

REQUEST FOR PROPOSALS
FOR
ENGINEERING DESIGN & CONSTRUCTION ADMINISTRATION SERVICES
FOR THE
EAST 21ST STREET IMPROVEMENTS
PROJECT NO. 15-64
FOR CITY OF CASPER PUBLIC SERVICES DEPARTMENT
ENGINEERING DIVISION

November 17, 2015

Fee proposals are being requested from qualified engineering consultants to furnish design and construction administration services for the East 21st Street Improvements Project.

Such proposals will be received by the City of Casper Public Services Department, City Engineering Division, 200 North David, Casper, Wyoming, until 5:00 p.m., Local time, December 4, 2015.

PROJECT BACKGROUND

The City of Casper has undertaken a comprehensive approach to repair and replacement of collector and arterial streets in recent years by replacing and upgrading utilities, replacing failing sections of concrete curb and gutter, updating ADA ramps, installing new traffic striping and signs as necessary, and re-surfacing street sections by mill and overlay. East 21st Street is in need of these upgrades from McKinley Street to Beverly Street.

PROJECT DESCRIPTION

The project includes one street section on East 21st Street and the following is a summary of the primary work items:

- Replace approximately 2,000 feet of water main.
- Evaluate and modify/extend storm sewer system if necessary.
- Replace broken/settled curbs and valley gutters.
- Install all new ADA ramps and truncated dome mats to current standard.
- Street re-surfacing by mill & overlay.
- Sign modifications as necessary.

The selected Consultant shall provide design, permitting, bidding services, construction administration, and project close-out and as-built drawings. The waterline replacement work shall be permitted through the local Wyoming Department of Environmental Quality (WDEQ) office, including the Certificate of Completion during project close-out.

Funding

The East 21st Street Improvements Project will be funded exclusively with 1% Funds, including all engineering design fees, engineering construction administration fees, construction contract expenditures, and incidentals.

I. SCOPE OF SERVICES

The Consultant shall perform the following services in connection with and respecting the Project (it is anticipated that these Scope of Services will be included as the basis of the design and construction administration contract for the successful Consultant):

A. Design Phase

1. The design includes replacement of water mains, evaluation and modification of the storm sewer system, as well as street improvements to include concrete edge treatments, ADA ramps and truncated dome mats, re-surfacing by mill & overlay, and striping and signage.
2. The Consultant shall conduct field investigations and surveys as necessary to verify existing conditions, especially existing roadway widths, utility locations, right-of-way, topographic data, surface elevations, etc. The Consultant shall utilize base mapping provided by the City from the City's GIS database for plan sheet preparation.
3. The Consultant shall coordinate with Owner on all specific project requirements and other work related to the project.
4. The Consultant shall coordinate with utility providers for their utility relocations and/or upgrades.
5. The Consultant shall check with materials suppliers and contractors for specific construction costs and materials availability.
6. The Consultant shall perform soil borings for the Consultant to evaluate existing street sections for asphalt thickness, crushed base thickness, and subgrade soil conditions. Consultant shall prepare a Geotechnical Report to substantiate or deny the validity of the mill & overlay construction process for the new street section. The presence of any groundwater or volatile organic compounds (VOC's) shall be noted in the report with recommendations as to design modifications necessary to mitigate the problem areas, and as required to permit the

waterline work with the WDEQ.

7. The Consultant shall prepare a project cost estimate when plans are approximately fifty percent (50%) complete, ninety percent (90%) complete, and again two (2) weeks prior to public advertisement.
8. The Consultant shall meet with Owner representatives during the course of preparing drawings and specifications to discuss the status of the project. Consultant shall prepare and distribute minutes of all progress meetings.
9. The Consultant shall submit three (3) sets of final plans and project manuals to the Wyoming Department of Environmental Quality (WDEQ) at least forty-five (45) days prior to the opening of bids, and after City review of the "draft" construction drawings and specifications. Consultant shall take the necessary measures to obtain the Permit to Construct, including preparation of the necessary project design report(s) for WDEQ consideration for approval, and all requests from WDEQ for supplemental information, if any, after the initial submittal.
10. The Consultant shall attend any special meetings 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. As a minimum, monthly progress meetings shall be attended by the Consultant and the City.

B. Construction Drawings

1. The Consultant shall provide construction drawings containing sufficient detail and information to determine construction costs and to construct the improvements. "Half size" (11"X 17") plan sheets shall be used, and all information on the drawings shall be legible.
2. Consultant shall prepare plans and specifications. Plan and profile sheets shall consist of a horizontal scale not less than 1"=50', and an appropriate vertical scale, indicating the proposed improvements and utility conflict locations. The Consultant shall provide detail sheets as necessary.
3. Plan information shall include parcel lines; rights-of way; existing and proposed easements; existing and proposed alignments of storm

sewer lines; existing alignments of water and sanitary sewer lines; existing underground utilities; relocation of any non-storm sewer underground utilities; length and grade of pipes in plan/profile view; pipe materials and sizes; locations of manholes, valves, and fire hydrants; and any relative asphalt or concrete limits.

4. Profile information shall include estimated depths of underground utilities and alignments of proposed utilities. Proposed underground utilities shall include estimated grades, stationing, and lengths.
5. Preliminary Design Drawings (50%) and Final Design Drawings shall be in computer-aided drafting format. This format shall be compatible with AutoCAD Version 2012 or newer. The Consultant shall coordinate all AutoCAD requirements to ensure 100% compatibility with the City's AutoCAD system and Municipal Code 16.20.020. The Final Design Drawings shall be sealed by a Professional Engineer licensed in the State of Wyoming.
6. The Consultant shall provide the City Engineering Office two (2) copies of the Preliminary Design Drawings (50%) and Project Manuals to be reviewed by City staff. The same number of copies shall be provided again when the design is ninety percent (90%) complete. Consultant shall then provide four (4) copies of the Final Design Drawings and Project Manuals, for approval prior to project advertising. The approved corrected drawings shall be delivered to the Owner two (2) weeks prior to project advertising.
7. Consultant shall provide the City Engineering Office a copy of Final Design Drawings of the Project in AutoCAD and PDF format on one set of compact discs (CD's) labeled as "*Final Design Drawings - East 21st Street Improvements - Project No. 15-64*".

C. Project Manual.

1. Consultant shall prepare Technical Specifications covering the required work for the utility replacements and street work.
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. Edited "front end" documents of the Project Manual supplied by the City Engineering Office. Documents supplied will consist of Advertisement for Bids, Instruction 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 final review by the Owner, Consultant shall incorporate any changes 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.
 5. Two (2) weeks prior to project advertisement, the Consultant shall provide the City Engineering Office a final copy of the Project Manual in MS Word and PDF format on one set of compact discs (CD's) labeled as "*Bidding Documents – East 21st Street Improvements -- Project No. 15-64*".

D. Subconsultants.

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 subconsultants that the Consultant desires to use.
3. The Consultant shall be responsible for the administration, management, procurement, and payment of services provided by subconsultant(s).

E. Advertising and Bidding Phase

1. The Consultant shall send advance notice of the project to interested Bidders.
2. The Consultant shall send notification to about the availability of Bidding Documents to plan centers located in Billings, Denver, Cheyenne, and Casper.

3. The Consultant shall provide Bidding Documents to interested parties through use of the City's preferred distribution system at www.questcdn.com. No paper copies shall be provided by the City or Consultant. The Project Manual and Drawings shall be compiled into one PDF document and uploaded to the website by the Consultant with assistance from City Engineering staff.
4. 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 plan holders.
5. The Consultant shall prepare Addenda, if necessary, to modify the Bidding Documents and distribute to all plan holders at least seven (7) days prior to the bid opening. Distribution of Addenda shall be through www.questcdn.com.
6. The Consultant shall assist the City in opening, tabulating, and evaluating bids.
7. The Consultant shall provide a written opinion to the City Engineering Office, stating a recommendation for awarding the bid.

F. Documents, Materials, and Work Furnished by the City.

1. Water, Sanitary Sewer & Storm Sewer system modeling/mapping.
2. Contract front-end documents.
3. GIS base map coverages.

G. Construction:

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 (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 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 successful bidder, 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. 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, as well as with all affected property owners within the project areas. 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), and at least one (1) full time assistant (or as agreed) at the site to assist Consultant and to provide continuous 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 informed of the progress of the Work. The RPR and the assistant will be on site for an average of nine (9) hours per day, depending on the activities of the Contractor(s) and the progression 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 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 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.

- 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, a copy of which shall be given to Owner 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 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'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. 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. Construction Staking. Consultant shall provide limited construction staking services for the Contractor(s), as follows:
 - a. Establish horizontal and vertical control for construction.
 - b. All staking will be done once, and Contractor(s) will be responsible for additional staking at his cost.
6. 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.
7. 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.
8. 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.

9. Substitutes. Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).
10. Inspection and Tests. Consultant shall provide for material testing as specified in the Contract Documents.
11. 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.
12. 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.

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 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 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.G.12.b. above.
15. Record Drawings. The Consultant shall maintain a regularly updated set of "as-constructed" field prints indicating Consultant(s)' observations of "as-constructed" Work performed by the Contractor(s). Within thirty (30) days after Substantial Completion, Consultant shall deliver to the City Engineering Office one (1) set of reproducible record drawings (11x17 paper copy) showing those changes made during the construction process, based on the marked-

up prints, drawings, and other data furnished by Contractors to Consultant. Consultant shall also provide to Owner a copy of record drawings of the Project in AutoCAD and PDF format on one set of compact discs (CD's) labeled as "*Record Drawings – East 21st Street Improvements - Project No. 15-64*". The AutoCAD record drawings shall utilize the United States National CAD Standards for consistent formatting and input to GIS, and shall meet the requirements of Municipal Code 16.20.020.

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 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.
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 for approval.
18. 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.G.1. through I.G.17. inclusive above shall be construed to release Consultant from liability for failure to properly perform duties and responsibilities assumed by Consultant in the Contract Documents.

II. SPECIFIC RFP REQUIREMENTS:

A. Engineering Design & Construction Administration Fee.

In submitting a proposal for this project, the Consultant shall prepare and enclose **In A Separate Scaled Envelope** a detailed fee schedule with an upset amount for the engineering design and construction

administration services as covered by the Scope of Services in this RFP. Selection of a Consultant to provide professional services for this RFP shall be based on professional qualifications based criteria; however, the Consultant's fee schedule will also be considered as an additional qualification in the election process.

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 the Owner 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.

B. Timetable.

Following is the tentative timetable for this RFP:

1. Proposals Due	December 4, 2015
2. Consultant's Presentation and Interview	December 9-11, 2015
3. Selection of Consultant by Council	January 5, 2016
4. Final Design Submittal	March 11, 2016
5. Final Design Approval	March 25, 2016
6. Bid Advertising Dates	April 3 & 10, 2016
7. Bid Opening	April 19, 2016
8. Construction Bid Award by Council	May 3, 2016
9. Notice of Award to Contractor	May 6, 2016
10. Notice to Proceed to Contractor	May 20, 2016
11. Substantial Completion Deadline	October 28, 2016
12. Final Completion/As-Builts Deadline	November 11, 2016

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

C. 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.

III. 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 and fee.

The procedure for considering the priced proposal will be that the top three (3) or more firms will be chosen based on the above qualifications-based criteria, excluding consideration of the fee proposal. Upon selection of the top three (3) or more firms, the fee proposals for these three firms shall be opened and analyzed by the City Engineer. The City Engineer will prepare a written summary of the price proposals to be distributed to the Engineering Selection Committee prior to the Consultant interviews. Price proposals for Consultants not short-listed 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.

IV. 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 five (5) 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, and their anticipated work load/availability 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 four (4) non-priced technical proposals. The envelope containing the price proposal shall be labeled "City of Casper East 21st Street 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 insure that the proposal arrives prior to 5:00 p.m., Local Time, Friday, December 4, 2015.

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.

I. City Contact

The contact person at the City of Casper concerning this RFP is Mr. Scott R. Baxter, P.E., Associate Engineer, 200 North David Street, Casper, Wyoming 82601. Phone (307)235-8341, or email: sbaxter@cityofcasperwy.com

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.

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 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.

- d. Consultant shall prepare daily reports of the Contractor(s)' activities and maintain an accurate daily "construction diary". Construction diary shall contain notes of materials installed and all relevant conversations with the Contractor(s) or other entities on behalf of the Owner, a copy of which shall be given to Owner 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 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.