



**TITLE-SIGNATURE PAGE  
REQUEST FOR QUALIFICATIONS NO. 22-09  
On-Call Professional Engineering Services  
For the Period 2023 to 2025**

The City of Grain Valley is accepting statements of qualifications for on call professional engineering services for the period March 2023 – March 2025 with one (1) optional contract extension if agreed by both the City and the selected firm.

Five (5) Copies  
MUST BE RECEIVED BY: 2:00 P.M. on January 27, 2023

**Please mark your submittal "sealed proposal RFQ # 22-09 ON-CALL PROFESSIONAL ENGINEERING SERVICES" and send or deliver it to:**

**City of Grain Valley  
Attention: Richard J. Tuttle, City Engineer  
711 Main St.  
Grain Valley, Missouri 64029  
(816) 847-6222**

The City reserves the right to reject any and all proposals, to waive technical defects, to select the proposal(s) deemed most advantageous to the City, and to negotiate the fees and service delivery contemplated in this solicitation and in submitted proposals.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below. **Respondent is REQUIRED to complete, sign and return this form with their submittal.**

Company Name		Authorized Person (Print)	
_____		_____	
Address		Signature	
_____		_____	
City/State/Zip		Title	
_____		_____	
Telephone #	Fax #	Date	Tax ID #
_____	_____	_____	_____
E-mail		Entity Type	
_____		_____	

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**PART I****PROJECT**

The City of Grain Valley, Missouri, invites you to submit a proposal and statement of qualifications for on call engineering services for the period March 2023- March 2025 with one (1) optional contract extension if agreed by both the City and the selected firm.

Qualification packages must be received by 2:00 P.M. local time, on January 27, 2023 at City Hall, 711 Main St., Grain Valley, MO 64029.

Proposal documents are available by accessing the City's web site at [www.cityofgrainvalley.org](http://www.cityofgrainvalley.org) or by contacting the City of Grain Valley at 816-847-6220.

The City reserves the right to reject any and all proposals, to waive technical defects in the proposals, to select the proposal deemed most advantageous to the City, and to negotiate the fees and service delivery contemplated in this solicitation and in submitted proposals.

**GENERAL INFORMATION**

The City of Grain Valley, located in eastern Jackson County, Missouri, is a growing, full-service community of approximately 16,000 residents. The City operates under a 4<sup>th</sup> class form of government with six Aldermen and Mayor elected at-large. The City Administrator, appointed by the Board of Aldermen, is the chief executive responsible for the administration of the various departments, the enforcement of all local ordinances, and implementation of policies adopted by the Board of Aldermen.

The city employs approximately 62 full-time employees, 30 part-time employees, and 12 seasonal employees. Employees are paid on a bi-weekly basis. Full-time employees are eligible for various benefit programs, including health, dental, vision, and life insurance. Within the City organization, there is one (1) collective bargaining unit: Fraternal Order of Police West Central Missouri Regional Lodge #50. The City is a member of Midwest Public Risk (MPR), which provides liability insurance and risk management services. MPR also administers the City's workers compensation program.

The City has five (5) departments: Administration, Community Development, Finance, Parks & Recreation and Police. The Administration department is comprised of the City Administrator, Deputy City Administrator, City Clerk, Human Resources Administrator, Public Information Officer, and the Municipal Court Administrator. Community Development includes Planning & Engineering, Building and Code Enforcement, Information Technology, Fleet Maintenance and Public Works Division. Finance Department includes Utility Billing and Accounting. Parks & Recreation includes Park Maintenance, Community Center Management and Recreation.

## PART II

### A. SCOPE OF SERVICES

#### 1 SCOPE OF SERVICES

##### 1.1 Professional Engineering Services

- 1.1.1 General consultation when needed and provide preliminary or final engineering design for projects determined by the City of Grain Valley. Provide plan review services for submitted municipal or private projects, engineering inspection services when called upon, and plan review services for submitted plats, site plans, technical specifications, construction documents, and contracts. The engineering services shall include, but not be limited to, structural design, storm water studies and design, sanitary sewer evaluation and design, roadway design, water system study and design, trail system and parks design.
- 1.1.2 All drawings shall be provided electronically in Missouri State Plane Coordinates for use in ArcView and AutoCAD software. A hard copy of the drawing shall be provided.
- 1.1.3 All drawings, notes, etc. shall be certified by a Registered Professional Engineer, licensed in the State of Missouri.

##### 1.2 Land Surveying Services

- 1.2.1 May provide preliminary, intermediate and/or final design engineering surveys for projects that the City of Grain Valley will design or have a consultant design. The surveys shall include, but not be limited to, horizontal and vertical control, (Missouri State Plane) topography, cross sections, profiles, property corners, field locates and any other field information deemed necessary. Horizontal control shall be tied to the closest sectionalized land corner as is practicable.
- 1.2.2 Provide boundary surveys.
- 1.2.3 Provide all research needed to obtain plats, section corner report forms, ownership, easements and rights of way.
- 1.2.4 Provide construction staking on projects when deemed necessary.
- 1.2.5 Contact all utility companies for field locates at project locations.
- 1.2.6 All field data shall be provided electronically for use in AutoCAD and ArcView software as a drawing with all data collection points included in an ASCII format. A hard copy drawing of the field data shall be provided along with a hard copy of the point file.
- 1.2.7 All field data, drawings, notes, etc. shall be certified by a Registered Land Surveyor, licensed in the State of Missouri.

1.3 Other Services as Needed

1.3.1 Provide services for performing Computer Aided drafting for Standard City Details and City Designed Projects.

1.3.2 Materials and Soils testing services.

1.3.3 Assistance with grant applications and grant administration.

2 **PROJECT SCHEDULE**

The city anticipates the Selection Process to be completed in February 2023 and start of Services in March 2023.

3 **COMPENSATION**

Once a consultant/firm is selected, compensation, hourly rates, reimbursements etc. will be negotiated with the selected firm/consultant. If the City is unable to negotiate a satisfactory contract with the firm selected, negotiations with that firm shall be terminated. The City shall then undertake negotiations with another of the qualified firms selected. If there is a failing of accord with the second firm, negotiations with such firm shall be terminated. The City shall then undertake negotiations with the third qualified firm.

3. **PAYMENT**

Statements for services rendered shall be submitted on a monthly basis, payable within 30 days of each billing.

4. **INSURANCE**

The City of Grain Valley requires that professional liability insurance coverage be maintained and in force for each fiscal year, with a minimum coverage of \$1,000,000. An insurance certificate or copy of the policy shall be provided at the time the proposal is submitted and at the beginning of each fiscal year.

5. **HOLD HARMLESS AGREEMENT**

The City of Grain Valley, its Alderman, Mayor, Officers, Employees and Agents shall be held free and harmless against any and all losses, penalties, damages, settlements, costs, charges or other expenses and liabilities resulting from the errors, omissions, or negligent acts by the employees, agents or representatives of the firm selected to provide these services.

6. **EVALUATION OF QUALIFICATIONS**

Qualification packages will be evaluated by a Selection Committee comprised of Community Development staff. Selection will be based on qualifications package submitted and references that will be used to confirm quality of products and services and ability to provide services in an efficient and timely manner.

The City of Grain Valley reserves the right to request proposals for engineering and land surveying services separate from this proposal on any projects where federal or state grant funding may require so in meeting grant funding qualifications.

7. **TERMS AND CONDITIONS**

The City of Grain Valley reserves the right to award the contract by sections, to reject any or all proposals, or to waive any informalities or irregularities in the submitted proposals. The Request for Proposal does not commit the City of Grain Valley, Missouri, to award a contract, to pay any costs incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies.

**PART III**

**A. Submission of Qualifications**

To be eligible for consideration, **one electronic** and **five** hard copies (maximum of 30 pages) of the response to the RFQ must be received and date stamped by the City of Grain Valley no later than **2:00 PM, JANUARY 27, 2023**. Late submittals will not be considered and will be returned to the submitter unopened.

The envelope package should be marked **Grain Valley On Call Professional Engineering Services**.

City of Grain Valley  
711 S. Main Street  
Grain Valley, MO 64029  
**Attn: Richard Tuttle, City Engineer**

**Questions should be directed in writing to  
Richard Tuttle, City Engineer at [dtuttle@cityofgrainvalley.org](mailto:dtuttle@cityofgrainvalley.org)**

**B. Qualifications Submission Requirements**

The Qualification Submission should be complete and concise (maximum of 30 pages) and must contain the following information:

1. **RFQ Title page:** Provide the subject of the proposal; the firm's name, address, and telephone number; proposer's contact name, address, telephone number, and email.
2. **Transmittal letter:** Provide a statement regarding the firm's interest in and understanding of the Project. The letter should include a statement that the firm has read and understands the RFQ and agrees to all the conditions, requirements, and terms stated in the RFQ. The transmittal letter shall be signed by a duly authorized officer or agent empowered with the right to bind the firm submitting a proposal for consideration.
3. **Statement of qualifications:** Provide information on the size, location, available resources, and a brief discussion on past experiences related to providing on-call engineering services as described in Part II. Submitted materials should demonstrate the firm's, and any sub-consultant's qualifications, and those of the staff to be assigned to the Project. Firms should demonstrate experience as the lead firm for similar work within the past five (5) years.

4. Project team: Identify the project team (including sub-consultants and associates) and provide a statement of qualifications for each individual, including information such as: education, professional registrations, area of expertise and years of service in their respective fields. The following information should be included:
  - a. Identify the project manager who will lead the Project.
  - b. Identify any sub-consultants that will be part of the Project team.
  - c. Names and proposed roles of other individual team members.
  - d. Education, experience, and biographies of all team members addressing the qualifications and considerations of the RFQ.
  - e. Describe the qualifications of the firm and any sub-consultants to perform the work requested. Include information about pertinent prior experience.
  - f. An outline of the proposed functions of the individuals and their back-up as well as their experience in the specific assigned functions.
5. Understanding of the Project and Grain Valley: Include a summary of the firm's understanding of the Proposed Services as described in this RFQ, the City of Grain Valley, and any unique issues which may face the city.
6. Methodology and approach: Provide a description of the method and approach your firm intends to utilize to complete assigned Projects. Firms should provide information about ability to meet the City's project schedules.
7. References: Provide a list of municipal clients for which the firm has provided services similar to the ones described in this RFQ. Provide contact information (name, position, address, telephone number, and email) of persons that the city may contact to verify work completed and performance.
8. Verify firm capacity: Provide a statement of the firm's ability to begin and complete the various assigned Projects on schedule.
9. Supporting information (optional): Provide other supporting information that the firm feels may assist the city in reviewing the firm's qualifications and RFQ response.

The City will not be liable for any costs incurred by the Consultant in preparation of a proposal submitted in response to this RFQ, nor for presentations or other activities related to responding to this RFQ. No costs chargeable for work under the proposed contract may be incurred before receipt of either a fully executed contract with the City or specific written authorization from the City.

## PART IV

### A. Timeline

The desired completion date for the projects contemplated in this RFQ would be the end of each calendar year to coincide with project funding. The anticipated schedule is included in the following timetable. Funding for projects will be provided by the City through several different sources including but not limited to the City's transportation fund, capital improvement fund, parks & recreation fund, ARPA funds, Transportation Alternative Funds, STP Funds, Missouri Department of Natural Resources Funds.

Activity	Targeted Dates
RFQ Released	December 27, 2022
Pre-Proposal Conference for Q&A (held at City Hall, 711 Main Street)	January 11, 2023 (10:00AM)
RFQ Deadline	January 27, 2023 (2:00PM)
Formal Interviews with Selection Committee (following review of qualifications); and Consultant selected	Week of February 6, 2023
Contract negotiation with Selected Consultant; and Contract presented to Mayor and Board of Aldermen and Request for Resolution Approval	February 13, 2023 to February 24, 2023
Contract approval by the Board of Alderman	March 13, 2023

### B. Evaluation of Proposals

The city will evaluate qualification submissions and select the respondent which meets the best interest of the city. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated contract. The City's decision will be final.

A selection committee will evaluate the qualifications that are submitted. From those, the best will be invited to a formal interview to make a presentation to the committee.

The selection committee will consist of Community Development Director, City Engineer, City Administrator, Public Works Superintendent and Parks Director.

The City's evaluation criteria may include, but shall not be limited to, the following:

- Overall responsiveness to the RFQ and quality of the proposal in clearly stating an understanding of the work to be performed.
- The firm's qualifications, experience, and demonstrated familiarity with providing on-call services.
- The key personnel to be assigned to the project and their present workload.
- Organization of the team and approach to completing the projects.
- Quality of references from previous clients for similar projects and examples of projects provided.



After completion of this process, staff will endeavor to negotiate a contract with the successful respondent. Upon reaching agreement on a contract, this negotiated contract will be presented to the Board of Aldermen for approval by Resolution authorizing the City Administrator to sign a contract with the successful respondent.

In the event that a mutually agreeable contract cannot be negotiated with said respondent, the staff will then enter contract negotiations with the next highest rated respondent, and so on until a mutually agreeable contract can be negotiated.

The City reserves the right to reject any or all responses and to waive any informality in the process when to do so would be to the advantage of the City.

The City reserves the right to reject any response(s) for noncompliance with the provisions outlined in this RFQ.

The City, in its sole discretion, may choose not to award a contract at any time because of unforeseen circumstances or if it is determined to be in the best interest of the City not to do so.

# EXHIBIT "A" NON-COLLUSION CERTIFICATION

STATE OF MISSOURI

CITY/COUNTY OF \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that he is

\_\_\_\_\_

Title of Person Signing

of \_\_\_\_\_

\_\_\_\_\_

Name of Bidder

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

BY \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_

Notary Public

My Commission Expires \_\_\_\_\_

**GENERAL CONDITIONS  
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS  
City of Grain Valley, MO**

1. **SCOPE:** The following terms and conditions, unless otherwise modified by the City of Grain Valley within this document, shall govern the submission of proposals and subsequent contracts. The City of Grain Valley reserves the right to reject any proposal that takes exception to these conditions.
2. **DEFINITIONS AS USED HEREIN:**
  - a. The term "request for proposal" or "request for qualifications" (RFP or RFQ) means a solicitation of a formal, sealed qualification package.
  - b. The term "respondent" means the person, firm, bidder or corporation who submits a formal sealed proposal.
  - c. The term "City" means City of Grain Valley, MO.
  - d. The term "Board of Aldermen" means the governing body of the City of Grain Valley, MO.
  - e. The term "contractor" means the respondent awarded a contract under this proposal.
3. **COMPLETING PROPOSAL:** All information must be legible. Any and all corrections and/or erasures must be initialed. Each proposal must be signed in ink by an authorized representative of the respondent and required information must be provided. The contents of the proposal submitted by the successful respondent of this RFQ will become a part of any contract award as a result of this solicitation.
4. **REQUEST FOR INFORMATION:** Any requests for clarification of additional information deemed necessary by any respondent to present a proper proposal shall be submitted in writing to the City of Grain Valley, 711 Main Street Grain Valley, MO 64029, referencing this RFP number, a minimum of five (5) calendar days prior to the proposal submission date. Any request received after the above stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the City in the form of an addendum addressed to all prospective respondents.
5. **CONFIDENTIALITY OF PROPOSAL INFORMATION:** Each proposal must be submitted in or under cover of a sealed envelope to provide confidentiality of the information enclosed. The envelope should be sealed and clearly marked with RFQ number and the name of the project.

All proposals and supporting documents will remain confidential until a final contract has been executed. Information that discloses proprietary or financial information submitted in response to qualification statements will not become public information. This is in accordance with the Missouri Sunshine Law.
6. **SUBMISSION OF PROPOSAL:** Proposals are to be sealed and submitted to the City of Grain Valley, 711 Main Street Grain Valley, MO 64029, prior to the date and time indicated on the cover sheet. At such time, all proposals received will be formally opened. The opening will consist of only the name and address recording of respondents.
7. **ADDENDA:** All changes, additions and/or clarifications in connection with this proposal will be issued by the Purchasing office in the form of a WRITTEN ADDENDUM. SUBMIT EQUAL NUMBER OF SIGNED ADDENDUM WITH THE NUMBER OF PROPOSALS REQUIRED. Verbal responses and/or representations shall not be binding on the City.
8. **LATE PROPOSALS AND MODIFICATION OR WITHDRAWALS:** Proposals received after the date and time indicated on the cover sheet shall not be considered.

Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified must be sealed and submitted to the Purchasing Office prior to the proposal submission deadline. Each respondent may submit only one (1) response to this qualifications request.
9. **BONDS:**

When a Bond is required it shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least   A   Best's rating and a   FPR9   or better financial performance rating per the current A.M. Best Company ratings.)
10. **NEGOTIATION:** The City reserves the right to negotiate any and all elements of this proposal.
11. **TERMINATION:** Subject to the provisions below, any contract derived from this Request For Qualifications may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted.
  - (a) **TERMINATION FOR CONVENIENCE**

In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.

(b) TERMINATION FOR CAUSE

Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

(c) TERMINATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL YEARS.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

12. TAX EXEMPT: The City and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.
13. SAFETY: All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
14. RIGHTS RESERVED: The City reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any proposal, and to make award to the response deemed to be most advantageous to the City.
15. RESPONDENT PROHIBITED: Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the City.
16. DISCLAIMER OF LIABILITY: The City, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.
17. HOLD HARMLESS: The contractor shall agree to protect defend, indemnify, and hold the Board of Aldermen, City of Grain Valley, MO, its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission or negligent act of the contractor, its agents, employees or representatives, in the performance of the contractor's duties under any agreement resulting from award of this proposal.
18. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri.
19. ANTI-DISCRIMINATION CLAUSE: No respondent on this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
20. DOMESTIC PRODUCTS  
The City of Grain Valley has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States. (City of Grain Valley Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5).
21. CONFLICTS: No salaried officer or employee of the City, and no member of the Board of Aldermen shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.
22. DEBARMENT: By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administrations List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal Department , agency or prevision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.