

**LARAMIE COUNTY PUBLIC WORKS/PLANNING DEPARTMENT
PROFESSIONAL SERVICES CONTRACTOR AGREEMENT
LARAMIE COUNTY, WYOMING / MARTIN/MARTIN WYOMING, INC.**

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and Martin/Martin Wyoming, Inc., 4020 Laramie Street Cheyenne, Wyoming 82001 ("CONTRACTOR"). The parties agree as follows:

I. PURPOSE

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

II. TERM

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

III. RESPONSIBILITIES OF COUNTY

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

IV. RESPONSIBILITIES OF CONTRACTOR

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

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

V. GENERAL PROVISIONS

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

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

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

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

E. Entire Agreement: This Agreement (5 pages), Attachment A (12 pages), Attachment B (9 pages), and Attachment C Insurance Requirements (3 pages) represent the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

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

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

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

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

this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

J. Contingencies: CONTRACTOR certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

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

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

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

N. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses to the extent caused by the negligence 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. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.

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

Q. Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the

negligence of said party.

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

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

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

U. Consultant will perform its services in accordance with the applicable engineering "Standard of Care," which is defined as the provision of professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of the engineering profession currently practicing under comparable circumstances, time frame and locality.

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

Signature Page

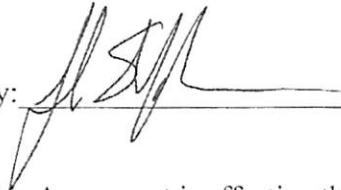
LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:


By: _____ Date _____
Laramie County Clerk

MARTIN/MARTIN WYOMING, INC.:

By:  _____ Date 7/11/22

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date 07/11/22
Laramie County Attorney's Office



REQUEST FOR PROPOSALS

FOR

ENGINEERING AND SURVEYING SERVICES

Submittals Due
May 4, 2022

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

Advertisement:

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

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

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

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

Scope of Services (including but not limited to):

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

Development Review

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

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

Floodplain Management

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

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

Projects and misc. needs for Public Works:

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

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

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

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

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

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

Fee, Rates, and Estimated Costs:

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

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

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

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

Qualifications:

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

Qualifications or expectations to be considered:

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

Proposal Requirements:

The proposal should include the following information:

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

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

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

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

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

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

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

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

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

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

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

Evaluation and Award:

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

Additional Conditions:

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

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

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



Laramie County, Wyoming

Engineering RFP Questions and Responses

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



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

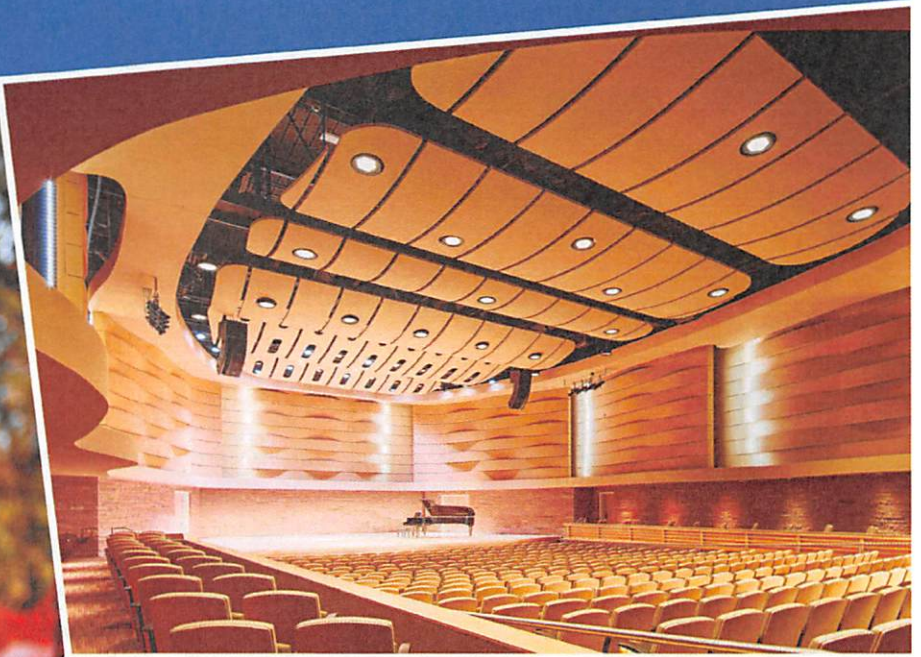


22. Can you provide a little more explanation or some guidelines on what you'd like to see for the non-proprietary samples of comparable or similar projects?
 - a. The RFP package can be specific to the information requested in the RFP and it's up to the consultant to determine what other pertinent information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

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

PROPOSAL | MAY 4, 2022

ENGINEERING AND SURVEY SERVICES FOR LARAMIE COUNTY



Submitted Electronically To:
Molly Bennett, Director of Public Works
Laramie County – Public Works Department
13797 Prairie Center Circle
Cheyenne, Wyoming 82009





Qualifications of the Firm

FIRM OVERVIEW

Headquartered in Cheyenne, Wyoming, Martin/Martin Wyoming, Inc. (MMWyo) and its predecessor firms have provided structural, civil, and investigative engineering services throughout Wyoming for more than 30 years. MMWyo is a subsidiary of Martin/Martin, Inc. of Lakewood, Colorado. Martin/Martin is a full-service civil and structural consulting engineering firm with specialized services in infrastructure engineering, survey, and construction management. Built on experience and industry leadership, we provide consulting engineering services to a broad range of clients, including municipalities, government sector clients, building/property owners, contractors, developers, and architects. MMWyo and Martin/Martin have **a combined staff of more than 320 and seven office locations** which gives us the capacity and flexibility to address projects of various sizes.

MMWyo has a staff of 16 including 9 Wyoming-registered professional engineers. Educated and trained locally, we are experienced in analyzing facilities for local conditions (wind, snow, and seismic) in various combinations found within the great plains, front range, and mountainous west. Our services can include traditional design phases (schematics, design development, construction documents, bidding, and construction administration) or be limited to the phases that make sense for smaller, more limited projects. Our civil engineers provide design for utility infrastructure and relocation, roadways and access/egress.

Over the years, our firm has worked on a variety of projects for Laramie County School District Number One, the State of Wyoming, Laramie County Community College, the University of Wyoming and the Wyoming Military department. We are committed to maximizing the utilization of the firm's resources to complete assigned tasks in a timely and cost-effective manner. We are organized to provide a continuity of staff throughout design and construction administration with an experienced and knowledgeable team.

EXPERTISE

Our engineers have **specialized experience** in planning, modeling, entitlements, water design, bid documents, contract agreements, bidding, and owner's representative services. We carefully consider methods, equipment, and materials used in each design to provide alternatives that take advantage of the site and existing infrastructure. We study constraints and installation techniques for new pipelines to develop construction plans that maximize budget and schedule while minimizing negative impact to local communities and proximal developments.



References

Bill Zink
Director, Physical Plant
Laramie County Community College
307.778.1121
BZink@lccc.wy.edu

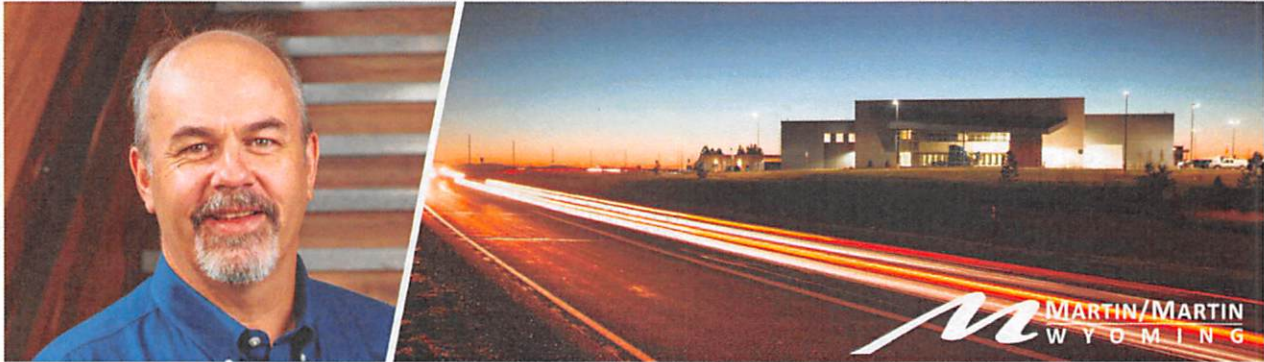
Matthew Newman
Director of Planning and Design
University of Wyoming
307.766.2407
MNewman6@uwyo.edu

Kenneth W. Lewis, PE
Construction Manager
Wyoming Army National Guard
307.772.5463
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Ian Catellier
Project Manager
ISC Builders, LLC
307.214.7516
ian.catellier@iscbuilders.net

ENGINEERING SERVICES

- Drainage Design
- Water Quality and LID Design
- Erosion/Sediment Control
- Retaining Walls
- Water System Design
- Wastewater System Design
- Structural Engineering
- Construction Engineering
- Investigative Engineering



JOHN R. SHAFFER, PE

PRESIDENT

John is a Wyoming resident, University of Wyoming graduate, and has 27 years of experience providing creative, client-focused structural engineering. He is a registered professional engineer in the State of Wyoming and has completed the structural design for hundreds of projects across the state including a variety of higher education and civic facilities. He is familiar with unique soil conditions and atypical foundation systems and has extensive experience in the structural design of new facilities, as well as renovation to existing buildings. John excels in managing the construction administration phase of projects, while developing relationships with the design and construction team.

RELEVANT PROJECTS

Laramie County Community College (LCCC) Flexible Industrial Technology Building
Cheyenne, WY

LCCC Clay Pathfinder Building
Cheyenne, WY

Wyoming Department of Health State Hospital Evanston, WY

City of Cheyenne Landfill Building Cheyenne, WY

University of Wyoming (UW) Enzi STEM Facility Laramie, WY

UW High Bay Research Facility Laramie, WY

UW Engineering Education and Research Building Laramie, WY

Big Hollow Food Cooperative
Laramie, WY

Curt Gowdy Visitor Center
Cheyenne, WY

Meridian Trust North Branch
Cheyenne, WY

Laramie County School District No. 1 Carey Junior High School
Cheyenne, WY

Iverson Memorial Hospital Linac/MRI Upgrade Laramie, WY

Laramie Fire Department Public Safety Training Center
Laramie, WY

EXPERIENCE

27 years in Industry
21 years with MMWyo

EDUCATION

BS, Civil Engineering
University of Wyoming, 1996

REGISTRATIONS

Professional Engineer
WY No. 9340

AREAS OF EXPERTISE

Structural Design

Construction Administration

AFFILIATIONS

Wyoming Engineering Society

American Institute of Architects

Structural Engineers Association of Wyoming

CONTACT INFO

4020 Laramie Street
Cheyenne, WY 82001
307.637.8422 x112
JShaffer@mmwyo.com



GARTH F. SCHOLL, PE, SE

PRINCIPAL, STRUCTURAL ENGINEERING

Garth has 22 years of experience in structural design, analysis, and field observation. He offers expertise in the design of structural steel, reinforced concrete, post-tensioned concrete, precast concrete, reinforced masonry, stick frame, and heavy timber wood construction. His projects have included industrial, healthcare, sports, recreation, education, office, and residential facilities. Garth is knowledgeable with new construction as well as with renovation of existing structures. He offers experience with multiple foundation types and has extensive experience with various lateral load resisting systems and analysis.

RELEVANT PROJECTS

Blue Federal Credit Union World Headquarters Cheyenne, WY

Cheyenne Regional Medical Center Various Projects
Cheyenne, WY

UW College of Law Expansion and Renovation Laramie, WY

UW Enzi Science Technology Engineering and Math (STEM) Facility Laramie, WY

UW Marian H. Rochelle Gateway Center Laramie, WY

Wyoming Army National Guard Army Aviation Support Facility Hangar Addition Cheyenne, WY

Wyoming Department of Health State Hospital Evanston, WY

LCCC New Residence Hall
Cheyenne, WY

City of Laramie Fire Department Public Safety Training Center
Laramie, WY

Laramie County Detention Center Expansion Cheyenne, WY

City of Denver Structural Permit Review Denver, CO

City of Fort Collins Lincoln Center Addition and Remodel
Fort Collins, CO

EXPERIENCE

22 years in Industry
15 years with Martin/Martin, Inc. and MMWyo

EDUCATION

MS, Civil Engineering,
University of Wyoming, 2000

BS, Civil Engineering,
University of Wyoming, 1998

REGISTRATIONS

Professional Engineer
WY No. 16474
CO No. 41528
NV No. 19913
CA No. S5178

AREAS OF EXPERTISE

Design-Build

Project Management

AFFILIATIONS

Structural Engineers Association of Wyoming

American Institute of Steel Construction

CONTACT INFO

4020 Laramie Street
Cheyenne, WY 82001
307.637.8422 x119
GScholl@mmwyo.com



BENJAMIN M. NEMEC, PE, ASSOC. DBIA

SENIOR PROJECT ENGINEER, CIVIL ENGINEERING

Ben has 12 years of industry experience in civil engineering across the Front Range region, focusing on planning, entitlements, design, and construction management. He specializes in stormwater and low-impact development design and the assessment and design of domestic water sanitary sewer systems. Ben’s background also includes design experience in heavy industrial facilities, higher education and campus design, airports, and government facilities. He understands the particular site layout requirements that these types of specialized facilities require and develops effective solutions to achieve the project goals. Ben remains engaged through the entire project from concept to completion and is responsive to questions from owners, designers, and the contractor.

RELEVANT PROJECTS

Wyoming Department of Health State Hospital and Wyoming Life Resource Center Evanston, WY

LCCC Flexible Industrial Technology Building Cheyenne, WY

LCCC Performance Hall and Fine Arts Renovation Cheyenne, WY

State of Wyoming Combined Laboratories Security Fence and Motorized Gate Cheyenne, WY

UW 10 Year Master Plan Laramie, WY

Tommy’s Carwash Cahill Park Cheyenne, WY

Denver Christian K-12 Teller Street - Irrigation Relocation Lakewood, CO

Vestas Blades America Windsor Phase X Windsor, CO

Vestas Blades America Brighton Expansion Brighton, CO

Woodward Blue Sky Windsor, CO

Partner’s Group North American Headquarters Broomfield, CO

EXPERIENCE

14 years in Industry
7 years with Martin/Martin, Inc. and MMWyo

EDUCATION

BS, Civil Engineering
University of Wyoming, 2008

REGISTRATIONS

Professional Engineer
WY No. 14080
NE No. E15746
CO No. 57893

AREAS OF EXPERTISE

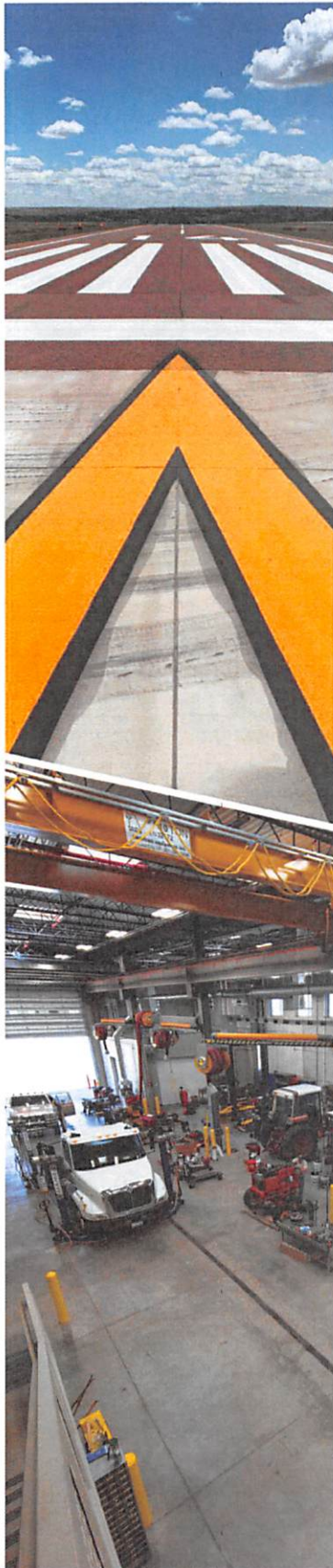
Campus Design
Construction Management

AFFILIATIONS

Design Build Institute of America

CONTACT INFO

4020 Laramie Street
Cheyenne, WY 82001
307.637.8422 x114
BNemec@mmwyo.com



PRIOR PROJECT EXPERIENCE

WYOMING DEPARTMENT OF HEALTH WYOMING STATE HOSPITAL EVANSTON, WY

Structural engineering services; Level I and II design. Services included support for the feasibility study, schematic design, design development and construction documents/administration for a major new addition and renovation to existing facilities. Civil site work included investigation and feasibility of existing civil infrastructure including utilities such as water lines, sanitary sewer, storm sewer, and drainage systems over the 70-acre campus.

CAMP GUERNSEY MAINTENANCE FACILITY DRAINAGE AND AIRFIELD PAVEMENT REPAIR GUERNSEY, WY

Civil project management, design, site plan, drainage, and civil construction management for the Camp Guernsey combined maintenance facility. The project included design of a drainage and storm sewer system to alleviate the existing site drainage problems on the 27-acre, highly secured site.

LCCC FLEXIBLE INDUSTRIAL TECHNOLOGY BUILDING CHEYENNE, WY

Structural engineering services for a 50,000 SF building that includes classrooms, high bay facilities with overhead cranes, and office space. Structural design included spread footings and tilt-up wall design. Civil design included waterline, sanitary sewer, storm sewer, drainage, pedestrian walkways, and parking design. A new access road is included in the civil design to improve traffic patterns from the existing loop road and provide emergency vehicle and large truck access.

CITY OF CHEYENNE PUBLIC SAFETY BUILDING CHEYENNE, WY

The Cheyenne Public Safety Center included the renovation of two adjacent buildings with a new level added to one of the buildings. An existing 3 story cast-in-place open air parking garage constructed in 1961 was renovated into a 4-story office building which included an additional composite steel framed floor and bar joist roof. The existing footings required strengthening to accommodate the new floor and roof framing and utilized a combination of compaction grouting, micro-piles and removal and replacement. An existing 1 story space constructed circa 1915 was renovated into an open office and community meeting space highlighted by exposing the original long span bow-string trusses.

2022 HOURLY RATE SCHEDULE

PERSONNEL SERVICES

STRUCTURAL AND CIVIL DEPARTMENTS

Title	Rate
Principal	\$200.00
Associate	\$175.00
Senior Project Engineer	\$160.00
Senior Building Envelope Specialist	\$160.00
Project Engineer	\$140.00
GPR Certified Investigative Engineer	\$140.00
Building Envelope Specialist	\$140.00
Professional Engineer	\$130.00
Engineer-in-Training II	\$115.00
Engineer-in-Training I	\$105.00
Senior Designer	\$130.00
Designer	\$115.00
Technician III	\$100.00
Technician II	\$95.00
Technician I	\$90.00
Senior Construction Services Representative	\$135.00
Administrative Assistant	\$80.00
Engineering Intern	\$75.00

TRAVEL AND TRANSPORTATION EXPENSES

1. Reimbursement for actual travel and subsistence expenses paid to or on behalf of employees on business connected with the project at the multiple of 1.1 times cost to Martin/Martin.
2. Fifty-eight and one half cents (\$0.585) per mile for use of vehicles.

OUTSIDE SERVICES

Invoice cost of services and expenses charged to Martin/Martin by outside consultants, professional, or technical firms engaged in connection with the order/project at a multiple of 1.1 times cost to Martin/Martin.

PLOTTING/PRINTING COSTS

- Photo copies at \$0.04/sheet
- Color photo copies \$0.25/sheet
- Bond Sheets \$0.10/SF
- Mylars at \$3.40/SF
- Color plots \$6.00/SF

MISCELLANEOUS EXPENSES

The invoice cost of materials, supplies, reproduction work, and other services, including communication expenses, procured by Martin/Martin from outside sources, at a multiple of 1.1 times cost to Martin/Martin. All out of pocket expenses not included above will be included in this category.

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.