



## REQUEST FOR QUALIFICATIONS

### ARCHITECTURAL AND ENGINEERING SERVICES

#### MULTI-TENANT INDUSTRIAL BUILDING FACILITY IMPROVEMENTS

##### **Introduction:**

The Port of Port Angeles is inviting interested Architectural and Engineering consulting firms to submit their qualifications detailing their experience and knowledge in design, engineering and building code requirements for industrial manufacturing buildings. The Port has recently committed to provide manufacturing space improvements to an existing 25,000 square foot building for one of its current tenants, Airborne ECS, LLC (AECS).

The Port is requesting proposals that include the full spectrum of anticipated disciplines, including architectural, structural, electrical, mechanical and civil. The selected consultant will work closely with the Port and AECS throughout the course of design and construction.

##### **Consultant Tasks:**

Working with the Port and AECS, the consultant will be responsible for developing plans specifications, technical manuals and bid drawings for improving approximately 12,500 square feet of existing floor space.

Facility Improvements include:

- Layout of floor space to optimize manufacturing efficiency
- Installation of HVAC system to serve manufacturing space
- Electrical upgrades including cable trays w/ drops to serve equipment
- Internet technology and fiber connection upgrades
- Access control and security Improvements
- Exterior gravel surfacing and asphalt improvements
- Exterior landscaping improvements
- Building mounted sign and separate landmark sign

The selected consultant will provide necessary documentation required to meet current City of Port Angeles building code standards and work closely with Port and AECS staff to ensure rapid and smooth approvals for the construction project.

The selected consultant will provide pre-bid assistance, be responsible for meeting with prospective bidders, and provide bid addendums as may be required. Once bids are accepted for the actual construction project, the selected consultant will assist the Port in bid review and selection of successful bidder.



As an option, the Port will consider construction inspection services.

**Qualification Statement Requirements and Relevant Information:**

Consultants submitting their qualifications should limit their submittal to the information requested below. No favorable consideration will 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 this project, resumes of individuals who will not be engaged in the work, or any other non-project related material. Brevity is appreciated.

1. Briefly list and describe your firm's previous experience in providing Architectural and Engineering services for industrial/manufacturing buildings. For each project listed, the information should include:
  - a. Name and location of the facility and the date the work was completed.
  - b. Name and telephone number of the manager or staff person whom your firm worked with on the project.
  - c. Name of your project manager and pertinent project team members.
  - d. Brief description of the work performed.
  - e. Total final combined design and construction dollar amount of the work performed and whether the project was completed within the original budget.
2. Provide the names of your members and those of any proposed sub-consultants 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 sub-consultants, indicate if your firm has worked with the sub-consultant on previous projects. The Port of Port Angeles encourages consultants to use qualified local sub-consultants and labor force when possible.
3. Provide a proposed work plan and how that plan will be accomplished. Highlight issues you feel will be relevant and what strengths your organization has to deal with those issues.



4. 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.
5. 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 Qualifications:**

Three hard copies one digital copy (usb or cd) of your firm's qualifications and supportive data shall be submitted by 5:00 PM, June 20, 2017 to the following address:

Port of Port of Port Angeles  
ATTN: Chis Hartman  
P.O. Box 1350  
Port Angeles, Washington 98362

**Time for Completion:**

Time for completion will be such that the bid announcement for this public works project can be advertised in early January 2018.

**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 Chris Hartman at (360) 417-3422 or [chrish@portofpa.com](mailto:chrish@portofpa.com).

**Selection Procedures:**

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



Review of the submitted qualifications will be by a selection committee made up of Port and AECS staff members.

Selection will be based on the Consultant's ability to meet certain criteria, including but not limited to that listed below and an analysis of the consultant's previous engineering, planning and design experience. 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 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 selection committee will review all proposals and jointly determine the most qualified consultant. If consensus cannot be reached by review of the proposals alone, than follow up interviews will be conducted of the top two or three consultants.

The Port and the selected consultant will then negotiate an acceptable scope of work and fee amount for completing the work. Should the Port and selected consultant be unable to negotiate a satisfactory contract, 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.

### **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 would be included in the Consultant Agreement. Any reference to Attachments in this section applies to attachments, which will be a part of the Agreement rather than the Request for Qualifications.



**Attachments Included:**

Consultant Agreement – Pages 6-10

Figure-1: Manufacturing Space Layout – Page 11



## CONSULTANT SERVICES AGREEMENT

**PROJECT:**  
**CONSULTANT:**

THIS AGREEMENT is made and entered into by and between the Port of Port Angeles (*hereinafter referred to as the "Port"*) and \_\_\_\_\_ (*hereinafter referred to as the "Consultant"*) for the furnishing of consultant services for \_\_\_\_\_.

The Port and Consultant mutually agree as follows:

### **SCOPE AND SCHEDULE OF WORK**

**List of Deliverables:**

**Note:** See Attachment A for scope details.

### **COMPENSATION**

This will be accomplished on a total fee and expense basis and will not exceed \_\_\_\_\_, without prior written approval from the Port.

### **LENGTH OF AGREEMENT**

The length of this agreement is from \_\_\_\_\_ through \_\_\_\_\_.

### **RATE AND FEE SCHEDULE AND OUT-OF-POCKET EXPENSES**

### **REPRESENTATIVES**

The Port's Project Manager and Consultant's Representative for this Agreement are as specified. Alternate representatives may be appointed by either party with written notice to the other party.

**Port's Project Manager:** \_\_\_\_\_  
**Consultant's Representative:** \_\_\_\_\_

### **TERMS AND CONDITIONS**

In consideration of the mutual covenants, obligations, and compensation to be paid by the Port to Consultant, it is agreed that:

#### **1. Relationship of the Parties**

Consultant, its subconsultants and employees, is an independent Contractor. Nothing contained herein shall be deemed to create a relationship of employer and employee or of principal and agent.

#### **2. Conflicts of Interest**

Consultant warrants that it has no direct or indirect economic interest which conflicts in any manner with its performance of the services required under this Agreement. Consultant warrants that it has not retained any person to solicit this Agreement and has not agreed to pay such person any compensation or other consideration contingent upon the execution of this Agreement.

#### **3. Compliance with Laws**

Consultant agrees to comply with all local, state, tribal and federal laws and regulations applicable to the services, including registration and taxes, permitting regulations and those regarding employee safety,



the work place environment, and employment eligibility verifications as required by the Immigration and Naturalization Service. Consultant shall obtain all licenses and permits required to complete the scope of work as defined.

The Port shall furnish Consultant with the information required by the Hazard Communication standard for materials preexisting on the project site. Consultant will ensure that this information is made available to the Consultant's personnel and subconsultants, and incorporated into the contract documents as appropriate.

#### **4. Suspension and Debarment**

By signing this agreement, the Consultant verifies that it has not been suspended or debarred from working on federally funded projects

#### **5. Records and other Tangibles**

Until the expiration of six years after the term of this Agreement, Consultant agrees to maintain accurate records of all work done in providing services specified by the Agreement and following Consultant's receipt of final payment therefore to deliver such records to the Port upon termination of the Agreement or otherwise as requested by the Port.

#### **6. Ownership of Work**

The services to be performed by Consultant shall be deemed instruments of service for purposes of the copyright laws of the United States. The Port has ownership rights to the work products prepared by the Consultant in performing these services. Consultant shall not be responsible for changes made in the work products by anyone other than the Consultant. Consultant shall have free right to retain, copy and use any tangible materials or information produced but only for its own internal purposes. Use of documents or other materials prepared under this Agreement for promotional purposes shall require the Port's prior consent.

#### **7. Disclosure**

All information developed by the Consultant and all information made available to the Consultant by the Port, and all analyses or opinions reached by the Consultant shall be confidential and shall not be disclosed by the Consultant without the written consent of the Port except to the extent required by law or legal process.

#### **8. Deliverables**

Unless otherwise specified in the Scope of Work, Consultant shall provide draft deliverables to the Port for review prior to preparation of final deliverables. Delivery of materials produced shall consist both of the tangible materials and any and all computer files used in the creation of the tangible product in the original format in which it was created and a PDF format or other format specified by the Port.

#### **9. Compensation**

As full compensation for the performance of its obligations of this Agreement and the services to be provided, the Port shall pay Consultant as specified in the Agreement. Compensation for vehicle usage will be paid at the current Internal Revenue Service allowable mileage reimbursement rate based on road mileage distance between Consultant's office and project location. Consultant's expenses will be reimbursed at cost. Hourly rates shall include all of Consultant's routine administration and overhead expenses, including all equipment, software, tools and supplies reasonably required to perform the scope of services. The Port will not separately reimburse Consultant for routine overhead expenses or administration including but not limited to:

- A. Computer hardware or software usage
- B. Digital camera or recording equipment
- C. Communications - including phone, internet, fax, postage and courier
- D. Routine reproduction except for documents produced by outside vendor
- E. Small tools and expendables.
- F. Federal, state or local taxes
- G. Safety training and equipment
- H. Time devoted to Agreement negotiation, invoicing or dispute resolution.



### **10. Payment Schedule**

Consultant shall submit detailed numbered invoices showing description of work items being invoiced, work order number, title of project, total authorized, total current invoice, balance of authorization, individual's names and titles, hours, hourly rate and all authorized expenses itemized, with backup, by the 10<sup>th</sup> of the month to be paid by the end of the current month, unless other terms are agreed to by the parties.

### **11. Costs and Disbursements**

Consultant shall pay all costs and disbursements required for the performance of its services under this Agreement.

### **12. Indemnity**

For all claims arising from the performance of the Consultant's professional services Consultant and its subconsultants agree to indemnify and hold harmless the Port of Port Angeles, its appointed and elective officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs, by reason of any and all claims and demands on it, its officers and employees, to the extent arising from the negligent acts, errors or omissions by the Consultant in the performance of the Consultant's professional services.

### **13. Insurance**

Prior to commencement of services under this Agreement and if required below, Consultant shall procure and maintain one or more lines of insurance coverage to be kept in force for the life of this Agreement. If required, insurance shall be procured from insurance carriers with a current A.M. Best's rating of no less than "A VI". Consultant shall submit to the Port a Certificate of Insurance which shows that it has obtained the required coverage(s). Coverage shall not lapse or be terminated without written notification to the Port, delivered electronically or by mail, not less than thirty (30) days prior to any such lapse or termination. Consultant agrees to notify the Port of any material change of coverage or reduction in limits. Except for professional liability, the Port shall be named as an additional insured on all policies on ISO Form CG 20 10 Form B.

This Agreement  **[Does]**  **[Does not]** require commercial general liability insurance. If neither box is checked, commercial general liability insurance is required. If required, the following will apply: Consultant shall procure and maintain during the life of this Agreement commercial general liability coverage on occurrence form CG0001 or equivalent with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate;

This Agreement  **[Does]**  **[Does not]** require automobile liability insurance. If neither box is checked, automobile liability insurance will be required. Consultant shall procure and maintain during the life of this Agreement automobile liability insurance covering owned, non-owned and hired vehicles of \$1,000,000 combined single limit per accident. Sole proprietors may provide coverage on a Personal Auto Policy in lieu of a Commercial Auto coverage form.

This Agreement  **[Does]**  **[Does not]** require Professional Liability insurance coverage. If neither box is checked, the Agreement does require this coverage. Consultant shall procure and maintain during the life of this Agreement professional liability insurance of \$1,000,000 per claim and in the aggregate. Insurance shall have a retroactive date before the date of commencement of services and shall remain in effect for the term of this Agreement plus three years.

### **14. Force Majeure**

Neither the Port nor the Consultant shall hold the other party responsible for damages or delay in performance caused by acts of god, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

### **15. Standard of Care**

Consultant shall perform its work to conform to generally accepted professional standards. Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and





coordination of all deliverables prepared under this Agreement Consultant shall, without additional compensation, correct or revise any errors or omissions in such deliverables. The Port's approval of deliverables shall not relieve Consultant of responsibility for the adequacy or accuracy thereof. The Consultant shall remain liable for damages and costs incurred by the Port to the extent arising from the Consultant's errors, omissions or negligent performance of services furnished under this Agreement.

#### **16. Competitive Specification**

This Agreement  [Does]  [Does not] require development of plans or specifications. If required, the following paragraph shall apply:

Consultant shall provide for the maximum use of materials, equipment, construction methods and products that are readily available through competitive procurement, or through standard or proven production techniques.

Consultant shall not produce a design or specification which would be restrictive or written in a manner as to contain proprietary requirements other than those based on performance, unless such requirements are necessary to demonstrate a specific outcome or to provide for necessary interchangeability of parts and equipment. Consultant shall justify in writing the use of any sole source. Where brand names are identified, they shall be followed by the salient product performance characteristics and the words "or approved equal" so that comparable quality or utility may be determined.

#### **17. Time**

Time is of the essence in the performance by the Consultant of the services required by this Agreement. The Consultant shall complete its services within the milestones set forth in the project schedule. The Consultant shall also address issues which may result in completion beyond the established schedule or budget.

#### **18. Assignability**

Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement to any party without prior written consent of the Port.

#### **19. Term of this Agreement**

The effective dates of this Agreement are as specified. This Agreement may be terminated by the Port for cause when the Port deems continuation to be detrimental to its interests or for failure of the consultant to perform the services specified in the Agreement. The Port may terminate this Agreement at any time for government convenience in which case it shall provide notice to the Consultant and reimburse the Consultant for its costs and fees incurred prior to the notice of termination. The provisions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of performance or termination of this Agreement shall so survive. All indemnities provided in this Agreement shall survive the expiration or any earlier termination of this Agreement.

#### **20. Disputes**

If a dispute arises relating to this Agreement and cannot be settled through direct discussions, the parties agree to endeavor to settle the dispute through a mediation firm acceptable to both parties, the cost of which shall be divided equally. The Port reserves the right to join any dispute under this Agreement with any other claim in litigation or other dispute resolution forum, and the Consultant agrees to such joinder, so that all disputes related to the project may be consolidated and resolved in one forum. Venue for any litigation shall be the Clallam County Superior Court of the state of Washington and the prevailing party shall be entitled to recover its costs and reasonable attorney fees.

#### **21. Extent of Agreement**

This Agreement represents the entire and integrated understanding between the Port and Consultant and may be amended only by written instrument signed by both the Port and Consultant.

#### **22. Order of Precedence**

The provisions of this Agreement are complimentary and shall be interpreted to give effect to all of its provisions. Any inconsistency in this Agreement shall be resolved in the following order of precedence:

- A. Personal Services Agreement including Terms and Conditions, as modified by the latest amendment.
- B. Attachment A, Scope of Work, as modified by the latest amendment.



- C. Attachment B, Schedule of Fees, as modified by the latest amendment.
- D. Remaining attachments to the Personal Services Agreement:

**AGREED**

This agreement is expressly conditioned upon the Terms and Conditions and any Attachments attached and by reference incorporated herein. Consultant acknowledges reading this Agreement, understands it and agrees to be bound by its Terms and Conditions.

**PORT OF PORT ANGELES**

\_\_\_\_\_

By: \_\_\_\_\_  
Karen Goschen

By: \_\_\_\_\_

Title: Executive Director

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

