

REQUEST FOR QUALIFICATIONS

William R. Fairchild International Airport (CLM)

Five-Year Capital Improvement Program

Introduction:

The Port of Port Angeles is inviting interested consulting firms experienced and knowledgeable in critical aircraft and runway length determination; National Environmental Policy Act (NEPA) requirements for identification of a preferred alternative to airport obstructions; preparation of environmental assessments pursuant to NEPA; aviation easement analysis; obstruction removal and park redevelopment; airport engineering, environmental, planning, architectural, design and construction management in conformance with Federal Aviation Administration (FAA) regulations and FAA Airport Improvement Program (AIP) project and grant requirements, regulations and standards, to submit their qualifications for consideration to provide professional environmental, engineering, planning and architectural 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 State Environmental Policy Act (SEPA) requirements, 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 2015 and 2019. 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 150/5100-14E. In general, consultant services are needed for the following types of work:

- ➔ Airport landside improvements
- ➔ Airport Layout Plan (ALP) update, or airport facility layouts in aeronautical reserve areas or redevelopment areas
- ➔ Apron design and construction
- ➔ Environment Assessment/Categorical Exclusion documentation
- ➔ Aviation easement/land acquisition

- General aviation taxiway and infrastructure development
- Obstruction removal and park redevelopment
- Runway and taxiway pavement improvements
- T-hangar construction
- Transient parking improvements
- Wildlife management plan
- 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 2015-2019:

- Critical aircraft and runway length determination
- Environmental Assessment to identify a preferred alternative to airport obstructions
- Evaluation of environmental impacts associated with airport obstruction removal
- Avigation easement analysis
- Obstruction removal
- Park redevelopment including stump removal, regrading and replanting with low canopy trees, bushes and related foliage per recently completed park master plan
- Automatic gates and Precision Approach Path Indicator (PAPI) construction management
- Pavement rehabilitation runway 8/26
- Pavement maintenance (slurry seal) Taxiway Alpha south of Echo
- Tie down apron expansion
- New hangar taxiway development
- Wildlife management plan

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 Monday, November 3, 2014 to the following address. The total package should be no more than 40 pages, including the cover page.

Port of Port Angeles
ATTN: Jerry Ludke, Airport Manager
338 W. 1st Street
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-150/5100-14E 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 Professional Service Agreements (contracts). This information has been taken verbatim from the Port of Port Angeles' standard Professional Service 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 contract. Additional provisions may be added to meet the FAA regulations advisory circular AC 150/5100-14E. 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. Jerry Ludke at (360) 417-3363.

Attachment: Port of Port Angeles Professional Service Agreement

Reference: FAA Advisory Circulars (AC) and Orders including – but not limited to:

- AC 150/5050-4
- AC 150/5050-8
- AC 150/5300-13A
- AC 150/5100-14E
- AC 150/5100-17
- Orders 5050.4B and 5100.37B
- Order 5090.3C
- Orders 5100.38D and 5100.39A
- Order 5300.1F



PROFESSIONAL SERVICE 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:

A. 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.

B. Project Deliverables:

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II. COMPENSATION:

The Port shall compensate the Consultant for the work described in Attachment A. Payment shall be on a monthly basis where pay periods will be per calendar month. Payment shall be made within 30 days from date invoice is received by the Port. The length of this Agreement is from the date of execution to the completion of work specified in Attachment A.

A. Upon execution of this Agreement the Consultant may submit requests for payment for professional services rendered from _____ until the date of completion 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 Director of Engineering, 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 _____ **Dollars and 00/100ths (\$00)** 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 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 Managers for the Port shall be the Public Works Manager and the Director of Engineering. The Consultant is expected to work closely with the Project Managers and team throughout the duration of this Agreement.

VII. DESIGNATION OF CONSULTANT PROJECT MANAGER:

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

VIII. OWNERSHIP OF DOCUMENTS:

The Consultant shall transmit to the Port **All** deliverables in both hard copy and electronic format. Electronic files shall be in the format of the original software that created the files as well as PDF files 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. Reuse of work products on projects not covered by this Agreement without written consent of the Consultant is at sole risk of the Port.

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 \$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 \$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 sub-consultants to perform work under this Agreement and will give equal consideration to minority and female owned firms.
- 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. **SUSPENSION AND DEBARMENT:**
By signing this agreement, the Consultant verifies that it has not been suspended or debarred from working on federally funded projects.

XVII. INSURANCE:

The Consultant shall be responsible for maintaining, during the term of this Agreement and at its sole cost and expense, the types of insurance coverage's and in the amounts described below. Additionally, the Consultant is responsible for determining the proper coverage and that the Port will be defended and indemnified from any claims because of the Consultant, or sub-consultants, coverage being inadequate. Except for professional liability, the Port of Port Angeles shall be named as an "Additional Insured" using ISO Additional Insured endorsement CG 2010 1185 or both CG 2010 1001 and CG 2037 1001. Blanket additional insured endorsements are **not** acceptable. The consultant's insurance is primary; therefore the Port's insurance is excess and non-contributing. The Consultant shall furnish evidence, satisfactory to the Port, of all such policies.

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. Since Professional Liability coverage is written on a "claims made" basis, the insurance should continue past the completion of the project for a minimum of **three (3)** years after completion of the subject of the design work.

Consultant shall be SOLELY responsible for determining if any Federal jurisdictions such as USL&H or Jones Act apply to their operations. If required by Law, the operator shall provide the appropriate coverage and that at **NO** time shall the Port be responsible for the operator not providing their employees the proper insurance coverage for either USL&H or Jones Act

All policies shall be issued by a company having an A. M. Best rating of A:VII or better. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or limits except after 45 days prior written notice has been given to the Port. Except for professional liability, the Port shall be named as an additional insured on all policies on ISO Form CG 20 10 Form B.

During the term hereof, the Consultant shall take out and maintain in full force and affect the following insurance policies:

- A. Comprehensive general liability insurance and property damage, insuring the Port and the Consultant against loss or liability for damages for personal injury, death or property damage arising out of or in connection with the performance by the Consultant of its obligations hereunder, with



minimum liability limits of \$1,000,000.00 combined single limit for personal injury, death or property damage in any one occurrence and \$2,000,000 aggregate. An Affirmative statement must be included that their general commercial liability does **not** contain an exclusion for bodily injury and property damage associated with providing services around and on wharves, docks, piers and other marine structures

- B. Automobile Liability covering owned, non-owned and hired vehicles of \$1,000,000 combined single limit per accident.
- C. Such workmen's compensation and other similar insurance as may be required by law insurance and Employers Liability (or Stop Gap insurance).
- D. Professional Liability, Errors and Omissions (E & O) Insurance with a minimum liability limit of \$1,000,000 on a claims made, annual aggregate basis, for issues which may arise to the extent caused by the negligent acts, errors or omissions of the Consultant or sub-consultants or anyone directly or indirectly employed by them under this Agreement, or as required by Law.

DATED this _____ day of _____, **20**_____.

This Agreement is executed on the day first above written

THE PORT OF PORT ANGELES

CONTRACTOR

By

By

Title Executive Director

Title _____

Date _____

Date _____

Attachments:

"A" - Scope of Work / Consultant Proposal



ATTACHMENT A