

**REQUEST FOR QUALIFICATIONS
ENGINEERING SERVICES
FOR
CITY OF BEAVERTON
ECOSYSTEM RESTORATION AND
INFRASTRUCTURE PROJECT-E001**

PREPARED BY:

CITY OF BEAVERTON

Date: September 6, 2024

PURPOSE

The purpose of this Request for Qualifications (RFQ) is to solicit proposals from professional engineering firms (hereinafter called Consultants) for the design of the City of Beaverton EcoSystem Restoration project and the Infrastructure project (Project). A juried selection process will be utilized to establish a final award for this project. Each proposal will be evaluated in accordance with the criteria described below.

Scoring will be based on the Consultant's understanding of the project including local knowledge, scope of services, schedule, personnel assigned to the Project, related project experience, and engineer's Rate Schedule.

BACKGROUND

The City of Beaverton was adversely affected by the flood of 2020 when outdated and inadequate stormwater infrastructure prevented the slow or stop of flood waters. During the flood of 2020, Beaverton City streets were inundated with excess flood waters hydraulically backing up and overflowing the storm sewers, Beaverton Hydroelectric Dam, and shores. Many of the city streets and infrastructure systems were submerged for long periods of time while flood waters raged. When the flood waters did recede, they carried excess sediments from county drains and urban and agricultural pollutants including excess nutrients and sediment into Ross Lake. The damage done in 2020 significantly affected and expedited the deterioration of the lake with significant sediment inflow from four rivers and street overflows, further damaging the city's infrastructure and degrading Ross Lake water quality in a community that does not have the financial resources to remedy these issues in a timely manner. The aging, undersized and in some cases non-existent storm water systems on city streets are in dire need of critical repairs, not only to fix the damaged areas that are the result of the 2020 flood, but also to ensure increased stability of public utilities protecting private land, water quality and reducing flood potential.

Ross Lake is an impoundment of the Beaverton Hydroelectric Dam, encompassing 294 acres fed by four river systems. Ross Lake is a critical ecological and economic component supporting the Beaverton Community. The lake brings important and valuable tourism dollars through recreational, and vacation. However, the lake and surrounding storm water infrastructure are in desperate need of upgrades and repairs to ensure the sustainability of this system following the flood of 2020. With the rise of flood waters in the rivers, Ross Lake and the impoundment behind the dam rose to record-breaking levels damaging the city's infrastructure. The proposed Project herein is in response to this damage.

SUMMARY OF OBJECTIVES

Consultants are being asked to provide services for design and construction engineering services of the Projects included as part of this RFQ. Consultants may also only bid on one of the projects. Projects are to be broken out as follows:

- Project A – Tonkin and Brown Street
- Project B – Ross Lake EcoSystem

REQUEST FOR QUALIFICATIONS

Each of the above projects will include two Phases of work:

Phase One: The preliminary engineering (study) phase will require the Consultant to perform a series of investigations/data collection and analyses to provide a Basis of Design Report. Once the Basis of Design is agreed upon, the Consultant will complete final design and develop a biddable set of drawings and specifications for construction and assist the City of Beaverton with obtaining necessary permits and ultimately bidding on the project. This Phase also includes project reporting and administration as required by CDBG-DR funding. The above tasks collectively constitute Phase 1 of this Project.

Phase Two: Grant administration as required by CDBG-DR funding. The Phase 2 portion of the proposed Project will include construction-related activities to implement the improvements. This phase will require the Consultant to perform submittal reviews as well as oversight of the chosen Contractor (TBD) to ensure compliance with the Project drawings, specifications, and permits. Phase 2 also includes grant administration, project reporting and closeout as required by CDBG-DR funding.

PROPOSED PROJECT WORKS

The proposed Project locations are shown in Attachment A – see Plan View C.0.0 dated August 2023 and include the following works.

Project A:

Tonkin Street and Brown Street – Replace existing long and short lead sanitary services (main line to property line), Repair / replace storm sewer main line including culverts, manholes and catch basins, remove and replace water main with services to the property line, mill existing pavement, repair curbing, driveway approaches, adjust manhole and catch basin structures, street sidewalk and ramp replacement, street lighting installation, repave streets.

Professional Services: Data Collection, Laboratory Analysis (if/as necessary), Topographic and Bathymetric Survey as necessary, ensuring NEPA compliance, Preliminary Design, Final Design Engineering, Permitting, Easement preparation, Construction Engineering including Staking/Layout, Material Testing, and full time Construction Inspection, As-Built Record Documents, Project Reporting and all activities as required for compliance with Project regulations/permits and funding requirements.

Project B:

Ross Lake – Environmental studies, review, permitting, excess sediment and material removal, sediment disposal, clearing and grubbing, bank stabilization, channel restoration, habitat restoration, as-built drawings, and on-land best management practices (BMP) implementation.

Professional Services: Data Collection, Laboratory Analysis (if/as necessary), Topographic and Bathymetric Survey, ensuring NEPA compliance, Preliminary Design, Final Design Engineering, Permitting, Easement preparation, Construction Engineering including Staking/Layout, Material Testing, and full time Construction Inspection, As-Built Record Documents, Project Reporting and all activities as required for compliance with Project

PROPOSAL FORMAT

In this RFQ, the qualifications for the two projects need to be broken out in your proposal.

The Consultant's proposal shall be presented in an 8-1/2" x 11" format (figures no larger than 11"x 17"). The text shall be concise with emphasis placed on completeness and clarity. Submittals shall be sent via email as an electronic file in a PDF format only. Scoring will be conducted by the Selection Committee. Proposals shall be single-sided and limited to 10 pages with a font of 11 or 12. Resumes shall be included as bios given the page limit. Separate each of the following sections below and follow the outline in the sections when putting together the Proposal.

Consultants will be evaluated on the following information:

Section I – Understanding of the Project, Scope of Consultant's Services and Duration Schedule

Provide a maximum two-page introduction with a brief discussion of the Consultant's past accomplishments, awards, recognitions, the Consultant's understanding of the project scope and how the firm is situated to address that scope.

Provide a detailed work plan that discusses how the Consultant will meet the scope of the Project as detailed in the above sections and attachments, as well as their knowledge of the required studies with emphasis on data collection, modeling, NEPA requirements, hydrology, and hydraulics studies. Discuss the proposed planning, organization, and management tools to be used to control schedule and costs. Include any anticipated design delegation to the Contractor.

The Consultant shall provide a preliminary schedule for the Work Plan and deliverables with an anticipated completion date of the Design Phase.

Assume a **Notice to Proceed (NTP)** date of **November 1, 2024**. Phase I design is expected to be completed within approximately 12 months of the Notice-to-Proceed (NTP) and Phase II construction is expected to be completed by January 31, 2027.

The weighted value of this Section will be 50% of the overall evaluation by the Selection committee.

Section II - Personnel Assigned to Project (Project Team)

Provide the name of the project manager(s) to be assigned this work along with a description of their experience and expertise. This person(s) will direct and coordinate all phases of the project. Also, list the names of other key members of the project team along with their experience and expertise, and the specific work they will be responsible for. If sub-consultants are to be used, list the individuals from these firms and their expertise. If the same members are not included in each phase, please list them separately and identify the project phases they will be involved in. Include all sub-consultants.

REQUEST FOR QUALIFICATIONS

The naming of personnel listed above will be considered by this office to be the design project team and will be expected to be assigned to the project for its duration.

The weighted value of this Section will be 15% of the overall evaluation by the Selection committee.

Section III - Related Project and Grant Experience

Consultants shall familiarize themselves with the proposed Project area, including Ross Lake, its tributaries, and the City of Beaverton's infrastructure. Include discussion on the bidder's familiarity and understanding of Ross Lake and the City of Beaverton infrastructure.

Consultant shall also provide descriptions of the firm's ability and experience in performing the engineering services described in this RFQ. Provide a list of up to 5 related project experiences.

For each project include the following: project description, project dates, dollar value and the names and titles of individuals currently employed with your firm that were assigned to the project and the role(s) they performed. Include a statement on budget and schedule in comparison (from inception to completion) for each project listed. Provide project references with contact information for each project described.

Consultant shall include a description of grant experience and compliance, both state and federal funding. Include information on grant source, dollar value, year obtained, and role.

The weighted value of this Section will be 35% of the overall evaluation by the Selection committee.

Section IV – Grant Administrator Responsibilities CDBG-DR

Community Development Block Grant Disaster Recovery Funds (CDBG-DR) may be available to assist the unit of General Local Government (UGLG) with the management of its CDBG-DR Grant Agreement. When procuring for Engineering Services, the city will also include grant management as part of the RFQ. The Grant Administrators assists the UGLG with meeting CDBG-DR compliance requirements including federal and state statutes regulations, and policies. The MEDC provides administrative funding to assist the UGLG and MEDC with administration of a CDBG-DR project. Administrative dollars are not available for UGLG employees. Federal regulations do not allow CDBG funds to be used to supplant local funds.

From the list below, the city determines responsibilities to be administered by the city and which ones are to be included as part of the Engineering Contract:

Procurement/Contracts. Labor Standard Insert, Wage Determinations (General Contractors, Sub-Contractors)

- A. Provide required procurement reports and assist the UGLG in obtaining approvals from MEDC as appropriate.

REQUEST FOR QUALIFICATIONS

- B. Collect and File procurement records including selection process, advertisements, reasons for selections, minutes of bid openings, etc.
- C. Collect and file contract agreements between UGLG and the Selected Contractor. Collect and file insurance documentation related to the selected contractor.
- D. Provide SAM and HUD Limited Deniability Checks related to selected contractor.
- E. Collect and File Section 3 documentation.

Labor Standards. Payroll Review: Davis Bacon Wages and Fringe,
Employee Interviews *Non-Davis Bacon Projects:*

- A. Assist project architect or engineer in bid document preparation to ensure bid specification documentation is consistent with state and federal regulations.
- B. Check payroll documentation.
- C. Review Contractor Payment Application materials and ensure that Supplies and Labor Amounts are present on all categories for reimbursement.
- D. File contractor clearances, specific to applicable Lead and Asbestos Abatement
- E. Monitor administrative paperwork to ensure compliance with equal opportunity, labor provisions, and Section 3 requirements.
- F. File any inspection reports related to the project.

Davis-Bacon Projects:

- A. Assist project architect or engineer in bid document preparation consistent with state and federal regulations.
- B. Secure the Department of Labor's federal wage decision and include it in the bid documents.
- C. Review construction contracts to ensure they comply with state and federal regulations. Examples of regulations include the following: Conflict of Interest, Access to Records, Copeland Anti-Kickback Act, Safety Standards, Architectural Barriers, Flood Insurance, Clean Air and Water Act (for contracts over \$100,000), HUD Handbook (6500.3), 24 CFR 85.36, Section 3, Section 109, Title VI, Civil Rights Act, EO 11246 (for contracts over \$10,000), Section 504, etc. D. File contractor clearance(s), specific to applicable Lead and Asbestos Abatement.
- D. Check weekly payrolls and complete Payroll Review Worksheet to ensure compliance with federal wage decision(s) with wage and fringe benefit information. Review payroll documents to ensure the following supplemental documents are provided, if applicable: Apprentice Compliance, Independent Contractors, Payroll Restitution. F. Conduct on-site interviews and compare the results with the appropriate payrolls.
- E. Monitor administrative paperwork to ensure compliance with equal opportunity, labor standards provisions, and Section 3 requirements.

Grant Reporting Documentation. Prepare, receive, and submit signed grant metric reports from the UGLG. Those reports can include: Audit Reports, Job Creation Reports (if applicable), Progress Reports and Milestones.

Payment Submittal. Provide support documentation for Disbursement Requests. Support documentation can include, but are not limited to the following:

- 8A Disbursement Request Form

REQUEST FOR QUALIFICATIONS

- 8B Invoice Summary Report
- Invoices/Proof of Services detailing Labor and Supplies Amounts
- Contractor Statement or Contractor Waiver
- 10-N Payroll Deduction Authorization (as applicable)
- 10-0 Record of Employee Interview (as applicable)
- SAM and HUD Deniability List Information for New Subcontractors on the Project ▪
Review Change Orders submitted by the UGLG.

Monitoring and Close Out

- A. Attend and Assist UGLG during the MEDC’s monitoring visit(s).
- B. Assist with close-out documentation.

Section V – Budgetary Consideration

This project is funded through multiple sources with specific requirements and a set budget. For purposes of this RFQ, Consultant’s will submit a Rate Sheet including hourly/daily rates for anticipated staff and equipment needs to complete the Engineering Phases. Following the Selection Committee's decision, the chosen Consultant will agree upon the final project scope of work, schedule, and fee.

Cost for work will be negotiated with the selected Contractor for each specific Scope of Work required by the City of Beaverton. However, the Proposer shall provide, as a separate electronic document, a rate schedule for all work to be provided during the contract cycle. The Rate Schedules will include hourly billing rates for the primary individual staff by name that will be providing services under the contract. These rates will be in effect for the first 3 years of the contract (no escalation).

The rates shall include all direct and indirect costs except reimbursables. Indirect costs include such items as overhead, profit, and such statutory and customary fringe benefits as social security contributions, sick leave, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, annual leave, and holiday pay.

Reimbursable expenses shall mean the actual expense of transportation and subsistence of employees, and other project-related materials, expendable supplies directly used on the project, equipment use fees, and similar project-related items. These are allowed at cost without a service charge markup. However, a service charge fee shall be allowed on subcontractors to the proposer should the proposer choose. This fee percentage shall be identified.

The weighted value of this Section will be 10% of the overall evaluation by the Selection Committee.

Evaluation Scoring Criteria and Milestone Summary

Understanding of the Project, Scope of Consultant’s Services and Duration Schedule	50 points
Project Team	15 points

REQUEST FOR QUALIFICATIONS

Related Project and Grant Experience	25 points
Budgetary Consideration (Rate Schedule)	10 points
Total	100 points (100%)

Key Milestones	Date
RFQ Issuance	Sept 6, 2024
Questions submitted by	Sept 18, 2024
Qualifications Due Date	Oct 3, 2024 2:00 P.M.
Review & Recommendation	Oct 11, 2024
Decision by City of Beaverton	Oct 21, 2024
Contract Start Date	Est – November 2024

ADDITIONAL REQUIREMENTS

Contract Negotiations

Once the Selection Committee has selected the most qualified Respondent, the Committee will negotiate the terms of a service Agreement with the successful Respondent. Full approval of the contract is expected in November 2024.

The Successful Respondent shall comply with the limited time frame for completion of these negotiations to ensure that full City of Beaverton approval and services commence no later than November 2024.

Submission of grant layout

When submitted your grant, please use this format:

Projects	
Tonkin/Brown Street	\$
Ross Lake	\$
Project Total	\$
Grant Administrator	
Tonkin/Brown Street	\$
Ross Lake	\$
Grant Admin Total	\$

Statement of Insurance Requirements for Engineers, Contractors, and Consultants

Required Insurance Coverage:

1. The Automobile Insurance Vendor shall, at its sole expense, obtain and maintain, during the term of any contract with the City, Michigan “no-fault” coverage and residual comprehensive motor vehicle liability insurance. This insurance shall protect the Vendor and the City against all claims for personal and bodily injuries to members of the public and damage to property of others arising from ownership, maintenance, loading or unloading, or use of any motor vehicles, including owned, non-owned, and hired vehicles.

The liability limits shall not be less than:

- a) Michigan Automobile Insurance Reparation Benefits (No-Fault) – statutory limits to apply;
- b) Five Hundred Thousand Dollars (\$500,000.00) per person/One Million Dollars (\$1,000,000.00) per accident bodily injury; and
- c) Five Hundred Thousand Dollars (\$500,000.00) per occurrence property damage; or
- d) A combined single limit of One Million Dollars (\$1,000,000.00) per occurrence.

2. Workers’ Compensation Vendor shall, at its sole expense, obtain and maintain, during the term of any contract with the City, workers’ compensation insurance meeting Michigan statutory requirements and employer’s liability insurance with minimum limits of One Hundred Thousand Dollars (\$100,000.00) for each accident or disease for each employee, and Five Hundred Thousand Dollars (\$500,000.00) policy limit for disease.

3. Comprehensive (Commercial) General Liability Vendor shall, at its sole expense, obtain and maintain, during the term of any contract with the City, comprehensive general liability insurance, written in comprehensive occurrence form and protecting Vendor and the City against all claims for personal and bodily injuries to members of the public, damage to City premises and equipment, property of others, and products and completed operations arising from any act or omission of the Vendor, its officers, employees, agents, and representatives.

The liability limits shall not be less than:

- a) One Million Dollars (\$1,000,000.00) per occurrence/Two Million Dollars (\$2,000,000.00) general aggregate;
- b) Two Million Dollars (\$2,000,000.00) aggregate for products and completed operations; and
- c) One Million Dollars (\$1,000,000.00) for personal and advertising injury.

4. Professional Liability To the extent that services provided to the City include professional services (e.g., architectural, engineering, or the like), Vendor shall, at its sole expense, obtain and maintain, during the term of any contract with the City, insurance covering acts, errors, or omissions of a professional nature committed or alleged to have been committed by the Vendor and/or any sub-contractor as a part of its performance under its contract with the City.

Coverage shall be effective upon the date of the Vendor’s contract with the City and shall remain effective for a period of not less than three years after the date of final payment hereunder and shall include all prior acts related to the Vendor’s performance or services for or

REQUEST FOR QUALIFICATIONS

on behalf of the City. Insurance thus provided shall provide coverage of not less than One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) annual aggregate. Notice of Claims Vendor and the City shall promptly notify each other of any knowledge regarding any occurrence that may result in a claim against either of them and shall cooperate with each other whenever any claim is filed against either of them with respect to the services rendered pursuant to any contract between Vendor and the City.

General Insurance Requirements

Each insurance policy required by the terms of this Statement of Insurance Requirements shall comply with the provisions of this Section.

1. It shall be the responsibility of Vendor to maintain adequate insurance coverage at all times, regardless of the City's acceptance of the Vendor's insurance. Failure of the Vendor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation.

2. Each insurance policy required by the terms of Sections A.1. and A.3. of this Statement of Insurance Requirements shall name the "City of Cheboygan, a municipal corporation of the State of Michigan and all associated, affiliated, allied, and subsidiary entities of the City, now existing or hereafter created, and their respective officers, boards, commissions, councils, employees, agents, and vendors, as their respective interests, may appear" as additional insureds (herein referred to as the "Additional Insureds") providing coverage for the Additional Insureds to the same extent as provided to Vendor. Each policy which is to be endorsed to add Additional Insureds hereunder shall contain cross-liability wording, substantially as follows: "In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder." In addition, each insurance policy shall include a severability of interest endorsement covering all named insureds individually and collectively.

3. Vendor shall file with the City certificates of insurance, subject to the approval of the City. Each certificate shall state that thirty (30) days advance written notice will be given to the City before any material modification, cancellation, or expiration of any policy covered thereby, including without limit cancellation for failure to pay premiums. Notice of policy material modification, cancellation, or expiration to the City shall be made by certified mail.

Indemnification

The Respondent, if awarded a Contract, agrees to protect, defend, and save the City of Beaverton and the cooperative members listed herein, its officials, and agents harmless against; any demand for payment for the use of any patented material, process, or device that may enter into the manufacture, construction, or from a part of the work covered by either order or contract; and from suits or a charge of every nature and description brought against if for, or on account of, any injuries or damages received or sustained by the parties by or from any of the facts of the contractor, the contractor's employees, or agents; from all liability claims, demands, judgments and expenses to persons or property occasioned, wholly, or in part, by the acts or omissions of the responder, contractor, agents or employee.

Conflicts of Interest

Consultant warrants that before submitting its proposal and/or entering into this contract it has carried out an inquiry within its firm to determine whether the services to be provided under this contract may pose a conflict of interest. For purposes of this contract, a conflict of interest occurs when the services to be provided conflict, are adversarial to, may influence the Consultant's judgment, or appear to influence the Consultant's judgment or quality of services under the contract with the Consultant's representation of other clients. Except as provided herein, the Consultant shall certify, to the best of its knowledge, to the City of Beaverton that there are no conflicts of interest in providing the services under this contract.

If at any time the Consultant determines that there is a conflict of interest or potential conflicts of Interest, then the Consultant shall disclose such conflicts of interest to the City of Beaverton. The City of Beaverton may request that the Consultant obtain a waiver or acknowledgment of the conflict from its client(s).

In the event that a conflict of interest arises in the course of providing services under this contract, the Consultant may be required to withdraw from its representation of the City of Beaverton and may be liable for incremental costs, if any, associated with the City of Beaverton having to engage another engineering or consulting firm to perform the services under this contract.

Disclosure of Contents

All information provided in the Consultant's proposal will be held in confidence and will not be revealed or discussed with competitors until the deadline for submission of proposals has expired. Pursuant to Section 13 (1) (j) of the City of Beaverton's Freedom of Information Act, as amended, MCL 15.243 (1) (j), provides that a public body may be exempt from disclosure as a public record A [a] bid or proposal by a person to enter into a contract or agreement, until the time for the public opening of the bids or proposals, or if a public opening is not conducted until the deadline for submission of bids or proposals has expired. The submission of additional pertinent information beyond the requirements of this RFQ is acceptable. The legal arrangement proposed between the firms comprising a "joint venture, team, sub-consultants, etc." is to be explained in the proposal. There are no requirements for MBE, WBE or DBE involvement for this portion of the project. However, the design documents must comply with all applicable City of Beaverton's grant requirements.

Rejection of Proposals

The City of Beaverton reserves the right to reject any and all of the proposals received as a result of this RFQ. No late proposals will be accepted. The official time clock shall be the date/time clock located at the Beaverton City Hall.

Incurred Cost

The City of Beaverton will not be liable for any cost incurred by the Consultant in

REQUEST FOR QUALIFICATIONS

developing its proposal or for any other work performed through and including the execution of a contract for professional services, prior to the execution of a contract.

Addenda to the RFQ

An addendum will be issued in the event it becomes necessary to revise any part of this RFQ. Addenda must be acknowledged by all bidders.

Completeness of Consultant's Proposal

The Consultant's proposal shall address all items completely and thoroughly, in accordance with the proposal format provided. The proposal shall be signed by an officer of the firm, or the team authorized to bind the Consultant to its provisions.

The contents and commitments in the Consultant's proposal shall remain firm for 120 calendar days from the submittal due date.

By submitting a proposal, the Consultant's officer certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Michigan, agent of a person or entity that is currently debarred from submitting bids or contracts issued by any political subdivision or agency of the State of Michigan.

Consultant Responsibilities

The Consultant shall be capable of providing all professional services as described above under the Scope of Consultant's Services and to maintain those capabilities until notification that their proposal was unsuccessful. Exclusion of any service for the project may serve as cause for rejection.

Acceptance of Proposal Content

The proposal presented will be evaluated by the Owner's Selection Committee. Scoring will be conducted by the Selection Committee based on the Consultant's understanding of the project including local knowledge, scope of services, schedule, personnel assigned to the project and related project experience. The final recommendation of the highest-ranking firm will be made by the Selection Committee and communicated accordingly.

QUESTIONS

All questions must be directed in writing via email to City Manager Shannon Sirpilla, ssirpilla@beavertonmi.org.

Questions must be received **ten (10) days prior to the due date** and will be responded to no later than 5 days prior to the bid due date.

SUBMISSIONS

The Consultant's proposal must be submitted electronically to **ssirpilla@beavertonmi.org** no later than **October 3, 2024** at **2:00 pm**. Hard copies will also be accepted.

