



## **REQUEST FOR QUALIFICATIONS**

### **PABH Boat Launch Improvements**

#### **A. INTRODUCTION**

The Port of Port Angeles (Port) invites qualified consultants to submit their qualifications for the Port Angeles Boat Haven (PABH) Boat Launch Improvement Project (Project). Consultants must have the skills and experience in providing project management, conceptual engineering, cost estimating, scheduling, design, plans and specifications, and construction support for in-water work.

#### **B. BACKGROUND**

The Port of Port Angeles is located 80 miles north and west of Seattle on the Strait of Juan de Fuca. The Port operates the Port Angeles Boat Haven and adjacent boat launch. The existing boat launch was installed in the 1970's and needs to be replaced. The goals of the project are to replace the existing ramp with precast concrete panels, widen ramp surface to support floats, replace creosote treated guide piles with steel piles and improve access with new wider and longer ADA compliant gangways.

The project is located adjacent to: 1213 Marine Dr, Port Angeles, WA 98363

The Port anticipates having Project permits (SMP, Corps, 401 cert, and HPA) in hand by April 2015. Included with this RFQ as Attachment-2 are the permit drawings.

#### **C. SCOPE OF SERVICES**

The consultant will be responsible for the coordination and competition of all Project components and tasks as follows:

- Become familiar with existing conditions, both structural and environmental, and all influences that may affect the proposed project.
- Become familiar with project permit conditions and incorporate these conditions into design and bid documents. Include required mitigation work into bid documents if appropriate.
- Conduct technical studies (Surveying and Bathymetry) as needed to support design.

- Develop preliminary design and estimated construction costs.
- If needed work with permitting agencies to modify existing permits to provide the best design for the Port.
- Produce bid documents (drawings, bid schedule, and specifications)
- Provide project construction scheduling and management.

#### **D. DELIVERABLES**

Project deliverables include:

- Detailed Design and Bid Documents
  - Construction Schedules, Plans, Technical Specifications and Cost Estimates
  - Submittals At 30%, 60%, 90% and 100% Design Completion
  - Issued-for-Bid plans and Contract Provisions
- Attend Meetings As Requested by Port of Port Angeles
- Bid and Construction Support Services to Include:
  - Issued-for Construction Plans and Specifications
  - Respond to Bidder Questions
  - Attend Pre-Bid Conference and Bid Opening
  - Provide Construction Support for the Duration of the Project, Including Review of all Submittals and Shop Drawings, Responses to Requests for Information (RFI), and Review Pay Estimates and Change Order Proposals
  - Review of Contractor's Redlined Drawings and Create Record Drawings

#### **E. RFQ CONTENT**

##### **1. LETTER OF INTEREST AND INTRODUCTION**

**2. SIMILAR EXPERIENCE:** List the experience of the team's key staff proposed for this Project. This shall include a 5-year successful history of completing similar work.

**3. PROPOSED STAFF:** List the backgrounds and qualifications of key team members, including any sub-consultant staff, proposed to be used on specific project component(s). Resumes shall be included as an appendix (not counting towards the 40-page limit).

**Project Management:** Name of the project manager and experience he/she has as project manager on similar projects. Describe the project management approach to be used, including how costs will be managed and controlled.

**4. DEMONSTRATION OF UNDERSTANDING OF THE PROJECT:** List and describe briefly what your team thinks are the important issues for this Project and what will the team's approach will be for successful project completion.

**5. USE OF LOCAL PROFESSIONALS:** Our experience has been that the use of local professionals can result in a more efficient and successful project. If your team plans to use local professionals, provide a detailed explanation of how they will be used. Indicate the activities in which they will be involved and estimate the percentage of the total work that will be completed by local professionals.

**6. STAFF AVAILABILITY:** Demonstrate the ability to provide the proposed staff for the full duration of this project.

**7. FORMAT:** Please provide the above information in the order listed and in an organized fashion. Maps, concept plans, and other supporting graphic material should be included and attached on pages no larger than 11x17. Proposals must be no longer than 40 pages (double-sided). Three (3) copies of the above information must be submitted to:

**The Port of Port Angeles  
338 W. First Street  
P.O. Box 1350  
Port Angeles, WA 98362  
by 4:30 PM April 6, 2015.**

Any questions or concerns may be directed to Jesse Waknitz at (360) 417-3452 or [jessew@portofpa.com](mailto:jessew@portofpa.com)

#### **F. SELECTION CRITERIA**

The qualifications received will be evaluated to determine the firm most highly qualified to provide the services required for the Project based upon the following criteria:

- Responsiveness to RFQ details
- Team and sub-consultant qualifications, credentials and experience
- Approach and Project understanding
- Team schedule and availability

#### **G. SELECTION PROCESS**

The anticipated selection process is as follows:

1. A panel will review the qualifications submitted.
2. The panel may request additional information from one or all Consultants.
3. Interviews may be scheduled with one or more Consultants.
4. The selected Consultant will be invited to enter into contract negotiations with the Port. As a first step, the Consultant will be asked to prepare a detailed scope of work and the cost of completing the work as outlined.

5. Should the Port and the selected firm(s) not reach a mutual agreement, the Port will terminate negotiations and move to the next qualified firm and proceed with negotiations.

The Port reserves the right to reject any and all submittals and to waive any informality in procedures.

*Attachment-1: Standard Consultant Agreement*

*Attachment-2: Permit Drawings (2 Sheets)*

**PROFESSIONAL SERVICE AGREEMENT**

This agreement is made this \_\_\_\_ day of \_\_\_\_\_, **2015**, 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. SELECTION PROCESS

II. 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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III. 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.

IV. 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.

V. 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.

VI. 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.

VII. 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. 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.

XIII. 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.

XIV. COMPLIANCE WITH APPLICABLE LAWS:

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

XV. 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.

XVI. 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.

XVII. SUSPENSION AND DEBARMENT:

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

XVIII. 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.

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



forty five (45) days prior written notice has been given to the Port. 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.

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 One Million Dollars (\$1,000,000.00) combined single limit for personal injury, death or property damage in any one occurrence and Two Million Dollars (\$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 and Employers Liability (or Stop Gap insurance).
- d. Professional Liability, Errors and Omissions (E & O) Insurance with a minimum liability limit of One Million Dollars (\$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 \_\_\_\_\_, **2015**.

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-2  
 Port of Port Angeles – PABH Boat Launch Improvements



**PROJECT PURPOSE:**  
 MAINTENANCE AND REPAIRS FOR MARINE TERMINALS AND IN WATER STRUCTURES

**APPLICANT:**  
 PORT OF PORT ANGELES

**ADJACENT PROPERTY OWNERS:**  
 (SEE APPLICATION)

**DATUM:**  
 OHW = MHHW = 7.2 FT  
 MLLW = 0.0

**LAT 48° 07' 80"**  
**LONG 123° 26' 25"**

**SHEET 15**  
**BOAT HAVEN RAMP SITE PLAN**



**MAINTENANCE AND REPAIRS PROGRAM**

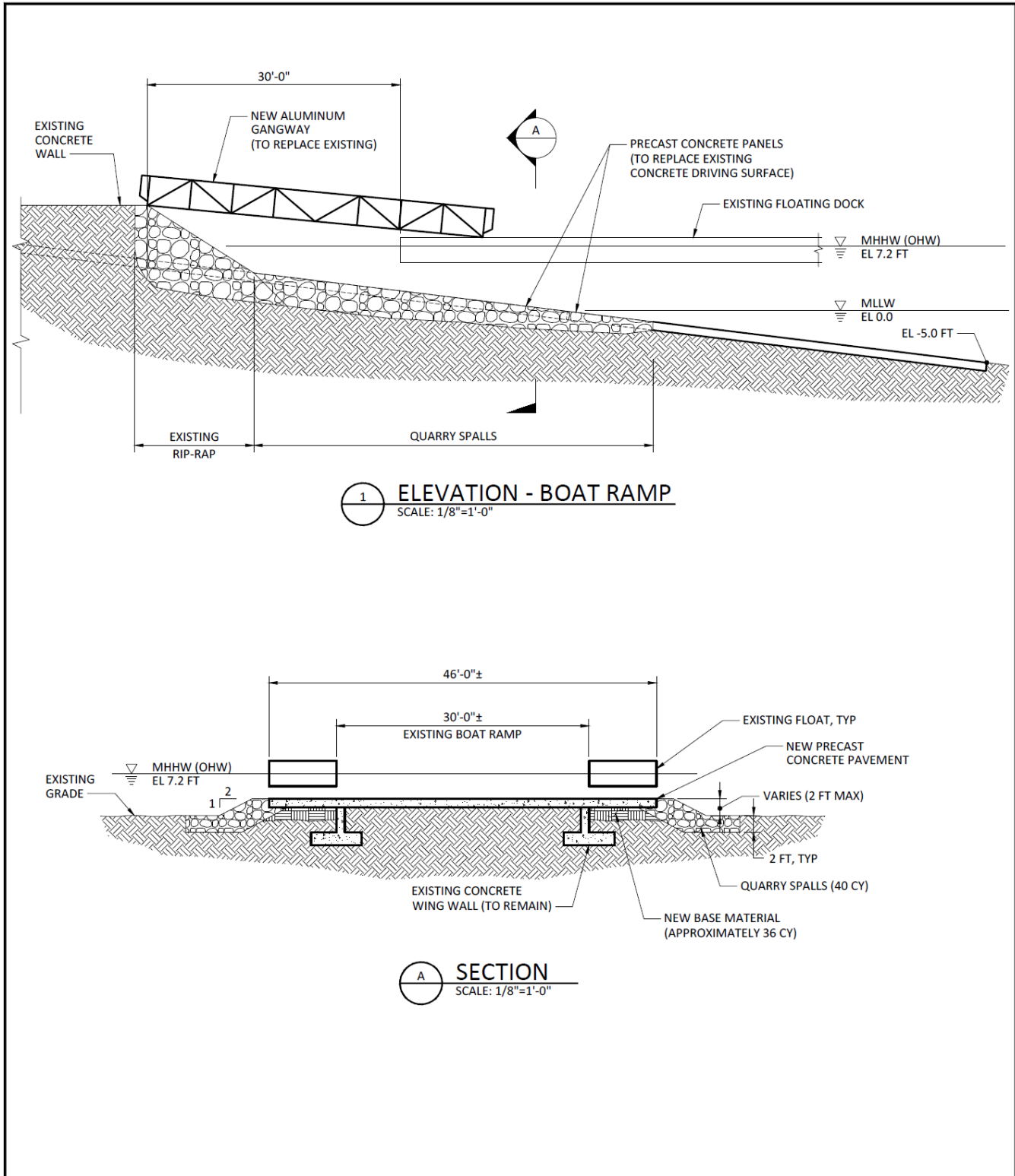
**AT:** Port Angeles Harbor, Washington

**LOCATED IN:** Township 30-N  
 Range 6 W.W.M.  
 Section NE 3

Port Angeles Harbor, Clallam County, WA

**DATE:** 10/03/14 **SHEET:** 15 OF 30

Attachment-2  
 Port of Port Angeles – PABH Boat Launch Improvements



PROJECT PURPOSE:  
 MAINTENANCE AND REPAIRS FOR MARINE TERMINALS  
 AND IN WATER STRUCTURES

APPLICANT:  
 PORT OF PORT ANGELES

ADJACENT PROPERTY OWNERS:  
 (SEE APPLICATION)

DATUM:  
 OHW = MHHW = 7.2 FT  
 MLLW = 0.0

LAT 48° 07' 80"  
 LONG 123° 26' 25"

SHEET 16  
 ELEVATION - BOAT RAMP

**PORT**  
 OF PORT ANGELES  
 WASHINGTON

MAINTENANCE AND REPAIRS PROGRAM

AT: Port Angeles Harbor, Washington

LOCATED IN: Township 30 N  
 Range 6 W W.M.  
 Section NE 3

Port Angeles Harbor, Clallam County, WA

DATE: 10/03/14 SHEET: 16 OF 30