

REQUEST FOR PROPOSALS
DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR
MOUNTAIN VIEW WATER STORAGE TANK
FOR THE CENTRAL WYOMING REGIONAL WATER SYSTEM
JOINT POWERS BOARD

Date: January 15, 2024

Proposals are being requested from qualified engineering consultants to furnish design and construction administration services for the Mountain View Water Storage Tank Repairs and Painting project.

Such proposals will be received by the City of Casper Public Services Department, City Engineering Division, 123 West First Street, Suite 550, Casper, Wyoming, until 5:00 p.m., Local time, March 1, 2024.

PROJECT DESCRIPTION.

The project consists of the following services related to the Mountain View Water Storage Tank Repairs and Painting, located at 5807 Poison Spider Road:

- Demolition of existing roof system.
- Installation of new roof system.
- Replacement of existing manway with swing-in type manway.
- Installation of new roof vent(s).
- Surface preparation and coating of tank interior and exterior.

The work includes assisting the Central Wyoming Regional Water Systems Joint Powers Board (Joint Powers Board) in design, bidding, and construction administration.

FUNDING

The recommended cost for all work included in this Request for Proposals and all construction for this project is \$1,500,000. The entirety of the project is to be funded by the Regional Water System. This funding is to cover all permitting required by Department of Environmental Quality, design, bidding, construction, and construction administration.

SCOPE OF SERVICES

The Scope of Services shall, as a minimum, include the following:

A. Water Storage Tank

1. The Consultant shall design a new roofing system for the existing water

storage tank located at 5807 Poison Spider Road.

2. The Consultant shall investigate and design appropriate roof venting for the tank.
3. The Consultant shall develop coating specifications for interior and exterior coating work.
4. Drawings and specifications shall be of such quality and contain sufficient details so that no misunderstanding may reasonably arise as to the extent of the work to be performed, the materials to be used, the equipment to be installed or the quality of the workmanship.

B. Computer-Aided Drafting Format.

1. The Consultant shall prepare final drawings on a computer-aided drafting format. Digital format shall be PDF and DXF and be compatible with AUTOCAD Version 2023 release or later.

C. Construction Drawings.

1. Consultant shall provide two (2) copies of the "draft" construction drawings and project manuals to be reviewed by City staff.
2. The Consultant shall prepare a project cost estimate when plans are approximately fifty percent (50%) complete, and again two (2) weeks prior to public advertisement.
3. The Consultant shall meet with representatives from the City during the course of preparing drawings and specifications to discuss the status of the project. Meeting dates and times shall be coordinated by Consultant and shall be set with input from the City. In addition, the Consultant shall attend any interim special meetings with City staff relating to the performance of this contract. The purpose of the meetings will be to discuss elements of design alternatives, project criteria, project status, and design options. Consultant shall prepare and distribute minutes of all progress meetings.

In addition, the Consultant shall hold progress review meetings at the 10%, 50%, and 90% levels of completion of the project plans, to be held at a City designated location. Plans that are 50% shall be provided to the City a minimum of one (1) week prior to the 50% progress review meeting. Plans that are 90% shall be provided to the City a minimum of two (2) weeks prior to the 90% progress review meeting. Progress review meetings shall be

attended by City staff and consultant.

4. The Consultant shall prepare and provide the City staff and Joint Powers Board for approval, final plans and specifications, incorporating changes requested by the City and Joint Powers Board.
5. The Consultant shall provide the City one (1) set of final plans and project manuals prior to public advertisement of bids. Prior approval from City staff must be received prior to advertisement for bids.
6. Final drawings shall be placed on 11 by 17-inch paper sheets.

D. Project Manual.

1. Consultant shall prepare Technical Specifications covering the required work for the Mountain View Water Storage Tank Improvements Project.
2. General Conditions and Supplemental Conditions of the Specifications shall be based on current City of Casper approved documents.
3. The Consultant shall prepare a Project Manual to include the following:
 - a. Technical Specifications.
 - b. Bid Schedule to accompany the Owner's Bid Form.
 - c. Edit "front end" documents of the Project Manual supplied by the City Engineering Office. Documents supplied will consist of all required Bidding Documents, Advertisement for Bids, Instructions to Bidders, Performance and Payment Bonds, Bid Bond and Form, Agreement between Owner and Contractor, General Conditions, and Supplementary Conditions. Consultant shall review these documents, insert modifications where necessary, and return them for final review. After review by the City, Consultant shall incorporate any Owner-comments or modifications into the Project Manual.
4. The Consultant shall affix his professional engineer's stamp, date, and signature to the front cover of the project manual and in accordance with Wyoming State Registration Statutes.

E. Sub-consultants.

1. The Consultant shall be responsible to procure any necessary sub-consultant to complete the work.
2. The Owner and Consultant shall mutually approve, in writing, the use of any sub-consultants that the Consultant desires to use.
3. The Consultant shall be responsible for the administration, management, procurement, and payment of services provided by sub-consultant(s).

F. Advertising and Bidding Phase.

1. Consultant shall prepare Advertisement for Bids in conformance with the City of Casper Standards and furnish to the City for publication in the Casper Star Tribune.
2. The Consultant shall arrange for and conduct a pre-bid conference ten (10) days prior to the bid opening. The Consultant shall take minutes of the meeting and distribute them to all parties listed on the plan holders sheet. The Consultant shall invite City staff to the meeting.
4. Consultant shall prepare and distribute addenda to all plan holders and City of Casper representatives, if necessary.
5. The Consultant shall assist the City in opening, tabulating, and evaluating bids.
6. The Consultant shall provide a written opinion to the City and Joint Powers Board stating their recommendation for awarding the bid.
7. The City of Casper's QuestCDN and QuestvBid shall be utilized for the Advertising and Bidding requirements.

G. Construction Phase:

1. General Administration of Construction Contract. Consultant shall consult with and advise Owner and City and act as Owner and City's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, No. 1910-8 (1996 edition) of the Engineers' Joint Contract Documents Committee, as amended by the Supplementary Conditions. The extent and limitations of the duties, responsibilities and authority of Consultant, as assigned in said Standard

General Conditions, as amended, shall not be modified, except as Consultant and Owner and City may otherwise agree in writing. All of Owner and City's instructions to Contractor(s) will be issued through Consultant who will have authority to act on behalf of Owner and City to the extent provided in said Standard General Conditions, as amended, except as otherwise provided in writing. Consultant shall meet with Owner, Contractor, and City throughout the construction phase as deemed necessary by the Consultant or Owner and City, but not less than one (1) time per week.

2. Pre-construction Conference. Consultant shall organize and conduct a pre-construction conference with the successful bidder, and shall invite representatives of all affected utilities, Owner, City, and the project team. The Consultant will prepare minutes of this conference for future reference, and shall supply a copy to the Owner, City. At this conference, the Consultant will deliver not more than five (5) copies of the Contract Documents to the successful bidder.
3. Project Coordination. Consultant shall be responsible for coordination with the Department of Environmental Quality (DEQ) and other entities as required to construct the improvements. This shall include timely notification of construction activities as necessary and the procurement of all necessary certifications from the appropriate agency or agencies.
4. Visits to Site and Observation of Construction. In connection with observations of the Work of Contractor(s) while it is in progress:
 - a. Consultant shall make visits to the site at intervals appropriate to the various stages of construction as Consultant deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Consultant shall provide the services of a Resident Project Representative (RPR) at the site to assist Consultant and to provide the necessary observation of such Work. Based on information obtained during such visits and on such observations, Consultant shall endeavor to determine if such Work is proceeding in accordance with the Contract Documents, and Consultant shall keep Owner and City informed of the progress of the Work.
 - b. The RPR will be Consultant's agent or employee and under Consultant's supervision.
 - c. The purpose of Consultant's visits to and representation by the RPR at the site will be to enable Consultant to carry out the duties and

responsibilities assigned to, and undertaken, by Consultant during the construction phase, and, in addition, by exercise of Consultant's efforts as an experienced and qualified design professional, to provide Owner and City with a degree of confidence that the completed Work of Contractor(s) will conform to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). Subject to other terms of this agreement, Consultant shall not, during such visits or as a result of such observations of Contractor(s)' Work in progress, supervise, direct, or have control over Contractor(s)' Work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the Work of Contractor(s) or for any failure of Contractor(s) to comply with Laws and Regulations applicable to Contractor(s) furnishing and performing their Work.

Accordingly, Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents. During such visits, and based on his on-site observations, as an experienced and qualified design professional, Consultant shall keep Owner and City informed of the progress of the Work, and will alert Owner and City to defects and deficiencies in the Work of Contractor(s) and may disapprove or reject Work as failing to conform to the Contract Documents.

d. Consultant shall prepare daily reports of the Contractor(s)' activities and maintain an accurate daily "construction diary". Construction diary shall contain notes of material conversations with the Contractor(s) or other entities on behalf of the Owner and City, a copy of which shall be given to Owner and City no less frequently than one (1) time each week during construction of the Project.

e. Consultant shall maintain a photograph log during the course of construction. Photograph notations shall contain the direction of the photo, a brief description of the activity and date, and the negative number. The photograph log shall be delivered to the Owner and City upon completion of the Project. Photographs shall be taken randomly during critical stages of construction, but in no event shall they be taken less than once a week.

f. Consultant shall maintain a correspondence file including but not limited to all memoranda, correspondence, and minutes of the progress meetings.

During construction, progress meetings to include Owner and City's representative, Consultant, and Contractor(s) and subcontractors, as applicable, shall be held on a weekly basis. Consultant shall be responsible for keeping minutes of these progress meetings, and for circulating the minutes to all attendees within four (4) days following the meeting.

In order to track progress of construction, Consultant shall prepare weekly progress reports to be provided to the Owner and City. This report shall include information on major progress during the past week, assess construction progress with respect to the Contractor's construction schedule, and note any outstanding claims or potential changes in the scope of the project as identified or conveyed to Consultant during that week of construction activity. Consultant shall sign this report and obtain a signature from the Contractor(s) that he is in agreement.

5. Defective Work. During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor(s)' Work while it is in progress if Consultant believes that such Work does not conform to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
6. Interpretations and Clarifications. Consultant shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith evaluate, prepare and process Work Directive Changes and Change Orders as required, for submittal to Owner and City.
7. Shop Drawings and Material Submittals. Consultant shall review and approve, or take other appropriate action with respect to, Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto.
8. Substitutes. Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).
9. Inspection and Tests. Consultant shall provide for material testing as specified in the Contract Documents and City of Casper Standard Specifications for Public Works Construction and Infrastructure Improvements.

10. Disputes between Owner and Contractor. Consultant shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder and make decisions on all claims of Owner and Contractor(s) relating to the acceptability of the Work thereunder or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. Consultant shall not be liable for the results of any such interpretations or decisions rendered in good faith. Owner reserves the right to render final decisions on all Contractor(s) claims, acceptability of the Work, and interpretation of the requirements of the Contract Documents.
11. Applications for Payment. Based on Consultant's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of Applications for Payment and the accompanying data and schedules:
 - a. Consultant shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to Owner and City, based on such observations and review, that the Work has progressed to the point indicated, and that, to the best of Consultant's knowledge, information and belief, the quality of such Work is in accordance with the Contract Documents (subject to an evaluation of such Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract documents, and to any other qualifications stated in the recommendation). In the case of Unit Price Work, Consultant's recommendations of payment will include final determinations of quantities and classifications of such Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Consultant will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Consultant to check the quality or quantity of Contractor(s)' Work as it is furnished and performed beyond the responsibilities specifically assigned to Consultant in this Contract and the Contract Documents. Consultant's review of Contractor(s)' Work for the purposes of recommending payments will not impose on Consultant responsibility to supervise, direct or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s)' compliance with Laws and Regulations applicable to their furnishing and performing the Work. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes any Contractor has used

the monies paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

13. Contractor(s)' Completion Documents. Consultant shall receive and review tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of tests and approvals the results certified indicate compliance with, the Contract Documents), and shall transmit them to Owner and City with written comments.
14. Walk-Through. Consultant shall conduct a walk-through to determine if the Work is Substantially Complete and a final walk-through to determine if the completed work is acceptable so that Consultant may recommend, in writing, final payment to Contractor(s) and may give written notice to Owner & City and the Contractor(s) that the Work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to limitations expressed in paragraph N.12.b (Construction Phase).
15. Record Drawings. Consultant shall provide the Owner and City, one (1) set of reproducible record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by Contractors to Consultant and which Consultant considers significant. Consultant shall also maintain a regularly updated set of "as-constructed" blueprints indicating Consultants observations of "as-constructed" Work performed by the Contractor. Within thirty (30) days of Substantial Completion, Consultant shall submit one (1) reproducible set of 11 by 17-inch record drawings to Owner and City. Consultant shall also provide to Owner and City a copy of record drawings of the Project in AutoCAD and PDF format labeled as "Record Drawings – Mountain View Water Storage Tank Improvements Project".
16. Warranty Period Inspections. Consultant shall perform warranty period inspections for completed construction, during a one (1) year period after Final Completion of the construction phase. Warranty inspections shall include, but not be limited to, assisting Owner and City in addressing complaints concerning construction deficiencies during the warranty period, attending an on-site project inspection walk-through of the project and preparing a listing of noted construction deficiencies at approximately

eleven (11) months after the Final Completion date for construction, and follow-up.

17. Change Orders. Consultant shall evaluate and make recommendations for all requests for change orders during the construction of the Work. Consultant shall prepare and submit construction change orders along with all necessary documentation to the Owner and City for approval.
18. Limitation of Responsibilities. Unless otherwise provided in this Contract, Consultant shall not be responsible for the acts or omissions of any Contractor, or of any Subcontractor or Supplier, or any of the Contractor(s)' or Subcontractor(s)' or Supplier(s)' agents or employees or any other persons (except Consultant's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' Work; however, nothing contained in paragraphs N.1 through N.17 (Construction Phase), inclusive shall be construed to release Consultant from liability for failure to properly perform duties and responsibilities assumed by Consultant in the Contract Documents.

ENGINEERING FEE

In submitting a proposal for this project, the consultant shall prepare and enclose **In A Separate Sealed Envelope** one detailed fee schedule with an upset amount for each fee schedule as covered by the Scope of Services in this RFP. Selection of a Consultant to provide services for this RFP shall be based on professional qualifications and fee-based criteria, and the fees of the top three (3) Consultants selected for interview will be opened.

The engineering fee shall be based on estimated project costs, time and material, including hourly rates for technical personnel, and reimbursables, with an upset amount. If at any time during the term of this contract it appears that the upset amount will be exceeded, the Consultant shall immediately notify City staff and provide a complete statement justifying the anticipated change in the contract fee. An amendment authorizing any increased fee can only be approved by the Joint Powers Board. The amendment must be approved before the commencement of any additional work.

The Consultant shall be responsible and responsive to the City in its requests and requirements within the scope of this proposal, and shall confer with and be guided by the directives of the Joint Powers Board or their designated representative.

TIMETABLE

Following is the tentative timetable for this RFP:

1. Proposals Due

March 1, 2024

2.	Consultant's Presentation and Interview	March 11-15, 2024
3.	Selection of Consultant by Board	April 16, 2024
4.	Completion of Services through Advertising and Bidding Phase	August 1, 2024
5.	Construction Phase	August 1, 2025
6.	Warranty Phase	1-year after construction

The submittal of a proposal will be indication that the Consultant has no problem in keeping this schedule.

MEETINGS

The Consultant shall attend any special meeting with the City staff or Joint Powers Board, relating to the performance of this contract, and shall provide the City with monthly written progress reports, accompanying partial payment requests. Progress reports shall include personnel utilization and associated time applied to the project, in addition to an itemization of expenses.

CONTRACT

The Consultant will be required to sign a contract with the Central Wyoming Regional Water System Joint Powers Board relating to the work to be performed. Such contract shall include, but not necessarily be limited to, the following articles: method of compensation, time of performance, subcontracts, duties of the consultant, termination of the contract, ownership of material, changes, EEO, ADA, submission of material, and obligations of the City.

SELECTION.

The selection of the consulting firm will be based upon project team qualifications, team management/organization, ability of firm to recognize design opportunities in the project, demonstrated design experience, willingness to meet time requirements, community involvement of the firm, and price proposal. A minimum of three (3) firms will be interviewed by the City staff on the basis of the proposal submittals. Upon completion of these interviews, one firm will be selected on the basis of their qualifications and price proposal.

The procedure for considering the priced proposal will be that a minimum of the top three (3) firms will be chosen based on the above qualifications-based criteria. Only the fees of the top three (3) Consultants selected based on qualifications will be opened. Price proposals for Consultants not selected shall be returned unopened to the Consultant. No prospective proposer shall withdraw his proposal for a period of sixty (60) days after the deadline for proposal submittals.

In making a proposal, the Consultant hereby certifies that he has reviewed this RFP and is familiar with all conditions contained therein.

City staff will review all proposals. Final selection of the consultant will be made by the Central Wyoming Regional Water System Joint Powers Board.

GENERAL.

A. Additional Information.

In addition to the items addressed in the Scope of Services, the following information relating to the consultant's qualifications is required. The Consultant shall submit three (3) copies of the non-priced technical proposal.

1. The consulting firm's name, address, and telephone number.
2. Types of services which your firm is qualified to provide.
3. Names of key personnel, the experience of each available for this project.
4. Names and addresses of outside consultants or associates which will be retained for assistance.
5. Number and type of current projects for which the firm is principal engineer.
6. Recent list of completed projects most similar to this project, including key contacts and references, approximate budget, and other pertinent information.

One (1) Engineering Fee proposal with upset amount in a separate sealed envelope shall be submitted with the set of five (5) non-priced technical proposals. The envelope containing the price proposal shall be labeled "Mountain View Regional Water Storage Tank Improvements Project - PRICE PROPOSAL" The price proposal shall be signed by an authorized representative of the Consultant offering the proposal.

B. Addendum or Supplement to Request for Proposal.

In the event that it becomes necessary to revise any of this Request for Proposal (RFP), an Addendum to this RFP will be provided to each Consultant. The City reserves the right to change submission date(s) for any reason, including an Addendum or Supplement to the RFP.

C. Late Proposals.

Late proposals will not be accepted. It is the responsibility of the Consultant to ensure that the proposal arrives prior to 5:00 p.m., Local Time, Tuesday, March 1, 2024.

D. Rejection of Proposals.

The Joint Powers Board reserves the right to reject any or all submissions, and to waive informalities and minor irregularities in submissions received, and to accept any portion of a proposal or all items if deemed in the best interest of the Joint Powers Board.

E. Response Material Ownership.

All material submitted regarding this RFP becomes the property of the Joint Powers Board and will only be returned to the Consultant at the Board's option. Responses may be reviewed by any person after the final selection has been made. The Joint Powers Board has the right to use any or all ideas presented in reply to this request. Disqualification of a Consultant does not eliminate this right.

F. Incurring Costs.

The Joint Powers Board is not liable for any costs incurred by the Consultant prior to issuance of an agreement, contract, or purchase order.

G. Acceptance of Proposal Content.

The contents of the proposal of the successful Consultant may become contractual obligations if the Joint Powers Board wishes to execute a contract based on the submitted proposal. Failure of the successful Consultant to accept these obligations in a purchase agreement, purchase order, contract, or similar instrument may result in cancellation of the award, and such Consultant may be removed from future solicitations.

H. Reference Checks.

The Joint Powers Board reserves the right to contact any reference or any client listed in the documents for information which may be helpful to the Board in evaluating the Consultant's performance on previous assignments.