

## Request for Qualifications

RFP#17-04

### City of Port Townsend Golf Course Groundwater Development

**Offered by:** The City of Port Townsend

**Issued:** February 15, 2017

**Submissions due:** 2:00 PM March 8, 2017

#### **Description:**

The City of Port Townsend is seeking qualifications for the development of a well capable of pumping 150 gpm (up to 34 acre-feet per year), which will be used for irrigation of the municipally owned golf course. A water right application for this purpose was filed in 2002.

#### **Scope of work:**

Task 1 – Review hydrogeological conditions and develop drilling recommendations.

Task 2 – Assist with water right processing. It is assumed the project will require participation in the Department of Ecology (DOE) Cost Reimbursement Program.

Task 3 – Develop technical specifications for well drilling, solicit bids from qualified drillers, assist with selection of a drilling contractor, and obtain a preliminary permit from the DOE to drill the well. The City will contract with the driller directly using the technical specifications and bid package prepared by the Consultant.

Task 4 – Collect and log drilling data, determine well screen design and develop well in coordination with driller.

Task 5 – Perform well and aquifer testing.

Task 6 – Evaluate sustainable well yield and hydrologic impacts of pumping.

Task 7 – Documentation of water supply investigation. Prepare report suitable for inclusion in a water-right Report of Exam.

Task 8 – Prepare water right documents and provide support for permit processing.

#### **Submittal elements:**

- **Letter of interest:** With a statement of availability to complete the work and acknowledgement of any addendum that will be posted at the Washington Builder's Exchange <http://bxwa.com/>.
- **Representative project experience:** Provide three examples of relevant project experience.

- **Project team:** Qualifications, experience and resumes of the personnel who will be assigned to the project. Include individual roles and responsibilities.
- **General Approach:** Describe general approach to delivering the necessary services identified in the scope.
- **References:** Include three references from similar projects.

The City of Port Townsend reserves the right to reject any and all proposals, to waive formalities or to accept any proposal which appears to serve the best interest of the City. Consultant selection is anticipated to result in City Council approval for the issuance of a contract for services in the form provided in this RFQ, for a maximum 12 month duration. A contract with a detailed scope of work, rates and charges will be negotiated with the successful candidate.

**Questions regarding this RFQ** – Please submit all questions, in writing to Ian Jablonski at [ijablonski@cityofpt.us](mailto:ijablonski@cityofpt.us) . Any substantive questions will be addressed in an addendum and issued to all firms on the proposers list.

**Proposers List** – Please email Ian Jablonski at [ijablonski@cityofpt.us](mailto:ijablonski@cityofpt.us) if you would like to be included on the submittal list. This will ensure that you receive any addenda issued by the City.

**Submittal delivery:** Qualifications (one copy) is to be submitted by email to the City Clerk at [jsanders@cityofpt.us](mailto:jsanders@cityofpt.us) , by mail, or hand delivered to:

City of Port Townsend  
Attn: City Clerk  
250 Madison St. Suite 2  
Port Townsend, WA 98368

**Evaluation criteria:**

Proposals will be evaluated on the following criteria:

1. Demonstrated experience level and expertise of the firm to for a similar project (30%).
2. Qualifications and experience of project team key personnel (20%).
3. Demonstrated understanding of the purpose, nature and requirements of the proposed project (20%).
4. Availability of firm and appropriate support staff to complete scope of work within the general timeframe and budget outlined (20%)
5. References (10%).

**Attachments:**

Attachment A – Sample Professional Service Agreement

**ATTACHMENT A**  
*Sample Professional Services Agreement*

- **Contract Title:**
- **Parties:** City of Port Townsend (hereinafter “**City**”), and, \_\_\_\_\_  
(hereinafter, “**Consultant**”).
- **Total Amount:**
- **Date of Contract:** \_\_\_\_\_, 2017

**THIS AGREEMENT is entered into between the above named Parties as follows:**

- 1. Services and Performance by Consultant.** The Consultant shall provide services as described in **Attachment 1**.
  
- 2. Payment by the City.** The City shall provide by payment a total amount not to exceed the amount set forth above for services provided in this Agreement.
  
- 3. Term and Completion of Work.** This Agreement shall remain in effect until completion of the services described in Attachment 1 and final payment has occurred, unless terminated in accordance with this Agreement. Work shall not commence until the City provides Consultant with written notice to proceed. The City will not issue a notice to proceed until Consultant has provided insurance as required by this Agreement. All work shall be completed by \_\_\_\_\_.
  
- 4. Insurance Requirements.** Consultant shall take out and maintain insurance as set forth in **Attachment 2**.
  
- 5. General Terms**

#### A. Payment Schedule and Terms

- The project fee set forth in this Agreement is the total amount due to the Consultant for all services performed and expenses incurred under this Agreement.
- The project fee includes direct labor costs, overhead costs, and direct (expense) costs, including materials, supplies, equipment, costs for travel, reproduction costs and telephone, facsimile and computer use incurred during the billing period.
- The Consultant shall maintain time and expense records and provide them not more frequently than monthly to the City, along with invoices in a format acceptable to the City for work performed to the date of invoice. Consultant shall provide progress reports, scheduling and completion information on request of the City.
- Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by the City's representative for three (3) years after final payment. Consultant will provide copies to the City upon request at no additional charge.
- If the services rendered do not meet the requirements of the Agreement, the Consultant will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

B. Termination. The City may terminate this Agreement for cause after notifying the Consultant of its default and giving the Consultant 10 days to cure the default. Consultant will be paid just and equitable compensation as provided in Paragraph 2 for any satisfactory work completed prior to the date of termination.

#### C. Indemnification / Hold Harmless

Consultant shall defend, indemnify and hold the City, 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 willful misconduct or negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the negligence of the City.

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 City, 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.

D. No Partnership. The Parties agree that nothing contained in this Agreement shall be considered as in any way constituting a partnership between the City and Consultant.

E. Independent Consultant. The Consultant is, and shall be at all times during the term of this Agreement, an independent contractor and not an employee of the City. The parties fully understand the nature of independent contractor status and intend to create an independent contractor relationship. The Consultant, and not the City, shall have the right to control the manner and means by which the work or services is accomplished. The City shall retain the right, however, to ensure that the work or services is being performed according to agreed-upon requirements. Consistent with this relationship, Consultant shall not be covered by any City benefit programs, such as health and welfare benefit plans, social security, workers compensation or unemployment compensation, and shall not be treated as an employee for federal or state tax purposes or any other purpose. Consultant shall be responsible for paying all taxes related to payments City makes to Consultant, including federal income taxes, self-employment (Social Security and Medicaid) taxes, local and state business and occupation taxes, and the City is not responsible for withholding for or paying any of those taxes.

F. Non-discrimination. Consultant and its employees, agents and sub-consultants, if any, shall at all times comply with any and all federal, state or local laws, ordinances, rules or regulations with respect to non-discrimination and equal employment opportunity, which may at any time be applicable to the City by law, contract or otherwise, including but not limited to all such requirements which may apply in connection with employment or the provision of services to the public.

G. Compliance with all applicable laws. Consultant shall at all times in connection with performance of this Agreement, comply with any and all other applicable federal, state and local laws, rules, ordinances and regulations.

H. Notices. All notices shall be delivered personally or may delivered by any of the following methods: mailed by certified mail, return receipt requested; regular mail; courier service; facsimile or electronic mail to the other party as their address appears of record with the City or State. In the case of notice by mail, notice shall be deemed given on the date of postmark. In case of facsimile or electronic mail, notice shall be deemed given when received.

I. Ownership of Documents. All work products, papers, notes, memoranda, correspondence, drawings, specifications, reports, and other documents and records of any sort produced, received, held or maintained in conjunction with the performance of this Agreement by the Consultant shall be and is the exclusive property of the City, except that the Consultant may use such materials to assist other public agencies. Upon request of the City, or upon completion of any of the services provided for in this Agreement, or upon termination of this Agreement for any reason, the Consultant shall deliver to the City, machine-reproducible in format acceptable to the City copies of any and all such materials. Once accepted by the City, Consultant shall have no responsibility for subsequent use by other persons.

J. Nonwaiver. Any failure by the City to enforce strict performance of any proviso of this Agreement will not constitute a waiver of the City's right to subsequently enforce such provision or any other provision of this Agreement

K. Severability. If any term or provision of this Agreement is held invalid, the remainder of such terms or provision of this Agreement shall not be affected, if such remainder would then continue to conform to the terms and requirements of applicable law.

L. Legal Fees. In any lawsuit between the parties with respect to matters covered by this Agreement, the prevailing party will be entitled to receive its reasonable attorney fees and costs in the lawsuit, in addition to any other relief that may be awarded.

M. Applicable Law; Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action shall be in the Superior Court of Jefferson County.

N. Assignment or Delegation. Consultant shall not assign any of its rights or interest in this Agreement, nor delegate any of its duties hereunder to any other person, firm or entity without the express written consent of the City first being obtained.

O. Modification. No modification of this Agreement shall be effective unless agreed to in writing and signed by the Parties.

P. Complete Agreement. This Agreement together with the Attachments reflects the entire agreement of the parties relating to the subject matter thereof, supersedes all prior or contemporaneous oral or written agreements, or any understandings, statements, representation or promises, and is intended fully to integrate the agreement between the parties with respect to the matters described in this Agreement.

Q. City Business License and Payment of Business and Occupation Tax Required.

Section 5.04.030C.17 requires anyone accepting or executing a contract with the City to obtain a City business license and to pay, if applicable, business taxes to the City.

R. Other Terms. Additional Terms (if any) are set forth in an Attachment that will be numbered Attachment 3, and initialed and dated by the parties.

IN WITNESS WHEREOF, the City of Port Townsend and Consultant have executed this Agreement.

**CITY OF PORT TOWNSEND**

**CONSULTANT**

A Washington Municipal Corporation

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

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

David G. Timmons, City Manager  
Title

\_\_\_\_\_

Mailing Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_, 2016

Date: \_\_\_\_\_, 2016

Approved as to form:

\_\_\_\_\_

Steven L. Gross, City Attorney

**ATTACHMENT 1**

**SCOPE OF SERVICES**



## **ATTACHMENT 2**

### **INSURANCE REQUIREMENTS**

#### **Insurance**

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.

#### **No Limitation**

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 City's recourse to any remedy available at law or in equity.

#### **A. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
1. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
1. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
1. Professional Liability insurance appropriate to the Consultant's profession.

**A. Minimum Amounts of Insurance**

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.
1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
1. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

A.

**B. 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 City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

**A. Acceptability of Insurers**

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

A.

**A. Verification of Coverage**

Consultant shall furnish the City 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.

**A. Notice of Cancellation**

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

**A. 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 City 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 City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.