

ADDENDUM NO. 1

to the  
REQUEST FOR PROPOSALS  
for the

ENGINEERING SERVICES FOR  
WASHINGTON PARK PICKLEBALL COURTS  
FOR THE CITY OF CASPER PUBLIC SERVICES DEPARTMENT  
CITY ENGINEERING DIVISION

PROJECT NO. 24-009  
For  
THE CITY OF CASPER, WYOMING

ADDENDUM DATE: February 16, 2024

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the proposal.

APPROVED: (CITY OF CASPER)

Steven Stolte, E.I.T.  
Associate Engineer I



ACKNOWLEDGMENT OF RECEIPT OF  
ADDENDUM (BIDDER)

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Firm

\_\_\_\_\_  
By: Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Received

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This addendum to the request for proposals is hereby made a part of the Contract Documents for the above titled project, to the same extent as though it were originally contained therein.

All bidders are expected to thoroughly examine each item enumerated herein, regardless of its apparent application and shall be responsible for furnishing all labor and materials required in the division of work that the items indicate.

CONTRACT DOCUMENTS

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**REPLACE DOCUMENT IN IT ENTIRETY WITH THE FOLLOWING:**

REQUEST FOR PROPOSALS  
ENGINEERING AND CONSTRUCTION SERVICES FOR  
WASHINGTON PARK PICKLEBALL COURTS  
FOR THE CITY OF CASPER PUBLIC SERVICES DEPARTMENT  
CITY ENGINEERING DIVISION

Date: February 16, 2024

Design Build Proposals are being requested from qualified engineering consultants to furnish design, construction administration services, and construction for the Washington Park Pickleball Courts Project.

**Such proposals will be received by the City of Casper Public Services Department, City Engineering Division, 200 North David, Casper, Wyoming, until 4:00 p.m., Local time, March 13, 2024.**

## PROJECT DESCRIPTION.

The project consists of the repurposing of the northern tennis courts at Washington Park to Pickleball Courts, including: post-tension slab, surfacing, fencing, and concrete work.

## FUNDING

The total project budget is partially funded by the Land and Water Conservation Fund Grant (LWCF) grant number 56-00958 CFDA #15.916 and is subject to additional terms and conditions set forward by the Grant. LWCF Misc. Certs and Clauses are required as part of this proposal.

## SCOPE OF SERVICES

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

### A. Design Phase.

1. The Consultant shall meet with City representatives to discuss proposed project configuration and layout.
2. The Consultant shall conduct field surveys to collect topographic data, existing utilities, and surface elevations for the purpose of establishing an appropriate grade needed to provide positive drainage for the courts, all to meet required industry standards.
3. The Consultant shall prepare plan sheets that have been approved and signed by a licensed Professional Engineer registered in the State of Wyoming. The plan sheets shall include the proposed area showing the final elevations, grades, typical sections, right-of-way and utility plans, and all details necessary for construction, and other details necessary to insure safe passage for the public.
4. The Consultant shall prepare final drawings on a computer-aided drafting format. Digital format shall be DXF and be compatible with AUTOCAD Version 2022 release or later. The Consultant shall also provide a final set of plans in 11x17 paper copy designated as “Bid Set” approved and signed by a licensed Professional Engineer registered in the State of Wyoming, and a complete set of plans electronically in a pdf format that can be printed as a complete set and to scale, ready for reproduction if needed and all CAD file associated to the project. The project will be designed and presented to the City of Casper in accordance with Casper Municipal Code 16.16.020.
5. The Consultant shall prepare, and submit to the City Engineering office, a project cost estimate when preliminary plans are at approximately fifty

percent (50%) complete, at ninety percent (90%) complete, and at the completion of the design at One Hundred percent (100%).

6. Consultant shall provide the City Engineering Office digital PDF copies of the preliminary construction drawings and project manuals to be reviewed by City Staff at 50% and 90% and to conduct review meetings involving city staff to go over all comments at each phase.
7. Consultant shall conduct and include all additional geotechnical investigations necessary for design, permitting, and construction of the work.
8. Consultant shall provide all work in compliance with LWCF requirements.

B. Project Manual.

1. Consultant shall prepare Technical Specifications covering the required work for the Project.
2. Consultant shall prepare Construction Drawings and Specifications in accordance with the City of Casper Standard Specifications for Public Works Construction and Infrastructure Improvements and all requirements of industry standards.
3. General Conditions and Supplemental Conditions of the Specifications shall be based on current City of Casper approved documents.
4. The Consultant shall prepare a Project Manual to include the following:
  - a. LWCF Documents.
  - b. Construction Drawings.
  - c. Technical Specifications.
  - d. Construction Schedule.
5. Consultant shall provide all work in compliance with LWCF requirements.

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.

C. Final Documents.

1. The Consultant shall provide the City Engineering one (1) digital PDF set of asbuilt Documents at the completion of the project. The Consultant shall affix his registration stamp, date, and signature to the Documents in accordance with Wyoming State Registration Statutes.
2. The Consultant shall submit to the City, at a minimum, final drawings consisting of plan sheets showing all necessary details related to this project, and as follows:
  - a. Title Sheet that shows the project limits and location with respect to the surrounding region. This sheet shall also have an index and legend. The sheet shall bear the Consultants registration stamp, date and signature.
  - b. Typical Section of the courts with dimensions and stationing.
  - c. Right-of-Way & Utility Plan indicating clearance of right-of-way and plan and profiles of electrical utilities to be replaced or modified.
  - d. Grading Plan showing the grades and direction of drainage for any runoff with proposed and existing elevations. Plans shall show sufficient detail for contractor to establish horizontal and vertical control for construction.
  - e. Drainage Details showing size and location of drainage features if necessary.
  - f. Amenities details showing location and orientation, necessary for construction including: concrete sidewalk, curb and gutter, ADA ramps, etc.
  - g. Materials Testing shall be provided by contractor are appropriate project stages for quality control and inspection. Test results shall be provided promptly and per all required industry standards.
3. The Consultant shall provide the City Engineering Office a copy of final drawings of the project in AUTOCAD and PDF formats, and the project manual in Microsoft word and PDF format labeled “ASBUILT DOCUMENTS WASHINGTON PARK PICKLEBALL COURTS”.

D. Construction and Construction Administration:

1. General Administration of Construction Contract. Consultant shall consult with and advise Owner and act as Owner's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, No. 1910-8 (1990 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 may otherwise agree in writing. All of Owner's instructions to Contractor(s) will be issued through Consultant who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions, as amended, except as otherwise provided in writing. Consultant shall meet with Owner throughout the construction phase as deemed necessary by the Consultant or Owner, but not less than one (1) time per week.
2. Pre-construction Conference. Consultant shall organize and conduct a pre-construction conference with the City and shall invite representatives of all affected utilities, the City staff, and the project team. The Consultant will prepare minutes of this conference for future reference, and shall supply a copy to the Owner.
3. Project Coordination. Consultant shall be responsible for coordination with the 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. 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 informed of the progress of the Work.
  - b. The Consultant's agent or employee and under Consultant's supervision.

- i. The purpose of Consultant's visits to 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 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.
- ii. 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 the on-site observations, as an experienced and qualified design professional, Consultant shall keep Owner informed of the progress of the Work, and will alert Owner to defects and deficiencies in the Work of Contractor(s) and may disapprove or reject Work as failing to conform to the Contract Documents.
- c. Consultant shall maintain a correspondence file, including but not limited to, all memoranda, correspondence, and minutes of the progress meetings.
- d. During construction, progress meetings to include Owner'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.

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.
7. Shop Drawings. 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. 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.
10. 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, 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(s) 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.
- 11. 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 with written comments.
  - 12. Walk-Through. Consultant shall conduct a walk-through with the City 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 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 I.B.12.b (Construction Phase).

13. Record Drawings. Consultant shall provide the Owner one (1) set of electronic 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 Consultant(s)' observations of "as-constructed" Work performed by the Contractor(s). Within thirty (30) days of Substantial Completion, Consultant shall submit one (1) reproducible set of 11"x 17" record drawings to Owner. Consultant shall also provide to Owner a copy of record drawings in PDF and Autocad (in conformance with City of Casper Municipal Code 16.16.020 and United States National CAD Standards). format compatible with the Owners system, labeled as "Record Drawings – Washington Park Pickleball Courts Project No. 24-009".
14. 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 in addressing public 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.
15. 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 for approval.
16. Limitation of Responsibilities. Unless otherwise provided for in this Contract, Consultant shall not be responsible for the acts or omissions of any Contractor(s), 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 I.B.1 through I.B.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.

17. Consultant shall provide all work in compliance with LWCF requirements.

### ENGINEERING FEE

In submitting a proposal for this project, the consultant shall prepare and enclose **In A Sealed Envelope** one (1) 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 based criteria, and only the fees of the Consultant selected based on qualifications 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. The fee schedule shall include: obtaining environmental approval or permitting, bidding, design, materials testing, and construction administration. If at any time during the term of this contract it appears that the upset amount will be exceeded, the Consultant shall immediately notify the Casper Engineering 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 City Council. 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 City through the office of the City Manager or his designated representative.

### TIMETABLE

Following is the tentative timetable for this RFP:

- |    |  |                    |
|----|--|--------------------|
| 1. | Proposal Due:                            | March 13, 2024     |
| 2. | Consultant's Presentation and Interview: | March 25-29, 2024  |
| 3. | Selection of Consultant by Council:      | June 4, 2024       |
| 4. | Completion of Services:                  | September 30, 2024 |

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 Manager or City staff, 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 City 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, and community involvement of the firm. 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. If less than (3) proposals are received the process will not change.

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, excluding consideration of the fee proposal. Only the fees of the consultant 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 City Council.

## 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 one (1) digital PDF copy of the non-priced technical proposal via email to [sstolte@casperwy.gov](mailto:sstolte@casperwy.gov).

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, each key personnel's proposed work load and availability towards 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) hard copy (paper) Engineering Fee proposal with upset amount in a sealed envelope shall be submitted with the emailed digital PDF copy of the non-priced technical proposal. The envelope containing the price proposal shall be labeled "Washington Park Pickleball Courts - 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 insure that the proposal arrives prior to 4:00 p.m., Local Time, March 13, 2024.

D. Rejection of Proposals.

The City of Casper 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 City of Casper.

E. Response Material Ownership.

All material submitted regarding this RFP becomes the property of the City of Casper and will only be returned to the Consultant at the City's option. Responses may be reviewed by any person after the final selection has been made. The City of Casper 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 City of Casper 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 City of Casper 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 City of Casper reserves the right to contact any reference or any client listed in the documents for information which may be helpful to the City in evaluating the Consultant's performance on previous assignments.