

**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., 6523 Yellowstone Rd, Suite 200, Cheyenne, Wyoming 82009 (CONTRACTOR). The parties agree as follows:

**I. PURPOSE**

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

**II. TERM**

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement, and shall remain in full force and effect until 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. Items produced prior to or outside of this agreement but utilized on this project, such as standard details and specifications, (Pre-Existing IP) shall remain the property of the CONTRACTOR but the CONTRACTOR grants the COUNTY as license to copy and distribute any Pre-Existing IP as required for the project. Any use, re-use, or modification of the the documents produced by the CONTRACTOR without the involvement and approval of the CONTRACTOR is at the sole risk of the COUNTY with no liability to the CONTRACTOR.

C. CONTRACTOR 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 (“Standard of Care”).

## 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= (XX pages), and Attachment >C= (Insurance information – XX 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 and employees from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses to the

extent caused by negligence by or on behalf of CONTRACTOR for COUNTY except to the extent liability is caused by willful misconduct of COUNTY, its employees, or other contractors employed by the COUNTY. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

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. 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 / MARTIN/MARTIN WYOMING, INC.

Signature Page

LARAMIE COUNTY, WYOMING

By: \_\_\_\_\_ Date \_\_\_\_\_  
Chairman, Laramie County Commissioners

ATTEST:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Laramie County Clerk

CONTRACTOR: Martin/Martin Wyoming, Inc.

By:  \_\_\_\_\_ Date 08/26/2024

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  \_\_\_\_\_ Date 9-9-24  
Laramie County Attorney's Office



**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:

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 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 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 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](mailto: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](mailto: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: 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 **April 16, 2024 at 4:30pm** and will respond to all questions to all firms who have requested proposal by end of day **April 23, 2024 by 4:30pm.**

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:**

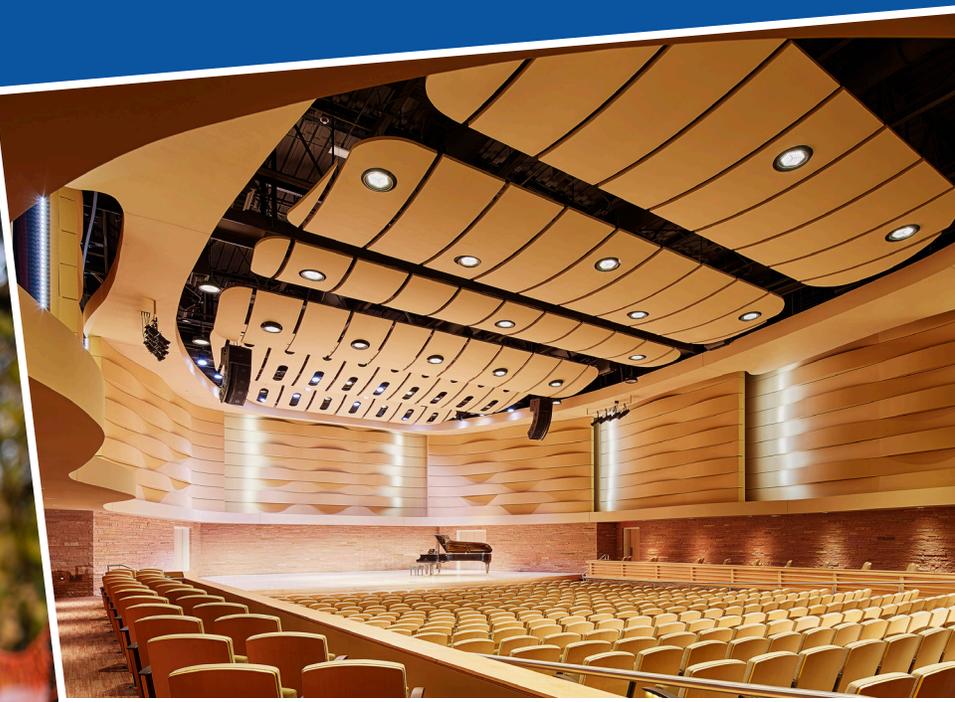
- 1) The successful respondent will be expected to enter into a contract, including insurance requirements for one (1) year, with Laramie County upon terms acceptable to the County. The contents of this RFP, the respondent responses to same and all provisions of the successful qualifier deemed pertinent 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.

PROPOSAL | MAY 8, 2024

# 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 380 and eight office locations** which gives us the capacity and flexibility to address projects of various sizes.

MMWyo has a staff of 21 including 12 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, the City of Cheyenne, 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.



## JOHN R. SHAFFER, PE

### PRESIDENT

John is a Wyoming resident, University of Wyoming graduate, and has 29 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

**Ivinson Memorial Hospital Linac/MRI Upgrade** Laramie, WY

**Laramie Fire Department Public Safety Training Center**  
Laramie, WY

### EXPERIENCE

**29 years** in Industry  
**23 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



## GARTH F. SCHOLL, PE, SE

### PRINCIPAL, STRUCTURAL ENGINEERING

Garth has 25 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

25 years in Industry  
17 years with 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



## BENJAMIN M. NEMEČ, PE, ASSOC. DBIA

### SENIOR PROJECT ENGINEER, CIVIL ENGINEERING

Ben has 16 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

**Eagle Claw Manufacturing** Cheyenne, 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

16 years in Industry  
9 years with MMWyo

#### EDUCATION

**BS, Civil Engineering**  
University of Wyoming, 2008

#### REGISTRATIONS

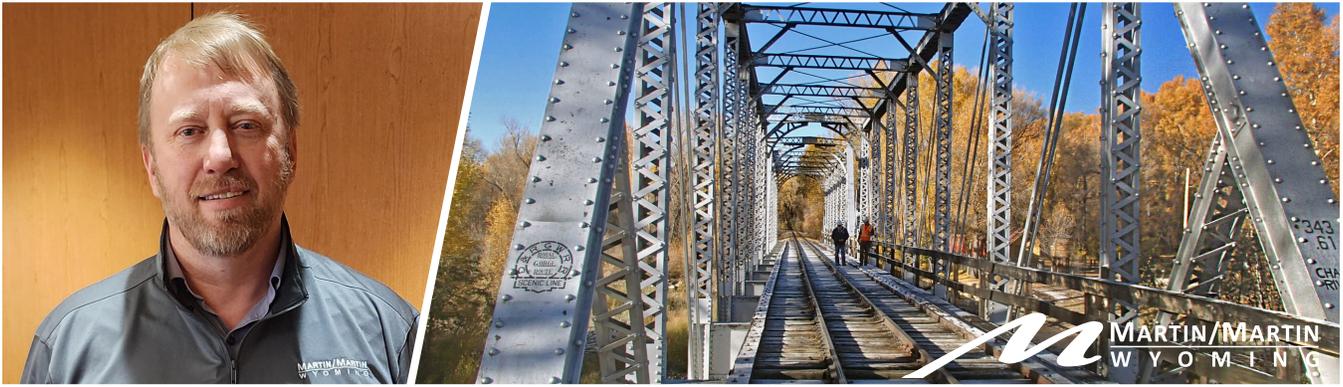
**Professional Engineer**  
WY No. 14080  
NE No. E15746  
CO No. 57893

#### AREAS OF EXPERTISE

Campus Design  
Construction Management

#### AFFILIATIONS

Design Build Institute of America



## JAY R. LIGOCKI, PE

### SENIOR PROJECT ENGINEER, CIVIL ENGINEERING

Jay has over 29 years of experience in design and construction administration for water, sanitary sewer, site, urban streets, storm drainage, and airport facilities. He possesses a wealth of technical knowledge and expertise demonstrating innovative and cost-effective solutions and strong client relationships. Jay actively coordinates with the project team, and is responsive and creative in his approach to design and construction administration and observation. His experience includes water transmission and distribution systems, water treatment for various municipalities and private entities, stormwater control, site grading, and drainage projects.

#### RELEVANT PROJECTS

**Viaero Fiber Networks Observation**  
Laramie County, WY

**Colorado State University (CSU) James L. Voss Veterinary Teaching Hospital**  
Fort Collins, CO

**Timberline Housing**  
Fort Collins, CO

**North Weld County Water District Compliance Review**  
Lucerne, CO\*

**Town of Clearmont Water Main Replacement** Clearmont, WY\*

**City of Sheridan 5th Street Sanitary Sewer Crossing**  
Sheridan, WY\*

\*Project with previous firm

**Wyoming Department of Transportation Aeronautics Division Statewide Airport Pavement Condition Index Surveys** Various, WY\*

**Bradford Museum Waterline and Site Design** Big Horn, WY\*

**Sheridan County School District No 1. Big Horn Elementary and High School Site Design**  
Big Horn, WY\*

#### EXPERIENCE

**29 Years** in Industry  
**6 Months** with MMWyo

#### EDUCATION

**BS, Civil Engineering**  
University of Wyoming, 1993

#### REGISTRATIONS

**Professional Engineer**  
WY No. 8779  
CO No. 61830

#### AREAS OF EXPERTISE

Project and Resource Management

Construction Administration

Municipal Waterline Design

Site Modeling and Design

# 2024 HOURLY RATE SCHEDULE

## PERSONNEL SERVICES

### STRUCTURAL AND CIVIL DEPARTMENTS

Title	Rate
Principal .....	\$210.00
Structural Engineering Lead.....	\$205.00
Associate .....	\$175.00
Senior Project Engineer .....	\$160.00
Senior Building Envelope Specialist.....	\$160.00
Project Engineer.....	\$140.00
Building Envelope Specialist .....	\$145.00
Professional Engineer .....	\$130.00
Engineer-in-Training II.....	\$115.00
Engineer-in-Training I.....	\$105.00
Senior Designer.....	\$135.00
Designer .....	\$120.00
Technician III .....	\$110.00
Technician II .....	\$100.00
Technician I .....	\$95.00
Senior Construction Services Representative .....	\$140.00
Administrative Assistant .....	\$95.00
Engineering Intern .....	\$85.00

## 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. Sixty-five and one half cents (\$0.67) 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.



## 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.



## 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

**Bob Snyder**

**Project Manager**

Wyoming Army National Guard

**307.772.5265**

bob.j.snyder.civ@mail.mil

**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

## **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.