

**REQUEST FOR QUALIFICATIONS**  
**PUEBLO CONSERVANCY DISTRICT**

**Project No. 12-008-05**

**Arkansas River Levee Improvements**  
**Phase 3**

The Pueblo Conservancy District (“District”) is requesting Statements of Qualifications (SOQ) to solicit information from Contractors regarding their capabilities and capacity to complete the Arkansas River Levee Improvements – Phase 3 Project in accordance with all the terms and conditions contained in this Request for Qualifications. Submittals will be received up to the hour of 1:00 P.M. (MT) on Tuesday, October 4, 2016 at the office of the District’s Consultant, NorthStar Engineering and Surveying, Inc., 111 East 5<sup>th</sup> Street, Pueblo, Colorado 81003, 719-544-6823. Submittals will not be accepted after the time and date listed above. Partial/incomplete submittals or late submittals will be rejected in their entirety.

**I. OBJECTIVE/PROJECT DESCRIPTION**

The Pueblo Conservancy District is seeking SOQs from qualified construction firms to perform Scope of Services detailed in these Request for Qualifications documents. In general, the project involves the remediation/reconstruction of approximately 3,300 linear feet of the existing Arkansas River Levee from Sta. 124+60± which is the end of the previously completed Phase 1 Project, to Sta. 157+60± which is near the existing Southern Colorado Power Plant/HARP Diversion gate. The current Arkansas River Levee consists of an existing earthen embankment approximately 22’ tall (water side) which is faced with reinforced concrete approximately 10” thick. This Project Phase includes removing and crushing existing reinforced concrete facing from the Levee embankment and replacing with new all reinforced concrete facing, foundations, and subgrade materials, complete with all incidentals of construction. Existing concrete removed from the Levee shall be crushed on-site and used as subgrade material as well as top of Levee surfacing material.

The Pueblo Conservancy District is interested in selecting a Contractor that understands remediation of the Arkansas River Levee will be a significant collaborative effort between the Contractor, the Design Team, the Owner, the Railroad, the City of Pueblo, the Pueblo Board of Water Works, and the Public. The Contractor must be willing and able to offer alternative solutions at reasonable costs to adverse conditions and not solely rely on solutions developed by the Owner’s Design Team.

**II. PROJECT BUDGET**

The Engineer’s Preliminary Opinion of Probable Phase 3 Project Construction Costs is \$3,000,000.

**III. PROJECT SPECIFIC REQUIREMENTS**

General

The Arkansas River Levee Improvements – Phase 3 Project will pass under the new 4<sup>th</sup> Street (State Highway 96) bridge which is owned and maintained by the Colorado Department of Transportation. The proposed work zone will be near existing abutments for the new bridge. Contractor shall be

fully responsible for complying with all CDOT requirements for work in the area around and under the bridge and for fully protecting all components of the bridge whether visible or not.

The Arkansas River Levee Improvements – Phase 3 Project parallels an existing Railroad Yard as owned and operated by the Union Pacific Railroad and Burlington Northern Santa Fe Railroad companies. Contractor’s operations shall not in any way encroach upon the Railroad Yard or Railroad Company property. As part of the Proposal prices provided, proposers shall include any costs associated with railroad protective insurance and license fees associated with working immediately adjacent to as well as crossing (refer to “Site Access” Section of the RFQ) railroad property.

A cofferdam system, complete with dewatering equipment, will need to be implemented during construction of the Arkansas River Levee Improvements – Phase 3 Project. The Contractor shall be solely responsible for the design, installation, operations and removal of the cofferdam/sheet pile and dewatering system implemented on this Project. To control Project costs, the contractor may segment Phase 3 improvements into shorter (i.e. 500 feet) sections into which all improvements must be completed by the Contractor and accepted by the Owner prior to relocation of the cofferdam/sheet pile and dewatering system. Contractor shall extend the cofferdam/sheet pile and dewatering system to a point immediately beyond the Southern Colorado Power Plant/HARP Diversion Gate Structure such that the Owner’s Consultant team can inspect said structure and determine future improvement requirements. All work on the Levee shall be completed in complete accordance with U.S. Army Corp of Engineers (COE) permit conditions (Attachment D).

Utilities may exist in the project area. The Contractor shall be responsible for determining the location of any and all utilities prior to commencing construction operations. Contractor shall also be responsible for coordinating any required utility relocations with the respective utility companies.

The contractor will be responsible for acquiring all environmental permits and implementing erosion control measures on both sides of the Levee and for any areas to be impacted by construction operations.

#### Material Specifications

Concrete shall conform to the requirements for Class P concrete as specified in CDOT Specifications subsections 601.02 and 601.03. Minimum 28-day compressive strength shall be 4200 psi when tested in accordance with ASTM C 31. Type II cement shall be used in all concrete mixes.

All other materials shall conform to the 2012 CDOT M&S Standards and to General Notes outlined on the construction plans.

The composition of embankment/fill materials, as well as requirements for subgrade preparation and stabilization, fill placement, compaction, etc. shall be in accordance with “Preliminary Geotechnical Investigation, Modifications to Pueblo Levee, North Side of Arkansas River Between 11<sup>th</sup> Street and Interstate 25, Pueblo, CO” dated November 21, 2014 as prepared by CTL Thompson Incorporated.

#### Site Access/Trail Closures

Direct, temporary access to the Arkansas River Levee project site by crossing existing rails will not be permitted by the Railroad due to safety concerns except as otherwise indicated. Thus, the Contractor has two site access points, one for equipment access and material deliveries and the other for staff and small vehicle access.

For equipment mobilization/demobilization and material (i.e. concrete) deliveries, the Contractor may use an existing haul road and pedestrian trail that allows site access from 11<sup>th</sup> Street on the west side of the Pueblo Board of Water Works (BOWW) Whitlock Water Treatment Plant. The existing haul road/trail routes around the south side of the Water Treatment Plant to a point south of the existing 11<sup>th</sup> Street (Wildhorse Creek) bridge. At that point, Arkansas River Levee site access can be obtained by improving/maintaining previously constructed temporary crossings over Wildhorse Creek and an existing earthen ramp to the top of the Levee. This haul route was temporarily improved/maintained during construction of Phase 1 and Phase 2 of the Arkansas River Levee Project.

The Contractor must maintain the existing haul road between west 11<sup>th</sup> Street, the BOWW treatment plant access point, and the site during construction and return it to its existing or better condition at the end of this construction phase. The existing haul road between west 11<sup>th</sup> Street and the BOWW treatment plant access point was surfaced with 3” of hot bituminous pavement during Phase 2 of the Arkansas River Levee Improvements Project. Contractor must maintain this road at all times during construction operations and immediately repair, to the satisfaction of the District and the BOWW, any damage caused by construction operations. The Contractor must comply with all terms and conditions of a “Temporary Construction Easement” between BOWW and the Pueblo Conservancy District for use of this haul road (Attachment C). The Contractor, any subcontractors and suppliers, and all employees thereof must also comply with all “Rules for Use of Temporary Construction Easement” as detailed below. The haul road is gated to provide security for BOWW operations (Carbon Gate). The contractor shall contract with and retain the services of TNT Security, for the duration of the Arkansas River Levee Improvements – Phase 3 Project during such time as construction activities are taking place on the Levee, to provide construction access through the BOWW Carbon Gate.

South of 11<sup>th</sup> Street, the existing haul road crosses three sets of railroad tracks at grade (Railroad Mile Post 121.30 – Tennessee Pass Subdivision). The Contractor will be required to execute a “Contractor’s Temporary Road Crossing Agreement” (Attachment F) with the Union Pacific Railroad Company, pay all associated fees for the Agreement, and provide all Railroad required insurance (Union Pacific Railroad contact information: David LaPlante, Senior Manager-Real Estate, 402-544-8563; Lance Kippen, Manager Special Projects, 303-405-5039). Additionally, a railroad flagman may be required at this crossing during certain construction operations (i.e. mobilization and demobilization). Costs for flagging are included in the “Price Quotation Schedule” as a supplemental unit cost. Any damage to existing track or crossings shall be immediately repaired to the satisfaction of the railroad at no cost to the Owner or the railroad.

The cost of railroad flagging (2016 rate) from the Union Pacific Railroad Co. (UP) for this Project has been quoted at \$1,267.00 a day for an 8 hour day. UP has indicated that flagging will be required at the active rail crossing west of the Whitlock Water Treatment Plant and south of 11<sup>th</sup> Street. UP has indicated that flagging will be required at that point during mobilization and demobilization operations when major pieces of plant and equipment (which could foul the track) use the crossing. UP has not indicated a requirement that said crossing be flagged during normal construction use including delivery/hauling of construction materials including fills and concrete. UP will require flagging at any time material or equipment, which could foul a track, is within 50 feet of a track. As railroad flagging requirements could be variable, railroad flagging has been included in the “Price Quotation Schedule” as a Supplemental Unit Cost. Proposer’s are required to fill in the number of flagging days required for their mobilization and demobilization effort as well as the number of days they will be working within 50 feet of existing track. The Owner will not pay flagging costs, for days exceeding the Proposer’s estimate, for those referenced work items. If the railroad requires additional flagging, it will be paid for by the Owner at the Supplemental Unit Cost.

South of the BOWW Treatment Plant access point, the haul road merges with a City owned, low volume, soft surfaced pedestrian trail paralleling the Arkansas River. During Phase 1 and Phase 2 of the Project, the trail was widened and surfaced to meet the needs of construction vehicles. Contractor will be required to maintain that trail/haul road during construction operations and leave it in an “as good or better” condition for use on future project phases. That trail intersects the City’s Wildhorse Trail in the area near the confluence of Wildhorse Creek and the Arkansas River. The Contractor will be required to coordinate with the City of Pueblo regarding closure of any and all trails through the construction area during the Project. Detours with signage will be required as well as hard improvements necessary to keep pedestrians and bicycles out of the construction areas. Details of trail closures must be advertised in the Pueblo Chieftain and posted on the City website.

All Contractor staff, as well as small construction vehicles, shall access the Project site underneath the 11<sup>th</sup> Street Bridge crossing of Wildhorse Creek and through the existing cable gate northeast of the main BOWW Treatment Plant access gate. There is suitable headroom in this location for passenger vehicles such as those used by employees. Runoff in Wildhorse Creek may pose challenges when considering the possibility of unforeseen weather events. The referenced cable gate must remain closed and locked at all times. Any work in this area will require closure of the Wildhorse Creek Trail. Contractor shall coordinate that trail closure with the City of Pueblo as described above. Additionally the City of Pueblo has a new 11<sup>th</sup> Street bridge project (directly north of the existing 11<sup>th</sup> Street bridge) whose construction schedule calls for a start of construction in late 2016 or early 2017.

#### Rules for Use of Temporary Construction Easement

The Pueblo Conservancy District has been granted the temporary use of an easement to utilize a road owned by the Pueblo Board of Water Works. Use of this road is highly restricted due to the fact that it provides primary access for equipment and supplies to the Pueblo Board of Water Works to meet operational needs. Additionally, this easement is located in a secure area, where there is a need to protect the water intake and related infrastructure for the treatment of water for the citizens of Pueblo. Further, Pueblo Water holds a Private Way License with the railroad company which grants Pueblo Water access across the three at-grade railroad crossings but places strict requirements on Pueblo Water in order to maintain access across the at-grade crossings. For these reasons each employee of each contractor and each employee of each subcontractor who at any time has access to this temporary easement must read, understand and acknowledge having received a copy of the following:

1. The Temporary Construction Easement dated October 28, 2015;
2. The Temporary Construction Easement “Rules” which has attached to it an aerial drawing of the access road showing existing railroad crossings, the Front Entrance Cable Security Gate, the West Access Gate, the Carbon Gate and the start and ending zone for the 15 mile per hour speed limit. Refer to Attachment H of this RFQ.

Any breach of any of the Rules or provisions of the Temporary Construction Easement by any employee of any contractor or employee of a subcontractor may subject the employee to a minimum fine of \$200.00 and a maximum fine of \$1,000.00 payable to Pueblo Conservancy District. In addition, any breach may lead to the employee being removed from the project site for the duration of the project as determined by the Pueblo Conservancy District. **Any breach of any of the Rules or provisions of the Temporary Construction Easement shall also subject the contractor or subcontractor to be prohibited from submitting any further bids for work on the Pueblo Levee by the Pueblo Conservancy District.**

Each employee of each contractor and each employee of each subcontractor who at any time has access to this temporary easement must sign a written statement to be provided by the Pueblo Conservancy District that provides at a minimum the following:

- a. That the employee has received, read and understood the provisions of the Temporary Construction Easement and the Temporary Construction Easement “Rules”.
- b. That the employee has been offered the opportunity by his/her employer to ask whatever questions he/she may desire about the documents and their application to the work to be provided by the employee.
- c. That the employee understands that violating the speeding prohibition or any other provision of the documents can lead to the employee being removed from the project site for the duration of the project and shall, at a minimum, require a fine in the minimum amount of \$200.00 to be paid to the Pueblo Conservancy District.

### Sovereign Immunity

All Proposers/Contractors shall be aware of the following Resolution of the Pueblo Conservancy District regarding “Sovereign Immunity” and shall comply with all terms and conditions thereof.

WHEREAS, the Pueblo Conservancy District is a “public entity” as defined in CRS 24-10-103(5); and

WHEREAS, appointed members of the Board of Directors of the Pueblo Conservancy District are “public employees” as defined in CRS 24-10-103(4)(a); and

WHEREAS, the Pueblo Conservancy District is responsible for the maintenance of a 2.8 mile levee that runs through the City of Pueblo and provides flood control for the downtown area of the City of Pueblo which flood control benefits the entirety of Pueblo County; and

WHEREAS, the physical condition of the levee may in of itself constitute a “dangerous condition” as defined in CRS 24-10-103(1.3) requiring the Directors to exercise reasonable care in exercising the Board’s responsibilities to protect the public from a safety risk in accessing or using the levee; and

WHEREAS, pursuant to CRS 24-10-106 (e) sovereign immunity is waived by a public entity in an action for injury resulting from a dangerous condition of any public facility located in any park or recreation area maintained by a public entity; and

WHEREAS, pursuant to the Colorado case law construing CRS 24-10-106 (e) a “public facility” is one that must be accessible to the public and maintained by a public entity to serve a beneficial public purpose; and

WHEREAS, to establish a waiver of sovereign immunity resulting from a dangerous condition an injured party must show that the injuries occurred as a result of the physical condition of a public facility or the use thereof (1) constitutes an unreasonable risk to the safety of the public, that (2) is known to exist or should have been known to exist in the exercise of reasonable care, and (3) is proximately caused by the negligent act or omission of the public entity in constructing or maintaining the facility; and

WHEREAS, the Pueblo Conservancy District may in the future desire to create recreational activities along the levee which activities would be open to the public;

NOW THEREFORE, BE IT RESOLVED: that until the levee is properly fenced to protect members of the public from inadvertently falling off the 40 foot wide top of the levee, the levee shall be conspicuously posted with “NO TRESPASSING” signage and to the extent practical, all contractors working on maintenance of the levee shall take reasonable precautions to blockade access by the public to the top of the levee.

#### **IV. MANDATORY PRE-SUBMITTAL MEETING**

A mandatory pre-submittal meeting and site visit is scheduled for Tuesday, September 20, 2016 at 1:00 P.M (MT) at the Southeast Colorado Heritage Center, 201 West “B” Street, Pueblo, Colorado 81003 (Center Phone No. 719-295-1517). All Prime Contractors submitting a Proposal shall have a representative in attendance. There shall be no more than 3 persons in attendance from each proposed project team.

#### **V. PROJECT TIME FRAME**

Construction operations for the Arkansas River Levee Improvements – Phase 3 Project may be impacted by seasonal flow rates in the Arkansas River and Wildhorse Creek. The Pueblo Conservancy District has been informed by the Colorado State Engineer’s Office that baseline flows (100cfs or less) can be maintained in the Arkansas River from November 1, 2016 to February 15, 2017. Baseline flows are subject to spikes due to weather conditions and downstream water transfer requirements. After February 15, 2017, flows in the River may increase at any time due to downstream water demands, water transfers, weather conditions, etc.

Substantial Completion of the Project is defined as completion of all work on the “wet side” of the levee necessary to prevent any potential “breach” of new or existing levee improvements by flows in the Arkansas River.

The anticipated project schedule is summarized below:

- September 2, 2015 – Advertisement of Request for Statement of Qualifications
- September 20, 2016 – Mandatory Pre-Submittal Meeting/Site Visit
- October 4, 2016 – Statement of Qualifications and Price Proposals Due
- October 12, 2016 – Pueblo Conservancy District Directors Special Meeting, Issue Notice of Award
- October 26, 2016 – Notice to Proceed Issued to Contractor
- February 15, 2017 – Substantial Completion of Project
- March 15, 2017 – Final Completion of Project

#### **VI. STATEMENT OF QUALIFICATION REQUIREMENTS**

Proposers are required to include the following information tailored specifically to work related to the Arkansas River Levee Improvements – Phase 3 Project. The information submitted, and that information alone, will be used to evaluate and document the performance capabilities of each proposer and its subcontractors. The responses shall be considered technical offers of what Contractor’s propose to provide and shall be incorporated in the Contract agreement as deemed appropriate by the District. Using company letterhead, please attach your responses to these items to the Request For Qualifications Cover Sheet (included in the back of this RFQ document). Failure to respond to any of the following submittal requirements may be grounds for considering an SOQ non-responsive.

This will be a combined Qualification and Price Based Selection process. Proposals will only be considered from firms that have documented experience with similar projects and who have qualified personnel who are capable of providing the required services.

Proposers must have a minimum of 10 years experience working on heavy civil industrial or utility grade projects of a similar scope and size as this Project. Projects whose primary function was control and conveyance of rivers/creeks and whose components included demolition operations, environmental protections and erosion control, structural concrete, mass concrete, and earthen embankment construction is required. Proposers shall also have experience working in an active river environment where careful care for and diversion of water, including design and construction of cofferdams, is required for protection of the working area. Documented experiences with design/build and/or early contractor involvement projects involving components referenced above is also highly desirable. It is extremely important that Proposers have experience in multiple methods of subgrade stabilization, dewatering, cofferdams, erosion control, and slope retention systems.

**Firms shall submit six (6) sealed copies of their SOQ (one of which must be an unbound, untabbed original). Electronic submittals are not acceptable. Price proposals (6 copies) shall be separately sealed and submitted along with but separately from the technical SOQ. Price proposals will remain sealed until scoring of all technical SOQ's has been completed.**

**Statement of Qualifications should include** (refer to RFQ Section IX for evaluation criteria and scoring procedures):

1. Firm's name, address, phone, and contact person. Basic firm information, including the year the prime contracting firm was formed.
2. Firm information and technical qualifications on any proposed subcontractor with contract values of \$40,000 or more shall be included for evaluation.
3. **Past Performance, Qualifications, and Experiences of the Project Team (20 points maximum):**
  - a. Project Team and Experience: Identify the prime contractor, proposed sub-contractors (subcontracts valued at \$40,000 or more must be listed) if any, and task responsibility. Overall description and history of the firms. (3 points maximum).
  - b. Describe, in detail with exhibits, similar and recent projects (past five years) for which the prime contractor is responsible that demonstrate the firms' capability to perform the scope of work described in this RFQ. Include previous project experience (prime and subcontractors) similar to the Arkansas River Levee Improvements – Phase 3 Project. Include past history of firms working together. Submit references (name and current telephone number) of a client contact for each project listed. (5 points maximum).
  - c. Each referenced project shall include the following success metric: (1) Schedule performance including original and actual contract completion dates, (2) Production rates, (3) Change order history including original and final contract amounts (categorize as Owner directed or other), (4) Project safety history, (5) Compliance with applicable

laws and regulations, and (6) Liquidated damage claims (if any). No points shall be deducted if a firm provides a valid explanation for schedule delay or budget inflation that is no fault of the firm. (5 points maximum).

- d. Describe, in detail with exhibits, similar and recent projects (past five years) for which the prime contractor is responsible which demonstrate the firm's experiences working with local railroads and utility companies, units or departments of local governments, and the U.S Army Corp of Engineers. Submit references (name and current telephone number) of a client contact for each project listed. (4 points maximum).
- e. With regard to the Projects listed in b. and d. above what challenges and/or difficulties occurred in those Projects and how did you resolve those challenges and/or difficulties. Describe your experiences working with the Owner's of the referenced Projects regarding conflict resolution and provide contact information for the Owner's and Contractor's representatives most responsible for conflict resolution. (3 points maximum).

4. **Project Management Plan (20 points maximum):** The Plan offered by the firm for managing the Contract that demonstrates its technical qualifications and competency for the project including:

- a. Identify the key individuals (and provide resumes) from each of the firms who will be the key contacts for this Project. Describe their professional qualifications, experience on similar projects, and availability for this Project. Only individuals who will actually work on this Project should be identified. Include key individuals of subcontractors. (4 points maximum).
- b. Organization Chart: Showing organization structure for this Project including subcontractors. Identify key personnel who will be assigned to do this Project. (1 point maximum).
- c. Project Time Schedule: Submit a critical path diagram with all salient features and major milestones. (4 points maximum). (Any proposer submitting a schedule that does not meet the completion dates shown in Section V of this RFQ will lose all possible points for the Project Management Plan).
- d. Describe in detail the comprehensive safety program your company proposes to implement on the Project including (3 points maximum):
  - 1) Any safety training or incident avoidance programs used by your company for management and trade personnel, including OSHA courses and standards, substance abuse testing and programs, etc. Include firm's random drug testing policy and subcontractor policy regarding drug testing.
  - 2) Provide a copy of any applicable written health and safety plan used by your company. Describe how the program is incorporated into your Project organization and overall staffing plan.
  - 3) Provide by year, the number of OSHA violations your company has received on projects during the past ten years. Describe the violation and provide the final results for each citation identified.
  - 4) Describe by year your company's workers compensation claims filed and the final result.



- e. Safety Record: Provide last five year's EMR's, Total Lost Workday Incident Rates, and Recordable Incident Rates (2 points maximum).
    - 1) Describe details of job site fatalities, if any, since inception of firm. This information to be provided for all project team members.
  - f. Describe any of your environmental programs on project job sites that apply to your proposed trades (such as use of recycled material, air and water quality capabilities, hazardous waste reduction, etc.) (2 points maximum).
  - g. Describe Quality Assurance/Quality Control Plan addressing procedures regarding project coordination, subcontractor oversight, progress reporting, change order tracking, RFI's, etc. (2 points maximum).
  - h. The availability and intended use of domestically produced iron, steel, concrete, and related manufactured goods in the Project. (2 points maximum).
5. **Project Staffing Plan (20 points maximum):** Demonstrate firm's, as well as subcontractors, capacity to recruit and retain sufficient numbers of qualified construction personnel including:
- a. Describe the sources to be used for obtaining personnel and how they are inclusive of the member communities residing in Colorado (i.e. Newspapers, word of mouth, union halls). (see b, for total points available).
  - b. Describe how you will ensure that at least 80% of the workers on the Project will be residents of the State of Colorado (examples might include checking driver's licenses, etc.). (4 points maximum for a. and b.).
    - 1) The Pueblo Conservancy District will give additional consideration to Contractors who hire locally and whose subcontractors hire locally. What resources are available to your team for hiring locally and for documenting local hires.
  - c. For each trade in which you will directly hire workers, describe any job skills or apprentice training program developed or maintained by your company or in which your company participates where employees receive knowledge about the crafts and skills. Identify both classroom apprenticeship and training programs as well as any "on the job" instruction and describe the following that apply to your company (5 points maximum):
    - 1) The types of training programs provided and identity of training providers.
    - 2) Include how these programs are incorporated into your project organization and staffing plan.
    - 3) The classroom hours and total hours required to complete both apprenticeship and job skills training programs and types of accreditations and/or certifications earned upon completion of the programs.
    - 4) The annual dollar amount invested in such programs for the past 5 years and whether the program participants are required to pay any portion of the program costs.
    - 5) Participation and graduation rates (expressed as a percentage of the total number of the enrollees in such programs over the previous 5 years).

- d. Please describe any employee healthcare coverage programs maintained by your company or in which your company participates where employees and/or their dependents receive hospitalization and medical benefits. (4 points maximum). Include:
  - 1) The types of benefits and coverage provided.
  - 2) The employer and employee contributions to the cost of the plan. Provide contribution ratios for both individual employee coverage as well as any family/dependent coverage plan that is offered.
  - 3) The percentage of employees covered by the plan. The percentage of employees (both full and part time) for whom a plan is available. Whether the plan automatically provides employee coverage. Whether dependents are covered.
- e. Wage rate range by the trade and craft for all employees including subcontractors (state compensation in dollars/hour when appropriate). (4 points maximum).
- f. Listing of benefits, in addition to healthcare benefits, provided to employees. Provide specifics regarding the type of benefit (i.e. retirement, vacation, paid time off, etc.), the number of employees covered by each plan, and whether or not spouses and/or families are covered. (3 points maximum).

**6. Specialized Expertise and Qualifications (20 points maximum):**

- a. Provide a written “Statement of Understanding” describing the Proposer’s knowledge and understanding of the Project scope including knowledge gained via a “walk through” of the proposed and previous project sites. Include also any challenges the Proposer anticipates encountering during the course of the construction project and how the Proposer intends to address those challenges. (3 points maximum).
- b. Describe in detail experiences during the last 5 years that the Proposer’s team has with respect to handling and crushing reinforced concrete slabs in sizes of at least 10’ x 10’ x 10”. Is the proposed crushing equipment owned by a Project Team member or will it be leased. (1 point maximum).
- c. Is there any other equipment necessary to complete this Project which the Project Team will need to purchase or lease (i.e. dewatering equipment such as “aqua-dams”, well points, etc.). If so, describe the equipment, its use, its purchase price, and/or its lease cost. (2 points maximum).
- d. Describe in detail experiences during the last 5 years that the Proposer’s team has with respect to slope remediation and stabilization including slope reinforcement and soil nailing. (2 points maximum).
- e. Describe in detail experiences during the last 5 years that the Proposer’s team has with respect to installing and retrieving sheet piling. Does your firm have staff capable of making engineering decisions regarding installation, placement, and removal of sheet piling or will that work, if required, be subcontracted? If subcontracted, identify the subcontractor and related experiences. (5 points maximum).
- f. Identify personnel (on staff or subcontracted) responsible for monitoring and measuring river and creek flows adjacent to the construction site. Responsibility shall also include engineering decisions related to construction schedules and implementation of remediation efforts should conditions vary from those anticipated or change quickly. Provide a summary of project experiences. (3 points maximum).

- g. Financial Stability and Resources: During Phase 1 of the Arkansas River Levee Improvements Project, an unexpected circumstance arose where sheet piling had to be ordered and installed before work could continue. The contractor was able to order, receive, and install the required sheet piling within three days of an approved change order due to their financial resources. That timing was critical due to the tight schedule associated with the winter construction season, spring runoff, and reservoir discharges. If there is an unexpected cost of construction (\$500,000 to \$1,000,000) not included in the Contract, and a Change Order is approved by the Pueblo Conservancy District for that cost, how quickly can the Proposer implement the Change Order? In other words, what resources does the Proposer have available to order, pay, and expedite materials required, installation required (including subcontractor costs), and staff availability to implement the required change. (4 points maximum).

## 7. Additional Requirements and Considerations:

- a. Executed Price Quotation Schedule with required Lump Sum and Unit Prices (refer to RFQ Attachment B).
- b. Time and Materials Rate Schedule: Submit a schedule of hourly rates for all key personnel and equipment which Proposer anticipates using on the Project including those of subcontractors.
- c. Surety Company: Provide the name of the Surety Company that has indicated willingness to bond the Contractor.
- d. Insurance Certification: Submit current insurance certificates. If selected, the successful firm shall provide certificates of insurance that also name the Pueblo Conservancy District and the District's Consultants as additional insureds.
- e. Provide information from the last 3 years regarding any charges or violations of law and regulations, litigation, claims (including pending and anticipated claims). Explain the issue and outcome or anticipated outcome.
- f. Annual construction volume (last 3 years), percentage of work generally self-performed, and types of work generally self-performed.
- g. Other items Proposer wishes to present including additional references, standard firm literature, testimonials, awards, corporate membership in organizations, sponsorships, etc.
- h. **"Red Flag" Performance Disclosures Required:** Proposers/subcontractors must disclose, for the past 3 years, whether or not they:
  - 1) Have been debarred/suspended/otherwise prohibited from doing business with any government agency;
  - 2) Have been denied prequalification/declared non-responsible/otherwise declared ineligible to bid on public or private jobs;
  - 3) Have been defaulted/terminated for cause/failed to complete project or required to pay liquidated damages;
  - 4) Had business/professional license/certification suspended or revoked;
  - 5) Had any liens filed against firm for failure to pay subcontractors, workers, suppliers;
  - 6) Denied bonding or insurance or had same discontinued;

- 7) Found in violation of any laws, e.g., wage, tax, licensing, discrimination, environmental laws, etc. by final decision of court or government agency;
- 8) Had a case in which firm's owners/officers/directors/managers were the subject of criminal indictment/criminal investigation in connection with firm's business;
- 9) Has been subject to bankruptcy proceeding;
- 10) Have had any serious or willful health/safety citations.

Please limit the Statement of Qualification Package to less than 35 pages in length. Page limit does not include attachments such as EMR's, Financial Statements, etc. All Statement of Qualification packages (including separately sealed Price Proposals) must be submitted by 1:00 P.M (MT) on Tuesday, October 4, 2016 to Mr. Kim Kock, President, NorthStar Engineering and Surveying, Inc. Please contact Mr. Kim Kock at 719-544-6823, ext. 113 or [kkock@northstar-co.com](mailto:kkock@northstar-co.com) with questions regarding this RFQ.

## **VII. WRITTEN AGREEMENT**

The selected Contractor shall be required to enter into an Agreement between Owner and Contractor for Construction Contract-Stipulated Price (Engineers Joint Contract Documents Committee Form C-520). The selected Contractor will also be required to furnish a Payment Bond and a Performance Bond. Signature on the RFQ Proposal Response Cover Sheet shall serve as an acknowledgment that the prospective Contractor is willing to enter into the referenced agreement with the Pueblo Conservancy District. Please note that the Pueblo Conservancy District is not requiring Proposers to submit a Bid Bond with their Statement of Qualifications package.

The form of Bidding, Agreement, Contract Administration, General Conditions, and Supplementary Conditions documents for this Project will be those as prepared by the Engineers Joint Contract Documents Committee (EJCDC) as referenced below:

- EJCDC Form C-510: Notice of Award
- EJCDC Form C-520: Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)
- EJCDC Form C-615: Payment Bond
- EJCDC Form C610: Performance Bond
- EJCDC Form C-550: Notice to Proceed
- EJCDC Form C-620: Contractors Application for Payment
- EJCDC Form C-942: Field Order
- EJCDC Form C-940: Work Change Directive
- EJCDC Form C-941: Change Order
- EJCDC Form C-625: Certificate of Substantial Completion
- EJCDC Form C-700: Standard General Conditions of the Construction Contract
- EJCDC Form C-800: Supplementary Conditions

**VIII. OMISSIONS**

Should the District omit anything from the RFQ which is necessary for a clear understanding of the work, or should it appear that various instructions are in conflict, then the firm submitting the SOQ shall secure clarification from the District’s Consultant not less than ninety-six (96) hours prior to SOQ due date given above.

**IX. EVALUATION CRITERIA AND SCORING PROCEDURES FOR QUALIFICATIONS**

The evaluation of Proposer qualifications will be made by a committee comprised of: the District’s Administrator, the District’s Attorney, the District’s Engineering Consultant(s), and up to two District Board Members. The evaluation committee will make their recommendations to the District’s Board of Directors for final approval.

Technical evaluation factors, as stated within this RFQ, shall be used to evaluate the technical qualifications and performance capabilities of competing firms.

Each valid SOQ received and found acceptable to the District will be evaluated based upon the following factors and weighting:

1. Past Performance, Qualifications, and Experiences	20 points maximum
2. Project Management Plan	20 points maximum
3. Project Staffing Plan	20 points maximum
4. Specialized Expertise and Qualifications	<u>20 points maximum</u>
Total	80 points maximum

The maximum points in each of the technical evaluation sub-categories shall be given to the firm demonstrating the greatest capability in the evaluated category.

- For example, the firm with the best “project success metrics” (RFQ Section VI.3.c) will receive the maximum points allocated for that evaluation sub-category (5 points out of 5). All other technical evaluation sub-categories will be scored in the same manner.
- All other firms will be scored in relation to the firm achieving the highest maximum score in each technical evaluation sub-category.
- If a firm does not meet the minimum requirements in a specific technical evaluation sub-category, that firm will receive a score of 0 in that sub-category.
- Basic performance factors such as financial resources, manpower and equipment, proposed schedule, standard qualifications, etc. will be considered as either pass or fail and receive either full points or no points for that specific technical evaluation sub-category.

Technical scores of Proposers will be based on the Proposer firm as well as all required subcontractors which form a part of the Proposer’s team. Technical scores of joint ventures will be based on all member companies of the joint venture along with all required subcontractors which form a part of the team.

- Listed subcontractors may not be substituted without written approval of the Pueblo Conservancy District and only for compelling reasons.

As previously indicated in Section VI of the RFQ, Price Proposals are required to be submitted with, but sealed separately from, a Proposer’s Statement of Qualifications. Price Proposals will remain sealed until scoring of all technical SOQ’s has been completed. Once the evaluation committee has

reviewed, scored, and ranked each valid and acceptable SOQ received, Price Proposals from the “most qualified” Proposer’s will be opened and read aloud. The “most qualified” Proposer’s are defined as the two Proposers scoring the most points in factors 1 through 4 above plus any other Proposer scoring not less than 60 out of the 80 available points. The Price Proposals received from all other Proposer’s will be returned to the Proposer un-opened. If a Contract is to be awarded, it will be awarded to the lowest price Proposer whose evaluation by the Owner indicates to the Owner that the award will be in the best interests of the Project.

Owner reserves the right to reject any or all Price Proposals, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced, or conditional Price Proposals and to reject the Price Proposals of any Proposer if Owner believes that it would not be in the best interest of the Project to make an award to that Proposer, whether because the Price Proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Proposer. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

**X. REJECTION OF PROPOSALS**

No Proposal shall be accepted from, or contract awarded to, any person, firm, or corporation that is in arrears to either the District or the City or County of Pueblo, upon debt or contract or that is a defaulter, as surety or otherwise, upon any obligation to either the District or the City or County of Pueblo, or that may be deemed irresponsible or unreliable by either the District or the City or County of Pueblo. Proposers will be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFQ.

**XI. SOQ OWNERSHIP/CONFIDENTIALITY**

All SOQs, including attachments, supplementary materials, addenda, etc. shall become the property of the District and will not be returned to the Proposer. The only documents that will be considered confidential will be financial statements, wage rates and benefit programs, safety records, and/or trade secrets and only if they are specifically marked “CONFIDENTIAL” on each page. All other documents submitted to the District will be subject to the Colorado Open Records act. **SOQs that are copyrighted or marked “CONFIDENTIAL” in their entirety will be rejected and not receive consideration for evaluation.**

**XII. DEBARMENT**

By submitting this SOQ, the Proposer certifies that neither the company nor its principals are presently debarred, suspended, in the process of debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any city, county, state, or federal department or agency.

**XIII. EQUAL OPPORTUNITY**

The Pueblo Conservancy District is an Equal Opportunity Employer. Prospective Contractors will commit to and meet the nondiscrimination and equal employment requirements of the Equal Employment Opportunity Act. Minority and Woman Owned Business are encouraged to submit an SOQ.

The Pueblo Conservancy District will make every effort to ensure that all interested Contractors are treated fairly and equally throughout the entire solicitation, evaluation, and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.

**XIV. COST OF DEVELOPING PROPOSALS**

All costs related to the preparation of the Statement of Qualifications and any related activities are the sole responsibility of the prospective Contractor. The District assumes no liability for any costs incurred by prospective Contractors throughout the entire selection process.

**XV. STATEMENT OF QUALIFICATIONS OWNERSHIP**

All SOQs, including attachments, supplementary materials, addenda, etc. shall be held by the District and will not be returned to the prospective Contractor except as otherwise indicated herein.

**XVI. ADDITIONAL INFORMATION**

For additional information, please contact the District's Engineering Consultant: Kim Kock, P.E., President, NorthStar Engineering and Surveying, Inc., 111 East 5<sup>th</sup> Street, Pueblo, Colorado 81003 or by phone at (719) 544-6823 ext. 113, or by fax at (719) 544-6825, or by email at [kkock@northstar-co.com](mailto:kkock@northstar-co.com).

Any changes or revisions to the published RFQ requirements will be through written addendum distributed electronically to all entities obtaining Request for Qualifications packages through the District's Engineering Consultant. It is entirely the prospective Contractor's responsibility to check with the District's Engineering Consultant for any addenda that may be available. It is also the prospective Contractor's responsibility to contact Kim Kock with technical questions or with procedural questions not later than 96 hours prior to the submittal deadline if further clarification is needed on any subject matter within the RFQ.

Attachments:

Attachment A – Proposal Response Cover Sheet

Attachment B – Price Quotation Schedule

Attachment C – BOWW/PCD Temporary Construction Easement

Attachment D – Memorandum of Agreement Between the U.S. Army Corps of Engineers, the Pueblo Conservancy District, and the Colorado State Historic Preservation Officer regarding the Arkansas River Levee Rehabilitation Project Located in Pueblo, Colorado

Attachment E – “Preliminary Geotechnical Investigation, Modifications to Pueblo Levee, North Side of Arkansas River Between 11<sup>th</sup> Street and Interstate 25, Pueblo, CO” dated November 21, 2014 as prepared by CTL Thompson Incorporated

Attachment F – Sample Union Pacific Railroad “Contractor’s Temporary Road Crossing Agreement”

Attachment G – Engineer’s Joint Contract Documents Committee (EJCDC) Contract Documents

Attachment H – BOWW/PCD Exhibit Supporting Rules for Use of Temporary Construction Easement

## **XVII. PROJECT OVERVIEW DOCUMENTS**

The following documents are attached to convey a level of project overview and understanding to the potential Contractors. These documents provide a good representation of the Project, and provide the potential Contractor with a general familiarization with the Work. These documents are suitable for potential Contractor’s use in preparing Price Quotations for the Project. These documents should not be used for construction purposes as modifications may occur during the Contractor selection process.

- Arkansas River Levee Improvements – Phase 3 Project Drawing Numbers C-01 thru C-05, C-08 thru C-9, C-13 thru C-16, and C-30 thru C-37.



PROPOSAL RESPONSE COVER SHEET

**PUEBLO CONSERVANCY DISTRICT**

**REQUEST FOR QUALIFICATIONS**

**Project No. 12-008-05**

**Arkansas River Levee Improvements  
Phase 3**

**Construction Services**

The undersigned, having carefully read and considered the Request for Qualifications (RFQ) for the above referenced Project, does hereby offer to perform such services on behalf of the Pueblo Conservancy District in the manner described and subject to the terms and conditions set forth in the attached RFQ.

In submitting this Statement of Qualifications (SOQ), it is understood that the Pueblo Conservancy District reserves the right to reject any and all SOQs, and to waive any informalities in SOQs as submitted. Firms submitting SOQs acknowledge that they are qualified in this area of work and have experienced personnel able to provide the required construction services. The District may request additional information substantiating the indicated requirements. Failure to provide this information may result in a prospective Contractor's SOQ being declared non-responsive. It is the prospective Contractor's responsibility to verify if any addenda were issued prior to submission of their proposal/SOQ.

Contractor acknowledges and accepts that all components of and responses to this RFQ will be included and become a part of the final Contract by reference.

The undersigned further states that this Statement of Qualifications is made in good faith and is not founded on, or in consequence of, any collusion, agreement, or understanding between themselves or any other interested party.

**(All contact information must be filled out and form submitted with SOQ)**

PROPOSER (full lawful name of firm):

\_\_\_\_\_

Name of Person with Authority to Bind Proposer: \_\_\_\_\_

BY (Title of Person with Authority to Bind Proposer): \_\_\_\_\_

SIGNATURE (of Person with Authority to Bind Proposer): \_\_\_\_\_

ADDRESS (Office & PO Box): \_\_\_\_\_

\_\_\_\_\_

OFFICE PHONE \_\_\_\_\_ CELL PHONE \_\_\_\_\_ FAX \_\_\_\_\_

EMAIL \_\_\_\_\_ WEBSITE \_\_\_\_\_