July 1, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director
Andrew Beamer, P.E., City Engineer
Andrew Colling, Engineering Technician

SUBJECT: Agreement with Haass Construction.
Downtown Parking Structure Restrooms Project 13-54

Recommendation:

That Council, by resolution, authorize an agreement with Haass Construction, for the Downtown Parking Structure Restrooms, Project 13-54, in the amount of $374,800, with a deduct change order in the amount of $26,400, which has been approved by the contractor and the City Manager's Office, for a revised contract amount of $348,400. Furthermore, it is recommended that Council authorize a contingency account in the amount of $5,000, for a total contract amount of $353,400.

Summary:

On Tuesday, April 16, 2014, two (2) bids were received to build public restrooms at the downtown parking structure. The bids received for this work follows:

CONTRACTOR	BUSINESS LOCATION	BID AMOUNT
Haass Construction	**Casper, WY**	**$374,800**
Legacy Construction	Casper, WY	$404,000

The Architect's estimate was $225,000. The bid from Haass Construction, in the amount of $374,800, along with the deduct change order of $26,400, results in a revised contract price of $348,400. The cost savings are realized by changing the brick veneer, window glazing and hardware and electrical modifications. Adding a construction contingency of $5,000 brings the total contract amount to $353,400. The project consists of building men's, women's and family restrooms in the downtown parking structure. The completion date for the project is November 30, 2014.

Funding for the project will be $136,526.51 from a Wyoming Business Council Grant, $195,873.49 from excess 1%#13 Funds, and $21,000 from the Downtown Development Authority (DDA). The DDA is partnering in the construction of the bathrooms by contributing $21,000. This funding allowed the scope of the project to remain unchanged. Without these dollars the family bathroom would have been cut. The DDA funds are from the wayfinding project and the gateway project previously approved by City Council. They do intend to move forward with those later this year after the branding effort is finished, and therefore will be back for funding when their plans are developed

A resolution is prepared for Council's consideration.

RESOLUTION NO.

A RESOLUTION AUTHORIZING AN AGREEMENT WITH HAASS CONSTRUCTION CO, INC., FOR THE DOWNTOWN PARKING STRUCTURE RESTROOMS PROJECT.

WHEREAS, the City of Casper desires to contract for the construction of bathrooms for the Downtown Parking Structure Restrooms Project; and,

WHEREAS, Haass Construction Co., Inc., is ready, willing and able to provide those services specified as the Downtown Parking Structure Restrooms Project; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Five Thousand Dollars ($5,000), and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Haass Construction Co., Inc., Casper, Wyoming, for these services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Three Hundred Seventy-Four Thousand Eight Hundred Dollars ($374,800), and Five Thousand Dollars ($5,000) for a contingency account, for a total price of Three Hundred Seventy-Nine Thousand Eight Hundred Dollars ($379,800).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Five Thousand Dollars ($5,000), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2014.

APPROVED AS TO FORM:

_____

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

_____

V. H. McDonald
City Clerk

_____

Paul L. Meyer
Mayor

July 1, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director LB
Andrew Beamer, P.E., City Engineer
Andrew Colling, Engineering Technician AC

SUBJECT: Change Order No. 1 with Haass Construction Co, Inc.
Downtown Parking Structure Restrooms, Project 13-54

Recommendation:

That the City Manager authorize Change Order No. 1 to the agreement with Haass Construction Co., Inc., for the Downtown Parking Structure Restrooms Project, for a price decrease of $26,400 and a time increase of 114 days.

Summary:

Haass Construction Co., Inc. is under contract with the City of Casper for the Downtown Parking Structure Restrooms Project.

The City of Casper and Haass Construction Co., Inc. negotiated a lower contract amount based on altering the scope of work and extending the completion date.

This change order is for a contract decrease from $374,800 to $348,400 and a time increase of 114 days.

CHANGE ORDER

NO. One (1)

PROJECT: Downtown Parking Structure Restroom
Project No. 13-54

DATE OF ISSUANCE: July 1, 2014

OWNER: City of Casper, Wyoming

CONTRACTOR: Haass Construction Co., Inc.

Architect: Hein Bond Architects

You are directed to make the following changes in the Contract Documents:

Description: The low bid submitted by Haass Construction Co., Inc. exceeded the budgeted amount for the project. The City of Casper and the Contractor negotiated a lower price based on altering the scope of work and extending the completion date.

Attachments: Memo

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: $ 374,800	Original Contract Time: (days or date) Substantial completion: July 23, 2014 Final completion: July 30, 2014
Previous Change Orders No. ---- to --- $ 0.00	Net change from previous Change Orders (days): -- 0 --
Contract Price prior to this Change Order: $ 374,800	Contract Time Prior to this Change Order: (date) Substantial completion: July 23, 2014 Final completion: July 30, 2014
Net ~~Increase~~/Decrease of this Change Order: $ 26,400	Net Increase/~~Decrease~~ of this Change Order: (days) -- 114 --
Contract Price with all approved Change Orders: $ 348,400	Contract Time with all approved Change Orders:(date) Substantial completion: November 14,2014 Final completion: November 28, 2014

ACCEPTED: RECOMMENDED: APPROVED:

BY: _____ Contractor

BY: _____ Engineer 7/1/14
Jason Knopp
Acting City Engineer

BY: Linda L Witko
Linda L. Witko
Owner
Acting City Manager

Haass Construction Co., Inc.

1302 East C Street
Casper, WY 82601
307-265-9064

May 10, 2014

City of Casper
Attention Andrew Colling
200 North David Street
Casper, WY 82601

RE: Parking Garage

Dear Andrew:

The following are the proposed cost savings for the Downtown Parking Structure Restrooms Project.

1. Replace thin brick with standard modular brick veneer, leave structure framing as is – Deduct $10,000.00
2. Replace steel stud framing with CMU and brick veneer – Deduct $10,000.00
3. Provide center glazed aluminum store front and revise hardware – Deduct $6,000.00
4. Make the following changes to the electrical system:
   a. Omit the circuit for the Wolcott St. Sign
   b. Power the Center St. sign and Center St. lights from the new breaker panel "RR"
   c. Omit Wolcott St. lights
   d. Omit (4) disconnects; (3) for radiant heat panels and (1) for water heater
   e. Omit manual, thermal element starters on motors. We will wire the motors per Code.
   f. Value engineer light fixtures to equals
   g. Change the feeder from the switchboard to the new restroom panel from 2-1/2" GRC w/4/0 wire to 2" IMC w/3/0 wire. Voltage drop calculations shows <3% drop at 160A

   For the above electrical deduct $10,400.00
5. Waive building permit fee – Deduct $2,100.00

If you have any other suggestions on possible cost savings, please feel free to let us know by emailing adam@haassconstruction.com or haass@tribcsp.com

Very truly yours,

John R. Haass

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR
(Approved by City Attorney, 2004)

THIS AGREEMENT is made between the City of Casper, Wyoming, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Haass Construction Co., Inc., 1302 East 'C' Street, Casper, Wyoming, 82601, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to build public restrooms in the downtown parking structure and,

WHEREAS, Haass Construction Co., Inc., is able and willing to provide those services specified as the Downtown Parking Structure Restrooms Project 13-54.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Downtown Parking Structure Restrooms Project 13-54.

ARTICLE 2. ENGINEER.

The Project has been designed by Hein Bond Architects, who is hereinafter referred to as the "Architect" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

3.1 The Work will be substantially completed by November 14, 2014, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by November 28, 2014.

3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars ($500) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner

Two Hundred Fifty Dollars ($250) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

Owner shall pay Contractor in current funds for performance of the Work in accordance with the Contract Documents, subject to additions and deductions by Change Order, the contract price of Three Hundred Seventy-Four Thousand Eight Hundred Dollars ($374,800). See Exhibit "A" - Bid Form.

ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.

5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.

5.1.3 In the event the Contractor makes only one application for payment upon completion of the entire project, the Owner shall withhold five percent (5%) of the Total Contract Price as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.

5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.

Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding Twenty-Five Thousand Dollars ($25,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.

7.2 Contractor has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

7.3 Contractor has made or caused to be made examinations, investigations, and test and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.

7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

7.6 Contractor certifies that materials containing asbestos will not be used for this project without prior written approval by the Owner.

ARTICLE 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).

8.2 Exhibit "A" - Bid Form.

8.3 Joint Account Agreement or Letter of Forfeiture waiving same.

8.4 Addenda No. 2 .

8.5 Performance and Payment Bonds.

8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.

8.7 Notice of Award.

8.8 Notice to Proceed.

8.9 Minutes of the Pre-Bid Conference.

8.10 General Conditions (Pages 00700-1 to 00700-42, inclusive).

8.11 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).

8.12 General Requirements.

8.13 Technical Specifications.

8.14 Contract Drawings, with each sheet bearing the following general title:

Downtown Parking Structure Restrooms

8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.

8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

The Owner does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq. The Owner specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year first above written.

DATED this _____day of _____, 2014.

APPROVED AS TO FORM:
(Downtown Parking Structure Restroom Project 13-54)

CONTRACTOR:

ATTEST:

Haass Construction Co., Inc.
1302 East 'C' Street
Casper, Wyoming 82601

By: _____

Title: ENGINEERING TECH.

By: _____

Title: SEC. TREAS.

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____
V.H. McDonald
Title: City Clerk

By: _____
Paul L. Meyer
Title: Mayor

EXHIBIT "A"
STANDARD
BID FORM
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: City of Casper
Downtown Parking Structure Restroom Project
Project 14-10

THIS BID SUBMITTED TO: City of Casper
200 North David Street
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by April 16, 2014, and completed and ready for final payment not later than July 30, 2014, in accordance with the Bidding Documents.

2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.

3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.

4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:

   A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

   Addendum No. 1 Dated 4/11/2014
   Addendum No. 2 Dated 4/14/2014

   B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: $ 374,800.00

TOTAL BASE BID, IN WORDS: Three hundred seventy four thousand, eight hundred DOLLARS.

Alt #1 – FOR ALTERNATE #1, DEDUCT $10,000.00 (ten thousand dollars)

6. Bidder agrees that the work for the City will be as provided above.

7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

8. The following documents are attached to and made a condition of this Bid:

A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)

B. Itemized Bid Schedule.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: 1302 E. C St.
Casper, WY 82601

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on 4-16-, 2014.

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____
_____
_____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

_____
(General Partner)

Business Address: _____
_____
_____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Haass Construction Co., Inc (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: Colleen Haas (seal)

President
(Title)

(Seal)

Attest: _____

Business Address: _____

Phone Number: _____

A JOINT VENTURE

By: _____ (seal)
(Name)

_____
(Address)

By: _____ (seal)
(Name)

_____
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)