

**CITY OF SHELTON, WASHINGTON
Department of Public Works**

**Request for Qualifications
Engineering Services for Funding Application Level Design
Access Shelton Phase I
May 2018**

The City of Shelton, Washington is accepting “Requests for Qualifications” (RFQ’s) from qualified Civil Engineering consulting firms to provide the City with preliminary civil engineering design services associated with the construction of pedestrian sidewalks and ADA ramps. The initial scope of work will include developing funding application level engineering drawings for the sidewalk reconstruction as proposed herein. A potential additional phase of work, under a supplemental agreement, might include civil engineering (and related geotechnical and environmental) design services as needed for the development of construction plans and bid documents, bid support services, and construction management/support services for the projects.

Section I - Background:

In order to provide timely and efficient design and construction of certain City of Shelton projects, it is necessary for the city staff to be periodically augmented. At the present, the City needs specialized expertise in civil engineering as described below in Section II, Scope of Work.

Section II - Scope of Work:

In the initial phase of work, the Consultant shall provide ten percent level plans and profile drawings for the construction of the designated pedestrian sidewalks and ADA ramps as shown in red on **Exhibit A**. There is a potential secondary phase of work which would include civil engineering design efforts (and all related geotechnical, cultural resources and environmental evaluations – as needed) associated with the development of plans and construction bid documents. This project may be Federally funded and will be required to meet all appropriate Federal and State standards, conditions and documentation typically associated with Federal Highways.

The services required by the City may include, but are not limited to:

- Preliminary design of walkways and ADA ramps
- Determine Environmental, Critical Areas and Cultural Resource evaluation requirements
- Determine Permitting Requirements
- Develop preliminary cost estimate

Section III - Required Insurance:

Indemnification / Hold Harmless

Consultant shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the Public Entity, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

A. Insurance Term

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. No Limitation

The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Consultant shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

D. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

E. Other Insurance Provision

The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Consultant's insurance and shall not contribute with it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage

The Consultant shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

H. Notice of Cancellation

The Consultant shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any

and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Consultant from the Public Entity.

J. Public Entity Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

Section IV - Proposal Format and Content:

In submitting a proposal, each consultant acknowledges that the City shall not be liable to any person for any costs incurred therewith or in connection with costs incurred by any proposer in anticipation of Council action approving or disapproving any proposed agreement. The City may accept or reject any RFQ or proposed agreement without limitation. Nothing in this Request for Qualification or in subsequent negotiations creates any vested rights in any person or firm.

Proposals, which do not address the items listed in this section, will be considered incomplete and will be deemed not eligible for further consideration by the City.

A. A one-page Letter of Transmittal

B. Background

1. Brief resumes of the "Principal-in Charge," the "Project Manager" and other key technical personnel that will be assigned to the various elements within this project. Discuss prior experience of these persons, as that experience may relate to the project.
2. A description of your team's project delivery process and how your team will be able to meet the time constraints of the proposed work. Please elaborate on the anticipated City interaction/coordination with your proposed team; and the expected City review times and the iterative review processes and any other items that will be necessary to meet the scheduling demands.

C. References

Provide names and telephone numbers of at least three references that are willing to attest to your firm's ability to produce comparable projects on schedule and within budget.

D. Confirmation of Business Organization (**Exhibit B**)

On the last page of the RFQ, the proposer shall complete **Exhibit B** and identify the business organization under which it currently operates (Exhibit B is provided herein). Partnerships and joint ventures will list each member's name, address, business license, tax ID, telephone and fax numbers on a separate sheet of paper attached to the proposal.

Section V - Evaluation Criteria and Selection Process:

A committee of individuals to be selected by the City of Shelton, Public Works Department, will perform evaluation of the proposals. The proposals will be scored and ranked based on the criteria below. The firm with the highest cumulative score may be invited to enter into contract negotiations. If an agreement cannot be reached, the second highest proposer may be contacted for negotiations. The City reserves the right to award the contract to the highest ranked firm without further discussions. The City reserves the right to reject all proposals received.

- 1) Qualifications of the consultant team. (MAXIMUM 3 POINTS AVAILABLE)
- 2) Past comparable experience of the team. (MAXIMUM 2 POINTS AVAILABLE)
- 3) Capability of providing the required work products within the timelines identified. (MAXIMUM 2 POINTS AVAILABLE)
- 4) Demonstrated comprehension of an acceptable project delivery process. (MAXIMUM 3 POINTS AVAILABLE)
- 5) References. (MAXIMUM 2 POINT AVAILABLE)

The City of Shelton hereby notifies that it will affirmatively insure that in any agreement entered into pursuant to this invitation, minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, religion, or national origin in consideration for an award.

The City of Shelton is an Equal Opportunity Employer and does not discriminate against any person, firm partnership, or organization as it pertains to race, color, religion, sex, age, national origin, marital status, sexual orientation, medical condition, physical handicap or disability. Any person, firm, partnership, or organization contracting with or doing business with the City shall be in conformity with the City's policy on non-discrimination.

Section VI – Submittal

Three (3) copies of the proposals are due to the City of Shelton, Washington, Department of Public Works Office prior to **2:00pm on Friday, June 8, 2018**. Proposals may be hand-delivered, mailed, or delivered by courier; facsimile or emails will not be accepted.

Submittal Address: City of Shelton
525 West Cota Street
Attention: Public Works
Department (360) 432-5130

All proposals should be clearly marked on the outside of the envelope: **“10% Design for Access Shelton Phase I”**. It is highly preferred that proposals are submitted on 100% post-consumer content recycled paper. All copies should be duplex printed, and not use plastic or non-recyclable covers or bindings. The City may consider proposals that do not address the items listed in this section as non-responsive.

Inquiries regarding this RFQ can be emailed to Brooke Kilts, Administrative Manager, at brooke.kilts@sheltonwa.gov. **Response to inquiries cannot be guaranteed unless received in writing prior to 2:00pm on Tuesday, June 5, 2018.** If an addendum is issued, it will be posted to the “Current Projects and Bid Opportunities” page, located at: http://www.sheltonwa.gov/departments/public_works/current_projects_and_bid_opportunities.php and will outline all questions and their associated answers, received prior to the inquiry deadline.

Before receiving an award, the successful proposer will be required to provide the City of Shelton copies of their current State of Washington and City of Shelton business licenses and Certificates of Insurance.

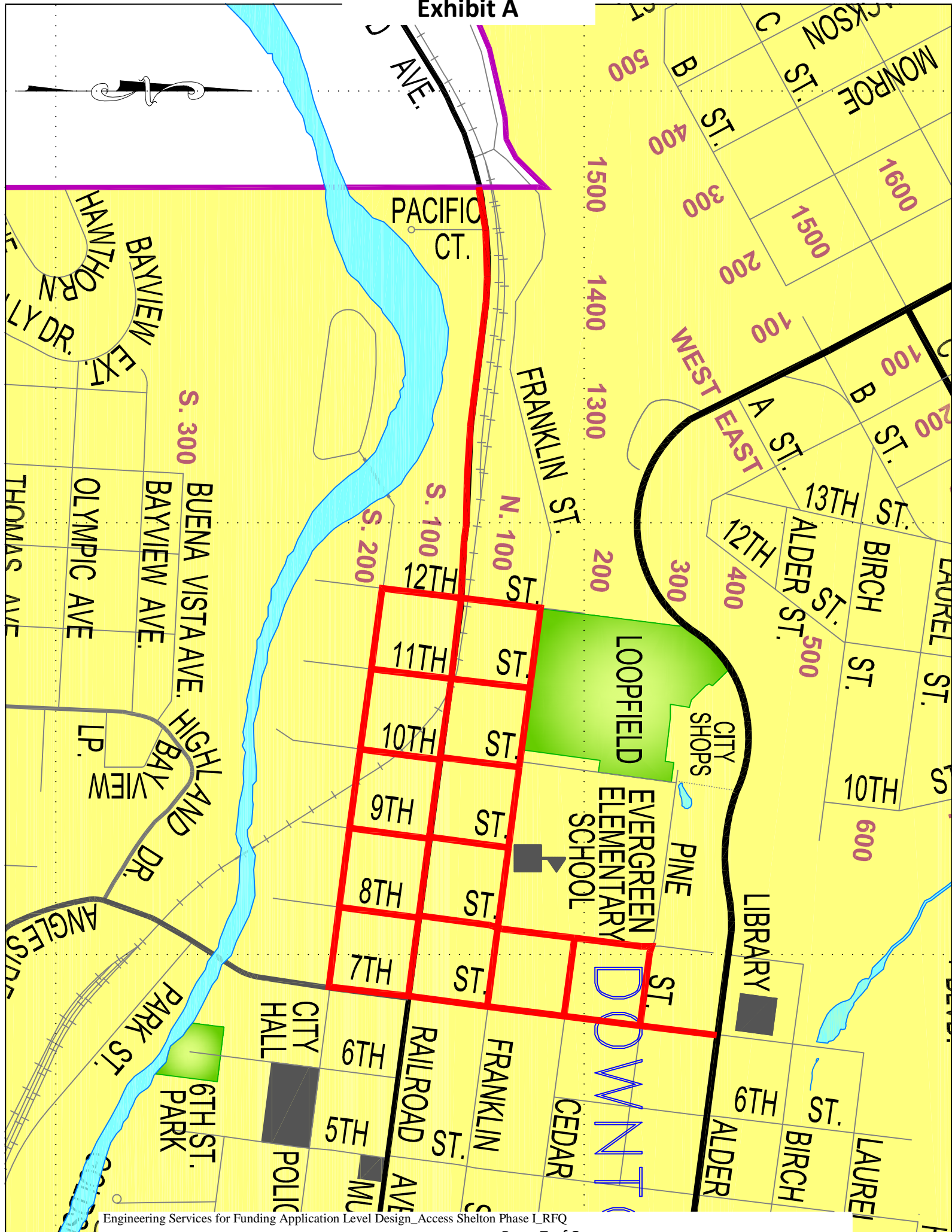


Exhibit B

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Identification of Business Organization:

The proposer, by checking the applicable box, represents that it operates as:

a corporation incorporated under the laws of the State of Washington

an individual doing business as _____

a partnership (identify all partners on a separate page, attached)

a joint venture (identify all joint ventures on a separate page, attached)

other (please specify) _____

Proposer or Company Name

City of Shelton Business License #

Address of Proposer

Tax ID #

Telephone Number

Signature

Facsimile Number

Signature Name and Title (print)