

## REQUESTS FOR QUALIFICATIONS / INVITATION FOR SUBMISSION OF QUALIFICATIONS

### City of Salina, Kansas

#### Salina South Well Field and Water Treatment Plant Improvement Project

The **Salina South Well Field and Water Treatment Plant Improvement Project** will utilize a progressive design-build project delivery method. The purpose of this document is to solicit statements of qualifications of Design-Builders interested in providing design and construction services for the project. More detailed information about the project, including a technical summary and scope of services, can be found in the Request for Qualifications (RFQ). Copies of the RFQ in its entirety can be obtained at the following locations:

**City of Salina, Kansas (Owner)**  
**Utilities Department**  
**300 West Ash, Room 205**  
**Salina, KS 67401**

**<http://salina-ks.gov/bids>**

Sealed Statements of Qualifications Part I (SOQ Part I) must be received by **3:00 p.m. (CST)**, on **December 22, 2016 at the office of the City Clerk, City-County Building 300 West Ash, Room 206 Salina, Kansas.**

All SOQs must be received at the address indicated above prior to the time and date specified. SOQs submitted by Respondents after the specified time and date will be returned unopened. The City of Salina, Kansas shall not be held responsible or accountable for delays in the delivery of any proposal by any courier service. The City of Salina reserves the right to reject any and all SOQs and to waive any informality in the SOQs received.

A **mandatory** pre-submittal meeting will be held at **10:00 a.m. (CST)**, on **November 29, 2016 at Salina Public Library – Prescott Room, 301 W. Elm St., Salina, Kansas.**

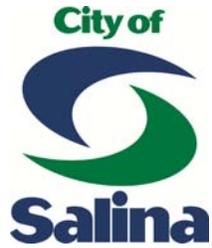
All Respondents awarded a contract or entering into purchase orders with the City of Salina shall be subject to and required to comply with all applicable City, State and Federal provisions. Any firm will be required to comply with the following statements:

1. Respondents on this work will be required to comply with the Executive Order No. 11246 (Equal Employment Opportunity) as amended, DBE Good Faith Efforts, American Iron and Steel requirements, and Davis Bacon Wage Rate Determinations. Requirements for respondents under this order are explained in the RFQ.
2. Respondents must fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled Responsibilities of Participants Regarding Transactions. Design-Builders, Contractors, Sub-Contractors or suppliers that appear on the Excluded Parties List System at [www.sam.gov](http://www.sam.gov) are not eligible for award of any contracts funded by the KDHE State Revolving Fund programs.
3. All contracts and subcontracts exceeding \$100,000, at any tier under a KPWSLF Loan Agreement shall comply with the Anti-Lobbying Act, Section 319 of Public Law 101-121, and file an Anti-Lobbying Certificate form, and the Disclosure of Lobbying Activities form, if required, to the next tier above.

4. Respondents on this work, including sub-contractors or vendors, will be required to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et. seq.); the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111et. seq.); and Chapter 13 of the Salina Code.

THE CITY OF SALINA, KANSAS

/s/ Shandi Wicks  
CITY CLERK, CMC



City of Salina, Kansas

## Design-Build Procurement

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Request for Qualifications  
*for the*  
*Salina South Well Field and Water*  
*Treatment Plant Improvement Project*

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# 1 Background

## 1.1 Introduction

This request for qualifications (RFQ) for the **Salina South Well Field and Water Treatment Plant Improvement Project** (Project) invites statements of qualifications (SOQs) according to the requirements set forth in this RFQ. Attachment A (2016 Feasibility Study) provides background information about the Project. The SOQ Part I will be reviewed and evaluated to generate a short list of up to three Short-Listed Respondents that will then be invited to respond to the RFQ Part II. The capitalized terms in this RFQ have the meanings as defined in Attachment B (Definition of Terms).

The procurement process set forth in the subsequent RFQ will consist of the following:

- **RFQ Part I**
  - Submission of SOQ Part I by Respondents
  - Short-List to up to 3 qualified Respondents
- **RFQ Part II**
  - Individual Meetings with Short-Listed Respondents
  - Submission of SOQ Part II by Short-Listed Respondents
  - Interviews of Short-Listed Respondents
  - Selection of Design-Builder
  - Negotiation for Award of Progressive Design-Build Contract

Following selection of the Design- Builder, the Project is to be executed in two phases using the Progressive Design-Build Delivery Method:

- Phase One: Prepare design up to 90% complete, as defined in Attachment C (Scope of Design-Builder Services), and a Guaranteed Maximum Price (GMP) proposal.
- Phase Two: Complete design, construction and post-construction tasks, including performance testing, startup commissioning and operator training and support (if the GMP is approved by the Owner in Phase One).

**This RFQ is subject to revision after the date of issuance via written addenda.** Any such addenda will be posted on the Owner's web site. It is each Respondent's responsibility to obtain and acknowledge all RFQ addenda prior to submitting the SOQ Part I and/or SOQ Part II.

In no event will the Owner be liable for any costs incurred by any Respondent or any other party in developing or submitting RFQ Part I or RFQ Part II.



## 1.2 RFQ Contents

This RFQ consists of seven Sections and six Attachments:

- Section 1: Background
- Section 2: Project Overview
- Section 3: Procurement Process
- Section 4: Submission Requirements
- Section 5: Evaluation and Selection
- Section 6: Conditions for Respondents
- Section 7: Progressive Design-Build Services
- Attachment A – 2016 Feasibility Study
- Attachment B – Definition of Terms
- Attachment C – Scope of Design-Builder Services
- Attachment D – Draft Progressive Design Build Contract
- Attachment E – Project Technical Requirements
- Attachment F – Forms for Affirmation of Compliance

The contents of the RFQ Attachments take priority over any conflicting statements in the RFQ Sections.

The Owner is providing this documentation only for the purpose of assisting potential Respondents in the preparation of RFQ submittals for the Project and does not confer a license or grant for any other use. Owner makes no representations of the completeness or accuracy of the background documents provided.

## 1.3 Owner's Objectives

The Owner's objectives for delivery of the Project are as follows:

- **Single Point of Accountability:** To have the Design-Builder provide the Owner with a single point of contract accountability for design, construction, performance activities and close-out. The Design Builder is responsible for providing the Owner with complete resolutions to design, construction, and performance issues that may arise.
- **Early Collaboration:** To have early and successful collaboration between the Owner, Owner's Representative, and the selected Design Builder.
- **Collaborative Cost Estimations:** Ensure involvement of Design Builder in design cost estimating including maximizing contractor and subcontractors involvement; potentially enhanced through the use of Building Information Modeling (BIM) design.
- **Establish Project Budget Prior to Design:** As part of early collaboration with Owner, Owner's Representative, and the selected Design Builder and as part of the Basis of Design Report, ensure the project budget is established prior to entering the design



phase or the Design-Builder provides a technical solution that can be implemented within the Project budget.

- **Guaranteed Maximum Price (GMP):** Design, construction, performance testing and close out of the project must not exceed the Project budget.
- **Ability to Meet the Project Schedule:** Based on a contract award target date in March 2017, achieve substantial completion date of November 2019 and final completion date of November 2020 for design, construction, performance testing and close-out of the Project.
- **Quality Design and Construction:** Provide treatment facilities and equipment that will be sustainable and will reliably produce treated water in full compliance with federal and state regulations and contractual standards as set forth in Attachment A (2016 Feasibility Study) and Attachment E (Project Technical Requirements).
- **Minimizing Risk for Change Orders:** Achieve an optimal balance of risk allocation between the Owner and the Design-Builder and manage the risk to reduce the likelihood of change orders.
- **Competitive Bidding of Qualified Subcontractors and Equipment Suppliers:** To have the ability to accept subcontractors and equipment vendor's bids on ability to deliver based on cost and other non-cost factors including safety.
- **Selection of Qualified Design-Builder:** Selection of an experienced Design-Builder that understands the Owner's objectives, has experience in the design-build marketplace, and can design and construct the project to or under budget and schedule.
- **Collaboration with Design Elements:** Owner desires to review and participate with Design-Builder's selection of design elements that will minimize overall future operation concerns and maintenance costs.
- **Innovative Solutions:** The Owner is relying upon the Design-Builder to provide innovative solutions for accurate and efficient project scheduling, maximum cost control, improved constructability and minimization of operations and maintenance costs.

By selecting the Progressive Design-Build Delivery Method for the Project, the Owner is committed to working in close collaboration with the Design-Builder throughout the entire project.



## 2 Project Overview

### 2.1 Project Scope

The Project scope, design standards, and performance requirements are described in further detail in Attachment A (2016 Feasibility Study) and Attachment E (Project Technical Requirements).

### 2.2 Project Budget and Funding

Based on the Feasibility Study, the City's estimate for design, construction, and performance testing, and close out is \$32 million for the Project.

Upon completion of the Basis of Design Report (BODR) and the Project Budget, mutually agreed to by the City and the Design Builder, the selected Design-Builder shall deliver the project for the indicated amount or less. Budget includes Owner's other Project costs, such as professional advisory services, property or access rights, limited geotechnical investigations, environmental studies, certain limited governmental approvals, taxes, financing costs, interest during construction, and Owner's Representative services.

#### 2.2.1 KDHE State Revolving Fund Program

The Owner intends to fund the project through the Kansas Water Supply State Revolving Fund (SRF) Loan Program.

Short-Listed Respondents on this work will be required to comply with the Executive Order No. 11246 (Equal Employment Opportunity) as amended. Requirements for Short-Listed Respondents under this order are explained in Attachment D (Draft Progressive Design Build Contract) including compliance with DBE Good Faith Efforts, American Iron and Steel requirements, and Davis Bacon Wage Rate Determinations.

Short-Listed Respondents must fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled Responsibilities of Participants Regarding Transactions. Contractors, subcontractors, or suppliers that appear on the Excluded Parties List System at [www.sam.gov](http://www.sam.gov) are not eligible for award of any contracts funded by the KDHE State Revolving Fund Program.

All contracts and subcontracts exceeding \$100,000, at any tier under a KPWSLF Loan Agreement shall comply with the Anti-Lobbying Act, Section 319 of Public Law 101-121, and file an Anti-Lobbying Certification form, and the Disclosure of Lobbying Activities form, if required, to the next tier above.

Short-Listed Respondents on this work, including sub-contractors or vendors, will be required to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et. seq.); the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111et. seq.); and Chapter 13 of the Salina Code.

### 2.3 Project Schedule

It is anticipated that the Progressive Design-Build Contract will be executed in **March 2017**.



**Procurement Phase (November 2016 to March 2017)**

<u>Tasks</u>	<u>Completion Date</u>
Advertise RFQ	November 14, 2016
RFQ Acknowledgement	November 21, 2016
Pre-Submittal Meeting	November 29, 2016
Deadline for Questions	December 9, 2016
Deadline for SOQ Part I	December 22, 2016
Notification to Short-Listed Respondents	January 9, 2017
Deadline for Contract Markup	January 19 and 20, 2017
Conduct Confidential Meetings	January 19 and 20, 2017
Deadline for SOQ Part II	February 10, 2017
Interviews	February 16 and 17, 2017
Notification of Selection	February 17, 2017
Begin Negotiations	February 20, 2017
City Commission Meeting for Approval	March 13, 2017
Execution of Contract	March 2017

**Project Design Phase (April 2017 to June 2018)**

Design Kickoff Meeting	April 2017
Consultant/Design-Builder Pre-Design	June 2017
BODR and Project Budget	June to August 2017
30% Document Development	September 2017
60% Document Development	November 2017
90% Document Development	February 2018
Guaranteed Maximum Price Proposal	May 2018
Execute Phase 2 Construction Contract	June 2018

**Construction Services (June 2018 to November 2020)**

Begin Construction	June 2018
Substantial Completion	November 2019
Final Completion	March 2020



### 3 Procurement Process

#### 3.1 Acknowledgement of RFQ

Each Respondent shall provide the Owner, by **November 21, 2016**, an acknowledgement that it has received the RFQ and is a potential Respondent. Such acknowledgement shall identify and provide full contact information for the Respondent Contact, who shall be the Respondent's single point of contact for the receipt of any future documents, notices, and addenda associated with this RFQ. Such acknowledgement must be sent in writing to the Owner's Representative and a copy electronically transmitted to the Owner's Representative and Owner's Contact.

#### 3.2 Communications and Owner's Representative

On behalf of the Owner, Jessica Adams-Weber with HDR Engineering, Inc. will act as a point of contact for this RFQ and shall administer the RFQ process. All communications shall be submitted in writing, by email or by fax, and shall specifically reference this RFQ. All questions or comments shall be directed to the Owner's Representative and copy Owner's Contact as follows:

**Jessica Adams-Weber**  
**Owner's Representative**  
**HDR Engineering Inc.**  
**3471 NE Troon Drive**  
**Lee's Summit, MO 64064**  
**Phone: (816) 360-2710**  
**Fax: (816) 347-1198**  
**Email: Jessica.Adams-Weber@hdrinc.com**

**Martha Tasker**  
**Owner's Contact**  
**City of Salina Director of Utilities**  
**300 West Ash**  
**Salina, KS 67401**  
**Phone: (785) 309-5725**  
**Fax: (785) 309-5713**  
**Email: martha.tasker@salina.org**

No oral communications shall be binding and must be followed by written record of topic(s) discussed to be distributed to all parties by the Owner's Representative. No contact with Owner staff, City commission members, any public official or any other than the Owner's Contact listed above concerning the Project during the procurement process is permitted. A violation of this provision may result in disqualification of Respondent.



### 3.3 Procurement Overview and Schedule

As described in Section 1, this RFQ will consist of two parts. RFQ Part I invites submission of the SOQ Part I by interested parties. The SOQ Part I will be reviewed and evaluated to generate up to three Short-Listed Respondents. As part of RFQ Part II, the Short-Listed Respondents will attend a confidential meeting, submit an SOQ Part II, and participate in an interview. The Owner will select the highest ranked Short-Listed Respondent based on the evaluation of the qualifications, project approach, and interview, and enter into negotiation for award of the Phase One Progressive Design-Build Contract [see Attachment D (Draft Progressive Design-Build Contract)].

The current procurement schedule is as follows:

- Advertise RFQ November 14, 2016
- RFQ Acknowledgement November 21, 2016
- Pre-Submittal Meeting Attendees Identification November 21, 2016
- Pre-Submittal Meeting November 29, 2016
- Deadline for Questions December 9, 2016
- Deadline for SOQ Part I December 22, 2016
- Notification to Short-Listed Respondents January 9, 2017
- Deadline for Contract Markup January 19 and 20, 2017
- Conduct Confidential Meetings January 19 and 20, 2017
- Deadline for SOQ Part II February 10, 2017
- Interviews February 16 and 17, 2017
- Notification of Selection February 17, 2017
- Begin Negotiations February 20, 2017
- City Commission Meeting for Approval March 13, 2017
- Execution of Contract March 2017

### 3.4 RFQ Part I – Pre-Submittal Meeting

Owner will conduct a pre-submittal meeting for those intending to respond to the RFQ. **Attendance at this meeting is mandatory.** The meeting will be held at **Salina Public Library** on **November 29, 2016** starting at **10:00 am**. At this meeting, the Owner will offer information about the Project and the procurement process. Respondents shall advise the Owner's Representative by **November 21, 2016** of the names of individuals who will attend the Pre-Submittal Meeting.

### 3.5 RFQ Part II – Confidential Meeting

Following RFQ Part I, Owner will conduct individual, confidential meetings with the Short-Listed Respondents. **Attendance at such meetings is mandatory.** The date, time and location of each meeting will be arranged by the Owner's Representative and communicated to the Short-



Listed Respondents. Site tours may also be arranged for each Short-Listed Respondent at the time of the Confidential Meeting.



## 4 Submission Requirements

### 4.1 RFQ Part I – Submittal of Statement of Qualifications I

The following Section sets forth the RFQ Part I submission requirements. The invitation for submission is for any Design-Builder interested in design and construction services for this Project.

#### 4.1.1 Submittal Place and Deadline

**Eight** paper documents (one original and **7 color** copies) and **one** electronic version of the SOQ Part I, on a Flash Drive in PDF format, must be received no later than **3:00 pm** on Thursday, **December 22, 2016**, addressed to:

**City Clerk  
Utilities Department  
300 W. Ash, P.O. Box 736  
Salina, KS 67402-0736**

Each Respondent assumes full responsibility for timely delivery of its SOQ at the required location. Any SOQ received after the submittal deadline will be deemed nonresponsive and returned unopened. The SOQ documents shall be enclosed in an envelope and must note “SOQ Part I Enclosed – South Well Field and Water Treatment Plant Improvement Project” on the outside of the envelope.

#### 4.1.2 Submission Format

The SOQ Part I must not exceed **20** total pages, excluding the transmittal letter, index or table of contents, front and back covers, title pages/separation tabs, project schedule, and appendices. A maximum of **two** of the 20 pages may be 11 x 17-inch tri-fold format. Twelve-point font or larger must be used in SOQ Part I, Items 1 through 5 with 1-inch or greater margins.

#### 4.1.3 Submission Content

The content requirements set forth in RFQ Part I represent the minimum content requirements for the SOQ Part I. It is the Respondent’s responsibility to include information in its SOQ to present all relevant qualifications and other materials. Note, however, the SOQ shall not contain standard marketing or other general materials. It is the Respondent’s responsibility to modify such materials so that only directly relevant information is included in the SOQ Part I.

The SOQ Part I must include the following information in the order listed:

- Transmittal Letter
- Item 1 – Executive Summary
- Item 2 – Respondent Profile
- Item 3 – Project Team and Office Locations



- Item 4 – Experience
- Appendix A – Forms for Affirmation of Compliance
- Appendix B – Resumes
- Appendix C – Financial Statements (separate sealed envelope)

#### **4.1.3.1 Transmittal Letter**

Respondents must submit a transmittal letter (maximum of two pages) on the Respondent's letterhead. It must be signed by a representative of the Respondent who is authorized to sign such material and to commit the Respondent to the obligations contained in the SOQ. The transmittal letter must include the name, address, phone number and email address for the Respondent's Contact, and must specify who will be the Design-Builder's signatory to any contract documents executed with the Owner. Such a letter may include other information deemed relevant by the Respondent.

The transmittal letter must refer to SOQ Part I Appendix A (Forms for Affirmation of Compliance), based on the forms in RFQ Attachment F (Forms for Affirmation of Compliance).

#### **4.1.3.2 Item 1 – Executive Summary**

The executive summary (maximum three pages) must include a concise overview of the key elements of the SOQ Part I and must summarize and refer to information in the SOQ concerning satisfaction of the Minimum Qualification Requirements as outlined in Section 5.1.3 of this RFQ. The executive summary shall not be used to convey additional information not found elsewhere in the SOQ Part I.

#### **4.1.3.3 Item 2 – Respondent Profile**

A detailed and complete description of the Respondent's proposed company must be provided in SOQ Part I Item 2. (The term "company" can refer to either a single entity including a Prime/Sub, Integrated Design-Builder or a joint venture.) Information concerning Key Personnel and other firms that may be included on the Respondent's Project Team, such as subconsultants and subcontractors, shall be provided in the SOQ Part I Item 3.

The Respondent's Profile must include the following information:

- **General:** Provide general information about the Respondent, such as lines of business and service offerings, locations of home and other offices, number of employees (professional and non-professional), years in business, and evidence of required licenses.
- **Legal Structure:** Identify whether the Respondent is organized as a corporation, limited liability company (LLC), general partnership, joint venture, limited partnership, or other form of legal entity. As applicable, identify the owners of the Respondent's Firm (e.g., shareholders, members, partners, and the like) who hold an interest of ten percent or more. Partners, members and constituent firm joined to form responding company must be jointly and severally liable.



- **Safety History:** Provide a summary description of the Respondent's (the member firm responsible for construction) corporate safety program and include safety statistics or records indicating categories of accidents and incidence or frequency rates for the past five years. The following safety records must be provided for the Respondent for the current and past five years:
  - The experience modification rate (EMR) calculated by the National Council on Compensation Insurance or similar rating bureau. (The EMR is also referred to as the experience modification rating, experience modification factor, experience modifier or X-mod.)
  - The days-away-from-work injury incidence rate. A day-away-from-work injury is an injury that prevents an employee from returning to his or her next regularly scheduled shift. The incidence rate is calculated by multiplying the number of days-away-from-work injuries for the particular year by 200,000 and then dividing the product by the person-hours worked for that year.
- **Project Office Location:** Identify where the Respondent intends to maintain its project office(s) and where the majority of the design work will be performed.
- **Financial Condition:** In SOQ Part I Appendix C (Financial Statements), provide audited financial statements for the Respondent for the past three years and quarterly financial statements, certified by the chief financial officer, for the current year. If the Respondent is a joint venture, LLC, or partnership, such financial statements must be provided for each partner or member.
- **Payment and performance bonds:** A letter from the Respondent's surety must be provided to verify the availability of performance and payment bonds of at least \$32 million for this Project. The surety must be authorized by law to do business in Kansas and must have an A.M. Best Company Rating of "A-VII" or better. The surety must also be listed in the U.S. Department of Treasury's Circular 570. The Respondent must provide a letter from the bonding surety indicating that the Respondent is capable of meeting the bonding and insurance requirements.
- **Insurance:** In SOQ Part I Appendix C (Financial Statements) in a separate sealed envelope that will be reviewed by City's Finance Director, a letter or Certificate of Insurance from the Design Builder's insurance company must be provided stating its ability to acquire and provide the following minimum limits for the required insurance:
  - Statutory workers compensation insurance (as required by state law)
  - Employer's liability insurance: **\$500,000**
  - Commercial general liability insurance: **\$1,000,000** per occurrence; **\$2,000,000** annual aggregate
  - Commercial automobile liability insurance: **\$1,000,000** combined single limit for bodily injury and property damage
  - Excess liability insurance above the employer's, general and automobile insurance: **\$1,000,000** per occurrence



- Professional liability (errors and omissions): **\$1,000,000** per occurrence and in the aggregate

The required insurance must be obtained and maintained from insurance companies that have an A.M. Best Rating of “A-VII” or better and are duly licensed or authorized in Kansas. Builder’s Risk insurance for the project will be provided by the Contractor.

The SOQ Part I must provide the following additional information pertaining to factors or events that have the potential to adversely impact the Respondent’s ability to perform its contractual commitments.

- **Material adverse changes in financial position.** Describe any material historical, existing or anticipated changes in financial position, including mergers, acquisitions, takeovers, joint ventures, bankruptcies, divestitures, or any material changes in the mode of conducting business.
- **Legal proceedings and judgments.** List and briefly describe any pending or past (within 10 years) legal proceedings and judgments, or any contingent liability, that can adversely affect the financial position or ability to perform contractual commitments to Owner. If no such proceedings or judgments are listed, provide a sworn statement to that effect from Respondent’s legal counsel.
- **Completion of contracts.** Has the Respondent failed to complete any contract, or has any contract been terminated due to alleged poor performance or default within the past 10 years? If so, describe the circumstances.
- **Violation of laws.** Has the Respondent been convicted of any criminal conduct or been found in violation of any federal, state, or local statute, regulation, or court order concerning antitrust, public contracting, employment discrimination or prevailing wages within the past 10 years? If no, provide a sworn statement to that effect from Respondent’s legal counsel. If so, describe the circumstances.
- **Debarred from bidding.** Has the Respondent been debarred within the past 10 years, or is it under consideration for debarment, on public contracts by the federal government or by any state? If so, describe the circumstances.

If any of the above questions are answered in a manner that indicates that any of these unfavorable factors or events are present, it is the Respondent’s responsibility to: (1) describe in detail the unfavorable factor or event; and (2) provide sufficient information to demonstrate that the unfavorable factor or event will not adversely impact the Respondent’s ability to perform its contractual commitments.

The Respondent must notify the Owner of any changes subsequent to submission of the SOQ Part I and before the selection process is completed (and, in the case of the selected Short-Listed Respondent, before execution of the Progressive Design-Build Contract).



#### 4.1.3.4 Item 3 – Project Team and Office Locations

The composition, organization, and management of the Project Team must be described in two separate subsections.

##### *Respondent/Other firms:*

- Identify any other firms (such as subcontractors and subconsultants) included on the Project Team along with the Respondent and describe the scope of the Respondent and each firm's services and responsibilities during Phase One and Phase Two of the Project.
- Identify the Respondent's Design Professional firm and describe its experience with similar water projects, experience with design-build delivery, depth of resources available for this project and professional licensure. Provide a sworn statement of licensure necessary to perform design and construction work in the State of Kansas.

##### *Key Personnel:*

- Identify all Key Personnel (and firm affiliations) on the Project Team and describe specific responsibilities of key personnel during Phase One and Phase Two of the Project.
- Provide Phase One and Phase Two organizational charts showing the reporting relationships and responsibilities of all Key Personnel of the Respondent and any other firms (and firm affiliations) and describe the Respondent's approach to the management of such Key Personnel.
- Identify the Short-Listed Respondent's field and office principals, supervisors and staff assigned to both phases of the Project. Provide the names, titles, and home office locations for each individual identified including but not limited to pre-construction and construction project manager(s), lead estimator, lead scheduler, procurement lead, QA/QC lead and all other associated personnel necessary to fully meet the Design-Builder's obligations for Phase One services. If the staff varies between phases of the project, Short-Listed Respondent shall provide an explanation why this variance is beneficial to the Owner. Provide a copy of the Short-Listed Respondent's policy for travel and subsistence provided for staff to the Salina Project site.
- Indicate the commitment of all Key Personnel in terms of an estimated percentage of time during each phase of the Project.
- Provide resumes for all Key Personnel in SOQ Part I Appendix B (Resumes). Resumes must be limited to two pages or 1 page front and back per individual and include:
  - Academic and professional qualifications
  - Professional registration (as applicable)
  - Experience as it relates to the Project and to the individual's specified role on the Project



Any change in the firms or Key Personnel included in the SOQ Part I during subsequent steps of the procurement process shall require Owner approval.

#### **4.1.3.5 Item 4 – Experience**

The SOQ Part I Item 4 must describe the performance history and experience of the Project Team on similar projects.

##### *Reference Projects*

The Respondent shall submit descriptions of reference projects to demonstrate relevant design, construction and design-build experience. Respondent shall submit a minimum of 5 reference projects demonstrating relevant design experience and 5 reference projects demonstrating relevant construction experience. Respondents shall also submit a table showing all design-build experience for projects of a similar size and content. Extra consideration will be given to projects wherein respondent team members have worked together previously.

Each project description shall contain at least the following information:

- Name of owner
- Owner reference and contact information
- Role of respondent
- Contract value
- Year started and year completed
- Description of the project showing relevance to this Project
- Firms and Key Personnel from the proposed team that participated in project and are included in this SOQ Part I, along with a clear description of the project role and responsibility of each
- Adherence to project budget including change orders
- Adherence to project schedule including schedule modifications

In addition, a one-page summary table shall be provided to cross-reference the Project Team (firms and Key Personnel) with participation in the reference projects.



## 4.2 RFQ Part II – Submittal of Statement of Qualifications Part II

The following Section sets forth the RFQ Part II submission requirements. The invitation for submission is for only those teams short-listed as part of the RFQ Part I evaluation and selection.

### 4.2.1 Submittal Place and Deadline

**Eight** paper documents (one original and **7 color** copies) and **one** electronic version, on a Flash Drive in PDF format, of the SOQ Part II must be received no later than **3:00 pm** on **Friday, February 10, 2017**, addressed to:

**City Clerk  
Utilities Department  
300 W. Ash, P.O. Box 736  
Salina, KS 67402-0736**

Each Short-Listed Respondent assumes full responsibility for timely delivery of its SOQ Part II at the required location. Any SOQ Part II received after the submittal deadline will be deemed nonresponsive and returned unopened. The delivered packaging containing the SOQ Part II documents must note “SOQ Part II Enclosed - South Well Field and Water Treatment Plant Improvement Project” on its face.

The Draft Progressive Design-Build Contract, described in further detail in Section 4.2.3.4, **must be received at the Confidential Meeting** (January 19 or January 20, 2017).

### 4.2.2 Submission Format

The SOQ Part II must not exceed **30** total pages, excluding the transmittal letter, index or table of contents, front and back covers, title pages/separation tabs, project schedule and appendices. A maximum of **four** of the 30 pages may be 11 x 17-inch tri-fold format. Twelve-point font or larger must be used in SOQ Part II Items 1 through 4 with 1-inch or greater margins.

### 4.2.3 Submission Content

The content requirements set forth in this RFQ Part II represent the minimum content requirements for the SOQ Part II. It is the Short-Listed Respondent’s responsibility to include information in its SOQ Part II to address all aspects of the SOQ submission content in order to accurately and succinctly communicate Short-Listed Respondents understanding and approach to the Project. It is the Short-Listed Respondent’s responsibility to develop such materials so that only directly relevant information is included in the SOQ Part II.

The SOQ Part II must include the following information in the order listed:

- Transmittal Letter
- Item 1 – Executive Summary
- Item 2 – Project Approach



- Item 3 – Draft Progressive Design-Build Contract (**must be received at the Confidential Meeting**)
- Item 4 – Updated SOQ Part I
- Appendix A – Progressive Design-Build Contract Markup (**must be received at the Confidential Meeting**)
- Appendix B – Additional Resumes (if required)
- Appendix C – Forms for Affirmation of Compliance

#### **4.2.3.1 Transmittal Letter**

Short-Listed Respondents must submit a transmittal letter (maximum two pages) on the Short-Listed Respondent's letterhead. It must be signed by a representative of the Short-Listed Respondent who is authorized to sign such material and to commit the Short-Listed Respondent to the obligations contained in the RFQ Part II. The transmittal letter must include the name, address, phone number and e-mail address for the Short-Listed Respondent's Contact and must specify who will be the Design-Builder's signatory to any contract documents executed with the Owner. The transmittal letter may include other information deemed relevant by the Short-Listed Respondent.

#### **4.2.3.2 Item 1 – Executive Summary**

The executive summary (maximum three pages) must include a concise overview of the key elements of the SOQ Part II. The executive summary shall not be used to convey additional information not found elsewhere in the SOQ Part II.

#### **4.2.3.3 Item 2 – Project Approach**

Provide a conceptual description (maximum 25 pages) of the Design-Builder's approach for managing and performing its services during Phase One and Phase Two of the Project. The following items shall be addressed:

- Describe how the baseline cost flow projections and updates will be communicated to the Owner for funding purposes.
- Describe the process for evaluating the treatment options (including lime softening treatment and membrane treatment) and developing the preliminary costs early in the process allowing Owner to choose the option that best fits the Owner's long term needs. Discuss how the design process can continue while the Owner considers the two options, which may take up to three weeks of review time.
- Discuss how a collaborative relationship with the Owner will be established during Phase One design development, scheduling and cost estimating and how changes to the schedule and estimates will be documented and communicated to the Owner.
- Discuss how the design and construction processes will interface including how value analysis and constructability reviews will be performed.

- Discuss how Short-Listed Respondent's project approach incorporates innovative concepts, technology and construction methods, which ensures the Owner receives best value for its capital investment.
- Describe the process for developing and maintaining a dynamic cost model to be used to ensure compliance with the Owner's Project Budget.
- Identify the work components critical to the Project's success and how these components will be achieved.
- Explain the Short-Listed Respondent's approach for achieving the MBE/WBE goals established for the Project.
- Describe the process for developing the GMP proposal and how contingency is calculated and managed.
- Identify key risks and discuss how they are managed and mitigated across all phases of the Project.
- Describe the approach to project safety and how this approach considers the Short-Listed Respondent personnel, subconsultants, subcontractors, Owner staff and the public.
- Describe the approach to ensuring quality in the design and construction phases of the Project, how quality will be measured and how the approach integrates the Short-Listed Respondent personnel, subconsultants, subcontractors and Owner staff.
- Prepare and present a Project schedule in detail sufficient for Short-Listed Respondent to identify the critical path through the Project and how conformance with the planned substantial and final completion dates will be achieved.
- Describe construction execution plan including subcontract plan and self perform expectations.
- Describe how any self perform components of the Project are competitive and transparent.

#### **4.2.3.4 Item 3 – Progressive Design-Build Contract Markup**

The SOQ Part II must include in Appendix A (Progressive Design-Build Contract Markup) a detailed redline markup of the Draft Progressive Design-Build Contract, including its attachments, setting forth any and all revisions requested by the Short-Listed Respondent. Although it is likely that the Owner will undertake negotiations of the Progressive Design-Build Contract, the Progressive Design-Build Contract Markup will be treated as a *de facto* offer that the Owner can accept as is, resulting in a binding contract between the Design-Builder and Owner without further negotiations or revision.

Item 3 of the SOQ Part II (maximum 2 pages) must describe the significant revisions included in Appendix A (Progressive Design-Build Contract Markup) and explain the rationale for such revisions and the associated benefits to the Owner. Short-Listed Respondents are encouraged to suggest revisions that will more efficiently allocate risk, improve the parties' understanding of



risk allocation, and improve clarity of any terms of the Draft Progressive Design-Build Contract where ambiguities or uncertainties may arise in the application or interpretation.

The Owner is not obligated to accept any of the requested exceptions, modifications, additions, etc. submitted by the Short-Listed Respondent in the Progressive Design-Build Contract Markup when negotiating and finalizing the Progressive Design-Build Contract. Furthermore, the Owner may request additional revisions during negotiations and before finalizing the Progressive Design-Build Contract.

The Owner expects that this review and comment process will substantially reduce the need for extensive post-selection negotiation.

**Eight** paper documents (**8 color** copies) and **one** electronic version, on a Flash Drive in PDF format, of the SOQ Part II Item 3 and Appendix A must be received **at the Confidential Meeting** (January 19 or January 20, 2017).

The delivered packaging containing the SOQ Part II Item 3 and Appendix A must note "SOQ Part II Item 3 and Appendix A Enclosed - South Well Field and Water Treatment Plant Improvement Project" on its face.

#### ***4.2.3.5 Item 4 - Modifications or Updates Required for SOQ Part I***

The SOQ Part II Item 4 (maximum one page) confirms that the statement of qualifications (SOQ) submitted in response to the RFQ Part I is incorporated as part of the SOQ Part II; it shall include narrative explaining any proposed changes to the SOQ Part I. SOQ Part II Appendix B (Resumes) shall include resumes for any additional or new personnel that may be proposed. Any such changes to the SOQs, however, are subject to acceptance or rejection by the Owner, at its sole discretion.



## 5 Evaluation and Selection

### 5.1 RFQ Part I – SOQ Part I Evaluation and Shortlisting

The following Section sets forth the RFQ Part I evaluation and selection criteria. The Owner will evaluate the SOQs received from any Design-Build teams interested in design and construction services for this Progressive Design-Build Project.

#### 5.1.1 General

The SOQ Part I will be reviewed and evaluated by the Owner’s selection committee (with assistance provided by outside advisors if desired by Owner) according to the requirements and criteria outlined in this Section 5. During the SOQ Part I evaluation process, written questions or requests for clarifications may be submitted to one or more Respondents regarding its SOQ or related matters. Failure to respond in a timely manner to any such questions or requests may be grounds for elimination of the Respondent from further consideration.

#### 5.1.2 Responsiveness

Each SOQ Part I will be reviewed to determine whether it is responsive to the RFQ Part I. Failure to comply with the requirements of this RFQ Part I may result in an SOQ Part I being rejected as nonresponsive. At its sole discretion, however, the selection committee may waive any such failure to meet a requirement of this RFQ Part I and may request clarification or additional information to remedy a failure.

#### 5.1.3 Minimum Qualification Requirements

Each responsive SOQ Part I will be reviewed to determine whether it meets the Minimum Qualification Requirements outlined in this subsection. At its sole discretion, the selection committee may waive any failure to satisfy such requirements and may request clarification or additional information to address any questions that may arise in this regard. Any SOQ Part I that does not satisfy all the Minimum Qualification Requirements may be rejected.

- **Performance bond.** Ability of the Design-Builder to provide a design-build performance bond in the amount of \$32 million.
- **Material adverse condition.** The Design-Builder must not be subject to a material adverse condition, such as pending litigation, insufficient liquidity, weak operating net income or cash flow, or excessive leverage, that gives rise to reasonable doubt concerning its ability to continue to operate as an ongoing concern, to provide performance bonds or insurance, or to maintain sufficient financial strength to undertake and successfully complete the Project and to mitigate/absorb Project risks.
- **Licensing and registration.** The Respondent and each firm must be licensed in Kansas for the type of work to be performed. The Respondent’s Designer must include in responsible charge an engineer registered in Kansas and each engineer and architect that is identified in a discipline or task lead must be registered in Kansas.
- **Design experience.** Within the past 15 years, the Respondent’s Designer must have successfully completed the design of at least five (5) Water Treatment Facility projects



for municipal clients in the United States of a similar size and complexity as the City of Salina Project. At least three (3) of the five (5) projects must include groundwater as a source.

- **Construction experience.** Within the past 15 years, the Respondent’s Builder must have successfully completed the construction of at least five (5) Water Treatment Facility projects for municipal clients in the United States of a similar size and complexity as the City of Salina Project.
- **Design-build experience.** The Respondent’s Designer and Builder shall list all Water Utility Infrastructure projects for municipal clients in the United States of a similar size and complexity as the City of Salina project utilizing design-build procurement successfully completed within the past 15 years. Extra consideration will be given to projects wherein respondent team members utilized BIM project deliverables.
- **Safety record.** The Respondent’s Builder must have achieved an experience modification rate (EMR) of not greater than 0.85 for the current and past two years.
- **Obligation to Keep Project Team Intact.** Respondents of all firms and Key Personnel identified in the SOQ shall remain on the Project Team for the duration of the procurement process and execution of the Project (see Section 6.6).

**5.1.4 Comparative Evaluation Criteria – SOQ Part I**

The selection committee will evaluate and rank the responsive SOQ Part I that satisfy the Minimum Qualification Requirements by applying the weighted comparative evaluation criteria set forth below to generate a short list of no more than three Respondents. Financial condition is evaluated on a pass/fail basis as part of the Minimum Qualification Requirements.

**Evaluation Criteria Scoring**

- Respondent’s Team including:
  - Identification of Project Team (including key personnel, subcontractors and/or subconsultants) and proximity of office locations of key personnel relative to the City of Salina 10%
  - Phase One and Phase Two organizational structure 5%
  - Commitment of key resources 5%
  - Commitment to keep Project Team intact 5%
  - Understanding and experience with the Progressive Design Build Method 5%
  - Experience providing BIM project deliverables 2%
- Respondent Team’s experience and capabilities:
  - Qualifications, experience, and abilities of Key Personnel 10%
  - Identification of Water Treatment Facility Projects with successfully completed design 10%
  - Identification of Water Treatment Facility Projects with groundwater as a source with successfully completed design 3%



- Identification of Water Treatment Facility Projects with successfully completed construction 10%
- Identification of Water Utility Infrastructure Projects utilizing design-build 10%
- Project budget and schedule adherence on successfully completed Water Treatment Facility Projects identified in SOQ Part I 5%
- Providing design, construction or design build services for lime softening and/or membrane Water Treatment Facilities 5%
- Designer and Builder working together on previous projects 5%
- Permitting experience in the State of Kansas for water utilities 5%
- Safety record, including the EMR for the last 5 years 5%
- Financial strength of the Respondent including: Pass/Fail
  - Current Bonding capacity and current available capacity
  - Insurance
  - Tangible net worth/ capitalization
  - Material adverse conditions
- Legal/Litigation History for the last 10 years Pass/Fail
- Licensing and Registration in the State of Kansas Pass/Fail
- Respondent's Acknowledgement of RFQ Pass/Fail
- Respondent's Signatory Certification Form Pass/Fail
- Affirmation and certification of compliance with forms (Appendix F) Pass/Fail

In ranking the SOQ Part I, the selection committee will utilize a 100-point scale whereby the maximum points awarded for each of the evaluation criteria will be based on the percentage weight set forth above.

### 5.1.5 Shortlisting of Respondents

After the evaluation process is complete, the Owner will notify Respondents of the rankings. Up to three Respondents will be selected for inclusion in the short list and are, thereby, invited to submit the SOQ Part II as part of the RFQ Part II, as described in Section 5.2.

The Short-listed Respondent's SOQ Part I scores will be weighted as 35% of the overall score for final selection.

## 5.2 RFQ Part II – SOQ Part II Evaluation and Selection

The following Section sets forth the RFQ Part II evaluation and selection criteria. The Owner will evaluate the SOQ Part II responses and interviews from only those short-listed firms identified as part of the RFQ Part I evaluation and selection.

### 5.2.1 General

The SOQ Part II will be reviewed and evaluated by the Owner's selection committee (with assistance provided by outside advisors if desired by Owner) according to the requirements and



criteria outlined in this Section 5. During the SOQ Part II evaluation process, written questions or requests for clarifications may be submitted to one or more Short-Listed Respondents regarding its SOQ or related matters. Failure to respond in a timely manner to any such questions or requests may be grounds for elimination of the Short-Listed Respondent from further consideration. In addition, the Owner will require that all Short-Listed Respondents participate in interviews.

**5.2.2 Responsiveness**

Each SOQ Part II will be reviewed to determine whether it is responsive to the RFQ Part II. Failure to comply with the requirements of this RFQ Part II may result in a SOQ Part II being rejected as nonresponsive. At its sole discretion, however, the selection committee may waive any such failure to meet a requirement of this RFQ Part II and may request clarification or additional information to remedy a failure.

**5.2.3 Comparative Evaluation Criteria – SOQ Part II**

The selection committee will evaluate and rank responsive SOQ Part II by applying the weighted comparative evaluation criteria set forth below.

**Evaluation Criteria for SOQ Part II Response and Interview Scoring**

- Respondent’s Project Approach:
  - Identification of Project Schedule with critical path including demonstration of early contractor involvement 10%
  - Evaluation of process options and development of preliminary costs 10%
  - Identification of baseline cost flow projection method 5%
  - Identification of development method of GMP proposal 15%
  - Identification of how contingency will be calculated and managed 5%
  - Ability to ensure quality design and construction phases including quality measurement practices and integration with Owner, Owner’s Representative and Design-Build Team 10%
  - Ability to collaborate with and communicate changes to Owner on design development, scheduling, and cost estimating 10%
  - Ability to manage key risks including identification of mitigation strategies 10%
  - Identification of value engineering and constructability review methods 10%
  - Ability to incorporate innovative concepts, technology and construction methods 5%
  - Ability to meet MBE/WBE Participation Goal 5%
  - Identification of work to be self performed versus work to be sub-contracted in the form of a project execution plan 5%
- Acknowledge review of Progressive Design-Build Contract and/or markup Pass/Fail
- Short-Listed Respondent’s Signatory Certification Form Pass/Fail



In ranking the SOQ Part II, the selection committee will utilize a 100-point scale whereby the maximum points awarded for each of the evaluation criteria will be based on the percentage weight set forth above.

The Short-listed Respondent's SOQ Part II and Interview score will be weighted as 65% of the overall score for final selection.

#### **5.2.4 Selection and Negotiation**

After the SOQ Part II evaluation process is complete, the Owner will notify the top-ranked Short-Listed Respondent that they have either been selected for contract award on the basis of its Progressive Design-Build Contract Markup or offered the opportunity to negotiate the final terms of the Progressive Design-Build Contract. However, if the Owner determines (at its sole discretion) that the top-ranked Short-Listed Respondent's Progressive Design-Build Contract Markup may require protracted negotiations, the Owner may choose to either select or negotiate with the next-ranked Short-Listed Respondent. If negotiations with any selected Short-Listed Respondent are not successful, the Owner may either select the next-ranked Short-Listed Respondent for award on the basis of its Progressive Design-Build Contract Markup or offer it the opportunity to negotiate the final terms of the Progressive Design-Build Contract (and so on for lower-ranked Short-Listed Respondents).



## 6 Conditions for Respondents

### 6.1 Owner Authority

Owner is a Municipality in the State of Kansas created under Kansas state law. The procurement process for this Project is authorized under applicable law.

### 6.2 Ineligible Firms and Individuals

The following firms and individuals are serving in an advisory capacity to the Owner for this Project and are therefore not eligible to assist or participate with any Respondent that submits an SOQ Part I or a Short-Listed Respondent that submits an SOQ Part II for the Project.

HDR Engineering, Inc.  
HDR Constructors, Inc.

### 6.3 Conflict of Interest

The State of Kansas statutes mandate the public disclosure of certain information concerning persons doing business or seeking to do business with the Owner, including affiliations and business and financial relationships such persons may have with Owner officers.

### 6.4 Proprietary Information

All materials submitted to the Owner become public property and are subject to the City of Salina Policies. If the SOQ Part I or SOQ Part II contains proprietary information that the Respondent does not want disclosed, each page containing such information must be identified and marked "PROPRIETARY" at the time of submittal. Owner will, to the extent provided by law, maintain the confidentiality of and endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Owner. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request. Respondents shall not be permitted to mark the entire SOQ Part I or SOQ Part II as proprietary.

### 6.5 Rights of the Owner

In connection with this procurement process, including the receipt and evaluation of SOQs, Owner reserves to itself (at its sole discretion) all rights available to it under applicable law, including without limitation, with or without cause and with or without notice, the right to:

- Cancel, withdraw, postpone, or extend this RFQ, in whole or in part, at any time, without incurring any obligations or liabilities
- Modify the procurement schedule
- Waive deficiencies, informalities and irregularities in an SOQ and accept and review a non-conforming SOQ
- Suspend and terminate the procurement process or terminate evaluations of SOQs received



- Allow corrections to data submitted with any SOQ
- Hold meetings and interviews, and conduct discussions and correspondence, with one or more of the Respondents to seek an improved understanding of any information contained in an SOQ
- Seek or obtain, from any source, data that has the potential to improve the understanding and evaluation of the SOQs
- Seek clarification from any Respondent to fully understand information provided in the SOQ and to help evaluate and rank the Respondents/Short-Listed Respondents
- Reject an SOQ containing exceptions, additions, qualifications or conditions not called for in the RFQ or otherwise not acceptable to the Owner
- Conduct an independent investigation of any information, including prior experience, identified in an SOQ by contacting project references, accessing public information, contacting independent parties, or any other means
- Request additional information from a Respondent during the evaluation of the SOQ

## 6.6 Obligation to Keep Project Team Intact

Respondents are advised that all firms and Key Personnel identified in the SOQs shall remain on the Project Team for the duration of the procurement process and execution of the Project through start-up. (The anticipated dates for award of the Progressive Design-Build Contract and for completion of the Project are set forth in Section 2.3 of this RFQ.) If extraordinary circumstances require a change, it must be submitted in writing to the Owner and Owner's Representative discretion, will determine whether to authorize a change, recognizing that certain circumstances (such as termination of employment) may occur that are beyond the Design-Builder's control. Unauthorized changes to the Project Team at any time during the procurement process may result in elimination of the Respondent from further consideration. Any change must be submitted in writing for review and approval by the City set forth in this RFQ.

## 6.7 Addenda

If any revisions to the RFQ or procurement process become necessary or desirable (at the Owner's sole discretion), the Owner may issue written addenda. **The Owner will transmit addenda to potential Respondents who have notified the Owner that they are a potential Respondent.** The Owner will post all addenda on the Owner Project website at the following address: <http://salina-ks.gov/bids>. **It is Respondent's responsibility to obtain all addenda prior to submitting SOQs.**



## 7 Progressive Design-Build Services

### 7.1 General

As noted in Section 1 and further detailed in Attachment C (Scope of Design-Builder Services), the Design-Builder will provide services in two phases.

Phase One services consist of preliminary engineering, geotechnical investigations, design development, and preparation of a proposed guaranteed maximum price and schedule in close collaboration with the Owner. The proposed price and schedule include the design documents (developed to 90% level of completion), milestone cost estimates, open-book bids from equipment vendors and subcontractors, final construction schedule, and the GMP at or below the Project Budget. Phase Two services consist of completing the Project's design, construction, performance testing and close-out/turnover. Applicable permitting activities are included in each Phase.

Respondents should note that if the Owner determines (at its sole discretion) that the GMP proposed by Design Builder does not accurately reflect the scope of work to be contracted or the schedule included in this document, they may choose to NOT continue to Phase Two with Design Builder. If such a determination is made, Design Builder will forward all contracted design deliverables and the Design Build contract will be terminated.

Phase One Services:

- Develop the Project execution plan including Project schedule.
- Produce the Basis of Design Report (BODR).
- Develop the engineering design (including preparing and submitting intermediate design review packages) and value-engineering activities in collaboration with Owner.
- Prepare a Project cost model and provide detailed cost estimates as the design and design alternatives are advanced. At a minimum cost estimates shall be provided at BODR, 30%, 60%, and 90% milestones.
- Develop a proposal to complete Phase Two services.
- Perform engineering studies (such as subsurface investigations, pilot studies, and raw water analyses) to support design and cost estimating.
- Identify Project permitting requirements and initiate necessary permitting activities.

Phase Two Services:

- Complete the final design including development of a detailed start-up and commissioning plan.
- Procure equipment and subcontractors
- Secure necessary permits



- Construct the Project
- Conduct startup, commissioning and performance testing
- Provide operator training
- Provide warranty coverage
- Provide close-out and turnover

## 7.2 Roles and Responsibilities

**Owner:** The Owner will cooperate with the Design-Builder and will fulfill its responsibilities in a timely manner to facilitate the Design-Builder's timely and efficient performance of services.

Owner responsibilities include:

- Review submittals and provide comments to Design-Builder.
- Furnish existing studies and provide data and information regarding the Project, including record drawings of the WTP that are available, preliminary studies, and the Feasibility Study for the proposed project.
- Provide funding up to \$32 million.
- Provide access to the Project site and any necessary easements
- Obtain the governmental approvals and permits Owner is responsible for, and assist Design-Builder in obtaining governmental approvals and permits Design-Builder is responsible for.
- Provide data (raw water quality and expected finished water quality) to support Project start-up and performance testing.

**Owner's Representative:** The Owner's Representative will cooperate with the Owner and the Design-Builder and will fulfill its responsibilities in a timely manner to facilitate the Design-Builder's timely and efficient performance of services. Owner's Representative responsibilities include:

- Develop more detailed design criteria related to the well field, water treatment plan, and raw water transmission, distribution system connection and sanitary force main.
- Provide City Commission Updates through procurement and design phase.
- Review Basis of Design Report, design submittals, and GMP proposal.
- Develop independent cost estimates to compare to Design-Builder's cost estimates.
- Monitor and assist Design-Builder in obtaining governmental approvals and permits Design-Builder is responsible for.

**Design-Builder:** The Design-Builder will cooperate with the Owner and will provide in accordance with the Contract Documents the Phase One and Phase Two services necessary to complete the Project scope specified in this RFQ. Design-Builder responsibilities include, but are not limited to:

- Implement Project health and safety practices.



- Prepare design and construction documents.
- Provide anticipated cash flow projections to Owner for Project funding expectations.
- Supervise subcontractors and Design-Builder personnel during Construction of all facilities.
- Obtain governmental approvals and permits.
- Maintain site security.
- Develop a start-up plan.
- Conduct and be responsible for performance testing.
- Implement quality-management procedures.
- Be responsible for warranty management and completion.

The roles and responsibilities of the Owner and the Design-Builder are more fully described in Attachment D (Draft Progressive Design-Build Contract).



## Attachment A – 2016 Feasibility Study

*Feasibility Study is preliminary and is provided as reference only. It is in the process of being updated and will be issued in the near future.*

The 2016 Feasibility Study can be found on the City's website at the following address:

[http://www.salina-ks.gov/filestorage/18184/18599/19629/26465/South\\_Well\\_Field\\_and\\_Water\\_Treatment\\_Plant\\_Feasibility\\_Study\\_Final\\_Report.pdf](http://www.salina-ks.gov/filestorage/18184/18599/19629/26465/South_Well_Field_and_Water_Treatment_Plant_Feasibility_Study_Final_Report.pdf)



## Attachment B – Definition of Terms

The definitions of some of the capitalized terms used in this RFQ are presented below:

**Builder** – The Design-Builder or other firm (such as a subcontractor or joint venture partner) that will provide construction services and have responsible charge of construction of the Project.

**Designer** – The Design-Builder or other firm (such as a subconsultant or joint venture partner) that will provide professional design services and have responsible charge of the design, including preparation of the construction documents.

**Design-Builder** – The entity that will enter into the Progressive Design-Build Contract with the Owner and that will be the single point of accountability to the Owner for delivering the services and the Project.

**Draft Progressive Design-Build Contract** – The draft contract, including the agreement and all of its attachments, presented as RFQ Attachment D (Draft Progressive Design-Build Contract).

**Key Personnel** – The individuals, employed by Design-Builder or other firm included on the Project Team, who will fill certain key roles in delivery of the Project and related services by the Design-Builder, including the following positions: Design-Build project manager, safety manager, design manager, lead discipline engineers, construction manager, QA/QC manager, lead estimator, procurement manager, lead scheduler, and commissioning and start manager.

**Material** – As it relates to financial condition is defined as a severe decline in profitability and/or the possibility that the Respondent business operations and/or financial position may be seriously compromised.

**Minimum Qualification Requirements** – The requirements set forth in Subsection 5.1.3 of this RFQ that, at a minimum, must be satisfied (or waived by the Owner) in order for the SOQ Part I to be evaluated and ranked according to the comparative evaluation criteria. The requirements set forth in Subsection 5.2.3 of this RFQ that, at a minimum, must be satisfied (or waived by the Owner) in order for the SOQ Part II to be evaluated and ranked according to the comparative evaluation criteria.

**Ninety (90) Percent Design** – Design documents prepared to a level of completion whereby all required systems, equipment, controls and componentry to be incorporated into the Project are adequately represented in the documents and design development is near completion except for the final QA/QC review and approval.

**Owner** – City of Salina, Kansas

**Owner Contact** – Staff contact for City of Salina, Kansas



**Owner's Representative** – A third party hired by the Owner to represent them during the project. For the purposes of this Project the Owner's Representative is HDR Engineering, Inc.

**Phase One** – 90% design, as defined in Attachment C (Scope of Design-Builder Services), and a Guaranteed Maximum Price (GMP) proposal.

**Phase Two** – Complete design, construction and post-construction tasks, including performance testing, startup commissioning and operator training and support (if the GMP is approved by the Owner in Phase One).

**Project** – Salina South Well Field and Water Treatment Plant Improvement Project

**Project Team** – The Design-Builder, Key Personnel and any additional firms (such as subcontractors and subconsultants) included in the SOQ Part I or updated SOQ Part I.

**Respondent** – The entity responding to RFQ Part I by submitting an SOQ Part I.

**RFQ** – Request for Qualifications

**Short-Listed Respondent** – The entity responding to RFQ Part II and submitting an SOQ Part II.

**SOQ** – Statement of Qualifications

## **Attachment C – Scope of Design-Builder Services**

Listed below are typical services the Design-Builder will be expected to be able to perform for the project.

### **General Services Included in Phase One and Phase Two (Preconstruction and Construction) Services shall include:**

1. The preparation, submission and maintenance of a Project Management Plan the Design-Builder shall provide components including: Personnel Plan, Communication Plan, Project Schedule, Cost Estimate Model, Construction Execution Plan, Start-up and Commissioning Plan, Permitting Plan, Quality Management Plan, Environmental Management Plan, Safety Plan, and an Emergency Response Plan.
2. The Design-Builder shall submit a printed copy and an electronic copy (PDF format) of the Project Management Plan to Owner's Representative.
3. A Project Schedule shall include schedule information for the first and second phases of the Project as identified in the Draft Progressive Design-Build contract.
4. Monthly Status reports and schedules shall be provided with payment applications. Status reports shall describe activities performed during reporting period, anticipated activities during the next period and any problems or anticipated issues that will impact Project scope, schedule or budget. The Project Schedule shall be cost loaded and automatically generated by a software package such as Primavera. Provide tracking graphs showing planned vs. actual Project expenditures.
5. The Design-Builder shall conduct weekly teleconferences and monthly in-person meetings with key personnel with the Owner and Owner's Representative to update the Project participants on the design, Project Schedule, constructability review and scope conformance.
6. Coordinate with the Owner's Representative and Owner on all communications with the Kansas Department of Health and Environment.

### **Phase One (Preconstruction) Services will generally include:**

1. Provide Key Personnel Plan and all other associated personnel necessary to fully meet the Design-Builder obligations for Preconstruction Phase Services including but not limited to pre-construction and construction project manager(s), lead estimator, lead scheduler, procurement lead, QA/QC lead and all other associated personnel necessary to fully meet the Design-Builder's obligations for Phase One services.
2. Project Communication Plan that defines methods of communication between all Project participants and review Project expectations.
3. Develop, implement and maintain a quality management plan that assures conformance with the project specifications and the surveillance of design and construction to ensure error-free work.

4. Provide an environmental management plan detailing programs to ensure compliance with permits and regulations applicable to the Project.
5. Participate in one Project kick off meeting for Preconstruction Phase Services including Design-Builders key personnel including the project manager, superintendent(s), quality manager, lead scheduler, safety officer lead estimator and/or procurement specialist.
6. Develop a permitting plan that identifies all construction related permits to be obtained by Design-Builder, any other permits the Owner may desire the Design-Builder to be responsible for managing on its behalf, and other necessary permits identified in the Agreement.
7. Participate in a formal partnering session with key personnel including the project manager, superintendent(s), quality manager, lead scheduler, safety officer lead estimator and/or procurement specialist shall participate in a formal partnering session with the Owner and Owner's Representative.
8. Conduct additional investigations (survey, geotechnical, environmental, etc.) necessary to satisfy design development needs.
9. Produce the Basis of Design Report. As part of this report, include a cost evaluation of the two water treatment options identified in Attachment A and Attachment E of this RFQ, for consideration by Owner. Owner will review and direct Design-Builder for which option to move forward into design. The Owner and Design-Builder shall agree to the Project Budget based on the cost estimates prepared by the Design-Builder for this Report.
10. Design-Builder shall provide a 90% Design Package with intermediate Design Packages including schematic, 30% and 60%, and 90% design milestones.
11. Attend review workshops at design review milestones with key personnel to provide constructability review and consult on design document clarity and consistency issues in the development of the schematic, 30%, 60%, and 90% design review plans and specifications.
12. Incorporate Owner's Operations and Maintenance staff input into the design and construction of the Project.
13. With Owner's Staff and Owner's Representative, perform on-going value engineering reviews to minimize project cost and maximize operational flexibility and maintainability.
14. Identify, evaluate and propose innovative solutions/alternatives to minimize project cost and schedule.
15. The Design-Builder shall perform detailed construction cost estimates at the BODR, 30%, 60%, and 90% design review milestones and reconcile the cost estimates with the cost estimates prepared by the Owner or Owner's Representative.
16. Prepare and Update Critical Path Method (CPM) project schedules at a monthly basis (at minimum) and at the BODR, 30%, 60%, and 90% design review milestones; reconcile the schedules with the schedules prepared by the Owner or Owner's Representative.



17. Develop and maintain a project cost estimate model that will be used during Phase One services to validate conformance with the Project budget.
18. Identify gaps and provide potential adjustments and/or recommendations to resolve gaps in writing if there is a budget or schedule disagreement between the estimate prepared by the Design-Builder and the estimate prepared by the Owner or Owner's Representative.
19. Identify long-lead equipment procurement needs.
20. Prepare the Bids/Proposals packages for the elements of the Work which must incorporate the requirements of the Contract.
21. Develop a Procurement and Buyout plan which maximizes competitive bidding by subcontractors, equipment vendors and suppliers.
22. Develop and submit recommendations for the award of the subcontracts to construct the Project.
23. Clearly identify Work packages that the Design-Builder intends to bid with the intent to self perform the Work in the Procurement Plan.
24. Under the relevant state laws, solicit and publicly conduct trade contractor or subcontractor bidding and proposals for all major elements of the construction work estimated at greater than \$15,000, and for material suppliers for the Project, unless incorporated above or otherwise exempted.
25. Prepare a detailed Guaranteed Maximum Price (GMP) proposal (including line item cost breakdowns for self-performed work, subcontracted work, contingency and allowances). GMP proposal shall also include a detailed CPM schedule, estimated cash flow curve, and description of assumptions, clarifications, exclusions and qualifications. The GMP proposal shall with conditions, assumptions, and contingency) to be presented and negotiated in an open book manner with the Owner and Owner's Representative.
26. Attend a GMP negotiation and finalization meeting to present and review the completion of the GMP proposal to the Project participants, negotiation session to review the revised GMP from the original session.
27. Reconcile all survey datum from flood elevations (100 year and 500 year), previous plans, existing structures, and new improvements with NAVD 88 Datum.

**Phase 2 (Construction) Services will generally include the following:**

1. Prepare design documents to be utilized for construction of the Project.
2. Establish a project office conference room from repurposed existing or mobile facilities with space sufficient for Design-Builder, Owner, Owner's Representative and major subcontractor personnel.
3. Develop a construction emergency response plan.
4. Prepare and submit a construction site safety plan.
5. Participate in one Project kick off meeting for Construction Phase Services.



6. Perform construction of the Work in strict accordance with all applicable Contract Documents.
7. Coordinate and manage the Work that includes all required appurtenances, necessary site improvements, and all other work required to make a complete and operable system within the Guaranteed Maximum Price and within the allowable contract time.
8. Coordinate with various local and state agencies, as necessary.
9. Provide Performance Bond and Payment Bond (s) as required by contract.
10. Implement the construction site safety plan to provide a safe working site for the Project, maintain, update and implement as needed the emergency response plan.
11. Develop and implement performance testing for the Project.
12. Conduct a pre-construction meeting with all the contractors and sub-contractors performing major elements of the work prior to the start of work activities.
13. Construct the Project.
14. Obtain all necessary construction permits including but not limited to City of Salina and the Kansas Department of Health and Environment.
15. Establish and implement procedures to track, expedite and process all submittals, change orders, and requests for information. Once a submittal is approved, as noted or otherwise, a copy will be provided to the Owner and Owner's Representative.
16. Maintain, monitor and update the Critical Path Method schedule prepared during the preconstruction phase and prepare three week look-ahead work schedules consistent with the overall schedule.
17. Conduct monthly progress meetings with the Owner Staff and Owner's Representative and provide written monthly progress report and updated schedule.
18. Maintain current hard copies of Project Submittals and record drawings, including all subcontracted work, and submit monthly in hard copy, PDF and electronic format.
19. Develop, implement and manage a commissioning, start-up and testing plan suitable for Project acceptance and use.
20. Develop and submit electronic Operation and Maintenance Manuals.
21. Supervise and manage the warranties provided to the Owner for the equipment and construction work; and perform warranty work during the warranty period.
22. Implement close out procedures.



## **Attachment D – Draft Progressive Design-Build Contract**

(To be added by addendum for short-listed parties)



## **Attachment E – Project Technical Requirements**

(To be added by addendum for short-listed parties)



## **Attachment F – Forms for Affirmation of Compliance**

Appointment of Process Agent

KDHE Design Build Pre-Award Checklist

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**SECTION 00661**  
**APPOINTMENT OF PROCESS AGENT**

Of \_\_\_\_\_ as CONTRACTOR, having entered into written agreement, dated \_\_\_\_\_, for construction of certain public work described as \_\_\_\_\_

For \_\_\_\_\_, OWNER, does hereby appoint \_\_\_\_\_

Whose address is \_\_\_\_\_ County, Kansas,

As process agent, in compliance with the requisites of Section 16-113, General Statues of Kansas, as amended.

Duly executed this \_\_\_\_\_ day of , \_\_\_\_\_ 20\_\_\_\_\_.

CONTRACTOR \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

Note: Any Contractor awarded the foregoing agreement who is an individual, partnership, or unincorporated association and who is not a resident of the State of Kansas, shall execute this document in five copies, all considered as originals. Contractor shall file one copy with the Clerk of the District Court of the County in which the work is to be performed.

**END OF SECTION**

## DESIGN BUILD PRE-AWARD CHECKLIST

KPWSLF or KWPCRLF Project #:

Municipality:

Date:

Subject: Design Build Contract Documents Review Checklist

Contract Title:

The following documents are enclosed for review and approval prior to awarding of the contract(s):

- Evaluation Summary of Procurement Process
- Proposal recipient wishes to accept
- Recipient recommendation of award
- Any addenda not previously submitted and design builder acknowledgment of all addenda
- State of Kansas Act Against Discrimination certification form
- Demonstration of Compliance with DBE Good Faith Efforts Worksheet (or equivalent)
- EPA Form 6100-3 (DBE Subcontractor Performance Form)
- EPA Form 6100-4 (DBE Subcontractor Utilization Form)
- Certification Regarding American Iron and Steel
- Certification Regarding Lobbying
- Copy of Davis Bacon Wage Rate Determination used in the Contract Documents (if not included in Addenda)
- Certification as to Title of Project Site
- Applicant Assurance with Respect to Acquisition of Real Property

The proposal(s) expire \_\_\_\_\_.

Date

For additional information contact:

Name:

Address:

Phone No.

\_\_\_\_\_  
Signature of Municipality Official

APPLICANT ASSURANCE WITH RESPECT TO ACQUISITION  
OF REAL PROPERTY INCLUDING EASEMENTS

FOR KANSAS PUBLIC WATER SUPPLY  
LOAN FUND PROJECTS

Please check the appropriate spaces(s) and provide any appropriate explanation.

I hereby certify that with reference to Project No. \_\_\_\_\_:

\_\_\_\_\_ All necessary real property has been acquired and Certificate as to  
Title to Project Site is attached.

\_\_\_\_\_ Bonafide options have been taken on all necessary real property.

\_\_\_\_\_ Formal condemnation proceedings have been initiated for  
necessary real property.

\_\_\_\_\_  
Authorized Representative of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Legal Name of Applicant

CERTIFICATION AS TO TITLE TO PROJECT SITE

Project No.: \_\_\_\_\_

I \_\_\_\_\_, Attorney at Law representing \_\_\_\_\_, as title counsel, do hereby certify:

1. That I have investigated and ascertained the location of, and am familiar with the legal description of the site or sites being provided by the Applicant for all elements (including intakes, public water supply wells and their protective  $\geq 100$  ft radius, pumping facilities, booster stations, distribution lines, storage facilities, treatment plants, and related appurtenances) of the Kansas Public Water Supply Loan Fund (KPWSLF) Project No. \_\_\_\_\_, to be constructed and maintained in and upon such site or sites.

2. That, if not previously submitted, I am attaching a legal description of the site or sites on which the project is to be constructed. (Descriptions of rights of way and easements for water lines are not required, but such rights of way and easements are covered by this title opinion.)

3. That I have examined the deed records of the county or counties in which such project is to be located and, in my opinion, the applicant has a legal and valid fee simple title to the site of the project, including necessary easements and rights of way; or such other interest, less than fee simple and fully described below, including terms as to duration or termination, sufficient to assure undisturbed use and possession for the purpose of construction and operation of the project; and in the case of projects serving more than one municipality, that the participating communities have such interests or rights sufficient to assure their undisturbed utilization of the project.

4. Acquisition of site and/or easements complied with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (49 CFR Part 24). Place a checkmark in the box beside as many of the following statements as are appropriate. At least one statement must be checked; it is possible that all four statements could be applicable. You must be able to certify to B. if the statements in A., C. and/or D. do not apply to all acquisitions for the project.

\_\_\_\_A. Property was acquired prior to the project being designated as a Kansas Public Water Supply Loan Fund project AND the original intent of the acquisition was not for the project, in my opinion compliance with the Uniform Relocation Assistance and Real Properties Policies Act does not apply.

\_\_\_\_B. Property was appraised by a qualified appraiser in accordance with nationally recognized appraisal standards; review appraisal was conducted, also by a qualified individual; and both were performed prior to initiation of negotiations;

\_\_\_\_C. Certain parcels and/or easements were donated; and the donor, after being fully informed of their rights under the Uniform Relocation Assistance and Real Property Acquisition Policy Act, waived their right to appraisal; and said waivers are on file with the municipality;

\_\_\_\_D. Certain parcels and/or easements were, based on a review of available data, determined to have a fair market value of \$10,000 or less; and therefore no appraisals were conducted for those properties.

5. That any deeds or documents required to be recorded in order to protect the title of the owner and the interest of the applicant have been duly recorded wherever necessary.

6. Remarks:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Attorney at Law

\_\_\_\_\_  
Address

\_\_\_\_\_  
City and State