

Request for Qualifications

Gun Lake Dam/Control Structure

**Barry County
220 W. State St.
Hastings, Michigan 49058**

Prepared By:

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REQUEST FOR QUALIFICATIONS

Gun Lake Control Structure

June 14, 2016

Barry County invites firms to submit Statements of Qualification to become eligible for a possible interview for professional engineering services related to the evaluation, maintenance, design and construction of a lake level control structure at Gun Lake, as regulated by Part 307 and Part 309 of P.A. 451, as amended.

Barry County is issuing this Request for Qualifications to provide interested firms with sufficient information to enable them to prepare and submit the Statements of Qualification.

Statements of Qualification with one original and six copies should be forwarded to the following address, and should be received no later than 4 p.m. on July 15, 2016.

Barry County Administration
220 W. State St.
Hastings, MI 49058

- The envelope should be clearly marked "SEALED RFQ (Gun Lake Dam/Control Structure)".
- Please direct questions in writing regarding this RFQ to Michael Brown at mbrown@barrycounty.org so any clarifications can be published if needed.

Thank you for your interest.

PROPOSAL INFORMATION

I. Background Information

The Gun Lake Dam/Control Structure, located on W. Marsh Road in Orangeville Township, Barry County, MI, was constructed in 1952. Maintenance was performed in 1976 and emergency repair work was completed in 2013 and 2015 (DEQ Permit No: 15-08-0031-P). Following completion of the emergency repair work in 2015, the DEQ has expressed concerns over the long-term stability of the dam's spillway and have recommended that a more permanent solution is explored in the near future. Barry County invites firms to submit Statements of Qualification to become eligible for a possible interview for professional consulting services related to the evaluation, maintenance, design and construction of a lake level control structure at Gun Lake, as regulated by Part 307 and Part 309 of P.A. 451, as amended.

II. Submittal Process and Details

| | |
|--------------------|-----------------------------------|
| June 15, 2016 | RFQ Released |
| July 15, 2016 | Proposals Due |
| August 1, 2016 | Notification to Shortlisted Firms |
| August 15-19, 2016 | Interviews with Shortlisted Firms |
| August 29, 2016 | Final Selection |

III. Submittal Process and Details of Qualifications

The Statement of Qualifications will be evaluated based on the information received using a scoring matrix. It is anticipated, based on the scoring, that the three (3) top qualifying firms will be invited to meet with the committee to submit a scope of services along with a cost proposal. An engineering services contract will be recommended to the County Board of Commissioners for award to the Consultant whom the County of Barry feels would be in their best interest.

Statement of Qualifications shall include, as a minimum, the following:

- A. Name, address, and brief history of firm (maximum one page).
- B. Contact name, information of point person for firm on the project (maximum one page).
- C. Company experience, if any, on Dam or lake level control reconstruction work (maximum three pages).

- D. Experience in the last ten years working with State of Michigan regulatory agencies, specifically Part 301, 303, or 315 reviewing agencies (maximum three pages).
- E. Experience in the last ten years working with County Road Commissions (maximum three pages).
- F. Experience in the last ten years working with County Drain Commissioners or Water Resources Commissioners (maximum three pages).
- G. Experience of current key staff members, if any, working on projects costing more than \$250,000 which were publicly funded all or in part by a local government, grant or assessment district within the past three years. Include examples of previous projects that are similar to this project in nature and scope (maximum four pages).
- H. Experience and qualifications in the area of public utility design, pavement design, soil, storm water management, and soils (maximum three pages).
- I. Experience in the last ten years and qualifications in the area of traffic control, traffic safety and management (maximum two pages).
- J. Experience in the last five years establishing assessment districts and calculating apportionment of payers within lake and control structure/dam districts (maximum three pages).
- K. Experience identifying, working with and securing or assisting in grants related to funding of the project (maximum two pages).
- L. Organization chart showing the staff and responsible persons (both primary and back up) for each portion of the consulting project (maximum one page).
- M. Qualifications of all personnel who will be performing work on the project, including back-up staff and sub-consultants, detailing education, experience, current project involvement, training, certifications, licenses, etc. Key staff expected to work on the project should be highlighted (maximum one page per individual).
- N. Copies of corporate quality control standards and procedures for design, surveying, testing, inspection, review and project certification should be included. Include the same for sub-consultants (maximum three pages).
- O. Verification that consultant will be able to provide extended general liability insurance including bodily injury and property damage to the County of Barry. The total amount of this protection shall be \$1,000,000 per occurrence.

- P. Verification of ability to provide a current policy for errors and omissions insurance in the minimum amount of \$1,000,000.
- Q. Statement of Interest and Qualifications of each outside firm from which the company would need to hire services (example: surveying or soil and material testing) including quality control/quality assurance standards and procedures and qualifications/experience of all personnel proposed to be employed on this project.
- R. List of current references for similar projects and references for consulting services performed by the company on a government-funded dam reconstruction project or project similar in nature and scope (maximum three pages).
- S. Any other information the company believes will illustrate their experience and qualifications or concepts of reconstruction and approaches to the project that may highlight the company's talents and initiative to the selection team (maximum five pages).

Qualification statements will be reviewed and evaluated on set criteria. A minimum of three firms deemed most qualified as a result of the evaluation process will be invited to submit a detailed scope of services and a not-to-exceed cost proposal for the engineering services related to the referenced project.

It is not the intent of this RFQ to solicit an overly long response, but it is important the firm's experience/expertise be adequately described. It will, for example, be much more useful to address abilities and expertise directly comparable to this project than to include an exhaustive list of all projects completed by the firm. County staff will review the submitted qualification statements and will select firms to meet with in an interview format, to discuss the project and firm qualifications, in greater detail. The selected consultant will meet with the County to negotiate compensation for the project, and prepare a contractual agreement (see attachment A) between the County and the consultant, as soon after the final selection as is reasonable.

If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Consultant's qualifications and capabilities to provide the specified service, and other factors that the County may consider. The County reserves the right to consider modifications to a proposed scope of services and cost proposal at any time before a contract is awarded, and to negotiate with that Consultant whose proposal is deemed to best meet the County's specifications and needs.

The County reserves the right to reject any or all submittals received as a result of this RFQ, to waive or not waive informalities or irregularities in the submittal and evaluation process, and to accept or further negotiate cost, terms, or conditions of any submittal determined by the County to be in the best interest of the County. This RFQ does not obligate the County to pay any costs incurred by respondents in the preparation and submission of a Statement of Qualifications, detailed scope of services or cost proposal.

IV. SIGNATURE PAGE

Signature Date

Print Name

Title

Company Name Company Address

City State Zip

Telephone # Fax #

Email Federal Tax ID #

ATTACHMENT A

PROFESSIONAL SERVICES AGREEMENT
(NAME OF CONTRACTOR)



AGREEMENT is made this ____ day of _____, 2014, by the COUNTY OF BARRY, a municipal corporation, with offices located in the (address) ("County") and *(NAME OF CONTRACTOR)* located at *(CONTRACTOR'S ADDRESS)* ("Contractor").

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I – DESCRIPTION OF PROJECT

The Contractor will *(auto fill from above)*

ARTICLE II – COMPENSATION

Upon completion of the above services and submission of invoices, the County will pay the Contractor an amount not to exceed *(SPELL OUT DOLLAR AMOUNT)*.

ARTICLE III - REPORTING OF CONTRACTOR

- Section 1 The Contractor is to report to *(name & title)* and will cooperate and confer with him/her as necessary to insure satisfactory work progress.
- Section 2 All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.
- Section 3 All reports made in connection with these services are subject to review and final approval by the (department head).
- Section 4 The County may review and inspect the Contractor's activities during the term of this contract.
- Section 5 When applicable, the Contractor will submit a final, written report to the County.
- Section 6 After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract begins on *(MONTH, DAY, YEAR)* and ends on *(MONTH, DAY, YEAR)*.

ARTICLE V - PERSONNEL

- Section 1 The contractor will provide the required services and will not subcontract or assign the services without the County's or the (department's) written approval.
- Section 2 The parties agree that the Contractor is neither an employee nor an agent of the County or the (name of department) for any purpose.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Barry County and its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Barry County or the (name of department) in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.
4. Professional Liability coverage with a minimum limit of \$1,000,000 each occurrence. The County shall be added as "additional insured" on Professional liability policy with respect to the services provided under this contract. Insurance companies, named insureds and policy forms shall be subject to the approval of the Barry County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Barry County. Contractor shall be responsible to Barry County or insurance companies insuring Barry County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Barry County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the (name of Department). If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the (name of department) with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the (name of department), (address), and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE IX - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of

Barry, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XII - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XIII - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XIV - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XV - TERMINATION OF CONTRACT

Termination of the agreement may occur with or without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XVI - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XVII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XVIII - CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XIX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Barry County, Michigan.

ARTICLE XXI - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

BARRY COUNTY:

By: _____

Date: _____

CONSULTANT:

By: _____

Date: _____