

REQUEST FOR QUALIFICATIONS

CONTRACT TOWN ENGINEER

FOR THE TOWN OF LYONS, CO

Monday, April 08, 2019

**Town of Lyons
432 5th Avenue
P.O. Box 49
Lyons, CO 80540**

(303) 823-6622

www.townoflyons.com

SUBMITTALS DUE: Monday, May 6, 2019 by 3:00 P.M.

CONTRACT TOWN ENGINEER

FOR THE TOWN OF LYONS, CO

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I. INTRODUCTION

REQUEST FOR QUALIFICATIONS (RFQ)

RFQ Title: Contract Town Engineer

RFQ Number: 2019-Contract Engineer

Town Contact: Ben Rodman, Human Resources
Email Address: brodman@townoflyons.com
Telephone Number: 303-823-6622 x 22

Pre-Submittal Conference

An optional Pre-Submittal Conference will be held on Monday, April 15, 2019, at the Lyons Town Hall at 432 5th Avenue, Lyons, Colorado 80540. The purpose of the conference is to review all available information, and to discuss this RFQ or any terms and conditions contained herein.

Submittals must be received no later than:

Monday, May 6, 2019 by 3:00 P.M.

Submittals received after this date and time will not be considered for award.

The TOWN will only accept submittals in bound hard copy format, accompanied by submittal on CD-ROM or external flash drive, and does not accept submittals submitted via fax or email. Submittals are to be submitted in a sealed package with the following on the outside of the envelope:

Company Name
RFQ Title
RFQ Number
Due Date and Time

Package must include:

- Cost and fee submittal information must be submitted in a sealed envelope separated from the qualifications submittal. Price or fees for services will not be used in evaluation for this RFQ. The top scoring firm based on the qualification criteria described below, will be given the opportunity to submit a fee for the services required to complete the project. The fees will be evaluated and negotiated with the Town. If the scope or fees submitted are determined to be unacceptable the firm will be given a final opportunity to adjust their proposal. If the fees are still unacceptable, the Town will terminate negotiations and start the fees process with the second top scoring firm, and onward, etc.
- One (1) Original Submittal, identified as "Original"
- One Copy of Submittal on a CD-ROM or external flash drive. Cost and fee submittal information cannot be included in the Copy, *only* in the sealed envelope in the Original Submittal.
- Include both original and public viewing versions, if applicable.

Americans with Disabilities Act

If you need special assistance or services to be provided under the provisions of the Americans with Disabilities Act (ADA), please contact the Town of Lyons at (303) 823-6622 x22 at least 48 hours in advance of any scheduled event.

Deliver submittals in person (preferred method):

Town of Lyons
Town Hall
432 5th Avenue
Lyons, CO 80540

Or mail submittals to:

US Postal Service Only:

Town of Lyons
PO Box 49
Lyons, Colorado 80540

Other Delivery Services:

Town of Lyons
432 5th Avenue
Lyons, CO 80540

Schedule of Events (subject to change) All times are given in local Colorado time:

RFQ Issued	Monday, April 8, 2019
Pre-Submittal Conference	Monday, April 15, 2019 at 11:00 am
Deadline for Questions	Monday April 22, 2019 at 2:30 pm
Answers Issued By	Thursday April 25, 2019 at 2:30 pm
Submittal due Date and Time	Monday May 6th, 2019 by 3:00 PM
Selection Announced	Thursday, May 9, 2019 (at latest)
Post Notification Negotiation Meeting	Wednesday, May 15, 2019 (If negotiations fail, the next qualified is contacted)
Anticipated Contract Award	Wednesday, May 29, 2019

This RFQ was advertised in the following publications and web bases services:

- Rocky Mountain e-bid (www.rockymountainbidsystem.com)
- Town of Lyons Web page (www.townoflyons.com)
- Colorado Office of Economic Development and International Trade (<http://choosecolorado.com/>)

II. PROJECT BACKGROUND, UNDERSTANDING AND GOALS

A. Background

1. About the Town of Lyons

Lyons, Colorado is a small town nestled in the foothills of the Rocky Mountains, at the confluence of the North and South St. Vrain Creeks. Historically a sandstone quarrying town, Lyons today is a thriving community with a population of 2,000 and is known for its arts, music, culture, and natural beauty.

Visitors from across Colorado and the region flock to Lyons to attend our annual music festivals, visit our restaurants, shops, and businesses, and to enjoy the parks and outdoor amenities. Each summer, hundreds of thousands pass through Lyons on their way to Rocky Mountain National Park.

In September 2013, Lyons suffered the worst disaster in Boulder County history. Beginning September 9th, more than 17 inches of rain fell along the Colorado Front Range. This was an historic event, and the rainfall triggered flash floods across Boulder County and the surrounding region. In Lyons, the volume of water flowing through the North and South St. Vrain Creeks was measured at up to 23,300 cfs, a 1,000-year event. Rivers and creeks breached their channels to cut new paths, catastrophically washing away structures, leaving massive amounts of debris, and causing one fatality. The widespread damage led to the largest air evacuation in U.S. history, with the entire population of the town transported to safety beginning on September 14, 2013 and unable to return for a minimum of six weeks. Roads, bridges, infrastructure, and utilities suffered significant damage. More than 200 homes were damaged or destroyed.

The September floods impacted nearly every aspect of the community. Now, more than five years into recovery, the Town of Lyons remains dedicated to rebuilding stronger, more sustainably, and more resilient than before.

B. Town Vision

The Town of Lyons has adopted the following plans, and other sub-area plans, as vision documents to guide future growth and development:

- Town of Lyons Comprehensive Plan (2010)
- Lyons Recovery Action Plan (2014)
- Lyons Environmental Sustainability Action Plan (2015)
- Lyons Primary Planning Area document (2016)
- Land Use Management Plan for Deed-Restricted Buyout Properties (2018)

Visit www.townoflyons.com/301/Community-Plans to access these plans.

C. Contractor Relationship

Engineer and its representatives will perform all services as an independent contractor, and shall not be deemed, by virtue of this Agreement, to have entered into any partnership, joint venture or other relationship with the Client. The Client shall not be obligated to secure and shall not provide any insurance coverage or employment benefits of any kind or type to Engineer or its representatives, including but not limited to workers' compensation, disability, or retirement contributions. Engineer shall designate one or more persons as its representative who shall have complete authority to transmit instructions, receive information, and to carry out the Client's policies and decisions with respect to the services.

III. ADMINISTRATIVE INFORMATION

A. Issuing Office

The Town of Lyons agent listed herein is to be the sole point of contact concerning this RFQ. Offerors shall not directly contact other personnel regarding matters concerning this RFQ or to arrange meetings related to such.

B. Project Requirements

1. General Requirements

The selected person or team will be expected to provide a full range of services at all levels.

2. Electronic Data Submittals Electronic Data shall be submitted in a format that is usable by the Town of Lyons. The primary windows-based computer software that is currently used by Town of Lyons is:

- Drafting – AutoCAD Civil 3D 2012 or greater
- Plotting - Adobe PDF
- Word Processing - Microsoft Word 2010
- Spreadsheets - Microsoft Excel 2010

C. Period of Award

The effective date of providing the required services shall be from award of the contract through completion of final construction observation services terminating at project close out.

D. Minimum Mandatory Qualifications of Offeror

The offeror must specialize in providing services for similar projects and have successfully completed similar projects in the past five years. The design team's proposed Project Manager must have five (5) years of experience (minimum) in managing similar projects. Preference will be given to local candidates with demonstrable familiarity with the geography of the area.

E. Inquiries

Prospective offerors may make written inquiries by e-mail before the written inquiry deadline concerning this RFQ to obtain clarification of requirements. There will be opportunity to make inquiries during the pre-submittal conference. No inquiries will be accepted after the deadline. Inquiries regarding this RFQ (be sure to reference RFQ number) should be referred to:

E-Mail: brodman@townoflyons.com
Subject Line: CONTRACT TOWN ENGINEER (Consultant Name)

Response to offerors' inquiries will be e-mailed in a timely manner. Offerors cannot rely on any other statements that clarify or alter any specification or other term or condition of the RFQ. All questions received between the release of the RFQ and Thursday, April 25, 2019 at 2:30 pm will be

answered to Staff's best ability. A written summary of all questions will be issued as an addendum to the RFQ.

Should any interested offeror find any part of the listed specifications, terms and conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify the Town of such matters immediately upon discovery.

F. Insurance

The successful contractor will be required to provide a Certificate of Insurance or other proof of insurance naming the Town of Lyons and its agents as "additional insured". Coverage must include COMMERCIAL GENERAL LIABILITY coverage with minimum limits of \$1,000,000, and WORKERS COMPENSATION coverage with limits in accordance with State of Colorado requirements. If a firm, contractor must provide Town with proof of EMPLOYER'S LIABILITY coverage with limits of at least \$500,000. COMPREHENSIVE AUTOMOBILE LIABILITY with minimum limits for bodily injury and property damage coverage of at least \$1,000,000, plus an additional amount adequate to pay related attorneys' fees and defense costs, for each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of this Agreement. The Town shall be named as additional Insured for General and Auto Liability Insurance. The successful contractor must present the Town with proof of PROFESSIONAL LIABILITY COVERAGE with a minimum limit of \$1,000,000.

G. Modification or Withdrawal of Submittals

Submittals may be modified or withdrawn by the offeror prior to the established due date and time.

H. Minor Informalities

Minor informalities are matters of form rather than substance evident from the response or insignificant mistakes that can be waived or corrected without prejudice to other vendors. The Town may waive such informalities or allow the vendor to correct them depending on which is in the best interest of the Town.

I. Responsibility Determination

The Town will make awards only to responsible vendors. The Town reserves the right to assess offeror responsibility at any time in this RFQ process and may not make a responsibility determination for every offeror.

J. Acceptance of RFQ Terms

A submittal submitted in response to this RFQ shall constitute a binding offer. The autographic signature of a person who is legally authorized to execute contractual obligations on behalf of the offeror shall indicate acknowledgment of this condition. A submission in response to this RFQ acknowledges acceptance by the offeror of all terms and conditions as set forth herein. An offeror shall identify clearly and thoroughly any variations between its submittal and the RFQ in the cover letter. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFQ.

K. Protested Solicitations and Awards

When to File: Protests must be submitted in writing (via email, U.S. Mail or courier) and received by the Town Administration at 423 5th Avenue/ PO Box 49, Lyons CO 80540 prior to award of a contract. This can be submitted before or during a Board of Trustees meeting in which a contract will be approved.

Protests based upon restrictive specifications or alleged improprieties in any type of solicitation, which are apparent prior to either the submittal or bid due date must be filed no later than three (3) working days prior to the bid opening date or submittal closing date.

Process: The protest must include, at a minimum, the following:

- 1) The name and address of the protestor
- 2) Appropriate identification of the procurement by Bid number or title or Request for Submittal Number or Title
- 3) A statement of the reasons for the protest
- 4) Any available exhibits, evidence or documents substantiating the protest

Decision: The Town Administrator shall make a decision, in writing, on a protest within seven (7) working days after receiving all relevant, requested information. This decision shall be based on and limited to a review of the issues raised by the protesting bidder, offeror, or contractor, and shall set forth each factor taken into account in reaching the decision. The decision of the Town Administrator is final.

Withholding of Award: When a protest has been filed before an award, the Town Board shall not make an award before it has resolved the protest. If a protest has been filed before the opening of bids or closing of request for submittals, the Town will resolve the protest prior to closing the solicitation, unless the Town determines that:

- 1) The items to be procured are urgently required; or
- 2) Delivery or performance will be unduly delayed by failure to make the award promptly; or
- 3) Failure to make prompt award will otherwise cause undue harm to the Town

L. Confidential/Proprietary Information

The Town neither requests nor encourages the submission of confidential/proprietary information in response to this Request for Submittal. All submittals will be confidential until a contract is awarded and fully executed. At that time, all submittals and documents pertaining to the submittals will be open for public inspection, except for the material that is proprietary or confidential. However, requests for confidentiality can be submitted to the Town provided that the submission is in accordance with the following procedures. This remains the *sole responsibility* of the offeror. The Town will make no attempt to cure any information that is found to be at a variance with this procedure. The offeror may not be given an opportunity to cure any variances after submittal opening. **Neither a submittal in its entirety, nor submittal price information will be considered confidential/proprietary.** Questions regarding the application of this procedure must be directed to the contact for the Town listed in this RFQ.

Procedure:

- 1) The offeror will submit one (1) additional complete submittal clearly marked “FOR PUBLIC VIEWING.” In this version of the submittal, the offeror will black out all text

and/or data that it wishes to be considered confidential and denote the information as “proprietary” or “confidential”.

- 2) A written description will accompany the “FOR PUBLIC VIEWING” copy of the submittal identifying the material that the offeror is considering proprietary or confidential. Specific reasoning as to why each item is to remain confidential, *other than* recitation of a specific state or federal statute, is required.
- 3) Where an offeror has submitted a “FOR PUBLIC VIEWING” version of their submittal, that version will be open to the public while the other copies of that offeror’s submittals will be maintained as confidential material. Submittals that are determined to be at variance with this procedure may be declared non-responsive by the Town, and not given further consideration.

M. Acceptance of Submittal Content

The contents of the submittal (including persons specified to implement the project) of the successful contractor shall become contractual obligations into the contract award. Failure of the successful offeror to perform in accordance with these obligations may result in cancellation of the award and such offeror may be removed from future solicitations.

N. RFQ Cancellation

The Town reserves the right to cancel this RFQ at any time, without penalty.

O. Negotiation of Award

In the event only one (1) responsive submittal is received by the Town, the Town reserves the right to negotiate the award for the services with the offeror submitting the submittal in lieu of accepting the submittal as is.

P. Contract

The Consultant will enter into a contract with the Town for this work. The contract will set for the agreement and responsibilities as outlined in this RFQ. The anticipated Contract term is one year, with the ability to extend the contract for up to two additional terms pending satisfactory performance of contract duties.

Q. RFQ Response/Material Ownership

All material submitted regarding this RFQ becomes the property of the Town, unless otherwise noted in the RFQ.

R. Incurring Costs

The Town is not liable for any cost incurred prior to issuance of a legally executed contract.

S. Utilization of Award by Other Agencies

The Town reserves the right to allow other State and local governmental agencies, political subdivisions, and/or school districts to utilize the resulting award under all terms and conditions specified and upon agreement by all parties. Usage by any other entity shall not have a negative impact on the Town of Lyons in the current term or in any future terms.

T. Non-Discrimination:

The offeror shall comply with all applicable state and federal laws, rules and regulations involving nondiscrimination on the basis of race, color, religion, national origin, age or sex.

U. News Releases

Neither the Town, nor the offeror, shall make news releases pertaining to this RFQ prior to execution of the contract without prior written approval of the other party. Written consent on the Town's behalf is provided by the Public Information Office.

V. Taxes

The Town is exempt from all federal excise taxes and all Colorado State and local government sales and use taxes. Where applicable, contractor will be responsible for payment of use taxes.

W. Assignment and Delegation

Neither party to any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party.

X. Availability of Funds

Financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to the Town.

Y. Standard of Conduct

The successful firm/person shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary. The Town may request the successful firm to immediately remove from this assignment any employee found unfit to perform duties due to one or more of the following reasons:

- 1) Neglect of duty.
- 2) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
- 3) Theft, vandalism, immoral conduct or any other criminal action.
- 4) Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment for the Town.
- 5) Harassment of town employees or agents in the course of duties.

Z. Unlawful Employees, Contractors and Subconsultants

Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with an illegal alien to perform work under this Contract or (b) fails to certify to the Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Contract.

AA. Verification Regarding Illegal Aliens

Contractor has confirmed the employment eligibility of all employees newly hired for employment to perform work under this Contract through participation in either the E-verify program administered jointly by the United States Department of Homeland Security and the Social Security Administration or the employment verification program of the Colorado Department of Labor & Employment.

BB. Limitation Regarding E-Verify Program

Contractor shall not use either E-verify or Colorado Department of Labor & Employment program procedures to undertake pre-employment screening of job applicants while performing this Contract.

CC. Duty to Terminate a Subcontract; Exceptions

If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien:

- 1) Notify the subcontractor and the Town within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- 2) Terminate the subcontract with the subcontractor if, within three days of receiving notice that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, the subcontractor does not stop employing or contracting with the illegal alien.

DD. Duty to Comply with State Investigation

Contractor shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to C.R.S. 8-17.5-102 (5).

EE. Damages for Breach of Contract

In addition to any other legal or equitable remedy the Town may be entitled to for a breach of this Contract, if the Town terminates this Contract, in whole or in part, due to Contractor's breach of any provision of this Contract, Contractor shall be liable for actual and consequential damages to the Town.

FF. Other Statutes

1. The signatory hereto avers that he/she is familiar with Colorado Revised Statutes , 18-8-301, et seq. (Bribery and Corrupt Influence) and 18-8-401, et seq. (Abuse of Public Office) as amended, and that no violation such provisions is present.
2. The signatory hereto avers that to his/her knowledge, no Town of Lyons employee has any personal or beneficial interest whatsoever in the service or property described herein. See CRS 24-18-201 and CRS 24-50-507.

IV. SUBMITTAL INFORMATION

Following are the response requirements for this RFQ. All specific response items represent the minimum information to be submitted. Deletions or incomplete responses in terms of content or aberrations in form may, at the Town's discretion, render the submittal non-responsive.

Offerors shall submit in a sealed package:

- Cost and fee submittal information must be submitted in a sealed envelope separated from the qualifications submittal. Price or fees for services will not be used in evaluation for this RFQ. The top scoring firm or person based on the qualification criteria described below, will be given the opportunity to submit a fee for the services required to complete the project. The fees will be evaluated and negotiated with the Town. If the scope or fees submitted are determined to be unacceptable the firm will be given a final opportunity to adjust their proposal. If the fees are still unacceptable, the Town will terminate negotiations and start the fees process with the second top scoring firm, and onward, etc.
- One (1) Original Submittal, identified as "Original"
- One Copy of Submittal on a CD-ROM or external flash drive. Cost and fee submittal information cannot be included in the Copy, *only* in the sealed envelope in the Original Submittal.
- Include both original and public viewing versions, if applicable.

To facilitate the evaluation, offeror shall submit and organize all responses in the same order as listed in Section VI. Submittals that are determined to be at a variance with this requirement may not be accepted. The Town only accepts submittals in hard copy format and does not accept submittals submitted via fax, email, or other electronic means. Late submittals will not be accepted. It is the responsibility of the offeror to ensure that the submittal is received at the Town of Lyons, Town Hall, on or before the submittal opening date and time.

The outside of the package will include the following information:

- Company Name
- RFQ Number
- RFQ Title
- Due Date and Time

V. RESPONSE FORMAT

The following items are to be included in your submittal, in the order listed. Deviation may render your submittal non-responsive.

A. Cover Letter

Include a cover letter introducing your company, summarizing your qualifications, and detailing any exceptions to this RFQ. This letter should also provide principal contact information for this RFQ, including address, telephone number, e-mail, and website (if applicable).

B. Use of Subconsultants/Partners

There may be areas for use of subconsultants or partners in this project. If you are utilizing this approach, your submittal must list the subconsultants/partners, their area(s) of expertise, and include all other applicable information herein requested for each subcontractor/partner. Please keep in mind that the Town will contract solely with your company, therefore subconsultants/partners remain your sole responsibility to follow the same requirements.

C. Minimum Mandatory Qualifications

Include an itemized description of how your company meets each of the minimum mandatory qualifications outlined in the Scope of Work in Exhibit A. Failure to meet or exceed these requirements will disqualify your response.

D. Company Information

- 1) Provide the following information as listed: Company Name, Address, Phone Number, and Name(s) of Principal(s).
- 2) Identify the year in which your company was established and began providing consulting services.
- 3) Describe any pending plans to sell or merge your company.
- 4) Provide a comprehensive listing of all the services you provide.

E. Company and Personnel Qualifications

Describe your business philosophy and identify the individuals who will be involved in the project and their responsibilities. Include a brief description of your / your team's previous experience with similar projects. Provide resume(s) of the key personnel that will be performing the proposed services, including the primary project manager. Changes in the project team may not be made unless conditions beyond the control of Consultant develop, in which case, changes in above personnel may be made only upon advance written approval by Town. The Town reserves the right to request changes in personnel of Consultant working under this Agreement.

Information should include, but is not limited to:

1. Provide the names and resumes of the key personnel that will be performing the proposed services, including the primary project manager.
2. Provide a complete list of all sub-consultants the lead firm will use for the project along with an organizational chart showing relationship of each consultant to the lead firm. Include the amount of time that each is expected to spend on the project.

- a) Provide a short statement for the lead consultant and each sub-consultant noting their expertise in their area of consulting and why they have been selected as part of the project team. It is important to clarify each team member's qualifications and experience in their area of responsibility.
3. Demonstrate the ability, capability and skills necessary to perform the Contract or provide the services required to successfully complete this project.

F. Recent Experience with Similar Projects.

1. List a minimum of two (2) projects of similar nature to this project that the lead consultant and the sub-consultants have had DIRECT involvement within the past five years. Be specific on why the reference project is similar to this project. Include the referenced project name, a brief description, original budget, final cost, if the project was completed on time and a reference name and phone number.
2. Discuss your familiarity with Lyons, Boulder County, and permitting local construction conditions as they pertain to this project.
3. Failure on the part of any Consultant to carry out a previous contract satisfactory shall be deemed sufficient cause for disqualification.
4. Additionally, provide a list of three (3) references/customers that either have or are currently receiving services similar to the scope of services required by the Town under this RFQ (list must include name, address, telephone number, email address and contact person). The Town reserves the right to contact the references provided in your submittal as well as other references without prior notification to you.

G. Approach to Scope of Work

1. Describe any project approaches or ideas that you would apply to this project that you feel would enhance the quality of your services. Provide detailed information about what makes your approach unique and best suited for this project.
2. Describe how the firm will accomplish the work in an effective and timely manner. Include design philosophy, project control, project schedule, an understanding of project scope, awareness of issues, and potential issues/problems that would need to be addressed early in the process to prevent delays.
3. Explain the proposed work plan with a detailed description of the specific tasks as noted in the Scope of Services of this RFQ. Include additional tasks and their purpose as needed to explain completing the work. Include critical path items, milestones and completion dates on the schedule.
4. Describe the methods and timeline of communication your firm will use with the Town's project manager, other involved Town staff, and other interested parties.

H. Project Control

1. Describe how your firm will control costs for projects and meet schedule requirements.
2. Describe what software or methods your company utilizes to establish and track the project timeline/schedule. Identify how the design schedule (internal checks & balances) is monitored to ensure that key milestone dates are met. Indicate if any previous project exceeded the project schedule and if so, explain why and what steps have been taken to ensure it does not occur on the future projects.

I. Proximity to Project Location

1. Identify the primary office that will complete the work and its location with respect to the project site. Describe the firm’s ability to respond to field conditions or issues that may arise during the design or construction.

J. Proposed Scope of Work

1. Provide a detailed scope to complete the project as identified above and amended by your submittal. Include description of work items included that are not specifically identified in the request, but the offeror believes are necessary to complete the scope. Provide a standard rate sheet effective for the course of the project that lists all categories of employees and reimbursable expenses.

K. Proposed Rate

Cost and fee submittal information must be submitted in a sealed envelope separated from the qualifications submittal. Price or fees for services will not be used in evaluation for this RFQ. The top scoring firm or person based on the qualification criteria described below will be given the opportunity to submit a fee for the services required to complete the project. The fees will be evaluated and negotiated with the Town. If the scope or fees submitted are determined to be unacceptable the firm will be given a final opportunity to adjust their proposal. If the fees are still unacceptable, the Town will terminate negotiations and start the fees process with the second top scoring firm, and onward, etc.

L. Required Documents

PROPOSAL ACKNOWLEDGEMENT
CONSULTANT QUALIFICATIONS
CONSULTANT CERTIFICATION OF COMPLIANCE – ILLEGAL ALIENS

VI. EVALUATION AND AWARD

A. Submittal Evaluation

All submittals in response to this RFQ will be evaluated by a committee of the Town, in accordance with the criteria described below. Submittals will be evaluated on the criteria listed below. These criteria will be the basis for review of the written submittals and determine the short-list of consultants for interviews (if required). Total scores will be tabulated, and the consultant with the submittal that is deemed to be the most advantageous to the Town will be selected. The Town will announce the selection according to the Schedule of Events. The Town will then conduct the Post Notification Negotiation Meeting. The Town will negotiate the fees and contract with the #1 selected offeror. Should negotiations not be successful with the #1 selected firm, the Town will terminate negotiations and move on to the #2 scoring offeror and conduct negotiations, and so on, at the Town's discretion. An award is expected at the next available Board of Trustees meeting, typically the first and third Mondays of the month. Please see the Schedule of Events located in the Introduction of this RFQ for specific, expected dates.

If the Town requests presentations by short-listed offerors, committee members may revise their initial scores based upon additional information and clarification received in this phase. In preparing responses, offerors should describe in great detail how they propose to meet the specifications as detailed in the previous sections. Specific factors will be applied to submittal information to assist the Town in selecting the most qualified offeror for this contract. Evaluation criteria that will be used are as follows, listed in order of relative importance:

1. Evaluation Criterion #1 - Company and Personnel Qualifications (20%)
 - Qualifications and abilities of professional personnel
 - Experience on similar projects as a team
 - Commitment of key members to project
 - Firm's size, organizational structure and flexibility
 - Firms technical disciplines and capabilities of sub-consultants on team
2. Evaluation Criterion #2 - Recent Experience with Similar Projects (20%)
 - Firm's recent, relevant project history
 - Demonstrated ability to control costs
 - Demonstrated ability to meet schedule
 - Demonstrated ability to do quality work
3. Evaluation Criterion #3 - Approach to Scope of Work (20%)
 - Firm's demonstrated clear understanding of the project
 - Has the firm formulated a successful approach to the project?
 - Where appropriate, are possible alternative approaches suggested?
 - Where appropriate, has the firm exhibited sensitivity to public concerns?
4. Evaluation Criterion #4 - Project Control (20%)
 - Cost Control
 - Scheduling Method
 - Quality Control
5. Evaluation Criterion #5 - Proximity to Project Location (5%)

- Ability to respond to field conditions
- Team's work location relative to the project location

6. Evaluation Criterion #6 – Proposed Scope (15%)

- Does the Scope of Work align with the Listed Scope
- Has the consultant identified innovative alternatives or well thought out additions to the scope

A presentation and/or demonstration may be requested by short-listed offerors prior to award. A presentation/demonstration may not be required, and therefore, complete information should be submitted with your submittal.

B. Determination of Responsibility of the Offeror

The Town awards contracts to responsible and responsive consultants only. The Town reserves the right to make its offeror responsibility determination at any time in this RFQ process and may not make a responsibility determination for every offeror. A "Responsible offeror" is defined by this submittal as one who has "the capability in all respects to perform fully the contract requirements, presents, perseverance, experience, integrity, reliability, capabilities, facilities, equipment, and credit which will assure good faith performance." The Town reserves the right to request information as it deems necessary to determine an offeror's responsibility. If the offeror fails to supply the requested information, the Town shall base the determination of responsibility upon any available information or may find the offeror non-responsible if such failure is unreasonable.

EXHIBIT A – SCOPE OF WORK

Contract Town Engineer

I. DEFINITION & MINIMUM REQUIREMENTS

Contract Town Engineer (“Engineer”): Professional Engineering Services will be provided by a qualified and registered Professional Engineer (P.E.) and/or firm licensed within the State of Colorado, to accomplish the scope of work as defined in the following outline and as determined by the Town of Lyons. The Engineer will have a minimum of 5 years experience operating in the capacity of a Town Engineer and will perform professional engineering and engineering-related consulting services within the Town of Lyons and the Town's projected growth area, as directed by the Town,

Unless otherwise agreed to in writing between the parties, Engineer’s duties do not include supervising the Client's contractors or commenting on, overseeing, or providing the means and methods of their work, including job site safety. Engineer will not be responsible for the failure of the Client's contractors to perform in accordance with their undertakings, and the providing of services by Engineer shall not relieve others of their responsibility to the Client or to others.

If required as part of the services, Engineer may assist the Client in applying for and obtaining permits and approvals from governmental units with jurisdiction over the project or matter handled by Engineer. However, Engineer cannot be responsible for any failure to issue, delay caused by any governmental units, or conditions imposed by such governmental units.

Applicable Laws and Codes: Engineer and those persons acting on behalf of Engineer in the performance of the services shall review and become familiar with those provisions of local laws applicable to the services, including Titles 1, 6, 7, 8, 9, and 10 of the Town Code for the Town of Lyons (the Lyons Municipal Code) as it may be amended from time to time and the Manual of Design Criteria and Standard Specifications for the Construction of Public Improvements as adopted and amended from time to time by the Town of Lyons Board of Trustees. The Client will provide at least one copy of the applicable local laws referenced in this paragraph 1.6 to Engineer and will provide updates as such laws within a reasonable time following any amendment by the Client.

II. DUTIES

It is the intent of the Town to solicit Qualification-based proposals from Respondents that have expertise in the provision of Consulting Professional Town Engineering Services. Firms and/or persons responding to this RFQ shall be able to demonstrate that they will have the continuing capabilities to perform these services.

The awardee for **Contract Town Engineer** shall be a representative of the Town and shall work closely with, and under the direction of, the Town Representative(s) to achieve the scope of work as outlined below. The Town Administrator or such other person designated by the Town Administrator, will be the person to act as the Town's representative with respect to the services. The Town's representative or designee shall have complete authority to transmit instructions, receive information, interpret and define the Town's policies and decisions with respect to the services. Such representative or designee shall not have authority to amend, waive, alter, or revise and term or condition of this Agreement.

The respondent is requested to provide a detailed proposal based on the following Scope of Services.

III. SPECIFIC SCOPE OF SERVICES

As directed by the Town, the selected engineer or firm shall perform professional engineering and engineering-related consulting services within the Town of Lyons and the Town's projected growth area including studies, investigations, evaluations, consultations, comprehensive planning, program management, conceptual designs, plans and specifications, value engineering, construction phase services, and other related services that logically or justifiably require performance by registered engineers or their employees; review and comment upon public infrastructure and public improvements, development proposals, and development applications submitted to the Town by landowners and builders; assist in development/amendment of long range plans; develop or assist in the development of strategies and plans related to physical infrastructure, capital improvement, and other goals of the community; provide recommendations concerning revision or amendment of current ordinances and regulations and where requested, provide the text of revisions or amendments; perform other services as agreed by the Client and the Engineer. Minimal construction observation. Field visits as needed.

General: Use the Lyons Manual of Design Criteria and Standard Specifications for the Construction of Public Improvements, CDOT Construction Manual, CDOT Standard Specifications, and any other applicable manuals, codes and standards, including commonly recognized standards and practices employed by professional engineers within the Denver metropolitan area, to provide technical and engineering guidance for Capital Improvement Projects, Parks and Public Works projects, Utility Projects and Flood Recovery projects as requested.

Nothing in this Agreement is intended to limit or prevent the parties from entering into other or additional agreements for the performance of specific engineering services for the Client such as the creation of design documentation for public improvements and, in such event, the provisions of this Agreement shall not govern or apply.

The awardee for **Contract Town Engineer** will perform the following specific functions:

1. Administration and Management
 - a. Provide administrative and management functions to ensure the success of the Project.
 - b. Coordinate organization and lines of authority.
 - c. Attend progress meetings as necessary with all relevant parties.
 - d. Make recommendations to Project Team and Town
 - e. Review and coordinate responses to Requests for Information (RFI) and ensure that any request for information is resolved in a timely manner
 - f. Review and coordinate responses on shop drawings and submittals. Confirm that no substitutions are proposed through the submittal process.
 - g. Monitor Construction Schedule for proper construction sequence and project schedule
 - h. Assist with the coordination of the work with all applicable agencies and utilities.
 - i. Prepare replies to engineering-associated issues, including plan clarifications and requests for information.
 - j. Monitor and advise on the project budgets.
 - k. Provide public awareness memos for the project status and upcoming activities and provide to the Town for distribution.
 - l. Address the public in a professional manner and respond to questions in a reasonable manner without disrupting work requirements, including referral to Town Staff as needed.

2. Project Files
 - a. Maintain accurate, up-to-date, accessible and thorough records of all documentation and correspondence associated with relevant Town projects.
3. Progress Meetings
 - a. Attend progress and coordination meetings as requested.
 - b. Attend Board of Trustee meetings and/or Commission meetings as requested.
4. Field Inspections
 - a. Review installation and construction activities periodically.
 - b. Verify Work is in compliance with the Contract Documents.
 - c. Cooperate with inspection personnel from relevant Agencies.
 - d. Provide inspections as necessary.
 - e. Spot check the quality control measurements for accuracy.
 - f. Verify compliance by each Construction Contractor, check installation, placement and removal processes.
 - g. Check layout of structures.
 - h. Prepare and present reports as requested by the Town.
5. Cost Control
 - a. Verify percentages of civil work complete as claimed for payment.
 - b. Recommend approval, amendment or rejections of invoices.
 - c. Consult with the Project manager with regards to the issuance of Change Orders.
 - d. Take all field measurements if necessary for payment purposes.
6. Change Orders
 - a. Follow the Town's procedure for all Change Orders.
7. Quality Assurance and Quality Control (QA/QC)
 - a. Review and approve Construction Contractor's QA/QC plans and testing labs
 - b. Witness testing.
 - c. Maintain QA/QC documentation and records.
 - d. Signing-off concurrence on all Change Orders.
 - e. Confirm when public improvements are complete and acceptable.
8. Project Reports
 - a. Prepare reports on progress of projects as requested including recommendations for additional work.
9. Substantial Completion
 - a. Perform and/or verify that all work, documents, testing, approvals, manuals, design sets, as-builts, submissions, training, materials, and/or actions necessary for the Town to approve work as substantially complete have been properly prepared, obtained, performed, processed, submitted and/or completed.

- b. Assist in the acquisition of all required approvals and permit sign-offs, as directed.

Hours are variable, depending on need. There are **no** reimbursable expenses, including but not limited to vehicle mileage, printing and photocopying, long distance telephone, postage and delivery, lodging and meals. Contractor must supply his or her own personal equipment and software.