

REQUEST FOR PROPOSALS
ON CALL CITY SURVEYOR SERVICES

October 5, 2015

City of Kelso

The City of Kelso (City) is accepting proposals to select a qualified professional surveying firm to provide comprehensive professional surveyor services in support of the Community Development Department on an as-needed basis for a two-year period. The City intends to draft a two-year agreement with an additional one-year option. The agreement shall not exceed three years in duration. All inquiries regarding this Request for Proposals (RFP) should be directed to Van McKay, Community Development Department at vmckay@kelso.gov no later than indicated below in section "SCHEDULE FOR SELECTION" below. This RFP is available for viewing online at <http://www.kelso.gov> as will be City responses to inquiries.

Proposals shall be submitted by firms that have a capable and demonstrable background in the type of work described below in section "PRELIMINARY SCOPE OF WORK." In addition, all interested firms shall have sufficient, readily available resources in the form of trained personnel, support services, equipment, specialized consultants and financial resources to carry out the work without delay or shortcomings.

The City intends to award a contract for on-call surveyor services. The City reserves the right not to award any contract. The scope of work is outlined below in section "PRELIMINARY SCOPE OF SERVICES."

The proposals shall be submitted to the City no later than **2:00 p.m. on Thursday, October 23, 2015.**

Each Proposer shall submit two (2) bound sets of the proposal and a CD in accordance with section "SUBMISSION INFORMATION" of this notice.

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I. INTRODUCTION

The City of Kelso Community Development Department is anticipating periodic need of professional surveyor services during calendar year 2016 and 2017. To meet this need, the City is issuing this RFP for the purpose of obtaining proposals from qualified firms to provide as-needed comprehensive surveyor services. It is the City’s preference to enter into an agreement with a single vendor who can provide the complete range of professional surveyor services. All inquiries or requests regarding this RFP should be submitted in writing to Van McKay, Community Development Department at vmckay@kelso.gov. Answers will be posted on the City’s webpage for Projects/Bids/Requests for Proposals. Questions submitted within 48 hours of the RFP deadline will not be considered.

The City will award a contract for a period of two years with an additional one-year option. The Surveyor will be able to re-negotiate fees for the one-year option. Due to the as-needed nature of the work, no work is guaranteed on a contract, even if awarded. The scope of work will vary and will be requested on a task order basis as the need arises. A detailed outline of the Surveyor’s potential services is given in Section III of this RFP.

The surveyor shall not assign, sublet, or transfer their interest in this agreement without prior written consent from the City. If such an assignment is allowed, the surveying firm entering into this agreement shall be ultimately responsible to ensure that the work is performed satisfactorily.

The City anticipates an as-built survey task to be performed in the dry season of 2016 on a portion of the City's stormwater system. A draft scope of work for this survey is included in Attachment A.

II. MINIMUM QUALIFICATIONS

- Ten years of experience in field survey work
- Possession of a current Land Surveying License in the state of Washington is required
- Experience working with public agencies
- Knowledge of current surveying practices and techniques
- Knowledge of methods and techniques used in the design and construction of a variety of public works projects
- Washington office location within 50 miles of the City of Kelso

III. PRELIMINARY SCOPE OF SERVICES (a more detailed scope will be developed with the selected Surveyor; a sample agreement is included in Attachment B: Sample Professional Services Agreement).

The scope of work for this contract will vary as need arises and will be at the discretion of the City. Provide surveying services for various projects at the request of City staff or at the request of the construction manager/inspector provided by a City retained Consultant. Survey requests may be, but not limited to, topographic surveys, construction staking, property line surveys, easement surveys, and water, sewer and stormwater system surveys. Surveying may be needed in difficult terrain such as canyons and near water bodies. All work shall be performed under the direction of a Professional Land Surveyor registered in the State of Washington. The main categories of work will include:

- Determine locations of public property lines, boundaries, easements and rights-of-way
- Construction topographic surveys for improvement projects
- Establish and adjust benchmarks
- Establish and monument street center lines
- Traditional topographic surveys to determine locations and elevations of utility improvements, structures, topographic features and other improvements for use in evaluating existing entities and performing design engineering
- Collect topographic data on stormwater ditches, canals, swales, including flow lines
- Perform research and survey work related to City property divisions and mergers
- Perform research and survey work related to public and private land ownership, public and private easements, public improvements, construction, and historic information

- Complete work assigned using the Surveyor's own equipment and use the Surveyor's own office space for the performance of all City contract-related services
- Prepare and interpret deeds and legal descriptions
- Other survey-related tasks as necessary

Survey data may be provided directly to City Staff and/or to a separate Consultant. Deliverables to be submitted both in hard copy and in electronic format. Electronic data shall be in AutoCAD 2014 and/or ArcGIS v.10 formats. The electronic format shall have unique layer names, symbol and line type. Copies of manual field notes and electronic data printouts, sketches, plots, aerial photographs, and/or other drawings shall be on the medium and to the scale approved by all parties and shall become the property of the City of Kelso.

IV. TASK ORDER

Surveyor services will be required on an as-needed, on-call basis throughout the term of the agreement. These services will be requested by task orders issued by the City and will be in the form of a written request. The City will discuss the scope of services with the selected Surveyor prior to issuing a task order. Task orders may vary significantly in size and scope and will be determined in greater detail as each task order is assigned.

The Surveyor is responsible for providing a quote within three (3) working days unless immediate services are needed for construction staking or emergencies. The Surveyor will be responsible for preparing a detailed scope and fee estimate for each task order. The City may accept the Surveyor's scope and fee or negotiate with the Surveyor, as appropriate. The City reserves the right to not accept the Surveyor's scope and fee.

Task order services must commence within 14 calendar days of the City's authorization of the scope and fee estimate. Emergency on-call surveying services, including construction staking, must commence within 48 hours of notification by the City.

V. SUBMISSION INFORMATION

A complete application package must be submitted in order to be considered and must include two hard copies and a CD with a PDF of the entire submittal package.

Proposals must be received by the time specified at the physical address listed below. Any proposals received after the RFP deadline will not be accepted. Incomplete submittals will not be considered.

Submittal packages must include the following:

- A cover letter that highlights the Surveyors qualifications as they relate to this project and shall be signed by a representative authorized to bind the company.

- Descriptions of relevant surveying projects and responsibilities.
- Statement of qualifications and experience for each surveyor team member expected to perform on this agreement.
- At least three current references including complete contact information for those who have personal knowledge of the applicant’s surveyor skills.
- A fee schedule with an itemization of surveyor services including travel time to Kelso for a 2-person crew and a licensed surveyor.
- Proof of Errors and Omissions insurance coverage.
- A page count of not over ten (10) pages in length, not including the cover letter and resumes.
- A sealed proposal envelope that is clearly marked with “On-Call Surveying Services RFP” on the outside of the envelope.
- A key client contact person with their current phone number and email address.

The proposals shall be submitted to:

Van McKay, P.E.
 Community Development Department
 City of Kelso
 P.O. Box 819
 203 S. Pacific Ave.
 Kelso, WA 98626

VI. SURVEYOR SELECTION PROCEDURE

Criteria for Evaluation of Proposals: Proposals will be evaluated and ranked by City staff, which will make the final selection, by assessing the firm’s qualifications, experience, and strength of the Proposer in terms of financial resources and ability to perform the work. Proposals must address each of the following criteria and each may be awarded points up to the amount listed. Evaluation is based on the criteria below for a total of 100 available points.

1. Technical Competence (available points = 20): Proposers will provide the firm’s and personnel’s experience and technical competence related to the scope of this service. Include information that is relevant to delivery of *this service*. Demonstrate familiarity with required standards, procedures and regulations as they relate to surveying.
2. Capacity and Capability (available points = 15): Proposers will provide the firm’s current capacity and capability (resources) available to perform services, including specialized services that may be required. Address the firm’s potential to effectively replace *key personnel*, if necessary.
3. Past Record of Performance (available points = 20): Proposers will provide the past record of performance on contracts relevant to this type of service. A minimum of (3) references will be provided. For all references, list the name of the entity for which the reference service was performed, a brief description of the project, name of contact person with the entity who can discuss your firm’s or personnel’s role and performance. Provide current telephone numbers for which to contact these references.

4. Approach to Providing Services (available points = 10): Proposers will describe their approach to managing and providing the scope of this service successfully. Include the internal Quality Assurance/Quality Control (QA/QC) processes to be utilized. Describe the firm's approach to communicating effectively with the City of Kelso to facilitate successful delivery of the service.
5. Cost (available points = 25): Lower Surveyor fees are weighted higher for this criteria.
6. Surveyor office proximity to Kelso (available points = 5): The location of Surveyor offices that are located closer to the City of Kelso are weighted higher for this criteria.
7. Quality of Proposal (available points = 5): Higher quality proposals are weighted higher for this criteria.

Evaluation Procedure: City staff will review the proposals submitted and establish a list of finalists based on the evaluation criteria listed above. The City reserves the right to request additional information or clarify any issues. Each Proposer should be prepared to clarify and elaborate on the details set forth in their proposal. City staff will determine the successful Proposer. Individual or composite rating and evaluation forms prepared by the City staff will not be revealed.

In the unlikely event of a first place tie, the top two Surveyors will be invited for an informal interview. The City may, at its discretion, request that an applicant modify or supplement their submission with additional information. The City will schedule the time and place for the interview, if determined to be necessary.

Award: The City intends to identify an as-needed surveyor with which to enter into an exclusive agreement for as-needed surveyor services. After the selection of a successful firm, the City will develop an agreement reflecting the fees, terms and conditions of the proposal plus the City's standard liability and insurance requirements.

VII. SCHEDULE FOR SELECTION:

October 5, 2015: RFP Issued

October 21, 2:00 pm: Deadline for questions

October 23, 2:00 pm: Closing deadline for RFP packet submittal

October 30: Review of submitted proposals to be completed

November 6: Interviews with top-ranking applicants, if necessary

November 20, 2015: Agreement execution complete

VIII. CONTACT PERSON

All inquiries regarding this RFP should be directed *in writing* to:

Van McKay, P.E.
Community Development Department
vmckay@kelso.gov

IX. DISCLAIMERS

The City assumes no responsibility for RFP packet delays caused by delivery service. Postmarking by the due date will not substitute for actual receipt of the RFP packet.

All costs incurred during proposal preparation or in any way associated with the applicant's preparations, submission, presentation or oral interview shall be the sole responsibility of the applicant.

The City retains sole authority and discretion to evaluate submissions in response to the RFP and select the Surveyor the City deems to be most qualified.

Receipt of proposals in response to this RFP does not obligate the City in any way to engage any surveyor and the City reserves the right to reject any or all proposals, wholly or in part, at any time, without penalty. The City shall retain the right to abandon the selection process at any time prior to the actual execution of an agreement with a surveyor, and the City shall bear no financial or other responsibility in the event of such abandonment. The City reserves the right to negotiate all final terms and conditions of any agreements entered into.

If, at any point, the first-ranked surveyor declines to proceed, the City may, at its own discretion, enter into an agreement with the second-ranked surveyor, and so on.

Attachment A

Draft Scope of Work for Stormwater System As-Built Survey

The City intends to have a survey performed on portions of the City's stormwater drainage system. As-built data is required to be obtained from approximately 300 catch basins and 65 manholes. The surveyor will use as-built forms supplied by the City and a facility numbering system previously established. Data to be acquired and provided to the City for catch basins, manholes include:

- Type of facility, e.g., Type 1 CB
- Rim elevation
- Northing/Easting and Longitude/Latitude
- Bottom measure down
- Bottom elevation
- Store point

Data to be acquired and provided to the City for pipes include:

- Diameter
- Material
- Direction
- Invert elevations

Attachment B

Sample Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

This Agreement ("Agreement") is dated effective this _____ day of _____, 2013. The parties ("Parties") to this Agreement are the City of Kelso, a Washington municipal corporation ("City"), and ("Consultant").

A. The City seeks the temporary professional services of a skilled independent consultant capable of working without direct supervision in the capacity of a civil engineering consultant, and is familiar with the City's municipal code, resolutions, regulations and policies.

B. The Consultant has the requisite skill and experience necessary to provide such services and has obtained a City of Kelso business license to perform these services.

NOW, THEREFORE, the Parties agree to the following terms and conditions:

1. SERVICES.

1.1 The Consultant agrees to furnish all personnel, materials, equipment and supervision and to otherwise do all things necessary for or incidental to the performance of the work set forth below and more particularly described in the Consultant's Scope of Work attached hereto and incorporated by this reference ("Services").

The Consultant will provide comprehensive professional surveyor services in support of the Community Development Department on an as-needed basis for a two-year period with an option for one additional year.

1.2 Compliance With Laws. All duties of the Consultant or designees shall be performed in accordance with all applicable federal and state laws and city ordinances as now existing or hereafter adopted or amended.

1.3 The Consultant shall control and direct the performance of the work. The City reserves the right to inspect, review and approve the work to assure that it has been completed as specified prior to payment.

1.4 Performance Standard. All duties by the Consultant or his designees shall be performed in a manner consistent with the degree of skill and care ordinarily exercised by members of consultant's profession under similar circumstances, at the same time and in the same or a similar locale, performed to the City's satisfaction, within the time period prescribed by this Agreement and pursuant to the direction of the City Manager or designee.

2. TERM.

The Term of this Agreement shall commence on January 1, 2016 and shall continue until the completion of the Services, but in any event no later than December 31, 2017. This Agreement may be extended for an optional one-year period upon the mutual written agreement of the City and the Consultant. The Consultant's fee schedule may be re-negotiated for the one-year option. During any term, this Agreement may be terminated, with or without cause by either Party, by giving ninety (90) days written notice to the other party.

3. COMPENSATION.

3.1 Total Compensation. In consideration of the Consultant performing the Services, the City agrees to pay a total accumulated amount not to exceed \$65,000.00 annually.

3.2 Compensation Rates. Compensation for Services shall be based on the attached compensation schedule not to exceed \$65,000.00 annually.

3.3 Method of Payment. Payment by the City for the Services will only be made after the Services have been performed and an itemized billing statement has been submitted in the form specified by the City and approved by the appropriate City representative, which shall specifically set forth the Services performed, the name of the person performing such Services, and the hourly labor charge rate for such person. Payment shall be made on a monthly basis thirty (30) days after receipt of such billing statement.

3.4 Consultant Responsible for Taxes. The Consultant shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of performance and payment under this Agreement.

4. REPRESENTATIONS.

4.1 The Consultant represents that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities.

5. INDEPENDENT CONSULTANT.

5.1 It is the intention and understanding of the Parties that the Consultant shall be an independent consultant. The Consultant or his or her employees or agents performing under this Agreement are not employees or agents of the City. The Consultant will not hold himself or herself out as nor claim to be an officer or employee of the City. The Consultant will not make any claim of right, privilege, or benefit which would accrue to an employee under law. The City shall neither be liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Consultant shall pay all income and other taxes as due. Industrial or any other insurance which is purchased for the benefit of the Consultant shall not be deemed to convert this Agreement to an employment contract.

5.2 It is recognized that the Consultant may or will be performing professional services during the term for other parties and that the City is not the exclusive user of the Consultant's services; provided, however, that the performance of other professional services shall not conflict with or interfere with the Consultant's ability to perform the Services. The Consultant agrees to resolve any conflict in favor of the City.

6. INDEMNIFICATION.

6.1 Consultant Indemnification. The 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 reasonable attorney fees, to the extent caused by the intentional or

negligent acts, errors, or omissions of the consultant in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

6.2 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 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.

7. INSURANCE.

7.1 The Consultant shall procure and maintain for the duration of the Agreement, a the insurance policies described below 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, their agents, representatives, employees or subconsultants.

A. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit and further shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent consultants, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. 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 using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

B. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

7.2 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Commercial General Liability insurance:

A. The Consultant's insurance coverage 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 Consultant's insurance and shall not contribute with it.

B. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

7.3 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.

8. EQUAL OPPORTUNITY EMPLOYER.

In the performance of all Services under this Agreement, the Consultant, or its employees, agents, subconsultants or representatives, shall not discriminate against any person because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status or the presence of any disability, including sensory, mental, or physical handicaps, based upon a bona fide occupational qualification in relationship to hiring and employment. The Consultant shall comply with the Washington Law Against Discrimination (Chapter 49.60 RCW) and with any other applicable federal or state law or local ordinance regarding non-discrimination. Any material violation of this provision shall be grounds for immediate termination of this Agreement by the City and, in the case of the Consultant's breach, may result in ineligibility for further City agreements.

9. INTELLECTUAL PROPERTY-- Warranty of Noninfringement

Consultant represents and warrants that the Consultant is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this

Agreement. Consultant further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.

10. CONFIDENTIALITY.

The Consultant agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Consultant agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City.

11. WORK PRODUCT.

All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Consultant while performing the Services shall belong to the City. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Consultant shall deliver all copies of any such work product remaining in the possession of the Consultant to the City.

12. BOOKS AND RECORDS.

The Consultant agrees to maintain books, records, and documents that sufficiently and properly reflect all direct and indirect costs related to the performance of the Services and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

13. NON-APPROPRIATION OF FUNDS.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

14. GENERAL PROVISIONS.

14.1 Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

14.2 Modification. No provisions of this Agreement may be amended or modified except by written agreement signed by the Parties.

14.3 Full Force and Effect. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

14.4 Assignment. Neither the Consultant nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.

14.5 Successors in Interest. Subject to the foregoing Subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.

14.6 Attorney Fees. In the event either party brings a lawsuit to enforce the terms of this Agreement, or arising from a breach of this Agreement, the prevailing party shall be entitled to its costs and reasonable attorneys' fees for bringing or defending against the action.

14.7 No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

14.8 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.

14.9 Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Cowlitz County, Washington.

14.10 Authority. Each individual executing this Agreement on behalf of the City and the Consultant represents that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Consultant or the City.

14.11 Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

14.12 Performance. Time is of the essence of this Agreement in each and all of its provisions in which performance is a factor.

14.13 Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law or in equity.

14.14 Counterparts. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

Executed on the dates written below.

CONSULTANT

CITY OF KELSO

By: _____

By: _____

Printed Name: _____

Printed Name: Steve Taylor

Title: _____

Title: City Manager

Address: .

Address: City of Kelso
P.O. Box 819
Kelso, WA 98626

Date: _____

Date: _____

Approved as to form:

City Attorney