Request for Qualifications for Professional Engineering and Legal Services for Southern Sewer Expansion and Indian Waters Septic-to-Sewer Projects
Solicitation No. 20-RFQ-07

Due by 11:00 A.M. on June 11, 2020

MAYOR AND CITY COUNCIL MEMBERS:

JOE MEEK, MAYOR
CINDY GUY, VICE MAYOR
KEN BROWN
ROBERT HOLMES
PATRICK FITZPATRICK

CITY MANAGER:
KEN FRINK, P.E.

ASSISTANT CITY MANAGER:
JACK DUMAS

CITY ATTORNEY:
CARRIE FELICE, ESQ.

PUBLIC WORKS DIRECTOR:
BEAU KEENE, P.E.

CITY OF CRYSTAL RIVER
DEPARTMENT OF PUBLIC WORKS
123 NW HIGHWAY 19
CRYSTAL RIVER, FLORIDA 34428
(352) 795-4216
(352) 795-6245 (fax)
NOTICE OF REQUEST FOR QUALIFICATIONS
For
Professional Engineering and Legal Services for Southern Sewer Expansion and Indian Waters Septic-to-Sewer Projects

City of Crystal River Solicitation No. 20-RFQ-07

PUBLIC NOTICE IS HEREBY GIVEN that the City of Crystal River (“City”) invites Statements of Qualifications (SOQs) for the RFQ and will receive submittals until 11:00 A.M. on June 11, 2020. Responses will be publicly opened in City Hall Chambers at 11:05 A.M. on June 11, 2020.

Synopsis: The City of Crystal River, Florida (City), in conformance with the Consultants’ Competitive Negotiations Act (CCNA), Florida Statutes Section 287.055, and the policies and procedures of the City of Crystal River is soliciting Statements of Qualifications (SOQs) from qualified consulting firms for Professional Engineering and Legal Services related to a proposed assessment for Southern Sewer Expansion and Indian Waters Septic-to-Sewer Projects.

Submittal Requirements: SOQs must be prepared in conformance with the “Format and Content of Statement of Qualifications Submittals” section of the RFQ. One (1) signed original, five (5) photocopies, and one (1) electronic copy on a USB FLASH DRIVE as an Adobe PDF file, version 5 or later shall be submitted in one sealed package, clearly marked on the outside "Sealed SOQ for Professional Engineering and Legal Services for Southern Sewer Expansion and Indian Waters Septic-to-Sewer Projects, Solicitation No. 20-RFQ-07” and addressed to:

CITY OF CRYSTAL RIVER
MIA FINK, CITY CLERK
123 NW HWY 19
CRYSTAL RIVER, FL 34428

All documents may be examined at City Hall at no charge, downloaded for free on the City website (www.crystalriverfl.org), or mailed upon request at no charge. Respondents who utilize the City website for the documents are advised to check the website regularly for updates and addenda. The contact person is Theresa Krim, 352-795-4216, extension 314 or tkrim@crystalriverfl.org

The City reserves the right to reject any or all submittals, to waive any irregularity, and to take all submittals under advisement for a period of sixty (60) days.
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1 INTRODUCTION AND GENERAL INSTRUCTIONS

1. The City of Crystal River, Florida (City), in conformance with the Consultants’ Competitive Negotiations Act (CCNA), Florida Statutes Section 287.055, and the policies and procedures of the City of Crystal River is soliciting Statements of Qualifications (SOQs) from qualified consulting firms to provide professional engineering consulting and legal services for the proposed Southern Sewer Expansion and Indian Waters Septic-to-Sewer (STS) projects. Teams of more than one firm are acceptable.

2. The City has been active in seeking State assistance for septic-to-sewer projects through both the Springs Funding and the Cooperative Funding Initiative programs. This effort is consistent with the Crystal River/Kings Bay Basin Management Action Plan and is the continuation of the longstanding cooperative effort shared by the FDEP, SWFWMD, and the City. Through recent funding cycles, the City has received confirmation of award for both referenced STS projects and is currently finalizing the project and funding details with its grant partners.

3. The Southern Sewer Expansion STS project (reference Attachment A for location map) has been approved with a total budget of $4.8M which includes professional services and construction. Funding will be through grants from FDEP, SWFWMD, and an assessment.

4. The Indian Waters STS project (reference Attachment B for location map) was originally approved in two phases but are proposed to be combined into one project pending approval by FDEP and SWFWMD (which is expected to occur during the June meeting of the District’s Governing Board). The total project cost of $5.4M also includes professional services and construction. Funding will be through grants from FDEP, SWFWMD, and an assessment.

5. **Generalized Scope of Services:** A detailed Scope of Services will be developed during the negotiation phase with the successful respondent. For the purposes of this RFQ, a generalized scope includes, but is not necessarily limited to:
   - Grant administration including preparation and submittal of deliverables.
   - Conduct presentations and public meetings (to include preparation of presentations with display boards and attend public meetings to educate the affected business owners and residents within each of the project areas.
   - Subconsultant professional surveying and geotechnical engineering services (soil borings) as necessary for the development of the construction documents.
   - Subconsultant legal and real property title search services for the development and implementation of a special assessment program of funding of the wastewater capital assessment programs for each of the two distinct projects. Services can be expected to include a determination of allowable costs, the proper method of cost apportionment, development of all required legal documents for implementation, and general legal advice on property and assessment-related issues. Additionally, these services may include legal assistance in obtaining real property interests for project implementation and legal assistance in financing.
➢ Preparation of construction plans and technical specifications.
➢ Sanitary sewer hydraulic modeling and lift station pump selection/design.
➢ FDEP Wastewater collection/transmission permitting.
➢ FDOT and Citrus County right-of-way utilization permitting.
➢ Preparation of bid contract documents and provide bid administration through award.
➢ Services during construction including contract administration, shop drawing review, pay application review, construction observation, pressure tests, lift station start-ups, progress meetings, address contractor questions and resolve disputes, etc.
➢ Prepare Record Drawings and permit final certifications of completion.

6. Responding firms must have been in business a minimum of five (5) years offering professional engineering services.

7. All documents may be examined at City Hall at no charge, downloaded for free on the City website (www.crystalriverfl.org), or mailed upon request at no charge. Respondents who utilize the City website for the documents are advised to check the website regularly for updates and addenda. The contact person is Theresa Krim, 352-795-4216, extension 314 or tkrim@crystalriverfl.org

8. Any submittal failing to conform to these specifications is subject to rejection. The person signing the signature sheet on behalf of the respondent must have the legal authority to bind the respondent to the submitted qualification package and shall be understood to do so. All expenses for providing qualification packages to the City shall be borne by the respondent.

9. SOQs shall be prepared in conformance with the “Format and Content of Statement of Qualifications Submittals” section of the RFQ. One (1) signed original, five (5) photocopies, and one (1) electronic copy on a USB FLASH DRIVE as an Adobe PDF file, version 5 or later.

10. Qualification packages shall be submitted in one sealed package, clearly marked on the outside “Sealed SOQ for Professional Engineering and Legal Services for Southern Sewer Expansion and Indian Waters Septic-to-Sewer Projects, Solicitation No. 20-RFQ-07” and addressed to:

    CITY OF CRYSTAL RIVER
    MIA FINK, CITY CLERK
    123 NW HWY 19
    CRYSTAL RIVER, FL 34428

11. Qualification packages must be received no later than 11:00 a.m. (local time) on June 11, 2020. Responses will be publicly opened in City Hall Chambers at 11:05 A.M. on June 11, 2020. Any qualification packages received after the above-noted time will not be accepted under any circumstances. Any uncertainty regarding the time a qualification package is received will be resolved against the Respondent. It shall be the sole responsibility of the Respondent to have the qualifications package delivered to the Crystal River City Hall by U.S. mail, hand delivery,
or any other method available to them. Delay in delivery shall not be the responsibility of the City. A qualifications package received after the deadline shall not be considered and shall be returned unopened. Any request to withdraw a qualifications package must be addressed in writing and must be received by the City prior to the deadline of the submission.

12. The City will receive questions regarding the RFQ only through written inquiries, emailed preferable, directed to Theresa Krim, 352-795-4216, extension 314 or tkrim@crystalriverfl.org Deadline for receipt of written inquiries will be close of business May 28, 2020. Potential Respondents shall not contact City staff (with the exception of the aforementioned) or other City consultants or City Council for information regarding this RFQ before the project award date.

13. The City reserves the right to accept or reject any or all SOQs, to waive formalities, technicalities or irregularities, to request clarification of information submitted in any SOQ, or to re-advertise a new RFQ. The City Council shall be the final authority in the selection process.

14. Evaluations of SOQs and selection of consultant(s) will be performed as described in Section III – CONSULTANT SELECTION PROCESS.

15. The anticipated schedule of activities related to this RFQ is as follows:

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<tr>
<th>Activity</th>
<th>Date</th>
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<tr>
<td>RFQ Advertisement</td>
<td>April 26, 2020</td>
</tr>
<tr>
<td>Last Day for Questions</td>
<td>May 28, 2020 at 5:00 p.m.</td>
</tr>
<tr>
<td>SOQ Submittal Deadline</td>
<td>June 11, 2020 at 11:00 a.m.</td>
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<tr>
<td>Public Opening of Responses</td>
<td>June 11, 2020 at 11:05 a.m.</td>
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<td>Public Tally of Individual Score Sheets……</td>
<td>July 2, 2020 at 11:00 a.m.</td>
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<tr>
<td>Award................................................</td>
<td>July 13, 2020 at 5:30 p.m.</td>
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Dates are approximate and are subject to change at the City’s discretion.

16. All applicable Federal, State, and Local laws and regulations will apply to any resulting Agreement. The provisions of the Consultant’s Competitive Negotiations Act (Section 287.055, Florida State Statutes) shall apply where applicable.

17. The successful Respondents shall be required to execute an Agreement, in form and content acceptable to the City, indemnifying and holding harmless the City, its officials, officers, employees, and agents from all claims.

18. CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME): A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on an award to provide any goods or services to a public entity, may not submit a proposal on an award with a public entity for the construction or repair of a public
building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under an award with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. [See Florida State Statute 287.133 (2) (a)]

19. **FLORIDA PUBLIC RECORDS LAW:** In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Respondents should be aware that the proposal and the responses thereto are in the public domain and are available for public inspection. Respondents are requested, however, to identify specifically any information contained in their proposal which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All proposals received in response to this request of proposal become the property of the City of Crystal River and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City.

20. **Conflict of Interest/Non-Collusion Certification:**

The Respondent declares by submission of a qualification package that the only persons, or parties interested in their bid are those named herein, that this bid is, in all respects, fair and without fraud and that it is made without collusion with any other vendor or official of the City of Crystal River.

The Respondent certifies that no City Council member, other City Official or City employee directly or indirectly owns assets or capital stock of the bidding entity, nor will directly or indirectly benefit by the profits or emoluments of this proposal. (For purposes of this paragraph, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.)

The Respondent certifies that no member of the entity’s ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, the Respondent agrees to immediately notify the City in writing.

21. **Insurance Terms and Conditions:**

The successful respondent shall be required to provide evidence of both General (Public & Property) Liability and Professional (Design Errors and Omissions) Liability Insurance in the form of a certificate of insurance issued on behalf of the City of Crystal River and naming the City as an additional insured, by companies acceptable to the City at the minimum limits and coverages listed below with deductible amounts acceptable to the City. The selected consultant
shall not commence any work in connection with an Agreement until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the consultant allow any subconsultant to commence work on a subcontract until all similar insurance required of the subconsultant has been so obtained and approved. Policies other than Workers’ Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of Florida which maintain a Best’s Rating of “A” or better and a Financial Size Category of “VII” or better according to the A.M. Best Company. Policies for Workers’ Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

a. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the General Consultant and/or subconsultant providing such insurance.

b. Workers’ Compensation Insurance: The Consultant shall obtain during the life of this Agreement, Worker’s Compensation Insurance with Employer’s Liability Limits of $500,000/$500,000/$500,000 for all the Consultant’s employees connected with the work of this project and, in the event any work is sublet, the Consultant shall require the subconsultant similarly to provide Workers’ Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by the Consultant. Such insurance shall comply fully with the Florida Workers’ Compensation Law. In case any class of employees engaged in hazardous work under this contract for the City is not protected under the Workers’ Compensation statute, the Consultant shall provide, and cause each subconsultant to provide adequate insurance, satisfactory to the City, for the protection of the Consultant’s employees not otherwise protected. Include Waiver of Subrogation in favor of the City of Crystal River.

c. Consultant’s Public Liability and Property Damage Insurance: The Consultant shall obtain during the life of this Agreement COMMERCIAL AUTOMOBILE COVERAGE, this policy should name the City of Crystal River as an additional insured, and shall protect the Consultant and the City from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant, and the amounts of such insurance shall be the minimum limits as follows:

d. Automobile Bodily Injury Liability & Property Damage Liability
   • $1,000,000 Combined single limit per occurrence (each person, each accident)
   • Liability coverage will include hired & non-owned automobile liability
   • Include Waiver of Subrogation in favor of The City of Crystal River
e. Comprehensive General Liability (Occurrence Form) - This policy should name the City of Crystal River as an additional insured and should indicate that the insurance of the Consultant is primary and non-contributory.
   - $2,000,000 GENERAL AGGREGATE
   - $1,000,000 PER OCCURRENCE; PERSONAL & ADVERTISING INJURY
   - Include Waiver of Subrogation in favor of the City of Crystal River

f. Subconsultant’s Comprehensive General Liability, Automobile Liability and Worker’s Compensation Insurance: The Consultant shall require each subconsultant to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of these subconsultants in the Consultant’s policy, as specified above.

g. Professional Liability (Errors and Omission Insurance)
   - $1,000,000 PER OCCURRENCE; $1,000,000 AGGREGATE

h. Certificates of Insurance: Certificate of Insurance Form, naming the City of Crystal River as an additional insured will be furnished by the Consultant upon notice of award. These shall be completed by the authorized Resident Agent and returned to the Department of Public Works. This certificate shall be dated and show:
   - The name of the Insured consultant, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.
   - Statement that the Insurer shall mail notice to the Owner at least thirty (30) days prior to any material changes in provisions or cancellation of the policy, except ten (10) days written notice of cancellation for non-payment of premium.

II FORMAT AND CONTENT OF SOQ SUBMITTALS

SOQ submittals must be no more than 50 pages, single sided, exclusive of front and back cover and section dividers and organized in the following format and include the following content:

- Cover Letter
- Qualifications and Management Approach
  - List of firm’s key team members, their certifications/qualifications/resumes, and their role in providing the desired City services.
  - List of firm’s other current or recently successfully completed similar services within the past five (5) years with other public or private agencies which illustrates the experience of the firm.
• List of at least three (3) client references to include organization name, contact person, telephone number(s), and e-mail address.
• Provide a project staff organization chart for the primary team to be assigned.
• Current and projected workload of the Firm, provide project and client names and project design commencement and projected design completion dates, and construction dollar value of the project.

• Experience

Provide a brief description of examples of similar services that have been completed by the Consultant’s team (by individual) in the last five (5) years. Include information on local projects (if any) as well as the following information with each project description:

• Description of client
• Description of services provided
• Total value of services provided
• Project start date
• Project completion date (actual or projected)
• Budget and schedule performance
• Client’s name, phone number, and address

• Office Location/Other

• List the location of primary office which would service the City.
• Receipt of any addenda issued.
• Identify whether a certified minority business enterprise.
• Provide a summary of any litigation, claim(s), bid or contract dispute(s) filed by or against the Firm in the past five (5) years which is related to the services that the Firm provides in the regular course of business. If none, state so.
III CONSULTANT SELECTION PROCESS

Evaluation of RFQ submittals: A selection committee comprised of City of Crystal River staff members will conduct an evaluation of the SOQs. Respondents may be requested to make an oral presentation. The City desires to contract with single firm and intends to evaluate and rank the responses based on the following (which totals 100 possible points):

i. Firm Qualifications 30 points
ii. Past performance/References 25 points
iii. Personnel Proposed: Qualifications/Workload/Technical strength 25 points
iv. Office proximity/Experience/Local knowledge 15 points
v. Completeness of Response 5 points