

CITY OF FAIRHOPE

RFQ INVITATION

February 24, 2010

Sealed proposals will be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope offices, 555 South Section St. Fairhope, Alabama, until 2:00P.M. March 18, 2010, and then publicly opened thereafter, for furnishing all labor and materials, and performing all work required by the City of Fairhope and described as follows:

PS001-10 Engineering Services for C & D LANDFILL CLOSURE

Questions or comments pertaining to this proposal must be presented in writing, sent as e-mail or faxed to the attention of the Purchasing Manager, Daniel P. Ames, P.O. Drawer 429, 555 South Section St., Fairhope, Al 36532, e-mail: [.ames@cofairhope.com](mailto:ames@cofairhope.com), fax number: 251-990-0125, Seventy Two (72) hours prior to the proposal opening or will be forever waived.

All proposals must be on blank forms provided in the Proposal Documents. **BID BOND IS WAIVED. NO PRE-BID MEETING.**

The City of Fairhope is an Equal Opportunity Employer and requires that all contractors comply with the Equal Employment Opportunity laws and the provisions of the Contract Documents in this regard. The City also encourages and supports the utilization of Minority Business Enterprises on this and all public proposals.

All proposals, with their guarantee (when required), must be enclosed in a sealed, opaque envelope, clearly identified on the outside as a “**Sealed Proposal**” with **Item Name, Proposal Number, City of Fairhope’s Name and Address and Bidder’s Name and Address**. Each proposal must be in a separate envelope. Proposals made out in pencil will not be accepted.

Failure to observe the instructions contained herein will constitute grounds for rejection of your proposal. The City reserves the right to accept or reject all proposals or any portion thereof whichever is in the best interest of the City of Fairhope.

The company that is awarded the proposal must have Workman’s Compensation Insurance on all of its employees if work is done on City premises. General Liability Insurance must be maintained to hold the City harmless in the event of an accident. Proof of Workman’s Compensation Insurance if work is done on City premises and General Liability Insurance specifying coverage must accompany this proposal packet. See specifications for details.

No proposals will be considered unless the bidder, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this type of work in accordance with all applicable laws of the State of Alabama. Where applicable, this shall include evidence of holding a current license from the State Licensing board for General Contractors, Montgomery, Alabama, as required by Chapter 8 of Title 34, of the Code of Alabama, 1975. In addition, non-residents of the State if a corporation, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama. Bidder must have a current business license or purchase a business license with the City of Fairhope prior to proposal being awarded.

Daniel P. Ames,

Purchasing Manager

Posted: 2/24/10

**REQUEST FOR QUALIFICATIONS (RFQ)
FOR
PROFESSIONAL ENGINEERING SERVICES
FOR
THE CITY OF FAIRHOPE
PUBLIC WORKS DEPARTMENT**

**PROJECT NAME: CITY OF FAIRHOPE C & D
LANDFILL CLOSURE
RFQ NO. PS001-10
PROJECT NO. PW004-10**

FAIRHOPE CITY COUNCIL

Lonnie L. Mixon, Council President

Timothy M. Kant, Mayor

**CITY OF FAIRHOPE
REQUEST FOR QUALIFICATIONS (RFQ)
Relating to**

**Professional Engineering Services for
City of Fairhope Public Works Department
Project No.: PW-004-10
Project Title: C & D Landfill Closure**

Background

The City of Fairhope will be closing its C & D landfill. It has reached its regulated capacity.

Purpose

The Request for Qualifications (RFQ) is issued as contained in this document. The City of Fairhope invites submittals from firms interested in providing professional engineering services related to managing this regulated activity.

Objective

The City is seeking an experienced consultant who will provide the professional services required to complete this project.

Location / Layout

City of Fairhope C & D Landfill @ 555 S. Section Street, Fairhope, Alabama 36532

Scope of Work

The successful professional engineering firm will be responsible for the development and implementation of the landfill closure project in strict accordance with regulations set forth by the Alabama Department of Environmental Management (ADEM). This includes all surveying/mapping, soils testing, reporting to ADEM, site inspections and project oversight and schedule development.

The successful consultant will work closely with the Project Coordinator Ken Eslava, as well as other City force labor who will be executing the construction phase of the project.

Time Line

Upon final RFQ submittal and review by the City of Fairhope, the Fairhope City Council will award the contract.

Request for Qualifications

Two (2) copies of the proposal must be submitted by the deadline. These copies will be provided to the City of Fairhope for review and recommendation to the City of Fairhope City Council.

Format

Statement of Qualifications should include, but is not limited to, the following:

- 1) Cover letter and letter of interest (LOI) identifying the projects for which the firm is requesting consideration. The public notice shall identify how many projects each firm can list. If the number of projects is not provided, then each firm shall list the projects in order of interest. It shall be vitally important to highlight any and all projects the firm has managed relating specifically to landfill management and closures.
- 2) Name of firm, address and telephone number. A primary contact with phone number and email shall also be provided.
- 3) Names, qualifications, and experience of a principal/owner (contractual authority), a municipal services project manager, and key personnel (Task Manager) who would be assigned to a City of Fairhope project. This information should include but not be limited to the following for each individual (a one page limit for each).
 - a) Number and type of projects in which each individual has been involved (no project should be more than 5 years old). Include reference contact information. Again, the focus of this task should highlight any and all work performed in the landfill management and closure arena.
 - b) Key personnel are defined as registered professional engineers, heavily experienced site inspectors, soils testing labs and any other applicable resources related to projects of this nature. Again, the focus of this activity should highlight those personnel with expertise in the landfill management and closure arena.
- 5) Number and composition of staff that is readily available for City of Fairhope projects, including a table of organization by name to key personnel. Composition of staff should be broken into professional, and technical.

Description of the firm's ability to generally respond to the City's project needs.

6) Name of responsible firm member and a Municipal Services Project Manager. It is the City's expectation that this individual will be available to manage any project for which the firm may be selected. The only acceptable reason for this person to not be available for a Fairhope contract is the individual is no longer with the firm. It is the design firms' responsibility to advise the City of any changes in this individual's ability to be available for a Fairhope contract.

7) A statement detailing the firm's Quality Assurance Program.

8) All necessary information required of the attached **CITY OF FAIRHOPE: EXHIBIT A: QUALIFICATION STATEMENT EVALUATION.**

Selection Procedure

The selection of the Consultant will be completed by the City of Fairhope City Council at a regular Council meeting. Preliminary review will be performed by the Public Works Department and Purchasing Department. The preliminary review will provide a screening for responsiveness to the RFQ and meeting minimum requirements. Firm will be selected without regard to race, color, religion, sex, or national origin. The Departments will recommend to the Fairhope City Council one firm that is deemed to be highly qualified. The Fairhope City Council reserves the right to interview selected firm(s) prior to making a final decision. The Council will authorize the Mayor to proceed with executing a contract with their selected firm.

Notification

The City of Fairhope will not be responsible for costs incurred by anyone in the submittal of proposals or for any cost incurred prior to contract execution; The Request for Qualifications is not to be construed as a contract or as a commitment of any kind;

All responses shall be held confidential from other parties by the City to the extent allowable by law. However, confidential or sensitive information should not be included if the applicant wants to protect that information;

The use of subcontractors as described by the Consultant in the Request for Qualifications and subsequent approved and signed contract with the City of Fairhope is allowed in this project;

The selected Consultant is responsible for billing and paying of any subcontractors they employ on the project; The selected Consultant is responsible for insurance requirements;

The City of Fairhope reserves the sole right to: 1) evaluate the qualifications submitted; 2) waive any irregularities within; 3) select candidates for the submittal of more detailed qualifications and presentation; 4) accept any submittal or portion of a submittal; and/or 5) reject any or all submittals, solely at its discretion.

Application Deadline

2:00 p.m. on Tuesday, March 18, 2010

Submit RFQs To:

Daniel P. Ames, Purchasing Manager

P.O. Box 429

555 South Section Street

Fairhope, Al 36533

251-990-0199

Email: .ames@cofairhope.com

For additional information please contact:

Ken Eslava, Jr.

Assistant Public Works Director

City of Fairhope

555 South Section Street

Fairhope, Al 36533

251.928-8003

email: .eslava@cofairhope.com

**CITY OF FAIRHOPE: EXHIBIT A:
QUALIFICATION STATEMENT EVALUATION**

Qualifications _____

for: _____

Proposal Evaluation Form					
Project:					
Qual. Req.:					
Evaluator:					
Date:					
Category	Criteria	Rating	x	Weight	Score
Technical Approach	Understanding of Project and Basic Scope of			5	0
	Additions or Deletions to the Basic Scope of			3	0
	Understanding of Unique Conditions of the Project			3	0
	Technical Approach to the Project			4	0
	Project Schedule			3	0
	Key Equipment or Resources that Assists in Performance of Work			2	0
	SUBTOTAL OF POINTS				
Project Team	Consultant's and Subconsultants' Experience on Similar Projects			5	0
	Working Relationship within Project Team (Consultant and Subconsultants)			3	0
	Project Manager's Experience on Similar Projects			4	0
	Key Task Managers' Experience on Similar Projects			5	0
	Location of Key Staff Members (Consultant and Subconsultants)			4	0
	SUBTOTAL OF POINTS				
Past Performance	Quality of Consultant's/Subconsultants' Past Work (Similar Size and/or Scope)			5	0
	Consultant's/Subconsultant's Ability to Meet Project Schedule			4	0
	Project Manager's Ability to Coordinate Project			4	0
	Consultant's/Subconsultant's Success in Controlling Project Costs			5	0
	Consultant's/Project Manager's Ability to Communicate Effectively with Agency			5	0
	SUBTOTAL OF POINTS				
	TOTAL POINTS				0

Rating: 1-poor, 2-fair, 3-good, 4-excellent, 5-superior Weighting Factors (1-5) can be adjusted for each Contract according to the need and priorities of the City of Fairhope.

**CONTRACT DOCUMENTS
AND
SPECIFICATIONS
FOR
PROFESSIONAL ENGINEERING SERVICES
FOR
PROJECT NO. PW004-10
C & D LANDFILL CLOSURE
FOR THE
CITY OF FAIRHOPE**

FAIRHOPE CITY COUNCIL

Lonnie L. Mixon, Council President

Timothy M. Kant, Mayor

Set No. _____

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

THIS CONTRACT, made and entered into this _____ day of _____, 20____, by and between the City of Fairhope, Alabama (hereinafter called "CITY") acting by and through its governing body, the **FAIRHOPE CITY COUNCIL**, and of _____, Alabama (hereinafter called the "**PROFESSIONAL ENGINEER**"),

WITNESSETH:

That in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

1.0 DEFINITIONS:

The following terms shall have the following meanings:

COUNTY: Baldwin County, Alabama

CITY: Fairhope, Alabama

PROJECT: Professional Engineering Services related to the closure of the Fairhope C & D Landfill.

PART ONE

GENERAL CONDITIONS

1.1 . The **CITY** hereby employs the **PROFESSIONAL ENGINEER** and the **PROFESSIONAL ENGINEER** agrees to perform for the **CITY** those professional services as hereinafter set forth in connection with the following:

PROJECT NUMBER: PW004-10

PROJECT NAME: C&D LANDFILL CLOSURE

PROJECT INFORMATION: Professional Engineering Services related to surveying/mapping, soils testing, reporting to ADEM, site inspections and project oversight.

1.2. The **PROFESSIONAL ENGINEER** will begin work on the professional services outlined herein upon execution of the Contract and shall pursue the work in a timely manner.

1.3. For the purpose of this contract, the **PROFESSIONAL ENGINEER** represents to the **CITY** that it possesses a Certificate of Authorization issued by the State Board of Licensure for the State of Alabama under the **CODE OF ALABAMA, Section 34-11-19** and further certifies that it has the professional, technical, and administrative personnel with the specific experience and training necessary to provide the services as may be required by the **CITY**. Furthermore, the **PROFESSIONAL ENGINEER** will meet all current licensing and certifications necessary to perform the scope of work including all EPA and ADEM requirements.

PART TWO

PROJECT SCOPE

- 2.0** The **PROFESSIONAL ENGINEER** will be responsible for developing a closure plan, providing required professional surveying/mapping services, soils testing (either directly or by sub-contract), required daily site inspections and professional project oversight.
- 2.1** THE **PROFESSIONAL ENGINEER** shall provide, but not limited to, close coordination with the City's Project Coordinator and labor forces executing the construction phase of the project.
- 2.2** **PROFESSIONAL ENGINEER** shall provide all mandated reports to the City and ADEM in a timely manner sufficient to meet all agency reporting deadlines.
- 2.3** The **PROFESSIONAL ENGINEER** shall submit the initial entire project plan to the City of Fairhope via hard copy (5 sets) and electronically transmitted in pdf format.

PART THREE

PAYMENT

- 3.0. The **CITY** agrees to pay the **PROFESSIONAL ENGINEER** as compensation for such professional services in accordance with the rates as indicated on Exhibit "A" attached to this document.
- 3.1. All other expenses actually and necessarily incurred such as, but not limited to, telephone calls, extra reproductions of prints or photographs of drawings, specifications and other documents required for the proper execution of the extra services so required by the **CITY** shall be paid for at cost. These payments shall be due and payable from time to time as the services are performed, or as the expenses are incurred.
- 3.2. If this **PROJECT** is suspended or abandoned by the **CITY** for good cause other than under the provisions of Paragraph D hereunder, or for cause beyond the reasonable control of the **CITY**, then the **CITY** shall pay the **PROFESSIONAL ENGINEER** for the services theretofore rendered on the **PROJECT**, such payment to be based as far as possible on the fee as established in this agreement, and the portion of the **PROFESSIONAL ENGINEER'S** services which were completed before the **PROJECT** was suspended or abandoned.
- 3.3. In the event of failure by the **PROFESSIONAL ENGINEER** to perform any and/or all of the **PROFESSIONAL ENGINEER** obligations in a prompt and efficient manner satisfactory to the **CITY**, the **CITY** will have the right to summarily

terminate this agreement by giving the **PROFESSIONAL ENGINEER** written notice of such termination, after which the **CITY** may employ **PROFESSIONAL ENGINEER** services of its choice to complete the **PROJECT** and the **PROFESSIONAL ENGINEER** will reimburse the **CITY** any additional costs which may result for such termination and employment of other **PROFESSIONAL ENGINEER** services. Failure by the **PROFESSIONAL ENGINEER** to furnish the required services, or to perform any other specific duty required by this contract shall constitute cause for termination by the **CITY** under this provision. Failure by the **CITY** to exercise this right to so terminate this agreement for any such default by the **PROFESSIONAL ENGINEER** shall not constitute a waiver by the **CITY** of its right to so terminate this **contract for any subsequent default**.

PART FOUR

INDEMNIFICATION AND INSURANCE

The **PROFESSIONAL ENGINEER** shall be responsible for all damage to life and property due to activities of the **PROFESSIONAL ENGINEER** and the sub-contractors, agents or employees of **PROFESSIONAL ENGINEER** in connection with their service under this AGREEMENT. The **PROFESSIONAL ENGINEER** specifically agrees that the subcontractors, agents, or employees of **PROFESSIONAL ENGINEER** shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Further, it is understood and agreed by **PROFESSIONAL ENGINEER** to the fullest extent permitted by law, the **PROFESSIONAL ENGINEER** shall defend, indemnify and hold harmless the **CITY**,

and its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by the negligent acts or omissions of the **PROFESSIONAL ENGINEER** or anyone directly or indirectly employed by **PROFESSIONAL ENGINEER** or anyone for whose acts **PROFESSIONAL ENGINEER** may be liable. Such indemnity shall not be limited by reason of any insurance coverage provided.

The **PROFESSIONAL ENGINEER**, at its sole expense, shall obtain and maintain in force the following insurance to protect the **PROFESSIONAL ENGINEER** and the **CITY** for all acts performed pursuant to this agreement. The limits and coverage specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully protect the **PROFESSIONAL ENGINEER**.

All insurance will be provided by insurers licensed to conduct business in the State of Alabama and shall have a minimum A.M. Best rating of A-VII and must be acceptable to the **CITY**. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the **CITY** for prior approval.

NO WORK IS TO BE PERFORMED UNTIL PROOF OF COMPLIANCE WITH THE INSURANCE REQUIREMENTS HAS BEEN RECEIVED BY THE CITY.

(a) **Workers's Compensation and Employers Liability**

Part One: Statutory Benefits as required by the State of Alabama

Part Two: Employers Liability \$1,000,000 Each Accident

\$1,000,000 Each Employee

\$1,000,000 Policy Limit

(b) Commercial General Liability

Coverage on an Occurrence Form with a combined single limit (Bodily Injury and Property Damage combined) as follows:

Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Products/completed Operation Aggregate	\$2,000,000
General Aggregate	\$2,000,000

Coverage to include

Premises and operations

Personal Injury and Advertising Injury

Products/Completed Operations

Independent Contractors

Blanket Contractual Liability

Broad Form Property Damage

The **PROFESSIONAL ENGINEER** shall name the **CITY**, its employees and agents as additional insured in all applicable categories.

Liability insurance as required by this contract to provide cross-liability coverage.

(c) Automobile Liability

Covering all Owned, Non-Owned, and Hired vehicles with a Combined single limit (bodily injury and property damage combined) of \$1,000,000 each accident. The policy shall name the **CITY** as an Additional Insured.

(d) Professional Liability (Errors & Omissions)

Coverage shall be maintained during project duration and for two (2) year after completion and acceptance by the **CITY**.

Limits of Liability

Each Claim	\$1,000,000
Aggregate	\$1,000,000

Certificate of Insurance

A certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the **CITY PRIOR** to commencement of any work on

the Contract. Each policy shall be endorsed to provide thirty (30) days written notice of cancellation to the **CITY**. The project number on which the **PROFESSIONAL ENGINEER** is working must be included in the description section of the certificate.

PART FIVE

REVIEWS AND SUBMITTALS

The **CITY** will review all submittals made during the contract period. The purpose and scope of this review will be limited to determination of the work for the sole purpose of approving intermediate payments to the **PROFESSIONAL ENGINEER** and to otherwise determine contract compliance for the purpose of approving fee requests and determining the **PROJECT** costs. The **CITY** is relying on the skill, care, experience, diligence and professional expertise of the **PROFESSIONAL ENGINEER** to perform the required work with the degree of care and skill ordinarily used by members of the **PROFESSIONAL ENGINEER** profession in this locality. It is not the intent nor is it the responsibility of the **CITY** to exercise independent judgment or to verify the calculations, assumptions, and methods by the **PROFESSIONAL ENGINEER**.

PART SIX

- 6.0. This Contract shall be effective on the date of its execution.
- 6.1. The **CITY** and the **PROFESSIONAL ENGINEER** each binds itself, its successors and assigns, to all covenants of this agreement. Except as above, neither the **CITY** nor the **PROFESSIONAL ENGINEER** shall assign, sublet or transfer his or

its interest in this agreement without the written consent of the other party hereto and concurrence therein.

IN WITNESS WHEREOF, the parties hereto have executed this contract in triplicate on the day and year first above written.

CITY SIGNATURE

CITY OF FAIRHOPE

BY: _____

**TIMOTHY M. KANT
MAYOR**

ATTEST: _____

**LISA A. HANKS
CITY CLERK**

PROFESSIONAL ENGINEER SIGNATURE

IF CORPORATION

CORPORATION NAME

BY:

As Its _____

ATTEST: _____

As Its _____

NOTARY FOR THE CITY:

STATE OF ALABAMA]

COUNTY OF MOBILE]

I, _____, a Notary Public in and for said State and County, hereby certify that **Timothy M. Kant** and **Lisa A. Hanks**, whose names as Mayor and City Clerk, respectively, of the City of Fairhope, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they as such officers and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the _____ day of _____ 20

.

NOTARY PUBLIC _____

My Commission Expires _____ / _____ / _____

NOTARY FOR CORPORATE PROFESSIONAL ENGINEER:

STATE OF _____]

COUNTY OF _____]

I, _____, a Notary Public in and for said State

and _____ County, hereby certify that
and _____

_____, whose names as
and _____ respectively, of

_____ are signed to the foregoing
(corporation)

conveyance and who are known to me, acknowledged before me on this day, that,
being informed of the contents of the conveyance, they as such officers and with full
authority, executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the _____ day of _____ 20

.

NOTARY PUBLIC _____

My Commission Expires ____/____/____

EXHIBIT "A"

PAY RATE SCHEDULE

25% OF CONTRACT VALUE upon the **CITY** receiving of an ADEM approved closure plan from the **PROFESSIONAL ENGINEER**.

50% OF CONTRACT VALUE upon completion of the construction/testing/inspection phase of the **PROJECT** as overseen by the **PROFESSIONAL ENGINEER** and approved by City's project coordinator Ken Eslava.

25% OF CONTRACT VALUE upon entire **PROJECT** completion, final approval in hand from ADEM and turnover of all **PROJECT** documents, in the required format, to the City's project coordinator Ken Eslava.