm has devoted itself to providing personalized and professional services specifically tailored to the needs and expectation of our clients.

Location | AVI's home office is located at 1103 Old Town Lane. Suite 101, Cheyenne, WY 82009.

P| (307) 637-6017 F| 307-632-9326

E | avi@avipc.com

W | www.avipc.com

Colorado office located at 2290 E Prospect Ste 5

Fort Collins, Colorado 80524

P| (970) 420-0086 F| 307-632-9326

E | kent@avipc.com

Year Established | 1979.

Duns Number | 095755492

Small Business Status | NAICS 541330 Engineering Services:

NAICS 541370 Surveying and Mapping: NAICS 925120 Urban Planning & Community & Rural Development Regional Planning & Development.

Years of Experience | 45+ years

Legal Form of Bidder (E.G. Sole Proprietor, Partnership,

Corporation) Professional Corporation

Former Firm Name | James Voeller & Associates Year Established | 1974.

THE WYOMING BOARD OF PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS

Certifies That

AVI Professional Corporation

SUBJECT TO THE CONDITIONS PRESCRIBED BY LAW, IS AUTHORIZED TO PRACTICE PROFESSIONAL ENGINEERING AND PROFESSIONAL LAND SURVEYING IN THE STATE OF WYOMING UNDER PERMIT

NUMBER ES-0056 EXPIRING 12/31/2025

Executive Director

All work will be performed under the authority of a professional engineer, or land surveyor licensed in the State of Wyoming.

Design plans, specifications, and planning reports will be stamped by a professional engineer, or land surveyor licensed in the State of Wyoming.

Contact information | Christine Johnson PE 1103 Old Town Lane | Cheyenne, WY 82009 O| 307.637.6017 C| 307.256.4952 E| cjohnson@avipc.com

AVI is a very well-established Engineering, Planning and Survey Firm in Wyoming and in northern Colorado. Since 1979, The company currently maintains approximately 30 employees in the Cheyenne and Fort Collins offices. AVI is owned and operated by eight partners, including AICP certified planners, professional engineers, and surveyors.

Unlike typical engineering, planning, and surveying firms, we offer the additional advantage of truly personal and highly collaborative project support. Since our founding in 1979, our service model includes individualized, hands-on attention from our principals to ensure excellence, a successful project outcome and uncompromised client satisfaction. AVI's principals bring their 145 years of combined professional excellence and experience to the table to ensure project success. From vetting designs, plans, and surveys, to closely monitoring project progress, to ensuring the implementation of the most efficient and cost-effective means to complete a project on time, on budget and on spec. AVI's leadership team delivers successful engineering solutions every time.

AVI's in-house services include land use planning, downtown planning, redevelopment, development entitlements, project management, surveying, transportation/utility civil engineering, construction management and inspection.

The AVI Team

The AVI team includes experienced and knowledgeable members to properly assist the Laramie County Director of Public Works and the Planning and Development Program Manager. The list below is AVI's Professional Personnel. More detailed resumes for highlighted employees can be found in the Resume Section.

Experience and Ability of Professional Personnel

<u>Employee</u>	Discipline	PE Numbers & Registrations	Total Years Experience	Years of Experience with AVI
*Christine Johnson, PE	Principal, Civil Engineer	WY# 11792	19	19
*Brad Emmons, AICP	Sr. Principal, Development Director	AICP Certified Planner 024321	28	18
*Mark Christensen, AICP	Principal, Senior Planner	AICP Certified Planner 33475	7	0
*Trey Rinne, PE	Principal, Civil Engineer	WY# 16249, NE# 18076	11	11
*Adam Deschler, LS	Sr. Principal, Survey Manager	WY# 12045, CO# 37657	27	13
*Scott Bruce, LS	Crew Chief & Field Surveyor	WY# 16571	14	4
*Craig Cowley	Crew Chief & Field Surveyor	NA	25	24
Blane Cowley, PE	Principal, Civil Engineer	WY# 19707	5	5
Tom Kent, PE	Sr. Principal, Civil Engineer	WY# 9633, CO# 38651	28	28
Tristan Cordier, PE	Principal, Civil Engineer	WY# 15931	22	12
David S. Bumann, PE	Technical Advisor/ Sr. Civil Designer	WY# 11238	33	3
Zack Posten, PE	Staff Engineer/Designer /Construction Management	PE(Passed Exam February 2024)	4	1
Daryl Johnson, PE	Technical Advisor/ Civil Designer Reviewer	WY# 4982, NE# 4393	50	39
Bruce Perryman, PE/LS	Technical Advisor/ Civil Designer Reviewer	WY# 5488, CO# 30723	42	40
Scott Cowley, PE	Technical Advisor/ Civil Designer Reviewer	WY# 6509, CO# 39909	33	27
Amanda Klinesmith, El	Staff Engineer/Designer /Construction Management	EI WY# 6683	4	3
Christopher Annala, El	Staff Engineer/Designer /Construction Management	EI WY# 6649	3	3
Taylor Gautreau, El	Staff Engineer/Designer /Construction Management	EI WY# 6669	9	3
Tyler "Falcon" Hostetter, El	Staff Engineer/Designer /Construction Management	EI TN# 33619	6	6
John Bergquist	CADD Manager/Sr. Civil Designer	NA	33	19
Ahmed Alharthi	Staff Engineer/Designer /Construction Management	NA	0	1
Connor Koch	Staff Engineer/Designer /Construction Management	NA	3	2
Cooper Perryman	Staff Engineer/Designer /Construction Management	NA	2	2
lan Johnson	Staff Engineer/Designer /Construction Management	NA	4	4
Nathan Gregg	Staff Engineer/Designer /Construction Management	NA		0
John Steputis	Crew Chief & Field Surveyor	NA	4	4

AVI is very excited about this opportunity and hope the information provided is adequate to demonstrate our abilities to fulfill your needs. If you would like additional information, the AVI Team would be willing to meet and answer any questions you may have.

3. SIMILAR WORK

AVI has been an outside reviewer for the Laramie County Planning and Development Office for several years. We have provided engineering and drainage review services on behalf of the County to ensure that future developments follow the requirements of the Laramie County Land Use Regulations.

AVI has also had the unique opportunity in the past to work for the Laramie County Board of County Commissioners in the Laramie County Planning and Development Office. This work experience gave AVI staff an additional opportunity to represent Laramie County, provide guidance, support and review of projects with adherence to the Land Use Regulations.

AVI has a contract with WYDOT since 2014 to review guardrail shop plans. AVI reviews the guardrail shop drawings for compliance with the approved engineering plans and WYDOT standard plans.

AVI has completed approximately seventy-eight (78) site design projects in the City of Cheyenne since the UDC's adoption in 2002. AVI envisioned creative ways to use the Code for many of the sites. Since no two parcels or sites have the same constraints or development solutions, an experienced and adaptive team is essential to the financial success of these projects. Typically, these projects include a landscape architectural plan, a detailed engineering drawing of the proposed improvements. During the process AVI analyzes and evaluates the land use zoning, access, circulation and parking, privacy, security, shelter, drainage, site specific constraints, and other factors by arranging the conceptual elements of landform, planting, water, buildings, and paving in the site plan for a development.

Examples Wyoming Projects Include:

- Dell Range Van Buren Improvements City of Cheyenne
- City of Cheyenne Public Works Improvements
- 26th Street Strom Interceptor City of Cheyenne
- US30 WYDOT
- Laramie North Campus Transmission Main
- Water/Sewer/Road Design Town of Lusk
- Various Boundary, Subdivision Plats and Alta Surveys Topographic, Construction Surveys, Control Surveys, Bathymetric Surveys and Obstruction Surveys.
- Swan Ranch Industrial Park, Laramie County
- Guernsey State Park Lakeshore Drive
- The Pointe, Thomas Heights & Whitney Ranch Residential Subdivisions.



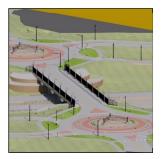
Snyder Avenue, Cheyenne WY



Cheyenne Airport, Cheyenne, WY



Norris Viaduct Cheyenne, WY



Vandehei Roundabout Cheyenne, WY

24.063

On Call Contracts

AVI has extensive experience with on-call contracts and have held many over the years. Following is a list of current on-call contracts. The success of these contracts are due to AVI's ability to manage projects effectively, deliver high quality products on time, on budget, and being responsive and flexible to the client's needs. These on-call contracts have included many surveying tasks such as topographic, boundary, project control, ALTA, easements exhibits, WYDOT, CDOT Right of Way plans, legal descriptions, utility locates, right of way negotiations, construction staking, as-constructed surveys, LiDAR mapping, and aerial mapping.

1. Cheyenne Light, Fuel and Power Company (Black Hills Corporation) (2021-ongoing) AVI was awarded this Master Engineering Service Agreement to provide surveying services

Project Manager Scott Bruce, PLS

Contract is in good standing, and encourage contacting the following for references. Owners Technical Representative: Owners Administrative Representative:

Kyle Young Lorissa Wetzler

7001 MT. Rushmore Road 7001 MT. Rushmore Road Rapid City, SD 57702 Rapid City, SD 57702 (605) 399-5154 (605) 399-5188

kyle.young@blackhillscor.com lorissa.wetzler@blackhillscorp.com

2. <u>Laramie County Community College 2020-2025</u>

AVI has held this on-call contract was recently renewed April 4, 2020 – April 2025

Project Manager Trey Rinne, PE

Contract is in good standing, and encourage contacting the following for references.

Owners Representative:

Laramie County Community College

Jamie Spezzano, MBA

Director, Contracting & Procurement

1400 E College Dr. Cheyenne, WY 82007

ispezzano@lccc.wy.edu

- 3. <u>Larimer County, Colorado (2002 ongoing)</u>
 - <u>Larimer County Engineering Department Surveying Services.</u>

Project Manager Tom Kent, PE

Contract is in good standing, and encourage contacting the following for references.

Owners Representative:

Rusty McDaniel, PE, Assistant County Engineer Charlie Johnson, Land Manager rmcdaniel@larimer.org johnsocw@co.larimer.co.us

(970) 498-5730 (970) 498-5725

Larimer County Facilities Department – Site Surveys.

Project Manager Tom Kent, PE

Contract is in good standing, and encourage contacting the following for references.

Owners Representative:

Ken Cooper Jennifer Johnson Kevin Loughran, Project Manager Facilities Director Facilities Department Haselden Construction

ken.cooper@larimer.org johnsojm@co.larimer.co.us kevinloughran@haselden.com

(970) 498-5915 (970) 498-5900 (970) 232-2096

Larimer County Natural Resources' Department – Recreation Projects.

Project Manager Tom Kent, PE

Contract is in good standing, and encourage contacting the following for references.

Owners Representative:

Christine Fleming Meegan Flenniken

flemincc@co.larimer.co.us flennim@co.larimer.co.us

(970) 577-2092 (970) 619-4570

<u>Larimer County "The Ranch" Facilities Department – Site Surveys.</u>

Project Manager Tom Kent, PE

Contract is in good standing, and encourage contacting the following for references.

Owners Representative:

Mark Tincklenberg, Assistant Facilities Director,

tinklenm@co.larimer.co.us

(970) 619-4016

4. Wyoming State Parks & Historic Sites 2019-2025

Project Manager Tristan Cordier, PE

Contract is in good standing, and encourage contacting the following for references.

Owners Representative:

State Parks and Cultural Resources, Division of State Parks, Historic Sites & Trails

2301 Central Ave.,

Cheyenne, WY 82002

Conrrado Deniz, PE

Construction/Engineering Manager

conrrador.deniz@wyo.gov

(307) 777-6317

5. City Of Greeley

AVI has an on-call project with City of Greeley public works for Stormwater, Public Works (Civil Engineering and Surveying Services).

Project Manager Tom Kent, PE

Contract is in good standing, and encourage contacting the following for references.

Owners Representative:

Brian Ward, City of Greeley Project Manager

brian.ward@Greeleygov.com

(970) 350-9881

6. City Of Loveland

General Civil & Surveying

Project Manager Tom Kent, PE

Contract is in good standing, and encourage contacting the following for references.

Owners Representative:

Bryan Harding, ASLA/APA Kelly Smith Parks and Recreation Planning Manager Project Manager

Bryan.Harding@cityofloveland.org kelly.smith@cityofloveland.org

(970) 962.2451 (970) 962.2478

7. City Of Fort Collins

Project Manager Tom Kent, PE

Contract is in good standing, and encourage contacting the following for references.

Owners Representative:

Steve Kellums, PE,

Colorado State University Facilities Management,

steve.kellums@colostate.edu

(970) 491-0249

8. State of Wyoming, State Construction Department, Construction Management Division 2019-Ongoing

Project Manager Tristan Cordier, PE

Contract is in good standing, and encourage contacting the following for references.

Owners Representative: Ryan Scranton

4. ABILITIES TO RESPOND AND PERFORM

Leading a team specialized in each of our core disciplines, a company principal manages the complexities of a project's planning, surveying, environmental assessments, and design from start to finish. To further ensure that every project is managed and completed successfully, our entire team of senior engineers meet at critical milestones throughout the project to troubleshoot, to share ideas and insights, and to collaborate on key decisions and solutions.

This unique "executive round table" approach results in a project you can have confidence in, realistic and highly accurate schedules and budgets, and most importantly, the successful execution and completion of your project.

AVI principals supervise each aspect of the work completed by our design team and support staff. With these fundamentals, AVI has attained a solid reputation for excellence in completed projects. AVI constantly strives to enhance the knowledge, skills, and experience of staff members, and seeks innovative and cost-effective ways to complete each project for our Clients. AVI takes pride in our ability to work through complicated projects and meet project schedules within established budgets.

AVI can assist you with Civil Engineering, Surveying, Estimating, ADA access, Storm Water Management Plans, and Subsurface Utility Engineering (SUE) and any other surveying/engineering items.

AVI recognizes the commitment of staff to perform reviews in a timely and comprehensive manner. AVI has performed review of subdivision plans, roadway improvements, drainage reports to meet deadlines and review schedules for governmental agencies. AVI provides review of shop drawings for WYDOT in a timely manner to maintain project schedules for fabrication, delivery, and installation. AVI recognizes the urgency of on-call review projects to insure that the agency is responding to requests for review comments and approvals of developers, contractors, and owners in a timely manner to maintain the premise that "Time is Money" whether it is for project review, securing materials, fabrication, equipment, construction, and project financing.

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5. **FEE STRUCTURE**

AVI Professional Corporation 2024 Wyoming Billing Rates

Senior Principal	\$194.00 per hour
Principal	•
Senior Licensed Engineer	•
Licensed Engineer	•
5	•
Engineer (Non-Licensed) I	
Engineer (Non-Licensed) II	
Engineer (Non-Licensed) III	•
Senior Planner	•
Planner	•
Drainage Engineer	•
Construction Manager	•
Technician I	•
Technician II	•
Technician III	•
Bookkeeping	•
Clerical	•
Licensed Surveyor	•
Party Chief/PLS	•
Party Chief	•
Crew Member	\$68.00 per hour
TRAVEL CHARGES	
Mileage (State/Municipality/County)	
ATV/Boat Rentals	
UTV Rental	\$150.00 per day
EQUIPMENT CHARGES	
Trimble R6 GPS Survey Equipment	\$320.00 per day per unit
Additional Rover	\$20.00 per hour
Trimble R6 GPS Survey Equipment w/2nd Rover	\$60.00 per hour
Digital Level (Trimble/Leica)	\$100.00 per day
Robotic Total Station	\$20.00 per hour/\$160.00 per day
Robotic Total Station w/scanner	\$30.00 per hour/\$250.00 per day
Trailer	\$25.00 per day
LARGE FORMAT PRINTS & PLOTS	
Copies	\$0.25 per square foot
Mylars	\$2.50 per square foot
Color Graphics prints & plots	\$0.67 per square foot
Office Fees (Copies, Phone, Postage, Etc.)	\$300.00 per month

^{* *} ANY MULTI-YEAR PROJECTS WILL INCLUDE A STANDARD 2% - 3% INCREASE IN RATES FOR EACH YEAR FOLLOWING PROJECT INCEPTION DATE.

^{* *} Expert witness and/or legal assistance will bill at 1.5 times the above billing rates.

6. ADDITIONAL INFORMATION

We have tackled a diverse range of project assignments in both the private and public sectors over the past 45 years. Our specialized expertise includes design, planning, and management of a number of projects.

Transportation

Our transportation planning, engineering and design services focus on balancing the requirements for safety, aesthetics, environmental sensitivity, and overall functionality with the needs of all stakeholders, including project owners, motorists, cyclists, pedestrians and nearby businesses and residents.

- Route location
- Environmental impact statements
- Right-of-way engineering
- Roadway design
- Bridge design
- Photo-control
- 3D digital terrain modeling
- Hydraulic and Hydrology analysis

Public Works

Public works projects often present special challenges in terms of the complexity of regulatory requirements, legal liability concerns and the need to ensure that the stake holding public is adequately informed about a project's impact. Our decades of experience providing design and construction management services and Master Plan Development for numerous counties and municipalities throughout Wyoming, Nebraska, Colorado, and the Rocky Mountain region has made us experts at addressing those challenges successfully.

- Water distribution
- Water treatment
- Sewage collection
- Sewage treatment
- Storm water management
- Roadway construction
- Utility design
- Transmission mains
- Booster pump stations
- Storage tanks



Glendo Park Road Platte County, WY



Larimer CR 27 Buckhorn Road Larimer County, CO



Crow Creek WRF Anoxic Base Addition Laramie County, WY



20" Transmission Line Rehabilitation Design/Build Laramie

Surveying

AVI has performed numerous surveys for City, County, State agencies & private Clients throughout the State of Wyoming and Northern Colorado.

Boundary, Subdivision Plats and Alta Surveys

AVI crews gather field data for boundary surveys, subdivision plats, ALTA surveys, along with review and analysis of field data for incorporation into Record of Survey Maps, Plats and Legal Descriptions. Surveyors record and process data and utilize this data to reflect in survey documents, recorded survey vs measured surveys.

Topographic, Construction Surveys

Crews collect field data and develop topographic mapping for engineering design. Process and analyze field data for accuracy and compliance with project survey requirements. Perform construction surveys and calculations to layout design features (property boundaries, roadways, drainage structures, water, and sewer infrastructure, and building layout). Surveys provide horizontal and vertical references from which to construct or design each project.



Control Surveys

Provide planning and analysis of Static GPS observations for wide area control networks. These surveys are the basis to control project measurements and photogrammetric projects over large areas.

Bathymetric Surveys

Collection of field data Bathymetric Surveys for modeling including flood inundation, contour of streams and reservoirs, leakage, scour and stabilization, water-quality studies, dam removal, biological and spill data, storage and sedimentation volumes in reservoirs and ponds.

Obstruction Survey

Geodetic control survey information is provided as outlined in FAA advisory circulars. AVI located requested aerial photography photo ID checkpoints, and provided OPUS solutions and RTK state plane coordinates to the mapping company. AVI also located runway endpoints and provided survey information on NAVAIDS as required by FAA advisory circulars including photos, sketches, and coordinate files. Responsible for checking airport control stations, performed survey of photo control points, and provided coordinates to control aerial mapping.









Land Development and Planning

AVI is highly qualified for both rural and urban projects. The AVI Team has completed numerous land development projects over the years in Wyoming, gaining extensive experience with these types of projects. AVI analyzes the land use, zoning, access, circulation, topography, drainage, among other factors to develop a solution for the site to accommodate the Client's best interest.

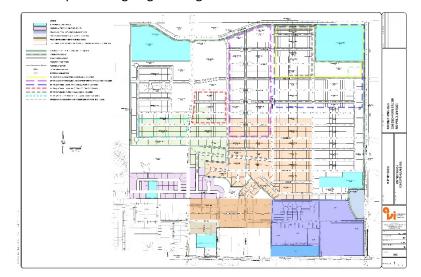
With AVI's involvement and experience in taking projects from inception to completion, with our comments and advice clients can feel assured of the best approach to develop the property.

AVI is comprised of highly qualified and experienced professional team members who have successfully completed site designs and evaluations while navigating through the jurisdictional approval process for both rural and urban projects throughout Wyoming. Since no two parcels or sites have the same constraints or development solutions an experienced and adaptive team is essential to the financial success of these projects. Typically, these projects include a landscape architectural plan, a detailed engineering drawing of the proposed improvements. During the process AVI analyzes and evaluates the land use zoning, access, circulation, privacy, security, shelter, land drainage, site specific constraints, and other factors by arranging the conceptual elements of landform, planting, water, buildings, and paving in the site plan for a development. Unlike other design firms, AVI understands that the land development design process must be tempered with the knowledge of financial limitations and an understanding of the product type that has to be marketed and sold by the client.

AVI generally begins by assessing a potential site for development through site analysis which obtains information about slope, soils, hydrology, vegetation, parcel ownership, orientation, etc. to determine areas that are poor for development (such as floodplain or steep slopes) and better for development. AVI also reviews any governmental regulations that have been structured to differentiate the land to be used as residential, commercial, industrial, or open space. Final stages of the project include notifying the public and landowner of meetings through a robust public involvement component.

Land development and planning is a complex process comprised of numerous specialized areas of expertise, including platting and zoning, obtaining variances, conducting environmental impacts, master planning, transportation studies, cost estimating and project design. Our in-house planning capabilities along with years of experience in development and planning make AVI unique among engineering firms.

- Urban and rural subdivisions
- Condominium and townhouse projects
- Commercial and industrial site plans
- Master planning
- Sports complexes
- Business parks
- Construction management



Energy Services

Through many different types of energy related projects, AVI understands the needs and different requirements of energy companies.

- Wind farms
- Pipelines
- Power plants
- Drill sites

Recreational Facilities

Well-designed recreational facilities enhance quality of life, help build healthier communities and provide opportunities for people to interact. They must be aesthetically pleasing, able to accommodate the needs of a wide range of individuals and adhere to local, state, and federal environmental regulations. We keep these and other considerations in mind throughout the design, build and construction management phases of every recreational project we tackle.

- Parks
- Greenways
- Boating infrastructure
- Baseball, softball, and soccer complexes





Military

AVI Professional Corporation has been involved with Military projects since 1985. Early projects included topographic surveys and site design for thirty-five (35) of the fifty MX missile sites constructed in Wyoming. AVI developed site designs for the MX modifications to include site footprints to accommodate transport vehicles and deliveries to the site. Access roads were widened from the Country Roads into the site with strict guidelines as to the grade profiles and typical section widths.

AVI was also selected to provide the design for the additional 50 MX sites, unfortunately, congress eliminated funding and the sites were not designed or constructed.

AVI was selected by the Federal Highway Administration to upgrade County roads within Laramie, Platte, and Goshen counties to provide accessible routes that transport vehicles utilized to reach the MX sites. That task included the survey and design for over 100 miles of roadway.

AVI's military experience continues with work on both F.E. Warren AFB, and the Wyoming National Guard. AVI held IDIQ contracts at F.E. Warren and provided survey and design for many infrastructure improvements to the base including water, sanitary sewer, pavement replacements, and work within and adjacent to the Weapons Storage Area (WSA).

AVI has worked with the Wyoming Air National Guard Base since 1985. AVI provided site and infrastructure design when the Base began construction of the new dining hall, base civil engineering, and fire station. In 1995, AVI was awarded an initial IDIQ contract for the Wyoming National Guard, a contract that has continued to be awarded to AVI to date.

Projects that AVI has been involved with include Dining Hall Expansion and Remodel; Fire Station Expansion and Remodel; Aerial Port Facility; Squadron Operations Facility; new POL Facility; RAPCON Facility, Base Entrance Facility; aircraft apron rehabilitation and replacement projects; utility infrastructure to support new base facilities; numerous space allocation studies; and a new Flight Simulator Training Facility.

AVI also provided numerous boundary surveys for the Guard's Camp Guernsey site located north of Guernsey Wyoming. The unique surveys were described in national survey publications and awarded Survey Projects of the Year awards from the Wyoming Engineering and Surveying Society.



Fire/Crash Rescue Station, Wyoming Air National Guard (WYANG), Cheyenne, WY



Dining Hall Addition Wyoming Air National Guard (WYANG), Cheyenne, WY



Guard Boundary Survey, Camp Guernsey, Wyoming Army National Guard (WYARNG) Platte County. Wyomina



Joint Forces Readiness Center Wyoming Army National Guard (WYARNG)

Construction Management

Construction management (CM) is a professional service that AVI provides to a project's owner(s) with effective management of the project's schedule, cost, quality, safety, scope, function, and closeout.

Our CM represents the owner's interest and provides oversight over the entire project directly for the owner. Our mandate is to work with all parties to deliver the project on time, at or under budget, and to the owner's expected standard of quality, scope, and function.

AVI's CM staff members are uniquely qualified through combined education and experience to work with the owner, architect, general contractor, and other stakeholders to determine the best possible sequence of construction operations and develop a detailed schedule and budget, while also establishing plans for project safety and security and helping the owner manage risk.

AVI's Standards of Practice address all seven areas of construction management services: schedule, cost, safety, quality, function, scope, and closeout.

AVI's construction management Clients have included:

- Laramie County, Wyoming,
- Wyoming Department of Transportation,
- City of Cheyenne,
- Cheyenne Board of Public Utilities,
- Cheyenne Airport Board,
- Nebraska Department of Roads,
- Wyoming Department of Environmental Quality
- Sioux County, Nebraska,
- Larimer County, Colorado,
- City of Fort Collins, and many others.

Customer satisfaction has always been, and will always be, our top priority. Based on our experience, the key to keeping customers happy is providing fantastic customer service, and a quality product. This requires care, responsiveness, good communication, experienced team members, creativity, collaboration, and a well-coordinated set of construction documents. The ultimate measure of our joint success will be the joy and beauty that a completed project brings to the community.

Quality Assurance and Quality Control

Quality Assurance and Quality Control is a collaborative and ongoing effort requiring:

- An understanding of the Client's project goals, vision, priorities, schedule, and budget.
- First-hand knowledge of the project site.
- The right kind of experience.
- Hands-on oversight by seasoned professionals.
- Strong Project Management someone needs to take "ownership" of the project and proactively lead the team.
- Honest Straight Forward Communication and Listening Skills.
- Schedule Management.
- Cost Control.
- And an understanding of the Client's ongoing maintenance and operations budgets and procedures.

Quality Assurance Reviews

Quality assurance is a professional work ethic and attitude that influences the way we work. We use a systematic method of drawing and specification review of each submittal leaving the office. Occasionally we contract with a third-party construction consultant to review our plans for constructability and quality assurance. We are proud of our construction documents and our track record of high-quality products constructed within budget.

Quality Control

The following is our team's method, specifically how design options will be monitored and resolved, preliminary plans checked and cross-referenced to provide complete and accurate work products.

Quality control is very important to the AVI Team and is constantly tracked and monitored. Over the past couple of years, AVI has learned what is expected from Clients regarding quality and format of a project.

Design options will be evaluated by the project manager and design team. Options will be selected based on costs, safety, constructability, practicality, and benefits to the project. The design team will consider different options using iterations with the design software to quickly determine if they are a serious alternative. A design document will be generated outlining the options considered and why or why not they were used in the design.

As comments are received from Clients, the design team will meet to discuss and categorize the items in order of magnitude. The team will meet early to fully understand the comments as there may need to be further clarification from the client. If further clarification is required, a design team member will contact the individual directly to discuss and clarify the comment over the phone or in person. At times additional information is needed to clarify more complex issues. To resolve these quick exhibits are created by the designer to send back and forth for a better understanding of the issue.

Comments will be tabulated in a document and marked complete with an explanation of how it was addressed. This document will be constantly monitored and updated by the project manager and design team. The comment document will also be distributed to subconsultants to ensure they are addressing their issues as well.

Prior to a plan resubmittal back to the client, the team will meet again to review and verify all items have been addressed. Again, this may take some additional clarification with the client as the design progresses but will save time and effort overall. This emphasizes how important it is to adopt good communication relationship between the client and design team. AVI strongly believes in fully vetting issues prior to the next plan submittal so the same comments are not repeated. Once all the comments have been addressed, the comment document with responses is submitted with the revised plans so the client is fully aware of the progress to date and how the issues were addressed.

The plans and documents will be reviewed thoroughly by the design team for completeness and accuracy prior to a plan submittal. AVI will also distribute the plans to other engineers in house to review the plans. These individuals may not be familiar with the project but have a fresh set of eyes to review the documents for any issues that are not clear or need further design. This is a great approach as individuals not involved with the project will likely catch issues that might not have been noticed by the design team.

There are also in-house design and survey standards that are strictly adhered to. Team members are trained on these standards early and often in their career at AVI.

Quality control is very important to AVI and the assigned design team desires to be proud of their work products with plans that are easy to understand for both the client and contractor. A clear and uncomplicated set of plans provides a tighter bid group and minimizes uncertainty for the contractor.

Project Management

We emphasize involvement of our key personnel throughout the course of each project. Our principals and project managers work together in managing and coordinating projects to reach successful outcomes and we know that project schedules, budgets and planning processes are all essential to quality work. Ultimately, the Principals are accountable for the work generated by our firm, and our project managers are responsible for coordinating the day-to-day project activities, team collaboration, and task management. As a member of the team we focus on being knowledgeable and competent advisers and contributors; being creative and inventive; supporting other team members; being responsive; and striving to achieve the project goals. We will do everything in our power to make sure we meet and exceed your expectations.

On-Site Presence

The factors influencing every project cannot be understood without spending time on the site and experiencing it firsthand. This is true during both design and construction. Our firm is local to the Rocky Mountain Region, making it possible to be available and on-site throughout a project, with short notice when necessary.

Cost Control

We are in the business of bringing ideas to life, and that cannot be done without marrying ideas and budgets. We integrate several layers of cost control in our projects including:

- Periodic Opinions of Cost costs are updated at each phase of the design process. Budgets include appropriate construction contingencies for unforeseen circumstances.
- Prioritization and Phasing Early estimates are used in prioritization and phasing discussions, if needed.
- Relationships with Contractors quite often we utilize our working relationships with contractors to assist in determining current costs.
- Utilizing bidding strategies such as the provision of Add and Deduct Alternate bid items.

Schedule

We have found that Clients and Consultants are motivated by deadlines, and that most people need to be reminded about upcoming deadlines. Effective management of the project schedule requires clear and concise communication and continual monitoring of tasks. We actively manage our project schedules in order to reach completion of tasks within the allotted time. Our project managers recognize that project schedules, budgets and planning processes are all connected to creating successful work. We guide projects to meet their goals and deadlines, and actively work to resolve issues when unforeseen circumstances arise that affect schedule and or budgets.

Bidding/Negotiation

The effort and complexity related to the bidding/negotiating process varies depending on the project delivery method, but the fundamental decision-making process is the same. Decisions need to be made collaboratively and weighed against the client's goals, project priorities, schedule, and budget.

Contract Administration

The number of decisions made during construction is staggering. Continued and frequent involvement by the design team during construction typically results in quicker and better decisions. This is because decisions are based on the knowledge and information gained during the design process which affects every aspect of the design. We have also found that the end product is better if the design team has a significant role in the contract administration process.

Public Relations

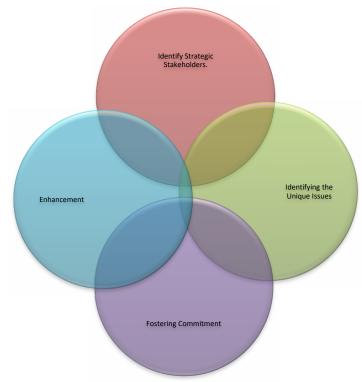
Based on our past experience, we believe that the success of any project is dependent on the success of the public outreach/ involvement process (coffee talks, social media, focus groups, text polling, etc.). The key to developing and ultimately implementing a new resolution is contingent upon fostering a foundation of understating between stakeholders during the public involvement process. The process for obtaining this foundation of common ground between the stakeholders can be summarized in four basic components:

1) **Identify Strategic Stakeholders.** This component involves identifying stakeholders and entities that can help shape and guide the direction of the process. The phase can be accomplished by a combination of local knowledge drawn from the various planning and jurisdictional authorities and agencies, local citizens, property owners, business owners and

all other interested parties.

2) Identifying Unique Issues. This component encompasses investigating, uncovering, and understanding the important and unique issues that are a part of the fabric of the users, property owners, business owners, and residents in the area.

- 3) Fostering Commitment. This component consists of developing and fostering a commitment to the project from all the stakeholders (community residents, businesses, property owners, users, and governmental entities). This commitment can only be accomplished after carefully listening to all the concerns of the stakeholders, incorporating changes or modification to address concerns where appropriate, and finally educating and discussing why some concerns cannot be addressed in the plan.
- 4) Enhancement. The fourth component encompasses further enhancement of the engagement process by implementing a continual real-time social media component to project.



Budget and Cost Control

AVI's project and budget management program is not complicated. It begins at project inception and is based on a foundation of open two-way communication and understanding of accountabilities between principals, project managers, and the design team members. When everyone understands their accountabilities, it allows all the members of a team to utilize their intelligence, judgement skills, energy, and creativity to achieve project goals, objectives, budget constraints, and best value for the client.

The project manager and principal-in-charge are accountable to understand what is required to fulfill the goals and objectives of the client and project and develops the appropriate tasks. Then the members of the design team selected for the project review the goals, objectives, as well as any available information and collaboratively develop a time budget based on the tasks. The project manager and principal-in-charge formally develop the cost budget corresponding to the billing rates and add required administrative costs, expenses, and sub-consulting fees to develop the final draft budget. This final draft budget is then given to an independent senior principal to review and comment. The budget is then finalized with review and incorporation of appropriate comments and suggestions from that final independent review.

Cost control and management coincide and overlap with AVI's quality assurance and quality control program with two additional administrative layers managed by the project manager. First, the project managers assigns a particular task to a team member or members and formally review quality, goals, objectives, and hours budgeted for a particular task. This reinforces the accountability of all the team members and clearly defines the task assigned in specific terms, according to the standard of "QQTR"—Quantity, Quality, Time, and Resources.

- Quantity: The measurable output expected from an assigned task must be specified precisely.
- Quality: Parameters that define the expected quality of output
- Time: The explicitly stated time limit within which the task must be completed
- Resources: The resources (financial, material, technical or human) that are available for the task.

These guidelines ensure that managers define their expectations at a level of detail that eliminates question or confusion. Secondly, AVI utilizes Deltek Ajera accounting and projecting accounting software. Team members enter time daily using the cloud based software. The software has built-in comprehensive budget and project scheduling tools, where our project managers can edit and analyze the information they need quickly, easily and in one place. Benefits to project managers include:

- View real-time reports with critical information including budget, time billed and work in process.
- See the relationship between a project's contract amount, spent amount and actual percent complete.
- Gain long term views of our projected work based on the budgets and dates entered.

AVI has attained an excellent reputation for delivering quality products with exceptional client service. Our ultimate goal is to seek to provide high quality, inventive, cost-effective, and successful projects to our Clients.

Equal Employment Opportunity

It is the declared policy of AVI to afford equal opportunity for employment to individuals without regard to race, creed, color, national origin, sex, or age, except when age is a bona fide occupational requirement. The company will not discriminate in employment practices, which include, but are not limited to:

- Recruiting, hiring, upgrading, transferring, or demoting, advertising, or soliciting for employment.
- Basing decisions on employment primarily upon an individual's qualifications for the position being filled, with due regard for his or her overall value to the firm.
- Handling all other personnel actions related to rates of pay or other forms of compensation, benefits, layoffs, returns from lay-off, company-sponsored training, education, tuition assistance, social and
 recreational programs.

Financial Stability Statement

AVI was established in 1979, and has successfully performed business in all aspects of Professional Civil Engineering Services, Surveying, Construction Management and Planning throughout Wyoming, Nebraska, and Northern Colorado. AVI has the financial resources to complete your project.

Insurance Requirements

Insurance certificates will be provided to the entity when AVI is selected to perform the services described in the referenced Request for Proposals.

Resumes



Christine R. Johnson, PE

Civil Engineer & Principal



<u>cjohnson@avipc.com</u> O| (307)637-6017 D| (307) 256-4952

Professional Engineer | WY #11792
Credentials | B.S. Civil Engineering University
of Wyoming 2003
Experience | Urban and Rural Roadway Design,
Land Development, Subdivision Design,
Urban Drainage, Record of Surveys/Alta,
Hydraulics, Cost Estimating, Utility Design
Specialized Training | Microstation, GeoPak,
AutoCAD, Civil 3D

Years of Experience | 19 (All with AVI) 6 yrs. as Principal

Ms. Johnson's years of experience has included *public roadway improvements*, *stormwater detention, sewer, and water infrastructure design*.

Ms. Johnson has been a design engineer for the following City of Cheyenne projects; Evers Boulevard Reconstruction, Logan Avenue Reconstruction, Snyder Avenue Reconstruction, Polk Avenue Greenway, Carey Ave/Pioneer Ave Design, Henderson Basin Flood Control Improvements, and Evans Avenue Reconstruction. Wyoming Military Department projects include providing civil engineering site design and planning for the C130 Flight Simulator Site Training Facility, Record of Surveys for the Wyoming Army National Guard, C-130 Squadron Operations Facility, Composite Airlift Support Complex, Fire Station Addition, Cheyenne Joint

Forces Readiness Center, Field Maintenance Center, and the WYANG Airport Apron Fireline project.

Ms. Johnson has provided design on Roadway, Greenway, sanitary and storm sewer improvements, rehabilitation of water mains, sanitary sewer mains, storm sewer inlets and manholes as well as asphalt overlay, concrete pavement replacement, new traffic signals, decorative concrete and streetscape, detention pond design and construction, concrete box culverts, inlet galleries, plan development, cost estimates, development or rail spur alignments and grading plans, water, and sewer infrastructure. Subdivision experience includes layouts, platting, street, utility, and drainage design.

Ms. Johnson coordinated with the Owner and rail design team to layout and develop grading plans for the rail facilities within the Swan Ranch Industrial Rail Park. Ms. Johnson has provided numerous site designs for clients relocating to the Swan Ranch Industrial Rail Park.

Ms. Johnson recently completed the site design and construction drawings for the Carey Junior High School Replacement for Laramie County School District No. 1.

Ms. Johnson works on design and development of construction plans and specifications for projects located throughout Wyoming and Colorado. She has developed digital terrain models incorporating field survey data for AVI design projects and coordinates construction stakeout data with survey crews.

One of Ms. Johnson's area of specialized expertise is site planning, subdivision layout, platting, and design. She has worked with clients to develop complex site designs within industrial parks, educational campuses, military bases, and governmental complexes. Christine provides clients with a complete set of civil design plans to see their project to fruition.



TREY RINNE, PE

Civil Engineer & Jr. Principal <u>rinne@avipc.com</u> P| 307) 637-6017 D|(307) 631-6254



Professional Engineer | WY #16249, NE #18076
Credentials | B.S. Civil Engineering,
University of Nebraska-Lincoln, 2013
Expertise | Land Development, Site Design,
Utility Design, Construction Management
and Inspection, Drainage Analysis, Project
Management, Storm Water Management
Professional Affiliations | Wyoming Engineering
Society
Years of Experience | 10 (All with AVI) 3 years as

principal

Mr. Rinne has 10 years of experience, all with AVI Engineering, in which he has worked on a variety of civil construction projects ranging from land development, public works, utility design, commercial site design, drainage analysis, construction management, and structural design. Trey graduated from the University of Nebraska-Lincoln in May of 2013 with a Bachelor of Science in Civil Engineering with an emphasis in Structural Engineering. Mr. Rinne obtained his Professional Engineering certification in the State of Wyoming in August 2017, and became a member of AVIs ownership group in January 2020.

Mr. Rinne is proficient in AutoCAD Civil 3D and has prepared numerous design packages from beginning to end, including construction drawings, specifications, cost estimates, bid packages, and engineering design reports. Recently, Trey has been honing his skills as a project manager, and leading AVIs youngest group of engineers through design projects. One of Trey's strengths is understanding local codes and requirements and working with public officials to get projects approved for construction. In his time at AVI, Trey has gained considerable experience in construction management by overseeing both large and small construction projects. As a construction manager Mr. Rinne ensures that construction is in accordance with plans and specifications, reviews contractor submittals, RFIs, and payment applications, and also acts a liaison between the project owner and the contractor. During his time at AVI, Trey has become a well-rounded engineer with experience in a vast variety of projects and situations. His wide range of skills and experience prepares him to handle anything that may be thrown his way as a project manager.

Mr. Rinne says that his favorite part of being a Civil Engineer "is being a part of a team that builds something that the project owner can be proud of".



BRAD EMMONS, AICP

Development Coordinator & Sr. Principal emmons@avipc.com

O | (307) 637-6017 D | (307) 631-6861



Professional Affiliations | AICP Certified Planner #024321. APA Member. WYOPASS Member

Credentials | B.B.A. Business
Administration, Texas Wesleyan
University, 1993, Smart Growth, APA
Conferences, Municipal Engineering for
Non-Engineers, Complete Streets
Conference

Experience | Comprehensive Planning, Economic Development, Environmental Planning, Infrastructure Planning, Land Use Planning, Master Planning, Project Planning, Rural Land Development, Site Design, Strategic Urban Planning, Urban Planning, Urban Revitalization Design, Zoning.

Years of Experience 21 (15 Years with AVI)

Mr. Emmons analyzes projects based on existing land entitlements and makes recommendations for clients and organizations on ways to increase the value of their property through development. Then takes the project from the beginning through the various steps from beginning to completion.

Through a diverse background Mr. Emmons has knowledge that has benefited various developers to make sure developments meet the municipalities requirements and return the goals of the developer. Within the various organizations he has been involved in he has assisted both developers and governments in developing plans in multiple types of housing developments for urban and rural subdivisions, apartment complexes, greenways, business parks and commercial sites.

Mr. Emmons has worked with Laramie County and the Wyoming Business Council to receive a \$500,000 Community Development Block Grant to provide 10 lots to My Front Door in Cheyenne, WY a non-profit organization that helps people get into their first homes. Mr. Emmons not only secured the grant but also worked

with Jonah Bank for a pathway for the applicants to get a construction loan and permanent financing through the process.

Mr. Emmons has worked with Costello Companies out of South Dakota, Cornerstone out of Nebraska and the Wyoming Housing Network and Mountain Plains Equity Group to navigate the City of Cheyenne development process and get four multi-family tax credit projects completed and one in the design phase. Mr. Emmons is also currently working with Habitat for Humanity of Laramie County to consider a way to develop a piece of property that donated to the organization.

In addition to the above projects Mr. Emmons has designed, prepared, and managed numerous urban and rural subdivisions, and business developments within various municipalities throughout the planning process. A variety of notable projects include Stetson Hills, a rural Planned Unit Development with the first section of County Trail in Laramie County. Whitney Ranch, Thomas Heights, Swan Ranch Rail Park, Stetson Hills, JL Ranch, The Village, The Pointe 5th Filing, The Pointe Plaza, Swan Ranch Rail Park Master Plan and PUD, Southwest Drive Master Area Transportation, Drainage and Utility Planning. In all these projects Mr. Emmons has worked closely with all City, County and State municipalities to develop standards that were acceptable to the governing agencies and the developer.

Mr. Emmons previous experienced as Director of Development and Zoning for Cheyenne and Laramie County included: Administration, implementation and enforcement of development and zoning processes, laws and ordinances for the City and the County; coordination of plan review for all tracts, parcel maps, and improvement plans related to private development; providing Community Development and Housing and Urban Development support services; providing efficient and effective building code enforcement for City and County; preservation of our historic heritage; providing design, advertisement, construction, inspection, and successful completion of all Capital Improvement implementation of addressing policies and ordinances; and administration of the public rights-of-way.



MARK CHRISTENSEN, AICP

Senior Planner

mchristensen@avipc.com
O| (307) 637-6017 D| (307) 399-2675



Professional Affiliations | American Institute of Certified Planners Credential ID 33475 | American Planning Association Member | WyoPass Member | Colorado APA Member Credentials | Master of Urban and Regional Planning, University of Colorado Denver, 2019 | BA Geography and Environment and Natural Resources, University of Wyoming, 2016

Experience | Comprehensive Planning, Economic Development, Environmental Planning, Land Use Planning, Urban Planning, Housing Assessments, Redevelopment Planning, Zoning, EPA Brownfields Programs, Urban Renewal, Development Review, Historic Preservation.

Years of Experience | 7 (>1 with AVI)

Mark Christensen, AICP, is a Senior Planner for AVI PC in Cheyenne, Wyoming. Mark enjoys working with communities to solve a variety of issues regarding urban planning, housing, brownfields redevelopment, and downtown revitalization. Mark has recently joined AVI and will be assisting a variety of clients with land use planning and entitlements while expanding on long range planning services.

Mark is well-versed in long range planning and was recognized by his peers as the WyoPass Planner of the Year in 2021. Through his career, Mark has aided communities in establishing Urban Renewal Agencies pursuant to Wyoming State Statutes (Cheyenne and Laramie), managed City-initiated rezoning efforts, drafted updates to a several community zoning codes, crafted redevelopment visions for sites identified in EPA Brownfield projects, and assessed barriers to housing development in communities throughout

rural Colorado. In addition to the experience with large-scale and long-range projects, Mark maintains a close attention to detail with site planning projects as he began his career as a development review planner.

Mr. Christensen is familiar with a variety of tools to illustrate complex planning concepts. These include ArcGIS, Adobe Creative Suite (InDesign, Illustrator, and Photoshop), Microsoft Office Products, and Bluebeam. The use of these tools allows Mark to analyze spatial data, visualize redevelopment scenarios, and communicate solutions with vested stakeholders. In addition to technical skills, Mark is a frequent speaker at regional planning conferences and currently serves on the Board of Directors for Habitat for Humanity of Laramie County.

Prior to joining AVI, he worked as an Urban Planner for Ayres Associates (2022-2024) where he helped communities craft tailored solutions for redevelopment projects, as the Long Range Planner for the City of Cheyenne (2019-2022) where he helped establish the Cheyenne Urban Renewal Authority, and the City of Centennial (2018-2019) where he served as a Development Review Planner. Mark holds a Master's Degree in Urban and Regional Planning (2019) from the University of Colorado Denver and a Bachelor's Degree in Geography/Environment and Natural Resources (2016) from the University of Wyoming.



ADAM DESCHLER, PLS

Surveyor & Sr. Principal Current President adeschler@avipc.com

O|(307) 637-6017 D|(970) 219-6284



Professional Land Surveyor | WY #12045, CO#37657 Credentials | B.S. Surveying Engineering, Alfred State College, NY, A.A.S. Surveying Technology, Paul Smith's College, NY, FAA Advisory Circulars 150/5300-16A, 17B & 18B Experience | Boundary Surveys, Topographic Surveys, ALTA Surveys, Data Oversight Conventional & GPS Surveying Equipment, Construction Staking, AutoCAD Drafting, Records Research, Crew Supervision /Training Years of Experience | 25 (11 with AVI) 6 years as

Principal

Mr. Deschler is a Senior Principal and current President of AVI with Professional Land Surveyor licensure in Wyoming and Colorado.

Mr. Deschler 25 years of experience has played a key role in the innovation of the overall team here at AVI. He maintains positive communication with staff, and clients.

As the Department Head for the Survey Department he scheduled field crews and coordinates with contractors to deliver first-rate service in a timely and efficient manner. Oversees all aspects of conducting as-built surveys, construction layout, topographic surveying, including production of stakeout maps and dirt volume calculations.

He manages diverse projects ranging from form surveys to construction surveys including topographies and right of way surveys, QA/QCs on maps, computations prepared by technician and field crews in collection of field data for topographic surveys for engineering design work as well as processes and analyzes field data for accuracy and compliance with survey requirements.

Mr. Deschler's experience has him being involved in the research, attend pre-construction meetings, preformed pre-calculations, and organized for the field. Mr. Deschler develops topographic survey maps for design and performs construction surveys and calculations to layout design features, property boundaries, ALTA surveys, roadways, drainage structures, water, and sewer infrastructure, and building layouts.

Acts as liaison between engineers and field surveyors, analyze field data, adjust horizontal/vertical control. He creates surface models contours, cross sections, volumes, and topographical maps, evaluates field/record data, and produces drawings such as Alta's, Record of Survey, exhibits.

One of many strength's Mr. Deschler's has is that he is highly adaptable and self-motivated, thrives in fast-paced, independent roles demanding sound judgment and an innovative approach to troubleshooting. Quickly learns and applies new technology to maximize accuracy and productivity. An experienced and effective supervisor; leads with direct communications, strong performance under pressure and an exceptional work ethic.

Skilled and experienced in the following:

- Boundary, Subdivision Plats and Alta Surveys: Gathering field data for boundary surveys, Subdivision Plats, ALTA surveys, review, and analysis of field data for incorporation into Record of Survey Maps, Plats and Legal Descriptions. Record the information found, established, and utilized in the survey document generated to reflect the completed survey.
- Topographic, Construction Surveys: Process and analyze field data for accuracy and compliance with project survey requirements. Develop topographic survey maps for design phase. Perform construction surveys and calculations to layout design features, (property boundaries, roadways, drainage structures, water, and sewer infrastructure, and building layout). Surveys provide horizontal and vertical references from which to construct the design element.
- Control Surveys: Provide planning and analysis of Static GPS observations for wide area control networks. These surveys are used as the basis to control project measurements and photogrammetric projects over large areas.



SCOTT BRUCE, PLS

Surveyor <u>sbruce@avipc.com</u> O| (307) 637-6017 D|(307) 299-1631



Professional Land Surveyor | WY #16571 CO #0038802

Credentials | B.A. History University of Wyoming Experience | Boundary Surveys, Topographic Surveys, ALTA Surveys, Data Management, and oversight, RTK GPS and Robotic Total Station, Auto-Cad Drafting, Drone (UAV) Operations, Construction Staking, Records Research.

Years of Experience | 13 (3 with AVI)

Mr. Bruce is a Registered Professional Land Surveyor in Wyoming and Colorado providing a variety of surveying services to private and public clients and supporting our Engineering and Planning Departments. Mr. Bruce has conducted surveys in numerous counties and cities within Wyoming. The types of surveys include but are not limited to control networks, large and small scale property boundary, subdivision, re-subdivision, topographic, ALTA, easement, aerial uav surveys (i.e. drone), and construction surveys for public and private projects including heavy industrial construction.

Mr. Bruce is proficient with processes used in the operation of Trimble RTK GPS, robotic total stations, levels, and other survey equipment.



CRAIG COWLEY

Survey Party Chief



ccowley@avipc.com
O| (307) 637-6017 D|(307) 630-6328

Credentials | Associates of Applied Science LCCC, Cheyenne, WY, Survey Certificate of Completion in Land Surveying, University of Wyoming (2012), FAA Advisory Circulars 150/5300-16A, 17B & 18B MSHA Certified Part 48

Experience | Boundary Surveys, Topographic Surveys, ALTA Surveys, Data Oversight, Conventional & GPS Equipment, Construction Staking, AutoCAD Drafting, Instrument Calibration, Records Research, Crew Supervision/Training

Years of Experience | 24 (23 with AVI)

Mr. Cowley has conducted surveys in numerous Counties within Wyoming, Colorado, North Dakota, Western South Dakota, and Western Nebraska. With a total of 24 years' experience, 23 of those years have been with AVI providing Boundary, Subdivision Plats, Alta Surveys, Topographic, Construction Staking, Survey Control, Bathymetric and Obstruction Surveys.

Mr. Cowley supervises field crews in collection of field data for topographic surveys for engineering design work as well as processes and analyzes field data for accuracy and compliance with survey requirements. He develops topographic survey maps for design and performs construction surveys and calculations to layout design features, property boundaries, roadways, drainage structures, water, and sewer infrastructures, and building layouts. He is well versed in the knowledge of coordinate's systems and vertical datum's, from which design elements are constructed.

Mr. Cowley's surveys have involved numerous public agencies for City, State, and local municipalities. Projects have involved records of survey, water and sewer rehabilitation, new/old boat ramps, fish hatchery, subdivisions, water rights, and

bathymetric surveys, mine reclamation, airport surveys and other miscellaneous projects around the state.

In addition, he has also conducted topographic surveys for reclamation purposes for phosphate and uranium reclamation, mine pre-construction, as-builts, and post construction quantity verification purposes and various horizontal control, boundary, and topographic surveys throughout Wyoming.

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.