

**CITY OF SUSANVILLE**  
**RFQ - FY18-FY23**  
**AIRPORT ENGINEERING, AND CONSTRUCTION MANAGEMENT**  
**SERVICES**



**PROPOSAL DUE DATE: DECEMBER 5, 2018 AT 4:30 PM LOCAL TIME.**

**RFQ OPENING LOCATION:**  
**CITY OF SUSANVILLE**  
**66 NORTH LASSEN STREET,**  
**SUSANVILLE, CA 96130.**

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SECTION I

NOTICE OF REQUEST FOR QUALIFICATIONS

**AIRPORT ENGINEERING, AND CONSTRUCTION MANAGEMENT SERVICES FY18-FY23**

**Proposal Due Date: December 5, 2018 at 4:30 pm local time.**

**RFQ Opening Location: City of Susanville, City Hall, 66 North Lassen Street, Susanville, CA 96130.**

In accordance with Federal Aviation Administration requirements and the City of Susanville, The City of Susanville requests Statements of Qualifications from professional consultants with a strong background in construction of airport improvements. The City is seeking to identify a consultant to provide airport architectural and engineering design and construction management services in support of City staff for proposed projects at the Susanville Airport. Statements will be received by the City of Susanville, City Clerk's Office, at the above specified location, until the time and date cited.

The ideal Firm will have substantial experience consisting of at least 10 years providing airport architectural, engineering, and construction management services. The experience should include identifying future FAA grant projects; preparation of FAA grant applications and documentation; preparation of design and project plans and specifications for FAA grant projects; providing assistance in the contractor bid process; serving as grant manager and project manager during the construction phase of airport planning and development projects involving the FAA.

The City of Susanville has established an overall **DBE goal of 11.78%**. The Bidder/Offeror shall make good faith efforts, as defined in 49 CFR Part 26, to subcontract 11.78% of the dollar value of the prime contract to certified DBE firms as defined in 49 CFR Part 26.

Five copies and one original proposal, as well as an electronic copy on a readable device must be submitted to the City Clerk's Office at the City of Susanville, City Hall located at 66 North Lassen Street, Susanville, CA 96130. Said proposals shall be submitted by **December 5, 2018 at 4:30 pm local time**. Late proposals will be rejected unopened. The envelope or box containing the proposals must be sealed and clearly marked **AIRPORT ENGINEERING, AND CONSTRUCTION MANAGEMENT SERVICES**.

For a proposal package, please visit the City website at [www.cityofsusanville.org](http://www.cityofsusanville.org), or make a written request to the City Project Manager, 66 North Lassen Street, Susanville, CA 96130, or email to [qmccourt@cityofsusanville.org](mailto:qmccourt@cityofsusanville.org).

The City of Susanville reserves the right to reject any and all proposals, or to waive any irregularity.

Request for Quotes date of publication: **October 26, 2018**

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SECTION II  
SCHEDULE

The Schedule is provided for reference only. The City reserves the right to amend the proposed schedule as deemed necessary or appropriate by the City staff.

Action	Date
RFQ Published	10/26/2018
Pre-Submittal Meeting (Not required)	11/13/2018
Closing Date (Select firm if sufficient information)	12/5/2018
Interview Selected Firms (If necessary)	12/19/2018
Select firm (if not selected already)	12/26/2018

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SECTION III

BACKGROUND AND GENERAL INFORMATION

The Susanville Airport is operated under the jurisdiction of the City of Susanville. The City of Susanville is empowered to provide for the development, operation, and maintenance of the airport and, with respect to aeronautical facilities and concessionaires, to negotiate agreements with the operators thereof.

**PURPOSE**

The purpose of this RFQ is to solicit qualified professional consultants with a strong background in the architectural, engineering, and construction management of airport improvements to provide services in support of City staff for future projects at the Susanville Airport. The ideal Firm will have substantial experience consisting of at least 10 years providing airport architectural, engineering, and construction management services. The experience should include identifying future FAA grant projects; preparation of FAA grant applications and documentation; preparation of design and project plans and specifications for FAA grant projects; providing assistance in the contractor bid process; serving as grant manager and project manager during the construction phase of airport planning and development projects involving the FAA. The contents of this document are provided as background and general information for Firms and as a guide for the City to evaluate submittals. The City reserves the right to accept or reject any submittal and/or negotiate with any or all of the firms.

**MINIMUM QUALIFICATIONS**

Only those submittals received on time and in proper form will be accepted. Firms who provide evidence that they are fully competent, have the necessary experience, organization and financial capacity to fulfill the requirements of this RFQ, and who can provide evidence of all necessary certificates and licenses, will be considered. After receipt of the submittals, the City will rank the eligibility of each Submittal to be considered under section VII of this RFQ. Please note the following criteria is also the categories of the point matrix for proposal selection.

The following minimum experience criteria has been established as a basis for qualifying the eligibility of a Firm as shown below:

1. Recent experience (minimum 3 completed projects within the last 5 years) in **preparation of grant documents and grant close out** for similar projects in the Western-Pacific Region of the FAA for airport architectural, engineering, and construction management projects.
2. Recent experience (minimum 3 completed projects in the last 5 years) in **Architectural, Engineering, and Construction Management**, bid plans, specifications, and engineer's estimate preparation, bid

analysis, and bid support for airport architectural, engineering, and construction management projects.

3. Recent experience (3 completed projects within the last 10 years) in **construction administration and management** including the preparation of grant payment requests for similar projects for the Western-Pacific Region of the FAA.
4. **Demonstrate quality control**, checks and balances, and compliance with FAA policies, procedures, and timelines in Criteria 1, 2, and 3 (above) with regards to consulting airport sponsors.
5. Recent experience in preparing annual **Airport Capital Improvement Programs (ACIP) (FAA and Caltrans)**.
6. **Experience of key personnel and availability** of these individuals for this project.
7. **Knowledge of applicable FAA regulations, policies, and procedures.**
8. **Current workload and ability to meet project schedules or deadlines.**
9. Evidence that the consultant has made good faith efforts in meeting **Disadvantaged Business Enterprise (DBE)** goals (49 CFR § 26.53).

#### **RESPONSIBILITY OF SUCCESSFUL FIRM**

It is expected that within **THIRTY (30) CALENDAR** days of being notified by the City of Susanville, the successful Firm shall enter into an Agreement for Professional Services with the City. Upon Notification to Proceed, the successful Firm shall conduct, prepare, and provide the appropriate documents and all associated tasks for the proposed airport improvements at the Susanville Airport identified above in accordance with the previously stated agreement.

#### **PROJECT LOCATION AND SCHEDULE**

The description and location of the Land is included in Exhibit "A", Airport Layout Plan, which is attached hereto and incorporated herein. In Exhibit "B", the Airport Capital Improvement Plan (ACIP), displays the project schedule.

#### **STANDARD CITY AGREEMENT FOR PROFESSIONAL SERVICES**

A sample Standard City Agreement for Professional Services, attached as Exhibit "C", which includes City insurance requirements, etc., is attached for reference. This Exhibit does not need to be submitted with the response to the RFQ. The final contract agreement will incorporate the negotiated Scope of Work and any Architectural, Engineering or Construction Management fees and may have alternate or additional provisions than the sample. The City will manage the consultant contract and facilitate the coordination effort and direct the exchange of information related to the work performed.

#### **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the City of Susanville to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders, including those who qualify as a Disadvantaged Business Enterprise.

The City of Susanville has established an overall DBE goal of 11.78%. The Bidder/Offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to subcontract 11.78% of the dollar value of the prime contract to certified DBE firms as defined in 49 CFR Part 26.

#### **LICENSING**

In accordance with California Public Contract Code 20103.5 when federal funds are involved in local agency contracts, ***no bid shall be invalidated by the failure of the bidder to be licensed in California at the time of bid opening. However, at the time of award the selected contractor shall be properly licensed in accordance with laws of the State and the City of Susanville.***

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## SECTION IV

### SCOPE OF SERVICES

In accordance with Federal Aviation Administration Advisory Circular 150/5100-14E, the City of Susanville is seeking statements of qualified consultants to provide the architectural, engineering, and construction administration and management services as detailed herein. All work shall be accomplished in accordance with all federal, state and local guidelines, regulations including FAA advisory circulars, the National Environmental Policy Act (NEPA) and California environmental statutes. Additional work includes representing the Airport with California Division of Aeronautics and the FAA for the purposes of the Capital Improvement Plan coordination and other related engineering and planning coordination. Also, the consultant will assist the City in grant applications and/or management in the process of executing capital projects.

The airport consultant services required for typical airport development projects involves services generally of an architectural, civil, geotechnical, structural, mechanical and electrical engineering nature. The basic services that will be required are the following:

1. Preliminary Phase. This phase involves those activities required for defining the scope of a project and establishing preliminary requirements. Some examples of activities within this phase of a project include:
  - a) Conferring with The City of Susanville about the Susanville Airport on project requirements, finances, schedules, early phases of the project and other pertinent matters and meetings with the FAA and other concerned agencies and parties on matters affecting the project.
  - b) Planning, procuring and/or preparing necessary surveys, geotechnical engineering investigations, NEPA documents, field investigations and architectural and engineering studies required for preliminary design considerations.
  - c) Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations and preliminary layouts and cost estimates.
2. Design Phase. This phase includes all activities required to undertake and accomplish a full and complete project design. Examples include:
  - a) Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
  - b) Collecting engineering data and undertaking field investigations; performing geotechnical engineering studies; and architectural, engineering, and special environmental studies.
  - c) Preparing necessary engineering reports and recommendations.
  - d) Preparing detailed plans, specifications and cost estimates.
  - e) Printing and providing necessary copies of engineering drawings and contract specifications.
  - f) Prepare environmental NEPA (National Environmental Policy Act) (CATEX) documentation for FAA determination including requirements of NEPA, CEQA (California Environmental Quality Act), and all associated regulations, including the ability to represent the City of Susanville in discussions with regulatory agencies.
3. Construction Phase. This phase includes all activities to construct the project. Examples include:
  - a) Assisting the City of Susanville in advertising and securing bids, negotiating for services, analyzing bid results, furnishing recommendations on the award of contracts and preparing contract documents.
  - b) Onsite construction inspection and/or management involving the services of a part-time or full-time resident engineer(s), inspector(s) or manager(s) during the construction or installation phase of a project.
  - c) Providing consultation and advice to The City of Susanville and the Susanville Airport during all phases of construction.
  - d) Representing The City of Susanville and the Susanville Airport at preconstruction conferences.
  - e) Inspecting work in progress periodically and providing appropriate reports to The City of Susanville.

- f) Reviewing and approving shop and construction drawings submitted by contractors for compliance with design concept.
  - g) Reviewing, analyzing and approving laboratory and mill test reports of materials and equipment.
  - h) Preparing and negotiating change orders and supplemental agreements.
  - i) Observing or reviewing performance tests required by specifications.
  - j) Preparation of as-constructed plans.
  - k) Determining amounts owed to contractors and assisting The City of Susanville in the preparation of payments required for amounts reimbursable from grant projects.
  - l) Making final inspections and submitting a report of the completed project to The City of Susanville.
4. Special Services. The development of some projects may involve special activities or studies. Some examples of special services that might be employed for airport projects include:
- a) Soils investigations, including core sampling, laboratory tests, related analyses and reporting.
  - b) Detailed mills, shop and/or laboratory inspections of materials and equipment.
  - c) Land surveys and topographical maps.
  - d) Field and/or construction surveys.
  - e) Photogrammetry surveys.
  - f) Special environmental studies and analyses.
  - g) Expert witness testimony in litigation involving specific projects.
  - h) Project feasibility studies.
  - i) Public information and community involvement surveys, studies and activities.
  - j) Assist The City of Susanville in the preparation of necessary applications for Local, State and Federal grants.
  - k) Preparation of or updating the Airport Layout Plan.
  - l) Preparation of property maps.
  - m) Preparation of quality control plans.
  - n) Preparation of final reports.
5. In addition to the projects attached on the Airport Capital Improvement Program, the following listed projects may or may not be assigned over the term of the contract:
- a) Services related to updating and submitting annual Airport Capital Improvement Programs.
  - b) Pavement Maintenance Management Program (PMMP) updates.
  - c) Pavement Design, Engineering, Maintenance and Rehabilitation.
  - d) Utilities and infrastructure extensions.
  - e) Engineering and Management Services related to Hangar and Facility Development.

The projects are funded in the Airport Capital Project Fund Budget as well as grants from both the State of California and the Federal Aviation Administration. The amount allocated for professional and technical services fees will be negotiated with the Firm found best qualified. A detailed scope of work and cost for each project will be negotiated on an individual project basis through an Authorization for Service once funding has been approved. The projects will be conducted within the parameters and requirements of a negotiated contract. All projects will be subject to the availability of funding and nothing shall obligate the City to proceed with any or all of the projects. All work shall be accomplished in compliance with all State, Federal, and Local guidelines and regulations including the Environmental Protection Agency and California Environmental Statutes.

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## SECTION V

### SUBMITTAL REQUIREMENTS

Firms are advised to carefully follow the instructions listed below in order to be considered fully responsive to this RFQ. Submittals sent by facsimile (FAX) or electronic mail will **NOT** be accepted. Any Submittal received after **4:30 pm local time on December 5, 2018** shall be deemed unresponsive. Firm shall carefully review and address all of the evaluation factors previously outlined in this RFQ as well as responding to **all** questions contained herein. In order to be considered, Firm must be able to demonstrate that it meets the minimum qualifications established in the RFQ and has the resources, both staff and financial, to satisfactorily meet the requirements of this RFQ.

### NUMBER OF SUBMITTALS

**One (1) Original** (clearly marked "ORIGINAL") and **Five (5) Copies** (clearly marked "CITY"), as well as an electronic copy on a readable device. All submittals shall be marked as **AIRPORT ARCHITECTURAL, ENGINEERING, AND CONSTRUCTION MANAGEMENT SERVICES**. The maximum size of the submittals, including all attachments, diagrams, or other information shall not exceed thirty (30) pages.

### DELIVERY OF SUBMITTALS

The delivery of the submittal to The City of Susanville prior to the deadline is solely and strictly the responsibility of the Firm. **The delivery deadline is December 5, 2018 at 4:30 pm local time.** The City of Susanville will in no way be responsible for delays caused by the United States Postal Service or for delays caused by any other occurrence. Please deliver all proposals to the following address:

Attention: City Clerk  
City of Susanville  
66 North Lassen Street  
Susanville, CA 96130

### EXECUTION OF SUBMITTAL

Firm shall execute the Submittal, or an official of the Firm's firm authorized to do so as stated in this RFQ – (Acknowledgement of Submittal Required).

### REJECTION OF SUBMITTALS

The RFQ shall in no manner be construed as a commitment on the part of the City to award a contract. The City of Susanville reserves the right to reject any or all submittals; to waive minor irregularities in the RFQ process or in the responses thereto; to re-advertise this RFQ; to postpone or cancel this process; and to change or modify the RFQ schedule at any time.

Additionally, any of the following causes may be considered as sufficient reason for disqualification and/or rejection of a prospective applicant's submittal:

1. Submission of more than one (1) submittal by an individual, firm, partnership, or corporation under the same or different names.
2. Submission of an incomplete submittal.
3. Firm's failure to satisfactorily perform any present or previous obligation to the City.
4. Any other conduct or circumstance which by law requires rejection of a submittal.
5. To ensure fairness, the City will not accommodate meetings, discussions, or site visits during the advertised period, except for the pre-proposal meeting, written questions, and request for clarification. Contact with City Staff or representatives during the advertised period, with the exception of the pre-proposal meeting, written communications, and requests for clarifications with the primary purpose of information gathering to the RFQ, may disqualify a Firm from consideration.
6. Firms which are submitting as a prime contractor will not be allowed to submit as a sub-contractor in other joint submittals.
7. Please note, the Planning component and Engineering Design and Construction Management component must be separate RFQs. A firm cannot submit a combined proposal for both planning and engineering design/construction management. A firm may submit a proposal in response to the planning component RFQ and a separate proposal for the engineering design and construction

managements services RFQ. The City of Susanville may elect to enter into an agreement with one firm for each separate contract.

#### **COST OF PREPARATION**

The cost of preparing a submittal to this RFQ shall be borne entirely by the Firm.

#### **RFQ COMPLIANCE**

It is the responsibility of each Firm to examine carefully this RFQ and to judge for itself all of the circumstances and conditions which may affect its submittal and subsequent performance, operation and management pursuant to the Agreement. Any data furnished by the City is for informational purposes only and is not warranted. Firm's use of any such information shall be at Firm's own risk. Failure on the part of any Firm to examine, inspect, and to be completely knowledgeable of the terms and conditions of the Agreement, operational conditions, or any other relevant documents or information shall not relieve the selected Firm from fully complying with this RFQ. Submittals submitted early by Firms may be withdrawn or modified prior to the Submittal deadline. Such requests must be in writing. Modifications received after the Submittal deadline will not be considered.

#### **REQUESTS FOR INTERPRETATION OR CLARIFICATION**

If any prospective Firm finds discrepancies or omissions or there is doubt as to the true meaning of any part of the RFQ, a written request for a clarification or interpretation must be submitted in writing, addressed to the Project Manager at the address listed on the cover of this RFQ. E-mail requests for interpretations will also be accepted for this project at [qmccourt@cityofsusanville.org](mailto:qmccourt@cityofsusanville.org). It is the responsibility of the Firm to verify the City has received the written or e-mail request. To be given consideration, such requests must be received at least fifteen (15) business days prior to the due date set for the submission of submittals. All such interpretations and any supplemental instructions will be in the form of a written addendum which, if issued, will be posted on the City website no less than 10 calendar days prior to the date fixed for the deadline for Submittals. Failure of any Firm to receive any such addendum or interpretation shall not relieve said Firm from any obligation contained therein. Any objection to the specifications and requirements as set forth in this RFQ must be filed in writing with The City of Susanville not less than fifteen (15) business days prior to the Submittal deadline.

#### **WARRANTY**

The Firm warrants that the Submittal is not made in the interest of or on behalf of any undisclosed party; that the Firm has not, directly or indirectly, induced any other Firm to submit a false Submittal; or that Firm has not paid or agreed to pay to any party, either directly or indirectly, any money or other valuable consideration for assistance or aid rendered or to be rendered in attempting to procure the contract for the privileges granted herein.

#### **PRE-SUBMITTAL MEETING**

A pre-proposal meeting will be held on November **13, 2018 at 2:00pm local time**, which will include a site tour. To ensure fairness, the City will not accommodate meetings, discussions, or site visits during the advertised period, except for the pre-proposal meeting, written questions, and requests for clarification. Contact with City Staff or representatives during the advertised period, with the exception of the pre-proposal meeting, written communications, and requests for clarifications with the primary purpose of information gathering for the RFQ, may disqualify a Firm from consideration.

#### **OPENING**

All submittals will be opened and evaluated, after the published **Submittal deadline of 4:30 pm local time on December 5, 2018** at The City of Susanville City Hall. See Section VII, Evaluation and Selection Process, for further information.

#### **SUPPLEMENTAL INFORMATION**

The City of Susanville reserves the right to request any supplementary information it deems necessary to evaluate Firm's experience or qualifications. This may include: supplemental financial information, interview(s) and/or additional presentations by the Firm.

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## SECTION VI

### SUBMITTAL FORMAT

Submittals shall be typed, double-spaced with each page numbered at the bottom, and using both sides of the paper only on 8 ½ x 11 sheet size paper. Firm shall respond to all questions and requirements below in the following format. All questions must be completed in full, as a condition of the RFQ. Submittals shall be stapled or otherwise bound, and assembled in organized sections that include a table of contents and TABS with each section title. Resumes and relevant project descriptions may be included in two (2) appendices (Appendix A - Resumes and Appendix B - Project Descriptions). Submittals shall not exceed thirty (30) pages maximum including the main document and all attachments, appendices, and exhibits.

**DO NOT INCLUDE PRICE INFORMATION IN YOUR SUBMITTAL.** Selection will be based on qualifications first – then a price will be negotiated with the selected Firm.

Firms are asked to pre-qualify themselves by completing the following information. The City requests that submittals be formatted and sequenced in the following order:

#### 1. FIRM INFORMATION

- a) Legal name of entity, entities or joint venture.
- b) Contact information to include mailing address, phone, and fax.
- c) Attach a description or organizational chart of the Firm's proposed management structure depicting project staff personnel and their responsibilities, including sub-contractors, if any. Identify the individual that will be the primary day-to-day contact on this project and include their contact information including email address. Indicate the process that will be implemented to maintain interaction between project team members.
- d) Identify in the Statement all other firms on the team and their role including any DBE firms and their responsibilities. The selected firm will have to comply with the City and DOT Regulations 49 CFR part 26. The consultant may be required to submit monthly status reports to the FAA.
- e) Appropriate State of California design professional registration, licensure and construction contracting licenses.

#### 2. FIRM EXPERIENCE

- a) List the number of years of experience Firm has had in airport development and planning projects.
- b) Provide a list and brief description of relevant airport architectural, engineering, and construction management projects completed and associated work performed by the Firm within the last ten (10) years to include (limit relevant projects to five projects):
  - (1) Project Name
  - (2) Project Location
  - (3) Contact Person, title, Phone number and/or email
  - (4) Date of project (year)
  - (5) A description of project scope provided. Complete project descriptions may be included in Appendix B.
- c) Describe the specific level of involvement of your firm and individual team members, focusing on key personnel. Also, indicate the issues that were dealt with, relevance to the proposed projects, and the outcome.

#### 3. PROPOSED PROJECT APPROACH AND SCHEDULE

- a) Project Approach.
  - (1) Demonstrate the team's understanding of the primary components of the proposed projects and their potential issues.
  - (2) Identify methodologies and approaches to be used to address the following: analysis and resolution of environmental issues; public scoping process; public hearings; proposed process for coordinating with the FAA, the City, and other consultants' work efforts;

community education and stakeholder outreach, including production of web site content (not web design) for public information; and NEPA/CEQA documentation schedule.

(3) Identify specific responsibilities of each of the proposed staff/team members and sub-consultants.

b) Project Schedule.

(1) Discuss your team's approach to completing projects on time and within budget, while maintaining deliverable quality.

#### 4. QUALIFICATION/AVAILABILITY OF KEY PERSONNEL

a) Describe the Project Manager's experience and expertise, particularly related to any other airport projects this person has been responsible for. Include length of time with the current firm, and if less than three (3) years, provide previous management experience to demonstrate the Project Manager's commitment to the project as a first priority, and describe their ability to manage staff and sub-consultants.

b) Detail your team's knowledge, experience, and capabilities relevant to successful completion of airport improvement projects. Describe the technical experience and expertise of all key personnel to be assigned to the project. (Resumes of all key personnel, listing special qualifications applicable to the project shall be included in Appendix A.) Include relevant airport experience and ability to address controversial public issues for each team member. Also include any experience and expertise related to applicable technical disciplines, demonstrated writing skills, experience with NEPA, and other applicable regulatory or interagency coordination and/or consultation that will be important to consider for the proposed projects.

c) Provide information as to planned staffing for public meetings. Describe the public speaking background of responsible personnel and their experience with airport projects. Include dates and details of the past 3-5 public presentations/ meetings conducted. Describe this person's approach to dealing with potentially controversial projects and/or hostile environments.

d) Address the availability and the commitment of the Project Manager and key personnel relative to their involvement with other on-going or expected projects.

e) Demonstrate an ability and commitment to undertake this work immediately and dedicate the necessary personnel and resources to the project to meet the proposed schedule.

#### 5. REFERENCES AND ADDITIONAL INFORMATION

a) Provide three (3) references including their title, organization, contact phone number, email address, and the most recent project completed for their organization. Attach any other background information about the qualifications and experience of Firm's organization or personnel that may be useful to the City in evaluating your capabilities.

#### 6. INSURANCE AND INSURABILITY

a) Firm shall attach hereto a current Accord Document, Summary sheet, Current Insurance certificate, or a letter from the Firm's current insurance company stating that the insurance company would provide insurance at the limits required by the City.

#### 7. EXCEPTIONS AND ASSUMPTIONS NOTED

8. Firm shall request any changes or exceptions to any part of this RFQ in writing as part of their submittal. List all assumptions upon which the response to the RFQ is based. Assumptions may be related to available data, schedule, interim and final work products, or other aspects of the requested work effort.

SECTION VII  
EVALUATION AND SELECTION PROCESS

**OBJECTIVE**

It is the City's intention to solicit Submittals from potentially qualified Firms; to evaluate their Submittals; and to award a contract to the Firm whose Submittal is determined to serve in the best interest of The City of Susanville.

**EVALUATION AND RECOMMENDATION**

An evaluation committee, consisting of City staff and or members selected by the City staff, will review and evaluate all qualified Submittals received by the submittal date as set forth in this RFQ, or as amended by addenda. The City reserves the right to request additional information and clarification of any information submitted, including any omission from the original Submittal. After receipt of the submittals the evaluation committee will rank the eligibility of each Submittal to be considered. All Submittals will be treated equally with regard to this item. Based on its review, the committee will prepare a tabulation of all firms, indicating the top three (3) scoring firms.

In order to achieve maximum scores, Firms must demonstrate to the City's Evaluation Team that they are fully qualified to provide the services required by this RFQ. Fully qualified Submittals will have the qualifications (financial resources, expertise and skills) and experience (documented, successful, and relevant) necessary to meet the requirements of the RFQ.

The City and FAA will follow the selection procedures outlined in FAA *Advisory Circular AC 150/5100- 14E with change 1*. The firm considered by the Selection Committee to be the most highly qualified will be selected for the project, after which discussions will be initiated with that firm to finalize the scope of services and negotiate a contract. The Statements of Qualifications (RFQs) submitted will be reviewed and ranked by the Selection Committee using the following selection criteria:

1. Recent experience (minimum 3 completed projects within the last 5 years) in **preparation of grant documents and grant close out** for similar projects in the Western-Pacific Region of the FAA for airport architectural, engineering, and construction management projects.
2. Recent experience (minimum 3 completed projects in the last 5 years) in **Architectural, Engineering, and Construction Management**, bid plans, specifications, and engineer's estimate preparation, bid analysis, and bid support for airport architectural, engineering, and construction management projects.
3. Recent experience (3 completed projects within the last 10 years) in **construction administration and management** including the preparation of grant payment requests for similar projects for the Western-Pacific Region of the FAA.
4. **Demonstrate quality control**, checks and balances, and compliance with FAA policies, procedures, and timelines in Criteria 1, 2, and 3 (above) with regards to consulting airport sponsors.
5. Recent experience in preparing annual **Airport Capital Improvement Programs (ACIP) (FAA and Caltrans)**.
6. **Experience of key personnel and availability** of these individuals for this project.
7. **Knowledge of applicable FAA regulations, policies, and procedures.**
8. **Current workload and ability to meet project schedules or deadlines.**
9. Evidence that the consultant has made good faith efforts in meeting **Disadvantaged Business Enterprise (DBE)** goals (49 CFR § 26.53).
10. **Ability to follow instructions noted in the RFQ.**

Selection Criteria as described in further detail above		Point Value
	Recent Experience (minimum 3 completed projects within the last 5 years)	
1	Preparation of Grant Documents and Grant Close Out	15
2	Architectural, Engineering and Construction Management	15

Selection Criteria as described in further detail above		Point Value
3	Preparation of Grant Documents and Grant Close Out (10 years)	15
4	Demonstrate Quality Control	10
5	Airport Capital Improvement Program (ACIP) (FAA and CalTrans)	5
6	Experience of Key Personnel and Availability of these individuals	5
7	Knowledge of applicable FAA regulations, policies and procedures	15
8	Current workload and ability to meet project schedules or deadlines	10
9	Disadvantaged Business Enterprise (DBE)	5
10	Ability to follow instructions noted in the RFQ	5
<b>Total Points Available</b>		<b>100</b>

**CONTRACT EXECUTION**

Contingent upon successful negotiations with the selected Firm, The City of Susanville will transmit to the Firm copies of the actual Agreement for execution. The Firm agrees to deliver three (3) duly executed Agreements to City within **THIRTY (30)** calendar days from the date of receipt of said notice and Agreements. Upon receipt of the executed agreement from the Firm, the City will seek authorization from the City Council to execute the agreement within thirty (30) calendar days or next City Council meeting if longer than thirty days. The agreement shall have no force or effect on the City unless and until it is approved by formal action of the Susanville City Council.

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## SECTION VIII

### GENERAL TERMS AND CONDITIONS

#### **INSURANCE REQUIREMENTS**

Prior to commencement of operation, the successful Firm shall procure and maintain insurance as specified by the City for all activities to be conducted by the Firm.

#### **BINDING OFFER**

A Firm's submittal shall remain valid for a period of ninety (90) days following the Submittal deadline and will be considered a binding offer to perform the required services, assuming all terms are satisfactorily negotiated. The submission of a submittal shall be taken as prima facie evidence that the Firm has familiarized itself with the contents of the RFQ.

#### **COMPLIANCE**

Firm shall comply with all local, State and Federal directives, orders and laws as applicable to this submittal and subsequent agreement including completion of Company's work.

#### **CANCELLATION AND NON-EXCLUSIVITY OF AGREEMENT**

The successful Firm understands and agrees that any resulting contractual relationship is non-exclusive and may be cancelled at any time. The City of Susanville reserves the right to cancel the agreement at any time at its sole discretion and/or seek similar or identical services (subject to minimum development and performance standards) elsewhere if deemed in the best interests of the City.

#### **COLLUSION**

Submittals may be rejected if there is reason for believing that collusion exists among Firms, and no participant in such collusion will be considered in any future submittals for the operation of any concession for the next six (6) months following the date of the Submittal submission.

#### **HOLD HARMLESS**

The Firm hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits as a result of the Firm's participation pursuant to this Agreement, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of the undersigned or his/her agents. The Firm further releases and discharges the City, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the City, from any and all claims which the Firm has or may have against the City, its agents or employees, arising out of or in any way connected with the Firm's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents.

#### **GOVERNANCE**

If any of the language or information in this Submittal conflicts with language in the Agreement as prepared by The City of Susanville, the language of the final Agreement, as executed, will govern.

#### **PUBLIC DISCLOSURE**

All Submittals and other materials or documents submitted by Firm in response to this RFQ will become the property of The City of Susanville and will not be released to the public until after the selection or rejection of any or all submittals.

#### **CONFLICTS OF INTEREST**

The City of Susanville may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of The City of Susanville is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract

with respect to the subject matter of the contract. In the event of the foregoing, The City of Susanville further elects to recoup any fee or commission paid or due to any person significantly involved in

initiating, negotiating, securing, drafting or creating this contract on behalf of The City of Susanville from any other party to the contract, arising as a result of this contract.

**RECORDS AND FINANCIAL DATA**

All correspondence with the City, including responses to this Request for Proposals, will become the exclusive property of the City and will become public records under the California Public Records Act. All documents submitted in response to this Request for Proposals will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement. During the selection process, until a firm is selected the City will not disclose proposals, except as otherwise required under applicable law. This means that, depending on the nature of timing of the request, or future court decisions, that information may not remain private and may be publicly disclosed. Rates for services are not considered confidential or proprietary and are subject to disclosure.

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Exhibit A  
Airport Layout Plan

Please see separate attachment - [www.cityofsusanville.org](http://www.cityofsusanville.org) link is on home page.

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Exhibit B  
 Airport Capital Improvement Program (ACIP)

SUSANVILLE MUNICIPAL AIRPORT										
AIRPORT CAPITAL IMPROVEMENT PROGRAM										
FY 2019 - 2024										
										3/19/2018
<b>Airport: Susanville Municipal</b>	<b>State:</b> California		<b>NPIAS#</b> 06-0251				<b>DATE:</b>			SVE
Project Description & Year	Fed Funds	State Funds	Local		Total	Env	NPIAS Rating	Start Date	Comp. Date	FED/ STATE
			PFC							
2018										
1 - Carryover	\$ -	\$ -		\$ -						
2019										
Design - Construct Pavement Project - approx. 9,000 SqFt R&R w/8" and 3"	\$ 53,062	\$ 2,653		\$ 3,243	\$ 58,958			June 2019	June 2019	
2020										
1 - Construct Apron Reconstruction, Phase II	\$ 855,000	\$ 42,750		\$ 52,250	\$ 950,000		60	May 2020	March 2021	
2021										
1 - Carryover	\$ -	\$ -		\$ -						
2022										
1 - Carryover	\$ -	\$ -		\$ -						
2023										
1 - Taxi-way	\$ 765,000	\$ 38,250		\$ 46,750	\$ 850,000		40	May 2023	August 2024	
2024										
1 - Carryover	\$ -	\$ -		\$ -						
<b>TOTALS</b>	<b>\$1,673,062</b>	<b>\$ 83,653</b>		<b>\$102,243</b>	<b>\$1,858,958</b>					

## CONSULTING SERVICES AGREEMENT FOR PROFESSIONAL SERVICES

### TO PROVIDE GRANT ADMINISTRATION SERVICES FOR THE:

This **Consulting Services Agreement** (the "Agreement") is made and entered into as of: (Date)

Upon the following terms and conditions of this Agreement, the CITY desires to retain CONSULTANT to perform the following:

#### **1. Professional Services.**

CONSULTANT will perform (Scope of Services) as stated in scope and potentially as required by the CITY under the terms and conditions of this Agreement as described in the attached "Scope of Services" dated \_\_\_\_\_ from CONSULTANT. Such services will commence on the start date and will terminate pursuant to the terms of this Agreement.

#### **2. Invoicing and Payment.**

As sole compensation for the performance of the services, the CITY will pay CONSULTANT for the tasks stated in the Scope of Services payable on a net thirty (30) days from invoice. CONSULTANT will invoice the CITY on a monthly basis for the percent of tasks completed in performing the services. The CITY will pay each such invoice no later than thirty (30) days after its receipt. Extra Services and Reimbursable Costs are incorporated into this Agreement as provided in the Scope of Services. CONSULTANT will receive no royalty or other remuneration for the production or distribution of any products developed by the CITY or by CONSULTANT in connection with or based upon the services. CONSULTANT will not be entitled to receive any vacation or illness payments, or to participate in any plans, arrangements, or distributions by CITY pertaining to any insurance or similar benefits that CITY makes or may make available to CITY's employees.

#### **3. Ownership of Work Product.**

CONSULTANT agrees that any and all ideas, designs, drawings, notes, computer programs, algorithms, documents, information, materials, improvements and inventions made, conceived, developed, created or first reduced to practice in the performance of the services under this Agreement shall be the sole and exclusive property of the CITY (the "Work Product").

CONSULTANT further agrees that the CITY is and shall be vested with all right, title and interest in the Work Product (including any patent, copyright, trade secret or trademark rights) under this Agreement. CONSULTANT shall have a perpetual irrevocable license to use and reuse detail elements and design elements incorporated into any Work Product without compensation or payment to CITY.

#### **4. Term**

Either party may terminate this Agreement upon 30-day written notice to the other party for any reason or no reason. In the event the CITY terminates this Agreement, CONSULTANT shall cease all work immediately after receiving notice from the CITY unless otherwise advised by the CITY and shall notify the CITY of all costs incurred up to such termination date.

#### **5. Independent Consultant**

CONSULTANT is an independent Consultant and is not an agent or employee of, and has no authority to bind, CITY by contract or otherwise. CONSULTANT will perform the professional services under the general direction of CITY, but CONSULTANT will determine, in CONSULTANT's sole discretion, the manner and means by which such services are accomplished, subject to the requirement that CONSULTANT shall at all times comply with applicable law. CITY has no right or authority to control the manner or means by which such services are accomplished.

#### **6. Warranty.**

CONSULTANT warrants that its services hereunder will be of a professional quality conforming to generally accepted industry standards and practices.

**7. Indemnification by CONSULTANT.**

CONSULTANT shall indemnify, defend, and hold harmless the CITY, and its officers, employees, and agents (“indemnitees”), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels’ fees and costs of litigation (“claims”), arising out of the CONSULTANT’s performance of its obligations under this agreement or out of the operations conducted by CONSULTANT, including the CITY’s active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the CITY. In the event the CITY indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from CONSULTANT’s performance of this agreement, the CONSULTANT shall provide a defense to the CITY indemnitees, or at the CITY’s option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels’ fees, incurred in defense of such claims.

**8. Insurance Requirement.**

CONSULTANT shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the City Clerk.

- (a) Commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. CONSULTANT’s general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.
- (b) Errors and omissions insurance to a minimum coverage of \$1,000,000, with neither CONSULTANT nor listed sub-CONSULTANTS having less than \$1,000,000 individually;
- (c) Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance with limits of at least one million dollars (\$1,000,000). CONSULTANT shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.
- (d) Auto Liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than \$1,000,000 per accident. If CONSULTANT owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

For any claims related to this project, the CONSULTANT’s insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONSULTANT’s insurance and shall not contribute with it.

All insurance policies shall have a minimum A.M. Best rating of A- VII, unless otherwise approved by the CITY’s Risk Manager.

Any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.

The CONSULTANT’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after 30 days’ prior written notice by certified mail, return receipt

requested, has been given to the CITY.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

**9. Nondisclosure.**

CONSULTANT acknowledges that CONSULTANT will acquire information and materials from CITY and knowledge regarding, without limitation, the business, products, finances, future plans, customers, clients, employees, and CONSULTANTS of CITY and that all such knowledge, information and materials acquired, the existence, terms and conditions of this Agreement, and the Work Product, are and will be the trade secrets and confidential and proprietary information of CITY (collectively, the "Confidential Information"). Confidential Information will not include, however, any information which is or becomes part of the public domain through no fault of CONSULTANT, by operation of law, or that CITY regularly gives to third parties without restriction on use or disclosure. CONSULTANT agrees to hold all such Confidential Information in strict confidence, not to disclose it to others or use it in any way, commercially or otherwise, except in performing the services, and not to allow any unauthorized person access to it, either before or after expiration or termination of this Agreement. CONSULTANT further agrees to take all action necessary to protect the confidentiality of the Confidential Information including, without limitation, implementing and enforcing operating procedures to minimize the possibility of unauthorized use or copying of the Confidential Information.

**10. Governing Law.**

This Agreement will be governed by and construed in accordance with the laws of the State of California excluding that body of law pertaining to conflict of laws. In the event any cases evolve, said cases shall be heard in Lassen County Court.

**11. Notice.**

All notices, including notices of address changes, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed to the addresses listed below:

(a) City of Susanville: Dan Newton, Interim City Administrator, 66 N. Lassen Street, Susanville, CA 96130

(b) CONSULTANT: \_\_\_\_\_

**12. Severability.**

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

**13. Assignment.**

CONSULTANT may not assign CONSULTANT's rights or delegate CONSULTANT's duties under this Agreement without the prior written consent of the CITY. Any attempted assignment or delegation without such consent will be void.

**14. Waiver.**

The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

**15. Equitable Remedies.**

Because the services are personal and unique and because CONSULTANT will have access to Confidential Information of CITY, CITY will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief without prejudice to any other rights and remedies that CITY may have for a breach of this Agreement.

**16. Entire Agreement.**

This Agreement, together with its attached exhibits, constitutes the complete agreement between the parties and supersedes all previous agreements or representations, whether written or oral, with respect to the subject matter described herein. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party. It is expressly agreed that any terms and conditions of CONSULTANT's invoices shall be superseded by the terms and conditions of this Agreement.

**In Witness Whereof**, the parties hereto have executed the **Consulting Services Agreement** for CONSULTANT as of the date set forth in the first paragraph hereof.

**CITY OF SUSANVILLE**

**CONSULTANT**

\_\_\_\_\_  
Dan Newton, Interim City Administrator

\_\_\_\_\_  
Name, Title

Approved as to Form and Content:

\_\_\_\_\_  
City Attorney

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