



**REQUEST FOR PROPOSAL
FOR
INDEFINITE QUANTITY GENERAL ENGINEERING
SERVICES**

RFP #2016-02

Request for Proposal Issued:	April 1, 2016
Proposal Due Date:	April 22, 2016
Time:	3:00 PM Eastern Time

Send Proposal To:

City of Franklin, Virginia
Melissa D. Rollins, Director of Finance
207 West 2nd Ave.
P. O. Box 179
Franklin, Virginia 23851
Purchasing Office: 757-562-8532

Direct All Inquiries To:

Russell L. Pace
Director of Public Works
Phone: 757-562-8562
Phone: 757-562-7883

The City of Franklin (the “City”) is seeking proposals from qualified firms (the “Bidder” or “Contractor”) to furnish the goods and/or services described herein and bids will be received at the Finance Department, 2nd Floor, City Hall, 207 West 2nd Avenue, Franklin Virginia 23851, through the due date and hour shown above (local prevailing time).

STATEMENT OF WORK

CITY OF FRANKLIN

CONTRACT FOR ENGINEERING SERVICES

RFP #2016-02

I. THE PROJECT

- A. The City of Franklin plans to award a contract to one (1) qualified consultant for various professional engineering services on a 1 to 5 year basis for the design, study and/or review of various engineering systems and operations. Services may include performing professional engineering services for all Departments and Agencies within the City of Franklin Local Government to include the City of Franklin School Board and Franklin Redevelopment and Housing Authority.
- B. All facilities, engineering and studies in this project shall be designed to meet all applicable codes, regulations and permit requirements, and shall include approvals from all regulatory agencies.

II. SCOPE OF WORK

The following is a general outline of the type of work to be performed by the consultants. The exact Scope of Work to be performed for each work assignment is subject to negotiation prior to that assignment. This outline is intended as a guide for consultants to analyze the scope of services sought and demonstrate their qualifications for performing the work.

A. Basic Services

The consultant shall perform professional engineering services as hereinafter stated which includes normal civil, structural, mechanical and electrical engineering services and normal surveying and architectural services incidental thereto. Consultants shall certify that they will perform all tasks in accordance with generally accepted professional standards, and that they will provide the City with the best possible advice and consultation within the consultant's authority and with the regulations, laws, ordinances, and requirements of all governmental agencies and authorities that have jurisdiction over design criteria and environmental impact applicable to the project. Work will also include, but not be limited to, the cleaning and inspection of various pipelines, flow monitoring, smoke testing, dye testing, hydrant flow testing, and manhole inspection.

B. Study and Preliminary Design Phase

After authorization to proceed, the consultant shall:

1. Meet with City personnel to define a scope of services and review available plans and data.
2. After determining a scope of services, and if it is determined that the work can be performed successfully, in a timely basis, and at a total price negotiated and considered to be fair and reasonable, the consultant will be assigned the project. If a fee cannot be negotiated with the consultant, then discussions will be terminated and negotiations conducted with the second consultant until an agreement can be reached.
3. Perform all necessary research, field and survey work.
4. Prepare preliminary design documents consisting of construction plans and specifications and/or study.
5. Based on the information contained in the preliminary design documents, submit an opinion of estimated project cost including, but not limited to, construction costs and contingencies.
6. Furnish three copies of the preliminary design documents with the engineer's estimate of project cost to the City; review the information with City representatives.
7. Furnish all such documents, plans and design data as may be required-for, and assist in the preparation of the required documents so that the City may obtain approvals of all such governmental agencies and authorities as may have jurisdiction over design criteria and environmental impact applicable to the project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate officials and authorities, including administrative and public hearings involving the project. The Consultant shall attend as many hearings and meetings as are necessary to obtain necessary approvals.

C. Final Design Phase

Upon completion of the Preliminary Design Phase, and notification that the preliminary design documents are acceptable to the City and to all governmental agencies and authorities as have jurisdiction over design criteria and environmental impact applicable to the project, the Consultant shall:

1. On the basis of the preliminary design documents as finally approved, prepare the final

construction plans and specifications, easement plats, and the Contract Documents, which shall include bid forms, notice to bidders, instructions to bidders, advertisement, bid proposals, contract form, bonding and insurance requirements and, where applicable, federal compliance requirements, and assist in the preparation of either related documents.

2. Furnish all such documents, plans, and design data as may be required for and assist in the preparation of any required documents so that the City may obtain approval of all such governmental agencies and authorities as may have jurisdiction over design criteria and environmental impact applicable to the submissions to and negotiations with appropriate officials and authorities, including administrative hearings, involving the project. The Consultant will attend as many hearings and meetings as are necessary to obtain such approval.
3. Furnish the City with a revised estimate of project cost based on the final plans and specifications and other related documents.
4. Prepare any necessary documents for alternate bids requested by the City.
5. Furnish five copies of the final plans and specifications, contract documents, and all other related documents to the City and review all such documents with the City. All plans and specifications shall be submitted digitally as well as on paper copy. Digital submissions shall be compatible with the latest version of the software the City is using at the time of the project.

D. Bidding Phase

After authorization to proceed with the Bidding Phase, the consultant shall:

1. Assist the City and Finance Director in obtaining bids (or negotiating proposals) for each prime contract for construction.
2. Consult with and advise the City as to the acceptability of substitute materials and equipment proposed by the contractor.
3. Consult with and advise the City as to the acceptability of subcontractors and other persons and organizations proposed by the Prime contractor.
4. Assist the City and Finance Director in evaluating bids or proposals and in assembling and awarding contracts.
5. Prepare four sets of all documents necessary for the City and contractor(s) to enter into a

contract for the construction of the project and forward all such documents to the contractor for execution.

E. Construction Phase

For the construction phase, the consultant shall provide control staking, easement and right-of-way staking, and general consultation. Detailed daily inspections of the construction work will be provided to the City by the Consultant. The consultants work during the construction phase is briefly described as follows:

1. Furnish the City and contractor with additional sets of plans and specifications as needed.
2. Consult with and advise the City on matters relating to the construction activities.
3. Make periodic visits, as determined by the City and Consultant, to the site to observe as an experienced and qualified design professional the progress and quality of the executed work and to determine if the work is proceeding in accordance with the final plans and specifications and the contract documents. The consultant's efforts will be directed toward providing assurance for the City that the completed project will conform to the final plans and specifications and to the contract documents. During such visits and on the basis of its on-site observations, the consultant shall keep the City informed in writing of the progress of work, shall endeavor- to guard the City against defects and deficiencies in the work of the contractor(s), shall notify the City of any observed defects of deficiencies in the work of the contractor(s), and shall disapprove or reject work as failing to conform to the final plans and specifications or contract documents.
4. Review and approve shop drawings and samples, the results of tests and inspections and other data which contractor(s) is required to submit, for conformance with the design concept of the project and compliance with the information given in the final plans and specifications and the contract documents; determine the acceptability of substitute materials and equipment proposed by contractor; and receive and review maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection, which are to be assembled by contractor in accordance with the final plans and specifications and contract documents.
5. Issue directives of the City to the contractor relating to change orders as required; consultant may, as the City's representative, require special inspection or testing of the work and shall act as interpreter of the requirements of the final plans and specifications and the contract documents and judge of the performance thereunder by the parties thereto.

6. Based on the consultant's on-site observations as an experienced and qualified design professional and on his review of contractors applications for payment and the accompanying data and schedules, the consultant shall advise the City as to the amount owing to contractor(s) and indicate whether he approves such amounts; such approvals of payment will constitute a representation to the City, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the consultant's knowledge, information and belief, the quality of the work is in accordance with the final plans and specifications and the contract documents (subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the final plans and specifications and the contract documents, and to any qualifications stated in its approval).
7. Conduct an inspection to determine if the project is substantially complete and a final inspection to determine if the project has been completed in accordance with the final plans and specifications and the contract documents and if each contractor has fulfilled all of its obligations thereunder so that the engineer may indicate to the City, in writing, that final payment should be made to each contractor.
8. Provide a digital copy of drawings to the City after bids have been received.
9. The consultant shall not be responsible for the acts or omissions of the contractor, any subcontractor of the contractor's or subcontractor's agents or employees or any other persons (except its own employees and agents) at the project site or otherwise performing any of the work of the project, not the result of the negligence, errors or omissions of the consultant.
10. Control staking shall include setting iron pins at property corners (easements only), providing one or more elevation bench marks at the site and providing centerline offset stakes for water and sewer main construction. Construction within the right-of-way may be referenced to the edge of existing pavement.

III. THE PROPOSAL

The proposal for this submittal shall contain the following information and shall address all evaluation criteria:

- A. A brief summary of personnel the consultant will assign to the project and the qualifications of the firm and those personnel.
- B. A list of recent engineering projects designed by the firm.
- C. A proposed procedure for designing street, utility, drainage and wastewater projects. This

procedure should include a brief narrative describing the method the consultant will use in developing plans and specifications. A proposed project schedule is not required; total time constraints will be set forth in subsequent negotiations. Desired information may include a discussion of permit and construction obstacles, easement problems, and suggestions for minimizing such problems in the interest of project expediency.

IV. RECEIPT AND OPENING OF PROPOSALS

- A. Proposals shall be received by the City Finance Director in accordance with the Request for Proposal Letter.
- B. Conditional proposals or proposals not prepared and submitted in accordance with provisions hereof shall not be considered. Any deviations from these or other requirements shall be itemized and explained in an attachment to the proposal. Any proposal may be withdrawn prior to the scheduled time for the opening of proposals or authorized postponement thereof. Any proposal received after the time and date specified shall not be considered.
- C. All proposals shall be submitted in sealed envelopes bearing on the outside of the envelope the name of the consultant, his address, the name of the project for which the proposal is submitted and the RFP number. If forwarded by mail, the sealed envelope containing the proposal, marked as directed above, shall be enclosed in another envelope addressed as specified in the proposal form.
- D. Four (4) copies and one original of the proposals shall be submitted.

V. EVALUATION CRITERIA

Proposals will be evaluated and a contract or contracts awarded as provided in Section 11-37, Paragraph 3.A., of the Virginia Public Procurement Act. The following evaluation criteria shall apply:

- A. Qualifications and experience of the firm and the key personnel in the design of water and wastewater facilities, street reconstruction, drainage improvements, transportation improvements, architectural, mechanical, electrical, geotechnical and structural design.
- B. Priority assigned to Municipality projects which include but are not limited to designing stormwater retention, improving open channel flow, improvements at wastewater treatment facilities and pumping stations, inflow and infiltration reduction in sanitary sewer collection systems, water distribution system improvements, building renovation, groundwater treatment and permit applications, wetland delineation and GIS mapping.

- C. Depth and variety of staff disciplines available:
 - 1. Resumes of key individuals
 - 2. Education
 - 3. Staff size
 - 4. Expertise
- D. Proposal preparation and scope of work understanding
- E. Managerial capabilities:
 - 1. Team organization
 - 2. Project management
 - 3. Ability to manage several projects simultaneously and expeditiously
 - 4. Demonstrated ability to meet budget requirements
 - 5. Communication procedures
 - 6. Data gathering methods
 - 7. Fiscal stability
- F. Familiarity with Federal, State and local codes, conditions and ordinances.
- G. Past performance record
- H. Demonstrated Design Experience:
 - 1. Experience in similar projects
 - 2. Value analysis
 - 3. Environmental impact
 - 4. Firm's perception of design opportunities in this project

5. Life cycle cost analysis
 6. Critical Path Method
 7. Fast-track Construction
- I. References - showing names, addresses and phone numbers
 - J. Current and projected workloads
 - K. Other:
 1. Demonstrated sensitivity to community involvement
 2. Distinctive or unique design experience
 3. Cost control methods

VI. QUALIFICATIONS

- A. The City may make such investigations as deemed necessary to determine the ability of the consultant to perform the work and the consultant shall furnish the City all such information and data for this purpose as the City may request. As a minimum the consultant shall have at least five years experience in Municipal Engineering Design and Construction Administration and shall have State registration as required for this work.
- B. Firms submitting proposals shall have local in-house drafting, surveying, and utility design capabilities, or have previously established cooperative arrangements for the same. Local, in this case, shall mean a driving distance of not more than 100 miles from the City of Franklin. Any subcontract for cooperative work shall be approved by the City before work begins.

VII. CONDITIONS OF WORK

- A. Each consultant shall inform himself fully of the conditions relating to the construction and labor under which the work will be performed. Failure to do so shall not relieve any successful consultant of his obligations to furnish all material and labor necessary to carry out the provisions of the proposal and to complete the work for the consideration set forth in a contract. The failure or omission of any consultant to receive or examine any form, instrument, or document shall in no way relieve the consultant from his obligations with respect to his proposal.

VIII. CITY OF FRANKLIN RESPONSIBILITIES

A. The City shall:

1. Provide to the consultant all information and data in possession of the City which relates to the City's requirements for a given project.
2. Assist the consultant in obtaining permission to enter upon public and private property as required for the consultant to perform its work. The City will acquire the necessary easements and/or Property.
3. Examine and review all studies, test results, reports, sketches, drawings, specifications, proposals, and other documents provided by the consultant.
4. Pay all advertising costs during the bid phase.
5. Designate a person/persons to act as the City's representative with respect to the work to be performed under this Agreement. Such person shall have the authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Consultant's services.
6. Provide to the consultant the latest copy of the City's standards, specifications and regulations relating to water and sewer systems; including, design criteria for water and sewer projects and requirements for water and sewer plans.

B. The consultant is advised that he may utilize data from existing sources at his own risk. There will be no claims allowed for extra costs resulting from incompleteness or inaccuracy of existing maps or data. The consultant shall develop all field data necessary to satisfy good engineering practices.

IX. SELECTION PROCEDURE

A. The City of Franklin intends to make final award to one (1) consultant. Selection of the successful consultant shall be as follows:

1. As previously stated, consultants shall make written proposals offering their qualifications and understanding of the project. Proposals shall be specific as to the ability of the consultant to perform the requested work and ability to satisfy all evaluation criteria.
2. Following evaluation of the written proposals, the City may, at its discretion, engage

in individual discussions with those consultants deemed fully qualified, responsible, and suitable on the basis of the written proposals and with emphasis on professional competence. Such consultants shall be encouraged to elaborate on their qualifications, as well as alternative concepts, and to answer questions from Evaluation Team members.

3. Following these discussions, on the basis of the evaluation factors listed in this request and all information obtained in the selection process to this point, the City shall rank those consultants whose professional qualifications are deemed most meritorious. Negotiations shall then be conducted, beginning with the consultant ranked first, to select the first successful consultant. Negotiations may include a general discussion of hourly fee charges for various job classifications (distinguished from individual work assignments which will be negotiated with the successful consultant on a lump sum not-to-exceed fee basis).
4. If a contract cannot be successfully negotiated with a particular consultant, then negotiations with that consultant shall be formally terminated.
5. Upon ranking consultants and successfully negotiating a contract, individual work assignments will be negotiated for each assignment.

X. EXTRA WORK

- A. There will be no extra work allowed on this project except when authorized in writing by the City's authorized representative. No one is authorized to give verbal instructions to increase the scope of work and the consultant may not use verbal instructions as the basis for additional cost. The request for changes in the work shall be made in writing by the consultant, reviewed by the City, and either approved or denied in writing.
- B. Disputes arising out of claims for extra work or extra cost will be subject to all lawful recourse. However, the City will agree to meet with the consultant in an effort to resolve claims before legal steps are taken.

XI. CONTRACT

- A. A standard City of Franklin general engineering contract will be prepared for signature by the successful consultant for this project.
- B. A contract shall be awarded for a period of approximately one (1) year ending on June 30, 2017 with an option to extend for up to four (4) additional years, one (1) year at a time, if agreed upon by both parties. Each contract shall have an option to extend the term of the existing contract to allow completion of any work undertaken, but not

completed during the original term of the contract. The City shall notify the consultant in writing of its intent to renew sixty (60) days prior to the expiration of the original contract. The contract shall also contain maximum hourly charge rates for various job classifications. The City reserves the right to obtain Engineering services other than from this contract for specialized work as deemed necessary by the Director of Public Works.

- C. All work performed for each project shall be on a lump-sum, not-to-exceed basis. The actual fee shall be negotiated prior to assignment, incorporating the hourly fee charge. Total fee shall include all expenses for performing the necessary work, including professional charges and reimbursable expenses.
- D. Reimbursable expenses means the actual expenses incurred directly or indirectly in connection with the work performed for: transportation and subsistence incidental thereto; toll telephone calls and telegrams; reproduction of reports, drawings, and specifications; computer time, and training.

XII. SOIL BORINGS

- A. Soil borings and analysis shall not be a part of the work for this contract or contracts. The consultant shall make recommendations as to the need for such analyses and, if any exist, shall prepare a scope of work for the City's use in receiving proposals for soils work.

XIII. PAYMENTS

- A. Consultants may submit requests for payment at 30-day intervals based on percent of work completed. Payment requests will be considered only after receiving progress reports on the work and satisfactory evidence that the work reported has been acceptably accomplished.

XIV. OWNERSHIP OF DOCUMENTS

- A. The consultant will provide the City with the original tracings. The City reserves the right to alter the tracings and/or specifications for as-built purposes, but will provide a properly initialed revision block showing City responsibility for all such changes. Plans and specifications for the project shall become the property of the City upon payment of all fees set forth in the contract.

XV. INSURANCE

- A. The successful consultants shall maintain Professional Liability Insurance, Workers

Compensation, Employer's Liability Insurance, Automobile Liability Insurance, excess Liability Umbrella Form Insurance and/or any other insurance as may be required by the City.

XVI. AUTHORIZATION

- A. This request for proposal has been authorized by the City of Franklin, City Manager. Responses to this request will be appreciated.

Randy Martin
City Manager