

REQUEST FOR QUALIFICATIONS

ENGINEERING SERVICES

The City of Vestavia Hills has received Congressionally directed (Sen. Katie Britt) funding through the EPA Community Grants program in order to implement the existing stormwater master plan for the upper US 31 corridor in Vestavia Hills. The masterplan was developed in response to the need to address the stormwater challenges the City and its residents face due to aged infrastructure combined with continual growth in both new residential and commercial construction. This RFQ is for selection of a firm that will provide construction design for the area identified as the East Trunkline of the drainage basin on the eastern side of upper US31 in Vestavia Hills. It is important to note that a small phase of drainage improvements identified in the masterplan has already been completed in this area. This work generally included improvements to driveway spanners and curb and gutter along Sunset Drive and Southwood Road (453 Sunset Drive to 2129 Southwood Road). The work area has been clouded on the attached map for reference. Interested firms are invited to submit qualifications to provide services for this grant supported project. The stormwater master plan may be viewed at [Vestavia-Hills-Report FINAL signed.pdf](#).

DEADLINE

Close of business that Friday, May 22, 2026.

SCOPE

While others may be identified in the development of the Scope of Work, some of the known tasks include:

- Construction design based on the recommendations of the stormwater master plan for the areas identified for improvement, in the location of the East Trunkline as depicted in the map included with this RFQ.
- Preparation of construction bid specifications which incorporate the requirements tied to the federal funding, such as Build America, Buy America Act (BABA), Davis-Bacon and Related Acts. Cooperation with City staff to incorporate federal requirements to the bid package.
- Making recommendations regarding evaluation of grant metrics, aiding in identifying consultant(s) to perform the pre-improvement and post-improvement evaluations

EVALUATION

The RFQ submissions will be evaluated on the following criteria:

- Experience with Similar Drainage Projects – Demonstrated experience designing stormwater drainage systems, culverts, etc. projects of similar size and complexity for municipal clients. Experience including replacement of existing infrastructure is desirable.
- Project Team Qualifications – Qualifications and experience of the project manager and key personnel (PE licensure in Alabama, hydrology/hydraulics expertise, modeling experience, permitting experience).
- Technical Approach and Understanding of the Project – Demonstrated understanding of the drainage problem and watershed conditions. Proposed methodology for hydrologic/hydraulic modeling, field investigation, survey coordination, and development of construction documents.
- Knowledge of Local Regulations and Permitting - Familiarity with regulatory requirements including municipal stormwater ordinances, Alabama Department of Environmental Management permitting, FEMA floodplain regulations, and coordination with U.S. Army Corps of Engineers if applicable.
- Past Performance / References – Demonstrated record of completing projects on time and within budget, responsiveness to client needs, and successful construction phase support. Description of past performance and references should include projects completed in the past ten years as well as any current projects.
- Project Management and Schedule - Ability to meet project timeline, coordination with city staff, quality control procedures, and responsiveness during design and construction phases. References will be asked to provide feedback for those firms which have not had previous projects with the City of Vestavia Hills.
- Experience with Bid Packet Preparation and the Bid Process – Demonstrated experience assisting with moving a project from design to bid for construction.
- Experience with Federally Funded Projects – Demonstrated experience preparing construction design and costing for projects subject to the procurement requirements associated with federal funding, e.g. Build America Buy America, Bacon Davis Wage Act, Anti-Lobbying, etc. Experience associated with EPA supported (including ADEM projects with EPA funding) projects is desirable.
- Domestic Preference – Preference will be given to domestic firms.

SPECIAL CONTRACT REQUIREMENTS

A standard City of Vestavia Hills “Agreement for Professional Engineering Services” is included with this RFQ. In order to meet the funding requirements, the standard agreement will be **amended as follows:**

1. Change Orders – All change orders (amendments, contract modifications, supplemental agreements, or addenda) must be executed fully in writing prior to any work pursuant to the change order. Upon execution of the change order by both parties, it shall be incorporated into the contract.
2. Breach of Contract - If either party fails to perform any material obligation under this Contract, such failure shall constitute a breach. Upon written notice of breach, the non-breaching party shall allow the breaching party ten (10) calendar days to cure the breach, unless the breach cannot reasonably be cured within that time, in which case the breaching party shall promptly commence and diligently pursue cure to completion.

If the breach is not cured within the time allowed, the non-breaching party may pursue any remedies available at law or in equity, including termination of the Contract and recovery of damages. The rights and remedies provided herein are cumulative and not exclusive.

3. Termination for Cause - In the event that any of the provisions of this Contract are violated by the Contractor, or by any of his Subcontractors, the Owner may serve written notice upon the Contractor and Surety of its intention to terminate the Contract, such notices to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned by the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site of the work and necessary therefore.

4. Termination for Convenience - The Owner may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.
5. Compliance certifications to be submitted by the Engineer:

Acceptance of a contract by the selected firm shall affirm and serve as certification of the following:

- a. EEOC
Contractor is in compliance with EEOC laws; any subcontractors employed by the contractor must also be in compliance with EEOC.
- b. Byrd Anti-Lobbying Amendment
Contractor certifies that no federally appropriated funds have been paid or will be paid for influencing or attempting to influence any federal officer, employee, or Member of Congress in connection with this contract. If non-federal funds are used for such purposes, the Consultant shall disclose that activity as required by 31 U.S.C. § 1352 and applicable regulations.
- c. Davis-Bacon Wages
Contractor certifies that as applicable, compensation of employees and/or subcontractors engaged in the project will be according to the prevailing Davis-Bacon wage.
- d. Prohibition on certain telecommunications and video surveillance services or equipment
Contractor certifies compliance with the prohibition on certain telecommunications and video surveillance services or equipment and will not use equipment as listed at <https://www.fcc.gov/supplychain/coveredlist> in the performance of the contract.
- e. Disadvantaged Business Enterprises:
The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

6. All other terms - All other terms of the standard contract apply. A copy of the City of Vestavia Hills standard "Agreement for Professional Engineering Services" is included with this RFP.

CONTACT & DEADLINE FOR INQUIRIES

For questions regarding this RFQ, interested respondents should contact Lori Beth Kearley, Public Services Director at lbkearley@vhal.org not later than Monday, May 18, 2026.