

Request for Qualifications

PROFESSIONAL SERVICES FOR WATER QUALITY IMPROVEMENT PLAN FOR LAKE RESTORATION AND GREEN STORMWATER INFRASTRUCTURE AT EAST LAKE PARK CONTRACT # S-15-016

City of Chattanooga, Tennessee

February 2016



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Section 1- Introduction

1.1 GENERAL

One of the missions of the City of Chattanooga Water Quality Program is a commitment to the fundamental spirit of the Clean Water Act by developing a variety of programs to effectively address water quality issues within the city limits. As part of the commitment, the City perseveres to achieve 100% compliance with applicable Federal and State clean water laws and regulations in order to maintain and improve the condition and flow of the storm water infrastructure and to address any existing or anticipated problem areas.

Background

East Lake Park is cited as the first park in Chattanooga, and has over the years served as a zoo, a greenhouse for City properties, and an urban fishing location. The park has a rich pictorial history and the park and central point lake continue to be used by the community today. The lake is approximately 1 $\frac{3}{4}$ acres in size and is fed by natural spring water from Missionary Ridge. Over the years, efforts have been made to revitalize the lake with various partnerships for fish stocking, most recently in 1996. However, large amounts of sediment and likely duck feces in the lake cause algae bloom and vegetation overgrowth that currently result in poor water quality and clarity. As a result, the aquatic life and aesthetic value of the lake are diminished.

Goal

The City of Chattanooga Water Quality Program in coordination with Public Works Department - Parks Division intends to implement a water quality improvement project at East Lake Park. The goal of this project is to reduce adverse stormwater runoff impacts to Chattanooga Creek, improve stormwater quality and provide an inviting, safe public park for community and student interaction and education.

1.2 OPERATIONAL SUMMARY

The City of Chattanooga is seeking one or more qualified vendors to enter into contracts to provide a **Water Quality Improvement Plan for Lake Restoration and Green Infrastructure at East Lake Park**. The estimated length of time for these contracts is one (1) year, with specific services to be provided upon the issuance of task orders after agreed-upon costs for services. Deliverable services to include:

Planning and Design Phase:

- Water Quality Improvement Plan for the Lake – includes assessing current conditions and development of corrective actions for remediation.
- Conceptual Design of Water Quality Features – to include restoration of lake while providing options of most economical approaches for sediment removal. Sediment core testing to determine if soil can be amended and/or proper disposal without major side effects. Alternative conceptual designs should be evaluated and the preferred concept agreed upon with City of Chattanooga staff prior to proceeding with possible final design.

- Design work for the lake structural features - includes various options for controlling future sediment and vegetation, associated water quality issues and desired aesthetic value. All design work must meet City of Chattanooga stormwater management and maintenance standards.
- Bid Management for Lake remediation (dredging) work – to include oversight of contractor bidding for lake restoration process and for optional construction management of shoreline. Specifics to include sequencing, methodology, and procedures for transport of dredged material and dewatered dredged material. Alternative designs should be evaluated and the preferred design agreed upon with City of Chattanooga staff prior to proceeding with possible final design.

Implementation Phase:

- Construction Management – supervision of day to day construction for removal of lake sedimentation by method agreed upon with City of Chattanooga staff based on recommendations.
- Long Term Management Plan

1.3 PURPOSE OF RFQ

The City of Chattanooga is tasked with safeguarding visitors, its citizens, businesses and infrastructure. Along with the invaluable services provided by other departments, the Public Works Department provides important services toward these goals. The Water Quality Program manages the surface water quality within the city limits. This includes both stormwater and all urban pollution that can enter our streams. As the department incorporates new technologies to improve the water quality of the streams and waterways, it frequently seeks to hire consultants to perform specific tasks as defined in each Request for Qualifications.

To this end, the City is soliciting Statement of Qualifications (SOQs) from highly qualified and experienced engineering and/or ecology firms for the purpose of negotiating an Agreement for Professional Services for **Water Quality Design and Planning for Lake Restoration and Green Stormwater Infrastructure at East Lake Park**. This project is intended to result in the conceptual design and planning of Water Quality Green Stormwater Infrastructure and Lake Restoration improvements at East Lake Park.

Some additional project components may include:

- Green Stormwater Design – includes locations and designs for Green Infrastructure stormwater treatment. All design work must meet City of Chattanooga stormwater management standards. Alternative designs should be evaluated and the preferred design agreed upon with City of Chattanooga staff prior to proceeding with possible final design.
- Community Outreach & Public Involvement - a public outreach effort will be necessary to ensure the cooperation of stakeholders, especially the East Lake neighborhood. Participating in and providing materials for presentations to elected officials and the general public may also be expected.
- Constructability – evaluate related road, site improvement, and mitigation necessary to accomplish the aforementioned tasks to conform to existing city standards. Construction Management will be by City of Chattanooga staff. Appraisal and negotiations will also be by the City.

- Fish and Vegetation Management Plan – provide a detailed maintenance plan to improve lake habitat for annual stocking and control of new vegetation.

The overall objective of this RFQ process is to develop a list of qualified firms/consultants who are capable of performing high quality work, both for tasks limited in scope with shorter time frames and for individual larger projects requiring a fully-scoped work product.



Figure 1.1 – Aerial Map

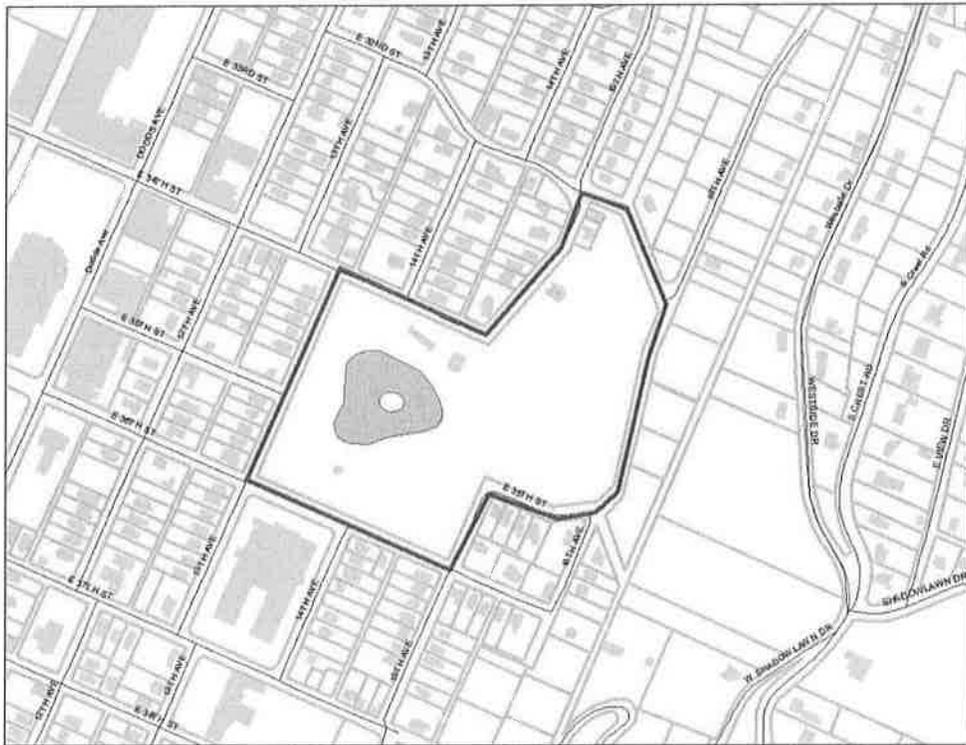


Figure 1.2 – Location Map

Section 2- SOQ Instructions

2.1 GENERAL

Ten (10) bound copies, one (1) unbound original copy, and an electronic copy in Word format of the SOQ shall be submitted. The SOQ should be limited to the content requested in this RFQ.

All SOQs shall be submitted in a sealed envelope or box marked **“Water Quality Design and Planning for Lake Restoration and Green Stormwater Infrastructure at East Lake Park.”** The original and copies of the SOQ shall be indexed with tabs for each section of the RFQ.

All SOQs shall be submitted no later than **4:00PM EDT, on Friday, March 25, 2016**, to the attention of:

City of Chattanooga
Purchasing Department
101 E. 11th Street, Suite G13
Chattanooga, TN 37402
Phone: (423) 643-7230
FAX: (423) 643-7244

NOTE: *SOQs shall address only the information requested in the RFQ. The City is not interested in “fluff or filler.” It is interested in the resumes of the people that will be working on the project and descriptions of similar projects on which they have worked on singularly or together. Resumes of others who will not be working on the project or project descriptions that are not recent or not relevant to the RFQ should not be included.*

2.2 SOQ WITHDRAWAL PROCEDURE

SOQs may be withdrawn up until the date and time set above for opening of SOQs. Any SOQ not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 90 days to provide the services set forth in the SOQ or until one of the SOQs has been accepted and a contract has been executed between the City and the successful SOQ submitter.

2.3 RESERVATION OF CITY RIGHTS

- a. The City reserves the right to request clarification of information submitted and to request additional information of one (1) or more SOQs.
- b. The City reserves the right to negotiate the Agreement/Contract(s) for Professional Services for the **Water Quality Design and Planning for Lake Restoration and Green Stormwater Infrastructure at East Lake Park** with the next most qualified finalist if the successful finalist does not execute an Agreement/Contract within seven (7) days after submission of an agreement to such offer.
- c. The City reserves the right to negotiate all elements of work that comprise the selected SOQ.
- d. The City reserves the right, after opening the SOQs or at any other point during the selection process, to reject any or all SOQs, modify or postpone the proposed project,

evaluate any alternatives offered or accept the SOQ that, in the City's sole judgment, is in its best interest.

- e. The City reserves the right to terminate the Agreement if the Consultant/Contractor fails to commence the work described herein upon giving the Consultant/Contractor a 30 (thirty) day written Notice of Award.

2.4 PRE- SOQ SUBMITTAL MEETING

For this project, the City will not hold a Pre-SOQ Meeting. The City will respond, in writing, to all written questions or requests for clarification posed by submitting firms during the specified question and answer period. Written answers to all questions will be distributed to ALL responders to the RFQ.

2.5 FACILITY VISIT

Upon award of the project, employees of the selected firm can conduct facility visits at the firm's discretion. All applicable safety requirements must be adhered to through the site visits.

2.6 REQUESTS FOR INFORMATION

Requests for information or clarification must be directed in writing to the City by **4:00 p.m. EST, on Friday, March 11, 2016**. The requests will be addressed to the fullest extent possible by the City in writing and sent to each responder to the RFQ by **4:00 p.m. EDT, on Friday, March 18, 2016**. After that time, no further requests for information will be received or responded to.

Requests for information or clarification shall be sent to:

City of Chattanooga
bidinfo@chattanooga.gov
Purchasing Department
101 E. 11th Street, Suite G13
Chattanooga, TN 37402
Phone: (423) 643-7230
FAX: (423) 643-7244

The City specifically requests that any contact concerning this RFQ be made exclusively with Debbie Talley, or her designee, until selection has been completed. Failure to honor this request will be negatively viewed in the selection process.

2.7 AFFIRMATIVE ACTION PLAN

The City is an equal opportunity employer and during the performance of this Contract, the Consultant/Contractor agrees to abide by the equal opportunity goals of the City of Chattanooga as follows:

1. The Consultant/Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Consultant/Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Consultant/Contractor agrees to post in

conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Consultant/Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant/Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
3. The Consultant/Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representatives of the Consultant/Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. In all construction contracts or subcontracts in excess of \$10,000 to be performed for the City, any Consultant/Contractor and/or subcontractor is further required to file in duplicate within ten (10) days of being notified that it is the lowest responsible bidder, an affirmative action plan with the EEO Director of the City of Chattanooga. This plan shall state the Consultant/Contractor's goals for minority and women utilization as a percentage of the work force on this project.
5. This plan, or any attachments thereto, shall further provide a list of all employees annotated by job function, race, and sex who are expected to be utilized on this project. This Plan or attachment thereto, shall further describe the methods by which the Consultant/Contractor and/or subcontractor will utilize to make good faith efforts at providing employment opportunities for minorities and women.
6. During the term of this Contract, the Consultant/Contractor upon request of the City will make available for inspection by the City copies of all payroll records, personnel documents, and similar records or documents that may be used to verify the Consultant/Contractor's compliance with these Equal Opportunity provisions.

Section 3 - SOQ Contents

3.1 GENERAL INFORMATION

The SOQ shall provide the following general information:

- A. Identify the name, address, telephone, facsimile numbers, and email address of the Consultant/Contractor, and the principal contact person.
- B. Identify the type of firm or organization (corporation, partnership, joint venture, etc.) and describe the entity that will serve as the contracting party.
- C. Submit a project organization chart of the personnel proposed to be part of the project, as well as their availability (as a percentage of their total time) for the project.
- D. The SOQ shall identify the portions of the work that will be undertaken directly by the Consultant/Contractor and what portions of the work will be subcontracted. At a minimum, SOQs must identify the lead parties that will undertake the various roles for the various phases.
- E. Describe the proposed contractual relationships between the Consultant/Contractor and all major partners and subcontractors relative to the various phases of the project.
- F. Describe the history of the relationships among the Project Team members, including a description of past working relationships.
- G. Provide the history, ownership, organization, and background of the Consultant/Contractor. If the Consultant/Contractor is a joint venture, the required information must be submitted for each member of the joint venture firm. Include the following:
 1. Names of partners, and company officers who own 10 percent or more of the shares;
 2. If the Consultant/Contractor or joint venture is a subsidiary of a parent company, state when the subsidiary was formed and its place in the corporate structure of the parent company. If a subsidiary is newly created for the purposes of responding to this SOQ, the reasons for this action must be fully disclosed; and
 3. Identify any lawsuits or litigation, permit violations, and/or contract disputes for other projects by the Consultant/Contractor.
- H. Provide client references (for both current and past clients) for projects similar to the one described within this RFQ. References to websites of actual projects completed are not required but may be beneficial.

3.2 QUALIFICATIONS AND EXPERIENCE

The Consultant/Contractor shall provide the following regarding technical qualifications and experience dealing with the Professional Services for the project described herein.

A. General Experience:

Provide a summary of the experience of the Consultant/Contractor project team working together for this project or similar projects as applicable to the SOQ. Include current work assignments and available capacity to perform the specific City Project. Please include any and all work for the City since July 1, 2010. Please limit it to one (1) page. City will request additional information if warranted.

B. Project Team Members Experience:

Provide resumes of the three (3) key members Consultant/Contractor's project team including the project manager and all key technical personnel that are to be used for the Conceptual Design and Planning Retrofit Project or similar survey and analysis projects as applicable to the SOQ. Resumes should include information on professional registrations and certifications of each team member. Please limit it to one (1) page per team member. The City will request additional information if warranted.

C. Previous Experience with Similar Projects:

Provide a list of the most recent related work or similar type project(s) and professional service projects that the Consultant Project Team has worked on together or singularly. These projects should reflect ecological assessments, lake survey, modeling and engineering reconnaissance for watersheds, conveyances and stormwater structures.

Include name of each project, description of each project, location of each project, dates and times work was performed, name of Project Manager, Project Team Members involved; and name, address and phone number of owner and/or contact person familiar with the project. Please limit it to one (1) page per project. City will request additional information if warranted.

3.3 PROPOSAL SCOPE OF WORK

A. General Scope of Work

- 1 The Consultant/Contractor shall describe in detail its overall approach that will be used by its project team to perform the scope of work described herein for the Professional Services for **Water Quality Design and Planning for Lake Restoration and Green Stormwater Infrastructure at East Lake Park.**
- 2 The Consultant/Contractor shall provide all labor, benefits, equipment, materials, fuel, utilities, insurance, out-of-pocket expenses, and other related services required in connection with the Professional Services for its overall approach that will be used by its project team to perform the scope of work described herein.
- 3 The Consultant/Contractor shall obtain all necessary permits and approvals from all federal, state, and local regulatory agencies related to the Professional Services for the project. Copies of required permits and approvals shall be furnished to the City.
- 4 The Consultant/Contractor shall provide and submit reports and certifications as required by all applicable Federal, State and/or Local regulations in regards to the project. All required reports shall be furnished to the City in a timely manner.
- 5 The Consultant/Contractor shall conduct the work for the Professional Services for the project in compliance with all applicable federal, state, and local laws, regulations, permits, and approvals.
- 6 The Consultant/Contractor shall provide adequate supervision and technical and managerial oversight of the Consultant/Contractor's employees, subcontractors, and agents.

B. Specific Scope of Work

- 1 Project scope will include project administration, survey, design and construction oversight related to dredging, removing and rebuilding the inlet structures, design of outlet structure of the principal spillway, restoring function and native species

composition of a proposed wetland, enhancing in-lake fish habitat, and improving usability of the park and lake.

- 2 Interested firms must demonstrate experience in ecological assessments and lake restoration for the purpose of water quality.
- 3 Additional Scope of Service requirements and details may be included or developed during contract negotiations with the top-ranked proposers. The Consultant will be required to attend and support meetings with City staff as necessary to report project status, review plans and make field investigations and critical decisions. The Consultant may also be required to attend/address public meetings or presentations to boards, committees, and/or City Council as deemed necessary by the City.
- 4 Other Duties: The Consultant/Contractor may be asked to participate and assist with organization of related kick-off meetings, regular progress meetings, regulatory agency meetings, workshops, and site visits as needed during the course of the project.

3.4 CITY SUPPLIED SERVICES

The City will provide the following as part of the project:

- A. The City will provide a project manager as the single point of contact, who will be the responsible party for the City.
- B. The City will provide the Consultant access to all City records that will assist in this project including existing preferred models and stormwater structure descriptions, locations and assessments.
- C. **The City will perform preliminary and final site design drawings for potential green infrastructure practices identified in the Conceptual Plan.**

3.5 FINANCIAL RESOURCES

The Consultant/Contractor shall provide documentation that the firm is of sound financial standing and have the financial ability to work in the capacity of CEI Services.

3.6 TERMS AND CONDITIONS

The terms and conditions shall be those addressed in the City standard engineering contract/agreement unless otherwise listed below.

http://www.chattanooga.gov/Public_Works/70_SOPs.htm

- A. Except for information and data protected under law as confidential, all reports, permits, applications, etc. filed in connection with the work will be available for public inspection.
- B. All records and documentation pertaining to the Consultant/Contractor shall be maintained for a period of five (5) years following expiration or termination of the Agreement.
- C. Audit Provisions
 1. The City or its assignee may audit all financial and related records (including digital) associated with the terms of the Contract or Agreement including timesheets, reimbursable out of pocket expenses, materials, goods, and/or equipment claimed by the Consultant/Contractor. The City may further audit any Consultant/Contractor records to conduct performance audits (to identify waste and abuse or to determine

efficiency and effectiveness of the Contract or Agreement) or to identify conflicts of interest.

2. The Consultant/Contractor shall at all times during the term of the Contract or Agreement and for a period of five (5) years after the end of the Contract, keep and maintain records of the work performed pursuant to this Contract or Agreement. This shall include proper records of quotations, contracts, correspondence, invoices, vouchers, timesheets, and other documents that support actions taken by the Consultant/Contractor. Documents shall be maintained by the Consultant/Contractor necessary to clearly reflect all work and actions taken. All such records shall be maintained in accordance with generally accepted accounting principles. The Consultant/Contractor shall at its own expense make such records available for inspection and audit (including copies and extracts of records as required) by the City at all reasonable times and without prior notice.
3. The obligations of this Section shall be explicitly included in any Subcontracts or Agreements formed between the Consultant/Contractor and any subcontractors or suppliers of goods or services to the extent that those Subcontracts or Agreements relate to fulfillment of the Consultant/Contractor's obligations to the City.
4. Costs of any audits conducted under the authority of this section and not addressed elsewhere will be borne by the City unless the audit identifies significant findings that would benefit the City. The Consultant/Contractor shall reimburse the City for the total costs of an audit that identifies significant findings that would benefit the City.
5. This Section shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the City may have by Federal, State, or Municipal law, whether those rights, powers, or obligations are express or implied.

3.7 ALTERNATE APPROACHES

This RFQ briefly describes the City's current or anticipated approach and deliverables for Design and Planning of East Lake Park project. Consultants are encouraged to prepare their project approach accordingly. However, alternate approaches are welcome, provided the Contractor/Consultant can demonstrate similar or additional benefits to the City. Alternate approaches may be mentioned briefly in the Contractor/Consultant's submittal; however, detailed consideration of alternate approaches should be deferred to workshops that Contractor/Consultant may propose as part of the Project Management task.

3.8 LENGTH OF CONTRACT

The length of the Contract shall not exceed one (1) year unless otherwise approved by the City.

Section 4 - Review and Evaluation of SOQs

4.1 REVIEW COMMITTEE

A review committee consisting of individuals selected by the City shall receive and review all SOQs submitted. The City, in its sole judgment, shall decide if an SOQ is viable.

4.2 FORMAL PRESENTATIONS

After reviewing each SOQ submittal, the City may prepare a short list of up to three (3) qualified firms for formal presentations. The City reserves the right to invite more or less than this number if the quality of the SOQs so merits, or not to prepare a short list and require formal presentations.

4.3 SELECTION CRITERIA

Selection of Consultant/Contractor(s) for contract/agreement negotiations and/or formal presentations will be based on an objective evaluation of the following criteria:

A. General

1. Proposal and/or SOQ properly interpret the Request for Qualifications.
2. Proposal and/or SOQ contain no technical errors.
3. Proposal and/or SOQ contain no discrepancies, omissions, ambiguous, and/or misleading statements.

B. Problem Statement and Background Summary.

1. Proposal and/or SOQ demonstrate good understanding of the problem.

C. Proposal Plan (Objectives and Tasks)

1. Proposal and/or SOQ cite specific tasks clearly.
2. Difficult areas are identified and details for overcoming them are given.
3. Proposal and/or SOQ represent a novel idea or technical approach that is worth considering.

D. Products and Implementation

1. Proposal and/or SOQ clearly define products to be delivered at phase/project completion. SOQ includes a practical, realistic implementation plan, and schedule, showing a familiarity with City procedures and policies, as well as demonstrated ability to meet budgets and schedules without compromising sound engineering practice for similar projects.

E. Staffing and Facilities

1. Availability of personnel is clearly defined.
2. Proposal and/or SOQ show a depth of qualified personnel.
3. Personal qualifications and education are directly related to the project requirements.
4. Key personnel have direct experience and accomplishments with this type of project.
5. Proposal and/or SOQ show ability to manage a project of this size.
6. Proposal and/or SOQ include plans for specific key personnel assignment.
7. Project does not depend excessively on Sub consultants/Subcontractors or recruited personnel.
8. Submitter's location will not hinder project completion.
9. Sub consultants/subcontractor's location will not hinder project completion.

F. City Involvement

1. City involvement is clearly described and quantified.

2. City involvement is not excessive.

G. Submitter's Record of Past Accomplishments for the City

1. Submitter satisfactorily completed past projects.
2. Submitter met scheduled commitments.
3. Submitter was cooperative and flexible.

H. Other factors approved by the City Engineer.

I. Evaluation proceedings shall be conducted within the established guidelines regarding equal employment opportunity and discriminatory action based upon the grounds of race, color, sex, religion, or national origin.

4.4 SELECTION OF FINALIST

After the review of the SOQs by the Review Committee and possibly formal presentations, the City may, at its sole option, elect to reject all SOQs or elect to pursue the Project further. In the event that the City decides to pursue the Project further, the City will select the highest ranked finalist(s) to negotiate an Agreement.