

General Consulting
Engineering Services

RFQ

City of
Northville
Michigan

City of Northville
Request for Qualifications
General Consulting Engineering
Services

CONTENTS:

Advertisement

SECTION 1: Instructions to Firms

SECTION 1A: General Information and Requirements for Consultant Proposals

SECTION 2: Statement of Qualifications Content

SECTION 3: Selection Process

SECTION 4: Insurance and Indemnifications Form

SECTION 5: Terms and Conditions

SECTION 6: Contract

SECTION 7: Specifications

SECTION 8: Attachments

City of Northville, Michigan
Advertisement
Request for Qualifications
General Consulting Engineering Services

The City of Northville, Michigan, is seeking the submittal of qualifications (SOQ) from consulting engineering firms to provide “General Consulting Engineering Services” for the City of Northville. The effective date of the resulting contract will from the date of the City of Northville’s City Council approval, through three (3) year period, with the option to renew the contract for up to an additional three (3) years.

The work may consist of the following principal items of work, but shall not be limited to:

Preparing plans, specifications and costs estimates of costs for utility, road, traffic signal, and other improvement projects; conducting engineering investigations and studies; ecological designs; grant and funding applications and budget planning; surveying activities; construction administration and inspection; GIS assistance, plan review, easement preparation and other engineering services as requested by the city.

The City of Northville reserves the right to select multiple consultants for the services specified in the Request for Qualifications (RFQ) to better serve its needs and assure high quality and value in all services that are provided. All firms desiring to be considered for these services, and who are licensed to practice in the State of Michigan, are invited to submit four (4) paper copies of their qualifications along with a digital copy.

A sealed Statement of Qualifications for 2023 General Consulting Engineering Services, will be received by the City of Northville, City Clerk’s Office, and 215 West Main St., Northville, MI 48176-1522 until **November 1, 2023 at 11:00am.**

The city reserves the right to reject any or all submittals and the right to waive defects in submittals.

To be advertised in full:
MITN: 09/2023

Michael Smith, City Clerk
City of Northville

City of Northville
General Consulting Engineering Services

SECTION 1: Instructions to Firms

The city reserves the right to reject any or all Submittals, to waive any irregularity or informality in any SOQ received, and to accept any SOQ or part thereof, which it shall deem to be most favorable to the interests of the City of Northville.

1. Any and all statement of qualifications (SOQ) submitted must be on the enclosed City of Northville SOQ forms. If more than one SOQ is submitted, a separate SOQ form must be used for each.
2. If further information regarding this SOQ is required, please, contact the City of Northville, 248-305-2708.
3. The City of Northville officially distributes SOQ documents through the Michigan Intergovernmental Trade Network website (MITN) or by firms contacting the **City's Public Works Department (248.305. 2708 or mdomine@ci.northville.mi.us)**. Copies of SOQ documents obtained from any other source are not considered official copies. Only those firms who obtain SOQ documents from these sources are guaranteed access to receive addendum information, if such information is issued.
4. Each request for information within the SOQ document must be completed with a response. All information requested herein shall be submitted on or before the date and time indicated. Failure to do so may result in rejection of the SOQ as non-responsive and/or incomplete. The firm must initial any corrections. The SOQ is to be completed in legible form, preferably typed.
5. The response must follow the format outlined in this SOQ document. Supplemental information should be provided in additional sections following the same numbering scheme. Responses should be concise and complete.
6. Completed forms may be duplicated as required. ***It is required that four (4) copies of the complete package are included at the time of submitting the Statement of Qualification along with electronic copy.***
7. Any additional written material such as professional records, certifications, etc. your firm deems important may be attached and submitted to augment the data. It is not necessary to include custom binders, displays, or other materials unless the firm believes such materials are necessary to the SOQ.
8. Faxed or e-mailed documents will NOT be accepted.
9. Late submittals will not be accepted.
10. The city does not intend to pay for any information provided in the Statement of Qualifications. Further, the city will not be liable for any costs incurred in Statement of Qualifications preparation, presentation, or contract negotiations.

11. During the evaluation process, the City of Northville reserves the right, where it may serve the city's best interest, to request additional information or clarification from the firms submitting a SOQ.
12. All submitted SOQ documents and information submitted will become a public record upon their delivery.
13. The consultant shall not replace or substitute specific team members identified in this Statement of Qualifications without the written approval of the city.
14. A successful bidder furnishing labor on city/public premises does agree to have his workers covered by Worker's Compensation, and furnish a certificate of insurance showing coverage for bodily injury and property damage and worker's compensation within five days of a verbal request. The "Company Representative" does warrant that by signing the RFQ document, the "additional insured statement" will be included in the Insurance Coverage supplied to the city as part of the specified requirements.

Special Instructions

1. The final contract holder agrees to hold all prices firm for the duration of the contract.
2. The final contract holder must immediately notify the city if the contract holder becomes precluded or BARRED OR SUSPENDED in any way from performing work on projects that have Federal funding including Community Development Block Grant, FHWA, ARRA or other Funding.
3. The firm(s) selected and awarded a contract will be announced at a City of Northville City Council meeting.

SECTION 1A: General Information and Requirements for Consultant Proposals

Please mark sealed envelopes: “RFQ- General Consulting Engineering Services” on the lower left-hand corner. In addition, if the proposal is to be express mailed, “Proposal Documents Enclosed DO NOT OPEN” must be conspicuously marked on the package. Faxed or emailed proposals will not be considered or accepted.

The City of Northville reserves the right to reject any or all proposals, to waive any informality in the proposal received, and to accept any proposal or part thereof, which it shall deem to be most favorable to the interests of the city. In case of error in the extension of prices in the proposal or other mathematical error, the unit prices will govern.

1. Any and all proposals **must be delivered to the City of Northville, 215 West Main Street, Northville, MI, 48167-1522 Attention: City Clerk Michael Smith.** If more than one proposal is submitted, a separate proposal form must be used for each. The proposal shall be legibly prepared in ink or typed. Erasures or alterations must be initialed by the bidder. Forms are obtainable at the City of Northville or by contacting **the City’s Public Works Department (248.305.2708 or mdomine@ci.northville.mi.us)** or on the MITN (Michigan Intergovernmental Trade Network) website at www.bidnetdirect.com/mitn.
2. The bidder shall assume full responsibility for delivery of proposals prior to the appointed hour for opening and shall assume the risk of late delivery or non-delivery regardless of the manner employed for the transmission thereof. Proposals shall be accepted during the normal course of business **only**, said hours being 8:00 am to 4:30 pm, Monday through Friday, except legal holidays. A bidder may withdraw their proposal response by written request at any time prior to the scheduled proposal opening. Any proposal received after the proposal due date will not be accepted and will be returned. No proposal may be withdrawn, changed or modified in any way for a period of sixty (60) calendar days from the date of the proposal opening.
3. Municipalities are exempt from Michigan state sales and federal excise taxes. Do not include such taxes in the proposal figure. The city will furnish the successful bidder with tax exception certificates upon request.
4. The bidder, by execution of the proposal, thereby declares that the proposal is made without collusion with any other person, firm or corporation making any other proposal, or who otherwise would make a proposal, and agrees to furnish all proposal items in strict accordance with all federal regulatory measures.
5. All applicable federal and state laws and rules and regulation over the project shall apply to the project contract throughout and will be deemed to be included in the contract herein written out in full.
6. Submission of a proposal will be construed as a conclusive presumption that the bidder is thoroughly familiar with the proposal and specifications and that he understands and agrees to abide by each and all of the stipulations and requirements contained therein.
7. **Vendor changes or alterations to proposal documents including specifications may result in a proposal being considered non-responsive.** The only authorized vendor changes to a proposal document will be in the areas provided for a bidder’s response, including the “Exceptions” section of the proposal. If a change or alteration to the documents is undetected and the bidder is awarded a contract, the original terms, conditions, and specifications in the authorized Version of the proposal document will be applicable during the term of the contract. The City of

Northville shall accept **no changes** to the proposal document made by the vendor unless those changes are set out in the “Exceptions” provision of the authorized version of the proposal document. It is the vendor’s responsibility to acquire knowledge of any changes, modifications or additions to the authorized version. If a Contract is awarded to a vendor who claims that it had no knowledge of changes, modifications or additions made by the City of Northville to the authorized version of the proposal, and that vendor fails to accept the proposal award, the City of Northville may pursue costs and expenses to re-bid the item from that vendor.

8. The authorized version of the proposal document shall be that proposal document appearing on the MITN system with any amendments and updates. The City of Northville officially distributes proposal documents from the City of Northville or through the Michigan Intergovernmental Trade Network (MITN) website. Copies of proposal documents obtained from any other source are not considered official copies. Only those vendors who obtain proposal documents from either the City of Northville or the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the sources indicated, it is recommended that you register on the MITN website, www.mitn.info and obtain an official copy.
9. Between the time of the formal opening of sealed proposals and the final Contract award, it shall be the responsibility of the bidders to request information they might need regarding such proposals.
10. To the fullest extent permitted by law, the successful bidder agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Northville, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Northville against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Northville, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Northville, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.
11. Prior to furnishing the requested products and services, it shall be the responsibility of the awarded vendor to obtain all licenses and permits required to complete this contractual service, at no cost to the City of Northville. These licenses and permits shall be readily available for review by the city.
12. Entities in bankruptcy or receivership cannot respond to the RFQ. Responding entities must disclose if responding entity (or parent company) is contemplating bankruptcy/receivership. Should it later be determined that an award was given to an entity in bankruptcy or receivership then the city has authority to terminate the Contract.
13. All documents and correspondence submitted to the City of Northville becomes the property of the City of Northville and are subject to disclosure under the “Freedom of Information Act”. This act provides for the complete disclosure of Contract and attachments.
14. By mutual written agreement this proposal may be extended for three successive one (1) year periods prior to the expiration of the then-current term.
15. Completed forms may be duplicated as required.
16. Cost proposals shall include all anticipated costs for services including, but not limited to external costs (customer surveys, external research, travel, etc.), and shall include a not to exceed fee total for the proposed work.

Method of Award

The recommendation to award will be based on the quality-based section methods outlined in the RFQ.

Non-Discrimination Clause

In the performance of any contract or purchase order resulting wherefrom, the consultant agrees to obey and abide by all the laws of the state of Michigan relating to the employment of labor and public work, and all ordinances and requirements of the city regulating or applying to public improvements. Furthermore, the consultant agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of this contract or purchase order, with respect to hire, tenure, terms, conditions or privileges or employment because of religion, race, color, national origin, ancestry, age, sex, height, weight, marital status, or physical or mental disability except when said disability prevents such individual from performing the essential job functions, and the disability cannot be reasonably accommodated. The consultant further agrees that every subcontract entered into for the performance of this contract or purchase order will contain a provision requiring nondiscrimination in employment, as herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the contract or purchase order.

Ethics Policy

Gratuities: It shall be unethical for any person to offer, give, or agree to give any city employee or former city employee, or for any city employee or former city employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime consultant or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ADA Compliance

The City of Northville will provide necessary, reasonable auxiliary aids and services, and provide assistance in filling out forms, to individuals with disabilities when doing business with the City of Northville. Individuals with disabilities requiring such auxiliary aids or services should contact the City of Northville by writing or calling the City at 248-305-2708.

Sub-Contractors

If sub-contractors are to be utilized, a listing of each sub-contractor must be provided as part of the proposal submitted to the city.

Qualification of Proposers

The proposer may be required before the award of any contract to show to the complete satisfaction to the City of Northville that it has the necessary facilities, abilities, and financial resources to provide the

services specified herein. The proposer may also be required to give a past history in order to satisfy the City of Northville in regard to the proposer's qualifications. The City of Northville may make reasonable investigations deemed necessary and proper to determine the ability of the proposer to perform the work, and the bidder shall furnish to the City of Northville all information for this purpose that may be requested.

Retain Proposal

The city reserves the right to retain all proposals submitted and to use any ideas in the proposals regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the company of the conditions contained in this RFQ, unless clearly and specifically noted in the proposal submitted and confirmed between the City of Northville and the company selected.

Sublease or Assign

The consultant may not sublease or assign its contract rights to any other party except with the prior written approval of the City of Northville.

Responses to Questions

A firm may submit written questions in order to clarify any matters relating to this RFQ. The firm's question(s) and the city's answer(s) will become part of the public record and will be shared with all other firms to whom the RFQ has been provided. Please contact **the City's Public Works Department (248.305. 2708 or mdomine@ci.northville.mi.us)** with any questions regarding specifications.

SECTION 2: Statement of Qualifications Content

The Statement of Qualifications documents must be prepared following the format identified below. A committee will review the written material received and select up to three (3) firms to be interviewed for a final selection. Proposals should be succinct. Evaluations will emphasize qualifications of team members and their related experience.

If the parties cannot reach agreement as to the final prices, terms and conditions of the contract, the City of Northville reserves the right to start negotiations with the next highest rated firm. The process will continue until both parties sign a contract or the Quality Based Selection process is rejected and new Statement of Qualification documents are sought. The City of Northville reserves the right to select more than one consultant for the services specified in the SOQ to better serve its needs and assure high quality and value in all services that are provided.

A. Transmittal Letter

A transmittal letter must be submitted which outlines the consultant's municipal experience and methods for providing general consulting engineering services.

B. Firm Information

Name, address, and brief description of firm. Firm will identify business entity as individual, or if doing business under assumed name, indicate assumed name, partnership (naming partners), corporation, foreign or domestic (naming principal officers), and indicate official capacity of persons executing proposal.

C. Project Approach

A briefly description of firm's understanding of the requested services and approach to providing these services. Indicate any unique qualifications, prior experience or similar projects to bolster its approach and understanding. Include time estimates and feasibility of meeting target dates.

D. Team Membership

Identify, by name, key personnel who will be assigned to this contract. Include individual resumes. Identify the primary manager who will be assigned to this contract. Create a staffing personnel list, by position, which will provide support to this SOQ.

E. Team Experience

List and describe typical city or other local governmental agency projects the team members have worked on.

F. References

Provide names and telephone numbers of five references that have had a similar contract relationship with firm and firm's key personnel who are assigned to this contract.

SECTION 3: Selection Process

The identified city committee will review the SOQs. The City of Northville reserves the right to negotiate a final contract (pending City Council approval) with the most qualified firm based upon a combination of factors including but not limited to the following:

- Understanding of the work scope
- Experience of key personnel
- Project experience
- Completeness of the SOQ
- Correlation of the SOQ submitted to the needs of the City of Northville
- Any other factors which may be deemed to be in the city's best interest
- Financial strength of the firm

Phase 1: Minimum Qualifications Evaluation

Firms will be required to meet minimum established criteria in order to advance to the second phase of the process. The submission shall include, but not be limited to, the following items:

- Vendor Questionnaire and attachments
- Legal Status of Bidder form
- Affidavit of Non-Collusion
- Hold Harmless Agreement
- RFQ Exceptions Form
- SAM verification and notarized affidavit that the consultant has not been disallowed from working on federally funded projects.
- Insurance and Indemnification Form

Phase 2: Statement of Qualifications Evaluation

Each committee member will independently use a weighted score sheet to evaluate the Statement of Qualifications; each committee member will calculate a weighted score. The scores of the committee members will be averaged into one score for each firm for this phase of the process.

Phase 3: Interview Score

Up to three (3) top rated firms, based on the Statement of Qualifications and committee evaluations, will be invited to participate in an interview. Each city committee member will independently use a weighted score sheet to evaluate the Interview; each committee member will calculate a weighted score. The scores of the committee members will be averaged into one score for each firm for this phase of the process. Those being interviewed may be supplied with further instructions and requests prior to the interview. Persons representing the firm at the interview must be the personnel who will be assigned to this project. **Only the consultants that have advanced to Phase 3 will be asked to provide a Detailed Proposal as outlined in Phase 4 to be submitted at the interview or earlier.**

Phase 4: Detailed Proposals and Fee Schedule

The Detailed Proposals will include the following information, at a minimum:

- a. Key personnel involved.
- b. Staff availability and time frames to complete various types of tasks.
- c. A fee schedule that includes pay rates of various classifications proposed to be provided, including overhead, direct cost, profit and all other costs.

Phase 5: Final Scoring and Selection

The firm(s) with the highest final weighted score(s) based on scoring from Phase 3 and Phase 4 will be recommended to the city council for award. The final weighted score shall be based on:

Statement of Qualifications Score	100 point base x 35%
Interview Score	100 point base x 15%
Price Comparison	<u>50 point base x 100%</u>
Final Weighted Score	Total

The City of Northville reserves the right to change the order or eliminate an evaluation phase if deemed in the city's best interest to do so. The City of Northville reserves the right to award a General Consulting Engineering Services contract to more than one firm, and the work will be assigned to the consultant in the best interest of the city.

SECTION 4: Insurance and Indemnification Form

Insurance shall be in accordance with the requirements provided in the Sample Contract. The required insurance documentation must be submitted within 5 days of the verbal / electronic request before the final contract is submitted for review; and pending approval of the Northville City Council. The insurance documentation may be e-mailed or faxed to the contact **the City's Public Works Department (248.305.2838 or mdomine@ci.northville.mi.us** and is the only SOQ document accepted in this format.

Firm Name: _____

- ☐ We can meet the specified insurance requirements.
- ☐ We cannot meet the specified insurance requirements.
- ☐ We do not carry the specified limits but can obtain the additional insurance coverage of \$_____ at the cost of \$_____.
- ☐ Our negotiated price will be reduced by \$_____ or _____% if we lower the insurance requirement to \$_____.

NOTE: Please note the amendments on a sample insurance certificate and attach it to your SOQ.

IMPORTANT: A Certificate of Insurance on an ACORD Form showing present coverage or a letter from your insurance agent or carrier that the insurance to be supplied will meet specifications SHOULD be attached to the SOQ document at the time of submission of the SOQ.

NOTE: Failure on the part of any firm to contact its insurance carrier to verify that the insurance carried by the firm meets City of Northville specifications may result in this SOQ being disqualified.

OTHER: Sole proprietors must execute a certificate of exemption from Worker's Compensation requirements or provide proof of Worker's Compensation Insurance. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan and acceptable to the City of Northville.

Insurance Verification:

A firm shall complete the above portion that details additional costs that may be incurred for specified coverage's without purchasing the additional coverage prior to SOQ submission.

Final Insurance Documentation Submission:

During the contract negotiation phase, the City of Northville will provide verbal / electronic notification to submit the final insurance documentation within 5 days in accordance with specifications. If the selected firm cannot provide the specified insurance, the company will be disqualified, and the city reserves the right to start negotiations with the next highest rated firm.

_____(Print Full Name(s)) being duly authorized to execute contracts

for _____(Firm Name) hereby acknowledges that once accepted and approved by the city, the specified insurance certificate(s) for City of Northville, 2023 General Consulting Engineering Services, shall remain in full force and effect during the life of the contract.

Signature of Authorized Company Representative: _____

SECTION 5: Terms and Conditions

1. **Signature:** Each authorized representative of the firm must sign the SOQ with their usual signature and shall give their full business address. SOQ documents submitted by partnerships shall be signed with the partnership name by one of the members or by an authorized representative. SOQ documents by corporations shall be signed with the name of the corporation followed by the signature and designation of the President, Secretary, or other person authorized to bind it in the matter.
2. **Retain SOQ Documents:** The city reserves the right to retain all SOQ documents submitted and to use any ideas in the SOQ regardless of whether that SOQ is selected. Submission of a SOQ indicates acceptance by the consultant of the conditions contained in the SOQ, unless clearly and specifically noted in the SOQ submitted and confirmed in the Contract between the City of Northville and the consultant(s) selected.
3. **Laws:** All applicable State of Michigan and Federal laws, city and county codes and ordinances, licenses and regulations of all Agencies having jurisdiction shall apply to the Award throughout and incorporated here by reference. The Contract and all questions concerning the execution, validity or invalidity, capacity of the parties, and the performance of the Contract, shall be interpreted in all respects in accordance with the charter and code of the City of Northville and the laws of the State of Michigan.
4. **Contract:** The selected firm(s) will be expected to sign a Contract for services acceptable to the Northville City Attorney. The city reserves the right to negotiate optional scope of work items with the successful consultant(s).
5. **Changes in the SOQ:** Should any prospective respondent be in doubt as to the meaning or interpretation of any portion of this SOQ, or should the respondent find any ambiguity, inconsistency or omission therein, the respondent may make a written request for an official interpretation or correction. Such requests, as well as requests for additional information, shall be submitted to the City of Northville (Fax 248-305-2838, e-mail mdomine@ci.northville.mi.us) at 215 West Main Street Northville, MI 48167-1522, not less than seven (7) days prior to the final date of submittal of Statement of Qualification documents. If the information requested is available, the correction or interpretation will be posted on the MITN e-procurement website.
6. **Down Payments or Prepayments:** Any SOQ document submitted which requires a down payment or prepayment for services to be provided prior to acceptance that the services are acceptable to the operations of the City of Northville will not be considered for award. The designated city representative will make payment approval of all items upon acceptance.
7. **Contract Termination:** The City of Northville reserves the right to terminate the Contract ***without penalty*** upon 30 days written notice due to poor performance or for any reason deemed to be in its best interest. The City of Northville designated representative will be solely responsible for determining acceptable performance levels. Their decision will be deemed in the City of Northville's best interest and will be final. The City of Northville reserves the right to re-award the contract in whatever manner is deemed to be its best interest.

8. **Invoicing and Payment:** The City of Northville reserves the right to select the invoicing option deemed to be in its best interest at the time of implementation of the contract. No additional costs will be incurred for the invoicing option selected. Detailed billing will be required which minimally includes the project name, service(s) provided, a detailed breakdown of hours per project, hours per person, deliverables and additional allowable expenses.

To ensure proper performance by the consultant, the city reserves the right to retain up to five percent of the dollar value of the work performed. At any time after 90 percent of the work under a specific project is satisfactorily completed and at the request of the consultant, the city shall release the retained amount.

Termination of service will be unacceptable for non-payment of a bill without the awarded firm contacting the designated city representative to resolve the problem. The city will have 45 days to resolve any billing problem from written notice of the termination of service.

9. **Purchase Order:** After the Northville City Council has approved the award(s), a Notice of Award letter will be sent to the successful firm(s). The purchase order issued from the City of Northville with the signed Contract attached will create a bilateral contract between the parties and commit the successful bidder to perform the contract in accordance with contract provisions including, but not limited to, specifications, terms, and conditions.
10. **Forms:** Bidders should complete the required forms as described in Section 4 and the Attachments of this RFQ and return with your proposal documents. The contract will be executed after award.
11. **Terms and Conditions:** All terms and conditions in the prime contract are incorporated in the sub-contracts.

SECTION 6: Contract

The contract(s) will remain firm until contract completion.

Signature of Authorized Firm Representative: _____

FIRM NAME (as registered on SAM.GOV) _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

PHONE (_____) _____ FAX (_____) _____

FIRM REPRESENTATIVE NAME: _____

DUNS Number: _____

CAGE Code: _____

Signature of Authorized Firm Representative: _____

TERMS: _____

E-MAIL: _____

ACKNOWLEDGEMENT:

I, _____, certify that I have read the instructions provided in Sections 1 and 1A of this Request for Proposals and that the Statement of Qualification documents contained herein were obtained directly from the City of Northville or its MITN website, www.mitn.info and is an official copy of the Authorized Version.

Signature of Authorized Firm Representative: _____

Note:

The City of Northville, at their discretion, may require the firm to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

Currency:

Contract prices will be in U.S. Funds.

SECTION 7: Specifications

The City of Northville is seeking the submittal of qualifications from consulting engineering firms to provide “General Consulting Engineering Services” for the City of Northville. The effective date of the resulting contract will be from the date of City Council approval, through three (3) year period, with the option to renew the contract for up to an additional three (3) year period under the same terms and conditions based upon mutual consent of both parties within sixty (60) days of contract termination.

The city’s Public Works Director shall be the city employee responsible for administering any resulting contract from this selection process.

The work shall consist of the following principle items of work, but shall not be limited to:

Preparing plans, specifications and costs estimates of costs for utility, road, traffic signal, and park improvements projects; conducting engineering investigations and studies, ecological designs; grant and funding applications and budget planning; surveying activities; construction administration and inspection; GIS assistance, plan review, easement preparation and other engineering services as requested by the city.

The Engineering services that may be provided are further described as follows:

1. The preparation of plans and specifications for a variety of civil engineering projects varying in complexity, which may include the performance of all necessary field survey work, design, stake out, construction inspection, project administration and coordination of testing services. The consultant shall complete all plans and specifications in an electronic format compatible with the city’s standards of ESRI GIS products and Microsoft Office products. Final plans and specifications must be submitted to the city electronically on CD, DVD or other approved media at the time of bidding.
2. The assignment of full time construction inspectors to supplement the city’s staff, particularly during the peak of the construction season.
3. Detailed review of plans submitted by private developers in conjunction with a variety of private developments, to determine that they comply with the standards of the city and to provide review comments and final approval certification.
4. Special engineering reports and studies on a variety of subjects, including but not limited to, water system losses, road system problems and corrections, land surveys and easements, local surface and subsurface drainage problems, inflow and infiltration of the sanitary sewer system, environmental and wetlands assessments, traffic and traffic signal analysis, sewer and water system capacities, geographic information system management, etc.
5. Preparation of plans and specifications or review of plans and specifications involving other engineering disciplines, including but not limited to, traffic signals, grading plans, bridges, athletic field and court lighting, green infrastructure, street lighting, water and sewer facilities, ecological design, landscaping and storm water improvements.
6. Assistance with applications for grants and loans for city improvements.

7. Assistance with staff training where applicable.
8. Assistance with data collection activities and PASER rating.

Requirements

- a) Ability to work effectively with city management with respect to any of the services required by the city and to complete assignments in a timely fashion.
- b) Ability to work effectively with other public agencies having an interest in any of the consultant's activities, including but not limited to, the Road Commission for Oakland County, Wayne County, Oakland County Water Resources Commissioner's Office, Michigan Department of Transportation, Federal Highway Administration, Michigan Department of Environmental, The Great Lakes Water Authority, City of Detroit, other neighboring communities and others that may have approving or other interests in the city's projects.
- c) The ability to function in a support role to the City of Northville and its Public Works Department, which will basically operate on a policy of utilizing consulting engineering services for all activities which exceed the staffing level or the abilities of the staff.
- d) Thorough knowledge of independent testing services and the ability to coordinate and schedule the services, through the city's contracted testing consultant.
- e) The ability to work with private developers, other consulting and testing engineers, builders, contractors, and owners of property, to assist and accommodate orderly development within the city, while minimizing inconveniences and delays.
- f) The ability to work on Federally Funded projects in accordance with Federal Register / Vol. 68, No. 228, November 26, 2003 Rule and Regulations 24 CFR Part
1. 85.220 prohibiting companies and individuals that have been barred or suspended from performing work, the cost of which exceeds \$25,000 on Federally Funded projects.
- g) The consultant shall provide to the city verification from the Federal System for Award Management (SAM) along with a notarized affidavit that the consultant has not been disbarred or suspended from performing work on federally funded projects.

Tasks

- a) Construction Projects - Engineering services as requested on public works projects, including but not limited to: sanitary sewer, storm sewer, street paving, street resurfacing, water mains, parks, sidewalks, parking lots, bridges, and green infrastructure projects in accordance with city standards and procedures.
- b) Plans and Specifications - Preparation of plans and specifications shall include preliminary reports, identification of alternatives, cost estimates, and contract documents in accordance with city standards. The consultant shall also secure all necessary permits from all approving agencies, including but not limited to, the Michigan Department of Public Health, Michigan Department of Environmental Quality, Michigan Department of Transportation, Road Commission for Oakland County, Oakland County Drain Commissioner's Office, GLWA ,Wayne

County and the City of Detroit.

- c) Supervision and Administration - Contract administration shall require the performance of all general field services required on construction projects, such as staking, pre- construction video-taping and photos, continuous monitoring of the project, coordination and supervision of testing services, wetland assessments, approval and correction of shop drawings, attendance at meetings and conferences, final inspection and measurement, periodic reporting of progress, preparation of progress payments, review and recommendation of claims, preparation of change orders and all progress payments. Consultant must have extensive experience in the use of the Michigan Department of Transportation "Field Manager/Field Builder" software program.
- d) Supervision and Inspection - Engineering supervision and full time inspection services shall be provided on all construction work on which this task is assigned to the consulting engineer. Sufficient personnel, as agreed upon by the city, shall be assigned to the construction project to assure that each element of the project is constructed in keeping with the plans and specifications approved by the city.
- e) As-Built Construction Plans - As-built construction plans reflecting actual field measurements and other records, as required by the city, shall be furnished to the city in electronic format compatible with the city's standards on all projects assigned to the consultant. As-built plans shall be prepared and submitted to the city within sixty (60) days of completion of the project.
- f) Monthly Status Report - A written monthly status report shall be furnished to the city showing all work assigned to the consultant and the current status of the work, with video and/or photos, if requested.
- g) Additional Services - A variety of items of work shall be assigned to the consultant at the discretion of the Public Works Director. The scope of the work, personnel requirements, reports to be submitted and attendance at meetings shall be as required by the Public Works Director.

Consultant's Qualifications

In keeping with the objective, the description, the requirements and the consultant's tasks as previously indicated in this "Statement of Qualifications", the consultants submitting qualifications shall outline in detail the manner in which the consultant shall work with the city to fulfill the city's needs.

The outline at a minimum shall address:

1. A detailed description of the firm's background and previous experience shall be included with the proposal. Background information and experience shall also be submitted for all key persons whom are to be utilized to fulfill the requirements of this contract.

In the event that portions of the work are to be subcontracted or a joint affiliation utilized, details of such affiliation shall be furnished along with the same information as required for the principal engineering firm.

Background information should principally relate to municipal experience for cities with a population of 10,000 or less and with a similar scope of experience.

2. Consultant's staffing and personnel, including current and projected workload and availability to serve the city under this contract.
3. Communication and coordination between the consultant and the city.
4. Compatibility with city's standards, goals and objectives. The City of Northville has identified the following goals and objectives and the consultant should consider these goals and objectives when providing information and/or responses in the SOQ.
 - a) Enhance the livability and safety of the community.
 - b) Minimize the cost and increase the efficiency and effectiveness of city government.
 - c) Retain and attract investment while encouraging redevelopment.
 - d) Effectively and professionally communicate internally and externally.
 - e) Maintain relevance of public infrastructure to meet changing public needs.
 - f) Emphasize regionalism and incorporate creativity into the annual strategic planning process.
5. Compatibility with city software.
6. Compliance with city branding styles and policies.
7. Consultant's experience and ability to work with other governmental agencies.
8. Consultant's experience and ability to work with private developers, other engineers, builders, contractors and property owners.
9. Specialized experience in municipal work, including plan review, reports and studies.
10. Record of firm in accomplishing work on projects in the required time and within budget.
11. Any evidence of professional and/or technical competence. Experience and qualifications of key personnel to be assigned to the city.
12. Experience and qualifications of inspection personnel.
13. Ability to work on Federally Funded projects in accordance with CFR.

Critical Dates

The following is a tentative schedule for the selection and hiring of the engineering consultant:

1. Advertise "Statement of Qualifications": **October 5, 2023**
2. Deadline for submission of qualifications: **November 1, 2023**
3. Shortlist of consultants prepared and notified for interviews week of : **November 6th**
4. Interviews: **November / December 2023**
5. City Council consideration and award: **December 2023 / January 2024**
6. Preparation and execution of contract: Week following Council award: **December 2023 / January 2024**

SECTION 8: Attachments

- ATTACHMENT A: Vendor Questionnaire
- ATTACHMENT B: Statement: Legal Status of Bidder
- ATTACHMENT C: Affidavit of Non-Collusion
- ATTACHMENT D. Hold Harmless Agreement
- ATTACHMENT E: General Consulting Engineering Services Agreement:

ATTACHMENT 1: Vendor Questionnaire

Date: _____
Month / Date / Year

Firm Name: _____

Established: _____ **State:** _____

Type of Organization: (Circle One)

- a. Individual
- b. Partnership
- c. Corporation
- d. Joint Venture
- e. Other _____

Former Firm Name(s)	Years in Business
_____	_____
_____	_____

NOTE: If additional space is needed throughout the questionnaire, please attach additional sheets numbered appropriately for identification.

1. How many years has your company been registered to practice in the State of Michigan and have been providing General Engineering Services (10 years minimum)?

_____ Years

Explain (if necessary): _____

2. How many Municipal clients with a population of 10,000 or less does your company serve (customer base) and where are they geographically located?

3. How many employees does your company employ that can do the type of work specified?

Firm Name: _____

4. Personnel of the firm who would be assigned to this account

Please provide resumes, copies of certifications, degrees, and/or list any additional training classes taken to increase expertise in this field for the people listed in this section.

Title	Name	Degree / Certifications	Experience / Years

Note: Please provide all resumes, copies of certifications and licenses, etc. submitted for individuals in this section with the titles listed above.

5. What is your company’s experience relative to municipal design projects?

6. What is your company’s experience relative to construction administration & inspection?

7. What is your company’s experience relative to plan review?

8. What is your company’s experience relative to report writing and studies?

9. Please explain compatibility with the city’s Microsoft Office products and GIS products.

Firm Name: _____

10. What is your company’s experience relative to ecological/environmental design or “Green” projects?

11. Please explain your firm’s approach to meeting project timetables and budget, and include your normal turnaround time for the activities specified.

12. References – please list at least five (5) Michigan Municipal assignments or projects completed by your firm that are similar in scope to the type of work described in this proposal. A contact name and listed information is required.

Entity Name	Contact Name	Title	Phone
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The foregoing questionnaire is a true statement of facts:

Signature of Authorized Firm Representative:

Representative's Name:

Firm Name:

(as registered on SAM.GOV)

Address:

Phone Number:

Fax Number:

E-mail:

DUNS Number:

 CAGE code:

Date:

ATTACHMENT 2: Statement: Legal Status of Bidder

The Bidder shall fill out the appropriate form section and strike out the other two:

Firm Name: _____
(as registered on SAM.GOV)

A **corporation** duly organized and doing business under the laws of the State of _____
for whom _____ *(name)*, bearing the office title of _____
_____ whose signature is affixed to this proposal, is duly authorized to execute
contracts.

Firm Name: _____
(as registered on SAM.GOV)

A **partnership**, all members of which, with addresses, is:

Name:	Title:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Name: _____
(as registered on SAM.GOV)

AN **INDIVIDUAL**, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:

(Name), _____ *(title)*

ATTACHMENT 3: Affidavit of Non-Collusion

TO WHOM IT MAY CONCERN:

_____, being duly sworn deposed, says that he/she is
(Print Full Name)

_____. The party making the foregoing proposal or

bid, that such bid (*State Official Capacity in Firm*) is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure the advantage against the City of Northville or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

SIGNATURE OF PERSON SUBMITTING BID

NOTARY’S SIGNATURE

Subscribed and sworn to before me this _____ day of _____, 20__ in and
for _____ County.

My commission expires:

ATTACHMENT 4:
City of Northville
Hold Harmless Agreement for
CONSULTING ENGINEERING SERVICES

Pursuant to City Council Resolution No. _____, the City of Northville (City) and _____ (Consultant) whose principal offices are located at _____, based on the consultant's Proposal for **Consulting Engineering Services** received on _____ (copy attached), agree as follows:

- A. The consultant shall perform the tasks as stated in the Proposal, attached. The city shall pay the consultant for specific work performed for the fees stated in the Proposal.
- B. This Agreement shall be effective as of the date of this Contract and remain in effect until the project is complete or the agreement is terminated in accordance with Paragraph F.
- C. All files, records, documents, reports, materials, and computer generated word processing data resulting from the services to be performed under this Agreement shall at all times be considered the property of the city. No changes or modifications shall be made to plans or other documents without the express written consent and approval of the consultant. It is agreed and understood that should the city choose to use the documents for any purpose other than the construction of the elements detailed and described within the Contract Documents for the project, the city shall hold harmless and indemnify the consultant from any claim arising out of their use.
- D. The Engineers shall not assign or transfer this Agreement to any other individual, partnership, corporation, joint venture, or other entity without the written consent of the city.
- E. The consultant shall conform to all applicable laws, ordinances, city standards and statutes of the Federal Government, State of Michigan and City of Northville, including but not limited to, the following:
 - 1) Civil Rights Act of 1964, as amended
 - 2) Davis Bacon Act, as amended (40 USC 327-330)
 - 3) Copeland "Anti-Kickback" Act (18 USC 874), as supplemented in the Department of Labor Regulations (20 CFR - Part 3)
 - 4) 2003 Rules and Regulations (24 CFR - Part 85.220)
- F. The city reserves the right to terminate the contract at any time with the assurance that the contractor shall be entitled to reimbursement for any services rendered prior to the date of termination.
- G. Consultant will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; this includes a notification from the consultant to the city if there is a known potential conflict of interest with other parties currently doing business within the city, such as a builder,

developer, contractor, or similar business entity. In this scenario, the consultant will work with the city to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue

- H. The consultant shall not commence work under this agreement until it has obtained the following required insurance. All coverage shall be with insurance carriers acceptable to the city. All insurance carriers shall be licensed and admitted to do business in the State of Michigan. The consultant shall require each of its sub-consultants, if any, to maintain the following required insurance. If any insurance is written with a deductible or self-insured retention, the consultant shall be solely responsible for said deductible or self-insured retention. The purchase of insurance and the furnishing of a certificate of insurance shall not constitute satisfaction of the consultant's indemnification of the city.
- I. The consultant and its subcontractors, if any, shall procure and maintain during the life of the agreement the following coverage and produce valid certificates of insurance and endorsements upon request by the city:
1. Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
 2. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included. Limits may be obtained by the use of primary and excess/umbrella liability policies.
 3. Automobile Liability, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 4. Professional Liability in an amount not less than \$1,000,000 per occurrence and aggregate. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 (three) years after the termination of this contract.
 5. Additional Insured: Commercial General Liability and Automobile Liability as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Northville, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Northville as additional insured, coverage afforded is considered to be primary and any other insurance the City of Northville may have in effect shall be considered secondary and/or excess.
 6. Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed Thirty (30) days, Ten (10) days for non-payment

of premium, Advance Written Notice of Cancellation or Non-Renewal shall be sent to: City of Northville, Michael Smith, City Clerk, City of Northville, 211 West Main St, Northville, MI 48167-1522).

7. Proof of Insurance Coverage: The Contractor shall provide the City of Northville at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable.

If any of the above coverages expire during the term of this contract, the Consultant shall deliver renewal certificates and endorsements to the City of Northville at least ten (10) days prior to the expiration date.

1. Indemnification, except professional liability.

To the fullest extent permitted by law, the consultant expressly agrees to indemnify and hold the city harmless against all losses and liabilities arising out of personal injury, bodily injury or property damages, based upon any negligent act, grossly negligent act or omission, or willful or wanton misconduct, by the consultant or anyone acting on the consultant's behalf, in connection with, or incidental to, the contract or the work to be performed, except that the consultant shall not be responsible to indemnify the city for losses or damages caused by or resulting from the city's negligence.

2. Indemnification, professional liability.

The consultant expressly agrees to indemnify and hold the city harmless against all losses and liabilities arising out of personal injury, bodily injury or property damages to the extent of any negligent act, grossly negligent act, error or omission of the consultant or anyone acting on the consultant's behalf, in connection with, or incidental to, the contract or work to be performed, except that the consultant shall not be responsible to indemnify the city for any losses or damages to the extent that same are caused by or result from the negligence of the city or any other person or entity.

3. The consultant and the city may agree to arbitrate any disputes with respect to the application of this indemnification clause.

This agreement is hereby made and entered into this _____ day of _____, 20____, by
and between the City of Northville (city) and _____(consultant).

CITY OF NORTHVILLE:

CONSULTANT:

By: Brian Turnbull
Title: Mayor

By:
Title:

By: Michael Smith
Title: City Clerk

By:
Title

ATTACHMENT 5:

**City of Northville, Michigan
Request for Proposals
General Consulting Engineering Services RFQ**

TO: CITY OF NORTHVILLE, MI

The undersigned hereby offers to furnish to the City of Northville all materials and/or services at the prices quoted in conformance with the city's specifications described herein:

The firm certifies that this proposal is in complete compliance with all specifications except as specifically listed on the following lines (use additional sheet if necessary):

PROPOSAL FIRM FOR: _____ (LENGTH OF TIME-60 DAYS MINIMUM)

LEGAL IDENTIFICATION

NAME OF COMPANY: _____

COMPANY ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____ EMAIL: _____

PROPOSAL PREPARED BY: _____
(Typed Name of Individual) (Title)

AUTHORIZED SIGNATURE: _____

DATE SUBMITTED: _____