

REQUEST FOR QUALIFICATIONS
FIXED PRICE DESIGN-BUILD



Interior Drainage Stormwater Pump Station Project
RFQ2019-05

RESPONSE DUE DATE

JANUARY 25, 2019

4:00 P.M.

CENTRAL STANDARD TIME

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Section 1. Background

1.1 Introduction

This Request for Qualifications (RFQ) for the Interior Drainage Stormwater Pump Station Project (Project) invites statements of qualifications (SOQs) according to the requirements set forth in this RFQ, including the format and content guidelines in Section 5. City of St. Joseph (Owner) will review and evaluate the SOQs and generate a short list of up to two (2) Respondents, as described in Section 6. Owner intends to issue a Request for Proposals (RFP) to the short-listed Respondents and to select a Proposer to award, or enter into negotiations for award of the Fixed-Price Design-Build Contract.

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 at <https://www.stjoemo.org/bids.aspx/>. **It is each Respondent's responsibility to obtain all RFQ addenda prior to submitting its SOQ.**

In no event will the Owner be liable for any costs incurred by any Respondent or any other party in developing or submitting an SOQ.

The capitalized terms in this RFQ have the meanings as first used in the text of this RFQ and as defined in Attachment A (Definition of Terms).

1.2 RFQ Organization

This RFQ consists of seven Sections and five Attachments:

- Section 1: Background
- Section 2: Project Overview
- Section 3: Fixed-Price Design-Build Services
- Section 4: Procurement Process
- Section 5: SOQ Submission Requirements
- Section 6: SOQ Evaluation and Selection
- Section 7: Conditions for Respondents
- Attachment A: Definition of Terms
- Attachment B: Project Technical Requirements
- Attachment C: Project Background Documents

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

Certain Project background documents are being made available as Attachment B (Project Technical Requirements) and Attachment C (Project Background Documents) for the purpose of preparing SOQs. The Owner is providing these documents only for the purpose of obtaining SOQs for the Project and does

not confer a license or grant for any other use.

1.3 Owner's Objectives

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

- **Cost:** Achieve budget capital cost.
- **Schedule:** Achieve the scheduled completion date of **December 2019** for design, construction, and performance testing of the Project.
- **Safety:** Implement an effective safety program incorporating best industry practices including the US Army Corps of Engineers (USACE) requirements as outlined in Attachment B (Technical Requirements).

By selecting the fixed-price design-build delivery method for the Project, the Owner is committing to work in close collaboration with the Design-Builder to achieve the Project objectives. The design-build project procurement procedures are being completed in accordance with the 2017 Missouri Revised Statutes, Section 67.5060 for the use of design-build contracts.

Section 2. Project Overview

2.1 Project Scope

In general, the Project will consist of the following:

- Site Improvements
 - Missouri Avenue Stormwater Sewer Tie in
 - Storm sewer extension
 - Stormwater Forcemain and Headwall
 - New outfall or tie in to existing outfall
- Pump Station Sump and permanent station piping
 - Wet well
 - Pump Protection Screens/Grinding
- Pump Staging Area
- Surveillance and Monitoring

Site Improvements will include improvements to the levee road on the MRLS 455 levee. There will also be additions to the existing storm sewer to convey storm flow during gate well closures to the pump station. Site work will have to be coordinated with the USACE.

The Missouri Avenue Stormwater Sewer tie-in will be required to convey flow to the pump station either by way of a junction structure or by replacement of a pipe section with fabricated tee.

The pump station will consist of a sump/wet well that the pumps can draw from. The sump should include some form of pump protection either screening or grinding. The station will incorporate a soil retaining structure to allow for a level pump staging area.

A new forcemain will be constructed over the top of the levee inside of new fill that will parallel the existing WPF effluent forcemain.

The Project scope, design standards, and performance requirements are described in greater detail in Attachment B (Project Technical Requirements).

2.2 Project Cost and Funding

Short-listed Respondents will submit Proposals, each of which will include a Cost Proposal. The Cost Proposal will not include Owner's other Project costs, such as professional advisory services, property or access rights, site investigations, environmental studies, certain governmental approvals, taxes, or any other identified Project costs. The Owner intends to use existing 2018 bond funding to provide the capital

funding needed for the Project. The Owner's Design-Build contract budget for the project is \$4,995,000.

2.3 Project Schedule

As indicated in Section 4, it is anticipated that the Fixed-Price Design-Build Contract will be executed on or about **April 4, 2019**. The design, permitting, construction, and performance testing of the completed Project are expected to be completed no later than **December 2019**. The USACE is currently raising the levee immediately adjacent to the Project site. The anticipated completion of the USACE work is **October 25, 2019**.

All necessary permits shall be submitted within two (2) weeks following execution of the Design Build contract for this Project. Following submission of the necessary permits, any agency delays beyond the time allowed for agency approval presented in Table 3-1 in Attachment B (Project Technical Requirements), may require a final adjustment to the schedule presented above.

Section 3. Fixed-Price Design-Build Services

3.1 General

As noted in Section 1, the Design-Builder will provide the following services.

- Develop the Project execution plan, including Project schedule.
- Produce the basis-of-design report.
- Develop the engineering design (including preparing and submitting intermediate design review packages) and value-engineering activities in conjunction with Owner.
- Perform engineering studies (such as subsurface investigations) to support design.
- Secure identified permits.
- Complete the final design.
- Procure materials, equipment, and subcontractors.
- Construct Project.
- Conduct startup, commissioning, and performance testing.
- Provide operator training.
- Provide closeout documentation (as-built drawings, O&M manuals, etc.)
- Provide warranty coverage.

3.2 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 submissions and provide comments to Design-Builder.
- Provide information and provide (or engage Design-Builder to perform) additional studies that may be necessary to complete the Project.
- Provide adequate funding.
- Provide access to the Project site and any necessary easements.
- Owner will be responsible for fees associated with the permit applications.
- Provide necessary data and inputs for Project start-up and performance testing.
- Owner will provide the construction administration services such as periodic site visits, review of shop drawings and pay applications, provide input on disputes, interpret the contract documents, and project administration.

Design-Builder: The Design-Builder will cooperate with the Owner and will provide in a timely manner the services necessary to complete the general Project scope specified in this RFQ. Design-Builder responsibilities include:

- Prepare design and construction documents.
- Supervise subcontractors and Design-Builder personnel.
- Procure materials, equipment, and subcontractors.
- Obtain certain governmental approvals and permits.
- Maintain site security.
- Conduct performance testing.
- Implement quality-management procedures.
- Implement Project health and safety practices.
- Obtain the governmental approvals and permits. Owner will be responsible for costs associated with the permit applications.

Owner's Representative: The Owner's Representative will cooperate with the Owner to assist the Owner in the adherence of the design criteria to the design-build project. The Owner's Representative's responsibilities include:

- Develop project design criteria.
- Develop requests for proposals.
- Evaluate proposals.
- Evaluate the design and construction of the Project for conformance with the design criteria.

The roles and responsibilities of the Owner and the Design-Builder are to be more fully described in the Request for Proposals.

Section 4. Procurement Process

4.1 Acknowledgement of RFQ

Each Respondent should provide the Owner an acknowledgement that it has received the RFQ and is a potential Respondent by **January 4, 2019**. 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 and a copy electronically transmitted to the Owner Contact.

4.2 Communications and Owner Contact

On behalf of the Owner, Jake Fisher, Project Manager, will act as the sole point of contact for this RFQ and shall administer the RFQ process. All communications shall be submitted in writing or by email, and shall specifically reference this RFQ. No oral communications from the Owner Contact or other individual is binding.

All questions or comments should be directed to the Owner Contact as follows:

Jake Fisher, Project Manager
City of St. Joseph, Public Works & Transportation
1100 Fredrick Avenue
St. Joseph, MO 64501
(816) 271-5321
jfisher@stjoemo.com

No contact with Owner staff, board members or any public official concerning the Project during the procurement process is allowed. A violation of this provision may result in disqualification of Respondent.

4.3 Procurement Schedule

The current procurement schedule is as follows:

Advertise RFQ	December 16, 2018
Mandatory Pre-Submittal Meeting & Site Tour	January 10, 2019 10:00 AM
Deadline for Questions	January 17, 2019
Deadline for Responses to be provided	January 22, 2019
Submit SOQ	January 25, 2019 4:00 PM
Short-List Notification/Issue RFP	January 31, 2019

4.4 Pre-Submittal Meeting and Site Tour

Owner will conduct a pre-submittal meeting for those interested in responding to the RFQ. **Attendance at this meeting is mandatory.** The meeting will be held at the City of St. Joseph Water Protection Facility (3500 MO-759 St. Joseph, MO 64501) on **January 10, 2019** starting at **10:00 A.M.** At this meeting, the Owner will offer information about the Project and the procurement process. Those who attend the pre-submittal meeting will have the opportunity to tour the Project site following the meeting to familiarize themselves with site conditions and constraints. Respondents shall advise the Owner Contact by January 4, 2019 of the names of individuals who will attend the pre-submittal meeting.

Section 5. SOQ Submission Requirements

5.1 Submittal Place and Deadline

Six (6) paper documents (one original and five (5) copies), as well as one (1) electronic versions of the SOQ on Flash Drive in a PDF format, must be received no later than **January 25, 2019 at 4:00 PM**, and addressed to:

Tammy Bembrick
Purchasing Agent
City of St. Joseph
1100 Fredrick Avenue, Room 201
St. Joseph, MO 64501

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. The delivered packaging containing the SOQ documents must note “RFQ2019-05 Enclosed” on its face.

5.2 Submission Format

The SOQ must not exceed fifteen (15) total pages (most or all 8½ x 11 inch with 1-inch or greater margins), excluding the transmittal letter, index or table of contents, front and back covers, title pages/separation tabs, and appendices. A maximum of two (2) of the total pages may be 11 x 17-inch tri-fold format.

5.3 Submission Content

The content requirements set forth in this RFQ represent the minimum content requirements for the SOQ. It is the Respondent’s responsibility to include information in its SOQ to present all relevant qualifications and other materials. The SOQ, however, should 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.

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

- Transmittal Letter
- Design-Builder Profile
- Project Team
- Experience
- Appendix A – Resumes
- Appendix B – Supporting Documentation

Under no circumstances shall price or fees be a part of the SOQ package.

5.3.1 Transmittal Letter

Respondents must submit a transmittal letter (maximum three (3) pages – not included in total page count) 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 would be the Design-Builder’s signatory to any contract documents executed with the Owner.

- **Geotechnical Investigation**

The transmittal letter must also include a summary and understanding of the existing geotechnical data provided in Attachment C (Project Background Documents). The Respondent must indicate if the existing information is sufficient for the design and construction of the Project or indicate if an additional geotechnical investigation is necessary. If additional geotechnical investigation is proposed by the Respondent, the transmittal letter must also include a summary description of the proposed investigation.

The transmittal letter may include other information deemed relevant by the Respondent.

5.3.2 Design-Builder Profile

A detailed and complete description of the company proposed as the Design-Builder must be provided in this Section of the SOQ. (The term “company” can refer to either a single entity or a joint venture.) Information concerning Key Personnel and other firms that may be included on the Project Team, such as subconsultants and subcontractors, should be provided as part of the “Project Team” Section of the SOQ. The Design-Builder Profile must include the following information:

- **General**

Provide general information about the Design-Builder, 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. Provide licenses in Appendix B of the SOQ.

- **Legal structure**

Identify whether the Design-Builder 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 Design-Builder (*e.g.*, shareholders, members, partners, and the like) who hold an interest of ten percent or more. In Appendix B of the SOQ, provide information on owners of the Design-Builder who holds an interest of 10 percent or more.

- **Project office location**

Identify where the Design-Builder intends to maintain its project office(s) and where the majority of the design work will be performed.

- **Financial condition**

In SOQ Appendix B (Supporting Documentation), provide audited financial statements for the Design-Builder for the past three years and quarterly financial statements, certified by the chief financial officer, for the current year. If the Design-Builder 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 \$4,995,000 for this Project. The surety must be authorized by law to do business in Missouri 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 Appendix B, provide 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): **\$2,000,000** 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 Missouri. Builder's Risk insurance for the project will be provided by the Contractor.

The SOQ must provide the following additional information pertaining to factors or events that have the potential to adversely impact the Design-Builder's ability to perform its contractual commitments.

- **Material adverse changes in financial position.** Are there 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? If so, list and describe.
- **Legal proceedings and judgments.** List and briefly describe any pending or past (within five years) legal proceedings and judgments, or any contingent liability that could 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 the general counsel.
- **Completion of contracts.** Has the Design-Builder failed to complete any contract, or has any contract been terminated due to alleged poor performance or default within the past five years? If so, describe the circumstances.
- **Violation of laws.** Has the Design-Builder 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 five years? If so, describe the circumstances.
- **Debarred from bidding.** Has the Design-Builder been debarred within the past five years, or is it under consideration for debarment, from bidding 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 the affirmative, 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 Design-Builder's ability to perform its contractual commitments. Include these responses in Appendix B of the SOQ.

The Respondent must notify the Owner of any changes subsequent to submission of the SOQ and before the selection process is completed (and, in the case of the selected Respondent, before executing the Fixed-Price Design-Build Contract).

5.3.3 Project Team

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

Design-Builder/other firms:

- Identify any other firms (such as subcontractors and subconsultants) included on the Project Team along with the Design-Builder and describe the scope of the Design-Builder's and each firm's services and responsibilities throughout the Project. Clearly identify the firm(s) serving as the Designer and the Builder.
- Describe the Design-Builder's approach to managing subcontractors and subconsultants.

Key Personnel

- Identify all Key Personnel (and their firm affiliations) on the Project Team and describe their specific responsibilities throughout the Project. Key Personnel shall include:
 - Project Director
 - Design Lead
 - Construction Lead
 - Construction Superintendent
 - Safety Officer
- Provide resumes for all Key Personnel in SOQ Appendix A (Resumes). Resumes must be limited to two pages 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 including any USACE experience and/or railroad experience.

Organization Chart

- Provide organization chart showing:
 - Reporting relationships and responsibilities of the Design-Builder and any other firms
 - Reporting relationships and responsibilities of all Key Personnel (along with their firm affiliations)

5.3.4 Experience

The SOQ must describe the performance history and experience of the Project Team on similar projects and provide information concerning safety.

Reference Projects

The Respondent shall submit descriptions of reference projects to demonstrate relevant experience. 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 that participated in project and are included in this SOQ, along with a clear description of the project role and responsibility of each

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

Safety

Provide a summary description of the Design-Builder's corporate safety program and include safety statistics or records indicating categories of accidents and their incidence or frequency rates for the past three years. Provide the following safety records for the Design-Builder for the current and past three 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.)

Section 6. SOQ Evaluation and Selection

6.1 General

The SOQs will be reviewed and evaluated by the Owner's selection committee according to the requirements and criteria outlined in this Section 6. During the SOQ evaluation process, written questions or requests for clarification 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.

6.2 Responsiveness

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

6.3 Minimum Qualification Requirements

Each responsive SOQ 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 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 \$4,995,000.
- **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 Design-Builder and each firm must be licensed in Missouri for the type of work to be performed. The Designer must include in responsible charge an engineer registered in Missouri, and each architect must be registered in Missouri.

- **Design-build and/or Design and Construction experience.** Within the past 10 years, the Design-Builder or Designer and Builder must have successfully completed at least three similar projects to that described in Section 2.1 for municipal clients in the United States. Preference will be given to experience by a contractor-led team. Preference will also be given to a builder that has specific experience with the USACE, experience with the railroad, and experience with acquiring railroad protective liability insurance.
- **Safety record.** The Design-Builder must have achieved an experience modification rate (EMR) of not greater than 0.75 for the current and past three years.
- **Builder Self-Performance.** The minimum self-performance for the labor on the Project is 51-percent.

6.4 Comparative Evaluation Criteria

The selection committee will evaluate and rank the responsive SOQs that satisfy the Minimum Qualification Requirements by applying the weighted comparative evaluation criteria set forth below to generate a short list of Proposers. Financial condition is evaluated on a pass/fail basis as part of the Minimum Qualification Requirements.

- Design-Builder Profile [15%]
- Project Team [45%]
- Experience [40%]
- Safety record, including EMR (<0.75) for the last 5 years [Pass/Fail]
- Builder Self-Performance (51-percent of labor) [Pass/Fail]
- Financial strength of the Respondent including: [Pass/Fail]
 - Current Bonding capacity
 - Insurance
 - Material adverse conditions
- Licensing and Registration in the State of Missouri [Pass/Fail]
- Respondent's Acknowledgement of RFQ [Pass/Fail]
- Respondent's Signatory Certification Form [Pass/Fail]

In accordance with Section 67.5060 of the 2017 Missouri Revised Statutes, points assigned in the RFQ Phase of the evaluation process shall not carry forward to RFP Phase of the process.

6.5 Selection of Short List

Per Section 67.5060 of the 2017 Missouri Revised Statutes, the Owner shall evaluate the qualifications of all the design-builders who submitted an SOQ in accordance with the instructions of the RFP. Any architectural and engineering services on the project shall be evaluated in accordance with the requirements of sections 8.285 and 8.291. Qualified design-builders selected by the evaluation team may proceed to the RFP selection process. Design-builders lacking the necessary qualifications to perform the work shall be disqualified and shall not proceed to RFP process. **Under no circumstances shall price or fees be a part of the prequalification criteria.**

After the evaluation process is complete, the Owner will notify Respondents of the rankings. Points assigned in SOQ evaluation process shall not carry forward to RFP process. The top-ranked Respondents will be selected for inclusion in the short list of up to two (2) Proposers for receipt of the RFP. Of the two short-listed Proposers, the unsuccessful short-listed design-builder shall be paid a stipend equal to one-half of one percent (0.5%) of the total project budget per Section 67.5060 of the 2017 Missouri Revised Statutes.

Section 7. Conditions for Respondents

7.1 Owner Authority

Owner is a city in the State of Missouri created under Missouri state law. The procurement process for this Project is authorized under Section 67.5060 of the 2017 Missouri Revised Statutes.

7.2 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 for the Project.

- HDR Engineering, Inc.
- HDR Constructors, Inc.

7.3 Conflict of Interest

The following laws 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.

7.4 Proprietary Information

All materials submitted to the Owner become public property and are subject to Section 67.5060 of the 2017 Missouri Revised Statutes. If the SOQ 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, endeavor to protect such information from disclosure. 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 entire SOQ as proprietary.

Upon payment of the stipend to any unsuccessful short-listed design-builder, as described in Section 6.5, the Owner shall acquire a nonexclusive right to use the design submitted by the design-builder, and the design-builder shall have no further liability for the use of the design by the Owner in any manner. If the design-builder desires to retain all rights and interest in the design proposed, the design-builder shall forfeit the stipend.

7.5 Costs for Submission

All expenses incurred in the preparation and submission of the Statement of Qualifications to the Owner shall be borne solely by the Respondent. Only the unsuccessful short-listed design-builder, of the two short-listed Proposers, shall be paid a stipend equal to one-half of one percent (0.5%) of the total project budget per Section 67.5060 of the 2017 Missouri Revised Statutes.

7.6 Rights of the Owner

In connection with this procurement process, including the receipt and evaluation of SOQs and development of the short list, 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
- Permit 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.
- 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 experience with similar projects, 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 its SOQ.

7.7 Obligation to Keep Project Team Intact

Respondents are advised that 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. (The anticipated dates for award of the Fixed-Price 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 Contact, who, at his or her sole 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.

7.8 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 not transmit addenda to potential Respondents.** The Owner will post all addenda on the Owner Project website at the following address: <https://www.stjoemo.org/bids.aspx/>. **It is Respondent's responsibility to obtain all addenda prior to submitting its SOQ.**

7.9 Protests

Any protest to an Owner's action in connection with this procurement must be filed in writing no later than five (5) business days following such action and must be in strict accordance with the Owner's applicable procedures and with applicable law.

Attachment A

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 Fixed-Price 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.

Key Personnel – The individuals, employed by Design-Builder or other firm included on the Project Team, who would fill certain key roles in delivery of the Project and related services by the Design-Builder, including the following positions: project manager, safety manager, design manager, and construction manager.

Minimum Qualification Requirements – The requirements set forth in Subsection 6.3 of this RFQ that, at a minimum, must be satisfied (or waived by the Owner) in order for the SOQ to be evaluated and ranked according to the comparative evaluation criteria.

Owner – City of St. Joseph, Missouri

Project – Interior Drainage Stormwater Pump Station Project

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

Respondent – The entity responding to this RFQ by submitting the SOQ.

Attachment B
Project Technical Requirements

Attachment C

Project Background Documents

(C1.1) Water Protection Facility, Disinfection Facilities and Effluent Pump Station, Black and Veatch Corporation, 2011

Kansas City District of U.S. Army Corps Of Engineers – Missouri River Levee System L455 Levee Raise, St. Joseph and Buchanan County, MO

(C2.1) L455 RTA Specifications

(C2.2) L455 RTA Plans

(C2.3) South St. Joseph Levee L455 Record Drawings

Site Survey Information

(C3.1) Survey for Missouri River Levee System L455 Levee Raise, St. Joseph and Buchanan County, MO Missouri

(C4.1) Survey for Water Protection Facility, Disinfection Facilities and Effluent Pump Station.

City of St. Joseph – Geotechnical Investigation

(C5.1) Internal Geotechnical Design Memorandum, St. Joseph Disinfection Facility and Effluent Pump Station, Black & Veatch Corporation, January 2011

(C5.2) Geotechnical Data Report, St. Joseph Disinfection Facility and Effluent Pump Station, Black & Veatch Corporation, October 2010, Revised June 2011

U.S. Army Corp of Engineers – Subsurface information for boring AUD-436 (located near Sta. 50+00 - just upstream of existing gatewell)

(C6) Missouri River Levee System L455 Levee Raise, St. Joseph and Buchanan County, MO Missouri