

**REQUEST FOR PROPOSALS**  
**City of Lawrence, Kansas**  
**Municipal Services & Operations Department**

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**Architectural & Engineering Services for**  
**Field Operations Facility – Phase 1**  
**Project #UT1884CIP**  
**RFP #R1905**

**Note:** The City of Lawrence, Municipal Services & Operations Department is hereafter referred to as “the Department” within this Request for Proposal.

**Procurement Schedule**

No	Activity	Date
1	Issuance of RFP	Wed, June 5, 2019
2	Pre-Submittal Conference at 9:00am-12:00pm Central time	Thu, June 20, 2019
3	Deadline to Submit Questions	Fri, June 28, 2019
4	Answers to Questions Posted as Addenda	Mon, July 8, 2019
5	Deadline for Proposals to be Received 5:00 PM Central time	Tue, July 23, 2019
6	Shortlisting of Consultants & Interview Notifications	Fri, Aug 9, 2019
7	Interviews	Aug 20-22, 2019
8	Notification to Selected Consultant	Fri, Aug 30, 2019
9	Clarification Phase	2-3 week duration
10	Tentative Date for Clarification Kick Off Meeting	Week of Sept 9, 2019
11	Tentative Date for Clarification Checkpoint Meeting	Week of Sept 16, 2019
12	Tentative Date for Clarification Summary Meeting	Tue, Sept 24, 2019
13	Notice of Award	Oct 2019

The Department reserves the right to modify the Procurement Schedule. Changes will be posted as Addenda.

**Point of Contact**  
**Brian Lines | [brianlines@ku.edu](mailto:brianlines@ku.edu) | 785-864-6503**

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## Pre-Submittal Conference:

A Pre-Submittal Conference will be conducted to provide an overview of the scope and associated procurement process. Consultants are strongly encouraged to **send lead members of their project team that would be assigned to the project if awarded (in addition to, or in lieu of, business development or sales personnel)**. A "Proposal Development" workshop\* will also be conducted following the Pre-Submittal Conference, to provide vendors with a simulated proposal scenario based upon the specific evaluation criteria listed in this RFP.

The Pre-Submittal Conference will be held on:

<b>Thursday, June 20, 2019</b>	
<b>Pre-Submittal Conference</b>	<b>Proposal Development Workshop</b>
<b>9:00-11:00am Central time</b> Kansas River Wastewater Treatment Plant Conference Room 1400 E 8 <sup>th</sup> St Lawrence, KS 66044	<b>11:00am-12:00 pm Central time</b> Kansas River Wastewater Treatment Plant Conference Room 1400 E 8 <sup>th</sup> St Lawrence, KS 66044

It is non-mandatory for the Consultants to attend the Pre-Submittal Conference in person. Though the Department will attempt to answer all questions raised during the Pre-Submittal Conference, Consultants are encouraged to submit questions they would like addressed at the Pre-Submittal Conference to the RFP Coordinator, preferably no later than three (3) days in advance of the Pre-Submittal Conference. This will allow time to research and prepare helpful answers, and better enable the Department to have appropriate representatives in attendance.

Unless authorized by the point of contact, no other Department official or employee may speak for the Department regarding this solicitation until award is complete. Any Consultant contacting other Department officials or employees does so at their own risk. The Department is not bound by such information.

## Full Access to All RFP Documents:

Printed copies of the RFP documents may be obtained from Drexel Technologies at [www.drexeltech.com](http://www.drexeltech.com). Additionally, RFP Documents may be downloaded electronically, picked up on CD, or viewed in person during normal business hours at Drexel Technologies, 10840 West 86th Street, Lenexa, KS 66214-1632. See the Drexel Technologies website for pricing. All purchases are non-refundable. Drexel Technologies can be contacted by phone at (913) 371-4430 or electronically at [www.drexeltech.com](http://www.drexeltech.com). RFP Documents will be shipped only if the requesting party assumes responsibility for all related shipping charges. Corporate, certified, or cashier's checks shall be made payable to Drexel Technologies.

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# Section 1: Purpose and Background

## 1.1 Purpose

The Department is seeking to contract with a qualified firm for professional services related to the planning and design of a new Field Operations Facility.

## 1.2 General Information

City of Lawrence Field Operations staff provide various services to a population of approximately 102,000. The Municipal Services & Operations and Parks & Recreation Departments Field Operations staff includes Solid Waste, Streets, Stormwater, Water Distribution, Wastewater Collection, Central Maintenance, Facilities, Compost, Forestry, and Horticulture.

## 1.3 Background Information

The City currently operates 50 facilities throughout Lawrence. The MSO and Parks & Recreation Departments operate 18 maintenance-oriented facilities. Many of the facilities do not support the current demand for service and have limited potential for improvement or expansion. Other challenges with the current facilities include:

- Employee safety
- Decentralized locations, requiring excessive drive time
- Duplication of facilities, function and staff roles
- Insufficient and inadequate storage for equipment, materials and inventory
- Insufficient information technology and systems
- Lack of security
- Located in a floodplain/floodway

The primary goals of this project include:

- Move from decentralized facilities to a consolidated campus that centralizes staff and facilities
- Minimize duplication of facilities, functions and staff roles
- Improve cooperation, resource sharing, and functionality
- Leverage scarce resources by utilizing multiple funding sources, considering financial constraints and leveraging property resources through a multi-phased approach

The 2019 – 2023 CIP identified project #UT1884CIP and #PW18B7CIP and allocated a total of \$7,200,000 for the project in 2018 and 2019.

## 1.4 Deadline to Submit Proposals

Tuesday, July 23, 2019  
5:00 p.m. Central Time Zone

## 1.5 Submission Method

Proposals are to be submitted via email to the Point of Contact:

## Section 2: Scope of Work

### 2.1 Project Scope

For the new Field Operations Facility project, Consultant shall 1) Conduct comprehensive space needs analysis for City Field staff in both current and estimated future capacities; 2) Refine the list of functions and facilities for consolidation; 3) Verify the Farmland Remediation site meets the requirements of the space needs evaluation; 4) Coordinate with GHD on Farmland remediation alternative locations; 5) Determine infrastructure requirements; 6) Develop concept plan for Phase 1 Facility and future expansion; 7) Evaluate phasing of construction and field staff relocation; 8) Assess options for existing City facilities.

These services shall be included in the Consultant's scope by either in-house staff or subconsultants.

Consultant should be prepared to make public presentations to the City Commission on the preliminary design process to provide information and accept input and guidance. Consultant shall prepare budget estimates for each major phase of the design and construction project.

Consultant's scope for design and construction phase services will be determined prior to the start of those phases and supplemental agreements executed at that time.

### 2.2 Anticipated Services to be Provided

#### A. PRELIMINARY DESIGN SERVICES

- a. Conduct meetings with designated City personnel and their agents to establish a mutual understanding of the project requirements and priorities.
- b. Conduct comprehensive space needs analysis for City Field staff in current and estimated future capacities. Provide concise summary report with updated objectives of the project, including the interrelation of space allocations, the areas required for the spaces, specific materials and/or assemblies to be used, cost implications, constraints, and any special design considerations required for the project.
- c. Verify the proposed site meets the requirements of the space needs analysis.
- d. Coordinate with GHD on Farmland remediation alternatives.
- e. Advise on measures to align the project requirements and priorities with the budget.
- f. Establish a schedule for each design phase.
- g. Evaluate construction phasing and field staff relocation.
- h. Assess options for existing City facilities.

#### B. CONCEPT DESIGN SERVICES

- a. Identify and define program requirements with input from designated City personnel and provide a schematic space plan for the facility.
- b. Develop schematic site documents identifying, but not limited to:
  - i. Building footprint and alternative building designs
  - ii. Building elevations, sections, and floor plans

- iii. Space planning, furnishings, and finishes
- iv. Parking areas
- v. Landscaping
- vi. Utility infrastructures and proposed easements
- vii. Property boundaries
- viii. Topographical surveys
- ix. Soil borings
- x. Stormwater detention and/or treatment
- xi. Site lighting photometric
- xii. Traffic study and roadway improvements
- xiii. Farmland Remediation alternatives
- c. Provide outline specifications.
- d. Prepare budget estimates for this phase including MEP.
- e. Develop concept plan for the site to include future Field Operations Facility phases.
- f. Consultant will present at neighborhood meetings on the site concept plan, gather input from citizens, and make revisions per direction of City personnel.
- g. Consultant will make public presentations to the Planning Commission.
- h. Consultant will make public presentations of the concept design to the City's Governing Body.

### **2.3 Capital Project Management Software (CPMS)**

Consultant will be required to utilize the City's CPMS (web-based e-Builder project management software and communications tool) in meeting the requirements of this contract. The Department will provide, at no charge to the Consultant, a license for the Consultant to access the web-based software on the Consultant's computer.

## Section 3: Procurement Requirements

3. Section 3: Interested firms are required to submit a proposal that adheres to the following procurement requirements.

### 3.1 Conflicts of Interest

No conflicts of interest shall be permitted with the project. A potential conflict of interest exists if any member of the Consultant has any interest that would conflict, or has the appearance of conflicting, in any manner with the performance of the work on this project.

### 3.2 Special Requirements

The Consultant agrees that it shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry. The Consultant agrees that if the consulting firm fails to comply with the manner in which the Consultant reports to the Kansas Human Rights Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Consultant shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the Department. If the consulting firm is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the consulting firm shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the Department.

### 3.3 Overview of The Expertise-Driven Project Delivery Process

This contract will be delivered via the Expertise-Driven Project Delivery (XPD) process as outlined in this RFP. The XPD process consists of three primary phases: 1) Selection Phase, 2) Pre-Award Clarification Phase, and 3) Post-Award Performance Metrics.

#### 3.3.1 Selection Phase

The first phase of the XPD process focuses on each Consultant's ability to differentiate itself from competing proposals. Consultants will be evaluated based upon the ability to identify, prioritize, and minimize project risks, add differential value to the Department, show a high level of past performance on behalf of other clients and similar projects, and propose a highly-qualified project team. Submitted proposals should be brief, show differentiation, and allow the Department to make a justifiable selection. It is imperative that each Consultant realize that what is written in the proposals and discussed in the interviews will become part of the final contract.

#### 3.3.2 Pre-Award Clarification Phase

The second phase of the XPD process occurs prior to award with the selected Consultant. The selected Consultant will be required to clearly present their implementation plan for the project, coordinate risk minimization solutions, clarify value assessment options, and identify specific support and resources that will be requested from the Department throughout the project. This phase is provided to the selected Consultant to ensure they have properly addressed and accounted for all aspects of the scope in their proposal.

### **3.3.3 Post-Award Performance Metrics**

After the contract is awarded, post-award performance metrics will be measured continuously throughout the contract duration. The awarded Consultant will be required to monitor and track all risks (actual and potential deviations to the contract) on a regular basis. Additional post-award performance metrics (specific service-level-agreement items and/or key performance indicators) may also be established.



## Section 4: Selection Phase

4. This section describes the Selection Phase of the XPD process and is divided into two subsections:

- 4.1 Proposal Submission: description of required proposal content.
- 4.2 Evaluation Process: description of evaluation procedures.

### 4.1 Proposal Submission

This subsection provides a description of the required proposal content that is required from each Consultant.

#### 4.1.1 Proposal Form Templates

This RFP contains the Forms described below. Consultants must use these Forms and no other proposal content will be considered for evaluation. A template for each Form is provided in electronic format for Consultants to use. Consultants must download, complete, and submit each Form in their proposal. Consultants shall NOT re-create these Forms, create their own Forms, or edit the format of the Forms (page sizing, font type, font size, color, etc.) Any proposal that does not adhere to these requirements may be redacted or deemed non-responsive and rejected (for the specific sections where infractions are found or for the entire proposal).

A separate file in Microsoft Word document file is provided for Section 7 – List of Proposal Forms. This document contains the required templates for Proposal Forms 1-10. Consultants must use the required templates when compiling their proposal response.

#### 4.1.2 Proposal Form 1: Signature Page

Consultants must complete all information requested in the Proposal Form, including:

- Contact information for the Consultant.
- Acknowledgement of all addenda.
- Signature of the person authorized to contractually obligate the Consultant.

#### 4.1.3 Proposal Form 2: Project Team

Consultants must identify the names of their project team role. The Department has designated the following project team roles as being critical for this contract (please note that the job titles are generic and may not accurately reflect the specific job titles within each Consultant):

- Project Manager: responsible for coordination of the design team.
- Design Architect: facilitate the design progression, including design sessions, gathering input from personnel on key elements to the program, advising on budget and schedule impacts of the design, etc.
- Civil Engineer: the person responsible for site development that would be included in design milestones.
- Subject Matter Expert: open role to be discussed with consultants at pre-submittal conference.

Following contract award, the Department expects these project team roles to act as the lead individuals responsible for the roles identified above. The term “lead individual” is defined as the person who will devote the greatest time allocation to completing the day-to-day tasks, activities, and requirements associated with each role. In other words, the “lead individuals” are expected to devote the greatest time commitment at the operational level (rather than an executive, partner, or other leadership staff that will be less directly involved in day-to-day operations).

These project team roles cannot be removed or replaced without written approval by the Department.

Consultants are encouraged to submit a Request for Information (RFI) should they feel that the above-listed individuals do not optimally represent the key roles and/or distinct technical competencies required for this RFP.

#### **4.1.4 Proposal Form 3: List of Subconsultants**

Consultants must list the subconsultants proposed as part of their project team. If no subconsultants are proposed, this Form may be left blank.

#### **4.1.5 Proposal Form 4: Execution Methodology**

The purpose of the Execution Methodology is to establish a brief chronological roadmap of how Consultants plan to deliver the project’s Scope of Work. The Execution Methodology must include a description of major milestones, activities, and deliverables along with associated sequencing, approximate schedules/durations, and means and methods being proposed.

In order to minimize bias, the Execution Methodology MUST NOT contain any names that can be used to identify Consultants (such as company names, personnel names, project names, client names, or product names).

An Execution Methodology template is provided as a form and must be used by all Consultants. Consultants are NOT allowed to re-create, re-format, or modify the template (cannot alter font size, font type, font color; add colors, pictures, diagrams, etc.).

The Execution Methodology must NOT exceed 2 pages (front side of page only).

Proposals that fail to meet the above formatting requirements may be removed from the evaluation process and given a score of zero. The Department also reserves the right, in its sole discretion, to redact portions of a submission to remove non-compliant information. The Execution Methodology will become part of the final contract for the selected Consultant.

#### **4.1.6 Proposal Form 5: Risk Assessment**

The Risk Assessment is separated into two sections: Assessment of Controllable Risks and Assessment of Non-Controllable Risks.

- **Assessment of Controllable Risks:** Consultants must identify specific aspects of the Scope that they deem to be most critical for achieving a successful project outcome. In addition to identifying these aspects, Consultants must describe their planned action steps for achieving a successful outcome, including the specific

operational approaches that will be employed to do so. In other words, these aspects can be thought of as technical risks that Consultants are able to minimize based upon their technical expertise and past experience. Controllable risks should be listed in order of priority.

- **Assessment of Non-Controllable Risks:** Consultants must identify the risk items that have potential to impact to the project cost, schedule, scope, and/or quality. Emphasis should be placed on risk items that are non-controllable by the Consultant, which may include, but are not limited to, risks caused by the Department, the Department's agents/partners/consultants/representatives, third party stakeholders and authorities having jurisdiction (AHJs), concealed conditions, market conditions, and/or other unforeseen events that may impact the project. In addition to identifying non-controllable risk items, Consultants are required to utilize their expertise to (a) identify the step-by-step action steps they will take to prevent each risk from impacting the project, (b) define the potential impacts to the project if the risk does occur, and (c) recommend a response plan if the risk does occur. Non-controllable risks should be listed in order of priority.

In order to minimize bias, the Risk Assessment MUST NOT contain names that can be used to identify Consultants (such as company names, personnel names, project names, client names, or product names).

Risk Assessment templates are provided as a form and must be used by all Consultants. Consultants are NOT allowed to re-create, re-format, or modify the template (cannot alter font size, font type, font color; add colors, pictures, diagrams, etc.).

The Risk Assessment must NOT exceed 4 pages (front side of page only) (2 pages for Controllable Risks and 2 pages for Non-Controllable Risks).

Proposals that fail to meet the above formatting requirements may be removed from the evaluation process and given a score of zero. The Department also reserves the right, in its sole discretion, to redact portions of a submission to remove non-compliant information. The Risk Assessment will become part of the final contract for the selected Consultant.

#### **4.1.7 Proposal Form 6: Value Assessment**

Consultants shall identify options that are alternate to the base Scope of Work. The Value Assessment is intended to allow Consultants to differentiate themselves based upon their expertise and ability to identify opportunities to improve project outcomes for the Department. Value Assessment items may include, but are not limited to, the following: scope additions, scope reductions, and/or scope alternates. Value Assessment items should be listed in order of priority.

During the Pre-Award Clarification Phase, the Department will determine whether each Value Assessment item from the selected Consultant will be accepted or rejected.

In order to minimize bias, the Value Assessment MUST NOT contain names that can be used to identify Consultants (such as company names, personnel names, project names, client names, or product names).

A Value Assessment template is provided as a form and must be used by all Consultants. Consultants are NOT allowed to re-create, re-format, or modify the template (cannot alter font size, font type, font color; add colors, pictures, diagrams, etc.).

The Value Assessment must NOT exceed 2 pages (front side of page only).

Proposals that fail to meet the above formatting requirements may be removed from the evaluation process and given a score of zero. The Department also reserves the right, in its sole discretion, to redact portions of a submission to remove non-compliant information. The Value Assessment will become part of the final contract for the selected Consultant.

#### **4.1.8 Proposal Form 7: Past Performance Surveys for the Project Team**

Consultants shall prepare and submit Past Performance Surveys for their project team role. The Department will analyze past performance surveys for each of the project team role listed below. These entities are the same as the Project Team (Proposal Form 2):

- Project Manager
- Design Architect
- Civil Engineer
- Subject Matter Expert

For each of the project team role, the Consultant shall prepare and collect Past Performance Surveys (Proposal Form 7) as outlined below. A **maximum of Three (3)** Past Performance Surveys may submitted for each project team role.

#### **4.1.9 Proposal Form 8: Narratives of Related Experience**

Consultants shall describe their team's experience delivering projects of similar scope. The Department is most interested in brief narratives of the operational approaches, means and methods, and execution strategies directly performed by Consultants on related projects. The Department is also interested in specific challenges the Consultant team encountered on related projects and how these challenges were addressed/overcome.

Narratives of Related Experience ARE NOT required to be anonymous. Consultants are welcome to identify the specific project, participating project team role, and relevant details as appropriate within the narrative.

The template provided in Proposal Form 8 must be used by all Consultants. Consultants are NOT allowed to re-create, re-format, or modify the template (cannot alter font size, font type, font color; add colors, pictures, diagrams, etc.)

Each Consultant is encouraged to submit a maximum of three (3) Narratives of Related Experience. As indicated in Proposal Form 8, each narrative is limited to a single (1) page (front size only) and a single (1) additional page of visual representations.

The narratives must address the following components:

- Project Information: Name, Client/Owner, Current Status, Approximate Design Duration, Approximate Construction Budget, Square Footage
- Narrative: brief case study including a description of building occupancy, footprint, adjacencies, structural system, and other key design elements (features, aesthetics, building flow, etc.) in addition to means and methods used in the design phase to

- execute the project.
- Visual representation: in addition to the narrative, 1 page of visual representations (building picture, rendering, elevation, section, etc.) are requested.

#### **4.1.10 Proposal Form 9: Proposal Assumptions**

Consultants shall identify any assumptions that were made when preparing their proposal response. This may include, but is not limited to, items that are considered to be “in” or “out” of scope, assumptions of the Department’s existing environment and capabilities, tasks/resources the Department will be requested to provide, etc. This Form will NOT be evaluated. It will only be viewed AFTER the evaluation process has been completed and the selected Consultant is notified.

#### **4.1.11 Proposal Form 10: Cost Proposal**

Consultants shall provide their Cost Proposal via the format indicated in the Form.

Cost proposals are required to cover cost for all items included within the Scope of Work (SOW).

Consultants who wish to propose any alternate to the base Scope of Work (SOW) should do so within the Value Assessment (Proposal Form 6) part of the RFP.

#### **4.1.12 Interviews**

The Department will conduct interviews with each of the Consultants. The Department may shortlist Consultants prior to the Interview stage based upon the shortlisting procedures described below. The interviews will be limited to the following project team roles. No other individuals will be allowed to participate in the Interviews. The Department may also request to interview additional personnel at their sole discretion.

- Project Manager
- Design Architect
- Civil Engineer
- Subject Matter Expert

The individuals that will be interviewed must be the same person that is identified in the Consultants’ Proposal. No substitutes, proxies, phone interviews, or electronic interviews will be allowed (special circumstances may be considered at the sole discretion of the Department – please notify the Department with as much advance notice as possible). Individuals who fail to attend the interview will be given a score of zero, which may jeopardize the Consultant’s competitiveness.

Interviews are expected to last approximately 30 minutes per individual. The Department will interview individuals separately. No other individuals (from the Consultant’s organization) will be allowed to sit in or participate during the interview session. Interviewees may not bring notes, handouts, or other marketing materials unless specifically requested by the Department.

## **4.2 Evaluation Procedures**

This subsection provides a description of the evaluation procedures that will be used.

#### 4.2.1 Overview

The Department will select the Consultant that, in the sole judgment of the Department, best meets the RFP requirements. The Department reserves the right to clarify, negotiate, or seek additional information, on any Proposal.

#### 4.2.2 Evaluation Summary

Proposals will be prioritized based on the categories described below. Note that only shortlisted Consultants will participate in the Interviews.

<b>Evaluation Category</b>	<b>Maximum Points</b>
Cost Proposal	Pass/Fail
Execution Methodology	15
Risk Assessment	20
Value Assessment	15
Past Performance Surveys (Project Team Personnel)	05
Narratives of Related Experience	10
Interviews of Project Team Personnel (short-listed, if necessary)	35
<b>Maximum Total Points Possible:</b>	<b>100</b>

#### 4.2.3 Responsive and Responsible

The Department shall only consider and evaluate proposals from responsive and responsible Consultants.

To be considered responsive, at a minimum, Consultants must complete and submit all of the required information that is requested in this RFP and its Forms, and the Proposal must also be delivered on time and to the correct address as identified in this RFP. Any proposal that is unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may be marked as non-responsive.

To be considered responsible, at a minimum, Consultants must be presently engaged in providing the services similar to those required in this RFP, must have appropriate licenses, and must be capable of performing the services required in the Scope of Work. The Department, in its sole discretion, may reject any proposal in which the Consultant:

- Has unsatisfactorily performed work for the Department in past projects.
- Has a current contract with the Department which is not in good standing.
- Has had a contract terminated by the Department for non-performance.
- Is engaged in unresolved disputes or is in litigation with the Department.
- Has been or is presently debarred, suspended, proposed for debarment, or declared ineligible for award of a contract by any public entity.
- Had judgments rendered against them for fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or tax evasion.

The Department reserves the right to contact any Consultant to clarify information in its proposal, to request additional information from the Consultant, or to conduct additional investigation about the Consultant not outlined in this RFP. Consultants that do not or cannot provide the requested information may be considered non-responsive.

#### **4.2.4 Evaluation Committee**

An Evaluation Committee will be used to evaluate all responsive Proposals. The Evaluation Committee is expected to contain four to seven 4-7 individuals with knowledge of this project and associated Scope of Work. However, members of the Evaluation Committee may or may not have specific technical expertise or previous experience with this particular project; therefore, it is important that the Consultants submit clear and concise proposals that avoid overly technical jargon (as much as possible).

The Evaluation Committee will be asked to independently review and score specific portions of all responsive proposals. First, the Evaluation Committee will evaluate the Execution Methodology, Risk Assessment, and Value Assessment under a blind evaluation process. Once the blind evaluations are complete, the Evaluation Committee will evaluate the Narratives of Related Experience.

These evaluation criteria will be reviewed comparatively based on a 1-10 scoring scale. A “10” represents that the item being evaluated is dominantly greater (or has demonstrated greater differential in value/qualifications/expertise) than the average submission. A “5” represents that the item being evaluated is about average (or there is insufficient information to identify clear differential). A “1” represents that the item being evaluated is dominantly below the average. Once each member has individually scored each item, their scores will be sent to the point of contact, who will then average the scores together to obtain the final average score for each of the evaluated criteria. The evaluation weights will then be allocated, such that the best evaluation score for each evaluation criteria will receive credit for the full evaluation weight available for that criteria. All competing proposals will be linearly pro-rated in relation to the best evaluation score on a criteria-by-criteria basis.

Cost Proposals will be evaluated numerically based upon the rates submitted by each Consultant, such that the lowest rates will receive maximum evaluation weight. Competing proposals will receive linearly pro-rated evaluation weights. Note that the Evaluation Committee will not have access to the Cost Proposal until after all other qualifications-based criteria have been evaluated.

Interviews will be evaluated on the same 1-10 scale defined above.

Past Performance Surveys will be evaluated numerically based upon the survey scores and number of surveys submitted by each Consultant.

#### **4.2.5 Shortlisting Procedures**

The process that the Department is expected to follow to shortlist proposals prior to interviews is outlined below. Note: the Department may modify this process if it is in the best interest of the project.

- All proposals will be reviewed for compliance with the mandatory requirements as stipulated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration. The point of contact may contact Consultants for clarification of the responses.
- The point of contact will assign a unique code to each responsive proposal.

- The point of contact will provide evaluation documents to each Evaluation Committee member along with coded Risk Assessment and Value Assessment submissions. No team information will be provided to the Committee members.
- The Committee members will independently evaluate and score the documents and submit their scores back to the point of contact.
- The point of contact will create an evaluation matrix with linear scoring to analyze and prioritize the responsive Proposals based on the submitted information.
- The point of contact will present the results of the model to the Evaluation Committee, which will then identify the highest ranking proposals, and identify them as the Shortlisted Consultants. The Department anticipates that the two to five highest rated Consultants will be invited to participate in the Interview process; however, the number of shortlisted firms may be adjusted based upon the number of submittals received and the range of total evaluation scores identified. The Evaluation Committee reserves the right to increase or decrease the number of proposals in this list based on the competitiveness of the proposals.
- The Shortlisted Consultants will be required to participate in the Interviews.

#### **4.2.6 Final Prioritization of Consultants**

After the Shortlisted Consultants have been interviewed, they will be evaluated and scored by the Evaluation Committee. The point of contact will create a final spreadsheet model that includes all of the criteria and weights as identified in this RFQ. Once these Consultants have been prioritized, the point of contact will perform a cost reasonableness assessment as identified in the next section.

#### **4.2.7 Cost Reasonableness Check**

The point of contact will perform a cost reasonableness check of the selected Consultant in the following manner:

- If any proposal has a Cost Proposal that is 30% above or below the average of all of the proposals, the Department reserves the right to not consider that proposal (regardless of ranking).
- If the highest ranked Consultant's Cost Proposal is within 15% of the next highest ranked Consultant's Cost Proposal, the Department reserves the right to proceed and invite the highest ranked Consultant to the Clarification Period. If the highest ranked Consultant exceeds this range, the Department reserves the right to invite the second highest ranked Consultant to the Clarification Period (unless the Department concludes that there is dominant information or justification to proceed with the highest ranked Consultant).
- The Department reserves the right to first consider proposals that are within the budget. If all proposals are over budget, the Department reserves the right to invite the most cost-effective proposals, in order of cost or qualifications, to the Pre-Award Clarification Phase. In this situation, the Department may also identify appropriate modifications to the scope or cancel the procurement.

#### **4.2.8 Debriefing**

Upon request, a debriefing will be offered to each Consultants once the contract award has been issued. The intent of the debriefing will be to provide feedback on Consultant proposals, including specific feedback on individual evaluation criteria. The debriefing will not reveal the identities or content between competing Consultants. The purpose of the debriefing is to



provide Consultants with feedback and to work towards continuous improvement of proposal practices.

## Section 5: Pre-Award Clarification Phase

### 5. Overview:

The Pre-Award Clarification Phase will occur prior to contract award activities. This is not a negotiation period. The intent of this phase is to allow the selected Consultant an opportunity to clarify their proposal, scope items, project risk factors, and value items. The selected Consultant's execution methodology, means and methods, sequencing of activities, and proposed milestone schedule will also be clarified. The selected Consultant will also have the opportunity to identify specific client action items that would be requested from the Department throughout the project duration.

### 5.1 Required Activities / Deliverables

The Consultant will be required to plan the project in detail. The Consultant will be required to perform the following (including, but not limited to):

#### 5.1.1 Clarify the Cost Proposal

- Provide a detailed cost breakdown (major areas, phases, components, etc.)
- Clarify any 'big-ticket' items
- Ensure the cost is inclusive of all scope requirements
- Clarify all value added options

#### 5.1.2 Create a Schedule of Requested Owner Activities and Resources

- Prepare a schedule that lists the activities, actions, decisions, and/or resources needed from the Department
- Include specific due dates that the Department -provided items are needed
- Identify the specific individuals within the Department organization who are responsible for (and agreed to) the items.

#### 5.1.3 Create an overall Project Milestone Schedule

- Prepare a milestone schedule of the project, including all major milestones, phases, activities, and associated sequencing.
- If requested, prepare (or provide a plan to prepare) a detailed operational schedule.

#### 5.1.4 Align Expectations

- Coordinate with all critical parties (subconsultants, suppliers, etc.)
- Provide a complete list of all proposal assumptions (with associated impacts)
- Identify any potential 'deal breakers'
- Identify what is included and excluded in the proposal from a scope perspective
- Identify the roles and responsibilities of the Department or the Department personnel
- Review any unique technical requirements with the Department
- Review statements made during interviews
- Revisit the sites to do any additional investigating

### **5.1.5 Provide All Documentation**

- Acceptance of contract terms and conditions
- Provide a detailed execution methodology, including the specific means and methods that will be utilized to deliver critical aspects of the scope.
- Provide a detailed safety plan (as needed)
- Provide a detailed staffing plan

### **5.1.6 Risk Mitigation Plan**

- Identify all risks or activities not controlled by the Consultant and strategies to mitigate the risks
- Define potential cost, schedule, and quality impacts of non-controllable risks
- Identify how unforeseen risks will be managed and documented

### **5.1.7 Post-Award Performance Metrics**

- Clearly define the metrics that would demonstrate that the Department's project outcomes have been successfully delivered.
- Identify how the Consultant will track and document their performance
- Provide a performance metric report that will be used throughout the project
- Identify how the Department will document this service as a success
- Review the Weekly Risk Report document.

### **5.1.8 Clarify questions and concerns identified by the Department**

## **5.2 Clarification Meetings**

The selected Consultant will be required to conduct and participate in several meetings throughout the Pre-Award Clarification Phase. At a minimum, the Department will expect:

### **5.2.1 Kickoff Meeting**

The Department will require the Consultant to conduct a kickoff meeting at the beginning of the Pre-Award Clarification Phase. The Consultant will lead the kickoff meeting and is expected to be prepared to present the following information:

- Description of their plan for project execution (including specific means and methods of critical activities)
- High level schedule for service delivery
- Address any major concerns provided by the Department
- Identify and address any major deal breakers
- Address all scope assumptions
- Identify major risks to the project (focusing on risks that the Consultant does not directly control) and the associated risk mitigation strategy. Clearly identify any information or actions needed from the Department to support successful service delivery.
- Propose a meeting schedule for items that must be reviewed in detail and resolved during the Pre-Award Clarification Phase.
- Provide recommended contract terms and conditions

### **5.2.2 Weekly Clarification Check-Points**

The selected Consultant will provide a formal update of Clarification status, including associated written documentation, each week during the Pre-Award Clarification phase.

### **5.2.3 Summary Meeting**

The selected Consultant will be required to hold a final summary meeting at the end of the Pre-Award Clarification Phase. This meeting is to present a summary of the final details that were discussed and resolved during the Pre-Award Clarification Phase. This meeting is not a question-and-answer meeting. The Consultant will lead the meeting to present the entire Proposal, Execution Methodology, and identified risks and mitigation plans.

## **5.3 Clarification Document**

The potential best value Consultant will be required to submit a Clarification Document that will contain (at a minimum) the information outlined in the previous section. This document will only be prepared by the Consultant that is invited to the Pre-Award Clarification Phase. Any invitation will not constitute a legally binding offer to enter into a contract on the part of the Department to the Consultant.

## **5.4 Negotiation Period**

The Department reserves the right to negotiate with the selected Consultant during the Pre-Award Clarification Phase. This may include, but is not limited to, modifying the scope of the service (time, cost, quality, expectations, etc.) Any negotiations will not constitute a legally binding offer to enter into a contract on the part of the Department or the Consultant.

## **5.5 Notification of Intent to Award**

No action of the Department other than a written notice from the point of contact to the Consultant, advising acceptance of the proposal and the Department's intent to enter into an Agreement, shall constitute acceptance of the proposal.

## **5.6 Failure to Enter into an Agreement**

At any time during the Pre-Award Clarification Phase, if the Department is not satisfied with the progress being made by the invited Consultant, the Department may terminate the Pre-Award Clarification Phase activities and then commence or resume a new Pre-Award Clarification Phase with the next highest rated Consultant. If the Consultant and the Department fail to agree to terms, or fail to execute a contract, the Department may commence a new Pre-Award Clarification Phase with the next highest rated Consultant. There will be no legally binding relationship created with any Consultant prior to the execution of a written agreement. Any Consultant's proposal, terminated in accordance with this article, is removed from further participation in this Request for Proposal. New Pre-Award Clarification Phase with next highest rated Consultants thereafter are also extended this right.

## Section 6: Post-Award Performance Metrics

6. **Overview:** The Weekly Risk Report system is a tool for the Department in analyzing the performance of the Consultant based on risk. The selected Consultant will require to prepare and submit Weekly Risk Reports. These reports are a tool for the Department in analyzing changes/deviations that may occur throughout an awarded project. Note: these reports do not substitute or eliminate weekly progress reports or any other traditional reporting systems or meetings that the Consultant may perform.

### 6.1 Definition of a Risk

A risk is defined as anything that impacts (or may potentially impact) the original awarded contract cost, schedule, scope, or quality. A risk may be thought of as a potential '*change*' or '*deviation*' in the contract award. This includes deviations that are caused by:

- Designer (or entities contracted by the Designer)
- Owner (scope changes or client-caused deviations)
- Contractor (prime construction firm or their subcontractors)
- Third Parties (which are not hired or contracted by the Consultant)
- Unforeseen / Concealed Conditions

### 6.2 Template

The Weekly Risk Report is an MS Excel spreadsheet file. A template shall be provided by the Department and must be used. Consultant is not permitted to recreate or modify this template in any way. The Department will assist the Consultant in setting up this spreadsheet but it is the Consultant's responsibility to complete and submit these reports as required.

### 6.3 Saving the File

The Weekly Risk Report must be saved in a unique manner to allow the Department to analyze the reports from all ongoing projects. The Consultant must save each report using the date and name of the project given by the Department in the following format: YYMMDD\_Project ID\_Project Name. For example, if you are completing a Weekly Risk Report for the 'Polk Project' (that had an RFP# 56789 for the week ending Friday, March 1, 2016, the excel spreadsheet should be saved as the file name: '160301\_56789\_Polk Project').

### 6.4 Submission Requirements

The Weekly Risk Report must be prepared and submitted by the selected Consultant. The report is due every week (Friday by 5pm) once the project is awarded, and must be submitted every week until the project is 100% complete and the Consultant has received final payment (note: substantial completion does not constitute 100% completion). The report must be emailed to the Department's Compliance Officer and the Department's Project Manager. The Department may also identify additional individuals that should also receive the reports.

Failure to submit Weekly Risk Reports will result in progress payments being withheld from the Consultant until such time that the Weekly Reports are submitted in a timely and accurate manner.

### 6.5 Completing the Report

When the Consultant encounters or identifies a new or potential deviation (to cost or

schedule), they must identify it in the report, along with a short and concise description of the deviation, reasons why the deviation occurred, and a plan/strategy to mitigate the deviation. Each deviation must have an estimated impact to the awarded cost or awarded schedule. These columns cannot be left blank (nor include verbiage such as: n/a, unknown, tbd, etc.). The Consultant should provide their best estimate of the impact, with the understanding that the impact can be adjusted in later reports.

## **6.6 Accuracy of the Report**

The Department will review and analyze each Weekly Report for accuracy, conformance to format requirements, and timely submittals. The Department shall withhold progress payments for missing or substantially inaccurate reports. At the end of the project, the Department may consider the accuracy and timeliness of the reports when making the final closeout rating of the Consultant and the Consultant's team. These ratings may be used and considered during competition on future projects.

## **6.7 Close Out Performance Evaluations**

The Department will evaluate their overall satisfaction with the awarded Consultant's performance. Close Out Performance Evaluations will include, but are not limited to, an assessment of: overall quality, ability to manage the service, ability to minimize complaints, ability to minimize the Department efforts, ability to minimize service delays, ability to minimize cost increases, and submission of accurate and timely Weekly Risk Reports.

The Close Out Performance Evaluations will be used to update the Past Performance Survey scores for the awarded Consultant and its Project Team Personnel.

The Department may choose to provide updated Past Performance Surveys for each phase of this contract, including, but not limited to design milestones and close out ratings at the end of the project.

## **Section 7: List of Proposal Forms**

Proposal Form 1: Signature Page

Proposal Form 2: Project Team

Proposal Form 3: List of Subconsultants

Proposal Form 4: Execution Methodology

Proposal Form 5: Risk Assessment

Proposal Form 6: Value Assessment

Proposal Form 7: Past Performance Surveys for the Project Team

Proposal Form 8: Narratives of Related Experience

Proposal Form 9: Proposal Assumptions

Proposal Form 10: Cost Proposal

## PROPOSAL FORM 1 – SIGNATURE PAGE

### I) COMPANY AND CONTACT INFORMATION

Name of Consultant: \_\_\_\_\_

Contact Information – Individual with authority to contractually obligate the Consultant:

Name	
Title	
Email	
Telephone	
Fax	
Address	

Contact Information – Individual that can be contacted for clarification on this proposal:

Name	
Title	
Email	
Telephone	
Fax	

### II) SIGNATURE

This proposal must be signed by the person authorized to contractually obligate the Consultant.

<i>Printed Name</i>	
<i>Signature</i>	
<i>Date Signed</i>	



## PROPOSAL FORM 2 – PROJECT TEAM

The Consultant shall identify the name of their project team role along with their associated firm. Following contract award, the Department would expect these individuals to fulfil the lead roles as described below. These individuals are expected to be the lead operational participants for their respective roles, and cannot be removed or replaced without written approval by the Department.

***NOTE: the “lead” for each role is defined as the individual who will devote the greatest day-to-day time commitment during the project at the operations level. These individuals are expected to be the lead operational participants for their respective roles rather than an executive, partner, or other leadership staff that will not be directly involved in day-to-day operations.***

POSITION / ROLE ON THE PROJECT TEAM	NAME OF LEAD PERSON	NAME OF FIRM
Project Manager <sup>1</sup>		
Design Architect <sup>1</sup>		
Civil Engineer <sup>1</sup>		
Subject Matter Expert <sup>1</sup>		

<sup>1</sup>Indicates that the project team individual is required to submit Past Performance Surveys and participate in Interviews.

Please refer to Section 4.1.3 for a complete description of the roles and responsibilities each individual is expected to fulfil.

**PROPOSAL FORM 3 – LIST OF SUBCONSULTANTS**

The Consultant shall list the Subconsultants providers who are proposed as part of their overall project team.

1. No changes to the List of Subconsultants providers will be allowed without the express written permission of the Department However, the Department may be open to the approval of additional subs or substitution of subs during the project where justified.
2. List each Subconsultant provider by the firm's proper legal designation, and indicate whether their business is carried on as an individual, partnership, or limited company.
3. The undersigned submits that in proposing the subconsultant named below, the undersigned has fully consulted each and has ascertained to complete satisfaction that those named are acquainted with the extent and nature of the work involved and of the proposed project schedule, and that they will execute their work to conform to the requirements of the Scope of Work.
4. The following are the Subconsultant providers which the undersigned proposes for the performance of the Scope of Work:

Scope of Work	Subconsultant

**I declare that the information provided is true and correct to the best of my knowledge.**

\_\_\_\_\_  
Name of Consultant

\_\_\_\_\_  
Signature

## **PROPOSAL FORM 4 – EXECUTION METHODOLOGY**

This template must be used. Modifications to the format of this template may result in disqualification (i.e. altering font size, altering font type, adding colors, adding pictures, etc.). Do not list any names or information that can be used to identify the Consultant.

The Execution Methodology must cover all requirements as described within the Scope of Work. The purpose of the Execution Methodology is to demonstrate to provide a brief chronological roadmap that describes, in major milestones and activities, the operational means and methods the Consultant will undertake to deliver the Scope of Work.

**(2 pages maximum)**  
**(You may delete all of these instructions)**

**PROPOSAL FORM 5 – RISK ASSESSMENT (CONTROLLABLE)**

This template must be used. Modifications to the format of this template may result in disqualification (i.e. altering font size, altering font type, adding colors, adding pictures, etc.). Do not list any names or information that can be used to identify the Consultant’s identity.

*You may copy/paste to add or delete individual Risk items, but do not exceed the specified page limits.*

Please use the following format:

- **Risk #** – Title of the Risk (critical aspect of the scope)
- **Why is it a Risk?** – A brief description of why the risk is critical a successful project outcome.
- **Solution** – describe all of the following: (a) action steps that will be taken to successfully execute this aspect of the scope, and (b) technical expertise/experience to ensure the proposed action steps will fulfil the Scope of Work.

*Bullet points may be useful for listing recommended action steps.*

**(2 pages maximum)**  
**(You may delete all of these instructions)**

**SECTION 1 – ASSESSMENT OF CONTROLLABLE RISKS**

**Risk 1:** \_\_\_\_\_  
**Why is it a Risk?** \_\_\_\_\_  
**Solution:** \_\_\_\_\_

**Risk 2:** \_\_\_\_\_  
**Why is it a Risk?** \_\_\_\_\_  
**Solution:** \_\_\_\_\_

**Risk 3:** \_\_\_\_\_  
**Why is it a Risk?** \_\_\_\_\_  
**Solution:** \_\_\_\_\_

**Risk 4:** \_\_\_\_\_  
**Why is it a Risk?** \_\_\_\_\_  
**Solution:** \_\_\_\_\_

**Risk 5:** \_\_\_\_\_  
**Why is it a Risk?** \_\_\_\_\_  
**Solution:** \_\_\_\_\_

# PROPOSAL FORM 5 – RISK ASSESSMENT (NON-CONTROLLABLE)

This template must be used. Modifications to the format of this template may result in disqualification (i.e. altering font size, altering font type, adding colors, adding pictures, etc.). Do not list any names or information that can be used to identify the Consultant's identity.

*You may copy/paste to add or delete individual Risk items, but do not exceed the specified page limits.*

Please use the following format:

- **Risk #** – Title of the Risk item
- **Why is it a Risk?** – A brief description of how the risk may impact the project (cost/schedule/scope/quality).
- **Solution** – include all of the following: (a) action steps to prevent the risk from occurring, (b) definition of potential impacts to project cost/schedule/scope/quality if the risk does occur, and (c) recommended response plan if the risk does occur.

*Bullet points may be useful for listing recommended action steps.*

**(2 pages maximum)**  
**(You may delete all of these instructions)**

## SECTION 2 – ASSESSMENT OF NON-CONTROLLABLE RISKS

<b>Risk 1:</b>	_____
<b>Why is it a Risk?</b>	_____
<b>Solution:</b>	_____
<b>Risk 2:</b>	_____
<b>Why is it a Risk?</b>	_____
<b>Solution:</b>	_____
<b>Risk 3:</b>	_____
<b>Why is it a Risk?</b>	_____
<b>Solution:</b>	_____
<b>Risk 4:</b>	_____
<b>Why is it a Risk?</b>	_____
<b>Solution:</b>	_____
<b>Risk 5:</b>	_____
<b>Why is it a Risk?</b>	_____
<b>Solution:</b>	_____

# PROPOSAL FORM 6 – VALUE ASSESSMENT

This template must be used. Modifications to the format of this template may result in disqualification (i.e. altering font size, altering font type, adding colors, adding pictures, etc.). Do not list any names or information that can be used to identify the Consultant's identity.

*You may copy/paste to add or delete individual Value items, but do not exceed the specified page limits.*

Please use the following format:

- Option #** – Title of the Value item
- Description** – A brief description of why the option is beneficial to the client and/or project objectives (what outcomes will the option will bring in the short/long term).
- Cost/Schedule Impact** – provide definition of anticipated cost (\$) and/or schedule impacts (days) as necessary. If no impacts are anticipated, please simply state "\$0" or "0 days"

**(2 pages maximum)**  
**(You may delete all of the instructions)**

**Option 1:** \_\_\_\_\_  
**Description:** \_\_\_\_\_  
**Cost Impact:** \_\_\_\_\_ **Schedule Impact:** \_\_\_\_\_

**Option 2:** \_\_\_\_\_  
**Description:** \_\_\_\_\_  
**Cost Impact:** \_\_\_\_\_ **Schedule Impact:** \_\_\_\_\_

**Option 3:** \_\_\_\_\_  
**Description:** \_\_\_\_\_  
**Cost Impact:** \_\_\_\_\_ **Schedule Impact:** \_\_\_\_\_

**Option 4:** \_\_\_\_\_  
**Description:** \_\_\_\_\_  
**Cost Impact:** \_\_\_\_\_ **Schedule Impact:** \_\_\_\_\_

**Option 5:** \_\_\_\_\_  
**Description:** \_\_\_\_\_  
**Cost Impact:** \_\_\_\_\_ **Schedule Impact:** \_\_\_\_\_

# PROPOSAL FORM 7 – PAST PERFORMANCE SURVEYS FOR THE PROJECT TEAM

**Insert Consultant Name** is performing Past Performance Surveys as part of a proposal process and has identified your organization as one of their previous or current clients. Please evaluate your satisfaction with the performance of **the Consultant** and their Project team role for the project identified in Part A.

**PART A – CLIENT REFERENCE & PROJECT INFORMATION**

Client:	Previous Client Organization Name	Project Name:	Insert brief project title
Reference:	Individual reference person’s name	Proj. Duration (months):	Approx. total duration
Job Title:	Individual reference person’s role	Project Size (\$):	Approx. total dollar value
Email:	Reference person’s email	Project Type:	Standardized type
Phone:	Reference person’s contact number	Delivery Method:	Insert project delivery

**PART B – COMPANY & PERSONNEL BEING EVALUATED**

Name of the Consultant: Insert proposing company’s name  
 Name of Key Personnel: Insert name & role (i.e. John Smith, Project Manager)  
Insert additional members as needed (i.e. Jane Doe, Lead Arch.)

**PART C – PERFORMANCE EVALUATION**

Please rate your level of satisfaction with the Consultant personnel’s performance on a scale of 1 to 10 (with 10 representing that you were very satisfied and 1 representing that you were very unsatisfied).

- Ratings will be applied for (a) our company overall, and (b) each individual listed in Part B above.
- If you wish to provide separate ratings for our firm or an individual, simply complete multiple forms.

No.	CRITERIA	UNIT	RATING
1	Ability to successfully achieve client scope objectives and deliverables	(1-10)	
2	Ability to manage project cost	(1-10)	
3	Ability to manage project schedule	(1-10)	
4	Quality of work	(1-10)	
5	Ability to proactively identify, communicate, and mitigate potential risk items	(1-10)	
6	Overall professionalism and responsiveness to requests	(1-10)	
7	Ability to follow client rules & regulations	(1-10)	
8	Overall client satisfaction and willingness to hire the firm / individual again	(1-10)	

Please provide any recommendations or lessons learned from your project experience:

\_\_\_\_\_  
Printed Name of Client Reference

\_\_\_\_\_  
Job Title

\_\_\_\_\_  
Signature

Thank you for your time and effort!  
**Please return the completed survey to: <<insert proposing company’s contact info>>**

# PROPOSAL FORM 8 – NARRATIVE OF RELATED EXPERIENCE

This template must be used. Modifications to the format of this template may result in disqualification (i.e. altering font size, altering font type, adding colors, adding pictures, etc.).

Each Consultant is encouraged to submit a maximum of three (3) Narratives of Related Experience. As indicated in Proposal Form 8, each narrative is limited to a single (1) page (front size only) and a single (1) additional page of visual representations. The narratives must address the following components:

- Project Information: Name, Client/Owner, Current Status, Approximate Design Duration, Approximate Construction Budget, Square Footage
- Narrative: brief case study including a description of building occupancy, footprint, adjacencies, structural system, and other key design elements (features, aesthetics, building flow, etc.) in addition to means and methods used in the design phase to execute the project.
- Visual representation: in addition to the narrative, 1 page of visual representations (building picture, rendering, elevation, section, etc.) are requested.

**(You may delete all of the instructions above)**

### Related Project Information:

Project Name		Approx. Design Duration	
Client/Owner		Approx. Constr. Budget	
Current Status		Square Footage	

### Narrative:



## PROPOSAL FORM 9 – PROPOSAL ASSUMPTIONS

***Note: This Form will not be rated or scored as a part of the evaluation process. It will only be viewed once the evaluation process is fully completed.***

Please list/describe a summary of the Consultant's major assumptions and expectations that have been made in preparing the proposal. This should include items/tasks that the Consultant has assumed the Department will perform, items/tasks required from the Department, and items/tasks that have not been included in the proposal (items the Consultant feels are outside the scope of work).

**(no page limit)**

**(You may delete these instructions)**

## PROPOSAL FORM 10 – COST PROPOSAL

**Consultant shall submit a cost proposal below for the anticipated scope of work listed in Section 2. Consultant shall attach a current Hourly Rate Schedule to this cost proposal.**

In the City’s standard professional services agreement, compensation is billed based on actual costs (using hourly rates and reimbursable expenses) up to a maximum fee. Indicate the maximum fee for providing the anticipated scope of services for preliminary and concept design documents as well as a percentage-based fee for providing basic design and construction phase services. Basic design services will include preparation of construction contract documents and bid phase services. Basic construction phase services will include attendance at progress meetings, periodic quality assurance site visits, submittal review, interpretation of documents, and construction change documents. Consultant’s detailed scope and maximum fee for design and construction phase services will be determined prior to the start of those phases.

<b>Preliminary and Concept Design Services</b>	
<b>Phase</b>	<b>Consultant Proposed Maximum Fee</b>
Preliminary Design	\$
Concept Design	\$

<b>Design and Construction Phase Services</b>	
<b>Phase</b>	<b>Consultant Proposed Fee Percentage</b>
Design	%
Construction	%

\*Proposed Fee Percentage based on Phase 1 Construction Budget of \$8 million.

# **Section 8 – City of Lawrence Professional Services Agreement**

Engineering Services Agreement

Following template shall be completed and submitted in sufficient quantities for the City of Lawrence to retain 2 copies; 1 – project file, 1 – city clerk.

Supporting Documentation

Exhibit A – Scope of Services & Schedule

Exhibit B – Fee Schedule & Project Phases

Exhibit C – Hourly Rates

Exhibit D – Department Standard Invoice Requirements\*

Insurance Certificates indicating the City of Lawrence as an additional insured, and identifying the project to be submitted with the Agreements for signature.

**New Purchase Orders, Quotes & Bids**

Approval Levels	No Quotes No PO		Quotes			Bid/RFP	
			PO			PO	
	0 - 1,000	1,001- 5,000	Quotes - General Threshold	Quotes - General Threshold			
			5,001-10,000	10,001 - 25,000	25,001 - 50,000	50,001 - 100,000	100,001 - up
Purchaser	X	X	X	X	X	X	X
Dept Designee - Workgroup		X	X	X	X	X	X
Dept Designee - Director			X	X	X	X	X
City Manager					X	X	X
Commission							X

Send email request to Municipal Services & Operations Administrative staff to generate a Purchase Order.

Distribute executed documents as necessary to Consultant, Project File, and City Clerk.

**ENGINEERING SERVICES AGREEMENT**  
**FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS**

Updated March 2007

THIS AGREEMENT is made in Douglas County, Kansas, by and between the City of Lawrence, Kansas, hereinafter called the City, and **CONSULTANT**, hereinafter called the Consultant. The City intends to construct an improvement project (hereinafter called the Project) in Lawrence, Kansas, described in Exhibit A.

The City hereby contracts with the Consultant for professional engineering services in connection with the Project, for such engineering services more particularly described herein in consideration of the mutual covenants herein set forth. By executing this Agreement, the Consultant represents to the City that the Consultant is professionally qualified to provide such and is licensed to practice engineering by all public entities having jurisdiction over the Consultant and the Project.

**SECTION I - DEFINITIONS**

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by this contract, and other forms of any defined words shall have a meaning parallel thereto.

“Additional Services” means any services requested by the City which are not covered by Exhibit A of this Agreement.

“Agreement” means this contract and includes change orders issued in writing.

“City” means the City of Lawrence, Kansas.

“Consultant” means the company or individual identified on page 1. Consultant shall employ for the services rendered, engineers, architects, landscape architects, and surveyors licensed, as applicable, by the Kansas State Board of Technical Professions.

“Contract Documents” means those documents so identified in the Contract, including Engineering Documents. All terms defined in said General Conditions shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.

“Engineering Documents” means all plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums or correspondence related to the work described in Exhibit A attached hereto.

“Engineering Services” means the professional services, labor, materials, supplies, testing and other acts or duties required of Consultant under this Agreement together with Additional Services as City may request and evidenced by a supplemental agreement pursuant to the terms of this Agreement.

“Project” is as described in Exhibit A.

“Subsurface Borings and Testing” means borings, probings and subsurface explorations, laboratory tests and inspections of samples, materials and equipment; and appropriate professional interpretations of all the foregoing.

“Engineering Program Manager” means the person employed by the City with the title of Engineering Program Manager who is licensed to practice engineering in the State of Kansas.

“Municipal Services & Operations Director” means the person employed by the City with the title of Municipal Services & Operations Director.

## **SECTION II - PAYMENT**

### **A. COMPENSATION.**

1. Maximum Total Fee and Expense: The City agrees to pay the Consultant a fee based on the actual hours expended on the Project at the rates indicated in the attached Fee Schedule; Exhibit B and the actual reimbursable expenses permitted under this Agreement and incurred on this Project, but not to exceed a maximum fee of \$\_\_\_\_\_ for (Design, Geotechnical, Construction Phase) Services. Professional fees are based on the scope of services outlined in Exhibit A of this Agreement and shall be completed in accordance with a mutually agreed to schedule. Payment to Consultant shall not exceed the amounts in each phase as detailed in Exhibit B. Other methods of compensation are allowed only after written approval by the Municipal Services & Operations Director.
2. Hourly Rate: Any Additional Services which are not set forth in this Agreement will be charged on the basis of the hourly rate schedule attached hereto as Exhibit B and reimbursable expenses not contemplated in this

Agreement will be charged at actual cost. No Additional Services or costs shall be incurred without proper written authorization of the City.

3. Reimbursable Expenses: Reimbursable expenses shall be included in the total maximum fee. Reimbursable expenses include expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; long-distance communications; expenses of printing and reproductions, postage and facsimile transmissions; expenses of renderings and models requested by the City and other costs as authorized by the City. Reimbursable expenses will not include overhead costs or additional insurance premiums. Unit rates for reimbursable expenses shall be included in Exhibit B attached.
4. Sales Tax: Compensation as provided for herein is exclusive of any sales, use or similar tax imposed by taxing jurisdictions on the amount of compensation, fees or services. Should such taxes be imposed, the City shall reimburse the Consultant in addition to the contractual amounts provided. The City shall provide tax exempt number if required, and if requested by the Consultant.
5. Billing: Consultant shall bill the City monthly for all services and reimbursable expenses. It is understood by the Consultant that monthly pay requests must be received by the 5th day of the month. The bill submitted by Consultant shall itemize the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a Consultant's invoice. The City agrees to pay the Consultant



within ten (10) days of approval by the governing body. If the Consultant fails to submit an itemized bill for services and/or reimbursable expenses within sixty (60) days of completion of the services, the City shall have no duty to pay the Consultant for those services.

6. City's Right to Withhold Payment: In the event the City becomes credibly informed that any representations of the Consultant provided in its monthly billing are wholly or partially inaccurate, the City may withhold payment of disputed sums then, or in the future, otherwise due to the Consultant until the inaccuracy and the cause thereof is corrected to the City's reasonable satisfaction. In the event the City questions some element of an invoice, that fact shall be made known to the Consultant immediately. The Consultant will help effect resolution and transmit a revised invoice if necessary. The City shall pay the undisputed portion of any invoice as provided in Part 5 of this Section II.
7. Progress Reports: A written progress report, as set out in Exhibit C, must be submitted with each monthly pay request indicating which specific design tasks and their percentage have been completed to date, and tasks that will be performed the following month. This report will serve as support for payment to the Consultant.
8. Timing of Services: Consultant will perform the services in a timely manner; however, if during their performance, for reasons beyond the control of the Consultant, protracted delays occur, the parties agree that they will negotiate

in writing an equitable adjustment of time and compensation, taking into consideration the impact of such delays.

9. Change in Scope: For substantial modifications in authorized Project scope, and/or substantial modifications of drawings and/or specifications previously accepted by the City, when requested by the City and through no fault of the Consultant, the Consultant shall be compensated for time and expense required to incorporate such modifications at Consultant's standard hourly rates per Exhibit B. Provided, however, that any increase in contract price or contract time must be requested by the Consultant and must be approved through a written supplemental agreement prior to performing such services. Consultant shall correct or revise any errors or deficiencies in its designs, drawings or specifications without additional compensation when due to Consultant's negligence, error, or omission.
10. Additional Services: The Consultant shall provide, with the City's concurrence, services in addition to those listed in Exhibit A, when such services are requested, in writing, by the City. Prior to entering into any Additional Services, the Consultant must submit a proposal outlining the Additional Services to be provided, estimation of total hours and a maximum fee based upon the hourly rate schedule attached hereto as Exhibit B. Payment to the Consultant, as compensation for these Additional Services, shall be in accordance with the attached hourly rate schedule attached as Exhibit B. Reimbursable expenses incurred in conjunction with Additional Services shall be paid separately and those reimbursable expenses shall be

paid at actual cost. Records of reimbursable expenses and expenses pertaining to Additional Services and services performed on an hourly basis shall be made available to the City if so requested in writing. Production of these documents shall be made at the Consultant's office during normal business hours within a reasonable time at a date and time mutually convenient to both parties.

11. Supplemental Agreement: This Agreement may be amended to provide for additions, deletions and revisions in the services or to modify the terms and conditions thereof by written amendment signed by both parties. The contract price and contract time may only be changed by a written supplemental agreement approved by the City, unless it is the result of an emergency situation in which case the Municipal Services & Operations Director may give verbal and facsimile approval to be followed by a written and approved supplemental agreement. If notice of any change affecting the general scope of the services or provisions of this Agreement, including but not limited to, contract price or time, is a requirement of any insurance policy held by the Consultant as a requirement of this Agreement, the giving of such notice shall be the Consultant's responsibility.

### **SECTION III - RESPONSIBILITIES OF CONSULTANT**

- A. **SCOPE OF SERVICES:** The Consultant shall furnish and perform the various professional duties and services in all phases of the Project to which this Agreement



specifications for the taking of the additional borings. Such Subsurface Borings and Testing, as defined herein, shall be provided by the Consultant through other contractors. Payment to the Consultant will be negotiated in writing.

5. Service by and Payment to Others: Any work authorized in writing by the City and performed by a third party other than the Consultant, or their subconsultants in connection with the proposed Project, shall be contracted for and paid for by the City directly to the third party or parties. Fees for extra work shall be subject to negotiation between the City and the third party. Fees shall be approved by the City prior to the execution of any extra work. Although the Consultant may assist the City in procuring such services of third parties, the Consultant shall in no way be liable to either the City or such third parties in any manner whatsoever for such services or for payment thereof.
  
6. Subcontracting of Service: The Consultant shall not subcontract or assign any of the architectural, engineering or consulting services to be performed under this Agreement without first obtaining the written approval of the City regarding the services to be subcontracted or assigned and the firm or person proposed to perform the services. Neither the City nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

7. Endorsement: The Consultant shall sign and seal all final plans, specifications, estimates and engineering data furnished by the Consultant. The Consultant warrants to the best of its knowledge, information and belief that its performance will be done in a professional manner. Any review or approval by the City of any documents prepared by the Consultant, including but not limited to the plans and specifications, shall be solely for the purpose of determining whether such documents are consistent with the City's construction program and intent. No review of such documents shall relieve the Consultant of their responsibility for the accuracy. It will be the Consultant's responsibility to verify the existence of any and all rights-of-way and easements, including temporary construction easements, that are necessary for the Project construction. Rights-of-way and easements shown on the construction plans shall have proper legal verification to prove their existence.
8. Professional Responsibility: The Consultant will exercise reasonable skill, care and diligence in the performance of its services as is ordinarily possessed and exercised by a licensed professional performing the same services under similar circumstances.
9. Inspection of Documents: The Consultant shall maintain all Project records for inspection by the City during the contract period and for three (3) years from the date of final payment.

#### **SECTION IV - CITY OF LAWRENCE RESPONSIBILITIES**

**A. GENERAL DUTIES AND RESPONSIBILITIES**

1. Communication: The City shall provide to the Consultant information and criteria regarding the City's requirement for the Project; examine and timely respond to the Consultant's submissions; and give notice to the Consultant, who shall respond promptly, whenever the City observes or otherwise becomes aware of any defect in the services.
2. Access: The City will provide access agreements for the Consultant to enter public and private property when necessary.
3. Duties: The City shall furnish and perform the various duties and services in all phases of the Project which are outlined and designated in Exhibit A as the City's responsibility.
4. Program and Budget: The City shall provide full information stating the City's objectives, schedule, budget with reasonable contingencies, and necessary design criteria.
5. Other consultants: The City may contract with "specialty" consultants when such services are requested by the Consultant.
6. Testing: Any tests required to supplement the scope of services or tests required by law shall be furnished by the City.
7. Legal, Insurance, Audit: The City shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project.
8. Project Representative: The Municipal Services & Operations Director, or the Municipal Services & Operations Director's designee, shall represent the

City in coordinating this Project with the Consultant, with authority to transmit instructions and define policies and decisions of the City.

## **SECTION V - GENERAL PROVISIONS**

### **A. TERMINATION**

1. Notice: The City reserves the right to terminate this Agreement for either cause or for its convenience and without cause or default on the part of the Consultant, by providing written notice of such termination to the Consultant. Upon receipt of such notice from City, the Consultant shall, at City's option as contained in the notice: Immediately cease all services and meet with City to determine what services shall be required of the Consultant in order to bring the Project to a reasonable termination in accordance with the request of the City. The Consultant shall also provide to the City digital and mylar copies of all drawings and documents completed or partially completed at the date of termination. The Consultant is entitled to terminate this agreement by providing thirty (30) days written notice.
2. Compensation for Convenience Termination: If City shall terminate for its convenience, as herein provided, City shall compensate Consultant for all services completed to date prior to receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.
3. Compensation for Default Termination: If the City shall terminate for cause or default on the part of the Consultant, the City shall compensate the



Consultant for the reasonable cost of services completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed. The City also retains all its rights and remedies against the Consultant including but not limited to its rights to sue for damages, interest and attorney fees.

4. Incomplete Documents: Neither the Consultant, nor its subconsultant, shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this section, the Consultant having been deprived of the opportunity to complete such documents and certify them as ready for construction.

**B. DISPUTE RESOLUTION**

City and the Consultant agree that disputes relative to the Project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests provided, however, that notwithstanding any such dispute the Consultant shall proceed with the services as per this Agreement as if no dispute existed.

**C. OWNERSHIP OF ENGINEERING DOCUMENTS**

All Engineering Documents prepared in connection with this Project shall be the property of the Consultant, whether the Project for which they are made is executed or not; however, the Consultant shall provide the City a copy of all Engineering

Documents as requested by the City and related to services for which the consultant has been compensated.

Reports, plans, specifications and related documents are the Consultant's copyrighted instruments, and the Consultant, at its option, may so identify them by appropriate markings. Provided that the Consultant is paid in full for its services, then the City may reuse these final documents without any additional compensation. However, such reuse shall be for City use and the Consultant shall have no liability for City alteration to the documents or for any use other than as intended pursuant to the terms hereof.

#### **D. INSURANCE**

Unless otherwise specified, the City shall be shown as an additional insured on all applicable insurance policies except professional liability and worker's compensation. All general and automobile liability insurance shall be written on an occurrence basis unless otherwise agreed to in writing by the City. The City shall be given written thirty (30) days notice of any insurance policy cancellation.

1. Professional Liability: The Consultant shall maintain, throughout the duration of this Agreement, Professional Liability Insurance in an amount not less than one million dollars (\$1,000,000), per claim and annual aggregate, and shall provide the City with certification attached to this Agreement.

2. Commercial General Liability

Each Occurrence      \$500,000

General Aggregate      \$500,000

The policy must also include personal injury; products/completed operations; contractual liability and independent contractors.

3. Worker's Compensation: The Consultant shall retain Worker's Compensation Insurance in the statutory amounts.

4. Employer's Liability:

Bodily Injury by Accident     \$100,000     (each accident)

Bodily Injury by Disease     \$500,000     (policy limit)

Bodily Injury by Disease     \$100,000     (each employee)

5. Automobile Insurance: The Consultant shall maintain a policy in the minimum amounts as required for general liability to protect against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle.

6. Industry Ratings: City will only accept coverage from an insurance carrier which offers proof that it:

a)     Is licensed to do business in the State of Kansas;

b)     Carries a Best's Policyholder rating of A or better; and

c)     Carries at least a Class X financial rating; or is a company mutually agreed upon by the City and Consultant.

7. Subconsultant's Insurance: If a part of this Agreement is to be sublet, the Consultant shall either:

- a) Cover all subconsultants in its insurance policies; or
- b) Require each subconsultant not so covered to secure insurance which will protect against all applicable hazards or risks of loss in the amount so designated.

Whichever option is chosen, the Consultant shall indemnify and hold harmless the City as to any and all damages, claims, or losses, including attorney's fees, arising out of the negligent acts or omissions of its subconsultants.

#### **E. INDEMNITY**

1. Indemnify and Hold Harmless: For purposes of this Agreement, the Consultant hereby agrees to indemnify and hold harmless the City and its employees and officials from any and all loss to the extent caused or incurred in whole or in part as a result of the negligence or wrongful acts of the Consultant, its officers, subsidiaries, employees and subconsultants/assignees and their respective officers and employees, in the performance of services pursuant to this Agreement.

In the case of any claims against the City or its employees and officials indemnified under this Agreement, by an employee of the Consultant, its officers, subsidiaries, or subconsultant/assignees, the indemnification obligation contained in this Agreement shall be limited to those losses caused by the negligence of the Consultant but shall not be limited by any limitation

on amount or type of damages, compensation or benefits payable by or for the Consultant, its officers, subsidiaries, or subconsultant/assignees, under workers' compensation acts, disability benefit acts, or other employee benefit acts, as allowed by law. The Consultant's obligation hereunder shall not include amounts attributable to the fault or negligence of the City or any third party for whom the Consultant is not responsible.

**F. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

**G. APPLICABLE LAW**

This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas.

**H. ASSIGNMENT OF AGREEMENT**

This Agreement shall not be assigned or transferred by either the Consultant or the City without the written consent of the other.

**I. NO THIRD PARTY BENEFICIARIES**

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

**J. FEDERAL LOBBYING ACTIVITIES (Only applies to projects receiving federal funds via the City): N/A**

**K. COVENANT AGAINST CONTINGENT FEES**

The Consultant warrants that they have not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that they have not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City may terminate this Agreement without liability or may, in its discretion, deduct from the contract price or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**L. COMPLIANCE WITH LAWS**

Consultant shall abide by all applicable federal, state and local laws, ordinances and regulations applicable to this Project until the Engineering Services required by this Agreement are complete. Consultant shall secure all occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of its obligations under this Agreement.

**M. TITLES, SUBHEADS AND CAPITALIZATION**

Title and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement. Some terms are capitalized throughout the Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

**N. SEVERABILITY CLAUSE**

Should any provision of this Agreement be determined to be void, invalid unenforceable or illegal for whatever reason, such provisions shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

**0. HAZARDOUS MATERIALS**

The Consultant and the Consultant's subconsultants shall have no responsibility for the discovery, presence, handling, removal, or disposal or exposure of persons to hazardous materials in any form at the Project site.

**P. AFFIRMATIVE ACTION**

The Consultant agrees to comply with the provisions of K.S.A. 44-1030, in the Kansas Acts Against Discrimination, and Section 10-113 eq seq of the Code of the City of Lawrence, Kansas, Affirmative Action in Public Contracts.

**Q. EXECUTION OF CONTRACT**

The parties hereto have caused this Agreement to be executed in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CONSULTANT**

By: \_\_\_\_\_

**CITY OF LAWRENCE, KANSAS**

By: \_\_\_\_\_

Thomas M. Markus

City Manager

APPROVED AS TO FORM:

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Toni Ramirez Wheeler  
City Attorney



**EXHIBIT D**  
**STANDARD INVOICE REQUIREMENTS**

- A. Invoice shall identify Project Number and Name, and City Purchase Order Number.
- B. Individual Staff to be identified by Name and Title with itemized hours billed.
- C. Copies of Subconsultant invoices and reimbursable expenses to be included for items billed on the invoice.
- D. Invoice shall provide an accounting of Contract Total; Amount Previously Invoiced; Current Invoice Amount; Amount Remaining on Contract.