



## LEGAL NOTICE

### **REQUEST FOR PROPOSALS FOR CONSULTANT ENGINEERING SERVICES FOR DOWNTOWN HYDROLOGIC & HYDRAULIC STUDY**

The Town of Smyrna will accept Requests for Proposals (RFPs) for consultant engineering services to provide Hydrologic and Hydraulic Engineering services related to the analysis of existing hydrologic and hydraulic conditions within the Downtown Smyrna areas. Interested and qualified engineering firms shall submit sealed proposals in the format specified in the Request for Proposals no later than **2:30 p.m. November 29, 2016** at which time proposals will be publicly opened and read aloud. RFP documents may be obtained at Smyrna Town Hall during regular business hours or the Town's web site at [www.townofsmyrna.org](http://www.townofsmyrna.org). RFPs should be mailed or hand delivered to:

Rex S. Gaither  
Smyrna Town Hall  
**Sealed RFP for Hydrologic & Hydraulic Study**  
**November 29, 2016 @ 2:30 p.m.**  
315 South Lowry Street  
Smyrna, TN 37167

The Town of Smyrna will not discriminate in the purchase of all goods and services on the basis of race, color, religion, sex, national origin, age, disability, or any other lawfully protected classification.

Verbal RFPs received after the closing date will not be accepted. The Town of Smyrna reserves the right to reject any and all proposals, to waive technicalities or informalities and to accept any RFP deemed to be in the best interest of the Town.

SUBMITTED BY: REX S. GAITHER  
FINANCE DIRECTOR

TO BE RUN: November 4, 2016

**REQUEST FOR PROPOSALS  
FOR CONSULTANT ENGINEERING SERVICES  
FOR DOWNTOWN HYDROLOGIC & HYDRAULIC STUDY**

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**FIGURE 1 – AREA OF INTEREST**

## **SECTION I - GENERAL INFORMATION**

- A. The Town of Smyrna, TN, desires to accept requests for proposal on professional engineering services for the Downtown Hydrologic and Hydraulic Study.

Smyrna Town Hall:  
315 South Lowry Street  
Smyrna, TN 37167

Questions regarding this submittal should be directed to Tom Rose, Director of Public Works at (615) 459-2553 ext. 2163 or [tom.rose@townofsmyrna.org](mailto:tom.rose@townofsmyrna.org).

- B. The Town of Smyrna reserves the right to reject any and all proposals, to waive technicalities or informalities and to accept any proposal deemed to be in the best interest of the Town. No proposal may be withdrawn after the scheduled closing time for a period of 90 days.
- C. The proposer shall abide by and comply with the true intent of the project's scope of services and not take advantage of any unintentional error or omission, but shall fully address the full intent and meaning of each aspect of the scope of services.
- D. Section IV, V and VI shall be completed and included as an integral part of each proposal.
- E. The Town is a tax-exempt organization.
- F. Mail is delivered after 11:00 a.m., Monday through Friday.
- G. The Town of Smyrna, in accordance with Title VI of the Civil Rights Act of 1964 and Title 49, Code of Federal Regulations, hereby notifies all Bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, handicap or national origin in consideration for an award.
- H. All costs directly or indirectly related to preparation of a response to the Request for Proposals or any oral presentation required to supplement and/or clarify the submittal which may be required by the Town of Smyrna shall be the sole responsibility of and shall be borne by the firm submitting the proposal.
- I. Each firm, by submitting its proposal, waives any and all claims for liability against the Town of Smyrna as to loss, injury, costs, or expenses which may be incurred as a consequence of its response to this document.
- J. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106 Iran Divestment Act. [https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List\\_of\\_persons\\_pursuant\\_to\\_Tenn.\\_Code\\_Ann.\\_12-12-106,\\_Iran\\_Divestment\\_Act-July.pdf](https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf)

## **SECTION II – PROJECT OVERVIEW**

The Town is soliciting proposals from the engineering consulting community to provide hydrologic and hydraulic study, engineering review, assistance with Council Meeting updates, field reconnaissance and secondary measurements, conceptual design, cost analysis, peer reviews and other engineering services as may be necessary for this project. These services will assist the Town in Watershed Evaluation, Storm Water Management Planning, and Implementation of Best Management Practices (BMP). To provide these services, the Respondent must have the following skill set:

- 1) Knowledge and experience in watershed modeling, with thorough knowledge of the rainfall/runoff processes and dynamic routing computations.
- 2) Familiarity with methods for computing overland flow processes, infiltration, rainfall excess, runoff hydrograph generation, and an understanding of the hydrodynamic equations used in flow routing and the projection of the flood level.
- 3) The ability to review model input parameters and assumptions, and evaluate the simulated results in model and GIS formats. The current licenses for Arc Map along with staff experienced in the software are required.
- 4) The ability to create and review data in the Town's Geographic Information Systems (GIS) format and provide comments.
- 5) The ability to assist Town staff with communication of critical information to the public including assembling the materials and information, setup and coordination of public workshops and peer review meetings.

## **PROJECT DESCRIPTION**

The selected consultant will evaluate all watersheds, subwatersheds, and drainage basins within the Town of Smyrna Downtown and Rotary Soccer Park areas (Area of Interest) and evaluate potential discharge connection points to Harts Branch and Stewart Creek. This Area of Interest encompasses approximately 600 +/- acres and is shown on the enclosed Figure 1. This project will include a Pre-Development and Post-Development hydraulic study based on the existing Rutherford County LiDAR data (1-foot contour intervals); Town of Smyrna archived construction plans and drainage calculations; Town of Smyrna GIS database; field verified existing storm inlets, storm pipes, headwalls, etc.; field investigations; historical aerial photography; *Town of Smyrna, Tennessee Hazelwood Drive and Rotary Park Drainage Basins Stormwater Study*; *Flood Insurance Study Rutherford County, Tennessee*; and various other reports. The selected Consultant will be required to verify all elevations, sizes, inverts, diameters, etc. associated with the existing open and closed storm water conveyance systems within the Area of Interest. The Consultant will also determine if any and all other unidentified storm water conveyance features are located within the Area of Interest.

The selected consultant will utilize the aforementioned data and other necessary data (i.e. SCS Soil Maps, USGS Maps, FEMA Maps, *Flood Insurance Study Rutherford County, Tennessee*, etc.) to evaluate existing storm water runoff rates, swale capacity, inlet capacity, storm pipe capacity, and localized flood elevations based on a variety of hydraulic storm events. The selected consultant will develop optional remediations to alleviate localized flooding issues, conveyance system upsizing, and identify areas of concern. As part of the project, the selected consultant will prepare concept plans and engineering cost opinions to discharge storm water runoff to an existing water body (e.g. Harts Branch, Stewart Creek). Part of this project will include evaluating the water body to show that the storm water discharge will not increase the 100-Year Floodplain either upstream or downstream of the discharge point to the water body.

### **PROJECT DELIVERABLES**

The selected consultant will provide a deliverable, in hardcopy and electronic copy formats, that will include a written synopsis of the project; drainage basin maps that include watershed, subwatersheds, drainage basins, time of concentration lines, and soil types and drainage calculations that include, weighted CN calculations, time of concentration calculations, and Pre- and Post-Developed hydraulic models based on the 2, 5, 10, 25, 50, 100 and 500 Year Frequency and 8 minute, 10 minute, 15 minute, 30 minute, 60 minute, 2 hour, 4 hour, 8 hour, 24 hour, 72 hour, and 240 hour Duration. The deliverable will include conceptual designs sufficient to support the recommended localized flooding remediation and provide an engineering cost opinion for each remediation.

### **SECTION III - SCOPE OF WORK**

The scope of work for this assignment will vary according to the specific requirements of the Town. The Town anticipates assignments for hydrologic and hydraulic engineering analysis, GIS and engineering reviews, assistance with open houses, field reconnaissance and secondary measurements, cost analysis, and peer reviews during performance of one or more of the following:

- 1) Project Meetings
  - a. Initial project development meeting.
  - b. Project update meetings as needed.
  - c. Final project meeting to discuss the deliverable.
- 2) Watershed Evaluation – A systematic acquisition of generic watershed features and their assessment to gain an understanding of the complexity of the watersheds, subwatersheds, and drainage basins. The watershed evaluation will include, but is not limited to the following:
  - a. Assembly of existing topographic and watershed feature data;
  - b. Initial evaluation of topographic and watershed feature data and processing of generic features to provide initial catchments and surface connectivity;
  - c. Evaluation of the topographic data, identification of issues such as missing data and the incorporation of data from various sources;
  - d. Evaluation of historical aerial photography;
  - e. Public notification of property owners to solicit historical information and request their involvement in the project;
  - f. Pre-field reconnaissance evaluation and field acquisition approach and methods development;
  - g. Field reconnaissance and acquisition;
  - h. Acquisition of existing topographic information using aerial or terrestrial LiDAR acquisition;
  - i. Processing to develop final generic catchments and connectivity;
  - j. Set-up preliminary model features;
  - k. Surface water resource assessment analysis approach;
  - l. Project management and quality assurance/control; and
  - m. Final approved deliverables for the Watershed Evaluation.
- 3) Watershed Management Plan – Development of a Watershed Management Plan consists of several tasks related to the management of surface water resources. The Watershed Management Plan will include, but is not limited to the following:
  - a. Watershed model parameterization;
  - b. Interim preliminary model review;
  - c. Floodplain analysis;
  - d. Peer review;

- e. Floodplain analysis;
  - f. Best Management Practices (BMP) alternative analysis;
  - g. Project management and quality assurance/control;
  - h. Final approved deliverables for the Watershed Management Plan;
- 4) Implementation of Best Management Practices – A plan for the implementation of BMPs is developed as part of the BMP alternative analysis completed for the Watershed Management Plan. The implementation plan includes recommended stormwater management infrastructure improvements to specific areas, and consists of conceptual designs and engineering cost opinions.

### **PERFORMANCE SCHEDULE**

Work issued under this RFP must be completed according to the performance schedule negotiated for the assignment, with all work to be completed within four (4) months of contract execution.

## **SECTION IV - PROPOSAL FORMAT**

### **GENERAL INFORMATION**

This section is designed to focus the RFP responses to the areas of greatest interest to the Town. This format will give respondents a better understanding of the Town's expectations and will allow pertinent qualification items to be readily identified. All proposals will be submitted on 8.5" x 11" paper, printed on the front side only, with sections and pages clearly numbered. Text will be single-spaced using 12-point font, except for headers, footers, tables, graphs and charts. All information furnished must be legible. Respondents shall submit three (3) hardcopies and (1) electronic version of proposal.

### **ORGANIZATIONAL PROFILE AND QUALIFICATIONS**

A maximum of twelve (12) pages are allowed for this section.

Ability to furnish the required services – This section of the proposal must include a profile of the Respondent's firm (include Sub-Respondent if applicable) that demonstrates the "Prime" Respondent's ability to furnish the required services. The profile will include information that demonstrates that the organization has the necessary equipment, water resources software, specialty GIS processing products, and personnel available to perform the services in a timely manner. Provide an organizational chart of the company and the water resources department.

Sub-respondent/Sub-contractor usage must be identified in the organization chart. A description of the tasks that will be performed by Sub-Respondent/subcontractor(s) (i.e., surveys, and topographic information, etc.) must be provided along with the names of their key personnel. Up to four (4) pages may be used for this section.

Provide a list of water resource software and GIS processing products available to the project team. Discuss the allocation of these items to staff.

Provide a chart showing recent, current and projected workload for the project team, which demonstrates that staff, and resources will be available to perform future assignments.

Provide a statement of commitment from the Respondent's senior management to furnish staff and resources throughout the entirety of the project.

Performance history on similar projects - This section of the proposal must include information about past projects that demonstrate qualifications to perform the service requested herein. Provide a table containing a list of watershed management projects completed in Tennessee within the last 5 years. Provide a contact name, address, telephone number and email address, a description of the project and the services performed by the Respondent, original and final

project cost, man-hours, and date when work was initiated and completed. Designate three (3) references from among all the projects listed.

Technical writing experience – Demonstrate experience with technical document preparation.

Licensure - The following information to verify that the Respondent's business and engineers, and any other engineers working on this project, are licensed to provide engineering services in the State of Tennessee:

Name(s) and Tennessee professional engineer (P.E.) license number(s) of the engineer(s) working on the Project.

## **TECHNICAL AND MANAGEMENT APPROACH**

This section should be no more than 2 pages maximum.

Project goals and objective clearly understood - This section of the proposal must present the Respondents understanding of goals and objectives of the project.

Project management, quality control and assurance, and communications - This section of the proposal must include a description of how the respondent proposes to manage projects, provide quality control and assurance procedures, and communication.

## **RESUMES**

Provide resumes, no more than three (3) pages per individual, demonstrating their qualifications. These resumes will provide an overview of the person's experience. The Respondent is to provide resumes of persons expected to be active members of the project team assembled to perform an assignment. Do not include resumes of staff members who will not be working on this project.

## **INQUIRIES/INTENT TO PROPOSE**

All requests for clarification or questions regarding this RFP should be directed to:

Mr. Tom Rose  
Director of Public Works  
Smyrna Town Hall  
315 South Lowry Street  
Smyrna, TN 37167  
Phone: (615) 459-2553 ext. 2163  
[tom.rose@townofsmyrna.org](mailto:tom.rose@townofsmyrna.org)

The deadline for clarifications or questions is midnight on November 18, 2016. Any correspondence related to the Request for Proposals should refer to the appropriate Request for Proposals number, page and paragraph number.

All firms that wish to respond must submit an “Intent to Propose” e-mail to Tom Rose by November 10, 2016. Tom will confirm receipt of email.

Clarifications will be sent by e-mail to all firms submitting an “intent to propose” by November 22, 2016.

- |             |   |
|-------------|---|
| November 10 | – Mandatory “Intent to Propose” e-mails due             |
| November 18 | – Deadline for clarification or questions               |
| November 22 | – Clarifications e-mailed to firms intending to propose |
| November 29 | – RFPs due  |

## **INSURANCE REQUIREMENTS**

The Engineer/Engineering Firm shall purchase and maintain for the duration of the contract insurance policies on the terms outlined below.

### **A. MINIMUM SCOPE AND LIMITS OF INSURANCE**

#### **1. Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Tennessee. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee.

#### **2. Commercial General Liability**

Commercial General Liability insurance shall have a minimum limit per occurrence of \$3,000,000 and a minimum general aggregate of \$5,000,000. These limits may be met by a combination of primary and excess coverage.

#### **3. Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

#### **4. Professional E & O Liability**

Professional E & O Liability shall have a minimum policy limit of \$3,000,000. If the insurance is written on a claims-made form, it shall continue for five (5) years following the completion of the expansion.

### **B. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to the Town of Smyrna. The Engineering Firm shall be responsible for all deductibles and self-insured retentions.

### **C. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
  - a. The Town, its elected and appointed officials, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Firm.
  - b. The Firm's insurance shall be primary as respects the Town, its elected and appointed officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Town of Smyrna shall be excess and non-contributory of the Firm's insurance.
  
2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Town, its elected and appointed officials, agents, employees and volunteers for losses arising from work performed by the Firm for the Town of Smyrna.
  
3. All Coverages
  - a. Coverage shall not be canceled, suspended, or voided by either party (the Firm or the insurer) or reduced in coverage or in limits.
  
  - b. Neither the acceptance of the completed work nor the payment thereof shall release the Firm from the obligations of the insurance requirements or indemnification agreement.
  
  - c. The insurance companies issuing the policies shall have no recourse against the Town of Smyrna for payment of premiums or for assessments under any form of the policies.
  
  - d. Any failure of the Firm to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its elected and appointed officials, agents, employees and volunteers.

### **D. ACCEPTABILITY OF INSURERS**

All required insurance shall be provided by a company or companies licensed to conduct business in the State of Tennessee.

### **E. VERIFICATION OF COVERAGE**

The Firm shall furnish the Town with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Town before work commences and upon any contract renewal thereafter.

Upon failure of the Firm to furnish, deliver and maintain such insurance as requested, this contract, at the election of the Town, may be suspended, discontinued or terminated. Failure of the Firm to purchase and/or maintain any required insurance shall not relieve the Firm from any liability or indemnification under the contract.

The Town reserves the right to review a certified copy of the policy, the declarations page and any endorsements.

**F. SUBCONTRACTORS**

The Firm shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Town of Smyrna reserves the right to request copies of subcontractor's Certificates at any time.

**G. WORKERS' COMPENSATION INDEMNITY**

In the event the Firm is not required to provide or is exempt from providing workers' compensation coverage, the parties hereby agree that the Firm, its owners, agents and employees will have no cause of action against, and will not assert a claim against the Town of Smyrna, its elected and appointed officials, agents, employees and volunteers, under any circumstances. The parties also hereby agree that the Town of Smyrna, its elected and appointed officials, agents, employees and volunteers shall in no circumstance be, or considered as, the employer or statutory employer of the Firm, its owners, agents and employees. The parties further agree that Firm is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. The Firm hereby agrees to protect, defend, indemnify and hold the Town of Smyrna, its elected and appointed officials, agents, employees and volunteers harmless from any such assertion or claim that may arise from the performance of this contract.

**HOLD HARMLESS AND INDEMNITY REQUIREMENTS:**

The Firm shall indemnify and hold harmless, to the maximum extent permitted by law, the Town of Smyrna and its officers, agents, employees, volunteers, from and against any and all liability, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney's fees, litigation, arbitration, mediation, appeal expenses) which in whole or in part are caused by the negligence, recklessness or intentional wrongful misconduct of the Firm and persons employed by or utilized by the Firm in Firm's performance of this Agreement.

The Firm further agrees to indemnify for claims, loss, damages or expenses attributable to bodily injury, sickness, disease, death, personal injury or property damage caused in whole or in part by the Firm, its subcontractors, officers, agents, volunteers, employees and anyone acting on behalf of the Firm, including anyone directly or indirectly employed or hired by the Firm and anyone for whose acts the Firm may be liable regardless of whether or not it is caused in whole or in part by the negligent act, error, or omission of the Town, its elected and appointed officials, agents, employees and volunteers

Pursuant to Tennessee Attorney General Opinion 93-01, the Town will not indemnify, defend or hold harmless in any fashion the Firm from any claims arising from any failure, regardless of any language in any attachment or other document that the Firm may provide.

**APPLICABLE LAW:**

Any contract resulting from this RFP shall be governed by and construed in Rutherford County under the laws of the State of Tennessee.

## **SECTION V - EVALUATION PROCEDURES**

### **REVIEW OF RESPONSES**

Timely submitted responses will be independently evaluated by three (3) representatives of the Town. Each representative will score each response by the criteria described in the section below.

### **EVALUATION METHOD AND CRITERIA**

Professional firms shall be evaluated on the following criteria. The scores on each factor will then be added to create the total score. The maximum score is 100.

<b><u>Category</u></b>	<b><u>Point Range</u></b>
<b>Past experience in the required disciplines with TDOT, TDEC, and other clients.</b>	<b>0-15</b>
<b>Past experience specific to hydrologic and hydraulic engineering studies.</b>	<b>0-25</b>
<b>Qualification and availability of staff.</b>	<b>0-15</b>
<b>Knowledge and experience in watershed modeling, with thorough knowledge of the rainfall/runoff processes and dynamic routing computations.</b>	<b>0-25</b>
<b>Demonstrated ability to meet schedules without compromising sound engineering practice.</b>	<b>0-10</b>
<b>Evaluations on prior projects with TDOT and other clients, if available.</b>	<b>0-10</b>

### **FINAL SELECTION**

The RFPs will be evaluated by a committee selected from Town of Smyrna staff. The evaluation committee may choose to interview firms. Once the committee has selected the most qualified firm, it will request a fee proposal from that firm. The Town anticipates negotiating a contract with the selected firm at a compensation which the Town determines is fair, competitive, reasonable and within budgetary constraints. The cost of the required services and the scope and complexity of the said services will be considered in making this determination. If a contract cannot be agreed upon with the top ranked proposing firm, the second ranked proposing firm shall be contacted. Similarly, if a contract cannot be negotiated with the second ranked proposing firm, the third ranked proposing firm shall be contacted. Award shall be made to the responsible proposer whose RFP is determined to be in the best interest of the Town. Award for the project work will be made after Town of Smyrna Council approval.

**SECTION VI - SPECIFICATION COMPLIANCE**

Unless otherwise noted, all proposals for the professional engineering service shall be in complete accordance with the specifications detailed herein.

Proposer shall note in the space provided below any exceptions or deviations in any way from the specifications of any section of this RFP. Proposals should provide complete detail of exceptions or deviations.

Section	<u>Proposal Exceptions</u>
Brief Description	
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

By signature below, proposer acknowledges any submittal to be in full compliance with all aspects of each section of the RFP not noted above. The undersigned hereby declares that no person or party other than the undersigned has any interest whatever in this RFP, that it is without any connection or collusion with any person or persons making or having made any RFP for the same work and without any previous understanding with such person or persons as to relative prices, obviating competition, and that it is made in good faith.

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
REPRESENTATIVE NAME & TITLE

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
E-MAIL ADDRESS

Figure 1

Area of Interest

