

REQUEST FOR QUALIFICATIONS (RFQ)

**PUBLIC WORKS FACILITY FEASIBILITY STUDY
AND DESIGN SERVICES**



CITY OF BRYANT
ARKANSAS

LEGAL NOTICE:

REQUEST FOR QUALIFICATIONS (RFQ)

Public Works Facility Feasibility Study and Design Services

The City of Bryant Public Works Department is soliciting qualifications for a new public works facility feasibility study with site evaluation, site analysis, and program study for up to two site locations for a new Department of Public Works (DPW) complex, herein referred to as Phase I services. Pending the feasibility study recommendation, authorization and appropriation of funds, the City of Bryant Public Works Department reserves the right to negotiate with the same designer for final design services for the selected site if it is determined by the City of Bryant Public Works Department to be in their best interest. The final design services may include schematic design, design development, master plans and specifications, studies, surveys, soil tests, cost estimates, programs, construction bid documents, and construction phase services herein referred to as Phase II services.

Designer Selection services are being procured under Arkansas Law, the designer's fee for Phase I and II will be a negotiated fee. The initial contract will include services and negotiated fees for Phase I services only. Phase I services will be completed within 60 days of Notice to Proceed. There will be no briefing session prior to the RFQ proposal deadline, forward any questions as instructed in the RFQ document to the City of Bryant Public Works Department. The applicant designer shall be a registered Architect or Engineer for Phase I and II of the scope of work.

Request for Qualifications documents are available from the City of Bryant website located under the "Bid Postings" tab at <http://www.cityofbryant.com/Search?searchPhrase=Bid+Postings>. Applicants are encouraged to register with the City of Bryant "Notify Me" link to be added to the bidders notification list. Those that do not register will be responsible for monitoring the website bid listing service for the issuance of updates and addenda. Failure to acknowledge issued addenda may result in a proposal rejection.

Sealed proposal qualifications should be delivered to the City of Bryant Public Works Department located at 1017 SW 2nd Street, Bryant, Arkansas 72022 and will be received until the RFQ proposal deadline of **Tuesday, February 18, 2020 at 12:00 pm**. Late qualifications will be rejected. Immediately following the proposal qualification deadline there will be a public logging of proposals received in the conference room of the same building.

The City of Bryant Public Works Department reserves the right to reject any and all proposals, waive informalities, and to award contracts in the best interest of the City.

REQUEST FOR QUALIFICATIONS:
Public Works Facility Feasibility Study and Design Services
City of Bryant Public Works Department, Arkansas

INDEX

LEGAL NOTICE

I. OBJECTIVE

II. REQUEST FOR QUALIFICATIONS INSTRUCTIONS

III. SCOPE OF WORK

IV. PROPOSAL EVALUATION

V. CONTRACT TERMS AND CONDITIONS

VI. PROPOSAL SUBMISSION FORMS

I. OBJECTIVE:

The City of Bryant Public Works Department is soliciting qualifications for a new public works facility feasibility study with site evaluation, site analysis, and program study for up to two site locations for a new Department of Public Works (DPW) complex, herein referred to as Phase I services. Pending the feasibility study recommendation, authorization and appropriation of funds, the City reserves the right to negotiate with the same designer for final design services for the one selected site if it is determined by the City to be in their best interest. The final design services may include schematic design, design development, master plans and specifications, studies, surveys, soil tests, cost estimates, programs, construction bid documents, and construction phase services herein referred to as Phase II services.

Designer Selection services are being procured under Arkansas Law. The designer's fee for Phase I and II will be a negotiated fee. The initial contract will include services and negotiated fees for Phase I services only. Phase I services will be completed within 60 days of Notice to Proceed. As part of the negotiated fee, expenses of an Owners Project Manager (OPM) will also be funded from the same design services budget since the acquisition of an OPM is required prior to Phase II design services. There will be no briefing session prior to the RFQ proposal deadline. Please forward any questions as instructed in the RFQ document to the City of Bryant Public Works Department. The applicant designer shall be a registered Architect or Engineer for Phase I and II of the scope of work. All meetings, reports, mileage, travel expenses, and associated expenses will be inclusive in the negotiated fee.

Reference the Scope of Work section of this RFQ document for a detailed elaboration of the project requirements and specifications of the project objectives outlined in the legal notice.

Organizational Structure:

The City of Bryant Public Works Department provides services in the areas of road maintenance, sidewalk maintenance, snow removal, street sweeping, storm drainage maintenance, tree maintenance, water distribution and wastewater collection/treatment systems maintenance, and operation of a Yard Waste station.

The City of Bryant is about 9.1 square miles, has about 112 center lane miles of road and an approximate population of 25,000 residents. Presently the DPW and Engineering has 54 full time employees. The breakdown of the DPW divisions, staffing and major functional tasks is as follows:

1 Administrative & Engineering

The Administrative staff consists of the Director of Public Works who provides management and leadership services to all DPW departments with administrative support services provided by clerical staff. The Engineering staff conducts field inspections for all public and private construction projects, manages surveying and data collection, provides Dig-Safe mark-outs and performs routing inspection of town infrastructure including water, sewer, drainage and roadways.

Administrative and Engineering - 8 employees including:

- 1 Director of Public Works
- 2 Clerical (non-driving positions)
- 1 City Engineer
- 3 Construction Project Coordinators
- 1 Engineering Technician

2 Street

The Street Division performs road and curb maintenance, catch basin and drainage line maintenance, road sign installation, tree belt maintenance including pruning and trimming of trees and roadside grass and brush control, bi-weekly bagged leaf collection, street sweeping, catch basin cleaning, sidewalk maintenance, guardrail and fence maintenance, operation of the Yard Waste Center, snow and ice control for 112 center line miles of road, and all other duties normally associated with a DPW department.

Street- 14 employees including:

- 1 Street Superintendent
- 2 Field Supervisors
- 10 Equipment Operators
- 1 Mechanic

3 Water & Sewer Division

The Water and Sewer Division maintains one water pump station, 3 water tanks, 40 sewer pump stations and is responsible for 625 fire hydrants, water main maintenance and hydrant flushing, sewer line repairs and sewer jetting, main water quality sampling and monitoring, routine meter reading, plus on demand meter reading for both real estate transactions and billing disputes, checking water quality complaints and meter replacement. In the event of a water main break, someone from this department would be on site to perform repairs in compliance with state requirements.

Water/Sewer- 27 employees including:

- 2 Superintendents
- 1 Pumps & Control Manager
- 11 Utility Workers
- 2 Equipment Operators
- 2 Meter Readers
- 1 Customer Service Supervisor
- 2 Water Billing Assistants
- 1 Wastewater Treatment Plant Manager
- 5 Wastewater Treatment Plant Operators

4 Stormwater Division

The Stormwater Division is responsible for ensuring new and existing developments comply with local, state, and federal laws related to our MS4 permit.

Stormwater- 3 employees including:

- 1 Superintendent
- 1 Stormwater Inspector
- 1 Stormwater Coordinator

II. REQUEST FOR PROPOSAL INSTRUCTIONS

Proposal Instruction

Request for Qualifications documents are available on the City of Bryant website located under the “Bid Postings” tab at <http://www.cityofbryant.com/Search?searchPhrase=Bid+Postings>. Applicants are encouraged to register with the City of Bryant via the “Notify Me” link to be added to the bidders notification list. Those that do not register will be responsible for monitoring the website bid listing service for the issuance of updates and addenda. Failure to acknowledge issued addenda may result in a proposal rejection.

The requirements set forth in the RFP instructions shall become an integral part of a subsequent contractual arrangement.

Delivery of Proposals

Qualification submissions should be delivered to the City of Bryant Public Works Department, Attn: Mark Grimmatt located at 1017 SW 2nd street, Bryant, Arkansas 72022 and will be received until the request for qualifications proposal submission deadline of **Tuesday, February 18, 2020 12:00 pm**. Late proposals will be rejected. All proposals will be publicly logged at Bryant City Hall located at 210 SW 2nd Street, Bryant, Arkansas 72022 at 2:00 pm on Tuesday, February 18, 2020.

FACILITY FEASIBILITY STUDY AND DESIGN SERVICES”. The firms **Name & Address** should also be on the envelope. *Include five (5) copies of the proposal, and one (1) thumb drive containing a PDF copy of the proposal.*

Within a single envelope supply the following proposal content:

The proposal must contain a detailed description of how the consultant proposes to carry out the requirements set forth in the RFQ, including: a plan of services and a schedule for the completion of each task. The information submitted must include the following:

1. Statement of Project Understanding: A statement, in concise terms, that clearly discusses the consultant’s understanding of the expectations of each participating community with detail on the scope of work to be completed for this project;
2. Company background with elaboration on applicable company experience to the feasibility study requirements. A company background statement which includes:
 - a. Full name, address and telephone number(s) of the firm and, if applicable, the branch office that will perform or assist in performing the contract work.
 - b. Corporations should indicate the state in which they are incorporated. If appropriate, note whether the firm is licensed to operate in Arkansas, and
 - c. Names, addresses and telephone numbers of personnel authorized to negotiate the proposed contract.
3. Company Financial Stability and Past Performance: Provide documentation supporting the financial stability of the designer. Provide documentation of any debarment and removal/termination of contracts for the designer and proposed sub-consultants.
4. Plan of Service: Provide a detailed description of your understanding of the Scope of Work, as outlined in the RFQ. In this description, detail the approach that your firm will utilize and outline your firm’s capabilities to complete the scope of work on time. A detailed breakdown of the tasks and methodology to be performed by the consultant, including specifics regarding the number of staff hours and other resources required, and the dates for attaining project milestones;
5. Staffing: Identification of each person responsible for directing the work to be performed under the contract. For each individual with identified responsibilities provide resumes. The consultant must include a statement of the percentage of each person’s time that will be devoted to this project and a complete resume;
6. Project Experience:
 - a. Describe your firm’s qualifications and experience related to a public works facility feasibility study with site evaluation, site analysis and program study. Supply documentation of completed feasibility studies similar in nature.
 - b. Provide elaboration on specifically Phase II type of design services of new public works facilities that the proposer has been involved with that are currently in construction or completed. At minimum, include reference to these types of facilities from the past 3 years of public works facilities. Provide a detailed description of the services provided, the current project status, identify the consultant name and their contact information (prime contractor or sub-consultant name), and name and contact information of an appropriate owner.
7. References: Include a complete list of all similar projects completed for public entities in the last 36 months with contact name, telephone number, email, and general description of project. Do not ear mark references, the City reserves the right to select from the list of ALL clients. In the event that the City is not able to get in contact with the reference supplied within two attempts, the City reserves the right to communicate and solicit

reference feedback from a different contact within the public entity that is knowledgeable and familiar with the referenced project.

8. Schedule Commitment: The City expects the feasibility study with site evaluation, site analysis and Program study for up to two site locations for a new DPW complex with site recommendation for Phase I, which shall be completed within 60 calendar days of the Notice to Proceed. The Contractor will prepare a feasibility report and supply hard copies of the report within the 60 calendar days. Supply documentation of commitment to meet the required date deadlines referenced.

Briefing Conference Session:

There will be no briefing session facilitated. Forward all questions to Mark Grimmert, Public Works Director for The City of Bryant Public Works Department by email no less than 168 hours (7 days) before the RFQ proposal submission deadline. Questions received after the deadline will not be answered.

Modification of Proposals

A proposer may correct or modify a proposal by written notice received by the awarding authority prior to the receipt deadline. Modifications must be submitted in a sealed envelope clearly labeled "Modification to RFQ- Public Works Facility Feasibility Study and Design Services". The name and address should also be documented on the envelope.

After the receipt deadline, a proposer may not change any provision of the proposal. Minor informalities may be waived or the proposer may be allowed to correct them. If there is a mistake and the intent is clearly evident on the face of the document the mistake will be corrected to reflect the intended correct proposal, and the proposer will be notified in writing; the proposer may not withdraw the proposal. A proposer may withdraw a proposal if a mistake is clearly evident on the face of the document, but the intended correct proposal is not similarly evident. No proposer shall withdraw their proposal within a period of ninety (90) days after the date set for the receipt of proposal qualifications.

Questions

All questions should be directed to the City of Bryant Public Works Department, Attn: Mark Grimmert. Questions should be emailed to mgrimmert@cityofbryant.com . In order to keep feedback and responses consistent for all those preparing proposals, proposers should not contact other representatives from participating communities that are jointly involved in this collaborative procurement. Any alteration to the specifications and content of this RFQ will not be considered valid unless it is documented through addenda.

All questions must be submitted to the City of Bryant Public Works Department and must be received no later than 168 hours (7 days) before the proposal deadline. Questions received after the deadline for questions will not be answered.

Assignment

The successful consultant is prohibited from assigning, transferring, conveying or otherwise disposing of this agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or cooperation without prior written consent and approval by the City.

III. SCOPE OF SERVICES

Phase I

Objective

The City of Bryant Public Works Department is soliciting qualifications for a new public works facility feasibility study with site evaluation, site analysis, and program study for up to two site locations for a new Department of Public Works (DPW) complex, herein referred to as Phase I services.

The Scope of Work of the new feasibility study will include updating existing facility/staff, DPW space needs, and offer recommendations and collaborate with the City for site evaluation for a new public works complex at alternate locations. The Contractor will work with appropriate municipal staff and/or committees to complete a site evaluation and site analysis of other potential properties that could be determined as a feasible location for the construction of a new DPW facility. The assessment of location may include sites owned by the City, or other feasible sites within the City of Bryant or abutting surrounding communities. The City of Bryant Public Works Department will rely on the Contractor to complete the assessment and make recommendations of up to two of the most ideal site locations. Representatives of the City realize that the time line for the completed feasibility report is short but will work promptly with the successful contractor to supply needed data and information.

The designer will develop a 'Program' for the new DPW complex that will clarify project goals and design issues, provide a rational basis for design decision making, and ensure that the project reflects the City's values. The Program will take into account statistics and demographic of the City, public works services and operational requirements of the City and the public works department, staffing, assets, and equipment. The Contractor will work with City representatives as part of the Program study to obtain needed information about Department operations, compare that information to industry standards/best practices, and advise the City on areas for operational development that will influence what the future space needs will be for a new DPW complex. The Program will address special needs and function of the designed facility, square footage requirements, a preliminary conceptual layout, and preliminary budget estimates including construction, FF&E (furniture, fixture and equipment) and relocation expenses, etc.

The Contractor will complete the feasibility study within 60 calendar days of the Notice to Proceed. The City will review a draft of the study and provide feedback and then a finalized report will be completed. The content of the feasibility study will be documented in a report and four (4) hard copies of the report shall be delivered to the City. The Contractor will also provide one (1) thumb drive with the report in electronic format that can be reproduced at the City's discretion at no additional expense to the Contractor. After the report is delivered, the Contractor will prepare one presentation at a scheduled meeting with the City. The presentation will be scheduled on a weekday and may be scheduled during the business day. The proposal submission will take into account this meeting and all associated expenses associated with the meeting including presentation expenses, mileage, travel, lodging, etc.

Phase II

Objective

Pending the feasibility study recommendation, authorization and appropriation of funds, the City reserves the right to negotiate with the same designer for final design services for the selected site if it is determined by the City to be in their best interest. The final design services may include schematic design, design development, master plans and specifications, studies, surveys, soil tests, cost estimates, programs, construction bid documents, and construction phase services herein referred to as Phase II services.

IV. PROPOSAL EVALUATION

Minimum Requirements

- Each proposal MUST meet all of the following Minimum Requirements in order to be considered for further proposal evaluation. Proposals that do not meet the following experience and quality requirements will be rejected from further RFQ evaluation and consideration for contract award.
- The Principal In Charge (P.A. Registration Required) must be able to provide evidence that they have experience with delivering completed design services involving construction of a department of public works type of facility (Phase II, Scope of Work).
- The Proposer designer or their project team must provide evidence that they have experience with delivering a completed feasibility with program, for a department of Public Works feasibility study or similar type of facility that is in a climate with seasons similar to Arkansas.
- The Proposer must at minimum supply a complete list of ALL similar projects completed for public entities in the last 24 months, with contact names, telephone numbers and general description of project. The City reserves the right to select project contacts of former clients to perform reference checks.
- The Proposer must supply completed Proposal Submission Forms.
- The Proposer must be able to demonstrate that the applicant designer is financially stable. Provide supporting documentation.

Proposals that meet all minimum requirements shall be evaluated based on the responsiveness to the criteria, terms and conditions contained in this RFP and its attachments. Failure to follow instructions, to meet criteria, or agree to the terms and conditions contained in this RFP may be cause for rejection of the proposal as non-responsive. All proposals shall be signed in ink by the proposer. If the proposer is a corporation, the authority of the individual signing shall be endorsed upon, or attached to, the proposal and certified by the clerk of the corporation. All proposals shall be binding upon the proposer for a minimum period of one hundred and twenty (120) calendar days following the opening of the proposals. All proposals and related materials submitted in response to the RFQ shall become the property of the City and will not be returned to proposers unless the City, at its sole discretion, determines otherwise.

Contract Award:

Qualification submissions will be evaluated by a Review Committee. Proposals will be evaluated for Minimum Requirements. Those that meet the Minimum Requirements will then be evaluated on Comparative Criteria. Proposals that meet the Minimum requirements will be placed on a short list of recommended proposers. From this short list the Review Committee may select proposers to participate in an interview or may make contact for additional inquiries or questions. Finalists will then be ranked and evaluated.

The Committee will then enter into negotiations with the top ranked finalist. Designer Selection services are being procured under Arkansas Law. The designer's fee for Phase I and II will be a negotiated fee. The initial contract will include services and negotiated fees for Phase I services only. Expenses of an Owners Project Manager (OPM) will also be funded from the same design services fee since the acquisition of an OPM is required prior to Phase II design services. If negotiations stall or do not move forward, the Committee will enter into negotiations with the next highest ranked finalist.

Pending feasibility recommendations, appropriation of funds, and authorization from the awarding authority to proceed with Phase II, the City reserves the right to negotiate and contract with the same designer for the final design services (which may include master plans, studies, surveys, soil tests cost estimates and programs) herein referred to as Phase II, if it is in the City's best interest to do so. If Phase II negotiations are unsuccessful or determined not in the best interest of the City, the City reserves the right to not award Phase II services, or re-solicit qualifications for Phase II design services.

Comparative Criteria

Proposals that meet the minimum requirements will be evaluated by the Review Committee on the basis of proposal submission, qualifications, selection procedures, and other relevant criteria.

1. GENERAL EXPERIENCE

Relevant experience of the designer and proposed consultants in relation to the project scope of work:

Highly Advantageous: The designer and proposed consultant's relevant experience is considered to be above average to perform the scope of work required for the project, based on experience, as well as certifications, registrations and licensing. Ranking will be based on the opinion of the Review Committee.

Advantageous: The designer and proposed consultant's relevant experience is considered to be average to perform the scope of work required for the project, based on experience, as well as certifications, registrations and licensing. Ranking will be based on the opinion of the Review Committee.

Not Advantageous: : The designer and proposed consultant's relevant experience is considered to be below average to perform the scope of work required for the project, based on experience, as well as certifications, registrations and licensing. Ranking will be based on the opinion of the Review Committee.

Unacceptable: The designer and proposed consultant's relevant experience is considered to be poor to perform the scope of work required for the project, based on experience, as well as certifications, registrations and licensing. Ranking will be based on the opinion of the Review Committee.

2. PUBLIC WORKS FACILITY FEASIBILITY EXPERIENCE

Relevant experience of the designer and proposed consultants with completing public works facility type of feasibility studies:

Highly Advantageous: The designer and proposed consultants have completed public works facility type of feasibility studies for four (4) or more organizations.

Advantageous: The designer and proposed consultants have completed public works facility type of feasibility studies for three (3) organizations.

Not Advantageous: The designer and proposed consultants have completed public works facility type of feasibility studies for two (2) organizations.

Unacceptable: The designer and proposed consultants have completed public works facility type of feasibility studies for one (1) organization.

3. ARKANSAS EXPERIENCE OF THE DESIGNER AND PROPOSED CONSULTANTS

Relevant experience of the designer and proposed consultants in providing design services for ARKANSAS department of public works (DPW) type of facilities:

Highly Advantageous: The designer and proposed consultants have provided design services for four (4) or more Massachusetts DPW type of facilities.

Advantageous: The designer and proposed consultants have provided design services for three (3) Massachusetts DPW type of facilities.

Not Advantageous: The designer and proposed consultants have provided design services for two (2) Massachusetts DPW type of facilities.

Unacceptable: The designer and proposed consultants have provided design services for one (1) Massachusetts DPW type of facilities.

4. STAFF EXPERIENCE AND QUALIFICATIONS

Relevant capability and experience of proposed project staff in relation to the Scope of Services required:

Highly Advantageous: The proposer's professional staff experience and staff qualifications are considered to be above average based on the opinion of the review committee.

Advantageous: The proposer's professional staff experience and staff qualifications are considered to be average based on the opinion of the review committee.

Not Advantageous: The proposer's professional staff experience and staff qualifications are considered to be below average based on the opinion of the review committee.

Unacceptable: The proposer's professional staff does not have the experience and qualifications based on the opinion of the review committee.

5. QUALITY OF REFERENCES

Evaluation of a reference's feedback regarding similar type of scope of work and timely delivery of services performed for a reference organization. The City reserves the right to select from the list

of ALL client owners. Remember at minimum supply a complete list of ALL similar projects completed for public entities in the last 24 months with contact name, telephone number and general description of projects. Do not supply ear marked references. The City will make 2 attempts to contact a reference owner's representative as requested, but if the City is still unsuccessful at reaching the owner's representative, the City reserves the right to solicit a reference from an alternate owner's representative that is familiar with the referenced project.

Highly Advantageous: All selected references checked confirmed that their scope of work was completed to the references satisfaction and completed on time.

Advantageous: One of the selected references checked confirmed that their scope of work was not completed to the references satisfaction or was not completed on time.

Not Advantageous: Two of the selected references checked confirmed that their scope of work was not completed to the references satisfaction or was not completed on time.

Unacceptable: Three or more of the selected references checked confirmed that their scope of work was not completed to the references satisfaction or was not completed on time.

Proposals will be rated on these criteria as follows:

- **Highly Advantageous** - 3 points.
- **Advantageous** - 2 points.
- **Not Advantageous** - 1 point
- **Unacceptable** - 0 points

V. CONTRACT TERMS AND CONDITIONS FOR PHASE 1 SCOPE OF SERVICES ONLY, THE FEASIBILITY STUDY. A DIFFERENT CONTRACT FOR FINAL DESIGN SERVICES THAT IS MORE APPROPRIATE FOR FINAL DESIGN SERVICES WILL BE COMPLETED FOR PHASE II SCOPE OF WORK

The following provisions shall constitute an Agreement with an Effective Date of _____ between the City of Bryant Public Works Department, Arkansas, with an address of 210 SW 3rd Street, Bryant, AR 72022 herein referred to as the 'City'; and _____ VENDOR _____ with an address of _____, herein referred to as the 'Contractor'. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF SERVICE:

The Contractor shall provide supplies and services in accordance with the specifications contained in the Request for Qualifications: Public Works Facility Feasibility Study and Design Services dated February 9, 2020; and Addendum No..... (if any)

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete the feasibility report scope of Phase I within 60 days of the Notice to Proceed. It is agreed that time is of the essence of this Agreement. The presentation may be completed after 60 days. The Substantial Completion Date will be 60 days after the Notice to Proceed. It is expressly agreed between the Contractor and the City that the Contractor will be responsible for all damages which may arise due to the Contractor's failure to substantially complete the work within the above specified time. If the Contractor shall neglect, fail or refuse to complete the Scope of Work within the specified number of days, or any extension thereof authorized by the Owner, Contractor agrees, as a part of the consideration for the execution of this Contract by the Owner to pay the Owner the amount specified herein, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day, excluding Saturdays, Sundays and legal Holidays, that the Contractor shall be in default of Substantial Completion after the date specified in the Agreement. Due to the impracticability and extreme difficulty of fixing and ascertaining the actual damages after the Substantial Completion Date, the amount of liquidated damages shall be \$100.00 per day following the Substantial Completion Date.

ARTICLE 3: COMPENSATION:

The City shall pay the Contractor for the performance of the work outlined in Article 1 above, the contract sum of \$ TBD for Phase I Scope of Work, in accordance with the provisions of the specifications.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the City shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The City may suspend or terminate this agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement. Violation of any of the provisions of this Agreement by the Contractor.
2. A determination by the City that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall, to the maximum extent permitted by law, indemnify and save harmless the City of Bryant Public Works Department, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs and expenses (including reasonable attorneys' fees) that may arise out of or in connection with the work and/or service being performed or to be performed by the Contractor, its employees, agents, or subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further agrees to reimburse the City of Bryant Public Works Department for damage to its property caused by the contractor, its employees, agents, subcontractors or materials. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers Compensation, and income tax laws. Further, the Contractor shall indemnify and hold harmless the City with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement.

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds. The contractor shall be obligated to provide services hereunder, only to the extent that said funds are available.

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the State of ARKANSAS.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the City.

ARTICLE 10: DESIGNER CERTIFICATION:

The designer has not given, offered, or agreed to give any person, corporation, or other entity any gift, contribution, or offer of employment as an inducement for, or in connection with the award of the contract for design services;

Certification that no consultant to, or sub-consultant for, the designer or construction manager has given, offered, or agreed to give any gift, contribution, or offer of employment to the designer or construction manager, or to any other person, corporation, or entity as an inducement for, or in connection with the award of the consultant or subcontractor of a contract by the designer or construction manager;

Certification that no person, corporation, or other entity, other than a bona fide full-time employee of the designer or construction manager, has been retained or hired by the designer or construction manager to solicit for or in any way assist the designer or construction manager in obtaining the contract for design services upon an agreement or understanding that such person, corporation, or other entity to be paid a fee or other consideration contingent upon the award of the contract to the designer; and

Certification that the designer has internal accounting controls as required, and that the designer has filed and will continue to file and audit financial statement.

ARTICLE 11: LIABILITY INSURANCE:

Supply professional liability insurance covering negligent errors, omissions, and acts of the designer or of any person or business entity for whom performance the designer is legally liable arising out of the performance of the contract. The total amount of such insurance shall at a minimum equal the lesser of two million dollars or ten percent of the project's estimated cost of construction. The designer shall at its own expense and shall furnish a certificate or certificates of insurance coverage to the Awarding Authority prior to the award of the contract.

ARTICLE 12: ANTICIPATED ADDITIONAL WORK:

The designer or its consultants shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the designer in the preparation of the bid documents, or reasonably determined by the individual responsible for administering the design contract.

ARTICLE 13: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the City and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the City. Additionally, all amendments and changes shall be approved by the City Attorney prior to execution by the awarding authority. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 14: PHASE 1 SCOPE OF SERVICES:

This agreement is for the Phase I Scope of Services only. In the event that Phase II Scope of Services is authorized and awarded to the same designer by the City, the contract award for Phase II services will be at the sole discretion of the City, then a new contract will be negotiated and drafted which will address in more detail final design service contract requirements.

V1. PROPOSAL SUBMISSION FORMS

REQUEST FOR QUALIFICATIONS:

**Public Works Facility Feasibility Study and Design Services
City of Bryant Public Works Department, Arkansas**

COMPANY NAME:

Minimum Requirements

Each proposal **MUST** meet all of the following Minimum Requirements in order to be considered for further proposal evaluation. **Does the Proposer fulfill each of the following Minimum Requirements?**

The Principal In Charge must be able to provide evidence that they have experience with delivering completed design services involving construction of a department of public works type of facility (Phase II, Scope of Work).

Yes _____ No _____

The Proposer designer or their project team must provide evidence that they have experience with delivering a completed feasibility with program, for a department of public works feasibility study or similar type of facility that is in a climate with seasons similar to Arkansas.

Yes No

The Proposer must at minimum supply a complete list of ALL similar projects completed for public entities in the last 24 months, with contact names, telephone numbers and general description of project. The City reserves the right to select project contacts of former clients to perform reference checks.

Yes No

The Proposer must be able to demonstrate that the applicant designer is financially stable. Provide supporting documentation.

Yes No

The Proposer must supply completed Proposal Submission Forms.

Yes No

REQUEST FOR QUALIFICATIONS:

Public Works Facility Feasibility Study and Design Services City of Bryant Public Works Department, Arkansas

Contact Information:

Company Name: _____

Contact Name & Title: _____

Address: _____

City, State, Zip: _____

Contact Person: _____

Tel. & Fax No: _____

Email: _____

ADDENDA:

I acknowledge receipt of the following Addenda (if any) _____, _____, _____, _____

Date

Signature

Title

SUBSTANTIAL COMPLETION:

Is the Proposer committed to obtaining Substantial Completion for Phase I services within 60 days of notice to proceed.?

YES

NO

CERTIFICATE OF NON-COLLUSION: REQUIRED FORM

The undersigned hereby certifies, under penalties of perjury, that this bid or proposal has been made and submitted in good faith and without fraud or collusion with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals. The undersigned certifies under the penalties of perjury that this bid or bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Signature of person submitting contract/bid

Date

Name of Business

REQUEST FOR QUALIFICATIONS:
Public Works Facility Feasibility Study and Design Services
City of Bryant Public Works Department, Arkansas

COMPANY: _____

CERTIFICATE OF TAX COMPLIANCE

I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the State of Arkansas relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Social Security Number or

Signature of Individual or

Federal Identification Number

Corporate Name

*Corporate Officer
(if applicable)*

List the categories of Consultants for which the applicant intends to use:

Prime Applicant for which the contract is will be with*. List the designer or sub-consultant name in each category the applicant intends to use:

	Phase I, Feasibility	Phase II, Final Design Services
Architect*	_____	_____
Landscape Architect*	_____	_____
Planner	_____	_____
Programmer	_____	_____
Engineer*	_____	_____
Land Surveyor	_____	_____
Space Planner	_____	_____
Project Manager	_____	_____

*** = Registered Architect is mandatory for the prime applicant. Reference the Minimum Requirements**

