

REQUEST FOR QUALIFICATIONS

**PROFESSIONAL CIVIL ENGINEERING
CONSULTANT**



Proposal Deadline: 1:00 p.m. February 14th, 2024

PROPOSALS TO BE RETURNED TO:

**Town of Hayden
178 West Jefferson
P.O. Box 190
Hayden, Colorado 81639**

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REQUEST FOR PROPOSAL

1.0 INTRODUCTION

Capital Improvement Projects are annual programs for either improving existing infrastructure or constructing new infrastructure. The Town Public Works Department has historically demonstrated a need for on-call engineering support as well as design and construction management/administration services. Typical services requested include:

- *Civil Engineering Design and Construction Plans*
- *Environmental Engineering and Construction Plans*
- *Construction Management/Administration*
- *GIS Management/Administration*

Typical project sizes may vary from small, simple storm drainage systems to large complex projects such as master planning. The Public Works Department provides overall maintenance and operation of Town streets, storm drainage, traffic control/devices, water/waste water treatment, and water distribution. The Town has approximately 53 paved roadway miles, 3 unpaved roadway miles, 9 miles of storm drainage systems, and approximately 83 miles of water transmission and distribution mains ranging in size from 4-inch to 20-inch diameter.

2.0 SCOPE OF SERVICES

The Hayden Public Works Department is seeking a qualified consulting engineering firm to provide services related to civil engineering design, producing detailed plan documents, contract management, project inspections/construction management, project administration, development review, assist with Geographic Information System (GIS) and miscellaneous engineering projects as they may arise. A Contract Agreement will be developed with the successful proposer and specific tasks to be performed will be assigned on an as-needed basis. The types of services that may be provided under the Contract Agreement include, but are not limited to, the following tasks:

2.1 Work closely with the Town Public Works Director to design and/or draft conceptual, preliminary, and final improvement plans;

2.2 Assist the Public Works Department by providing professional engineering drafting, design, advice, and consultation;

2.3 Assist the Public Works Department by providing project land surveying support for field data collection, construction staking, and/or right-of-way/easement acquisition;

2.4 Assist the Public Works Department by creating displays and graphic representations of various design project elements for meetings, the City web site, and/or City Council meetings.

2.5 Assist the Public Works Department by preparing detailed construction plans with general notes, removals, summary of quantities, suitable details, with profile views and cross sections as required;

2.6 Assist the Public Works Department with preparing the project conditions, technical specifications, and bid documents;

2.7 Assist the Public Works Department to serve as Project Inspector to perform documented field inspections during construction, and as-built documents of the approved record plans;

2.8 Assist the Public Works Department to serve as Contract Administrator to provide assurance that the project construction will conform to the requirements of the Contract Documents including but not limited to - issue written clarifications or interpretations in the form

of drawings and otherwise necessary backup documents, disapprove or reject defective work (as directed by the Public Works Director and Construction Manager) not in conformance or fails to meet test requirements, review shop drawing and material data sheets, review change orders and applications for payment;

2.9 Assist the Public Works Department by attending coordination and review meetings with Town staff, contractors, or other consultants, and as needed, public meetings or property owner meetings;

2.10 Analyze, interpret, and present traffic engineering data including but not limited to intersection design, roundabout design, accident analysis, and pedestrian, bike, and/or transit specific design.

2.11 Any engineering related work related to horizontal civil design or civil services as directed by the Public Works Director/Town Manager.

3.0 SUBMITTAL REQUIREMENTS

Applicant firms must submit one (1) hardcopy and one (1) electronic copy.

3.1 Cover Letter

The cover letter should include the following:

- Introduction of firm
- Address
- Phone number
- Include the name, signature, and contact information of an authorized binding official who can answer questions regarding the firm's proposal.

3.2 Qualifications and Experience of Firm and/or Team

- Provide resumes showing qualifications and experience for all members of your firm who are proposed to provide the actual services to the Town. Identify the licensed professional licensed staff person(s) who would be assigned as your Project Manager and key technical personnel.
- Describe other contracts (at least 3, but no more than 5) similar in scope, size, or discipline to the required services described herein, current, performed, or undertaken within the past 5 years.
- Provide references, including name, address, and telephone number of a contact person for each project identified and described.
- Indicate, as applicable, dates, duration, and type of operation.
- Provide list of pertinent equipment, programs, and software.

3.3 Fees

Provide your engineering firm's pricing to complete the work outlined in the above Scope of Services. The costs should indicate the hourly rates for each team member. All costs should be broken down by task and labor category. Reimbursable direct costs should be included.

3.4 Contract

The Town has attached its standard contract in Exhibit C. List all exceptions to the contract that would prevent your firm from executing it.

3.5 Contract Forms

Include the following executed forms when submitting the proposal statement:

- Exhibit A – Conflict of Interest Form
- Exhibit B – Acknowledgement of Understanding

4.0 EVALUATION CRITERIA

The Town will select the successful firm through a Qualifications Based Selection (QBS) process, based on the firm meeting the requirements that are outlined in this RFQ. A review committee will review in detail all proposals that are received. During the evaluation process, the Town may require a Proposer's representative to answer questions with regard to the proposal and/or make a formal presentation to the review committee. The review committee will make a recommendation to award the contract based on the criteria set forth below. A recommendation for the award of this contract will be forwarded to the Town Council for final approval.

The evaluation criteria to be used in the selection of the successful firm are as follows:

- Qualifications & Expertise;
- Project Approach;
- Fees;
- Organization & Completeness of Proposal;
- Team assigned to the Town;
- Firms ability to operate within contract terms and requirements to be on-time and on-budget.
- Firms unique ability to meet the Town's needs over the next 5 years.
- Firms ability to participate in the budget process to help staff price out projects and prioritize them based on the three (3) year CIP schedule.

5.0 SELECTION PROCESS

The Town will select a firm on the basis of the responsiveness of the proposal to the RFQ submittal requirements, the evaluation criteria stated above and the demonstrated willingness to execute an acceptable written contract. The Town reserves the right to reject any or all proposals, and to request written clarification of proposals and supporting materials from the Proposer.

While it is the intent of the Town to award a single firm, the Town reserves the right to award in part or in whole and to select multiple firms and/or individuals, depending on whichever decision is deemed to be most advantageous to the Town.

Responses may be rejected if the firm fails to perform any of the following:

- Adhere to one or more of the provisions established in this Request for Qualifications.
- Demonstrate competence, experience, and the ability to provide the services described in this Request for Qualifications.
- Submit a response on or before the deadline and complete all required forms.
- To fulfill a request for an oral presentation, if required.
- To respond to a written request for additional information.

Discussions and/or interviews may be conducted with responsible firms that have submitted proposals in order to clarify certain elements. All proposals shall be afforded fair and equal treatment with respect to any opportunity for clarification. The selection shall be done by the Town's review committee and will be recommended to the Town Council for final approval.

If the Town is unable to reach any sort of agreement with the selected firm, the Town will discontinue negotiations with the selected firm and begin negotiations with the firm ranked second and so on until agreement is reached.

The firm to be recommended to the Town Council will be the one whose proposal is determined to be the most advantageous to the Town in consideration of qualifications and all other evaluation factors which are set forth in this Request for Qualifications. No other factors or criteria not listed in this RFQ shall be used in the evaluation.

6.0 PROPOSED SCHEDULE

6.1 Overall Schedule

The tentative schedule for the proposed project is as follows:

First Published Advertisement	January 24, 2024
Last Day to Submit Questions	February 6 th , 2024 at 1:00 PM
Final Addendum Issued	February 9 th , 2024
Proposal Deadline	February 14, 2024 at 1:00 PM
Committee Interviews (if needed)	February 21 st , 2024
Council Approval	Tentatively March 7th, 2024
Notice to Proceed	Tentatively April 1 st , 2024

7.0 QUESTIONS REGARDING RFQ

All questions related to this RFQ should be submitted in writing to Bryan Richards, Town Public Works Director, at bryan.richards@haydencolorado.org with a copy to Mathew Mendisco, Town Manager, at mathew.mendisco@haydencolorado.org.

8.0 GENERAL TERMS AND CONDITIONS

8.1 Confidentiality

In connection with this Agreement, Town may provide Consultant with information to enable Consultant to render the Services hereunder, or Consultant may develop confidential information for Town.

Consultant agrees:

- to treat, and to obligate Consultant's employees to treat, as secret and confidential all such information whether or not identified by Town as confidential;
- not to disclose any such information or make available any reports, recommendations and/or conclusions which Consultant may make for Town to any person, firm or corporation or use the same in any manner whatsoever without first obtaining Town's written approval.

Pursuant to the Colorado Open Records Act, records in the possession of others whom the Town has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes. Upon notification from the Town that it has received a Colorado Open Records Act request that calls for records within the Consultant's control, the Consultant shall promptly provide all requested records to the Town so that the Town may comply with the request within the required timeframe. The Town and the Consultant shall cooperate to determine what records are subject to such a request and whether or not any exemptions to the disclosure of such records, or part thereof, is applicable.

8.2 Withdrawal of Proposal

Proposals may be withdrawn prior to the submittal deadline. Withdrawal may be attained by written request. Proposers who withdraw their proposals prior to the designated date and time may still submit another proposal if done in accordance with the proper time frame.

8.3 Exceptions to Specifications

Exceptions to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications", which shall be prepared by the Proposer. This page shall then be attached to these documents and submitted at the same time as the proposal. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception shall be explained in its entirety. Any exceptions to these specifications may be cause for rejection of the proposal.

8.4 Property of the Town

All discoveries and documents produced as a result of any service or project undertaken on behalf of the Town of Hayden shall become the property of the Town including any data, design, work documents, and AutoCAD designs or other software designs as produced by the selected firm.

EXHIBIT B

ACKNOWLEDGEMENT OF UNDERSTANDING

The Section Below Must be Completed in Full and Signed

The undersigned hereby certifies that they have read and understand the contents of this solicitation and attached service agreements, and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications, and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this document, the Proposer hereby certifies that they are not barred from bidding on this contract as a result of bid rigging or bid rotating or any similar offense.

Authorized Signature

Company Name

Typed/Printed

Title

Address, City, State, Zip

Telephone

Fax

Email Address

EXHIBIT C

Town of Hayden Standard Consulting Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

This **AGREEMENT FOR PROFESSIONAL SERVICES** is made effective the _____ day of _____, 2024 between the TOWN OF HAYDEN, a Colorado home rule municipal corporation ("Town"), and ("Consultant").

WITNESSETH:

In consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Scope of Agreement.** Consultant agrees to provide consulting services, as more fully identified in the attached exhibits, and any work orders subsequently authorized by, and for the Town of Hayden, Colorado.
2. **Consideration.** The Town agrees to compensate Consultant for its' fees and services in an amount as established within the Professional's submittal for the scope of work attached, and work orders subsequently authorized. Work shall be performed based on the scope identified in Exhibit A, and compensated on the basis of time and expenses with reference to Exhibit B (Rate Schedule) unless otherwise authorized. Consultant may adjust its rates annually, consistent with its standard rates charged to other clients for similar work with a cap of 3% increase per year unless negotiated in advance with the Town. All work shall be approved by the Town prior to incurring costs on a project.
3. **Term and Renewal.** This Agreement shall be effective as of the date of its execution by both parties and shall extend for a one-year period, with the option to renew in additional one-year periods, unless earlier terminated pursuant to paragraph 12, subject to and conditioned upon annual budgeting by the Town for Consultant's services pursuant to Section 9, below. Should the Town fail to budget for Consultant's services in any budget year, then this Agreement shall not renew and shall automatically terminate. This Agreement may also be terminated at any time pursuant to Section 12, below.
4. **Non-Exclusive.** This Agreement shall not be deemed to be an exclusive agreement. From time to time, the Town, at its sole discretion, may contract with firms other than the Consultant to provide services similar to or related to those offered by the Consultant. Examples include but are not limited to geotechnical investigations, and structural or other specialized engineering work as well as construction management services. The Town also intends to continue to separately contract for certain other specialized services including water rights engineering, hydrology, and any other services that the Town determines in the best interest of the Town on an as-needed basis.
5. **Status.** Consultant is an independent consultant and shall not be considered an employee of the Town for any purpose.
6. **Standard of Care.** The standard of care applicable to Consultant's services will be the same degree of care, skill, and diligence normally employed by professionals performing the same or similar services in Colorado. Consultant will re-perform any services not meeting this standard without additional compensation.

7. Indemnity. Consultant shall hold harmless and indemnify the Town from and against any damages awarded against the Town, or incurred by the Town in defense of any claim (including reasonable attorneys' fees, costs or expert witness fees), to the extent caused by the negligent acts, errors or omissions of the Consultant or its sub-consultants, and their respective officers, employees and agents in the performance of its obligations under this Contract.

8. Insurance. Consultant and any sub-consultants shall maintain workers' compensation, automotive liability, and general liability insurance coverage with at least the following minimum limits: General Liability - \$1,000,000 per occurrence/\$2,000,000 Aggregate; Automobile - \$1,000,000 combined single limit, with a Hired & Non-owned Auto clause; Workers Compensation — Colorado State Statutory Limits. Consultant shall also maintain professional liability insurance with coverage limits of **\$1,000,000 per occurrence/\$1,000,000 Aggregate**. The Town and its employees shall be named as an additional insured under the general liability policy, which shall specifically insure Consultant's indemnity obligations pursuant to the preceding Section 7, above. Every policy required above shall be primary insurance, shall contain a waiver of subrogation provision against the Town and its, officers, employees and agents, and any insurance carried by the Town, its officers, or employees, or agents shall be excess and not contributory insurance to that provided by the Consultant. The additional insured endorsement shall not contain exclusion for bodily injury or property damage arising from completed operations. The Consultant shall be solely responsible for any deductible losses under each of the policies required above. Certificates of insurance shall be completed by the Consultant's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. Each certificate shall provide that the coverages afforded under the policies shall not be canceled until at least thirty (30) days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of this Agreement upon which the Town may immediately terminate the Agreement, or at its discretion may procure or renew any such policy or an extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Consultant upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town. The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights immunities and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the Town, its officers or employees.

9. Governmental Immunity/TABOR. Nothing herein shall be interpreted as a waiver of governmental immunity, to which the Town would otherwise be entitled under § 24-10-101, et seq., C.R.S., as amended. This contract is also contingent upon annual budgeting by the Town of Hayden and nothing in this contract shall be construed as a multi-year financial obligation of the Town.

10. Immigration Compliance. The Consultant shall not knowingly employ or contract with an illegal alien to perform work under this contract nor contract with any subconsultant that fails to certify

P.O Box 190
178 West Jefferson
Hayden, CO 81639

To the Consultant: _____

- 14. Responsibilities. Consultant shall be responsible for all damages to persons or property caused by the Consultant, its agents, employees or sub consultants, to the extent caused by its negligent acts, errors and omissions hereunder.
- 15. Entire Agreement. This Agreement constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the written mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.
- 16. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Exclusive venue for any action instituted pursuant to this agreement shall lie in Routt County, Colorado.
- 17. Force Majeure. Consultant shall not be responsible for any time delays in the Work caused by circumstances beyond the Consultant's control including, but not limited to events commonly known as a force majeure event.
- 18. Authority. Each person signing this Agreement represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.
- 19. Corporate Protection. It is intended by the parties to this Agreement that the services of the Consultant and its Subconsultants in connection with the Project shall not subject their individual employees, officers, or directors to any personal legal exposure for the risks associated with the Project. Therefore, and notwithstanding anything to the contrary contained herein, the Town agrees that the Town's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted against the corporation/firm and not against any of its individual employees, officers, or directors.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this _____ day of _____, 2024.

TOWN OF HAYDEN
a Colorado home rule municipal corporation

By: _____

ATTEST: Ryan Banks, Mayor

Sharon Johnson, Town Clerk

CONSULTANT

By: _____

