

APPROVED

By Alessandra at 1:17 pm, Aug 17, 2021

REQUEST FOR PROPOSAL (RFP 2-22)

for

5TH STREET BRIDGE OVER CROW CREEK DESIGN PROJECT

for



CITY OF CHEYENNE, WYOMING

Issued by:

**City Engineer's Office
City of Cheyenne, Wyoming**

Proposal Statements due:

3:00 PM

September 22, 2021

at:

**City of Cheyenne
Purchasing, Attn: TJ Barttelbort
2101 O'Neil Avenue, Rm. 309
Cheyenne, WY 82001
(307) 773-1045**

The City of Cheyenne, Wyoming, hereby requests proposals for Analytical and Design Engineering of the above named project. Proposers shall be professional firms with Engineers licensed by the Professional Engineers and Professional Land Surveyors. If the proposer is an out-of-state business entity, the firm shall be registered with the Secretary of State of Wyoming to do business in Wyoming.

Proposers shall submit, in writing, information outlined under the PROPOSAL FORMAT section. The submittal shall address the selection criteria as listed herein and such other data as may be useful in evaluating the ability of the firm to perform the work required. Proposals should be short and concise.

Information contained in the Request for Proposal and in the proposal submitted by the winning consultant shall be incorporated by reference into and be considered part of the contract between the City and the firm selected.

A. PROPOSAL SUBMITTAL

To be considered, proposals must be received by the CITY at the following location before **3:00 p.m. on Wednesday, September 22, 2021 at:**

City of Cheyenne
Purchasing, Attn: TJ Barttelbort
2101 O'Neil Avenue, Rm. 309
Cheyenne Wyoming 82001
Phone: (307) 773-1045

Any proposal received after that time shall not be considered, and shall be returned unopened to the proposer. Telegraphic or fax submittals shall not be considered.

Proposers are advised that, consistent with provisions of the City of Cheyenne's policy for the procurement of professional architectural and engineering services, the CITY shall utilize a two-step process for selecting a consultant through this solicitation. This process dictates that proposers divide their submittals into two parts: a *technical proposal* and a *price proposal*. Proposers shall submit their technical proposals and price proposals simultaneously on the date and time specified in this RFP, sealed in separate, clearly marked envelopes as follows:

Technical Proposal: One (1) original copy of the technical proposal, bound together with all required attachments, five (5) copies, and one (1) electronic pdf on a flash drive will be submitted in a sealed envelope and clearly marked with the following information: (a) the phrase "**5TH STREET BRIDGE OVER CROW CREEK DESIGN PROJECT – TECHNICAL PROPOSAL**"; (b) the date specified for receipt of proposals; and (c) the name and address of the proposer.

Price Proposals: Price proposals are to be submitted in accordance with the requirements of this section and as follows: Submit one (1) original copy, five (5) additional copies, and one (1) electronic pdf on a flash drive in a separate sealed envelope and clearly marked with the following information: (a) the phrase "**5TH STREET BRIDGE OVER CROW CREEK DESIGN PROJECT – PRICE PROPOSAL**"; (b) the date and time specified for receipt of proposals; and (c) the name and address of the proposer.

Proposers are advised that proposal content and completeness are most important, and that clear and effective presentations are preferred, with unnecessarily elaborate, decorative, or extraneous materials discouraged. Each section within the proposal shall be clearly defined for easy reference. All blank spaces must be filled in (e.g., the number "0", the word "None" or the words "Not Applicable" or "NA" are to be inserted, where appropriate, on the forms).

B. PROPOSAL FORMAT

The proposer shall use the following format when preparing their proposal:

Technical Proposal (Envelope #1)

1. Project Team - Identify the project team members and the position of each member on the team, briefly outlining the responsibilities of each member. The offices of project team members not located in Cheyenne should be identified. Detailed resumes should be attached to the back of this section to identify the experience and qualifications of the individual team members.

If the proposer intends to utilize one or more sub-consultants to complete a portion of the Project, all such firms must be listed on Attachment B-3. The proposer shall describe the relationship of each firm to the Project and explain past relationships between the proposer (the legally responsible entity) and each sub-consultant.

2. Schedule - The anticipated time to perform the required work with respect to the availability of project personnel and present work load should be identified using the tasks outlined under the SCOPE OF WORK. Identify the team members and the percentage of time that each will dedicate to each task. A bar graph is suggested for this section. Additional tasks or duties not addressed in Exhibit "A - Scope of Work" of the Professional Service Agreement should be discussed in paragraph form, under Section 6, Other Information. Attention is directed to Exhibit "C - Project Schedule" of the proposed Professional Services Agreement, draft copy attached.
3. Project Area - The proposer should show briefly and concisely its familiarity with the project area. The proposer is expected to thoroughly review all data submitted and identify potential problems that may arise during design and construction.
4. Scope of Work - All proposers will commit at a minimum to the services outlined in Exhibit "A – Scope of Work" of the proposed Professional Services Agreement, draft copy attached. The proposer may supplement the draft Scope of Work with any additional work or clarification of work that is determined necessary for the successful completion of the project.
5. References - List at least three (3) similar projects which were completed during the preceding five (5) years by the members of the project team. Use additional sheets if more than three references are provided. Provide the following information for each reference: Client Name, Address, Contact Person, Telephone, Project Dates, Project Description, Original Project Budget, Final Project Cost, and Explanation of variation from original budget to final project cost.

6. Conflict of Interest - Please state whether the proposer, or any sub-contractor or sub-consultant, is currently performing professional services for, or has an on-going professional relationship with, any other person or legal entity whose interests may be adverse to the City of Cheyenne with respect to the scope of work to be performed by the proposer if selected pursuant to this RFP process. Please also disclose all other facts and circumstances relating to the proposer's past, present and future work that create, or may appear to create a conflict of interest, between the proposer's performance of services for the City and the proposer's current professional obligations or relationships with any other person or legal entity.
7. Other Information - Any additional information the proposer feels would be useful to the committee in evaluating the proposal should be placed in this section.
8. Proposal Submittal Checklist - This form (Attachment B-1) must be completed and signed by the proposer and attached to the outside of the technical proposal envelope to ensure completeness of submittal.

The submission included via USB Flash Drive shall be in PDF Format and shall contain only One (1) File. (Please merge all documents relating to your proposal, and all related documents, into one single PDF document. The PDF document shall replicate the hard copy submittal exactly).

Any proposal not submitted in this format shall be deemed to be non-responsive and shall not be considered further by the CITY. The signer of the proposal must declare that the person(s), companies or parties interested in the contract as principals are named therein; that it is, in all respects, fair and in good faith without collusion or fraud; and that the signer of the proposal has the authority to bind the principal proposer.

Price Proposal (Envelope #2)

1. Cover Letter - Identify the proposer's name, mailing address, telephone number and contact person(s). The letter must be signed by the proposer and should be limited to two (2) pages. Proposals submitted by consortiums, joint ventures or teams, although permitted and encouraged, will not be considered to be responsive unless it is established that all participants in the consortium, joint venture or team are jointly and severally obligated to perform the obligations of the Professional Services Agreement to be entered into with the successful proposer.
2. Provide a complete line item budget for all Phases of the work with a breakdown of each phase, as necessary to complete the Project as specified in the RFP, its attachments and other documents referenced. Each proposer shall certify that its price proposal shall remain valid for a period of at least one hundred and twenty (120) days. In the event that a contract award by the CITY is delayed beyond the 120-day period, such award shall be conditioned upon the proposer's acceptance.

PROPOSERS ARE INSTRUCTED TO ENSURE THAT ANY PRICING INFORMATION IS NOT INCLUDED IN THE TECHNICAL PROPOSAL OR IN THE PDF ELECTRONIC FILE FOR THE TECHNICAL PROPOSAL.

ANY PREMATURE REVIEW OF PRICING INFORMATION THAT IS MISTAKENLY INCLUDED WITH THE TECHNICAL PROPOSAL, WILL BE BASIS FOR PROPOSAL REJECTION.

C. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held via Zoom Online Web Meeting, for the purpose of responding to questions and to provide clarification regarding the contents of this RFP. Proposers are strongly encouraged to attend the pre-proposal conference.

Topic: RFP 2-22 / Pre-Proposal Meeting / 5th Street Bridge Over Crow Creek Design

Time: Aug 26, 2021 11:00 AM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/83356784029?pwd=WG54YmxXOHZzcFh6V29HRzg5Z2q0UT09>

Meeting ID: 833 5678 4029

Passcode: 2101

In order to record your presence at the Pre-Proposal Meeting, as you join the meeting, Proposers shall type the following information into the chat box:

1. Individual Name
2. Business you are representing
3. Phone Number
4. Email Address

D. ADDENDA

Any and all proposers may make inquiries in writing to CITY at any time prior to **Noon on Wednesday, September 1, 2021**. Any written question of a proposer regarding the meaning or interpretation of the RFP, work scope, specifications, etc., must be submitted to the CITY prior to the above specified date. The City shall make reasonable efforts to ensure that clarifications given to any prospective proposer shall be similarly furnished to all prospective proposers in summary form as an addendum to this RFP if the lack of such information could reasonably be considered prejudicial towards uninformed proposers. No technical assistance shall be given by the CITY to any proposer in preparation of its proposal.

The City intends to respond to all questions and inquires no later than, **Wednesday, September 8, 2021 at 5:00 p.m.**

Written inquiries shall be directed to:

TJ Barttelbort, Purchasing Manager
City of Cheyenne
2101 O' Neil Ave., Rm. 309
Cheyenne Wyoming 82001
Phone # 307-773-1045
E-mail: tbarttelbort@cheyennecity.org

Any or all changes, additions, or clarifications in connection with this RFP shall be issued by the CITY in the form of written addenda. Each proposer must sign the "Acknowledgment of Receipt of RFP Addenda" form (Attachment B-2) and submit the executed form with its proposal. Oral

comments, responses and/or representations shall not be binding upon the CITY. **The CITY will consider as incomplete any proposal in which all addenda are not acknowledged and this will be a basis for proposal rejection.**

E. DISCLOSURE OF PROPOSAL CONTENTS

All proposals and supporting documents, except such information that discloses proprietary or financial information submitted in response to qualification statements, becomes public information held in custody of the CITY after the proposal submittal date given in this RFP. The CITY assumes no liability for the use or disclosure of technical or cost data submitted by any proposer.

Nevertheless, if a proposal contains information that the proposer wishes to remain confidential or used for any purpose other than the evaluation of this offer, all such information must be indicated with the following or similar statement:

"The information contained on pages _____ shall not be duplicated, used in whole or in part for any purpose other than to evaluate the proposal provided; that if a contract is awarded to this firm as a result of the submission of such information, the City of Cheyenne shall have the right to duplicate, use or disclose this information to the extent provided in the contract. This restriction does not limit the City of Cheyenne's right to use the information contained herein if obtained from another source."

All such nondisclosure items specified in the proposal shall be subject to disclosure as provided in "The Wyoming Public Records Act" or as otherwise provided by law.

F. PROPOSAL PROTEST PROCEDURES

Proposers are advised that the CITY shall administer any protest initiated by a protesting party concerning this solicitation in the following manner:

1. The protesting party may submit a written protest prior to the due date for Proposals stated elsewhere in this RFP, unless the protesting party did not know or could not have known of the facts giving rise to such protest prior to the Proposal opening. The protest shall be submitted within three (3) calendar days after the protesting party knew or should have known of the facts giving rise thereto.
2. Upon receipt of a timely written protest, the CITY shall not proceed further with the solicitation or contract award until all administrative remedies have been exhausted, or until the CITY's Director of Purchasing determines that a contract award without delay is necessary to protect the interests of the CITY.
3. Timely protests shall be reviewed by the CITY's Director of Purchasing, who shall consider all facts, technical support, and justification submitted by the protesting party, and in a timely manner render a decision on behalf of CITY as to the validity of the protest and the disposition thereof. The CITY's Director of Purchasing may request additional information from the protesting party to clarify or support its protest, in which case such information shall be supplied in writing by the protesting party within three (3) calendar days following the CITY's request.

4. Following the decision of the CITY's Director of Purchasing, the matter shall proceed to the CITY's governing body for contract award or other action.

G. OMISSION OF DETAILS

No advantage shall be taken by any proposer as a result of the omission of any parts or details which are necessary for the provision of detailed design and engineering services even though such details may not be mentioned in this RFP.

H. SELECTION PROCESS

Each responsive proposal received by the CITY shall be evaluated in a consistent manner as described in this subsection. A responsive proposal is one which complies with all material aspects of the solicitation, both as to the method and timeliness of submission, and as to the substance of any resulting contract. Prospective proposers are advised to submit all required forms, attachments, and other information as requested in the RFP. Proposals that do not comply with all the terms and conditions of the solicitation may be rejected as non-responsive.

As noted above, the CITY shall utilize a two-step evaluation process for selecting a Consultant through this solicitation. The two-step process dictates that proposers make submittals in two parts: a *technical proposal* and a *price proposal*. It is the intent of the CITY to first evaluate all technical proposals in order to establish a quantitative ranking of the proposals exclusive of price. The CITY shall use this process to identify one or more proposers who are considered to be best qualified to perform the work required by the CITY.

All responsive technical proposals will be reviewed by an evaluation committee comprised of engineering, and other personnel to be selected by the CITY. A weighted evaluation methodology shall be used to rank each proposal, using the evaluation criteria and relative weighting indicated on Attachment A-1.

After review of the technical proposals, the best qualified firms will be invited to participate in oral interviews with the evaluation committee for the purpose of clarifying and confirming the content of proposals. A weighted evaluation methodology shall be used to rank each proposal, using the evaluation criteria and relative weighting indicated on Attachment A-2.

At the end of the interview process, the CITY shall then unseal the price proposals and initiate negotiations with the highest ranked proposer toward a final contract containing the detailed scope of work and budget. If negotiations with the first selected proposer are unsuccessful, negotiations with the second highest ranked proposer will be pursued, followed by the third proposer if necessary, to secure a contract. In the event that CITY is unable to secure an Agreement with any of the qualified proposers, this procurement may be terminated at the CITY's option.

The CITY reserves the right to delay making an award, to split award on proposals, to reject any or all proposals received, and to make a pre-award survey to determine the capability of any or all proposers. The CITY reserves the right to reject any or all proposals, and to negotiate matters of Consultant performance, project schedule and other issues not directly related to the proposal price submitted prior to awarding a contract. The CITY further reserves the right to cancel the procurement process at any time during the evaluation process.

J. SELECTION PROCESS SCHEDULE (TENTATIVE)

August 19, 2021	Legal Notice Posted in Paper
August 26, 2021	Second Legal Notice Posted in Paper
August 26, 2021	Pre-proposal Meeting
September 1, 2021	Questions Due
September 8, 2021	Addendum Released
September 22, 2021	Proposals due from Consultants
September 29, 2021	Review Committee selects consultants for interviews
October 4, 2021	Interviews are held
October 8, 2021	Review committee completes final selection
October 11-19, 2021	Professional Services Agreement finalized with successful Consultant.
October 20, 2021	Agreement placed on City Council Agenda
October 25, 2021	City Council Meeting No.1: Agreement referred to Finance Committee
November 1, 2021	Agreement discussed in Finance Committee
November 8, 2021	City Council Meeting No. 2: Agreement approved/disapproved.
November 15, 2021	Notice-to-proceed issued by City if Agreement approved

ATTACHMENT "A-1"
FIRST ROUND CONSULTANT PROPOSAL EVALUATION

RATINGS				WEIGHT
Clearly outstanding in this item	5	Weak in this item	2	Level of importance, 1 through 5 assigned by City Engineer's Office
Well qualified in this item	4	Unsatisfied in this item	1	
Average in this item	3			

Project No. & Name: 5th Street Bridge Over Crow Creek Design Project

Firm Name: _____

Committee Person: _____ Date: _____

RATING ITEM		RATE	x	WEIGHT	=	SCORE
1)	<u>Ability of Professional Personnel</u> - Does the Prime Consultant have professional personnel committed to the project with the qualifications, education and specific experience to perform the tasks and services necessary for successful completion of the project. See (6) for specific requirements	Design Staff		5		
		Construction Management		4		
2)	<u>Past Performance</u> - What do past Consultant Performance Appraisals indicate about the firm's performance on other City of Cheyenne work, for example, meeting deadlines, working with contractors, staying within budgets, timely invoicing.	Were Previous Projects completed on time?		3		
		Were Previous Project Completed within the agreed Budget?		3		
		Was the quality of Previous work products competent, and accurate?		3		
3)	<u>Location</u> - Distance of the firm's project manager from project area Local 3 points 10-60 miles 2 points over 60 miles 1 point	(Rating by Project Mgr)		1		
4)	<u>Special Experience/ Qualifications</u> – Specific experience and knowledge of bridge engineering, hydraulic modelling, geometric design, intersection design, signal design, cost estimating, and alternatives analysis.			5		
5)	<u>Proposal</u> - Content and quality			4		
6)	<u>Specific Requirements</u> - Experience/Knowledge of engineering standards for bridge design. Experience/ Knowledge with hydraulic modelling. Local knowledge of the project area.			5		
Total Score						

ATTACHMENT "A-2"

SECOND ROUND CONSULTANT EVALUATION - INTERVIEWS

Project No. & Name: _____
 Firm Name: _____
 Committee Person: _____ Date: _____

RATINGS		WEIGHT
Clearly outstanding in this item	5	Level of importance, 1 through 3 assigned by City Engineer's Office
Well qualified in this item	4	
Average in this item	3	
Weak in this item	2	
Unsatisfied in this item	1	
The weights are discussed & agreed upon by the committee		

PROJECT SPECIFIC REQUIREMENTS

Bridge engineering, hydraulic analysis, geometric design, intersection design, signal design.

RATING ITEM		RATE	x	WEIGHT =	SCORE
1) PROJECT SPECIFIC CRITERIA					
a.	Experience of the firm: Experience in bridge engineering, hydraulic modelling, geometric design, intersection design, cost estimating, and alternatives analysis.			3	
b.	Project Manager skills and experience specifically to the project requirements.			3	
c.	Knowledge of City requirements.			2	
2) QUALITY OF THE SUBMITTAL					
a.	Does the Technical Proposal address all the requirements of the Project Scope of Work?			3	
b.	Is the Technical Proposal organized and developed in a logical and concise format?			3	
c.	Does the Firm offer any Innovative Alternatives to the Project SOW?			1	
d.	Overall impression of the Technical Proposal?			2	
3) WORK LOAD, ABILITY & WILLINGNESS TO MEET TIME REQUIREMENTS					
a.	- Is the Prime prepared to commit qualified staff & resources to promptly address the requirements of this project?			3	
4) INTERVIEW					
a.	Are the personnel who will be assigned key tasks in the Project present?			2	
b.	Were direct questions from the committee answered in a satisfactory and effective manner?			3	
c.	Did the interview fully explain the Technical Proposal and address the specific requirements of the Project?			3	
d.	Did the presentation clearly convince the committee that this firm has the desire, expertise, staff, equipment and ability needed to meet the project specific requirements described above in a timely and efficient manner?			3	
e.	Overall impression of the interview.			2	
Ranking Score		Total Score			

ATTACHMENT "B-1"
PROPOSAL SUBMITTAL CHECKLIST

This form must be completed and returned with the proposal submittal.

Attachment	Description	Proposer's Initials	CITY's Initials
B-1	Proposal Submittal Checklist		
<u>Envelope #1</u>	<u>Technical Proposal</u> Sealed Envelope with required information on front Signed Cover Letter Project Team Schedule Project Area Scope of Work References Project Specific Information		
B-2	Acknowledgment of Receipt of RFP Packet, Sample Agreement and Addenda		
B-3	Use of Sub-consultants		
<u>Envelope #2</u>	<u>Price Proposal</u> Sealed Envelope with required information on front Signed Cover Letter Project Fee Proposal with breakdown		

Signature of Proposer:

Date: _____

ATTACHMENT "B-2"

**ACKNOWLEDGMENT OF RECEIPT
OF RFP PACKET, SAMPLE AGREEMENT AND ADDENDA**

The undersigned hereby acknowledges receipt of the City of Cheyenne Request for Proposals (RFP) packet for the 5th Street Bridge Over Crow Creek Design Project, including: Sample Professional Services Agreement, Scope of Work, Compensation Schedule, Project Schedule, and the following addenda issued during the procurement process.

Addendum #1: _____ dated _____

Addendum #2: _____ dated _____

Addendum #3: _____ dated _____

Failure to acknowledge receipt of the proposal packet, sample Agreement, and all addenda may cause the proposal to be considered non-responsive to this solicitation.

Name of Proposer: _____

Signature of Proposer: _____

Date: _____

ATTACHMENT "B-3"
USE OF SUBCONSULTANTS

Sub-consultant Name/City/State	% of Value of Work	Work Tasks to be Assigned
Total Value of Subcontracts		

Exhibit A – Scope of Work

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A.1 Overview

Consultant services for the 5th Street Bridge Over Crow Creek Design Project are the development and design of a complete set of construction documents, including plans, specifications, and estimates. Any innovative solutions that are cost effective and meet project goals will be incorporated in the design. Work required for this project will include project management; roadway design; bridge/structural design; hydraulic analysis; geotechnical investigation; storm water and storm sewer design; right-of-way surveying; and utility location, coordination, and design.

The project requires a professional design team that includes a Civil Engineer registered in the State of Wyoming with a minimum of 10 years of project design experience in one or more of the following disciplines: bridge design; roadway design; hydraulic analysis; with the ability to provide in-house or capacity to sub-consult for survey services, geotechnical investigation and those disciplines required for the project.

A.2 Project Description

A.2.a Overview

The project is located along 5th Street between Thomes and Carey Avenues.

This project will include the design of a structure (bridge or box culvert) at Dry Creek. Hydraulic analyses will be performed to determine what type of channel clearance is needed to result in a no-rise condition at the structure assuming that the current backwater condition does not exist due to the constriction point located at a bank of culverts under I-180. Precast girders and/or box culverts should be considered in the design in order to expedite construction. Selection of the structure type should consider project cost and minimization of impacts to the travelling public.

Horizontal and vertical roadway realignment on 5th Street should be evaluated to possibly shift the intersection to the north of its existing location. If this option yields a superior design for the intersection and structure, additional right-of-way will need to be acquired.

Intersection and traffic signal design will be included in the project. The intersection and approach layout should be determined from traffic projections included in the Connect 2045 Cheyenne Area Transportation Master Plan. Traffic signals were installed at the intersection in 2018 and it should be anticipated that these will be reused if possible, based on an evaluation of their compatibility with the new intersection configuration.

A short section of Greenway will be included in the design. This section of Greenway will run along the west side of Deming Avenue/ Watershed Boulevard from 3rd Street to 5th Street. This may require retaining walls as the path nears the intersection.

A.2.b Project History

This structure was listed for replacement as a 2017 ballot item and approved by the voters. By resolution, this is the highest priority item for 5th penny improvements.

A.2.c Existing Facilities

The existing structure is a three span, prestressed concrete t-girder bridge with a cast in place concrete deck. The overall bridge length is 80 feet. The deck width is 36 feet and has a clear roadway width of 31 feet. Additional glulam girders were retrofitted to the exterior of the structure to place sidewalks on either side. The sidewalks are timber planks and are not sufficiently wide for current ADA requirements. The structure's west approach slab terminates directly at the intersection of 5th Street and Deming Avenue. There are two, recently installed, signal poles adjacent to either side of the western approach slab. There are two Greenway crossings on the east side of the structure. One crosses at-grade east of the approach slab and the other crosses under the structure near the east abutment.

The intersection is signalized with crosswalks traversing each intersection leg. 5th Street approaching the intersection from the east has two lanes. 5th Street approaching from the west has two through lanes and a dedicated right turn lane. Deming Avenue has two through lanes and left turns lanes on both sides of the intersection.

A.2.d Proposed Improvements

The proposed improvements at the location are as follows:

- Provide a channel-way at the new structure sufficient to allow unrestricted flow for the 100-year storm event.
- Provide a cost analysis for the most economical structure type (bridge vs. box culvert).
- Anticipated roadway typical section consisting of three (3) 12' travel lanes, 6' shoulders, a 10' multi-use path, and a 5' sidewalk.
- Possible realignment of 5th Street.
- Design of a 10-foot multi-use path which may include retaining walls.
- Intersection design
- Traffic signal design

A.2.e Right-Of-Way

If it is determined that the existing alignments provide the best final design, the location is entirely within City right-of-way. If the alternate design of shifting the alignment is chosen, right-of-way acquisition will be required and will be performed by the City.

A.2.f Project Funding and Timing

This project will be paid for entirely from 5th penny tax fund.

The design phase of the project will be completed within eight months from the date of execution of a Professional Services Agreement with the selected firm.

A.3 General Conditions

The following items are included as part of the basic compensation for this project:

- Normal business expenses - phone, postage, etc.
- Cost of insurance.
- In-house computer time and service.
- Word processing, accounting, and man-hour records.
- Permits and license fees.
- Mileage.
- Travel fees, room and board, per diem.
- Printing costs for all standard review, bidding, and as-constructed plans and other correspondence and contract documents.
- Film and processing.

Additional items which will be addressed:

All subconsultant fees at cost, which may include:

- Geotechnical Investigation.
- Surveying.
- Utility investigation.

Other items:

- Overtime engineering and inspection.
- Special inspections, including vacuum excavation pot-holing.
- Survey materials, stakes, etc.
- Additional required services.

Any changes in the Consultant's or Subconsultant's staff or fee structure will be presented in writing to the City for approval prior to initiating any changes or performing any work.

A.4 Environmental Clearances

The structure will span over/ or be constructed in Waters of the US. Impacts to the channel will need to delineated and quantified.

A.5 Public Involvement

Two public meetings will be required for this project. The Consultant will provide public notice and media releases; prepare exhibits, handouts, and comment cards; and correlate public comments.

A.6 General Design

A.6.a Design and Construction Standards

All design and construction will be done in accordance with the latest edition of the applicable standards including, but not limited to, the following:

- AASHTO Policy on Geometric Design of Highways and Streets.
- AASHTO Guide for the Development of Bicycle Facilities.
- AASHTO LRFD Bridge Design Specifications.
- WYDOT Standard Specifications for Road and Bridge Construction (structure only).
- Manual on Uniform Traffic Control Devices.
- City of Cheyenne Unified Development Code.
- City of Cheyenne Design and Construction Standards.

Conflicts between design and construction standards will be resolved by the City.

A.6.b Surveying

Topographic and right-of-way surveying will be completed for the extents of the project as needed to complete the project design. Project control points will be established as needed. All surveying, design, and temporary control points will be referenced into the City control network. Property corners necessary to establish the right-of-way will be monumented as necessary. Existing and proposed right-of way will be shown in the project plan sheets and will include any easements, construction/staging area permits, property acquisitions, and parcel ownership.

A.6.c Geotechnical Investigations

A geotechnical investigation will be performed within the project limits and will include as necessary, but not be limited to:

- Geological strata defining soil and/or bedrock locations and elevations.
- Soil and/or rock properties.
- Soil classification.
- Recommended retaining wall and foundation types for any structures on the project.
- Subsurface drainage characteristics.
- Groundwater location.
- Any other characteristics not explicitly stated herein but required for completion of the project.

The results of the geological investigation and recommendations will be summarized in a geotechnical report. All required data, testing, bore hole locations, results, and recommendations, for the afore mentioned investigations, will be summarized and included in the report. If, during the design process, it is found that initial recommendations for retaining walls and/or structures are no longer feasible, additional geotechnical investigations will be performed before further design work is completed.

A.6.d Surfacing Recommendations

Surfacing recommendations will be prepared based on geotechnical investigations performed throughout the project limits. The recommendations will outline layer thicknesses and recommended materials for subbase, base, and finished grade courses. Surfacing recommendations, material types, mix designs, and associated rates of application will be summarized in a pavement design report. All material types and rates of application will be included in the design plan summaries.

A.6.e Utilities

All known utilities will be investigated and incorporated into the project design. These include, at a minimum:

- Telephone.
- Internet and cable.
- Electric and gas.
- Water and sanitary sewer.
- Signals, signs, and storm sewer.
- Fiber optic cable.

Any conflicts with other utilities, either active or abandoned, will be investigated and resolved. Preliminary construction sequencing/phasing and traffic routing plans along with special provisions will be developed to facilitate utility work. Locates will be performed for any potential utility conflicts, this includes both surface utility locates and non-destructive subsurface utility excavation locates. All utilities within the project limits will be shown on the project plan sheets.

A.6.f Drainage Impact Study

A Drainage Impact Study will be performed for the project area in accordance with Section 3.2 of the Unified Development Code. The report will document the drainage impacts (if any), both upstream and downstream, of the project and present a design to mitigate any negative impacts. All supporting calculations will be included in the report.

A.7 Plan Submittals

A.7.a General

Requirements for each formal plan issuance are outlined below and will act as a general guideline for submittals. Additional intermediate plan issuances may be required due to project type, complexity, and unforeseen issues that arise during the design process. It should be expected that there will be two rounds of reviews and one plan inspection meeting for each plan issuance.

A.7.b Preliminary Plans

Preliminary plans will be submitted illustrating conceptual roadway alignments, intersection design, and structure layout. These plans should be approximately 30% complete. The general layout of the roadway, intersection, and structure should be clear and assist in the selection of the preferred roadway alignments. A preliminary cost estimate will be provided to assist in the selection as well. At a minimum, the plans will include the following design elements:

- Preliminary structure layouts.
- Alternative roadway and Greenway alignments.
- Alternative intersection layouts.
- Preliminary earthworks.
- Alternative design options that remain undecided.

A.7.c Grading Plans

Grading plans will be submitted when preferred alignments are determined. These plans should be approximately 60% complete. The general layout of the roadway, intersection, and structure should be nearly finalized with only minor adjustments needed for utilities and right-of-way. At a minimum, the plans will include the following design elements:

- Structure layout.
- Roadway and Greenway alignments.
- Intersection layout and design.
- Earthworks.
- Storm water/storm sewer mitigation plan and layout.
- Alternative design options that remain undecided.

A.7.d Right-of-way and Utility Plans

Right-of-way and Utility plans will be submitted when all right-of-way and utilities have been delineated. These plans should be approximately 90% complete. All design elements required for previous submittals will be finalized and incorporated into this plan set. This submittal will contain a complete set of construction documents, including plans, specifications, and estimates. This set of plans will contain the following:

- Title sheet.
- Professional seal sheet.
- Legend sheet.
- Roadway and structure typical sections.
- Summary sheets, using City (roadway and pathway) and WYDOT (structure) bid items, which will include:
 - Individual summaries for all pay items.
 - Total Estimated Quantities summary.
 - Materials and Rates summary.
- Plan and profile sheets.
- Structural details.
- Various other detail sheets which include, but are not limited to:
 - Storm sewer/storm water mitigation details.
 - Landscaping details.
 - Intersection details.
 - Traffic Signal details (structural and electrical)
 - Construction traffic control details.
- In addition to design plans the submittal will contain:
 - Design cross sections.
 - Index of City of Cheyenne and Public Board of Utility Standard drawings.
 - Index of Standard WYDOT plans.
 - Index of Supplementary Specifications to the Standard Specifications.
 - Special Provisions to supplement the Standard Specifications.
 - Project construction cost estimate.

A.7.e Final Plans

All elements presented in previous plans will be finalized and all required changes from each respective plan issuance will be incorporated into this plan set. This submittal will contain a 100% complete set of construction documents, including plans, specifications, and estimates. All electronic design and plan files will be submitted to the City for archiving.

A.8 Project Construction Management

Fee proposals for construction management will be based on the estimated hours required to provide all aspects of construction management, administrative oversight, shop plan review, and as-built plans. Construction staking and material testing will be the responsibility of the contractor.

A.8.a. Communication and Correspondence

- The City Project Manager will be copied on all correspondence related to the project. This includes external emails and letters to all public entities.
- Change Management.
 - All requests for changes must be documented in writing and submitted to the City Project Manager within one week of the change being needed. Consultant shall maintain a Change Log and the Change Log should document and support the need for Additional Services and Contract Amendments.

A.8.b. Meetings

- The City Project Manager, with the assistance of the Consultant, will facilitate meetings and workshops associated with efficient project execution. This will include establishing the meeting objectives, determining participants, creating agendas, and conducting meeting sessions. Consultant shall provide agendas and other applicable documents for distribution. Consultant will prepare Meeting Minutes which will be submitted to the City no longer than five (5) business days after held meeting.
- Kick-off Meeting
 - Within 1-week of the issuance of the Notice to Proceed, Consultant will prepare an agenda and conduct an initial kick-off meeting with the City Staff.
- Technical Workshop
 - Consultant shall conduct a technical workshop to discuss Constructability Review and Analysis to discuss recommendations and receive further directives from City staff. Consultant will prepare an agenda for the construction of the project.
- Progress/Status Meetings
 - Consultant will meet monthly with the City staff to discuss project progress, status, schedule, budget, potential issues that required decisions, and upcoming activities for the next month.
- Monthly Progress Meetings
 - Consultant shall be prepared to discuss the following items during the monthly progress meetings with the City:
 1. Summary of work completed during the past 30-day period.
 2. Summary or work planned during the next 30-day period.
 3. The status of major project components (percent complete, amount of time ahead or behind schedule) and an explanation of corrective action to get the project back on schedule if delays have occurred.
 4. Explanation for any schedule changes, including to the logic or activity durations.
 5. Progress made on critical activities indicated in the schedule as well as any items that could potentially delay the project.
 6. Additional project status information as requested by the City.
 7. Identification of changes made to the previous schedule.
 8. Key project issues.
 9. Key project decisions

- External Coordination Meetings
 - Consultant will conduct coordination meetings as required. The City Project Manager or designee must be invited to attend any meetings with other entities.

A.8.c. Project Execution Plan

- The Consultant is to prepare a Project Execution Plan (PEP). The PEP will establish and clearly define at the project's outset the following:
 - Project Management Approach
 - Organization
 - Roles and Responsibilities of Parties Involved
 - Communication Plan
 - Means for Controls and Monitoring
 - Schedule, Budget, and Cost Baseline Information
 - Quality management Approach

A.8.d. Schedule and Progress Reporting

Schedule and progress reporting requirements herein are the minimum required. The City may withhold Payment until the PEP and the baseline schedule is approved.

- General Requirements
 - Consultant shall start scheduling for the project at Notice of Award.
 1. Within ten (10) days of the Notice to Proceed, Consultant shall submit a detailed baseline schedule for all activities listed in the Exhibit A, Scope of Work for Engineering Services. Budgeted cost for activities shall match the Consultant's authorized budget.
 2. Once the first detailed schedule is accepted by the City, this schedule shall become the baseline schedule, or record schedule. The schedule shall be used by the City and the Consultant to compare progress monthly.
 3. Receipt and acceptance of a monthly updated schedule is a condition precedent to City recommending monthly progress payments. Consultant shall submit monthly updated schedule (electronic and hard copies) by the first Friday after the Consultant's accounting month end.
 4. If the Consultant's schedule fails to identify contractually required sequences, restraints, and milestones, acceptance by the City shall not imply waiver or waive any contractual requirements.
 5. Consultant may use schedules prepared with scheduling software and/or non-scheduling software such as Excel, PowerPoint or word.
 6. Consultant shall base schedule on a five-day work week including Consultant's recognized holidays.
 7. Schedule shall reflect work logic sequences, restraints, delivery windows, City and Consultant review times, contract times, and milestones set forth in the Agreement, and shall begin on the date of the Notice to Proceed and conclude with completion of the work.
 8. For monthly schedule update submissions include overall percent complete, projected, and actual for each listed activity.

9. The schedule shall be updated monthly as required to maintain an accurate schedule that reflects actual and planned activities. The actual (forecast) and planned (baseline) activities shall be identified by a separate and distinct color.
10. Monthly updates shall include actual costs as well as any approved or pending adjustments to the original budgeted costs. Actual costs shall include accrual costs for work not yet invoiced to the City.

A.8.e. Project Coordination

Consultant will be responsible for all internal coordination activities among the Consultant team, including sub-consultants.

A.8.f. Invoicing

- Consultant invoices will be prepared and submitted in accordance with the requirements stated within the Agreement. All invoices must be submitted in the standard format provided by the City. Invoices shall be submitted with the City's required cover page template and Summary of Component services template.
- The invoice cover sheet template shall not be modified in any way. Consultant is only to insert logo and insert applicable information and values. If the template is modified by the Consultant, the invoice will be returned, rejected, and unpaid until the correct template is used.
- Invoices shall be submitted monthly for charges incurred in the prior month. Consultant shall be responsible to review invoice for accuracy and correctness prior to submittal to the City.
- Invoices shall include an hourly breakdown of all work completed for Tasks performed on a time and materials basis. The breakdown shall be organized by task and designate who completed the work, the hours spent on the task, and a brief description of work performed.
- At the end of the City fiscal year defined as June 30, Consultant invoices are to be turned in as soon as possible for services up to June 30. The goal is to receive all the invoices for services ending June 20 and prior in the fiscal year by no later than July 10.
- Consultant will include, in addition to the aforementioned documents:
 - Monthly Progress Reporting

Consultant will provide a monthly progress report.

- Issues – Decisions Log

Consultant will create an Issues-Decision Log and maintain it.

- Services during Construction

All invoices will be prepared and submitted in accordance with City of Cheyenne Standards. Consultant shall also provide the following:

1. A separate hourly breakdown summary for the City to use for possible billing to the Contractor each month. Consultant shall include in this separate summary all time billed associated with the following tasks:
 - a. Addressing RFI's when the answers were already provided in the Contract Documents (drawings and/or specifications).

- b. Addressing RFI's resulting from Contractor errors
- c. Addressing RFI's resulting from changes requested from the Contractor
- d. Reviewing submittals that were not submitted as complete packages by the Contractor
- e. Reviewing submittals that are on the third or subsequent review

A.8.g. Quality Management Plan

Consultant will submit a separate Quality Management Plan, unless as part of the Project Execution Plan. This document will clearly outline external procedures (those that involve the City and other entities) as well as internal procedures (e.g., independent, qualified reviews, back-checking, etc.). Consultant will be responsible to see that all elements of the Quality Management Plan are followed and complied with during the course of the project. This includes work undertaken by sub-consultants.

Consultant shall respond in writing to the City within one week of the City identifying a quality related issue stating how the issue has been or will be resolved.

A.8.h. Construction Phase

After written authorization to proceed, Consultant shall:

- Provide technical assistance throughout the construction process. The Consultant should make provisions for providing technical assistance/meeting attendance during the project in their proposal.
- Consultant shall provide the services of an Engineer (and assistants as approved), as Consultant's agent or employee, at the site to assist Consultant in observing performance of the work of the Contractor.
- Participate in Pre-Construction conference(s) to be conducted by the City.
- Erect or install sufficient control monuments, reference points and base lines to enable the Contractor(s) to proceed with the layout of the work.
- Upon request of City Representative, consult with and advise the City Representative on necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work.
- Prepare a set of reproducible original drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by the City Representative as further indicated below.

A.8.i. Duties and Responsibilities of the Engineer

The Engineer shall supervise and be accountable for all engineering matters related to the project. This responsibility shall extend to supervision and responsibility for the actions of subcontractors or Consultants working for the Engineer.

CONSULTANTS ENGINEER WILL:

- Inspection Plan:
 - Develop an overall inspection plan, a Traffic Control Inspection Plan and testing plan to be submitted and approved by City's Representative seven (7) days after the Contract is awarded. Ensure compliance with federal wage rates, including checking certified payrolls and conducting compliance interviews in accordance with current (at time of bidding) federal requirements.
- Schedules:
 - Review the progress schedule, schedule of Shop Drawing submissions and schedule of values prepared by Contractor and consult with City's Representative concerning their acceptability.
- Conferences:
 - Conduct and keep minutes of pre-bid and pre-construction conferences with contractors. Conduct weekly safety and coordination meetings, as required, maintain and circulate copies of minutes thereof.
- Liaison:
 - Serve as the City's liaison with Contractor to implement the intent of the Contract Documents. Provide a public relation program to keep adjacent property owners advised of the commencement and progress of construction.
- Shop Drawings and Samples:
 - Receive samples and shop drawing furnished by Contractor, record date of their receipt, and track progress of approvals. Advise City's Representative of their acceptability.
 - Identify any Work that is unsatisfactory, faulty, defective, does not conform to the Contract Documents, does not meet the requirements of any inspections/ tests/ approvals, or that has been damaged. Advise the Contractor and the City's Representative when Work should be corrected, rejected, uncovered for observation, or in need of special testing, inspection or approval.
- Verify that tests, equipment and systems startup, operation and maintenance instructions are conducted as required by the Contract documents, and that Contractor maintains adequate records thereof; observe, record and report to the City's Representative appropriate details relative to the test procedures and startups.
- Accompany visitors representing public and other agencies having jurisdiction over the Project; record the outcome of these inspections and report to the City's Representative.
- Interpretation of Contract Documents:
 - Transmit to Contractor the City's clarifications and interpretations of the Contract Documents.
- Modifications:
 - Consider and evaluate any changes or modifications in Drawings or Specifications and report them with recommendations to the City Representative for approval prior to authorizing any such changes or charges to Force Account or other items. Administer Change Orders, Contract Modifications and extra Payment Requests.
- Records:
 - Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples submissions, reproductions of original contract Documents including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract, City's Representative clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - Maintain in a secure location orderly files documenting certified payrolls and results of all compliance interviews. Provide periodic status reports to the City's Representative summarizing current status of federal wage rate compliance.
 - Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures.

- Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials, equipment, date, time and condition of such.
- Reports:
 - Furnish the City's Representative weekly summary reports including Contractor's compliance, the approved progress schedule, and schedule of Shop Drawing submissions.
 - Consult the City's Representative in advance of scheduled major tests, inspections or start of important phases of the Work.
 - Report immediately to the City's Representative upon the occurrence of any accident and furnish complete report shortly afterward.
- Payment Requisitions:
 - Review and certify applications using forms provided by the City for compliance with the established procedure for their submission and forward them with recommendations to the City's Representative noting particularly their relation to the schedule of values, work completed and materials and equipment delivered or paid for at the site, but not incorporated in the Work.
- Certificates, Maintenance and Operation Manuals:
 - During the course of the Work, verify that contractor has supplied all certificates, maintenance and operation manuals and other data needed to operate machinery and equipment actually installed and collect all such materials for presentation to City with final construction report.
- Materials Testing:
 - All construction material testing will be handled by the Consultant and shall follow the City of Cheyenne specifications.
- Completion:
 - Submit to Contractor a punch list of observed items requiring completion or correction.
 - Conduct final inspection in the company of the City's Representative, Contractor and utility companies involved and prepare a final list of items to be completed or corrected.
 - Verify that all items on the final list have been completed or corrected, make recommendations to the City concerning acceptance and prepare a certificate of Substantial Completion.
 - Conduct eleventh (11th) and twenty-third (23rd) month inspections with the City Representative and Contractor's Representatives and report findings to the City's Representative immediately prior to the expiration of the two year or other warranty, as applicable.
 - After completion of the project prepare and submit to City a stamped and certified "Record Drawing" plans showing final accepted conditions of the project by a licensed Professional Engineer. The record drawings shall consist of one set of reproducible mylars, one set of prints and an electronic copy in AutoCAD 2019 through current version DXF or DWG format **OR Land desktop/Civil Design**. The record drawings shall be submitted to the City and to the Board of Public Utilities (BOPU) within 90 days of issuance of the Release for Service by the BOPU. A certified final construction report of conditions, maintenance items, inspection reports, contract modifications, correspondence, field orders and any other pertinent information shall be furnished by the project engineer to the City.
 - Assist the City staff to implement the final quantities and payments of this project to the City's computerized job accumulation program.