

REQUEST FOR QUALIFICATIONS

FOR ENGINEERING SERVICES

FOR

FEASIBILITY STUDY FOR THE DESIGN

AND CONSTRUCTION OF THE

SNOWBALL WATER TREATMENT PLANT



DUE DATE AND TIME – May 8, 2020, 10:00 AM Mandatory Pre-SOQ Conference and Tour: - April 10, 2020, 10:00 AM

Pagosa Area Water & Sanitation District. • 100 Lyn Ave • Pagosa Springs CO 81147 • 970 731-7641

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FIGURES

Figure 1. Service Area

Figure 2. Snowball WTP

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Appendix A. Certification of Statement of Qualifications

I. PROJECT BACKGROUND INFORMATION

I.I. SERVICE AREA

The Pagosa Area Water and Sanitation District (PAWSD) is a quasi-municipal corporation and political subdivision of the State of Colorado and is organized and operated pursuant to Title 32, Colorado Revised Statutes. PAWSD provides water supply and distribution services within its jurisdictional boundaries.

PAWSD encompasses approximately 70 square miles within Archuleta County in southwestern Colorado. It includes within its boundaries the Town of Pagosa Springs and unincorporated portions of Archuleta County, including the Pagosa Lakes resort community.

The PAWSD service area is broken into two districts. District 1 is the Pagosa Lakes area that can be generally described as running along Piedra Road and west to the Elk Park Ranch subdivision and runs north to the Eagle Peak subdivision and south to the southern end of the Meadows subdivision. District 2 is the area west of Piedra Road which includes the Town of Pagosa Springs and the Highway 84 corridor to the Loma Linda Subdivision and west along Highway 160 to the Log Park subdivision.

A map outlining the service area is included in Figure 1.

I.2. EXISTING WATER SUPPLY SOURCES

All raw water used by PAWSD is surface water supplied from the San Juan River or its tributaries. The District operates three separate diversions each feeding one of three separate water treatment plants.

I.2.1. Hatcher Reservoir and Water Treatment

Hatcher Reservoir has a capacity of 1,729 acre-feet (880 acre-feet of usable water) and is the source of supply for the Hatcher Water Treatment Plant (WTP). The reservoir stores water from runoff from Martinez Creek and from the Dutton Pipeline through a diversion off of Fourmile Creek. The Hatcher WTP is Micro-Filtration plant with a 2 MGD capacity.

The treated water from the Hatcher WTP is the primary water supply for District 1. The distribution system has two pipelines which through valve control can allow water from District 1 into District 2. This is only provided when absolutely necessary and does not have the pressure to provide water to the entire District 2.

I.2.2. San Juan Water Treatment Plan

The San Juan WTP is located on the main PAWSD campus. This plant was originally constructed as a 3 MGD direct filtration plant receiving raw water directly from the San Juan River via two pumping stations.

The plant was retrofitted with a pretreatment facility to allow it the ability to treat water from Lake Forest. Lake Forest is a 465 acre-foot shallow reservoir with taste, odor and color issues related to high organics. The pretreatment system removes organics prior to the filtration system. Lake Forest receives water from the Stevens, Lake Pagosa and Village reservoirs. These three reservoirs have an approximate usable volume of 3,500 acre-feet. The pretreatment facility limits the San Juan WTP to approximately 1 MGD.

The plant is currently configured to treat water from either the San Juan River at a treatment capacity of 3 MGD or from Lake Forest at a treatment capacity of only 1 MGD. During the project period PAWSD anticipates using the San Juan WTP to treat water from the river.

The San Juan WTP is a peaking plant and is currently operated during summer months only when the PAWSD water sales increase by approximately 300% due to irrigation and tourism.

I.2.3. Snowball Water Treatment

The existing water supply facilities at the Snowball WTP include a 2 MGD direct filtration plant, a 34 acrefoot raw water reservoir (settling pond), 250,000 gallon treated water storage tank and an eight mile raw water transmission line. The transmission line carries water by gravity from the intake on the West Fork of the San Juan River. The treatment plant and storage tank sit on approximately 2.23 acres. The settling pond sits on an additional 4.5 acres just north of the treatment plant.

The original Snowball WTP along with the raw water line were completed in 1970. The current water treatment plant was completed in 1985 for the town of Pagosa Springs. PAWSD took ownership of the system in 1992. The treated water from the Snowball WTP is the water supply for District 2. See Figure 2.

2. STATEMENT OF QUALIFICATIONS

2.1. PURPOSE OF THE STATEMENT OF QUALIFICATIONS

The Pagosa Area Water and Sanitation District (PAWSD or District) is seeking Statements of Qualifications (SOQ's) from qualified engineering firms to conduct a feasibly study for a new 3 MGD \pm water treatment plant to take the place of the existing 2 MGD Snowball direct filtration water treatment plant constructed in 1984/5. The feasibility study will outline the most practical approach for the new water treatment plant, including type of facility and whether to construct the new plant alongside the existing system while existing system continues to operate or demolish the existing system prior to construction and use other PAWSD assets to meet water production needs during construction.

It is the intent of PAWSD to use the selected firm to continue with the project after feasibility has been completed and extend the contract for design services, bidding assistance and construction oversight services. It is the intent of the District to move directly from a ranking of interested firms based on their SOQ's and subsequent interviews, to the development of a negotiated Scope of Work, Budget and a contract for services.

The District anticipates three phases of engineering work, each to be negotiated and awarded separately and sequentially. These phases are:

1. Feasibility study and cost estimating;

- 2. Preliminary design, final design and bid documents;
- 3. Bidding assistance, construction management and inspections.

Below are the anticipated services for all three phased of the project.

- Civil Engineering;
- Electrical Engineering;
- Instrumentation and Control Engineering;
- Mechanical Engineering;
- Structural Engineering;
- Architectural Design;
- Geotechnical Engineering and Soils Laboratory Services;
- Water Chemistry Analysis
- Survey Services;
- Construction Cost Estimating;
- Construction Management/Oversight;
- Permitting Services.

2.2. ANTICIPATED SERVICES REQUIRED

The SOQ of interested engineering firms or teams shall state their qualifications to provide the above mentioned services:

2.3. COMPONENTS OF SOQ

The SOQ of interested engineering firms or teams shall state their qualifications to provide the following services:

- A. Design of water treatment plants in compliance with all rules, regulations and requirements of the Colorado Department of Public Health and the Environment (CDPHE).
- B. Design of water treatment plants in mountain communities with similar source water, weather and flow conditions.
- C. Familiarly with a variety of water treatment technologies including but not limited to conventional or direct filtration and micro-filtration.
- D. Ability to complete design and bid process professionally and in a timely manner.
- E. Ability to perform construction management and inspection during the project.
- F. Ability to communicate to the District during feasibility and design phases.
- G. Ability to aid the District in acquiring funding sources, including developing Preliminary Engineering Reports in formats acceptable to funding agencies.
- H. Understanding of construction practices related to the construction of a municipal WTP.

2.4. COMPONENTS OF SELECTION

The following conditions will be outlined in the contract of the project:

- A. The District will rate the top firms based on their Statement of Qualifications provided in the RFQ response and will interview, at a minimum, the top three firms.
- B. The district will begin negotiating a Scope of Work for the project with the top ranked firm amongst the firms interviewed. Should the District be unable to reach agreement on the Scope of Work and cost for the project with the top-ranked firm it will proceed to negotiations with the second ranked firm, and so on.
- C. The District expects that professionals identified in a firm's response to the RFQ will be the same professionals who will do the majority of the work during the creation of the scope of work, planning, and review phases of the project. Changes to any key members of this proposal will required District approval. Award of a contract is based on the qualifications of the team members provided in the response to this RFQ; therefore, failure of the firm or any subcontractor to commit these individuals, or District approved substitutes with comparable or higher skills without additional cost to the District, may be considered cause for termination of the contract.
- D. The District expects that the engineering firms will show substantial experience with water treatment plant design and construction.
- E. PAWSD expects construction to be complete in 2023 or 2024.
- F. The District will maintain oversight of the project through all phases.

2.5. CRITERIA OF THE SOQ

The following criteria shall be fully addressed in the SOQ:

- A. Firm's history and capability to perform the services identified;
- B. Firm's financial stability and accountability;
- C. Relevant project experience;
- D. Qualifications of the Project Manager;
- E. Qualifications of project team members;
- F. Familiarity with water treatment plants similar in size and under the jurisdiction of the CDPHE;
- G. Proximity of the Project Manager and team to Pagosa Springs CO and responsiveness of the Project Manager and team on project issues;
- H. Project approach and schedule;
- I. References;
- J. Quality, clarity and briefness of the SOQ.

2.6. EVALUATION PROCESS

This is an evaluation of the engineering firm's qualifications, do not include costs, or references to costs in the submittal. :

The evaluation will be based on information provided related to the selection criteria as follows:

		Points
А.	Firm's history and capability to perform the services identified;	10
В.	Firm's financial stability and accountability;	5
C.	Relevant project experience;	15
D.	Qualifications of the Project Manager;	10
Е.	Qualifications of project team members;	10
F.	Familiarity with water treatment plants similar in size and under the jurisdiction of the CDPHE;	15
G.	Proximity of the Project Manager and team to Pagosa Springs CO and responsiveness of the Project Manager and team on project issues;	10
Н.	Understanding of construction practices related to the construction of a municipal WTP;	10
I.	References;	5
J.	Quality, clarity and briefness of the SOQ.	10

Scoring will be completed by a hiring committee consisting of District staff. The evaluations are at the sole discretion of the District and the Districts decisions in the evaluation process and moving forward with the development of a contract are final and not open to appeal.

2.7. PRIME ENGINEERING FIRM

It is recognized that several engineering firms may wish to combine their resources in responding to this RFQ. An SOQ with such a combination is acceptable and encouraged provided that the complete SOQ contains all the required information, and indicates which engineering firms shall be responsible for each of the components that make up the complete set of services. In addition, there must be a prime engineering firm designated to perform all implementation and project management activities such as project scheduling and coordination, communication, issue tracking, service delivery, integration, and implementation. All ongoing support, maintenance, changes and support contracts for the implemented services must be coordinated through the prime engineering firm.

The District will enter into a single contract with the prime engineering firm for the entire proposed services. The prime engineering firm is unilaterally liable for the success and ongoing support of the proposed services, regardless of other engineering firm dependencies. The prime engineer shall ensure all subcontractors abide by the rules of any funding agencies.

2.8. NON-OBLIGATION

Receipt of SOQs in response to this RFQ does not obligate the District in any way. The right to accept or reject any engineering firm shall be exercised solely by the District. PAWSD shall have the right to waive any defects in the SOQ at its sole option. PAWSD shall retain the right to abandon the RFQ/SOQ process at any time prior to the actual execution of a contract with an engineering firm, and the District shall bear no financial or other responsibility in the event of such abandonment.

2.9. BUSINESS AND PROFESSIONAL LICENSES

The successful engineering firm and all subcontractors are required to hold valid business and professional licenses and registrations required by the State of Colorado prior to submittal of the SOQ and such licenses and registrations must be maintained in current status throughout the term of the agreement for services.

2.10. INSURANCE

The engineering firm will hold harmless, indemnify and defend the PAWSD and its employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any kin arising from the negligent or intentional acts, errors or omissions of the engineering firm, its officers, employees or agents. This will include, but not be limited to, the amounts of judgments, penalties, interest, court costs, reasonable legal fees, and all other expenses incurred by PAWSD arising in favor of any party, including the amounts of any damages or awards resulting from claims, demands and causes of action for breach of fiduciary duty or malfeasance, personal injuries, death or damages to property.

During the term of this Agreement, the engineering firm shall: (i) maintain all insurance required by the State Workmen's Compensation Act or any other employee benefit law; (ii) provide broad form general liability and property damage insurance in the minimum amount of \$1,000,000 for bodily injury, death or damage to property of any person, and \$2,000,000 for bodily injury, death or damage to property of more than one person, or such other greater amounts as may be specified in the Contract Documents for injuries, death, or damages which may arise out of or result from engineering firm's acts or omissions in performing the Project, designating District and as "additional insured" thereunder; Such certificates shall provide that coverages afforded thereunder shall not be cancelled until at least thirty (30) days' prior written notice has been given to District. (ii) Automobile insurance policies for bodily injury, including death, and property damage, including coverage for owned, hired or non-owned vehicles as applicable for the protection of the engineering firm and PAWSD in the coverage amount of \$1,000,000. (iv) Maintain errors and omissions insurance in the amount not less than \$2,000,000.

Successful engineering firm will be required to supply proof of insurance prior to commencing work on the project.

All policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds.

2.11. TAXES AND FEES

PAWSD is exempt from federal and state taxes and will provide proof upon written request. If an engineering firm is required to pay any taxes or fees incurred as a result of doing business with the District, the engineering firm shall be solely responsible for payment of those taxes or fees.

2.12. PROPRIETARY INFORMATION

PAWSD will attempt to protect legitimate trade secrets of the engineering firm. Any proprietary information contained in the engineering firm's SOQ must be clearly designated and shall be labeled with the words "Proprietary Information". Marking the entire SOQ or any one or more of the major sections as proprietary will not be permissible.

The engineering firm should be aware that the District is required by the Colorado Open Records Act to make certain records available for public inspection with certain exceptions. The engineering firm, by submission of materials marked proprietary, acknowledges and agrees that the District will have no obligation or liability to the engineering firm in the event that the District must disclose these materials. All pricing related materials will be a public record upon completion of this competitive process and the Notice of Award has been issued.

2.13. CONTRACT NEGOTIATIONS

Upon ranking of the interviewed engineering firms, contract negotiations shall commence. Contract negotiations will require the selected engineering firm to proceed with the development of a Scope of Work and cost for all the components of the project identified. If any engineering firm fails to provide the necessary Scope of Work and cost information for negotiations in a timely manner, does not negotiate in good faith, cannot perform the contract for the project, or cannot reach an agreement on costs and/or scope of work with the District, the District may cancel negotiations with that engineering firm and commence negotiations with the next ranked engineering firm. If the District deems there is no engineering firm that is viable, it will re-bid the project.

All aspects of the scope of work, pricing and contract provisions may be subject to negotiation, except for contract provisions required by PAWSD or state statutes.

3. SOQ REQUIREMENTS

3.1. SUBMISSION REQUIREMENTS

Provide six (6) complete proposals, and an electronic version to:

Pagosa Area Water and Sanitation District CO Justin Ramsey 100 Lyn Avenue Pagosa Springs, CO 81147

SOQ's must be received no later than May 8, 2020 at 10:00 a.m.

SOQ envelopes shall be marked with "RFQ-20-01 Snowball WTP" the name of the engineering firm and the date. If shipped UPS, FedEx or other courier service the project name must be clearly marked on the outside shipping label. Be aware 24 hour delivery guarantee for both UPS and FedEx is questionable to Pagosa Springs, PAWSD recommends sending via UPS or FedEx a minimum of 48 hours in advance.

3.2. DELIVERY OF SOQ

Each SOQ must be received by the date and time as stated above. Please note that PAWSD does not always receive overnight delivery even when the courier guarantees delivery so plan accordingly.

3.3. SOQ Costs

Those submitting SOQ's do so entirely at their own expense. There is no expressed or implied obligation by the District to reimburse any individual or firm for any costs incurred in preparing or submitting a response to this RFQ, providing additional requested information or for participating in any selection interviews.

3.4. ACCEPTANCE

Submission of any SOQ indicates acceptance of the conditions contained in the RFQ unless clearly and specifically noted otherwise in the SOQ. Exceptions that were not first submitted requesting clarifications or changes will be considered to be without merit.

3.5. CLARIFICATIONS

All questions regarding the RFQ must be submitted in writing (emails acceptable) to Justin Ramsey (justin@pawsd.org). Please refrain from asking questions until the mandatory pre-SOQ conference/tour as many questions will be answered at this meeting.

All questions received will be posted along with answers on the PAWSD website (<u>www.pawsd.org</u>). Final posting to the website will be on May 1, 2020.

3.6. MANDATORY PRE-SOQ CONFERENCE/TOUR

A mandatory Pre-SOQ Conference/Tour will be held at the PAWSD administration offices at 100 Lyn Ave, Pagosa Springs CO 81147 at 10:00 AM on April 10, 2020.

3.7. SOQ REJECTIONS

PAWSD reserves the right to reject any and all SOQ's, to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional SOQ's. SOQ's, whether accepted or rejected, will not be returned to the engineering firm.

4. SOQ FORMAT

4.1. SUBMISSION INSTRUCTIONS

This is a qualifications-based selection process and pricing is not permitted. Do not include in the SOQ any dollar figures or language that may reveal or hint at your professional service fees. Inclusion of any dollar figures that are questionable may result in rejection of the SOQ.

Each engineering firm is required to submit, in a sealed package or box, six (6) complete proposals to their SOQ and one electronic version in .DOC or .PDF format.

In order to facilitate the analysis of responses to this RFQ, engineering firms are required to prepare their SOQ's in accordance with the instruction outlined in this section.

Engineering firms whose SOQ's deviate from these instructions may be considered non-responsive and may be disqualified.

SOQ's should be prepared as simply as possible and provide a straightforward, concise description of the engineering firm's capabilities to satisfy the requirements of the RFQ. Excessive length will be reflected in evaluation of the SOQs.

Expensive bindings, color displays, promotional material, etc., are not necessary, nor desired. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures and tables should be numbered and clearly labeled.

4.2. SOQ FORMAT

4.2.1. Letter of Transmittal and Certification of Statement of Qualifications

Provide a letter which includes the complete name of the firm or firms submitting the SOQ, the main office address or addresses, primary and secondary contact persons and their respective telephone numbers and email addresses. The letter should have attached the Certification of Statement of Qualifications (Appendix A).

4.2.2. Executive Summary

The Executive Summary should be a brief narrative highlighting the engineering firms SOQ. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. The Executive Summary should not exceed two single sided pages.

4.2.3. Company Profile

Engineering firms and their subcontractors (if any) must provide information about their company so the District can evaluate the engineering firm's stability and ability to support the commitments of the contract. PAWSD, at its option, may require an engineering firm to provide additional support and/or clarify requested information. Provide the business name, address, principal place of business, and telephone number of the legal entity or individual with which a contract would be written. Provide an overview of the firm, including the main features and benefits of your services and how they address this project.

4.2.4. Engineering Firm Team Qualifications

The prime engineering firm must identify its, and its subcontractors (if any), professional staff members who would be personally involved in the project, including each person's prior relevant experience in designing, implementing, and supporting similar projects. Indicate the location of the office where each normally works. Engineering firms must provide resumes of key team members and describe their proposed project organization and staffing.

PAWSD expects that the key individuals identified in the SOQ will be assigned to the project. SOQ's must commit these individuals to the project and the District reserves the right to approve any substitutions for these individuals.

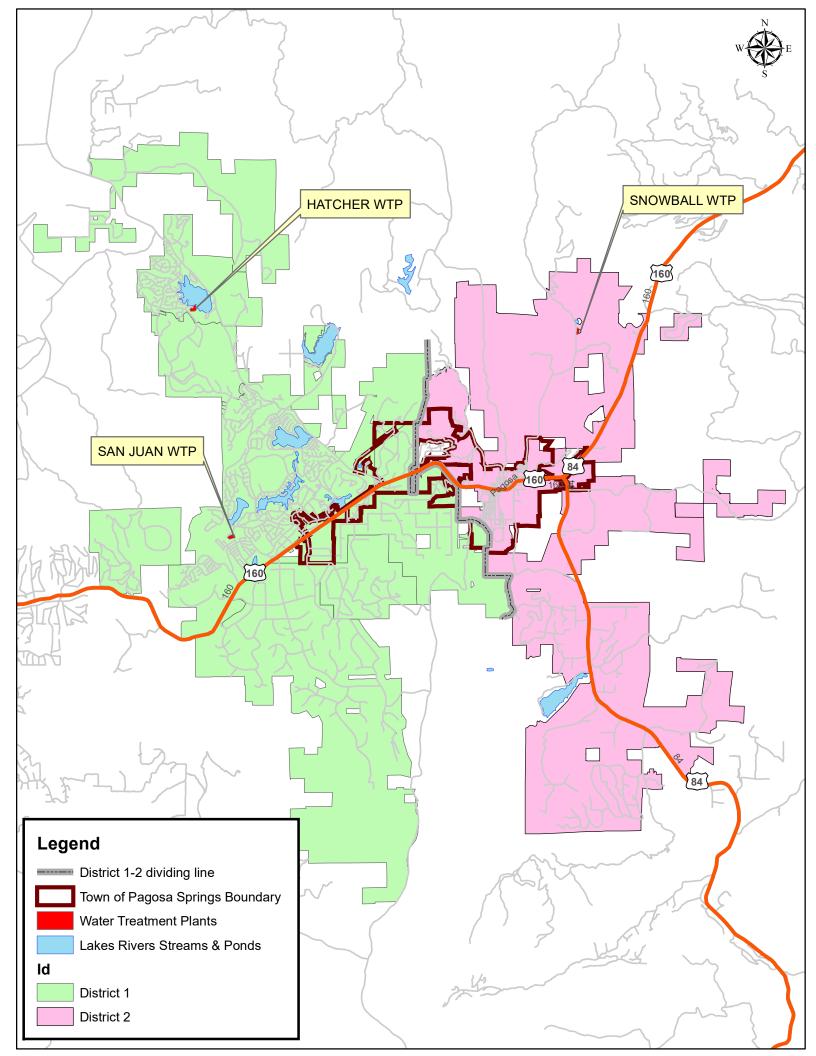
Engineering firms selected for onsite interviews must include a Project Manager as part of the interview team. This Project Manager will be identified in the RFQ response and it is the expectation of the District that this manager will lead actual implementation if a contract is awarded.

4.2.5. References

Engineering firms should provide at least three (3) client references from similar sized entities within Colorado.

4.2.6. Addenda Acknowledgements

If revisions become necessary, the District will provide written addenda to this RFQ.





APPENDIX A

CERTIFICATION OF STATEMENT OF QUALIFICATIONS

RFQ Title:RFQ-20-01 Snowball Water Treatment PlantDue Date:May 8, 2020 10:00 a.m.

I, the undersigned, having carefully examined the above referenced RFQ document, and all other related materials and information, including addenda number ______ to _____, agree to furnish services to the Pagosa Area Water and Sanitation District (District) as per this Request for Qualifications and my Statement of Qualifications. This Statement of Qualifications (SOQ) to provide services related to RFQ-20-01 will remain in effect for a period of not less than ninety (90) days from the date that SOQ's are due.

I further agree that I will at all times protect the Districts information and not make it available to any other source than the District, unless so directed by the District in writing.

Is this SOQ, or a portion thereof, is accepted by the District, I agree to enter into negotiations with the District to develop a Scope of Work and Budge for the services being requested in this RFQ.

I hereby certify that this SOQ is genuine and that I have not entered into collusion with any other proposer(s0, engineering firm(s) or any other person(s).

Authorized Signer	Date
Printed Name	Phone Number
Title	Tax Identification/SS
Company Name	Address

City, State, Zip Code