



**REQUEST FOR QUALIFICATIONS
TO PERFORM ON-CALL
SURVEYING SERVICES**

RFQ NO. PW2009.01

PUBLIC WORKS DEPARTMENT

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ANNOUNCEMENT

REQUEST FOR QUALIFICATIONS TO PERFORM ON-CALL SURVEYING SERVICES

RFQ NO. PW2009.01

Description of Services

The Town of Castle Rock's Public Works Department is accepting statements of qualifications from engineering/surveying firms having expertise in providing surveying services, including monumented land surveys, topographic/improvement surveys, construction staking, and preparation of legal descriptions.

Information for Respondents

1. Most of the Town's surveying work is performed under on-call professional service agreements. The Town will be selecting approximately 2-4 firms to provide these services. The Town reserves the right to request proposals from additional firms.
2. The Scope of Work section of the Request for Qualifications (RFQ) describes the services required. The Town reserves the right to modify the requirements for this RFQ.
3. The Town does not assume responsibility for reimbursement of costs incurred by respondents in replying to this RFQ. All proposals submitted will become the property of the Town. The Town reserves the right to reject any or all responses, or select the response most advantageous to the Town.
4. Copies of this RFQ are available free of charge and may be obtained as follows:

By mail or in person:

The Town of Castle Rock
Public Works Department
4175 North Castleton Court
Castle Rock, CO 80109
Attention: Ms. Linda Angus, Public Works Department
RE: RFQ PW2009.01 – On-Call Surveying Services

By email: langus@crgov.com

Town website: www.crgov.com

5. A schedule for the RFQ is included in the Scope of Work. Town staff anticipate forwarding a recommendation to award On-Call Surveying Services contracts to the Town Council for their consideration at the April 28, 2009 Town Council meeting.
6. Statements of Qualifications shall be submitted as instructed in the Submittals Section of the RFQ, and will be received by the Town until 2:00 p.m., MST, March 6, 2009. Proposals received after this date and time will not be accepted and will be returned unopened.

Town of Castle Rock

Robert Goebel, P.E.
Director of Public Works

SECTION 1 GENERAL INFORMATION

1.1 Requests for Clarification

Requests for clarification concerning the RFQ shall be submitted to the Town in writing, and shall be received until 4:30 p.m., MST, February 20, 2009. All requests for clarification shall be directed to:

By email:

langus@crqgov.com

RE: RFP PW2009.01 – On-Call Surveying Services

Responses, if deemed necessary by the Town, will be provided via mail or e-mail to all prospective respondents in the form of a supplement and without identification of the source of any inquiry. Responses will also be posted on the Town website.

1.2 Organization Capability

Each respondent shall be fully capable, qualified, insured and licensed as required to provide these services.

1.3 Key Personnel

Each respondent shall identify the principal-in-charge and the project manager that would coordinate all services with the Town.

Each respondent shall identify all key personnel that would be assigned for performance of these services, their anticipated roles, and a resume highlighting their related experience.

1.4 Equipment

Each respondent shall provide a list of the surveying equipment it has available.

Each respondent shall provide a list of the computer software it has available.

1.5 Award of Contract

After a consultant is selected, contract award will be contingent upon successful negotiation and formal approval by the Town Council. A sample contract is included as *Attachment A*. The terms of the contract are non-negotiable.

1.6 Termination of Agreements

The sample contract outlines the process by which the agreement may be terminated.

SECTION 2 PROPOSAL INSTRUCTIONS

2.1 Fee Schedule

Respondents shall not submit a proposed fee schedule with the proposal. After the initial evaluation process, fee schedules will be requested from a short list of firms. Fee schedules shall be submitted to the Town within 72 hours of the request.

2.2 Submittals

The Statements of Qualifications shall be clear, accurate, and comprehensive. Submittals shall be limited to ten (10) pages, exclusive of: section dividers, references and resumes. Minimum font size shall be 12 point. Excessive or irrelevant material will not be favorably received.

Submittals shall be organized and numbered in the order presented below.

- Section 1 Organizational qualifications and related experience.
- Section 2 Key personnel, their municipal experience, and their role in specific, related projects. Resumes shall be included as an appendix and shall be limited to two pages per person.
- Section 3 List five (5) references for surveying services. At least three (3) of these references shall involve work performed in Douglas County.

2.3 Submittal Materials

Five (5) copies of the submittals shall be submitted along with an electronic copy of the submittal in a .pdf format. All materials shall be enclosed in a sealed package, and each package marked and addressed as directed. Each package shall be legibly marked in the upper left-hand corner with the name and address of the respondent.

2.4 Submittal Deadline

Statements of Qualifications will be received until 2:00 p.m. MST, March 6, 2009. Submittals received after this time and date will not be accepted and will be returned unopened.

Submittals shall be sent to the following address. Faxes or e-mails will not be accepted.

By mail or in person:

The Town of Castle Rock
Public Works Department
4175 North Castleton Court
Castle Rock, CO 80104
Attention: Ms. Linda Angus, Public Works Department
RE: RFQ PW2009.01 – On-Call Surveying Services

SECTION 3 SCOPE OF WORK

3.1 General

The Town of Castle Rock's Public Works Department is accepting statements of qualifications from engineering/surveying firms having expertise in providing surveying services, including monumented land surveys, topographic/improvement surveys, construction staking, and preparation of legal descriptions.

3.2 Background

The Public Works Department is responsible for the planning, design, construction and maintenance of the transportation infrastructure and transit services delivery for the Town of Castle Rock and it's 44,000+ residents. The Town has averaged 10 percent annual growth over the last decade, and growth continues. The primary challenge for the Public Works Department within this fast-paced environment is to 1) adequately plan for the anticipated growth within the Town, 2) construct the required improvements in a timely and cost-efficient manner; and 3) maintain the existing infrastructure with limited resources.

Therefore, quality is a key component in every aspect of the process. Quality planning results in efficient and cost-effective programs for implementation. Quality design & analysis result in stream-lined projects within budget constraints. Well-planned & well-designed facilities result in maintainable infrastructure for the long-term.

In order to provide the level of quality that is expected of the Public Works Department, it is necessary that we obtain accurate information to use in the planning, design, and construction of improvements to the transportation system.

One of the Town's values is to provide exceptional customer service. This same level of customer service, responsiveness & communication is expected from those working with the Town.

Transportation System

The Town's street network, consisting of over 500 lane-miles, is the primary transportation system within the Town. Annually, new development and redevelopment add approximately 25 lane-miles to the system. The high percentage of annual growth has created the demand that transportation facilities be planned in an effective manner to efficiently move people and goods. Project development and construction of new transportation facilities as well as the expansion and maintenance of existing facilities are high priorities for the Town.

5-Year Capital Improvement Program

Each year, the Town prepares a Capital Improvement Program (CIP) for the following five-year period. The purpose of the CIP is to identify future capital improvement projects that are consistent with Town Council established goals and priorities yet are within available financial resources. Planning at least five years in advance also allows for sufficient time to develop and implement these projects. Annual, average expenditures of \$2-6M are anticipated for these projects. This program is subject to revision at any time.

The CIP is a planning tool and does not constitute actual financial or project commitments by the Town. All projects included are subject to both future Council approvals and availability of funding. Several programs such as Traffic Safety Improvements, Miscellaneous Projects & Studies, etc. are on-going and are anticipated to receive funding on an annual basis.

Key projects include:

- Completion of an update to the Town's Transportation Master Plan in 2009 including an analysis of the feasibility of providing a connection from Prairie Hawk Drive to Liggett Road/old Highway 85.
- Design and rehabilitation or reconstruction of the roads within the North Craig and Gould area. This would include replacement or rehabilitation of the various utilities in this area as well. The North Craig and Gould neighborhood is located in the oldest part of the Town of Castle Rock.
- Traffic Safety Improvements.
- Miscellaneous Roadway Improvements.
- Miscellaneous Drainage Improvements.

3.3 Management of Professional Services

Most of the Town's surveying services are performed under on-call professional service agreements. The Town will be selecting approximately 2-4 firms to provide these services. The Town reserves the right to request proposals from additional firms.

3.4 Term of the Agreement

The successful respondents will be issued contracts for one year with the option of renewal and with the right to terminate the agreement at any time. Fees will be re-negotiated at each renewal period should the firm be retained.

Project task orders that may be underway at the end of the annual term will be completed under the terms of the approved task orders, unless an hourly rate increase is approved by the Town. Completion of a task beyond the renewal period shall not be considered as an automatic extension or renewal of the agreement.

3.5 RFQ & Selection Process Schedule

<u>Date</u>	<u>Task</u>
2/11/09	RFQ distributed; information placed on Town website
3/6/09	Submittal deadline: 2:00 p.m.
3/13/09	Review team establishes a preferred list of respondents.
Week of 3/16/09	Follow up questions via phone
3/27/09	Review team makes final recommendation; notifies respondents of status
4/6/09	Public Works Commission meeting; recommendation to Town Council
4/28/09	Town Council meeting; consideration of approval of contracts
Week of 5/4/09	Notification of approval with contracts

**AGREEMENT BETWEEN THE TOWN OF CASTLE ROCK
AND _____
TO PROVIDE PROFESSIONAL SERVICES FOR _____ SERVICES**

DATE: _____

PARTIES: **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 (“Town”).

(“[Consultant/Contractor]” **use what’s applicable and change throughout agreement**).

RECITALS:

- A. The Town issued a Request for Proposals seeking qualified _____ with expertise in _____
- B. [Consultant/Contractor] timely submitted its proposal.
- C. Town wishes to engage [Consultant/Contractor] services to provide the services as needed and more fully described in the following Agreement and Exhibits.

TERMS:

Section 1. Scope of Services. [Consultant/Contractor] shall provide _____ services for _____, more specifically defined in the scope of services attached as ***Exhibit A***.

Section 2. Payment. [Consultant/Contractor] shall bill Town for the services rendered at the hourly rates designated in ***Exhibit B***. Contractor shall submit invoices on a monthly basis and Town shall pay such invoices within 30 days of receipt. In no event shall total payment to [Contractor/Consultant] exceed \$_____, unless authorized in writing by Town.

Section 3. Term. The term of this Agreement shall be from _____, to _____.

This Agreement may be renewed by the parties under the same terms and conditions for up to three (3) additional one (1) year terms. Town shall have the right to terminate this Agreement at any time with 30 days written notice. In the event Town initiates termination, Town’s only obligation shall be payment of fees and expenses incurred up to and including the effective date of termination.

Projects initiated before the expiration of this Agreement shall survive expiration of this Agreement and shall be completed pursuant to the terms of this Agreement unless Town gives [Consultant/Contractor] notice of termination of the project.

Section 4. Assignment. This Agreement shall not be assigned by [Consultant/Contractor] without the written consent of the Town.

Section 5. Notice. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the first page of this Agreement, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed given when deposited in the United States mail.

Section 6. Compliance with Article XXVIII of the Colorado Constitution. If and only to the extent this Agreement constitutes a "sole source government contract" within the meaning of Article XXVIII of the Colorado Constitution ("Article XXVIII"), then the provisions of Sections 15 through 17 of Article XXVIII ("Amendment 54") are hereby incorporated into this Agreement and the parties hereto shall comply with the provisions of Amendment 54. In such a case, for purposes of this Agreement, [Contractor/Consultant] shall constitute a "contract holder" for purposes of Amendment 54, as shall any additional persons, officers, directors or trustees related to [Contractor/Consultant] who qualify as "contract holders" pursuant to the definition set forth in Article XXVIII. In addition, if and only to the extent this Agreement constitutes a "sole source government contract," the [Contractor/Consultant] hereby certifies that it is not ineligible to hold any "sole source government contract" pursuant to Amendment 54 or any contract thereunder, and the [Contractor/Consultant] hereby agrees to notify the Town immediately if, at any point during the term of this Agreement, the [Consultant/Contractor] shall become ineligible to hold any "sole source government contract" pursuant to Amendment 54 or any contract thereunder. If any provision or provisions of Amendment 54 are held to be unconstitutional or otherwise invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to this Agreement, such provision or provisions shall no longer be incorporated into this Agreement and the parties hereto shall have no obligations under such provision or provisions.

Section 7. Prohibition Against Employing Illegal Aliens. [Contractor/Consultant] shall not knowingly employ or contract with an illegal alien to perform work under this contract. [Contractor/Consultant] shall not enter into a contract with a subcontractor that fails to certify to the [Contractor/Consultant] that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

[Contractor/Consultant] has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-verify program or the Department program, as defined in C.R.S. §§ 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively. [Contractor/Consultant] is prohibited from using the E-verify program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If [Contractor/Consultant] obtains actual knowledge that a subcontractor performing work under this Agreement for services knowingly employs or contracts with an illegal alien, [Contractor/Consultant] shall:

- A. Notify the subcontractor and the Town within three days that the [Contractor/Consultant] has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- B. Terminate the subcontract with the subcontractor if within three days of receiving notice required pursuant to this paragraph the subcontractor does not stop employee or contracting with the illegal alien; except that the [Contractor/Consultant] shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

[Contractor/Consultant] shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. §8-17.5-102(5).

If [Contractor/Consultant] violates a provision of this contract required pursuant to C.R.S. §8-17.5-102, Town may terminate the contract for breach of contract. If the contract is so terminated, the [Contractor/Consultant] shall be liable for actual and consequential damages to the Town.

Section 8. Insurance. [Consultant/Contractor] shall obtain and keep in full force and effect general liability insurance covering its actions and activities permitted under this Agreement in compliance with the following:

A. The policy limit for an injury to one person in any single occurrence shall be not less than \$150,000 and the limit for an injury to two or more persons in any single occurrence shall be not less than \$600,000. Costs of defense shall not be included within such limits. However, if costs of defense are included, the minimum limits shall be \$250,000 for injury to one person in any single occurrence and \$800,000 for injuries to two or more persons in any single occurrence. The parties understand and agree that Town is relying on and does not waive or intend to waive by this Agreement, any provision hereof, including the provisions of this paragraph, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as from time to time amended, or otherwise available to Town.

B. The policies shall name the Town as an additional insured on [Contractor's/Consultant's] general liability and automobile liability insurance policies. The parties hereto understand and agree that Town is relying on and does not waive or intend to waive by this Agreement, any provision hereof, including the provisions of this paragraph, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101, et seq., as from time to time amended, or otherwise available to Town.

C. [Consultant/Contractor] shall be responsible for any deductible losses under the policies.

D. Professional liability insurance with a limit of not less than \$1,000,000. **only if providing reports, studies, etc. If not, delete D-G regarding claims made policy**

E. If the policy is a claims made policy, the [Consultant/Contractor] agrees to renew such policy for at least two years after the expiration of this Agreement.

F. If the policy is a claims made policy, the retroactive date of any renewal of such policy shall be not later than the date this Agreement is signed by the parties hereto.

G. If [Consultant/Contractor] purchases a subsequent claims made policy in place of any prior policy, the retroactive date of such subsequent policy shall be no later than the date the Agreement is signed by the parties hereto.

H. The insurers shall give Town notification of any cancellation or termination by refusal to renew the policy or any change in coverage of the policy in the manner provided by law. If no such notification is provided by law, the insurer shall give Town at least 30 days' prior written notification of any cancellation or termination by refusal to renew the policy or of any material change by endorsement in coverage of the policy.

Copies of the certificates of insurance in accordance with this section shall be filed with Town within seven calendar days after the Agreement is signed.

Section 9. Delays. Any delays in or failure of performance by any party of his or its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

Section 10. Additional Documents. The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

Section 11. Entire Agreement. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

Section 12. Time of the Essence. Time is of the essence. If any payment or any other condition, obligation, or duty is not timely made, tendered or performed by either party, then this Agreement, at the option of the party who is not in default, may be terminated by the non-defaulting party, in which case, the non-defaulting party may recover such damages as may be proper. ||

Comment [VC1]: Page: 2
Please note that under contract law, a claimant is not allowed both specific performance and money damages for the same breach.

Section 13. Waiver. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

Section 14. Governing Law. This Agreement shall be governed by the laws of the State of Colorado.

Section 15. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

Section 16. Indemnification. [Consultant/Contractor] expressly agrees to indemnify and hold harmless Town or any of its officers or employees from any and all claims, damages, liability, or court awards including attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, to the extent caused by the negligent acts, errors or omissions of [Consultant/Contractor] or any of their employees or agents in performing work pursuant to this Agreement. In the event that any such suit or action is brought against Town, Town will give notice within ten (10) days thereof to [Consultant/Contractor].

Section 17. Worker's Compensation. [Consultant/Contractor] shall at its own expense keep in full force and effect during the term of this Agreement Statutory Worker's Compensation Insurance.

Section 18. Subcontractors. [Consultant/Contractor] may utilize subcontractors identified in its Qualifications submittal to assist with non-specialized works as necessary to complete projects. [Consultant/Contractor] will submit any proposed sub-contractor and the description of their services to the Town for approval. The Town will not work directly with the subcontractors.

Section 19. Independent Contractor. [Consultant/Contractor] and Town hereby represent that [Consultant/Contractor] is an independent contractor for all purposes hereunder. As such, [Consultant/Contractor] is not covered by any worker's compensation insurance or any other insurance maintained by Town except as would apply to members of the general public. [Consultant/Contractor] shall not create any indebtedness on behalf of the Town.

Section 20. No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Town and [Consultant/Contractor], and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than Town or [Consultant/Contractor] receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

Section 21. Default and Remedies. In the event either party should default in performance of its obligations under this agreement, and such default shall remain uncured for more than 10 days after notice of default is given to the defaulting party, the non-defaulting party

shall be entitled to pursue any and all legal remedies and recover its reasonable attorney's fees and costs in such legal action.

CHANGE TO MARK STEVENS IF UNDER \$75,000

ATTEST:

TOWN OF CASTLE ROCK

Sally A. Misare, Town Clerk

Randy A. Reed, Mayor

Approved as to form:

Robert J. Slentz, Town Attorney

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2009 by Sally A. Misare as Town Clerk and _____ as _____ of the Town of Castle Rock, Colorado.

Witness my official hand and seal.

My commission expires: _____.

(S E A L)

Notary Public

[CONSULTANT/CONTRACTOR]:

By: _____
as _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of
_____, 2009 by _____ as _____ for
_____.

Witness my official hand and seal.

My commission expires: _____.

(S E A L)

Notary Public