CITY OF HELENA, MT
REQUEST FOR PROPOSALS (RFP) NO. 22-01 FOR PROFESSIONAL ENGINEERING SERVICES – CROSS-TOWN CONNECTOR PROJECT

INTRODUCTION

The Engineering Division of the City of Helena seeks the services of an engineering firm to provide services necessary to design and implement upgrades to the City of Helena’s Cross-Town Connector Water Transmission Main. At the present time the City wishes to evaluate, redesign, and upgrade the existing Cross-Town Connector Water Transmission Main. The selected firm will work closely with City Engineering, Utility Maintenance and Water Treatment Staff.

I. PROJECT OVERVIEW

At the present time the City wishes to evaluate, redesign, and upgrade the existing Cross-town Connector water transmission main. The project will evaluate the existing Cross-town connector and design sectional pipe replacement, new and replacement isolation valves, and air/vacuum release systems, as necessary. The Cross-town connector main was constructed from 1960-1972 and connects the Ten Mile Water Treatment Plant transmission main to city water storage facilities and the Missouri River Water Treatment Plant.

II. AGREEMENT FOR SERVICES AND COMPENSATION

The City will select one or more respondents as finalists. Finalists may be interviewed and/or asked to make a presentation to the selection committee to further establish qualifications. The selected finalist will be offered an opportunity to negotiate an agreement with the City. If an appropriate agreement cannot be reached with the highest-ranked respondent, the second-ranked respondent may be invited to negotiate an agreement with the City, and so on.

A sample agreement is provided as Attachment “A” hereto, however, the City reserves the right to change any terms prior to entering into an agreement with the successful respondent.

☑ Evaluation criteria will NOT include consideration of the proposed compensation schedule and respondents are NOT to submit compensation proposals as part of their responses.

☐ Evaluation criteria WILL include consideration of the proposed compensation schedule and responders are required to submit a compensation proposal as part of their response.

III. SCOPE OF WORK, DELIVERABLES, AND TIMELINE

The scope of services outlined in this section represents the minimum to be provided by the Engineering Consultant. Proposers are encouraged to suggest additions or modifications to the scope required in this section that will enhance and clarify the scope of work per the proposer’s experience, knowledge, and expertise.

The scope of services to be provided by the Engineering Consultant shall include the following:

1. Enter into and provide required documentation specified in the sample agreement and provide said documentation within 30 days of the approval of the agreement by the City Commission.

2. Production of project documentation as required by funding agencies (DWSRF & ARPA).
3. Provide a detailed inspection, analysis, and evaluation of existing sections of the cross-town connector as outlined by the city utility maintenance and engineering departments.

4. Provide a detailed assessment and recommendations for repair and upgrade of the cross-town connector to the city for the replacement of existing valves, valve vaults, air releases/blowoffs along with locations for new valves, air releases/blowoffs that will improve functionality and maintenance of the existing system. Detailed assessment and recommendations will need to take into consideration the effect(s) on water supply to existing residents while main is shutdown during construction and water management while sections of the pipe are being drained.

5. The consultant will be required to deliver the detailed assessment and recommendations technical memo to move forward for the Cross-Town Connector repairs and upgrade by 15th of November 2022.

6. Provide detailed cost estimates and schedule for implementation of the proposed design. Also provide costs analysis needed to reach 60%, 90% and final design.

7. Production of 60%, 90% and final bid documentation for the project. Final design to be completed by March 30th, 2023.

8. Conducting public meetings and outreach as appropriate. Presentation to City Commission.

9. The city will reserve the right to amend the contract during bidding to include construction management and inspection if needed.

IV. ATTACHMENTS

The following information is provided for informational purposes only:
Attachment “A” - City of Helena Agreement for Professional Services
Attachment “B” – Existing Cross-Town Connector As-Built Drawings

V. PROPOSAL SUBMISSION REQUIREMENTS

A. Proposal submission must be:
   • no more than fifteen one-sided bound pages, inclusive of a cover page and back page;
   • no smaller than 11-point font;
   • must contain the information required by this RFP and address all required topics;
   • acknowledgment that responder has reviewed any addenda issued for this RFP; and
   • signed by an authorized agent.

B. Proposal submission must include all of the following:
   1. Respondent’s legal name, address, and contact information.
   2. Brief description of the respondent firm, including but not limited to, identification of the principal(s), the approximate number of employees, how long the firm has been in business, and how long the respondent has been engaged in relevant types of work. Include information that demonstrates the respondent’s experience in completing projects similar to the Cross-Town Connector.
3. Identify individuals who will be assigned to this project, their role on the project team, a brief resume, billing rates, and their experience and qualifications on similar projects.

4. Description of how the respondent will accomplish the tasks, goals, and objectives identified in section III of this RFP.

5. Provide a detailed anticipated project schedule including a description of how this project will fit with the firm’s current workload.

6. If this project includes a public participation requirement, describe proposed public participation process.

7. A description of any recent and/or current work for the City of Helena.

8. Only one facility tour/meeting will be held for all RFP respondents if needed. The tour will be held on 10 AM on Monday June 27, at the City-County Building Room 426.

C. References

List a minimum of four recent relevant professional references who can provide information regarding the respondent’s ability to perform the services described herein. References must include the name of the person to be contacted, phone number, email, engineering fee(s) charged, services provided, final project construction cost and the type of project the respondent completed for the reference. Projects referenced should be of similar scope and magnitude to this project.

VI. EVALUATION CRITERIA

Proposals will be evaluated by a selection committee, based on the following criteria:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
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<tbody>
<tr>
<td>1 The qualifications of professional personnel to be assigned to the project.</td>
<td>20</td>
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<td>2 The capability to meet time and project requirements.</td>
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<tr>
<td>3 Related Experience on similar projects/References provided.</td>
<td>15</td>
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<tr>
<td>4 Previous and Current Work with the City of Helena</td>
<td>10</td>
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<tr>
<td>5 Overall Quality of the Proposal</td>
<td>15</td>
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<tr>
<td>6 The respondent’s methodology proposed for the scope of work.</td>
<td>20</td>
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<tr>
<td>7 Project Schedule</td>
<td>10</td>
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<tr>
<td>TOTAL</td>
<td>100</td>
</tr>
</tbody>
</table>
The selection committee may select one or more respondents submitting proposals as finalists. Finalists may be interviewed to further establish qualifications. If the selection committee determines that interviews are appropriate, the finalists will be contacted to schedule the interviews.

**VII. SOLICITATION SCHEDULE**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>Request for Proposals Released</td>
<td>June 11th, 2022</td>
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<tr>
<td>Proposal Packets Due – Close date</td>
<td>July 6th, 2022</td>
</tr>
<tr>
<td>Service Provider Selection and Negotiation</td>
<td>July 20th, 2022</td>
</tr>
<tr>
<td>Agreement Approval</td>
<td>June 27th, 2022</td>
</tr>
<tr>
<td>Work to Begin</td>
<td>August 15th, 2022</td>
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**VIII. CONTACT:**

The city’s sole point of contact for the purposes of this RFP is:

Jamie Clark  
City Engineer  
316 N Park Ave, Helena MT 59623  
447-8098  
jclark@helenamt.gov

**IX. QUESTIONS AND INQUIRIES**

All inquiries, questions, or requests for interpretation, correction, or clarification must be submitted in writing to the city contact listed above. Whenever responses to inquiries would constitute a modification or addition to the original RFP, the reply will be made in the form of an addendum to this RFP, a copy of which will be posted on the city’s website. Inquiries regarding this RFP will be accepted in writing until Thursday, June 30th, at 5:00PM. Written reply to all inquiries will be sent to all RFP holders on July 1st, by 5:00PM.

**X. SUBMITTAL INSTRUCTIONS**

Proposals must be submitted in a sealed envelope clearly marked on the outside with the RFP number and project name.

One hard copy and one electronic copy (PDF format) of the proposal must be submitted to:

City of Helena  
Attn: Jamie Clark  
316 N. Park Avenue  
Helena, MT 59623

**PROPOSALS MUST BE RECEIVED NO LATER THAN: July 6th, 2022, at 5:00 p.m. (MST)**

Proposals may be withdrawn either personally or by written request at any time prior to the due date stated above for receiving proposals. No proposal may be withdrawn or modified after the due date and time, unless and until the award of the agreement is delayed for a period exceeding ninety (90) days.
The City is not responsible for costs associated with preparing proposals in response to this RFP.

**XI. RESERVATION OF RIGHTS BY THE CITY**

The City reserves the right to reject any or all proposals, readvertise, to waive any irregularities in the proposals, and to accept the proposal that best benefits the City. The City reserves the right to reject any and all responses deemed unqualified, unsatisfactory, or inappropriate.

**XII. PUBLIC RECORDS DISCLOSURE**

All proposals become the property of the City of Helena and may be subject to release to the public pursuant to Mont. Const. art. II, § 9 and Mont. Code Ann.§ 2-6-1001 et. seq.

**XIII. LOBBYING**

Respondents are prohibited from lobbying the City Commission, the Mayor, or members of the selection committee relative to the respondent’s proposal or response to this RFP.
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into by and between the CITY OF HELENA, MONTANA, a municipal corporation organized and existing under the laws of the State of Montana, 316 North Park Avenue, Helena, Montana 59623, hereinafter referred to as “City,” and INSERT CONTRACTOR BUSINESS LEGAL NAME., insert Contractor Address. hereinafter referred to as “Service Provider,” collectively referred to as “Parties.”

RECITALS

1. This is an agreement for professional, technical, architectural, engineering, land surveying, or legal services.
2. Pursuant to § 7-5-4301(2), MCA, these types of agreements are exempt from the §§ 7-5-4302 through 7-5-4304, § 7-5-4306, and §7-5-4307, MCA, including bidding requirements.

AGREEMENT

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. Purpose: 
   Insert a brief one or two sentence description of the purpose of this contract. The idea in this section is to provide a quick snapshot overview of what this contract is for. This section is NOT for spelling out the complete scope of services for your project. Some examples: “to collect unpaid fees owing to the City by referring those fees to collection;” “to complete mill and overlay maintenance project on the following streets;” “to provide janitorial services for the City-County Building;” “To assure uniformity in ink color used by city employees by buying one type of pen for all employees.”

2. Effective Date and Term: This Agreement is effective upon execution by both parties and will terminate on: Click here to enter a date or N/A if no termination date is needed. If the contract involves the provision of services over a discrete period of time, please enter a termination date. Examples of such contracts include, but are not limited to: (1) professional services wherein the professional agrees to provide consultation-type services unrelated to any specific project; and (2) general services that will be conducted during a certain time of year (e.g., snow removal over the winter months). Contracts that do not involve the provision of services over a discrete time period do not require a termination date. However, the contract should somewhere include a delivery date – most likely in the scope of work detail. Examples of such contracts include but are not limited to: (1) professional services wherein the professional is to deliver a finished...
product (e.g., drafting of engineering plans for new sewer mains or drafting specific legal documents); (2) professional services wherein the professional is going to provide those services until a project is completed (e.g., legal services related to a specific case or engineering or project management services for a specific project); and (3) the purchase and sale of tangible property like machinery, motor vehicles, or other equipment and supplies. If you are uncertain as to whether your contract should include a termination date, please contact the legal department. NO contract should be for a term of longer than 5 years. If you want a contract for longer than 5 years you must have permission to do so from the Attorney’s Office first. ABSOLUTELY NO AUTOMATIC RENEWALS WILL BE PERMITTED UNDER ANY CIRCUMSTANCES. Any extension of the term of this Agreement must be set forth in writing and signed by both parties.

3. **Scope of Services:** Service Provider will perform the work and provide the services in accordance with the specifications and requirements as follows:

DETAILED scope of work goes here. Description of services and or goods to be provided by the Contractor must be sufficient detail to allow any reader of the Contract to determine whether the Contractor has done what is called for in the Contract. Specify the dates and location of performance if appropriate, or the final date by which the Contractor must complete work. Additional specifications may be included as attachments but they MUST be referenced here.

Any alteration or deviation from the above described work that involves extra costs will be permitted only upon written request by the City to Service Provider and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

4. **Payment (check one):**

☐ City agrees to pay Service Provider insert $ amount in WORD. Dollars (insert $ amount in NUMBERS) for performance of this Agreement. Any alteration or deviation from the described work that involves extra costs will be executed only upon written request by the City to Service Provider and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

☐ City agrees to pay the Service Provider according to the following fee schedule with the total amount due under this Agreement not to exceed insert $ amount in WORDS. Dollars (insert $ amount in NUMBERS):

Insert Fee Schedule HERE.
5. **Receipt of Payment (check one)**
   To receive payment, Service Provider must submit a record of expenditures incurred for the performance and completion of this Agreement in the form acceptable to the City. The City may request supporting documentation to verify any expenditure prior to making payment. For any services delivered under this Agreement, the City may request inspection to assure said services meet City specifications prior to tendering payment.

   ☐ **30 Days After Receipt of Invoice, Verification, and Inspection:** The City has thirty (30) days to make payment after the later of the date of delivery of services, the City’s receipt of a properly executed invoice, or the successful passage of a City-requested inspection.

   ☐ **Payment will be according to following schedule:** 

   Insert a DETAILED payment schedule here if you agree to anything other than payment 30 days after invoice. Ex. dates of installment payments, if any completion conditions must be made prior to receipt of next installment, % due upfront, etc.

6. **Professional Services:** Service Provider agrees that the services provided will conform to the Agreement requirements, including all descriptions, specifications, and attachments made part of this Agreement. Service Provider agrees that all services will be performed in a good workman-like, professional manner, and according to all applicable industry standards. City’s acceptance of any non-conforming services does not relieve the Service Provider from its obligation under this paragraph and does not waive any remedy available to the City. In addition to the remedies available to the City under this Agreement, at law or in equity, the City may require prompt correction, at Service Provider’s expense, of any services failing to meet the standard of care contained in this paragraph.

7. **Independent Contractor Status:** The parties agree that Service Provider is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Service Provider is not subject to the terms and provisions of the City’s personnel policies handbook and may not be considered a City employee for workers’ compensation or any other purpose. Service Provider is not authorized to represent the City or otherwise bind the City in any dealings between Service Provider and any third parties.

   Service Provider must comply with the provisions of the Montana Workers’ Compensation Act. Proof of compliance must be in the form of workers’ compensation insurance, an independent Service Provider’s exemption, or documentation of corporate officer status. This insurance/exemption must be valid for the entire term of this
Agreement and any renewal. Upon expiration, Service Provider must send a proof of renewal to the City.

8. **Hold Harmless and Indemnification:** To the fullest extent permitted by law, Service Provider agrees to indemnify and hold the City harmless against claims, demands, suits, damages, losses, and expenses, including reasonable defense attorney fees, to the extent caused by the negligence or willful misconduct of the Service Provider or Service Provider’s agents or employees.

9. **Liquidated Damages:** Service Provider is not liable for any liquidated damages.

10. **Insurance:** Service Provider will provide City with proof of Service Provider’s liability insurance issued by a reliable company or companies for personal injury and property damage, in an amount not less than $1.0 million per occurrence and $2.0 million aggregate per year for bodily injury, personal injury, and property damage. The Service Provider must also provide proof of professional liability insurance in an amount no less than $1,000,000 per claim and $2,000,000 annual aggregate.

    The insurance must be in a form suitable to City and must name the City as an additional insured as to commercial general liability. Service Provider must immediately notify the City of any changes to the Service Provider’s insurance policy during the term of this Agreement.

    The Service Provider’s insurance coverage shall be primary insurance with respect to City, its elected and appointed officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the City, its elected and appointed officials, officers, agents, employees, and volunteers shall be in excess of the Service Provider’s insurance and shall not contribute with it.

11. **No Assignment, Transfer, Delegation, or Subcontracting:** Service Provider may not assign, transfer, delegate, or subcontract this Agreement or any of its rights, duties, or obligations hereunder without prior express written consent of the City.

12. **Compliance with Laws:** Service Provider agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations, including the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, Montana Code Annotated. Service Provider agrees to purchase a City business license if Service Provider does not currently have one.

13. **Nondiscrimination:** Service Provider agrees that Service Provider will not discriminate based on any protected class in any of its activities or provision of services regardless of
whether or not those activities or services are provided in connection with this Agreement. Service Provider agrees that all hiring of persons in connection with this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, creed, religion, color, national origin, age, physical or mental disability, marital status, sex, pregnancy, childbirth or medical condition related to pregnancy or childbirth, sexual orientation or expression, political beliefs or affiliation, genetic information, veteran status, culture, social origin or condition, or ancestry.

14. **Website Privacy Policy:** Service Provider agrees to comply with and follow the City’s Website Privacy Policy in order to ensure the data security and data quality of personally identifiable information that is collected during the course and scope of this project.

15. **Records Access and Retention:** Service Provider agrees to create and retain records supporting the services rendered in connection with this Agreement. Service Provider agrees, to the extent permitted by law, to provide the City, or the City’s authorized agent, access to any such records at the City’s request. The City may terminate this Agreement without incurring liability if the Service Provider refuses to allow access to records as provided in this section. Service Provider agrees to retain any records concerning this Agreement for eight (8) years after the Agreement termination date. The obligation to maintain records required by this section survives the termination or the expiration of this Agreement.

16. **Ownership and Publication of Materials:** If any reports, information, data, or other materials are prepared by the Service Provider pursuant to this Agreement these reports, information, data, or other materials become the property of the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any re-use of these materials by the City without written verification or adaptation by the Service Provider for the specific purpose intended will be at the City’s sole risk and without liability or legal exposure to the Service Provider. No material produced in whole or in part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the City.

17. **Notice Protocol:** Any notice or demand required or permitted to be given under the terms of this Agreement must be in writing. Written notice shall be deemed given when hand-delivered, or when mailed by first class mail, postage prepaid, to the addresses specified in this section, or by e-mail with confirmation of delivery.

The City’s liaison for purposes associated with this Agreement is:

Name:  Insert Name and Title.
Address: Insert Mailing Address.
Phone: Insert Phone number.
E-Mail: Insert City Contact email.

The Service Provider’s liaison for purposes associated with this Agreement is:

Name: Insert Name and Title.
Address: Insert Mailing Address.
Phone: Insert Phone number.
E-Mail: Insert Email Address.

If either party changes address or contact person, it must notify the other party in writing at the address provided in this section.

18. **Default:** If either party to this Agreement defaults in the performance of any term or condition of this Agreement, the other party may give the defaulting party notice of the default. The notice shall specify the action required to correct the default and a period of time, not less than thirty (30) days, within which to correct the default. If the default is not corrected within the time specified in the notice, the party not in default may terminate this Agreement without further obligation under this Agreement, other than obligations incurred or accrued up to the date of termination. The non-defaulting party may also bring suit for damages, specific performance, and any other remedy available by law.

19. **Termination for City’s Convenience:** City may terminate this Agreement at any time by giving Service Provider thirty (30) days’ written notice if, in the sole opinion and discretion of the City, this Agreement is no longer in the best interest of the City or if funding for this Agreement becomes unavailable. Except for the prorated amount owing to the Service Provider for the services already provided as of the date of termination, City is not liable to Service Provider for any damages arising from termination of this Agreement pursuant to this section.

20. **Termination in Writing:** Notice to terminate must be in writing and made in accordance with the provision in the “Notice Protocol” section of this Agreement.

21. **Remedies Non-Exclusive:** Any remedies available under this Agreement are cumulative and non-exclusive. Use of one remedy does not preclude use of the others.

22. **Failure to Enforce Not a Waiver:** City’s failure, at any time, to enforce or to seek strict compliance with any provision of this Agreement or to exercise any right or remedy
arising from the breach thereof does not constitute a waiver of that provision or remedy or of any other provision of this Agreement or available remedy.

23. **Full Integration:** This Agreement, together with its exhibits, if any, embodies the entire understanding between the parties relating to the subject matter contained herein and supersedes any prior statements, understandings, promises, or representations made by either party or their agents. No agent or representative of either party has authority to make any representations, statements, warranties, or agreements not herein expressed.

The following exhibits are made part of this Agreement by reference:

List any Exhibits attached here or write “None.”

24. **Amendments in Writing:** All amendments to this Agreement must be in writing and executed by all parties to this Agreement.

25. **Governing Law and Venue:** This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana. If a dispute arises, the proper venue for the hearing of the case is the District Court of the First Judicial District of the State of Montana, in and for the County of Lewis and Clark.

26. **Headings:** The section headings contained in this Agreement are for reference purposes only and do not affect the meaning or interpretation of the Agreement.

27. **Severability:** If any term or provision of this Agreement is held to be illegal, void or in conflict with any Montana law, the validity of the remaining terms and conditions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term, condition, or provision held to be invalid.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement on the dates stated below.

**FOR THE CITY OF HELENA MONTANA**

Signed: _________________________________  Dated:__________________
By:  Tim Burton, Interim City Manager

**FOR THE SERVICE PROVIDER**