



**Request for Proposals  
For Professional Engineering Services  
Water Reclamation Facility Improvements and Expansion Project**

**CITY OF SIOUX FALLS, SD  
JANUARY 18, 2019  
PROPOSAL REQUEST NO. 19-3000**

PUBLISH: January 18 and 25, 2019

REQUEST NO. 19-3000

## REQUEST FOR PROPOSALS

The City of Sioux Falls, SD, Requests Proposals for Professional Engineering Services, Water Reclamation Facility Improvements and Expansion Project.

Competitive Sealed Proposals shall be received at the Customer Service Counter, Ground Floor City Hall, 224 W. 9th St., P.O. Box 7402, Sioux Falls, SD 57117-7402, not later than 2 p.m., February 21, 2019.

The Request for Proposal is available from Purchasing at the above address or online at [www.siouxfalls.org/business](http://www.siouxfalls.org/business) Cite Request for Proposal No. 19-3000.

The City of Sioux Falls reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the City of Sioux Falls, SD.

Published Twice at the approximate cost of \$\_\_\_\_\_.

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## **Section 1 Purpose and Summary**

This Request for Proposals (RFP) is issued by the City of Sioux Falls (hereinafter referred to as the “City”). The purpose of this RFP is to establish a contract with a qualified firm (hereinafter referred to as the “Design Professional”) to provide professional engineering design and construction administration services for the City’s Water Reclamation Facility Improvements and Expansion Project (the “Project”).

## **Section 2 Project Background**

The City currently has a Water Reclamation Facility (WRF) and collection system. In February of 2018, the City finalized a Master Plan that defined major improvements to its WRF and collection system that will extend the useful life of the overall system and address growth and economic development for the City over the next 20 years.

This RFP will encompass professional engineering design services of distinct but linked project elements at the WRF that have been identified by the City for design and construction in 2019 through 2024. It should be noted that the City will procure a Construction Manager under a separate procurement and use a Construction Manager at Risk delivery approach to construct the Project elements identified in Exhibit A of this RFP.

## **Section 3 Project Goals, Description, and Objectives**

1. Project Goals.
  - a. Address aging infrastructure.
  - b. Meet population growth with increased facility capacity.
  - c. Position facility for future regulation requirements.
  - d. Improve efficiency.

2. Project Description.

The Sioux Falls Water Reclamation Facility Improvements and Expansion Project includes renovation or increasing capacity of the existing:

- Preliminary treatment; increased flow capacity through the preliminary treatment system and improved grit removal.
- Primary treatment, activated sludge treatment, biosolids handling facility, which will include sludge thickening and drying process with solids storage, disinfection

system to increase treatment capacity, electrical systems to include upgrading, and modernizing aging electrical wiring and ancillary equipment.

Handling of wastewater solids should consider phasing alternatives that may compliment the overall facility upgrade or biosolids handling alternatives, while meeting the goals of the City for volume reduction and the production of class “A” biosolids.

Renovation projects will also include age and condition improvements to facility structures and other equipment.

#### **Section 4 Selection Schedule**

January 18, 2019	RFP posted on City’s website.
February 7, 2019	Deadline for Proposer’s questions on the RFP.
February 11, 2019	City responses to Proposer’s questions posted on City’s website.
February 21, 2019	Proposals received by City no later than 2 p.m., CT.
March 7, 2019	Anticipated selection of firms for interviews.
March 18–22, 2019	Anticipated dates of interviews.
March 29, 2019	Design Professional selection.

#### **Section 5 Information Available for Review**

The WRF Master Plan, Master Plan Appendices, and other project-related documents can be found at [siouxfalls.org/wr-projects](http://siouxfalls.org/wr-projects). This Project only includes those elements at the WRF described as Phase 1A and Phase 1 in Exhibit A. Exhibit A of this Design RFP includes the Project elements that encompass the scope of this design effort and are expected to be delivered within the approved total project budget identified in Section 7. The Design Professional, Construction Manager at Risk (CMAR), and the City will ultimately need to determine which Project elements fall within Phase 1A and Phase 1. Phase 2 improvements, or specific improvements to the City’s collection system, are not included in the scope of work identified in this RFP. Group facility tours will be offered on Tuesday, January 29, 2019, from 9 to 11 a.m. or Wednesday, January 30, 2019, from 1 to 3 p.m. Please contact Scott Rust at [Srust@siouxfalls.org](mailto:Srust@siouxfalls.org) if interested in attending.

#### **Section 6 Project Funding and Delivery Method**

This Project is funded by State Revolving Funds (SRF) and all regulations relating to SRF funds will apply to this Project. The Facility Plan and State Water Plan Application for all

Project elements will be completed by the City. The City intends to apply for SRF loans for funding of the Project elements in 2020, 2021, 2022, and 2023. This is subject to change.

The City intends to enter into an open book, Cost of Work plus a Fee with a Guaranteed Maximum Price (GMP) contractual arrangement with the CMAR for preconstruction and construction services.

### **Section 7 Project Budget and Schedule Overview of Improvements**

It is imperative the City, the Design Professional, and the CMAR (collectively the “Project Team”) work cooperatively to keep the final Project cost within the identified budget. It should be understood the scope of the improvements will need to be sequenced to match cash flow and funding availability as defined by the City. The table below outlines the current budget of \$159 million in 2018 dollars and the projected cash flow between 2019 and 2023. Note funding is identified for the years 2019 through 2023; construction of the Project elements is targeted to conclude in 2024. No separate funding for 2024 is included in the budget.

<b>Funding Year</b>	<b>Funding Amount</b>
2019	\$ 4,000,000
2020	\$ 37,625,000
2021	\$ 18,500,000
2022	\$ 87,500,000
2023	\$ 11,375,000
<b>TOTAL</b>	<b>\$159,000,000</b>

This is the total budget and includes all Project costs; i.e., engineering, construction, construction administration, testing, etc. Elements of the Project have been initially prioritized as set forth in Exhibit A. It is expected the Project Team will work together during design and preconstruction services to determine the most efficient schedule for the construction of all Project elements while taking into consideration necessary daily operating activities. Those Project elements, plus the Design Professional’s fees and any other Project costs, must stay within the City’s budget for the year in question.

There are likely to be two GMPs executed during the Project due to the annual funding limitations. GMP 1 will generally cover the Phase 1A Project elements. Due to the funding appropriations process, Phase 1A will be broken down into Project elements for construction beginning in 2020 separate from the Project elements beginning in 2021. An initial notice to proceed will be issued for the Phase 1A Project elements beginning in 2020 based on funding confirmed for that year. A second notice to proceed will be issued for the Phase 1A Project elements to be constructed beginning in 2021 based on the available appropriation in 2021.

GMP 2 will cover the Phase 1 Project elements. Due to funding limitations, Phase 1 elements will be broken down into Project elements for construction beginning in 2022 and in 2023–2024. An initial notice to proceed will be issued for the Project elements beginning in 2022 based on funding confirmed for that year. A second notice to proceed will be issued for the Phase 1 Project elements beginning construction in 2023 when funding has been confirmed for that time period.

Funding for each year will not be confirmed until the final quarter of the prior year; thus, necessitating the separate identification of Project elements to be completed each year. For the purpose of this proposal, it should be expected all work will be completed by December 31, 2024. The City is open to the Design Professional's and CMAR's recommendations on how to otherwise structure and sequence Project elements, GMPs, and notices to proceed recognizing the annual funding limitations.

## **Project Phases**

The two sections below refer to an overview of Phase 1A and Phase 1. The Design Professional needs to be aware there may be movement of Project elements between these phases which may result in the design and construction of some Phase 1 elements during the Phase 1A time frame or vice versa.

### **Phase 1A**

Initially, the Design Professional will provide 30 percent Schematic Design Documents for the entire Project, and the CMAR will develop a cost model based on these documents. The cost model is a construction estimate that provides a basis for the evaluation of the 30 percent Schematic Design Documents versus the City's budget, and either confirms or allows the Project elements to be adjusted by the Project Team to obtain alignment with the City's budget. Concurrently, the Design Professional and CMAR will need to develop a strategy to utilize the Project funding available in 2020 and 2021 to begin construction on Phase 1A Project elements. While the Master Plan identifies these early elements, the City will rely on the experience and expertise of the Design Professional and CMAR to sequence these early Project elements in a manner that most efficiently utilizes the Project budget while also gaining needed capacity within the WRF.

Upon confirmation of the cost model, it is expected design will be expedited on the Phase 1A and high priority project elements such that a GMP can be established between 60–90 percent Design Development, inclusive of plans and specifications allowing construction to begin in the first quarter of 2020 and to be completed in 2021. The Phase 1A GMP will be referred to as GMP 1.

GMP 1 will be negotiated for 2020 and 2021 Project work. A notice to proceed will be issued for those Phase 1A and high priority elements to be completed in 2020 when funding is secured for that year. A second notice to proceed will be issued for those Phase 1A and high priority elements to be completed in 2021 when funding is secured for that year.

## **Phase 1**

Upon confirmation of the cost model as described above (Schematic Design Documents), it is expected design will begin on the Phase 1 elements so a GMP can be established between 60–90 percent Design Development Documents and construction can begin in 2022 and be completed in 2023–2024. The Phase 1 GMP will be referred to as GMP 2. Note the Phase 1 elements need to be identified and assigned for completion separately to the year 2022 and the years 2023–2024. A notice to proceed will be issued for those Phase 1 elements to be completed in 2022 when funding is secured for that year. A second notice to proceed will be issued for those Phase 1 elements to be completed in 2023–2024 when funding is secured for that time period.

### **Section 8 Scope of Services**

The Design Professional's scope of services will include professional services to generate conceptual ideas, engage stakeholders in the design process (including the CMAR), develop schematic and preliminary designs, prepare detailed design and construction documents, support the CMAR's development of the technical scope of work for packaging subcontractor bids, conduct construction administration, and provide post-construction services as further defined in the Design Professional's contract. The Design Professional's contract will be based on the ConsensusDocs® 240 Standard Form of Agreement Between Owner and Design Professional, as modified (the "Agreement"). The City initially intends to authorize services through schematic design.

The following is an overview of the Design Professional's scope of services. This document is in draft form and is subject to negotiation with the selected Design Professional.

Building Information Modeling (BIM) tools will be used extensively to facilitate the construction of the project in a virtual format prior to actual construction with a focus on:

- Reducing conflicts.
- Ensuring construction readiness.
- Improving efficiency, coordination, means, and methods.
- Increase opportunities for the use of prefabrication and off-site construction where possible.

The City expects the Design Professional and CMAR to establish a collaborative digital approach on the Project and to develop a BIM Project Execution Plan which will establish the responsibilities of each party. Generally, it is anticipated the Design Professional will develop identified scopes of the Project to a 300 Level of Development and the CMAR will further develop these to a 350 or greater level.

## **Schematic Design Documents Phase**

1. Program development, in conjunction with the CMAR, to address the sequence of Project elements incorporating all of the improvements to be made for the Project.
2. Development of design alternatives and concept plans based on stakeholder input throughout all stages of design.
3. Coordination of tours of reference facilities, if deemed necessary.
4. Development of Schematic Design Documents, inclusive of 3D models, computer-generated renderings, layouts of each Project element of the planned improvements to align with the City's intent for each Project element as currently described in the WRF Master Plan.
5. Participate in CMAR interviews in an advisory capacity, if the selection of the Design Professional has preceded the request for proposal process for the CMAR.
6. Support the CMAR's effort to update the City budget and schedule for construction of Project elements with a new baseline cost model (estimate by the CMAR) including review of quantities and quality of materials conforming to the design requirements.
7. If requested by the City, participate in "Peer" review activities of the Schematic Design Documents. The peer review will consist of an evaluation of the proposed design by a qualified engineering professional.
8. Coordinate with the CMAR on constructability reviews throughout all design phases for the Project.
9. Communicate and meet with City Council and other stakeholders as deemed necessary.

## **Design Development Documents Phase**

1. Provide detailed design drawings, narratives, and specifications for all Project elements. The schedule for this activity will align with the updated Project schedule and sequencing for implementation of the Project elements.
2. Coordinate with the City and CMAR to facilitate review of Design Development Documents at various stages of completion of the Design Development Documents.
3. Coordinate with CMAR to refine the Design Development Documents with the intent to conform to the updated City budget and schedule for the Project.
4. Review the assumptions included in the CMAR's GMP proposals to ensure the scope of work incorporated into the proposed CMAR GMPs conform with the design requirements and the City's budget and schedule.

5. Secure necessary approvals and permits with the exception of construction-related permits that are the responsibility of the CMAR.
6. Communicate with City Council and other stakeholders at public meetings as deemed necessary.

### **Construction Documents Phase and Bidding Phase**

1. Provide the Construction Documents, including the drawings and specifications, to be presented to the City for approval, and to CMAR, vendors, and subcontractors for construction of the Project elements.
2. Support the CMAR in development of record drawings, operations and maintenance manuals, including technical specifications.
3. Attend all pre-bid meetings and scoping meetings in support of bidding vendor and subcontract packages and review of pricing of bids in coordination with and support of the CMAR.
4. Advise the City regarding the acceptance and rejection of bids.

### **Construction Administration Phase**

1. Provide construction observation and administration services during construction.
2. Provide cost analysis of change orders requested by the CMAR and change directives requested by the City.
3. Support the City with regular on-site observation during the entire construction phase to determine the Work observed is being performed in accordance with the Construction Documents.
4. Provide hourly breakout of construction administration hours anticipated with schedule for construction.
5. Review the CMAR's submittals such as shop drawings, product data, and samples.
6. Determine when the Project elements are substantially complete.
7. Review and certify amounts due the CMAR and issue certificates for amounts approved.
8. Develop, upon substantial completion with the City's input and in coordination with the CMAR, the punch list of Work to be completed.
9. Follow up with the CMAR to determine final completion of the Work has been achieved.

10. Coordinate with the CMAR in the commissioning and start-up of system improvements.
11. Ensure American Iron and Steel (AIS) requirements and certifications are adhered to during construction of all phases.
12. Assist the City in meeting the SRF funding requirements related to wages and payroll documentation.

### **Post-Construction Services Phase**

1. Provide construction administration through commissioning and start-up and Project close-out for all Project elements.
2. Review as-builts/record drawings from CMAR and update all Project documentation upon completion of construction by the CMAR.
3. Provide warranty support through warranty period.

### **Section 9 Submittal Instructions**

Proposers are requested to submit six paper copies and one electronic copy in PDF format of the proposal to Scott Rust, Purchasing Manager, on the Ground Floor of City Hall at 224 West Ninth Street, P.O. Box 7402, Sioux Falls, SD, 57117-7402, by **2 p.m. Central Time, on Friday, February 15, 2019**. Responses received after the stated time will be returned unopened and will not be considered.

Envelopes or packages containing proposals must be clearly addressed to ensure proper delivery and to avoid being opened by the City before the deadline for receipt. Clearly reference "RFP 19-3000, Water Reclamation Facility (WRF) Improvements and Expansion Project" on the envelope or package.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication devices, or by electronic means.

Proposers assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the City. A Proposer's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments received after the deadline will not be opened or accepted for evaluation.

The submittal must be in 8 1/2-inch by 11-inch format or 11-inch x 17-inch size sheets; folded into 8 1/2-inch by 11-inch format is permissible. The proposal must be limited to 30 pages (excluding appendices). Double-sided pages are encouraged but will count as two pages.

The Proposers must include the following information in their proposals:

1. **Cover Letter (1 page maximum):** Provide name and address of the Proposer and Project contact person with address, telephone number, and email address. Acknowledge receipt of any addenda if applicable. Summarize your understanding of the Project. Provide a statement indicating your ability to provide timely services and meet the requirements of the proposed schedule. Indicate your acceptance of the requirements of this RFP.

The cover letter must be signed by a duly authorized official of the Proposer. Consortiums, joint ventures, or teams submitting proposals must establish contractual responsibility rests solely with one company or one legal entity. Each proposal should indicate the entity responsible for execution of the Agreement on behalf of the proposal team. The Proposer's proposal must be binding on the Proposer for 180 days.

Indicate acceptance or any objections to the insurance coverage as identified in Exhibit B. Detailed objections may be listed in the proposal's appendix.

2. **Qualifications of the Proposing Firm (5 pages maximum):** Describe the qualifications of the proposing firm.
  - a. Describe your firm's qualifications and experience related to this project's scope and size.
  - b. Describe your firm's recent, current, and anticipated volume of work.
  - c. Describe your firm's experience working with a CMAR in a collaborative delivery method.
  - d. Describe any other qualifications your firm has that would bring value to the project.
  - e. Representative Projects. Provide information regarding the experience your firm has with projects of similar and/or greater scale, complexity, and budget. List a minimum of four (4) such projects, and for each project include the following:
    - (1) Name and location.
    - (2) Project description.
    - (3) Involvement of key members in the project.
    - (4) Completion date.
    - (5) Cost.
    - (6) Client contact.

The list of representative projects shall be included in Appendix A of the proposal and shall not count toward the page count.

3. **Project Understanding and Approach (14 pages maximum):** In a clear, comprehensive, and concise manner, describe the following. This information should not exceed 14 pages.
  - a. Project understanding and approach. Describe your firm's understanding of the scope of the Project. Discuss your firm's approach to design and completing the Project. Identify and describe the major complexities and challenges to successful completion of the Project and how the firm proposes to approach them. Describe any expectations you have for the City.
  - b. Project Challenges. Describe the major challenges and obstacles this project will have and how your team will mitigate and overcome them.
  - c. Teaming, Collaboration, and Integration Approach. Discuss your firm's management approach to designing and completing the project. At a minimum, specifically address the following:
    - (1) Elaborate on how your firm will work to establish productive relationships with the owner, CMAR teams, and ongoing City WRF operations staff. Describe your approach to ensuring effective coordination between the various disciplines required for the project and how you will manage interfaces with other project stakeholders.
    - (2) The strategies your firm would employ using the CMAR process in collaboration with City and the CMAR to reduce Cost of Construction, improve quality, and enhance the long-term operation and maintenance of the Project.
    - (3) Provide a summary of your firm's capabilities and experiences in using BIM or other similar 3D electronic models. Describe how this tool will be applied to and beneficial to this Project for facilitating communication and collaboration, sharing of information, cost estimating, planning, and coordination between the county, the Design Team, the CMAR, and subcontractors. Describe your design software and include any specific experience you have integrating this software into actual project modeling for design and construction.
    - (4) Outline your approach to electronic document management on how you would recommend managing the flow of documents and communication to appropriate parties on this project along with the software you would recommend to utilize to take full advantage to the CMAR collaborative process. Provide examples of successful communications techniques and software used on similar projects.

- (5) Describe your firm's approach to dispute resolution.
- d. Project Controls Approach. Describe how your firm will control and monitor schedule and budget to ensure these are met at every phase including schematic design, design development, construction document development, and construction administration.
- e. Quality Control Approach. Provide a summary of your firm's approach to developing and implementing quality control plans for the design and construction administration of the Project.
- (1) Coordination and management of subcontract work to ensure quality work;
  - (2) Document control and as-built/record documents;
  - (3) Coordination of start-up and commissioning;
  - (4) Description of quality control organization your firm plans to employ; and
  - (5) Describe the levels and authority of the individuals to be assigned quality control responsibilities on this Project. Describe the role and degree of independence that is proposed for the individual(s) or firm(s) responsible for quality control and how corrections to adverse inspections will be managed.
- f. Level of Effort. The City intends to initially enter into a contract through schematic design to allow for the CMAR to develop the Cost Model. The Design Professional must submit an estimate of the level of effort that will be needed to develop the schematic design documents. This should include a breakdown of the number of hours per task per team member for each of the Project elements. Hourly rates are not be included.

While a proposed fee is not part of the submission, please describe the manner in which you calculate and structure a fee for projects of this size and scope, specifically for the design development, construction document, construction administration, and post-construction phases.

4. **Qualifications and Availability of Key Individuals (10 pages maximum):** Describe the proposed Project team, including the organization of the team.
- a. Organizational Chart. Provide an organizational chart showing the organizational structure of the key personnel to be assigned to the Project. List the title of each position and the name of the individual to be assigned.
  - b. Key Individuals. At a minimum, information must be provided for the following key individuals:
    - (1) Project Executive or Principal in Charge.
    - (2) Project Manager.

- (3) Project Engineer(s).
  - (4) Design Technical Leads.
  - (5) Construction Administration Leads.
  - (6) Engineering staff with significant roles in the project.
  - (7) Key members of proposed subconsultants.
- c. Role of key individuals. For each of the key individuals, provide a clear overview of their roles and responsibility for the Project.
- d. Qualifications of Key Individuals. For each of the key individuals and positions, describe the relevant training, experience, technical competence, and any license or certification held and qualifications of the Proposer's professional key individuals.
- (1) Demonstrate the qualifications and experience of the key personnel to be assigned to this Project by listing three (3) past or current projects performed by each of the key personnel including the following:
    - (a) Project name, project location, and brief description of the project including its contract value, scope, and complexity;
    - (b) Description of the individual's position and responsibilities on each of the projects;
    - (c) The name of the firm the individual worked for and the firm's role on the project;
    - (d) Relevance of the project experience to the work required for the WRF, including project delivery methods.
  - (2) Identify where and when the key individuals and/or subconsultants have successfully worked together on previous projects similar in size, scope, and complexity to this Project. Describe the projects and roles.
  - (3) Provide a copy of résumé for all key individuals. Résumés are to be included in Appendix B to the Proposal and may not exceed two (2) pages for each individual. Appendix B résumés will not count toward the page count. For each résumé, list up to three references with contact information.
- e. Availability of Key Individuals. Discuss the availability and commitment of the key individuals identified for the entire Project (Schematic Design through Construction Administration). Identify whether any of the key personnel have been proposed on other pending projects. In a table format, provide the extent of involvement of the individuals assigned during each phase of the Project

expressed as a percentage. If selected, the Design Professional will be required to provide for the duration of the Project the specific key individuals identified in its proposal and the percentage of time indicated barring illness, accident, or other unforeseeable events of a similar nature in which cases the Proposer must be able to provide a comparably qualified replacement. Any replacement personnel will be subject to the review and approval of the City.

Discuss how you would provide the continuity of knowledge between phases including the design and construction administration phases.

All questions regarding this RFP are required to be submitted in writing (email) to Scott Rust, Purchasing Manager, at [srust@siouxfalls.org](mailto:srust@siouxfalls.org). Answers to questions or addenda will be posted to the City's website at [siouxfalls.org/business/rfq](http://siouxfalls.org/business/rfq) within approximately 48-72 hours, excluding weekends. The deadline for questions is 2 p.m., Central Time, Thursday, February 7, 2019. The answers to all questions and addenda issued will be no later than Friday, February 8, 2019.

Responding firms, subconsultants, or team members are prohibited from communicating in any other manner about this Project with any other City employee or the evaluation team during this process. Any communications or contact may disqualify the submitting firm.

## **Section 10 Method of Evaluation and Selection Criteria**

Upon review of the proposals, the City will shortlist and interview a minimum of three but no more than five of the highest ranking firms based on the first four selection criteria identified below. After the interviews, the evaluation team will rely on the information contained in the proposals and presented in the interviews to select the most qualified firm to provide services for the City. Final selection criteria will be based on:

1. Qualifications of Proposing Firm (15 points).
2. Project Understanding and Approach (25 points).
3. Qualifications and Availability of Key Individuals (25 points).
4. Level of Effort (10 points).
5. Interviews (25 points).

Firms invited to interview will have 30 minutes for a presentation, followed by up to a 45-minute question-and-answer session with the interview team. Only key members of the design firm should participate in the presentation. The presentation should focus on the firm's project approach.

The highest ranking firm will then be asked to enter into contract negotiations with the City. If an agreement cannot be reached with the highest ranked firm, the City will move to

the next highest ranked firm. The same process will be repeated with the other ranked firms if no such agreement can be reached. The City reserves the right to not select a firm as part of this process if an agreement cannot be reached.

## **Section 11 Special Conditions**

1. **Public Records.** Excluding proprietary information, the successful firm's proposal and contract are deemed public records and will be available to the public upon request. In addition, the City will maintain a "Register of Proposals for this Contract," which register will contain the names of firms which submitted proposals and the name of the firm which was awarded the Agreement; however, the proposals of the submitting firms not awarded the Agreement are nonpublic records and will remain confidential.
2. **Rejection of Proposals.** The City reserves the right to reject any and all proposals, to waive formalities, and to select the proposal and the Design Professional who, in the City's sole discretion, is in the best interests of the City.
3. **City Rights.** The City reserves the right to:
  - a. Amend, modify, or withdraw this RFP.
  - b. Revise any requirements under this RFP.
  - c. Require supplemental statements of information from any Proposer.
  - d. Extend the deadline for submission of responses hereto.
  - e. Negotiate or hold discussions with any Proposer to correct insufficient responses that do not completely conform to the instructions contained herein.
  - f. Waive any nonconformity with this RFP.
  - g. Cancel, in whole or in part, this RFP if the City deems it is in its best interest to do so.
  - h. Request additional information or clarification of information provided in a proposal without changing the terms of the RFP.
  - i. Waive any portion of the selection process in order to accelerate the selection and negotiation with the Proposer submitting the top-ranked proposal.
4. **Authorized Signature.** An individual authorized to bind the Proposer to the provisions of the RFP must sign the proposal.

5. **City Not Responsible for Preparation Costs.** The City will not pay for any costs associated with the preparation, submittal, presentation, or evaluation of any proposal.
6. **Conflict of Interest.** A Proposer must disclose any instances where the firm or any individuals working on the proposal have possible conflicts of interest and, if so, the nature of the conflicts (e.g., employed by the City of Sioux Falls). The City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the City in selecting the Proposer's proposal. The City's determination regarding any questions of conflict of interest will be final.
7. **Proposer's Certification.** By signing the proposal, the Proposer certifies the proposal complies with:
  - a. The laws of the state of South Dakota.
  - b. All applicable local, state, and federal laws, codes, and regulations.
  - c. All terms, conditions, and requirements set forth in this RFP.
  - d. A condition the proposal submitted was independently arrived at without collusion.
  - e. A condition the proposal will remain open and valid for the period indicated in this RFP; and any condition the firm and/or any individuals working on the proposal do not have a possible conflict of interest (e.g., employed by the City of Sioux Falls).

If any firm fails to comply with the provisions stated in this Section 11, the City reserves the right to reject the proposal, terminate the Agreement if previously signed, or consider the Proposer in default.

8. **No Contact Policy.** Any contact with any City employees, elected or appointed officials, or City representatives other than those outlined in this RFP is prohibited. Such unauthorized contact may disqualify your firm from this procurement.
9. **Indemnification.** To the fullest extent permitted by law, the Proposer must defend, indemnify, and hold harmless the City including, but not limited to, its elected and appointed officials, officers, employees, and agents from any and all claims, losses, liabilities, damages, costs, and attorneys' fees arising from any act, error, or omission of the Proposer during the request for proposal process, any misinformation submitted to the City, any breaches of the provisions of this request for proposals, and any violations of law committed by the Proposer and its consultants, agents, officers, directors, and employees.
10. **Insurance Requirements.** The City intends to include in the Agreement with the Proposer whose proposal is selected by the City certain insurance requirements. The

Agreement will provide the Proposer must secure and maintain insurance coverages specified in Exhibit B attached to this RFP throughout the term of the Agreement. If the Proposer objects to any of the insurance requirements, the Proposer must identify in the Proposal those objections in the cover letter.

## **Exhibit A Project Elements**

### **Phase 1A—Immediate improvements**

- Step feed improvement at aeration basins.
- Grit influent piping.
- Primary clarifier influent diversion (hydraulics).
- Filter building high priority items.
- Biosolids dewatering/handling improvements.
- Dewatering building rehab items.

### **Phase 1—Other improvements**

- Headworks—The Master Plan recommends construction of a new headworks building. The anticipated scope has been reduced to correct hydraulic issues in the existing headworks building resulting in a reduction of the estimate shown in the Master Plan from \$14M to \$3.25M. The budget table in Section 7 of this document includes this reduction.
- Primary clarifiers—The Master Plan recommends construction of new primary clarifiers. The anticipated scope has been reduced to the rehabilitation of the existing primary clarifiers resulting in a reduction of the estimate shown in the Master Plan from \$18.8M to \$3.4M. The budget table in Section 7 of this document includes this reduction.
- Aeration basin upgrades.
- Aeration basin splitter box.
- Aeration basins—The Master Plan recommends construction of 18 million gallons of new aeration basins. The anticipated scope has been reduced to construct 12 million gallons of aeration basins with the remaining 6 million gallons being constructed with a future project resulting in a reduction of the estimate shown in the Master Plan from \$38.6M to \$26M. The budget table in Section 7 of this document includes this reduction.
- Aeration basin blowers.
- Replace RAS and WAS pumps.
- Final clarifiers—The Master Plan recommends construction of four new final clarifiers. The anticipated scope has been reduced to construct three new final clarifiers with the fourth being constructed with a future project resulting in a reduction of the estimate shown in the Master Plan from \$17.1M to \$12M. The budget table in Section 7 of this document includes this reduction.
- Chlorine contact expansion.
- Effluent flow meter improvements.

- Convert biosolids lagoons to equalization basins.
- New generator.
- Site piping.
- New thickening.
- High priority age and condition reliability improvements (see Master Plan Appendix 10.A).
- Medium priority age and condition reliability improvements (see Master Plan Appendix 10.A).

**Notes:**

1. Final Clarifier Rehabilitation project is being completed under a separate contract.
2. The Microturbines, FOG receiving, and Filter Expansion projects identified in the Master Plan Phase 1 Improvements have been moved to Phase 2.
3. The facility design basis will be based on the information in Table 4.21 in the Master Plan document for the projected design year of 2031, with design flow of 27.2 MGD and the corresponding loadings listed in the table.

**Exhibit B**  
**Design Professional's Insurance Requirements**

1. The Design Professional must maintain the following insurance for the duration of the Agreement:

1.1 Commercial general liability insurance on account of bodily injury or death or destruction of property, whether real, personal, or mixed with minimum liability limits of:

General Aggregate	\$2,000,000
Completed Operations Aggregate	\$2,000,000
Personal Injury and Advertising Injury	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (Any One Fire)	\$50,000
Medical Expense (Any One Person)	\$5,000

Coverage of the policy or policies must include contractual coverage for liability assumed by the Design Professional in the Agreement.

1.2 Automobile liability insurance covering owned, nonowned, and rented vehicles operated by the Design Professional with policy limits of not less than the following minimum limits:

Bodily Injury/Property Damage Combined Single Limit (Each Accident)	\$1,000,000
Medical Payment (Each Person)	\$5,000
Uninsured Motorist (Each Accident)	\$1,000,000
Underinsured Motorist (Each Accident)	\$1,000,000

1.3 Workers' compensation insurance at statutory limits and employers liability insurance with a policy limit of not less than \$1,000,000 bodily injury by accident each accident and \$1,000,000 bodily injury by disease each employee.

1.4 The Design Professional must maintain excess liability insurance in excess of the commercial general liability, employer's liability, and automobile liability with a general aggregate limit of \$3,000,000. The excess liability policy must follow form.

1.5 Professional liability insurance written on a claims-made basis with the limits of liability in amounts not less than Four Million Dollars (\$4,000,000) per claim and not less than Six Million Dollars (\$6,000,000) aggregate, insuring the Design Professional and all persons for whose acts the Design Professional may be liable, against any and all liabilities arising out of or in connection with negligent

acts, errors, and omissions of any of the foregoing in connection with the carrying out of the professional responsibilities for the Project. The deductible may not exceed One Hundred Thousand Dollars (\$100,000). The Design Professional acknowledges the City may desire the Design Professional carry higher professional liability insurance limits. As a result, the City may require the Design Professional provide proof of higher limits or the City may purchase a City's protective professional insurance policy pursuant to paragraph 2 below.

1.5.1 The Design Professional will obtain and deliver to the City from the Design Professional's professional liability insurance carrier written confirmation of claims against the Design Professional for the past three years and the resolution or outcome of said claims and the status of any pending claims.

2. The City may purchase, at its cost, a protective professional insurance policy under terms and conditions solely in the City's discretion (the "OPPI Policy"). In this event, the following will apply:
  - 2.1 The Design Professional will cooperate with and assist the City in obtaining the OPPI Policy by providing information requested by potential insurance carriers.
  - 2.2 If the City is not able or decides in its sole discretion to not obtain an OPPI Policy, then the City and the Design Professional agree to negotiate in good faith the provisions of Section 1.5.
3. The Design Professional may furnish these coverages under one policy or separate policies. The Design Professional must provide to the City certificates of insurance evidencing compliance with the requirements in this Exhibit B. The certificates must show the City and its elected and appointed officials, agents, officers, City Council members, employees, and consultants as additional insureds on the commercial general liability, automobile liability, employer's liability, and excess liability policies, and must provide such insurance is primary and any other insurance available to the City is in excess of and noncontributory to the insurance provided by the Design Professional. The Insurance Services Office's (ISO) CG 2010 10 01 and CG 2037 or an equivalent endorsement form is to be used for the commercial general liability policy providing additional insured status for completed operations.
4. All such insurance must be maintained with responsible insurance carriers legally permitted to do business in the state of South Dakota, having a Best rating of not less than A-X, and otherwise reasonably acceptable to the City. Upon the signing of the Standard Agreement Between Owner and Design Professional (Consensus Docs® 240, as modified) (the "Agreement"), the Design Professional must deposit with the City certificates of insurance evidencing the required insurance coverages, bearing notations or accompanied by other evidence satisfactory to the City of the payment of all premiums thereunder.

5. The Design Professional must not allow insurance policies required by the Agreement to lapse, be canceled, reduced in coverage, nonrenewed, or materially changed or have restrictive modifications added at any time. The Design Professional must provide to the City satisfactory evidence of the payment of the premium and the renewal of the policies.
6. The policies must not be canceled or nonrenewed until thirty (30) days after the City's receipt from the Design Professional's insurance agent or carrier of written notice thereof by certified or registered mail, return receipt requested, addressed to the City.
7. The representations (or the inaccuracies thereof) of the City, the Construction Manager, contractors, or any other authorized persons on the Project must not invalidate the policies.
8. The negligence, misrepresentations, or misconduct by the Design Professional must not invalidate the policies as to the City.
9. Insurance policies required by this Agreement must be kept in full force and effect for the following periods:
  - 9.1 Commercial general liability insurance, including completed operations coverage, and excess liability insurance must be kept in full force and effect until five years past substantial completion of the Project.
  - 9.2 Workers' compensation insurance and automobile liability insurance must be kept in full force and effect until receipt of final payment by the Design Professional hereunder.
  - 9.3 Professional liability insurance must be kept in full force for three years after substantial completion of the Project.
10. If the Design Professional fails to provide or keep in force insurance as required under the Agreement, the City may purchase or pay premiums for such insurance on the Design Professional's behalf, and the Design Professional will be liable to and must indemnify the City for all of the City's costs related thereto, including attorneys' fees and costs incurred in collecting and enforcing this requirement.
11. The commercial general liability policy must be endorsed to provide the general aggregate applies separately to each project. ISO Endorsement CG2503 per project endorsement, or its equivalent, is to be used to satisfy this requirement.
12. The commercial general liability, automobile liability, excess liability, workers' compensation, and excess liability policies must be endorsed to provide a waiver of subrogation endorsement in favor of the City and its elected and appointed officials, agents, officers, City Council members, employees, and consultants.

13. The commercial general liability policy must be endorsed to provide primary and noncontributing coverage on the City's Project.
14. The automobile liability policy must state it provides primary coverage.
15. Compliance by the Design Professional with the insurance requirements of the Agreement will not relieve the Design Professional from liability for amounts in excess of the limits of insurance.
16. Upon the City's request, the Design Professional must furnish the City complete and certified copies of all policies required by the Agreement.
17. The Design Professional must cause its consultants to obtain and maintain all insurance required of the Design Professional, except for each consultant's professional liability insurance. Each consultant's professional liability insurance must be in an amount approved by the City.
18. All policies, except for the professional liability policy, must provide coverage on an occurrence basis, and must not be issued under a "claims-made" policy form or a "modified occurrence" policy form. If coverage is made on a claims-made form:
  - 18.1 The retroactive date must be shown and must be before the date of the Agreement and must be effective as of the date of the Agreement.
  - 18.2 If the coverage is canceled or nonrenewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement, Design Professional must purchase "extended reporting" coverage for a minimum of five years after the last date Design Professional provides any services to City.