

# REQUEST FOR QUALIFICATIONS

for

## **Professional Engineering, Architectural, Construction, Surveying and Environmental Consulting Services**

November 29, 2021

### **NOTICE TO CONSULTANTS**

The City of Springfield is accepting proposals to provide Professional Engineering Consulting Services from all qualified and interested professional consulting firms. The successful Firm will provide the professional services described herein in support of the City. All work will be contracted within the terms, conditions, scope of work and other applicable requirements set forth in a negotiated *General Services Agreement for Professional Services* and subsequent work orders issued for specific projects. The successful Firm will demonstrate qualifications, experience, and abilities to successfully accomplish and support all aspects of the desired services.

Statements of Qualifications will be received by the City of Springfield, 601 Avenue A, Springfield, Michigan, 49037, Attn: Kris Vogel, City Clerk, until 10:00 a.m. local time, Wednesday, January 12, 2022.

Faxed or electronic submissions will not be accepted. Once received, submissions will not be returned.

Copies of the Request for Qualifications (RFQ) are available at the City Clerk's office at City Hall, 601 Avenue A, Springfield, Michigan 49037, or online from the City's Web site [www.springfieldmich.com](http://www.springfieldmich.com).

Any questions regarding this RFQ or the minimum specifications shall be directed to Chaz Wilkey, Interim Director of Public Works, at 616-441-9277.

The City of Springfield reserves the right to reject any or all submittals or any parts of the same, to waive any irregularities and to accept any proposal deemed to be in its own best interest.

# **Professional Engineering, Architectural, Construction, Surveying and Environmental Consulting Services**

November 29, 2021

## **MINIMUM SPECIFICATIONS**

### **INTENT**

In issuing this Request for Qualifications (RFQ), it is the intent of the City to provide for Professional Engineering, Architectural, Construction, Surveying and Environmental Consulting Services within and for the City of Springfield. This specification is not to be interpreted as restrictive, but rather as a measure of the quality and performance against which all professional consulting firms will be evaluated.

In reviewing qualifications, consideration will not be confined to hourly billing rates. The successful Firm will be the one whose services are judged to best serve the interests of the City of Springfield when billing rates, depth of experience, breadth of services, responsiveness, quality and delivery are considered.

The City of Springfield reserves the right to reject any or all submittals or any part thereof, and to waive any minor technicalities. Future contracts may be awarded to the Firm deemed to serve the best interest of the City of Springfield.

### **SCOPE OF WORK**

The City of Springfield invites qualified, multi-disciplined firms to submit their qualifications for consideration to provide Professional Services on an ongoing basis. The City will award a contract for work to be performed on an “as needed” basis for the various disciplines required. The selected Firm shall negotiate and execute a *General Services Agreement for Professional Services* contract (see page 7 of 12 for example agreement) with the City.

All work orders shall be authorized using addendums to the General Services Agreement. The quantity of work will vary through the contract term. The selected firm shall provide a broad range of professional services including but not limited to:

- Engineering design, specification, bid document and value engineering
- Construction engineering, staking, inspection and production of as-built plans
- Transportation planning and engineering
- MDOT Street Improvement Program Grant(s) management and administration
- Public involvement and meeting facilitation
- Water resource planning including storm water facilities
- Environmental analysis
- Development review services, including DRI/Traffic study reviews
- Geographic Information Systems (GIS)
- Grant development

- Landscape architecture
- Bicycle and pedestrian planning

The City of Springfield will consider the qualifications of each Firm with regard to the services required by the City, and will choose according to which Firm best fits the needs of the City. The selected Firm may serve as the City's general professional engineering services consultant for a three (3) year term period with an option for two (2) additional one (1) year term extensions. Work shall be assigned on a project-by-project with a clearly developed scope of work for each project.

## **QUALIFICATIONS**

The submittal should address all of the points outlined in this RFQ. The document is to be prepared simply and economically, providing a straight-forward, concise description of the Firm's capabilities to satisfy the requirements of the RFQ. Highlight any parts that reflect the Firm's unique philosophy or insight regarding its approach to serving as the City's general professional engineering services consultant and how this approach will positively impact the successful completion of a variety of projects.

The statement of qualifications' document should not exceed fifteen (10) pages in length, excluding covers, table of contents, dividers, required forms, resumes, certifications and affiliations, references and insurance documentation. To simplify the review process and to obtain the maximum degree of comparability, the submittal will include the following information and will be organized in the order and manner specified below. While additional data may be presented, the following subjects must be included. They represent the criteria against which the submittals will be evaluated.

1. Letter of Transmittal: Provide a letter of transmittal briefly outlining the Firm's understanding of the work. List the proposed City Liaison/Engineer/Client Manager's name, address, telephone number, fax number and email address.
  - a. This is the individual that the Firm, if selected, envisions will be readily available to meet with representatives of the City, act as the City's advocate within and outside of the Firm, coordinate work efforts and interact routinely with the City.
  - b. The name that is provided for the Firm's Liaison/Engineer/Client Manager will be used as the primary contact person during the RFQ evaluation process.
2. Company/Firm Overview: Provide general information about the Firm, along with its area(s) of expertise and experience as it relates to this RFQ.
  - a. Firms must have provided professional consulting engineering services within the State of Michigan for a minimum of three (3) continuous years for the period immediately preceding the date of this request.
  - b. State the size of the Firm, the size of the Firm's professional staff, the location of the office from where the work on this project will be performed, and the size of the staff in the latter.
  - c. Describe the experience and success of the Firm and the designated office in providing similar services in other communities in the State of Michigan.

- d. Firm capabilities should include the service areas listed above in the SCOPE OF WORK section.
3. Familiarity with Local Conditions: Include a description of the Firm's understanding of the specific needs of the City of Springfield and/or stable, home-rule communities in Michigan.
4. Certifications and Affiliations: State the professional licensure, certifications, expertise and affiliations of the Firm and its employees in both the office location that would primarily be responsible for serving the City of Springfield and in other locations (if any).
5. Management and Project Staff: Include a flow chart that shows the communication path between the City of Springfield City Manager and your Firm.
  - a. Include officers, city liaisons, project managers, project specialists, and department leaders on the flow chart and show the supervisory relationship between all members of the team.
  - b. Identify those who may serve as primary liaison, project managers and senior project professionals for the City of Springfield.
  - c. Describe applicable experience and qualifications for key team members.
  - d. Include resumes of key team members.
  - e. Be sure to include all sub-consultants' staff on the project team flow chart.
  - f. Provide the name(s) and location(s) of other sub-consulting firms that would be used by the Firm.
  - g. Provide the qualifications and experience of all sub-consultant staff working on the project.
6. Previous Experience: Provide a description of relevant experience working for local municipal/government clients, including specific projects and assignments, utilizing current staff.
  - a. Include experience and capabilities related to the service areas listed above in the SCOPE OF WORK section.
  - b. Identify the individuals in your firm's office primarily intended to serve the City of Springfield who have worked on the referenced projects.
  - c. Identify whether the project or assignment was completed on time and within budget.
7. References: Include at least three (3) municipal/governmental client references (including individual contact names and telephone numbers) for which your firm has performed similar services in the past five (5) years.
  - a. Include a client contact name, address and phone number.
  - b. Include the number of years of experience performing services for each reference and the present contract status.
  - c. Identify the individuals in your Firm's office primarily intended to serve the City of Springfield who have worked on projects for the references.

8. Availability and Assurance of Prompt Service: Describe the availability of key project team members and support services.
  - a. Discuss your Firm's ability to integrate this role for the City into your present workload.
  - b. Include a statement to specify if your Firm currently has the capacity to undertake the agreement or whether it intends to hire additional staff or partner with sub-consultants.
9. Compensation: Present the Standard Hourly Billing Rate Schedule for all employees as well as a list of unit price charges for project related expenses including but not limited to mileage, per diem, printing, etc. The rates must be readily relatable to the individuals identified as Management and Project Staff. (See Item No. 4 above.)
10. Understanding of the Scope/Agreement Terms and Conditions: Provide a statement that **indicates you have read and understand the City's intent and agree to the terms and conditions provided in the example *City of Springfield Professional Services Agreement*.** Any exceptions by the Firm must be clearly stated in this section.

#### **EVALUATION CRITERIA AND SELECTION PROCESS**

1. The qualification documents submitted in response to this request will be evaluated by a selection committee.
2. The selection of a firm and the ultimate execution of a *General Services Agreement for Professional Services* contract, while anticipated, are not guaranteed by the City of Springfield.
3. The City reserves the right to determine which firm is best suited to serve the City and to enter into an agreement on that basis, to reject any and all submittals, waive any irregularities of any submittal, and/or to negotiate with any potential consultant (after the qualification documents are opened) if such is deemed in the best interest of the City.
4. All submittals will be reviewed and consultants may be selected for interviews or oral presentations. The City makes no commitment to any respondent to this RFQ beyond consideration of the written response to this RFQ.
5. The selection committee will evaluate the submittals that are deemed responsive to the requirements of this RFQ using the following criteria listed in order of importance:
  - a. 35% - Qualifications of the Firm/Company (including key personnel)
  - b. 25% - Ability to perform services on time and deliver a product within a budget
  - c. 20% - Familiarity with local conditions
  - d. 20% - Cost schedule

6. The preceding criteria will be used to evaluate responses to this Request for Qualifications and select the successful firm. The selection/evaluation committee reserves the right to expand these criteria to include any other pertinent requirements as deemed necessary or as directed by the City Manager.
7. The Firm deemed best by the selection/evaluation committee shall be presented by the City Manager in the form of an Agenda Item to the City Council, who shall either accept or deny the recommendation of the selection/evaluation committee as presented by the City Manager.
8. Firms submitting qualifications may subcontract portions of the engagement.
  - a. If this is to be done, the name(s) of the proposed subcontracting firm(s) must be clearly identified in the qualifications' document.
  - b. Following entering into an agreement, no additional sub consulting will be allowed without the express written consent of the City of Springfield. Such consent may be withheld, conditioned, or denied at the sole discretion of the City.

The City Manager, or its designee, shall negotiate the *General Services Agreement for Professional Services* with one of the consultants in accordance with Michigan Statutes.

Chaz Wilkey

Interim Director of Public Works

# EXAMPLE

## GENERAL SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This Agreement is made as of MONTH DAY, YEAR, between the CITY OF SPRINGFIELD, a Michigan municipal corporation of 601 Avenue A., Springfield, MI 49037 (the “City”) and NAME OF PROFESSIONAL CONSULTING FIRM, a TYPE OF ORGANIZATION of STREET ADDRESS, CITY, STATE, ZIP (“ACRONYM”, IF ONE)

### RECITALS

- A. The City has need for engineering services to be provided for City projects and to perform associated duties as required from time-to-time by the City Council of the City.
- B. PROFESSIONAL CONSULTING FIRM desires to provide engineering services in accordance with the terms and conditions set forth in this Agreement.
- C. The City desires to have PROFESSIONAL CONSULTING FIRM perform engineering services in accordance with the terms and conditions set forth in this Agreement

### TERMS AND CONDITIONS

- 1. Method of Authorization. The City may authorize PROFESSIONAL CONSULTING FIRM to proceed with work on a case-by-case basis, either by signing a work authorization or by issuance of an acknowledgment, confirmation, purchase order or other written communication.
  - a. Regardless of the method used to authorize the work, the terms and conditions of this Agreement shall govern the work to be done by PROFESSIONAL CONSULTING FIRM unless another arrangement is made in writing between the parties (*i.e.*, as in the case of work quoted by PROFESSIONAL CONSULTING FIRM on a flat fee, rather than hourly rate basis).
  - b. Only the City Manager or his/her designee(s) may authorize PROFESSIONAL CONSULTING FIRM to do work under this Agreement.
  - c. Projects exceeding a total cost of \$5,000 require approval of the City Council, so PROFESSIONAL CONSULTING FIRM shall not provide services estimated to exceed \$5,000 without prior approval by the City Council.
  - d. Any increase in costs above an amount approved in excess of \$5,000 by the City Council pursuant to section c. above must be approved by action of the City Council prior to excess expense being incurred or no payment will be made for extra costs.

2. Engineer's Responsibilities. Upon request by the City and to the extent it is reasonably feasible, PROFESSIONAL CONSULTING FIRM shall submit a proposed plan for a particular project at no cost to the City, including but not limited to the project purpose, the scope of services to be provided, a proposed time schedule for completion of services, and a not-to-exceed budget.

3. Engineer's Staffing. In entering into this agreement, the firm is representing that the persons listed or referenced in the previously submitted qualifications' document will be available to perform the services as described. The Project Manager, partners, management, other supervisory staff and technical specialists proposed for the project may be changed if those personnel leave the Firm. These personnel may also be changed for other reasons however, in either case, the City retains the right to approve or reject the replacements, and no replacements shall begin working on the project without the express, prior written permission of the City of Springfield.

3. City Responsibilities. The City shall provide all criteria and full information as to its requirements for any particular project. Unless another party is designated by action of the City Council, the City Manager is the person with authority to act on the City's behalf on all matters concerning a project. If PROFESSIONAL CONSULTING FIRM'S services under a work authorization do not include full-time construction observation or review of a contractor's performance, the City shall assume responsibility for interpretation of contract documents and for construction observation.

4. Hourly Billing Rates. Unless stipulated otherwise, the City shall compensate PROFESSIONAL CONSULTING FIRM at hourly billing rates for services provided by PROFESSIONAL CONSULTING FIRM employees of various classifications. The hourly rates which are applicable to work done under this Agreement are determined by a rate schedule that is subject to change on an annual basis. PROFESSIONAL CONSULTING FIRM shall submit to the City Manager a revised hourly billing rate schedule prior to changing any billing rates. Hourly billing rates will not change during projects authorized prior to a rate change.

5. Not-to-Exceed Estimates. Most contracts will be based on not-to-exceed estimates. This method allows for hourly billing for all time and materials at a predetermined not-to-exceed amount. Charges may not exceed estimate without permission as detailed in section 17 below.

6. Reimbursable Expenses. Costs incurred on or directly for City projects (such as mileage for vehicles, laboratory tests and analyses, computer services, special equipment services, postage and delivery charges, telephone and facsimile charges, copying, printing, and binding charges) shall be reimbursed by the City to PROFESSIONAL CONSULTING FIRM at the rates shown on the then current rate schedule. Reimbursement and outside technical or professional services shall be on the basis of actual costs to PROFESSIONAL CONSULTING FIRM plus ten percent (10%). PROFESSIONAL CONSULTING FIRM shall submit to the City Manager a revised reimbursable expense billing rate schedule prior to changing any rates. Reimbursable expense billing rates will not change during projects authorized prior to a rate change.

7. Opinions of Cost. Any opinions of probable construction cost and/or total project cost provided by PROFESSIONAL CONSULTING FIRM will be on a basis of experience and judgment, but since PROFESSIONAL CONSULTING FIRM has no control over market conditions or bidding procedures, PROFESSIONAL CONSULTING FIRM cannot warrant that bids or ultimate construction or total project costs will not vary from such estimates. Opinions of costs shall be clearly marked as "pre-conceptual design, post conceptual design, pre-design, and post-design" or as is otherwise appropriate.



8. Professional Standards: Warranty. The standard of care for services performed or furnished by PROFESSIONAL CONSULTING FIRM will be the care and skill ordinarily used by members of PROFESSIONAL CONSULTING FIRM's profession practicing under similar circumstances at the same time and in the same locality. Except as provided in the preceding sentence, PROFESSIONAL CONSULTING FIRM makes no warranties, express or implied, under this Agreement or otherwise, in connection with PROFESSIONAL CONSULTING FIRM's services.

9. Termination. Either the City or PROFESSIONAL CONSULTING FIRM may terminate this Agreement by giving 10 days written notice to the other party. In such event, the City shall, within 45 days, pay PROFESSIONAL CONSULTING FIRM for all work authorized and performed prior to the effective date of termination. Upon termination, PROFESSIONAL CONSULTING FIRM will return to the City all documents and information which are the City's property. (See Item No. 16.)

10. Subcontractors. Subject to prior approval by the City, PROFESSIONAL CONSULTING FIRM may engage subcontractors on behalf of the City to perform portions of the services to be provided by PROFESSIONAL CONSULTING FIRM under this Agreement.

11. Payment to PROFESSIONAL CONSULTING FIRM. PROFESSIONAL CONSULTING FIRM shall issue invoices to the City every four weeks, which invoices shall be payable upon receipt, unless otherwise agreed. Formatting of the invoices will be determined on a project by project basis depending upon the authorization (hourly, flat, fee, and etc.). Interest of one percent (1.0%) per four-week period will be payable on all amounts not paid within 45 days from date of invoice with payment thereafter to be applied first to accrued interest and then to the principal unpaid amount.

- a. The City agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on PROFESSIONAL CONSULTING FIRM by any governmental entity.
- b. Any increase in costs must be approved in writing prior to excess expense being incurred or no payment will be made for extra costs. If amount of engagement exceeds \$5,000, approval of work must be by action of the City Council, and any increase in costs must be approved by specific action of the City Council before additional work is performed or no payment will be made for extra costs.
- c. If the City directs PROFESSIONAL CONSULTING FIRM to invoice another, PROFESSIONAL CONSULTING FIRM will do so, but the City agrees to be ultimately responsible for PROFESSIONAL CONSULTING FIRM's compensation until the City provides PROFESSIONAL CONSULTING FIRM with that third party's written acceptance of all terms of this Agreement and until PROFESSIONAL CONSULTING FIRM agrees to the substitution.
- d. In addition to any other remedies PROFESSIONAL CONSULTING FIRM may have, PROFESSIONAL CONSULTING FIRM shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

12. Hazardous Waste. PROFESSIONAL CONSULTING FIRM has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. PROFESSIONAL CONSULTING FIRM shall not be responsible for any alleged contamination, whether

such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of PROFESSIONAL CONSULTING FIRM.

13. Insurance. During the term of this Agreement, PROFESSIONAL CONSULTING FIRM shall maintain professional liability insurance with coverage of not less than \$500,000 per occurrence. However, PROFESSIONAL CONSULTING FIRM understands that the City may authorize certain projects under this Agreement only if higher limits of liability insurance are provided by PROFESSIONAL CONSULTING FIRM.

a. During the term of this Agreement, the City shall provide workers' compensation insurance for the City's employees.

b. Upon request, the City and PROFESSIONAL CONSULTING FIRM shall each deliver to the other certificates of insurance evidencing their coverages.

c. Any contract documents prepared by PROFESSIONAL CONSULTING FIRM shall require contractors to purchase and maintain commercial general liability and to cause the City, its officers and employees, to be listed as insureds or additional insureds and certificate holders. PROFESSIONAL CONSULTING FIRM may also require that contractors list PROFESSIONAL CONSULTING FIRM and PROFESSIONAL CONSULTING FIRM's consultants, employees and agents as additional insureds.

14. Consequential Damages. The City and PROFESSIONAL CONSULTING FIRM waive consequential damages for claims, disputes, or other matters in question relating to this Agreement including, but not limited to, loss of business.

15. Legal Expenses. If either the City or PROFESSIONAL CONSULTING FIRM makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees.

16. Ownership of Work Product. The City shall remain the owner of all drawings, reports and other material provided by the PROFESSIONAL CONSULTING FIRM, whether in hard copy or magnetic media form. Any other use or reuse by the City or others for any purpose whatsoever shall be at the City's risk and full legal responsibility, without liability to PROFESSIONAL CONSULTING FIRM.

17. Default Provisions. In case of default by PROFESSIONAL CONSULTING FIRM, the City may procure the services from other sources and hold the PROFESSIONAL CONSULTING FIRM responsible for any excess costs occasioned thereby.

18. Electronic Media. Computer files of text, data, and graphics or of other types on electronic media that are furnished to the City by PROFESSIONAL CONSULTING FIRM for data, reports, drawings, specifications and other material may be relied upon by the City.

19. Indemnification. PROFESSIONAL CONSULTING FIRM agrees, to the fullest extent permitted by law, to indemnify and hold the City, its officers and agents harmless from any claim, damage, liability, or cost (including reasonable attorneys' fees) to the extent caused by or arising from PROFESSIONAL CONSULTING FIRM's gross negligence or willful misconduct in the performance of services under this Agreement. The City agrees, to the fullest extent permitted by law, to indemnify and hold PROFESSIONAL CONSULTING FIRM harmless from any claim, damage, liability, or cost (including reasonable attorneys' fees) to the extent caused by or arising from the City's gross negligence or willful misconduct in the performance of its obligations under this Agreement.

20. General Considerations. This Agreement shall bind the City and PROFESSIONAL CONSULTING FIRM and their respective successors and assigns with respect to the covenants, agreements and obligations contained in this Agreement.

a. Neither the City nor PROFESSIONAL CONSULTING FIRM shall assign this Agreement or delegate the obligations contained in this Agreement without the written consent of the other.

b. Neither the City nor PROFESSIONAL CONSULTING FIRM will have any liability for nonperformance caused in whole to in part by causes beyond the parties' reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

c. This Agreement shall be governed by the law of the State of Michigan and all legal actions shall be brought in Calhoun County.

d. This Agreement constitutes the entire agreement between the City and PROFESSIONAL CONSULTING FIRM and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

The parties have signed this Agreement as of the date first set forth above.

CITY OF SPRINGFIELD

NAME OF PROFESSIONAL CONSULTING FIRM

By: \_\_\_\_\_  
Harry Burdett, Mayor

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

By: \_\_\_\_\_  
Kris Vogel, City Clerk

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

**Professional Engineering, Architectural, Construction, Surveying  
and Environmental Consulting Services**

**QUALIFICATION DOCUMENT SUBMITTAL FORM**

Ms. Kris Vogel, City Clerk  
601 Avenue A  
Springfield, Michigan 49037

Dear Ms. Vogel:

Completely in accordance with your notice, instructions and specifications dated October 6, 2021, the undersigned declares that they have carefully examined the contents of the Request for Qualifications' document, and proposes to provide Professional Consulting Services as described in the City's Request for Qualifications.

Our Firm assumes full responsibility for delivery of the completed qualification document on or before the deadline. We understand that qualification documents received after the submittal deadline will not be considered, and will be returned unopened to our Firm. The City of Springfield is not responsible for any loss or delay with respect to delivery of the proposals.

The City of Springfield is not liable for any costs incurred by our firm prior to the execution of an agreement or contract. Nor shall the City of Springfield be liable for any costs incurred by Firms that are not specified in any contract. All submittals will remain the property of the City of Springfield.

The City of Springfield reserves the right to reject any or all submittals or any parts of the same, to waive any irregularities and to enter into an agreement in its own best interest. The City of Springfield may, at its sole discretion, enter an agreement with the firm it deems to be in the best interest of the City.

This document is submitted on behalf of the Firm by the undersigned representative. The signer is an officer of the Firm who is authorized to legally bind the Firm to its provisions.

\_\_\_\_\_  
(Consultant's Company Name)

\_\_\_\_\_  
(Consultant's Telephone Number)

\_\_\_\_\_  
(Street/Mailing Address)

\_\_\_\_\_  
(City/State/Zip)

\_\_\_\_\_  
(Consultant's Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date Signed)