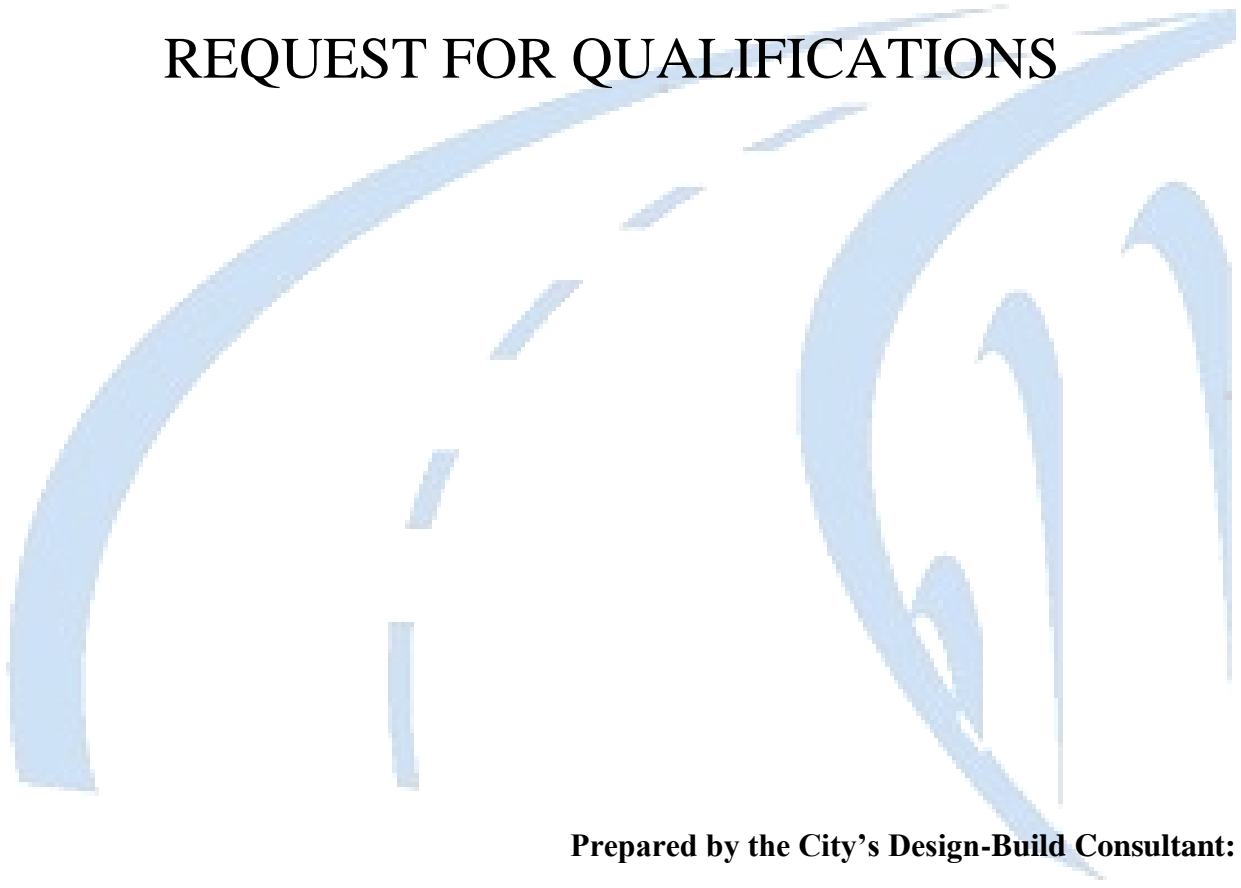


CITY OF MACON, MISSOURI  
106 W. BOURKE STREET

DESIGN-BUILD POOL/AQUATIC CENTER  
PROJECT

REQUEST FOR QUALIFICATIONS



Prepared by the City's Design-Build Consultant:

PROJECT #22H3496  
Original Issue Date October 6, 2022



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**REQUEST FOR QUALIFICATIONS (Phase 1)**  
**DESIGN-BUILD POOL/AQUATIC CENTER PROJECT**  
**MACON, MISSOURI**

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**REQUEST FOR QUALIFICATIONS**  
**(Phase 1)**  
**DESIGN-BUILD POOL/AQUATIC CENTER PROJECT**  
**Macon, Missouri**

**ARTICLE 1 – GENERAL INFORMATION**

- *Definitions*
  - A. Terms used in this Request for Qualifications (RFQ) have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms have the meanings indicated below:
    - 1. *RFQ Documents*: The Advertisement or Invitation, Request for Qualifications, and any forms, Project information, budget information, proposed Contract Documents, or other documents issued with or incorporated by the RFQ.
    - 2. *Proposer/Contractor*: An entity that submits a Statement of Qualifications to Owner.
    - 3. *Statement of Qualifications*: The document submitted by a Proposer in response to the RFQ, including any completed forms, attachments, and exhibits.
  - B. In addition to terms specifically defined, terms with initial capital letters in the RFQ include references to identified articles and paragraphs, and the titles of other documents or forms.
- *Project Description*
  - C. The Project is described in the RFQ Documents. Instructions for obtaining the RFQ Documents are set forth in Paragraph 1.03.
  - D. The Project is summarized as follows:
    - 1. The project scope includes the construction of a Class B Swimming Pool in the City of Macon, Missouri. The project is being funded by the City of Macon. Geotechnical sampling and reports were performed by Terracon and will be made available to the proposers invited to participate in Phase 2 & 3. The total project scope is comprised of site preparation, swimming pool and all related components and parts to provide an operational pool in compliance with the 2021 International Swimming Pool and Spa Code and the Americans with Disabilities Act:
    - 2. The Swimming Pool will be constructed on approx. 2 acres of city property located at 903 West Bourke Street, Macon, Missouri, 63552. The following information is an understanding of the project identification and scope.
      - a. Type & Size: Construction of a Class B Swimming Pool meeting 2021 International Swimming Pool and Spa Code and the Americans with Disabilities Act with maximum amount of water surface and all related fencing, gates, ladders, rails,

concrete deck, parking lot, pump house, bath house, beach entry, spray features, pumps, piping, valves, filters, drains, grates, chemical feed systems, (hereinafter referred to as Swimming Pool),

b. Desired Features and Operational Aspects: The Swimming Pool is estimated to be operational from mid-May to mid-August of each year so it must be designed and built for easy and efficient start-up and shut-down each season including draining of the pool and any plumbing which might be damaged from freezing. The pumps and controls must be at a location and elevation to prevent damage from flooding from Swimming Pool piping and storm water. The Swimming Pool shall be designed and built to minimize the required number of life guards and operational staff. The pool shall have a structural design and construction that allows it to be drained each year without risk of damage from outside lateral loads and buoyancy loads. The building(s) and piping systems should have a way to drain all piping so the building can be shut down and not heated when not in use.

Additional desired features include;

- Bath house, pump house
- Swim lanes (minimum of 4)
- One tower with 2 slides
- Zero entry area
- Concession area
- Splash pad separate for operation during non-pool hours
- Diving Board
- Play features (such as basketball)
- Area for swim lessons

c. Budget: The estimated design and construction cost for the project, which cost is inclusive of the design and all other services to be performed under the design/build contract, is estimated at \$3,500,000.00.

d. Schedule: Substantial Completion of the Project is to be achieved by March 30, 2024. The City intends to open and operate the new pool for the 2024 season.

e. Performance: The Project design and construction will comply with 2021 International Swimming Pool and Spa Code and the Americans with Disabilities Act (ADA).

3 Goals for the project include;

- a. Build as much pool as the City can afford.
- b. A pool layout that requires a minimal number of life guards, accommodates a lot of bathers of various ages, and requires minimal operational staff.

- c. A pool that will resist deterioration and damage from the elements during the off seasons.
- d. A pool that cost effective to operate in terms of man power, chemicals, power consumption, and water loss.

- *Obtaining and Using RFQ Documents*

- E. The RFQ Documents may be obtained in PDF by sending a request to [nikki@howecompany.com](mailto:nikki@howecompany.com).
- F. Complete hard copy sets of the RFQ Documents may be picked up at the following address: Howe Company, LLC, 804 Patton Street, Macon, MO 63552
- G. Proposers must use complete sets of RFQ Documents in preparing the Statement of Qualifications. Neither Owner nor Owner's Consultant (Howe Company, LLC) assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of RFQ Documents.
- H. Copies of RFQ Documents available on the above terms are only for the purpose of obtaining Statements of Qualifications and do not confer a license or grant to Proposers for any other use.

- *Proposer's Responsibilities*

- I. It is the responsibility of each Proposer before submitting a Statement of Qualifications to:
  - 1. Examine and carefully study the RFQ Documents and any data and reference items identified in the RFQ Documents.
  - 2. If Proposer deems necessary, visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- *Proposer's Access to the Site*

- J. Owner will provide each Proposer access to the Site to carry out any required Site visit, and to conduct such examinations, investigations, explorations, tests, and studies that the Proposer deems necessary for submission of a Statement of Qualifications. Proposer must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

## **ARTICLE 2 – PROPOSER'S QUALIFICATIONS**

- *Statement of Qualifications*

- A. Submit to Howe Company, LLC, 804 Patton St., Macon, MO 63552. To demonstrate its qualification to perform the Work, each Proposer must submit by 4:00 p.m. on November 2, 2022, a Statement of Qualifications, containing written evidence of its qualifications, such as financial data, previous design and construction experience, bonding capacity, present commitments, equipment and workforce resources, safety record, corporate registration and authorization to do business in the jurisdiction where the Work is to be performed, professional and business licensing, and other such data as requested below.

1. The information that a Firm needs to provide to the City is below. Please be as complete as you can. The more information that a Firm can provide that can be understood and easily verified by the City the better. The City places emphasis on the Firm demonstrating the ability to complete past swimming pool projects to the satisfaction of the owners and that the swimming pool projects were constructed meeting the requirements of design standards relative to the project, as well as, verifications that the past swimming pool projects completed are continuing with good success. The Firm must:
  - a. Provide a narrative describing similar municipal swimming pool projects the Firm has constructed. Include dates constructed, whether the Firm was primary contractor or subcontractor, the approximate square footage of the swimming pools, a good color picture showing the completed swimming pools, the owner of the swimming pools, contact person's name and good phone number. (Limit 3 Swimming Pool Projects)
  - b. Provide a narrative describing similar commercial swimming pools that the Firm has constructed. Include dates constructed, approximate final costs, whether the Firm was primary contractor or subcontractor, the approximate square footage of the swimming pools, a good picture showing the completed swimming pool(s), the owner of the swimming pool, contact person's name and good phone number. (Limit 3 Swimming Pool Projects)
  - c. Explain your Firm's experience and why you believe that your Firm should be considered to handle the City of Macon Swimming Pool Project.
  - d. Provide a list of names, titles, and experience of Firm employees, owners, partners, etc. that would be assigned the City of Macon's Swimming Pool Project.
  - e. Provide the name of the Firm employee who will act as Project Manager. Provide the name(s) and phone number(s) of the architects and/or engineers and the companies they represent that will be most involved in design of this project. Briefly describe their experience and the Firm's past experience with the architect and/or engineer.
  - f. Provide any relevant information on the where the Firm has the experience or subcontractor experience and ability to comprehend and apply laws and rules governing public swimming pools in the state of Missouri and Americans with Disabilities Act.
  - g. Submit proof of financial credibility, state business license and certificate of incorporation.
  - h. State whether or not the Firm has any current/outstanding professional liability claims or current/pending lawsuits related to a pool project of any type.
  - i. State whether the Firm has current general and professional liability insurance and, if so, for each policy provide the name of the insurance carrier and policy number, coverage types and amounts, and any exclusions.
  - j. Insurance: The City requires the Firm to carry the following insurance coverage, name the City as an additional insured, and to keep the coverages in force until the Firm's obligations have been fully performed and accepted by the City. Certificates

of insurance evidencing the existence of all such coverage(s) must be delivered to the City at the time of contract execution.

- Commercial General Liability Insurance written on an occurrence bases, and agrees it's coverage will not contain any restrictive endorsement(s) excluding or limiting products and completed operations, personal & advertising injury, contractual liability or cross liability, independent contractors, broad form property damage, bodily injury, and agrees it's coverage will not contain any restrictive endorsement(s) excluding or explosions, collapse, and underground with a minimum limit of \$3,000,000 each occurrence / \$5,000,000 general aggregate. If a general aggregate limit applies, either the general aggregate limit shall be twice the required per occurrence limit or the general aggregate shall apply separately to this project (ISO CG 20 03), or if there are multiple locations (ISO CG 25 04).
- Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR with a combined single limit of \$1,000,000 minimum.
- Workers Compensation insurance with statutorily limits required by any applicable Federal or state law and Employers Liability insurance with minimum limit of \$1,000,000 per accident.
- Unless otherwise provided, Contactor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk", including testing, when required, or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the CITY has an insurable interest in the property, whichever is later. This insurance shall include interests of the CITY, the CONTRACTOR, subcontractors and sub-subcontractors and suppliers in the Project. Such coverage shall name the City as a loss payee as their interest

may appear.

- A performance bond on the part of the contractor for 100% (one-hundred percent) of the contract price. A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- A payment bond on the part of the contractor for 100% (one-hundred percent) of the contract price. A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

- k. Explain how the team will provide quality control during construction. Who will perform construction observation and testing? How will non-conforming or "out of spec" construction be handled amongst the team?
- l. Explain the level of design completion you would provide if selected to participate in Phase 2 and Phase 3. The stipend amount is estimated at \$17,500.

- *Additional Information*

- B. Owner reserves the right to seek additional pertinent information regarding a Proposer's qualifications at any time during the selection and award process. No requirement in this RFQ will prejudice the right of Owner to seek additional pertinent information regarding Proposers' qualifications.

- C. No provision of this agreement shall constitute a waiver of the member's right to assert a defense based on sovereign immunity, official immunity or any other immunity available under law. For any claim or suit seeking damages from the Missouri municipality scheduled in this endorsement because of "bodily injury", "property damage", or "personal and advertising injury" caused by "your work", the coverage provided herein does not apply to any claim or "suit" which is barred by the doctrines of sovereign immunity, qualified

immunity, and/or official immunity although defense of such actions will be provided. No provision of this condition of coverage, endorsement, or this policy, will constitute a waiver of this company's right to assert a defense based on the doctrines of sovereign immunity, qualified immunity, and/or official immunity. If the contractor maintains broader coverage and/or higher limits than the minimums shown, the City requires and shall be entitled to the broader coverage and/or high limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

- D. This is a prevailing wage project:

- Proposer/Contractor will pay to each worker, not less than the prevailing hourly rate of wages, as set out in the Annual Wage Order Number 29, Section 061 Macon



County, attached to and made part of this specification for performing work under the contract (Section 290.250, RSMo.).

- The Contractor will forfeit a penalty to the City of \$100 per day (or portion of the day) for each worker that is paid less than the prevailing rate for any work done under the contract by the Contractor or by any Subcontractor. For detailed information on rules and occupational titles, see 8 CSR 30-3.010 through 3.060.
- The Contractor and all Subcontractors to the contract must require all on-site employees to complete the ten-hour construction safety training program required under Section 292.675, RSMo, if they have not previously completed the program and have documentation of having done so.
- The contractor will forfeit a penalty to the City of \$2500 plus an additional \$100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.
- A legible list of all prevailing wage rates must remain posted in a prominent and easily accessible place at the worksite by each contractor and subcontractor on the project. The notice must be posted during the full time that any worker is employed on the job (Section 290.265 RSMo.).
- Every transient employer, as defined in section 285.230, RSMo, enclosed in the laws section, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) Proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) The notice of registration for unemployment security. Any transient employer failing to comply with these requirements shall, under section 285.234, RSMo, enclosed in the laws section, be liable for a penalty of \$500 per day until the notices required by this section are posted as required by that statute.
- Contractor shall submit payroll records to City prior to request for payment. Prior to payment the Contractor shall warrant that he has good title to all materials and supplies used by him in the work, free from all liens, claims, or encumbrances. Payment will only be made to the Contractor to whom the Bid is awarded.

#### E. Safety Standards and Accident Prevention

With respect to all work performed under this contract, the contractor shall:

- Comply with the safety standards provisions of applicable law, building and construction codes, and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971.

- Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
  - Maintain at a well know place at the job site, all articles necessary for giving first aid to the injured, and shall make arrangements for the immediate removal to a hospital or doctor's care of persons (including employees), who may be injured on the job site.
  - Proposers are informed that the Project is subject to the requirements of Section 292.675, RSMo, which required all contractors or subcontractors doing work on the Project to provide, and require its employees to complete, a ten (10 hour) course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.
- F. Proposers are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5,000), the Bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Proposer shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services. (This form is included in the specifications after the Bid Contract).
- G. The Proposer's attention is directed to the fact that all applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over composition of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
- *Designation of Proposed Engineer and other Project Design Professionals*
- H. The individuals or entities that will be providing Design Professional Services shall be listed in the Statement of Qualifications.
- *Disqualification*
- I. Owner may disqualify Proposer from participation for Proposer's failure to submit required information within the times indicated.

### **ARTICLE 3 – CONCEPTUAL APPROACH TO PROJECT**

- *Conceptual Supplement*
- A. As a supplement to its Statement of Qualifications, the Proposer shall submit a statement demonstrating Proposer's understanding of the Owner's goals and the technical challenges anticipated during design and construction, and setting forth a concise statement of Proposer's planned approach to the technical aspects of the Project. The proposer shall include graphics and/or photos of similar pool facilities which the team believes represents a project that provides the desired features and operational aspects described in Article 1.02.

#### ARTICLE 4 – SUBMITTAL AND EVALUATION OF STATEMENTS OF QUALIFICATIONS

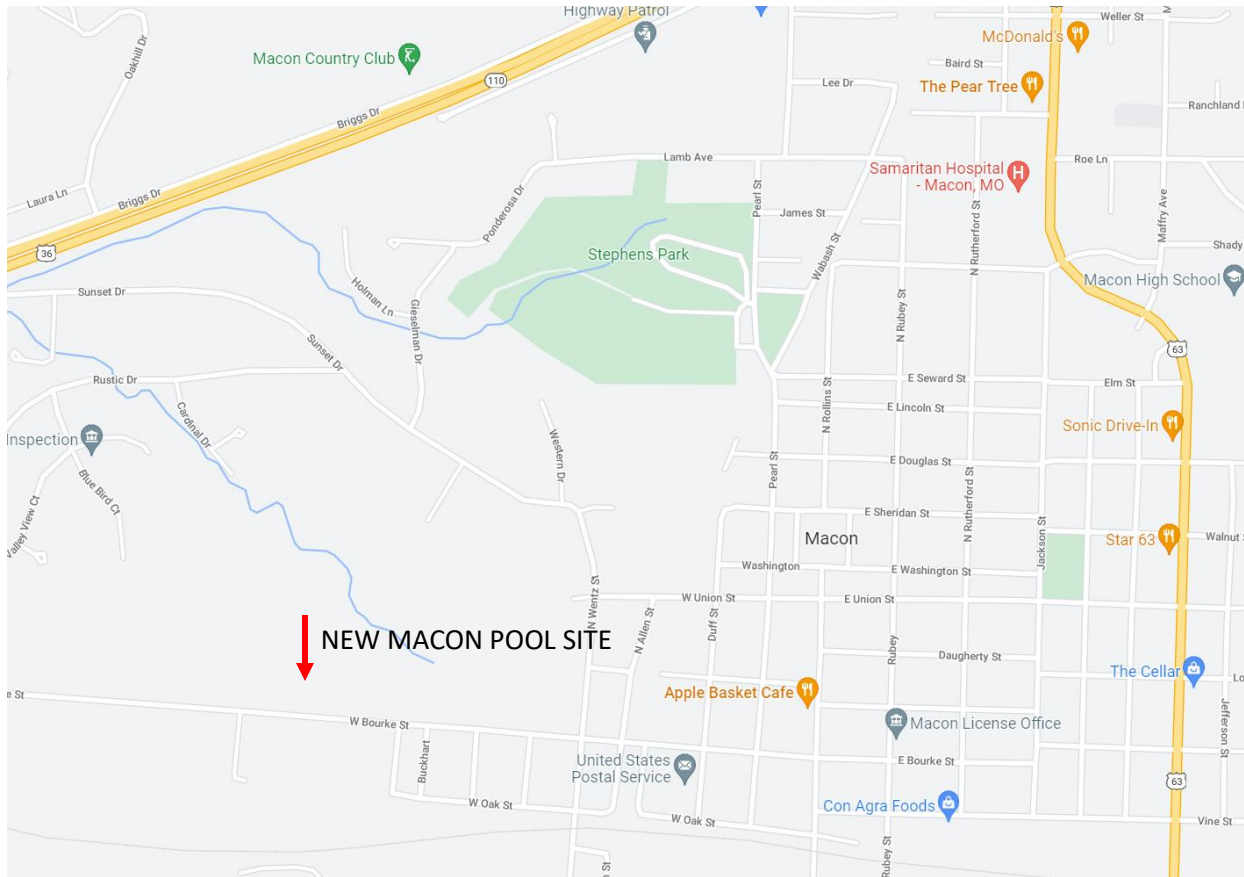
- *Statement of Qualifications Format*
  - A. Provide 6 bound color copies and a pdf on a USB flash drive.
- *Date and Method of Submittal*
  - B. Qualifications may be delivered in person or by delivery service.
- *Owner's Evaluation Process*
  - C. Howe Company, LLC is the consultant for the City of Macon and will perform the first review of the statements of qualification for the submitting teams and assemble comparison tables for the design professionals, builders, and sub-contractors for use by the evaluation team.
  - D. Evaluators – A committee appointed by the City of Macon.
  - E. Review and Confirmation of Qualifications
  - F. Weighting and Scoring
- *Selection Process*
  - G. Up to 2 but not more than 5 proposers will be short listed and invited to participate in Phase 2 and Phase 3 of the selection process.
    - 1. Phase 2 – The chosen design-build teams will be invited to submit their proposed design for the project, completed to a level that supports the teams confidence in being able to furnish the project within the Owners budget. The design should illustrate how the project will furnish the various desired features and accomplish the Owners goals. The submittal shall also contain a project schedule. Up to 20% of the points awarded to each design-build proposer in this phase will be based on their qualifications and ability to design, contract, and deliver the project on time and within the budget of the Owner. Phase 2 will account for not less than 40 percent of the combined score for Phases 2 & 3.
    - 2. Phase 3 – The chosen design-build teams will be invited to also submit, at the same time as their Phase 2 submittal, their Phase 3 proposal consisting of a firm, fixed cost of design and construction. The proposal shall also contain an estimate of invoice amounts upon completion of various milestones. Phase 3 will account for not less than 40 percent of the combined score for Phases 2 & 3.
    - 3. Proposals for Phase 2 and Phase 3 shall be submitted concurrently at the time, date, and location specified in the Request for Proposals provided to short listed teams.
- *Notification to Proposers*
  - H. All proposers will be notified of the Owners decisions. Proposers which are NOT selected to participate in Phase 2 and Phase 3 will be notified and their participation will end at that time. Proposers which are invited to participate in Phase 2 & 3 will be provided a Request for Proposal.
- *Evaluation and Selection Process*
  - I. Owner reserves the right to reject or disregard any Statement of Qualifications, in whole or in part, based on Owner's sole discretion. The evaluation and selection process entail the

exercise of judgment and subjective analysis and decision-making. By submitting a Statement of Qualifications, Proposer waives any right to protest or object to the evaluation or selection process; Owner's administration or conduct of the process; or any final decisions or selections made by Owner.

#### **ARTICLE 5 – STIPEND INFORMATION**

- *No Stipend for Responding to this RFQ (Phase 1)*
  - *Stipend for Participation in Phase 2 & Phase 3*
- A. In accordance with Missouri Law, the Owner will pay a stipend to the Design-Build proposers that are invited to participate in Phase 2 & Phase 3, whose proposals are responsive but not accepted, and are willing to provide a non-exclusive right to the Owner for use of the design submitted by their team. If the proposer does not grant the Owner the non-exclusive right to use the design, then no stipend will be paid.
  - B. The stipend amount will be no less than one-half of one percent of the total project budget.
  - C. Additional details about Phase 2, Phase 3, and stipends will be provided in the Request for Proposals.

## ARTICLE 6 – LOCATION MAP





#### ARTICLE 7 – ADDITIONAL INFORMATION

- *Terracon Report Dated October 27, 2020 will be provided to those proposers invited to participate in Phase 2 and Phase 3.*
- The City of Macon reserves the right to use any graphics and photos submitted in Phase 1 to help convey desired concepts to the short-listed teams.