



WESTON COUNTY ROAD & BRIDGE
23 COUNTY SHOP ROAD
NEWCASTLE, WY 82701

Marty Habeck | Superintendent
Jim Hansen | Assistant Superintendent

Ph. (307)746-2642

mhabeck@westongov.com

jhansen@westongov.com

REQUEST FOR PROPOSAL (RFP)

Engineering Services for a Bridge Removal and Culvert Installation
Project on Weston County Dewey Road #2.

Weston County Road and Bridge
23 County Shop Road
Newcastle, WY 82701

Proposal Due Date:

Monday, September 6th, 2021 by 3:00 p.m.



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General Information

Weston County Road and Bridge is seeking proposals from qualified engineers for the Dewey Road #2 Bridge Removal and Culvert Installation Project.

The project consists of the following:

Removing an old one lane wooden bridge and installing proper sized culverts in its place.

Scope of Services

The Dewey Road #2 Bridge Removal and Culvert Installation Project will require the Consultant to conduct the preliminary design, prepare bid documents, and provide bid and construction support services (see attachment 2).

Selection Process

The RFP process will establish a ranking based on how each proposal meets the qualifications of the Scope of Services and the requirements of the RFP. The proposal shall conform to the Proposal Requirements (attachment 3). It is important that ALL listed items be included in the proposal. Proposals, which do not comply with all the requirements on the proposal deadline, will not be considered. Weston County reserves the right to reject and or all proposals without qualifications, and to negotiate specific requirements and costs using the selected proposal as a basis.

The selected consultant shall be required to enter into a Professional Service Agreement with Weston County. All consultants that respond to the RFP shall assume that the execution of this agreement, without changes, will be a required condition.

Weston County reserves the right to reject any or all proposals, and to waive any and all irregularities to choose the firm which, in the County's opinion, best serves the County's interest.

Selection Criteria

- Proposed Work Plan and Approach
- Familiarity with policies and procedures related to the work effort
- Quality and completeness



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-Qualification relating to design of culvert installation

-Completion of similar projects and references.

Consultant Selection Schedule

The following schedule has been established for conducting this consultant selection process. Weston County reserves the right, however, to modify this schedule at any time.

- Advertisements ran August 11th, 18th, and 25th.
- Due to the Weston County Clerk's Office by 3:00 p.m. on Monday, September 6th.
- RFPs opened on Tuesday, September 7th, 2021 at the Weston County Commissioners meeting.
- Tuesday, September 21st Weston County Commissioners Award Engineer.

Project Time Schedule

The following is a preliminary schedule for the project.

Advertisements run February 2nd, 9th, and 16th of 2022.

Bid packets available February 2nd, 2022.

Prebid conference Monday, February 14th, 2022.

Bids due to the County Clerk's office Monday, March 7th, 2022

Bids opened at the County Commissioners meeting Tuesday, March 8th, 2022.

Contractor awarded Tuesday, March 22nd, 2022.

Project Start Date: July 2022- September 2022.

Substantial Completion- November 13th, 2022.

Final Completion: November 27th, 2022.

Final Completion advertisements: November 30th, December 7th, and December 14th, 2022.

Final Payment: 41 days after the first advertisement.



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Questions

Questions regarding the information contained in the RFP document must be submitted in writing or by email addressed to:

Weston County Road and Bridge

23 County Shop Road

Newcastle, WY 82701

Email: mhabeck@westongov.com

or

bweigel@westongov.com

All questions must be received by Monday, August 23rd, 2021. Questions will be responded to in writing. Written summaries of all questions and answers will be distributed to each consultant. Anonymity of the source of specific written questions will be maintained in the written responses. A clarification addendum will be issued, if necessary.

Telephone request for information or inquires will be allowed on if the nature of the request or inquiry does not lend itself to formulation into a written question. Verbal inquires, however, are discouraged and calling parties may be requested to submit written questions in lieu of receiving a verbal response. The intent behind this requirement is to ensure that consultants have the same information and no inconsistent, incomplete, or misinformation is communicated to any team.

If any changes or updates to the RFP are made, a copy of the current RFP will be posted on the County's website at www.westongov.com/road-bridge

Attachments:

1. Project Location Map
2. Scope of Services
3. Proposal format and requirements
4. County Standard Consultant Agreement
5. Agreement Acknowledgement



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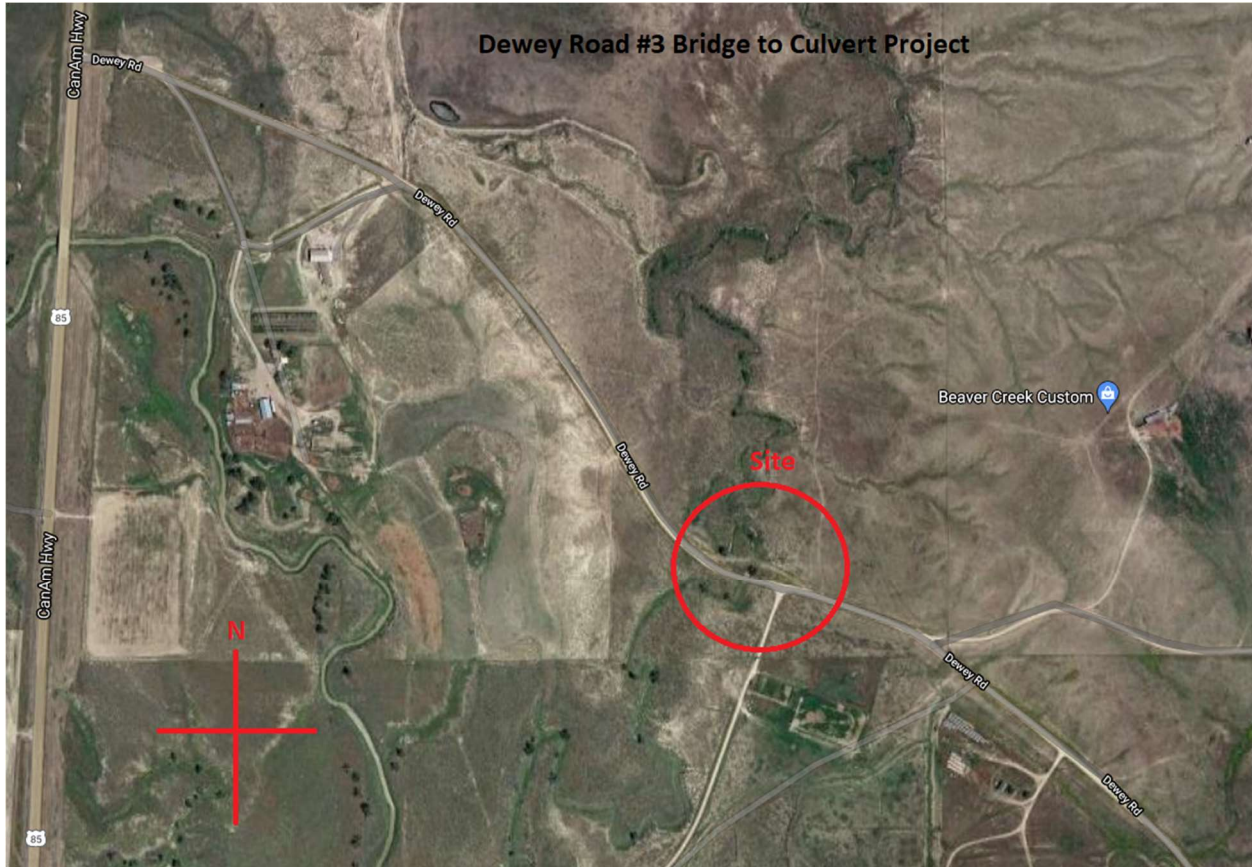
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ATTACHMENT 1

PROJECT LOCATION MAP

T42NR61W Sec. 22 SW1/4 SW1/4





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ATTACHMENT 2

SCOPE OF SERVICES

WESTON COUNTY DEWEY ROAD #2 BRIDGE TO CULVERT REPLACEMENT PROJECT

The following Scope of Services describes the specific tasks to be performed by the Consultant. If the Consultant believes that the project can be enhanced in any way by the addition of other tasks or the deletion of any specified tasks, such information should be included in the proposal.

1. Project Management and Coordinating
 - Project coordination, monitoring, and administration.
 - Attend project kickoff meeting, progress meetings, project coordination meetings, design review meetings, pre-bid meeting, and pre-construction meeting.
 - Monitor task budget and project schedule.
 - Perform quality assurance/quality control (QA/QC) activities.
 - Prepare monthly progress and cost summaries report, and invoices.
2. Site investigation, data collection, record research
 - Review existing records, review existing data including but not limited to geographic information system information, records, drawings, reports, maps, and other documents relevant to the limits and scope of this project.
 - Review culvert size, volume and length to determine the lifespan projecting a 100-year flood.
 - Consultant shall procure services to perform the aerial or ground surveying and mapping.
 - Develop design base mapping which includes utilities, right-of-way, and easement.
 - Identify any permitting agencies, if any, and its submittal requirements to successfully procure the permit.
 - Prepare list of technical specifications and engineer's cost estimate.
3. Initial design submittal (90% Design Submittal)
 - Prepare complete detailed plans, profile drawings, general drawings, standard and project details, culvert installation detail, grading detail, technical specifications and engineers cost estimate.
 - Prepare technical specifications (inclusive of bid schedule, measurement and payment section) and other related documents for bid.
 - The 90% Design Submittal shall be considered a complete design submittal.

Deliverables: Six (6) sets of the 90% design submittal shall be presented to the County for review. The submittal shall include half-size drawings, contract documents and probable construction cost estimate.

4. Final Design Submittal (100% Design Submittal)



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- Incorporate the 90% Design Submittal Comments.
- Submit one set of full-size stamped and signed final drawings along with specifications and contract documents.
- Submit one copy of final quantity calculations and engineer's construction cost estimate.
- Submit all digital files (AutoCAD, MS Word, MS Excel, etc.) for the project.

Deliverables: One (1) of the 100% final design submittal shall be presented to the County for bid. The submittal shall include full-size stamped and signed final drawings, contract documents and probable construction cost estimate.

5. Bid and Construction Support

- Provide bidding assistance, clarifications which may include responding to questions from potential bidders, attending the pre-bid conference and job walk, assisting with preparation of addenda, and reviewing the submitted bids.
- Conduct site visits (estimate 5) during construction at appropriate stages.
- Provide submittal list, review shop drawings, change order requests and provide written recommendations to the County.
- Review and respond to contractor's request for information (RFI) and clarifications during construction and provide written recommendations to the County.
- Participate in the final inspection.
- Preparation and submittal of digital record drawings to the County.



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ATTACHMENT 3

PROPOSAL FORMAT AND REQUIREMENTS

Six (6) copies of Proposal shall be submitted by: Monday, September 6th at 3:00 p.m. to the Weston County Clerk's Office.

Weston County Clerk
1 W. Main Street
Newcastle, WY 82701
Attn: Weston County Commissioners

FORMAT:

The proposal shall be brief, precise, and shall not include unnecessary promotional material. The proposal shall include the following items and organized as follows.

- 1. Letter of Transmittal.** Describe your firm or team's interest and commitment in providing engineering services. An officer of the Consulting firm who is authorized to contractually bind the firm and to negotiate a contract with the County shall sign the letter. Provide name, title, address, email, and telephone number of this officer.
- 2. Table of Contents.**
- 3. Work Plan and Approach.** Discuss your firm's understanding of the Scope of Services to be performed. Describe the method for management of overall project costs, schedule, quality assurance/quality control, and other issues critical to this project.
- 4. Key Personnel Background.** Name, position, summary of qualifications, resumes, related experience and proposed responsibilities of project manager and key personnel.
- 5. Team Experience.** Listing of projects performed within the last 5-years involving the design of culvert installation, particularly any work performed for government agencies of similar nature.
- 6. References.** Provide at least three references (name, company title, address, email, and telephone number) for design of recent pump stations and force mains or, lacking this, recent similar work.
- 7. Standard Agreement Acknowledgement.** A signed copy of the Acknowledgement that the Consultant agrees with the County's Professional Services Agreement without any changes.
- 8. Manpower Allocation.** Consultant shall provide an estimate of the required personnel hours by task and job title in the proposal for the tasks described in the scope of services. This information is not meant as a fee proposal, but only an indication of the level of effort envisioned for completion of the project at hand.



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9. **Cost.** In a separate sealed envelope, provide complete summary of the estimated number of engineering hours, schedule of hourly rates, and total not-to-exceed cost for the Scope of Services to be performed.



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ATTACHMENT 4

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into as the ___ of _____ 20___, by and between Weston County ("County"), and _____ ("Consultant"). Consultant and County shall be referred collectively as the "Parties".

RECITALS

WHEREAS, County desires to engage Consultant to _____;

WHEREAS, Consultant possess the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement.

WHEREAS, Consultant has affirmed its willingness and ability to perform such work.

It is agreed between the County and Consultant as follows:

1. **Term.** The term of this Agreement shall commence on the above written date, and shall terminate on the ___ day of _____, 20___, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 14. The time for completion of the contracted work shall only be extended by written approval of the Chairman of the Weston County Commissioners.
2. **Scope of Services to be performed.** Consultant shall diligently preform all the services described in the Project Description & Scope Services attached hereto as Exhibit A and incorporated herein by reference. In summary, the scope of service includes but is not limited to design of the bridge removal and culvert installation on Weston County Dewey Road #2. The County may elect to delete certain tasks of the Scope of Services at its sole discretion.
3. **Time is of the essence.** Time is of the essence for each and every provision of this Agreement. The time for completion of the contracted work shall only be extended by written approval of the Chairman of the Weston County Commissioners as provided for in Section 1. The failure of consultant to strictly adhere to the project schedule to or complete duties in a timely fashion as determined by the County may result in termination of this Agreement by the County.
4. **Compensation to Consultant.** County shall pay Consultant for the services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Compensation Schedule attached hereto as Exhibit B and incorporated herein by reference. Consultant's compensation for all work performed in accordance with this Agreement, including all reimbursable items and sub-contract fees, shall not exceed _____ Dollars and no/100 (\$_____) without additional authorization from the Chairman of the Weston County Commissioners. In the event of a conflict between this Agreement and Consultant's proposal regarding the amount of compensation, this Agreement shall prevail.



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4.1 Consultant shall submit monthly invoices and Weston County Voucher to the Weston County Road and Bridge office describing the work performed the preceding month. Consultant's bills shall include the name of the person who performed the work, a brief description of the services performed, and/or the specific task in the Scope of Services to which it relates, the date the services were performed, the number of hours spent on all work billed on an hourly basis, and a description of any reimbursable expenditures. County shall pay Consultant no later than thirty (30) days after approval of the monthly invoice by the Weston County Board of Commissioners.

4.2 County shall reimburse Consultant only for those costs or expenses specifically approved in this Agreement, or specifically approved in advance by the Board of Weston County Commissioners. Unless otherwise approved, such costs shall be limited and include nothing more than the following costs incurred by consultant:

A. The actual costs of sub consultants for performance of any of the services that Consultant agrees to render pursuant to this Agreement, which have been approved in advance by the Board of Weston County Commissioners and awarded in accordance with this Agreement.

B. Approved reproduction charges.

C. Actual costs and/or other costs and/or payments, including mark-ups specifically authorized in advance by the Board of Weston County Commissioners and incurred by consultant in the performance of this Agreement.

4.3 Consultant shall not receive any compensation for Extra Work without the prior authorization of the Board of Weston County Commissioners. As used herein, "Extra Work" means any work that is determined by the Board of Weston County Commissioners to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonable anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with the Schedule of Billing Rates as set forth in Exhibit B.

4.4 Notwithstanding any other provisions of this Agreement, when payments made by County equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made until the County has accepted the final work under this Agreement.

4.5 Consultant is solely responsible for all of its recurring business costs, including, but not limited to, the payment of all taxes, business permit fees, professional licenses and overhead and shall not separately charge those costs to the County.

5. Designated Staff Contact. Road and Bridge Superintendent Marty Habeck and Assistant Superintendent Jim Hansen will be responsible for monitoring performance of this agreement.



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6. Standard of Performance. All of the services shall be performed by consultant or under Consultant's supervision. Consultant represents that it possesses the professional and technical personnel required to perform the services required by this Agreement and that it will perform all services in a manner commensurate with community professional standards. Consultant shall provide qualified and experienced personnel to perform all services as required in this Agreement.

7. Relationship of the Parties- Independent Contractor. County is retaining consultant on an independent contractor basis and Consultant is not an agent or employee of the County. Consultant agrees and understands that the work/services performed under this agreement are performed under this Agreement as an Independent Consultant and not as an employee or agent of the County and that Consultant acquires none of the rights, privileges, powers or advantages of County employees. Nothing in this Agreement shall be deemed to constitute approval for consultant or any of Consultant's employees or agents to be the employees or agents of the County. Consultant expressly warrants not to represent, at any time or in any manner, that Consultant is an employee or agent of the County. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind the County to any obligation whatsoever. Anything in this Agreement that may appear to give the County the right to direct Consultant as to the details of the performance of to exercise a measure of control over consultant shall mean only that Consultant shall follow the desires of County with respect to the results of the services.

8. Insurance. Consultant shall return an executed copy of this Agreement with proof of insurance and endorsements to insurance coverage satisfactory to the County.

9. Advice and Status Reporting. Consultant shall provide the County with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder.

10. Assignment and Subcontracting. Consultant shall not assign this Agreement or any portion thereof to a third party without the prior written consent of County, and any attempted assignment without such prior written consent in violation of this Section shall be null and void. Unless otherwise specified in Exhibit "A", Consultant shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the County.

11. Ownership of Documents. All work products produced by consultant or its agents, employees, and sub-Consultants pursuant to this Agreement is the property of the County. In the event this Agreement is terminated, all work products produced by consultant or its agents, employees or sub-Consultants shall be delivered at once to the County.

12. Termination and Suspension. County may direct Consultant to terminate, suspend, delay or interrupt Services, in whole or in part, for such periods of time as County may determine in its sole discretion. County will issue such directives in writing, and compensate Consultant for its costs expended prior to receipt of the directive plus reasonable profit thereon, as well as reasonable shutdown costs in the event County terminates this Agreement for County's convenience.



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County may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should Consultant commit a material breach of the Agreement, or part thereof, and not cure such breach within 15 calendar days of the date of County's written notice to consultant demanding such cure. In the event County terminates the Agreement for default, Consultant shall be liable to County for all loss, cost, expense, damage and liability resulting from such breach and termination. Consultant shall continue its work throughout the course of any dispute, provided County complies with its obligations under this Agreement (including timely payment of undisputed amounts).

13. Standard of Care and Payment of Permits/Licenses. Consultant represents and warrants it has or shall obtain all licenses, permits, qualifications, insurance and approvals of whatsoever nature that are legally required of consultant to practice its profession and to perform said work/services or forfeit any right to compensation under this Agreement.

14. Discrimination and Harassment Prohibited. Consultant will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

15. Retention of Records. Consultant shall maintain all records related to this Agreement for no less than three years after the County makes final payment or after termination of this contract and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the County, the State of Wyoming and/or Federal grantor agencies.

16. Merger Clause. This Agreement, including any exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, proposal, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the Weston County Board of Commissioners. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in the exhibits attached hereto, the terms, conditions, or specifications set forth herein shall prevail. This Agreement constitutes the entire Agreement between County and Consultant.

17. Waiver, Severability, Choice of Law, Venue. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this agreement, which shall continue in full force and effect, provided that the remainder of this agreement can be reasonably interpreted to give effect to the intentions of the parties. The laws of the State of Wyoming shall govern this Agreement and all matters relating to it.

18. Compliance with Laws. In the performance of this Agreement, Consultant shall abide by and conform to any and all applicable laws of the United States and the State of Wyoming.

19. Conflict of Interest. Consultant agrees that if an actual or potential conflict of interest in the part of the Consultant is discovered after award, the Consultant will make a full disclosure in writing to the



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County. This disclosure shall include a description of the actions, which the Consultant has taken or proposes to take, after consultation with the County to avoid, mitigate, or neutralize the actual or potential conflict and shall take all such steps within sixty (60) days.

20. **Consultant.** Notices required by this Agreement, and invoices for payments due shall be mailed to:

Weston County Road and Bridge
 Attention: Marty Habeck
 23 County Shop Road
 Newcastle, WY 82701

Notices to Consultant shall be mailed to:

21. **Solicitation.** Consultant agrees to not solicit any business at any meeting, focus group or interview related to this Agreement, either orally or through any written materials.

22. **Alternative Dispute Resolution.** If any dispute arises between the parties that cannot be settled after engaging in good faith negotiations, County and Consultant agree to resolve the dispute in accordance with the following:

A. Each party shall designate a senior management or executive level representative to negotiate any dispute;

B. The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

C. If the issue remains unresolved after ten (10) days of good faith negotiations, the parties shall attempt to resolve the disagreement by negotiation between legal counsels. If the above process fails, the parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

D. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days and shall be concluded within 15 days from the commencement of the mediation.

E. The parties shall equally bear the costs and fees of any third party in any alternative dispute resolution process.

F. The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action.



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THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES

 CONSULTANT'S SIGNATURE AND DATE

 WESTON COUNTY BOARD OF COMMISSIONERS
 CHAIRMAN AND DATE

ATTEST: _____

ATTEST:

 WESTON COUNTY CLERK

APPROVED AS TO FORM:

 WESTON COUNTY ATTORNEY DATE

EXHIBIT A- PROJECT DESCRIPTION & SCOPE OF SERVICES

EXHIBIT B- SCHEDULE OF BILLING RATES



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ATTACHMENT 5

ACKNOWLEDGEMENT FORM FOR CONSULTANT SERVICES STANDARD AGREEMENT

By signing below, the consultant's firm acknowledges that it has examined the enclosed Weston County Agreement "Agreement for Consultant Services".

If Weston County accepts the proposal, the agreement, without any changes, shall be execute by the consultant firm within three (3) working days of being notified by the County.

Legal Name of the Consultant Firm:

Business Address:

Signature of Authorized Person:

Date:

Telephone Number: _____

Email Address: _____