



REQUEST FOR PROPOSALS (RFP) FOR ARCHITECTURE/ENGINEERING SERVICES July 18, 2023

I. INTRODUCTION

The **City of Heavener** (hereinafter called **City**) has received a Federal grant through the Recreational Trails Program from the Federal Highway Administration and the Oklahoma Tourism and Recreation Department. The City will accept **responses to the Request for Proposals** (hereinafter called **RFP**) **until 5:00 p.m. Friday - August 11, 2023**, from qualified **consulting architects/engineers and/or consulting architecture/engineering firms** (hereinafter called **Engineer or Offeror**) for services to support this project. Responses should be submitted as outlined below and must be received by the deadline. Late responses will not be considered. Responses will be reviewed upon receipt and an interview scheduled as soon as possible, with interviews to be completed by **Friday – August 25, 2023**.

II. GENERAL INFORMATION

A. Purpose:

The purpose of this **RFP** is to obtain professional engineering and design services for the full design, construction plans and specifications, bidding, and construction administration services in support of the proposed project – per funding agency grant guidelines, compliance, and city procedures – and to provide a resident project inspector (if required).

All qualified responses will be considered without regard to age, race, creed, color, gender, sexual orientation, disability, or national origin. The City of Heavener is an Equal Opportunity Employer and invites the submission of proposals from minority and women-owned firms.

B. Federal Provisions and UEI Number Requirements:

All qualified proposals will be considered without regard to age, race, creed, color, gender, sexual orientation, disability, or national origin. The City of Heavener is an Equal Opportunity Employer and invites the submission of proposals from minority and women-owned firms.

Contractor Debarment Review Certification - A vendor Unique Entity Identification (UEI) number with approved SAM.gov registration will be required before a work order or contract can be executed. Copy must be provided to the City of Heavener.

All bids must comply with the following provisions:

1. Federal Labor Standards Provisions, U.S. Department of Labor, 29 CFR 5.
2. Section 3 of the Housing and Urban Development Act of 1974, as amended, 12 U.S.C. 1701U, which requires that, to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area and contracts for work in substantial part by persons residing in the area of the project.
3. Section 109 of the Housing and Community Development Act of 1974 which assures that no person shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination.
4. Certification of Non-Segregated Facilities, which assures that bidder does not maintain or provide any segregated facilities.
5. Equal Opportunity Provisions - Executive Order 11246, as amended, which assures nondiscrimination.
6. Minority Business Enterprise and Women Business Enterprise provisions which encourage minority-owned businesses and women-owned businesses to bid on the project.
7. Assurances that surety companies executing bonds appear on the Treasury Department's list and are authorized to transact business in the State where the project is located.

C. Instructions and Submission:

1. Closing Submission Date

Responses must be **submitted no later than 5:00 p.m. Friday – August 11, 2023**, and receipt will be documented by a staff member or the city's grant management consultant. A selection committee will review each response, and interviews will be scheduled as soon as possible, to be completed by **Friday – August 25, 2023**. The committee will conduct the interviews with prospective architects/engineers to evaluate each response submitted, in accordance with the evaluation criteria stated in Section VI of this **RFP**.

2. Conditions of the SOQ

All costs associated with the preparation in response to this **RFP** will be the responsibility of the **Engineer** and will not be reimbursed by the **City**.

3. Instructions for Submission

Responses to this RFP may be submitted via email, postal mail, delivery service or hand delivery. It is important that the **Engineer** clearly identify the project on the envelope with the following details:

Architect/Engineering Services RFP – Project #22-04

- a. Responses should be submitted and addressed as follows:

Email: **Josh McClintock, Managing Partner**
EMBLEM Strategies, LLC
(Grant administration consultant for the City)
josh@emblemstrategies.com

Mail: **Samantha Eubanks, Deputy City Clerk**
City of Heavener
103 East Ave B
Heavener, OK 74937

Delivery: **Samantha Eubanks, Deputy City Clerk**
City of Heavener
103 East Ave B
Heavener, OK 74937

- b. It is the responsibility of the **Engineer** to ensure that the submission is received by the date and time specified above. Late submittals will not be considered.

4. **Right to Reject**

The City reserves the right to reject any and all responses to the **RFPO**. If and when a selection for service provider has been made, the decision shall be based only on the factors and procedures described in the **RFP**.

D. **Certifications:**

The **Engineer** must include the **CERTIFIED SUBMISSION OF QUALIFICATIONS AFFIDAVIT** enclosed in this **RFP** as part of the submittal.

III. **SERVICES OF THE ENGINEER**

A. **GENERAL**

1. If selected, the **Engineer** shall agree to perform professional services in connection with **Project #22-04** as hereinafter stated.
2. The selected **Engineer** shall serve as the City's professional architecture/engineering representative in those phases of the project to which this **RFP** applies – in accordance with funding agency and City competitive solicitation, bidding, procurement, and contractor labor standards procedures – and will give consultations and advice to the City and its contract grant administrator during the performance of services.

B. FINAL DESIGN PHASE:

After proper authorization to proceed with the final design phase, the selected **Engineer** shall:

1. Prepare detailed plans and specifications showing the character and scope of work to be performed on the project. Prepare specification documents. Prepare final construction documents, construction methods and specifications and all other requirements for successful completion of the project.
2. Prepare a final Engineering report for the final project design.
3. Work with the City's contract grant administrator to assist in the preparation of the required documents so that the **City** may secure approval of such governmental authorities as have jurisdiction over design criteria applicable to the project.
4. Furnish a revised cost estimate for the project based on the final plans and specifications, if needed.
5. Furnish two (2) copies of the drawings and specifications in final form for review and approval by the **City**.
6. Obtain a Permit to Construct from the Oklahoma Department of Environmental Quality and any other Federal or State government authority (as required.)

C. BIDDING AND NEGOTIATING PHASE:

After proper authorization to proceed with the bidding or negotiating phase, the selected **Engineer** shall:

1. Assist the **City** and its contract grant administrator in obtaining bids from contractors to perform the construction.
2. Disburse plans to prospective bidders at no cost to the **City**. The **Engineer** may, however, charge the materials and reproduction cost of the plans and specifications to the prospective bidders.
3. Issue addenda as appropriate and as directed by the **City** to interpret, clarify, or expand the bidding documents.
4. Attend the pre-bid conference and bid opening. Tabulate the bid proposals received, make an analysis of the bids, and make recommendations to the **City** and its contract grant administrator for awarding a contract for construction.
5. Negotiate proposals and contracts with selected Contractor and assist in preparing construction contracts.

6. Consult with and advise the **City** and its contract grant administrator as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)" for those portions of the work as to which such acceptability is required by the Bidding Documents.
7. Consult with the **City** concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) for those portions of the work as to which such acceptability is required by the Bidding Documents.
8. **Engineer** shall provide sufficient number of sets of construction plans and specifications to the Contractor.

D. CONSTRUCTION PHASE:

The construction phase will commence with the award of the construction contract and will terminate upon written approval of final payment by the **Engineer**.

During Construction Phase:

1. **General Administration of Construction Contract:** **Engineer** shall consult with and advise the **City** and act as **City's** representative during this phase. All of the **City's** instructions to Contractor(s) will be issued through the **Engineer** who shall have authority to act on behalf of the **City** to the extent provided herein.
2. **Pre-construction Conference:** The **Engineer** shall conduct a pre-construction conference with the contractor(s) and **City** representatives.
3. **Visits to Site and Observation of Construction:** Provide periodic, general Engineering inspection of the work of Contractor(s) as work progresses. Also provide a part-time resident project inspector for the job until project completion (if required).
 - a. **Site Visits:** **Engineer** shall make visits to the site at intervals appropriate to the various stages of construction as **Engineer** deems necessary in order to observe as an experienced and qualified design professional, the progress and quality of the various aspects of Contractor(s) work. Based on information obtained during such visits and on such observations, **Engineer** shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and **Engineer** shall keep **City** informed of the progress of the work.
 - b. **Project Representative:** **Engineer** shall coordinate with resident project representative (if required) to provide representation at the project site during construction.
 - c. **Purpose:** The purpose of **Engineer's** visits and representation by the Resident Project Representative at the site will be to enable **Engineer** to better carry out the duties and responsibilities assigned to, and undertaken by **Engineer** during the

Construction Phase, and, in addition, by exercise of **Engineer's** efforts as an experienced and qualified design professional, to provide for **City** a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by contractor(s). On the other hand, **Engineer** shall not, during such visits or as a result of such observations of Contractor(s) work in progress, supervise, direct or have control over Contractor(s)' work nor shall **Engineer** have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) for safety precautions and programs incident to the work of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, **Engineer** can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

- d. **Defective Work:** during such visits and on the basis of such observations, **Engineer** may disapprove of or reject Contractor(s)' work while it is in progress if **Engineer** believes that such work will not produce a completed project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the project as reflected in the Contract Documents. Any action that the **Engineer** may take is subject to review and approval by the **City**.
- e. **Interpretations and Clarifications:** **Engineer** shall issue necessary interpretations and clarifications of the Contract Documents and, after consultation with the **City**, prepare work directive changes and change orders as required.
- f. **Shop Drawings:** **Engineer** shall review Shop Drawings, samples, and other data which Contractor(s) are required to submit for conformance with the design concept of the project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- g. **Substitute:** **Engineer** shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), but subject to the provision of Section IV, paragraph B. 2.
- h. **Inspection and Tests:** **Engineer** shall have authority, with **City's** approval, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testiness and approvals required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicates compliance with, the Contract Documents).

- i. **Disputes between City and Contractor:** **Engineer** shall act as initial interpreter of the requirements of the Contract Documents and judge the acceptability of the work thereunder and make recommendations of all claims of **City** and Contractor(s) relating to the acceptability of work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

- j. **Applications for Payment:** Based on **Engineer's** on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative(s) and on review of applications for payment and the accompanying data and schedules:
 - i. **Engineer** shall determine the amounts owing to Contractor(s) and recommend in writing to the City and its contract grant administrator payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to the City and its contract grant administrator, based on such observation and review, that the work has progressed to the point indicated, and that, to the best of **Engineer's** knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, **Engineer's** recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

 - ii. **Engineer's** review of contractor(s)' work for the purposes of recommending payments will not impose on **Engineer** responsibility to supervise, direct, or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes, or orders applicable to their furnishing and performing the work. It will also not impose responsibility on **Engineer** to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the contract price, or to determine that title to any of the work, materials or equipment has passed to **City** free and clear of any lien, claims, security interest or encumbrances, or that there may not be other matters at issue between **City** and contractor that might affect the amount that should be paid.

- k. **Contractor(s)' Completion Documents.** **Engineer** shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the contract Documents (but such review will only be to determine that certificates of inspection, tests and approvals of the results certified indicate compliance with, the Contract Documents); and shall transmit them to **City** with written comments.

- l. **Inspections:** In company with the **City**, the **Engineer** shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that the **Engineer** may recommend, in writing, final payment to Contractor(s) and may give written notice to **City** and contractor(s) that the work is acceptable (subject to any conditions therein expressed).
- m. **Record Drawings:** **Engineer** shall provide **City** with one (1) set of prints of the record (as-built) drawings. These shall be provided at no additional cost to the **City**.

IV. ADDITIONAL SERVICES OF THE ENGINEER

A. SERVICES REQUIRING AUTHORIZATION IN ADVANCE:

If authorized in advance in writing by **City**, the **Engineer** shall furnish or obtain from others Additional Services of the types listed in Section IV, paragraph A. 1. through A. 8. inclusive. These services are not included as part of Basic Services, and these will be paid for by **City** as indicated in Section V.

1. Preparation of supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
2. Services to make measured drawings of or to investigate existing conditions of facilities, or to verify the accuracy of drawings or other information furnished by **City**.
3. Services resulting from significant changes in the general scope, extent or character of the project or its design including, but not limited to, changes in size, complexity, **City's** schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Construction Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond **Engineer's** control.
4. Providing renderings or models for **City's** use.
5. Furnishing services of independent professional associates and consultants for other than Basic Services which include, but are not limited to, customary civil, structural, mechanical, and electrical Engineering and customary architectural design incidental thereto.

6. Preparing to serve or serving as a consultant or witness for **City** in any litigation, arbitration or other legal or administrative proceeding involving the project (except for assistance in consultations which is included as part of Basic Services under Section III, paragraph C. 3).
7. Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and Engineering surveys and staking to enable **City** to proceed with their work; and providing other special field surveys.
8. Additional services in connection with the project, including services which are to be furnished by **City**.

B. REQUIRED ADDITIONAL SERVICES:

When required by the Construction Documents in circumstances beyond **Engineer's** control, the **Engineer** shall furnish or obtain from others, as circumstances require during construction, Additional Services of the types listed in Section IV, paragraph B.1. - B.5. Inclusive except to the extent otherwise provided. These services are not included as part of Basic Services. **Engineer** shall advise **City** promptly and receive approval before starting any such Additional Services which will be paid for by **City** as indicated in Section V.

1. Services in connection with work directive changes and change orders to reflect changes requested by the **City**, if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.
2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitution proposed by **City**.
3. Services resulting from significant delays of **City** as a direct or indirect result of material, equipment or energy shortages.
4. Additional or extended services during construction made necessary by:
 - a. work damaged by fire or other cause during construction.
 - b. a significant amount of defective or neglected work of **City**
 - c. acceleration of the progress schedule involving services beyond normal working hours.
5. Services in connection with change orders required by project through no fault of **Engineer**.

V. PAYMENT FOR ENGINEERING SERVICES

Upon completion of the Final Design Phase, invoices shall be submitted to the **City**. Invoices for the Bidding and Negotiating Phase and the Construction Phase shall be

submitted monthly to the **City** based on actual costs incurred. For Additional Engineering Services, monthly payments by **City** shall be based on detailed statements from **Engineer** for work completed. Invoices shall be reviewed and approved by the **City** prior to payments being made to the **Engineer**. Payments shall be made within thirty (30) days of approval.

VI. PROPOSAL CONTENT

Engineers desiring consideration should submit responses to the **RFP** in the following format:

A. Cover Letter of interest

B. Project Understanding and Approach

This section shall demonstrate the **Engineer's** understanding of the scope of work and summarize the approach to completing each of the tasks included in Section III of the **RFP**. This section should not merely restate the contents of the **RFP**.

C. Project Schedule

This section shall provide a schedule for completion of the project based on the time frames cited in the Introduction of the **RFP**. Project time lines shall be presented in terms of number of days necessary for each phase. The time for the Preliminary Design Phase shall be in terms of number of days necessary for each phase. The time for the Preliminary Design Phase shall be in terms of number of days from Notice to Proceed. It is the desire of the **City** to maintain the project schedule provided in the Introduction; however, the **Engineer** should indicate in the Project Schedule any deviations from the proposed time line. Schedule should also reflect time required for review and approval of plans and specifications by the Oklahoma Department of Environmental Quality and/or other Federal or State government authority, as appropriate.

D. Qualifications of the ENGINEER

This section shall discuss prior relevant experiences of the **Engineer**. Particular mention should be made regarding previous grant experience. The engineering firm or **Engineer** selected for this project shall demonstrate the following minimum experience: Registered Professional Engineer in Oklahoma; possess five (5) years of relevant engineering experience for water/sewer projects, successful completion of relevant projects, with related infrastructure, including references.

E. Submission of Qualifications Affidavit

The attached **Certified Submission of Qualifications Affidavit** shall be completed, executed and included with the **SOQ** submission.

F. Description of Additional Services

The **Engineer** shall submit a description of other applicable capabilities to provide the **City** with additional information, which may be used as a reference, should the **City** desire or need the **Engineer** to perform any additional services related to this project. If available, the **SOQ** should include capabilities for surveying and resident inspection in addition to engineering, CAD/drafting, and clerical services.

VII. ADDITIONAL INFORMATION:

A. Number of Copies

Engineer shall submit one (1) original and two (2) copies of the response to the **RFP** to the **City** in response to the **RFP**.

See Instructions for Submission (Page 2)

B. Contractor Debarment Review Certification

A vendor UEI/DUNS number with approved SAM.gov registration will be required before an engineer work order or contract can be executed. Copy must be provided to the City and its contract grant administrator.

CERTIFIED SUBMISSION OF QUALIFICATIONS AFFIDAVIT

On behalf of the **Offeror** I, _____, of lawful age, being duly sworn upon oath, certify:

That I am authorized to submit this **Proposal** in response to the **Request for Proposals** on behalf of the **Offeror**.

- A. That I or any member of my firm have not paid, given, or donated or agreed to pay, give, or donate to the **City of Heavener, Oklahoma** or any officer or employee of the **City of Heavener, Oklahoma**, any money, or other things of value, including any special consideration, either directly or indirectly, in seeking to procure this contract.
- B. That there has been no attempt by the **Offeror** to discourage any potential **Offeror** from submitting a **Proposal**.
- C. That I have read and understand all of the information in this **Request for Proposals**, including the information on the program to be administered.
- D. That the **Offeror** and any individuals to be assigned to the work do not have a record of substandard work.
- E. That the **Offeror** will, if awarded a contract, administer the contract in accordance with all applicable state and federal rules and regulations.

Dated this _____ day of _____, 2023.

Offeror's Firm Name

Signature of Offeror's Representative

**Printed Name & Title
of Individual Signing**