

**REQUEST FOR QUALIFICATIONS
WILLIAM R. FAIRCHILD INTERNATIONAL AIRPORT (CLM)
FIVE YEAR AIRPORT CAPITAL IMPROVEMENT PROGRAM**

Introduction:

The Port of Port Angeles is inviting interested consulting firms experienced and knowledgeable in airport engineering, NEPA and SEPA, planning, design and construction management in conformance with Federal Aviation Administration (FAA) regulations, and FAA Airport Improvement Program (AIP) project and grant requirements and regulations, to submit their qualifications for consideration to provide professional engineering/planning/environmental services at CLM Airport in Port Angeles, Washington.

Consultant Tasks:

Working with the Port of Port Angeles staff, the consultant will be responsible for the engineering, NEPA and SEPA, planning, design and construction management of capital improvement projects for up to a period of five years. Services are limited to those projects expected to be initiated within five (5) years of the date a contract is signed with the consultant.

The following projects listed below are both eligible and ineligible AIP projects that are currently planned at William R. Fairchild International Airport. These projects are subject to change and are not all-inclusive.

The Port of Port Angeles may contract for several grant projects through one procurement action. All work will be accomplished over the course of several grant projects between 2010 and 2015. Fees for services are limited to services to be performed under each individual grant agreement. The contract shall be limited to the services covered by the fee. The negotiation of the fee for subsequent services, i.e., those included in the procurement action but not in the initial contract, shall occur at the time those services are needed. Cost proposal and sponsor analysis shall conform to AC 150/5100-14D. In general, consultant services are needed for the following types of work:

- Safety area improvements, fence removal and replacement, roadway removal and construction
- Airfield pavement improvements
- Nav-Aid improvements
- Airport landside improvements
- Taxiway improvements
- General aviation taxiway and infrastructure development
- Ramp pavement reconstruction and de-icing facilities
- Airport electrical improvements or upgrades such as runway/taxiway lighting upgrades

- Obstruction survey and removal
- Security improvements
- Land acquisition
- Airport Layout Plan (ALP) update, or airport facility layouts in aeronautical reserve areas or redevelopment areas
- Other needed airport related construction/equipment/land projects, environmental documentation, or studies required to meet Airport Improvement Program project requirements, and airport safety, capacity, efficiency and utility as directed by the Port of Port Angeles

CIP targeted projects 2010-2015:

- GA site development, associated utilities, auto road access and parking
- Assist with development of an obstruction removal program
- Environmental assessment and planning as related to obstruction removal
- Replace taxiway edge lights
- Pavement rehabilitation runway 8/26
- Pavement maintenance (slurry seal) Taxiway Alpha south of Echo
- Tie down apron expansion
- Develop new hangar taxiways

Qualification Statement Requirements And Relevant Information:

Consultants submitting their qualifications should limit their submittal to the information requested below. The Port of Port Angeles does not expect nor will any more favorable consideration be given to submittals with fancy covers or binding, color photographs, sample plans, non-pertinent information on other accomplishments of the firm which have no direct bearing on these projects, resumes of individuals who will not be engaged in the work, or pages of other non-project related material. Brevity will be appreciated. Submittals will be evaluated by the below-listed criteria. Submittals should be organized and identified in the same order.

1. Briefly list and describe all of your firm's previous experience in design and construction of Federal Aviation Administration (FAA) Airport Improvement Program (AIP) projects over the last three (3) years, and list some examples of non-Federally funded AIP airport projects over the last three (3) years. For each project listed, the information should include:
 - a. Name and location of the airport and the date the work was completed.
 - b. Name and telephone number of the airport manager or staff person whom your firm worked with on the project.
 - c. Name of your project manager.
 - d. Brief description of the work performed and how you interfaced with the FAA, if appropriate.

- e. Total final combined design and construction dollar amount of the work performed including FAA and Sponsor shares of the cost, original combined negotiated design cost and the awarded bid amount of the work.
2. Provide the names of members of your company and those of any proposed subconsultants who would be involved in this project. Include the following information:
 - a. Individual's proposed role in the project.
 - b. A resume or brief description of the individual's previous experience as it relates to his/her role in this project.
 - c. For any proposed subconsultants, indicate if your firm has worked with the subconsultant on previous projects.
 3. This contract will be partially funded through an Airport Improvement Program (AIP) grant by the Federal Aviation Administration. Contracts will be subject to the provisions of Executive Order 11246 (Affirmative Action to Ensure Equal Employment Opportunity) and to the provisions of Department of Transportation Regulation 49 CFR Part 26 (Disadvantaged Business Enterprise Participation) and 49 CFR Part 30 (Foreign Trade Restriction Clause). The Port of Port Angeles will establish DBE goals for the AIP-assisted projects covered by this contract. The firm selected for this contract will be expected to meet those DBE goals or make a good faith effort to meet the goals in accordance with CFR Section Part 26.

The consultant's package should include evidence that the consultant has established and implemented an Affirmative Action Program.

4. DBE participation should be noted but is not part of the consultant selection rating system. The RFQ submittal should include the following information:
 - a. Description of the kind of work that can be subcontracted.
 - b. The estimated percentage of the kind of work identified as subcontractable.
 - c. Identification of those subcontractable work items which could be performed by DBE firms.
 - d. Name and address of the DBE firms that are anticipated to perform the subcontractable work and, if the DBE firms are certified, the name of the certifying agency.
5. Describe your firm's current workload and your ability to devote staff resources required to complete this project within the required time. Give evidence of completing similar work in a timely manner and within the original budget allowed for the work. Include references.
6. Give evidence of completing similar work in a timely manner and within the original budget allowed for the work. Include references.

Required Copies and Deadlines for Submission of Proposal:

Six (6) copies of your firm's proposal and supportive data shall be submitted by 5:00 PM, January 8, 2010 to the following address. The total package should be no more than 40 pages, including the cover page.

Port of Port Angeles
ATTN: Doug Sandau, Airport Manager
P.O. Box 1350
Port Angeles, WA 98362

Time For Completion:

Time for completion will be established by the Port and the Consultant for each specific project.

Selection Procedures:

Responses to this Request for Qualifications will be accepted from all qualified consulting firms or joint ventures and will be evaluated equally.

Review of the submitted qualifications will be by a selection committee established under the provisions of the Port of Port Angeles' consultant selection procedures and advisory circular AC-150/5100-14D by the Federal Aviation Administration.

Selection will be based on the Consultant's ability to meet certain criteria, including but not limited to that listed below; an analysis of the consultant's previous airport engineering, planning, design and construction management of AIP projects both eligible and ineligible; with respect to quantity and quality; and the planning philosophy expressed during the interview. Specific criteria to be used for initial evaluation will include:

1. The composition of the proposed study team and the technical disciplines available to provide the variety of services required for a project of this type.
2. The experience of the consultant's project manager and other members of the proposed study team on other similar projects.
3. The ability of the consultant both financially and in staffing to provide services for this project.
4. The ability of the consultant to begin work immediately and complete the projects in a timely manner.
5. Evaluation of comments received from referenced previous clients.

The candidates determined to be best qualified will be ranked by the Consultant Selection Committee. The resulting list and recommendations will be presented to the Port's Executive Director. With the concurrence of the Executive Director, the most qualified firms may be invited back to Port Angeles to be interviewed by the Port Commission. The Port Commission may make the final selection of the firm determined to be most qualified and authorize the Port staff to begin negotiating an acceptable fee for the work. Should the staff be unable to negotiate a satisfactory contract with the highest ranked candidate, negotiations with that candidate will be formally terminated. The staff will then undertake negotiations with the candidate ranked second highest and so on until a satisfactory contract is negotiated. The Port is not responsible for a firm's costs associated with unsuccessful negotiations.

General Contractual Policies:

The following information is provided to prospective consultants as typical of certain current requirements for Consultant Agreement (contracts). This information has been taken verbatim from the Port of Port Angeles standard Consultant Agreement. By providing this information, it is not the intent to limit or in any way restrict the number of prospective consultant proposals. However, your firm should be aware that, if selected for this project, the provisions given below will be included in the Consultant Agreement. Additional provisions may be added to meet the FAA regulations advisory circular AC 150/5100-14D. Any reference to Attachments in this section applies to attachments which will be a part of the Agreement rather than the Request for Qualifications.

Questions/Changes/Limitations On Liability:

The provisions of this solicitation may be altered in any of its terms by the Port of Port Angeles. No part of this solicitation is to be considered as part of a consultant contract, nor is any provision contained herein to be binding on the Port of Port Angeles unless expressly included by reference or adoption in a subsequent written agreement executed by the Port of Port Angeles.

If there are any changes in this Request For Qualifications, or should it be determined that additional information exists which is substantively beyond the scope of the information provided herein, and that this information will be of value in preparation of a response to this Request, the changes or additional information will be transmitted to every prospective consultant who has received this Request for Qualifications.

If there are any questions with respect to this Request for Qualifications, please contact Mr. Doug Sandau at (360) 417-3456

Attachment: Port of Port Angeles Standard Consultant Agreement

Reference: FAA Advisory Circular AC No. 150/5100-14D
Advisory Circular AC No. 150/5100-15A

CONSULTANT AGREEMENT

This agreement is made this ____ day of _____, 20____, between the PORT OF PORT ANGELES ("Port"), a municipal corporation and _____ ("Consultant"), for the furnishing of professional services for _____ hereinafter referred to as the "Project".

The Port and the Consultant agree as set forth below:

I. SCOPE:

The Consultant shall provide all necessary professional services for this project to accomplish the work specified in Attachment A hereto or which may hereafter be required by the Port.

II. COMPENSATION:

The Port shall compensate the Consultant for work described in Attachment A in accordance with the mutually agreed upon "Schedule of Payments" as set forth in Attachment C. Payment of compensation specified shall be made monthly. Consultant should forward requests for payment within ten (10) days after the end of the month. Payment shall be made thirty (30) days from date invoice is received by the Port except as otherwise indicated in the Schedule of Payments.

- A. Upon execution of this Agreement, the Consultant may submit requests for payment for professional services rendered from _____ until the date of execution of this Agreement. Consultant will be compensated for these services in accordance with the terms of this Agreement. All sums paid by the Port in this regard are a part of the maximum authorized compensation for the project.
- B. Compensation will only be made to the extent to which the Consultant has documented evidence of fees earned and expenses incurred during the period for which payment is requested. All billings shall be to the Airport Manager, Port of Port Angeles, P.O. Box 1350, Port Angeles, WA 98362.

III. MAXIMUM AUTHORIZED COMPENSATION:

The maximum authorized compensation for the services required to perform the work described in Attachment A is \$_____ and shall not be exceeded without the written authorization of the Port. Consultant shall insure that their services are allocated so as to complete all tasks of the work as described in Attachment A.

IV. CHANGES:

The Port may at any time make changes in the scope of the work specified in Attachment A. If, in the opinion of the Consultant, such changes will require the Consultant to exceed the maximum authorized compensation specified in paragraph III, the Consultant shall make a request, in writing, for an equitable adjustment in the maximum authorized compensation. Such requests shall be transmitted prior to incurring any item of fee or expense related to the change in scope. Retroactive requests for equitable adjustment shall not be considered by the Port. The amount of any equitable adjustment shall be negotiated by the parties; however, the inability of the parties to reach an agreement as to the amount of such equitable adjustment shall not delay the performance of work described by this Agreement or changes authorized by this paragraph.

V. ACCOUNTING RECORDS:

Records of fees or expenses incurred described in paragraphs II.A and B shall be kept on a generally recognized accounting basis acceptable to the Port. The Consultant agrees to make such records and supporting documentation available to authorized representatives of the Port and any Federal agency or agencies charged with the administration of grant money for this project, both during the project and for three (3) years following the final payment for services rendered or termination of Consultant's services under this Agreement.

VI. RESPONSIBILITIES OF THE PORT:

- A. The Port shall designate a project management team to coordinate and review the work of the Consultant and to coordinate the work of the Consultant with all agencies and individuals involved with the Project. Project Manager for the Port is Doug Sandau. The Consultant is expected to work closely with the Project Manager and team throughout the duration of this Agreement.
- B. All drawings for this project shall be made on Mylar with a sheet size of 24" by 36".
- C. As an accommodation to the Consultant, the Port will, upon request, furnish without charge such structural, mechanical, soils, chemical and other laboratory tests, inspections and reports as it may have in its possession or hereafter obtain. Such information shall be for general guidance only, and the Port in no way warrants its sufficiency, adequacy or correctness, or any interpretations, deductions or conclusions derived therefrom. The use of such information for any purpose shall be at the sole risk and responsibility of the Consultant who shall, prior to such use, have satisfied itself that such information is adequate for such use.
- D. The Port shall furnish property and topographic surveys for this project. Prior to use of information contained in such surveys, the Consultant shall satisfy itself that such surveys are adequate and correct and shall immediately notify the Port of any errors, omissions, or inconsistencies found therein.

VII. DESIGNATION OF CONSULTANT PROJECT MANAGER:

The Consultant has designated _____ as Project Manager for this Project. This designation shall not be changed without the prior written approval of the Port.

VIII. OWNERSHIP OF DOCUMENTS:

The Consultant shall transmit to the Port the original of all final drawings, prints, plans, field notes, specifications, design computations, calculations and other project documents as requested by the Port. These documents will be maintained by the Port as a part of its contract file.

All drawings, prints, plans, field notes, specifications, design computations, calculations and other documents prepared or obtained for use in this project shall become the property of the Port and may be utilized by the Port, or its agents, for any purpose whatever without fee, royalty, or other payment to the Consultant.

No such document shall be the subject of any application or claim for copyright by or on behalf of the Consultant. Consultant shall not make any of the above documents available to any person, except as may be necessary to the performance of Consultant's services hereunder, without the prior written approval of the Port and shall take all necessary steps to keep secure those documents in their possession. All release of information to the public or news media will be the responsibility of the Port and Consultant shall not release any information to the public or news media without the prior written authorization from the Port.

IX. NON-DISCRIMINATION:

The Consultant covenants and agrees that in all matters pertaining to the performance or carrying out work under this Agreement, the Consultant shall at all times conduct its business in a manner which assures fair, equal, and non-discriminatory treatment of all persons without respect to race, color, religion, sex, national origin, age, handicap, or veteran status and, in particular:

A. The Consultant will maintain open hiring and employment practices and will welcome applications for employment in all positions from qualified females and individuals who are members of racial or religious minorities. The following information shall be submitted according to project size.

1. For agreements over ten thousand dollars (\$10,000), the Consultant shall submit:
 - a. A current personnel profile identifying all minority and female employees.

b. The company's Affirmative Action Officer's name and telephone number.

2. For agreements less than ten thousand dollars (\$10,000), the Consultant shall indicate their commitment to affirmative action and equal employment.

B. The Consultant shall comply strictly with all requirements of applicable Federal, State, or local laws or regulations issued pursuant thereto relating to the establishment of non-discriminatory requirements in hiring and employment practices, and assuring the service of all patrons or customers without discrimination.

C. The Consultant will act without discrimination when engaging subconsultants to perform work under this Agreement and will give equal consideration to minority and female owned firms.

D. In accordance with Federal requirements, the Port of Port Angeles has determined that this contract has subcontracting possibilities and has therefore, established a goal on this contract of _____% for the use of disadvantaged business enterprises.

X. TERMINATION:

The Port may, by written notice to the Consultant, terminate this Contract in whole or in part at any time, either for the convenience of the Port or because of the failure of the Consultant to fulfill its contract obligations. Upon receipt of such notice, the Consultant shall immediately discontinue all services and deliver to the Port all documents as described in paragraph VIII.

XI. PERSONNEL:

Where applicable, all personnel employed by the Consultant and all subcontractors retained by the Consultant and engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

XII. INTEREST OF CONSULTANT:

The Consultant 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 required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

XIII. COMPLIANCE WITH APPLICABLE LAWS:

The Consultant agrees to conduct and execute the Project in compliance with all applicable local, state, or Federal laws.

XIV. EXTENT OF AGREEMENT:

This Agreement represents the entire and integrated agreement between the Port and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Consultant and Port.

XV. GOVERNING LAW:

This Agreement shall be governed by the law of the State of Washington. Venue for any action between the Port and the Consultant, which action arises out of or in connection with this Agreement shall be in Clallam County.

XVI. INDEMNIFICATION:

A. General Liability

To the fullest extent provided by law and with the exception of paragraph B and subparagraphs thereto of this Section XVI, the Consultant agrees to defend, indemnify, and save the Port of Port Angeles harmless from all liability arising out of the consultant or his staff's negligent performance of the services under this Agreement.

B. Errors and Omissions

The Consultant agrees to indemnify and save the Port harmless in the same manner and subject to the same conditions as provided in paragraph A of this Section XVI for any error or omission in design, maps, plans, reports, specifications, or in performing services under this Agreement, provided, however, that the Consultant shall not be required to indemnify any party for an amount exceeding one million dollars (\$1,000,000) on any one occurrence.

1. Neither the Port's review nor its approval of any service, design, maps, plans, reports, or specifications provided by Consultant under this Agreement shall in any way relieve Consultant of its obligations under this Section XVI.
2. Nothing contained in this Section XVI shall be construed as a waiver of, or any limitation upon, the right of any party to seek or employ any other remedy, which may be available to it by law or under the terms of this Agreement.
3. In addition to any insurance coverage requirement recited in this Agreement or otherwise required by law, the Consultant shall provide insurance or other coverage, which will protect against losses attributable to Consultant's errors or omissions in an amount of not less than one million dollars (\$1,000,000) on any one occurrence.

- 4. Neither review nor approval of the Consultant's work by the Port shall in any way relieve the Consultant from its duty to abide by the generally accepted standards of professional care in the performance of its duties nor will such review or approval in any way relieve the Consultant from liability to the Port.

DATED this ____ day of _____, 20__.

PORT OF PORT ANGELES

CONSULTANT

By _____
Name: Doug Sandau
Title: Airport Manager

By _____
Name:
Title:

Attachments:

- "A" Scope of Work
- "B" Consultant's Fee Proposal
- "C" Schedule of Payment

Reference:

- Advisory Circular AC No. 150/5100-14D
- Advisory Circular AC No. 150/5100-15A