REQUEST FOR QUALIFICATIONS

Annual Contract for Professional Services

General Engineering and Architectural Consulting Services to the City of Bryant, Arkansas

The City of Bryant, Arkansas is seeking the services of civil engineering and architectural consulting firm(s) to provide engineering services on an annual contract basis as described herein. Interested firms should provide a description of their qualifications in the format described below.

A. INTRODUCTION

Qualifications may be submitted to the City of Bryant no later than **12 noon** on December 1, 2023**.** All Statements of Qualification should conform to the format described in this Request for Qualifications and should be submitted to the attention of:

Tim Fournier
Director of Public Works
City of Bryant
210 SW Third Street
Bryant, Arkansas 72022

All submittals should include five (5) complete hard copies and one (1) electronic copy of the proposal in a sealed envelope marked "RFQ FOR ENGINEERING and ARCHITECTURAL SERVICES."

Qualifications will be opened and evaluated in private, and proposal information will be kept confidential until a decision is made. From the Statement of Qualifications submitted, the City will select firms for further consideration. The City may select separate firms for each area of engineering services requested for expertise in Architecture, Building Design, Planning, Street Design, Storm Water Design, and Municipal Water and Wastewater Design. Additional information may be requested from these firms, and the City may schedule interviews prior to making a final selection. No interviews or meetings to discuss a firm's qualifications will be scheduled prior to the submittal of the Statement of Qualifications. The City reserves the right to reject any or all responses and waive any irregularities or formalities in responses received. The City reserves the right to negotiate with the apparent acceptable firm(s). Awards will be based on those considerations that are in the best interest of the City and will be made to the responsive, responsible offer or(s) whose response is judged to be the most effective for the purpose intended, according to the requirements stated in the Request for Qualifications. After the completion of this evaluation process, the City will make a final selection for the firm or firms to be engaged and then, will negotiate a final contract and agreement. The City may opt to select

more than one firm, depending on the type of services required. Architectural and Engineering firms submitting a proposal will be notified in writing of further questions and/or decisions.

B. PRESENTATION OF QUALIFICATIONS AND AWARD CONTRACT

The City reserves the right to select a short list of consultants at its own discretion to present their qualifications, respond to questions, and supply supplemental information.
The contract will be awarded to that consultant or consultants whose proposal(s) conforms most closely to the Request for Qualifications, and which will be most advantageous to the City, taking relative experience working on similar projects and other factors into consideration. The City reserves the right to select more than one consultant if our needs are best met in that manner.

No consultant or contract engineer with the City may do engineering work for a private development within the City, unless such work is authorized by the City. We expect a contract starting date of January 1, 2024, with a minimum contract term of five (5) years.

C. ADDENDA AND EXPLANATIONS

Any consultant in doubt as to the meaning of any part of this Request for Qualifications may request an interpretation from the City. All such requests, or other inquiries regarding this RFQ, should be made to Tim Fournier, Public Works Director at 501-366-7614 or tfournier@cityofbryant.com .

At the request of the consultant or in the event that the City deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the City. In the event a written addendum is issued, either as a result of a request for interpretation or the result of a change in the requested proposal specification initiated by the City, a copy of such addendum will be mailed to all prospective consultants. In all cases, it will be the consultants' responsibility to obtain all addenda issued.

D. USE OF SUBCONTRACTORS AND/OR SUBCONSULTANTS

In order that the City may be assured that only qualified and competent subcontractors and/or sub consultants will be employed on the proposed project, each consultant shall submit with their qualifications a list of subcontractors and/or sub consultants who would be called upon to perform the work. The consultant must determine to their own satisfaction that a listed subcontractor and/or sub consultant has been successfully engaged in this particular type of work for a reasonable length of time and is qualified both technically and financially to perform that pertinent phase of the work for which they are listed.

No contract awarded by the City of Bryant may be assigned or any part subcontracted without written consent. In no case shall such consent relieve the consultant from his/her obligations or change the terms of the contract.

E. COMPETENCY OF CONSULTANT

No proposal will be accepted from, or contract awarded to any person, firm or corporation that is in arrears or is in default upon any debt or contract. The consultant, if requested, must present evidence of ability and possession of necessary facilities, and financial resources to comply with the terms of the Scope of Services.

F. CITY ORDINANCES

The consultant will strictly comply with all applicable ordinances of the City of Bryant, laws of the State of Arkansas, and laws of the federal government.

G. HOLD HARMLESS

The consultant is responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of his/her work. Further, the consultant will indemnify and save

harmless the City, its officers, agents and employees from all suits, claims, actions, or damages of any nature whatsoever resulting there from. These indemnities are not limited by the listing of any insurance coverage.

H. TERMINATION OF CONTRACT

The City reserves the right to terminate the whole or any part of this contract, upon written notice to the consultant, in the event that sufficient funds to complete the contract are not appropriated by the City of Bryant.

The City further reserves the right to terminate the whole or any part of this contract, upon written notice to the consultant, in the event of default by the consultant. Default is defined as failure of the consultant to perform any of the contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default and termination, the

City will procure upon such terms and in such manner as maybe deemed appropriate services similar to those so terminated. The consultant shall be liable for excess costs for such similar services unless acceptable evidence is submitted that failure to perform the contract was due to causes beyond the control and without the fault of negligence of the consultant.

I. HEALTH AND SAFETY ACT

All work under this contract shall comply with the Occupational Safety and Health Act (OSHA) of 1975 and revisions thereof, and all other applicable Federal, State, or local statutes, rules, or regulations affecting the work done under the contract.

J. SURVIVAL

The provisions of this Request for Qualifications shall survive and shall not merge with the contract awarded to the consultant selected, but shall be additional terms thereof and the submission of a proposal shall be deemed as acceptance of these terms.

K. MINORITY BUSINESS AND WOMEN BUSINESS ENTERPRISE REQUIREMENTS

The City of Bryant in an effort to reaffirm its policy of nondiscrimination, encourages the efforts of consultants and subcontractors to take affirmative action in providing for Equal Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job, or protected veterans' status.

L. SCOPE OF SERVICES

The successful consultant(s) will be responsible for all or part of the tasks listed below. Based on the qualifications of the proposing consultants, the City may select one consultant to perform all of the tasks listed below, or more than one consultant, each of whom will perform those services for which they are most qualified. Further, the City reserves the right to contract with other engineering firms to conduct the work of the City based on the specific needs of the City or the current workload being handled by the contract consultant.

The City reserves the right to modify this Scope of Services and to request proposal modifications any time during the consultant evaluation process.

1. Provide advisory services to the City for projects engaged by the City including, but not limited to:
    a. Review subdivision and commercial development stormwater designs and calculations for compliance with regulations as required by the currently adopted Stormwater Manual.
    b. Review site plans for compliance with city regulations as required by the Engineering Department.

c. Review subdivision preliminary and final plats and subdivision re-plats for compliance with city regulations as required by the Engineering Department.
d. Review civil engineering drawings and specifications for grading, paving, drainage, sidewalks, approaches, erosion control, water distribution and wastewater collection for compliance with city regulations as required by the Engineering Department.
e. Attend weekly and monthly City meetings such as the Development Review Committee (DRC) meetings, Planning Commission meetings, and City Council meetings as required by the Engineering Department.
f. Provide review comments for each item(s) submitted to above on a weekly basis or as needed by the Engineering Department.
g. Provide preliminary architectural and engineering designs for any potential project to be engaged by the City as determined by the Engineering Department.
h. Provide engineering and architectural construction estimates for any project engaged by the City as determined by the Engineering Department.
i. Provide final construction designs for any project engaged by the City as determined by the Engineering Department.
j. Provide construction oversight for any project engaged by the City as determined by the Engineering Department.
k. Provide engineering and planning services for the development of Master Plans in regards to extension and development of any/all City Services.

2. Provide other general engineering support as needed by the City of Bryant.

Thank you for your interest in the City of Bryant. We will look forward to receiving and reviewing your qualifications for this contract.