

REQUEST for QUALIFICATIONS (RFQ)
for
PROFESSIONAL LAND SURVEYING SERVICES



EASTERN WEST VIRGINIA REGIONAL AIRPORT AUTHORITY

170 AVIATION WAY, SUITE 105

MARTINSBURG, WV 25405

T: (304) 263-2106 F: (304) 267-6350

www.FlyMRB.com

RFQ No. 2018-002

February 2018

SYNOPSIS

The Eastern West Virginia Regional Airport Authority (“EWVRAA”) is requesting statements of qualifications, from Professional Land Surveyors, licensed in the State of West Virginia, pursuant to W.Va. 30-13A-1 et seq. to perform land surveying services on an as-needed or project basis. Specific services shall be on-call and shall include all duties typically expected of a Professional Land Surveyor or surveying firm.

The selected respondent will be required to enter into a 2-year contractual agreement with the EWVRAA, inclusive of insurance and indemnification requirements with the EWVRAA in accordance with the Professional Services Agreement (Attachment A). Any objections or exceptions to the consultant contract (Attachment A) must be listed in the submitted response to this RFQ.

SCOPE OF SERVICES

The services to be performed by the surveyor or surveying firm, may include, but are not limited to:

- Prepare legal descriptions, plats and maps for subdividing property
- Perform boundary line adjustments
- Perform monument perpetuation/preservation in areas that will be impacted by EWVRAA projects
- Includes site investigation for existing monumentation, with a report provided to the EWVRAA with recommendations
- May include pre- and post-construction corner records
- Replace lost or obliterated property corners
- Set boundary markers or property corners, also known as monuments
- Retrace boundaries for fences and other purposes
- Locate, relocate, establish, reestablish, or retrace any property line or boundary of any parcel of land, right-of-way, easement, or alignment of those lines or boundaries
- Prepare legal descriptions and information shown with the description of any deed or other title document
- Prepare Record of Surveys suitable for filing with Berkeley County, West Virginia
- Review maps and/or surveys such as Parcel Maps, Final Maps, or Tentative Maps
- Stake the location of fixed engineering works for construction purposes
- Investigate boundary discrepancies
- Locate, relocate, establish, reestablish, or retrace the alignment or elevation for any of the fixed works embraced within the practice of civil engineering
- Establishment and/or verification of horizontal and vertical control
- Location and as-built surveys
- Record plat and easement plat preparation
- Construction layout and cut sheet preparation
- Preparation of Plats of Revision for easements
- Plan and profile surveys
- Legal boundary surveys
- Legal descriptions of property boundaries, right-of-way or easements (existing or acquired)
- Provide compiled rights-of-way and boundaries within the project area based on existing record mapping and Official Records.
- Title reports and associated documents that are being provided by the owner
- Miscellaneous surveying services as required by the EWVRAA

DISCLAIMER:

The EWVRAA is not responsible for costs associated with the preparation of responses; there is no express or implied obligation for the EWVRAA to reimburse Consultant for any expenses incurred in preparing or submitting a statement of qualifications. The EWVRAA reserves the right to reject any and all RFQ responses submitted.

This Request for Qualifications shall not be construed to create an obligation on the part of the EWVRAA to enter into a contract with any firm. This request is a solicitation of information only. This RFQ is not intended, nor is it to be construed as, a request for formal bids pursuant to any statute, policy or regulation. The EWVRAA reserves the right to reject any and all submissions or to accept the response that, in the judgment of the EWVRAA, is in its best interest.

All data, documents and other products submitted in response to this RFQ remain the property of the EWVRAA. EWVRAA reserves the right to retain all documents and to use any idea(s) in a statement of qualifications submission regardless of whether the firm supplying it is selected. Submission of a statement of qualifications indicates acceptance by the Consultant of the conditions contained in this RFQ and the appendices hereto, unless clearly and specifically noted in the submission and confirmed in the contract between the EWVRAA and the selected Consultant. Materials submitted by Consultant are subject to public inspection under the West Virginia Open Governmental Proceedings Act and the West Virginia Freedom of Information Act, unless exempt.

INSURANCE:

The Surveyor shall provide and maintain insurance coverage for claims under Workers Compensation Acts; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of employees or of any other person; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom. The Surveyor's response shall state the coverages and limits of liability of professional liability insurance that will be maintained for protection from claims arising out of the performance of professional services. The employer's liability insurance shall include protection for deliberate intent claims provided for W.Va. Code §23-4-2 (d)(2)(ii). Certificates of Insurance evidencing the above coverages shall be made available upon request by the EWVRAA.

SELECTION PROCESS / CRITERIA:

Qualifications will be evaluated by an appointed selection committee of the authority who will make a recommendation to the full EWVRAA Board of Directors for final approval. During the evaluation process, the EWVRAA reserves the right, where it may serve in the best interest of the EWVRAA, to request additional information or clarifications from submitting firms, or to allow corrections of errors and omissions. Firms submitting may be requested to interview or make oral presentations as part of the evaluation process.

Failure to meet the requirements of this RFQ will be cause for rejection of proposals and omission from the selection process. The proceedings of the selection committee are confidential. Members of the Selection Committee are not to be contacted by the consultants. The proposals will be evaluated based on the Consultant Proposal Rating Form (Attachment B)

SUBMISSION REQUIREMENTS / CONTENT:

Five (5) bound (can be stapled) copies of the firm qualifications must be submitted for consideration.

To standardize responses and simplify the comparison and evaluation, all statements must be organized in the manner set forth below, separated into sections, and appropriately labeled. All information and materials requested shall be provided and length shall be limited to a **maximum of 20 single-sided pages**.

Section 1: COVER LETTER (page 1, maximum 2 pages): Provide a statement of 500 words or less describing why your firm would be the EWVRAA's best choice to provide the requested professional services. The letter should state the firm's interest and include pertinent information for the firm's contact person. The cover letter must be signed by an individual authorized to negotiate on behalf of the Consultant's firm.

Section 2: GENERAL FIRM PROFILE / QUALIFICATIONS (maximum 2 pages)
A general description of the firm is required. Describe the services provided by the firm, the location of main and branch offices, and the number of years the firm has provided services similar to those requested by this RFQ. Provide the names of key personnel including Professional Land Surveyors, with a brief summary of the areas of their expertise. Any change in key personnel will require EWVRAA approval. All services shall be performed by qualified personnel under the supervision of a professional licensed or otherwise qualified by the State of West Virginia to practice land surveying.

Section 3: AVAILABLE RESOURCES TO PERFORM THE WORK (maximum 2 pages)
The respondent should describe the firm's current workload and its ability to complete these services in a timely manner. Are resources currently available to perform the work? Please list other ongoing projects and describe the firm's internal measures that will ensure timely completion. Provide an estimate of how long it will take to complete the work and provide a finished product.

Section 4: RATES & CHARGES (maximum 2 pages)
The response shall also state the hourly rates for services, including rates for Lead/Key personnel and each involved member of the Respondent firm, as well as any additional fees or charges for related services. Provide a cost breakdown of work per hour (e.g., hourly rate of labor, materials, and equipment) or per task. The cost rates shall be fixed for the duration of the agreement. The Surveyor may also wish to attach lump sum fee information. The cost of the land survey (including the furnishing of all materials, surveying equipment and computers, labor and any required insurance) shall be based upon a stipulated sum for all services, with adjustments to the stipulated sum being computed in accordance with the Surveyor's attached rate schedule if changes in the work are authorized.

Section 5: RATE CHANGES OVER TIME (maximum 2 pages)
The proposal shall identify the timing and amount of any periodic adjustment to the hourly rates, fees and/or charges, and shall state any annual cap on billing for services required by the EWVRAA.

Section 6: REFERENCES (maximum 3 page)
The statement of qualifications shall include a minimum of three (3) references showing the provision of similar and successfully completed services.

Section 7: SUPPLEMENTAL INFORMATION (maximum 8 pages)
Firms are encouraged to submit any additional information that may be considered by the EWVRAA selection committee.

RESPONSE DEADLINE:

To be considered, submission must be received by **EWVRAA no later than 3:00 P.M., (Eastern Time) on Thursday, March 15, 2018**. Submission is to be sealed and clearly marked “**PROFESSIONAL LAND SURVEYING SERVICES**” and sent to:

Mr. Neil Doran, C.M., A.C.E., Executive Director / Airport Manager
Eastern WV Regional Airport Authority
170 Aviation Way, Suite 105, Martinsburg, WV 25405
T: (304) 263-2106 ; E: ndoran@flymrb.com

ANTICIPATED CONSULTANT SELECTION SCHEDULE:

- RFQ responses / submissions due March 15, 2018
- Invitations to Interview March 27, 2018
- Top Rated Consultant Interviews April 9, 2018
- Recommendation to award contract April 23, 2018

INQUIRIES

All inquiries shall be directed to Neil Doran, C.M., A.C.E., Executive Director / Airport Manager at (304) 263-2106, ext. 2 or ndoran@flymrb.com

A copy of this RFQ2018-002 may be requested via email at ndoran@flymrb.com or accessed on the EWVRAA website at <http://FlyMRB.com/?q=site-page/procurement>

ATTACHMENTS

Attachment A - Professional Services Agreement
Attachment B - Consultant Proposal Rating Form

Attachment A
EASTERN WEST VIRGINIA REGIONAL AIRPORT AUTHORITY
PROFESSIONAL SERVICES AGREEMENT
PROJECT: Professional Surveying Services

THIS AGREEMENT, dated _____, 2018, for identification purposes, is made and entered into by and between the EASTERN WEST VIRGINIA REGIONAL AIRPORT AUTHORITY, hereinafter designated as "E WVRAA", and _____, hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. SCOPE OF WORK. The project is more particularly described as follows:

[insert a brief description of the work to be done].

2. INDEPENDENT CONTRACTOR. CONSULTANT'S relationship to the E WVRAA shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the E WVRAA as an agent, or to bind the E WVRAA to any obligation whatsoever, unless specifically authorized in writing by the E WVRAA Chairman, Airport Director or other authorized designee. The CONSULTANT shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the E WVRAA Chairman, Airport Director or other authorized designee.

CONSULTANT shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement, including the training of each employee regarding the rights and responsibilities of an employer and employee for any potential discrimination or harassment claim under state or federal law. CONSULTANT shall report to the E WVRAA any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the E WVRAA.

3. WORKERS' COMPENSATION. Pursuant W.Va. Code 23-2C-15 the CONSULTANT hereby certifies that Consultant has Workers Compensation Coverage in accordance with West Virginia Law and shall provide the certificate of insurance providing the same. The Consultant will also have Employer's Liability Insurance for claim arising under W.Va. Code 23-4-2d(2)(ii) (Deliberate Intent).

4. LIABILITY INSURANCE.

4.1. CONSULTANT shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

4.2 CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance (bodily injury and property damage)

Combined Single Limit Per Occurrence \$ 1,000,000

General Aggregate \$ 2,000,000*

Professional Liability Insurance 1,000,000.00 with an aggregate limit of 2 million.
Automobile Liability Insurance \$ 1,000,000

Workers Compensation Insurance per West Virginia Law

The employer's liability insurance shall include protection for deliberate intent claims provided for W.Va. Code §23-4-2 (d)(2)(ii).

4.3 If coverage is provided through a Commercial General Liability Insurance policy and a Professional Liability Insurance Policy a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the EWVRAA may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the EWVRAA'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.

4.4 All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the EWVRAA as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the EWVRAA as additional insured shall be primary insurance and other insurance maintained by the EWVRAA, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section. If the professional liability insurer will not add EWVRAA as additional insured then EWVRAA must be notified in writing.

4.5 All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of West Virginia to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.

4.6 CONSULTANT shall provide thirty (30) days written notice to the EWVRAA should any policy required by this Agreement be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

4.7 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing, at minimum, a Certificate of Insurance and applicable endorsements, in a form satisfactory to the EWVRAA Attorney, concurrently with the submittal of this Agreement.

4.8 CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.

4.9 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.

5. PROFESSIONAL ERRORS AND OMISSIONS INSURANCE. Throughout the duration of this Agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of One Million Dollars (\$1,000,000.00). CONSULTANT shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

6. CONSULTANT'S INDEMNIFICATION OF EWVRAA. To the greatest extent allowed by law, CONSULTANT shall indemnify and hold harmless the EWVRAA and its officers, agents and employees against all claims for damages to persons or property arising out of CONSULTANT'S work, including the negligent acts, errors or omissions or wrongful acts or conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the EWVRAA, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the EWVRAA, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the EWVRAA, defend any such suit or action brought against the EWVRAA, its officers, agents, or employees founded upon, resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

CONSULTANT'S indemnification of EWVRAA shall not be limited by any prior or subsequent declaration by the CONSULTANT.

7. OWNERSHIP OF DOCUMENTS. All plans and specifications, including details, computations and other documents, prepared or provided by the CONSULTANT under this Agreement shall be the property of the EWVRAA. The EWVRAA agrees to hold the CONSULTANT free and harmless from any claim arising from any use, other than the purpose intended, of the plans and specifications and all preliminary sketches, schematics, preliminary plans, architectural perspective renderings, working drawings, including details, computation and other documents, prepared or provided by the CONSULTANT. CONSULTANT may retain a copy of all material produced under this Agreement for the purpose of documenting CONSULTANT'S participation in this project.

8. COMPENSATION. CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$ _____. No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the EWVRAA Chairman, Airport Director or other Authorized Designee. CONSULTANT shall obtain approval by the EWVRAA Chairman, Airport Director or other Authorized Designee prior to performing any work that results in incidental expenses to EWVRAA.

9. TIMING REQUIREMENTS. Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the EWVRAA Chairman, Airport Director or other Authorized Designee within _____ [number of working or calendar days]

[project manager may insert a phased timing requirement instead of time certain, if desired].

10. ENTIRE AGREEMENT. This Agreement comprises the entire integrated understanding between EWVRAA and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.

11. INTERPRETATION OF THE AGREEMENT. The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of West Virginia. The Agreement does not limit any other rights or remedies available to the EWVRAA. The CONSULTANT shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

12. AGREEMENT MODIFICATION. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

13. TERMINATION OF AGREEMENT. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. If any portion of the work is terminated or abandoned by the EWVRAA, then the EWVRAA shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement. The EWVRAA shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.

14. SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the EWVRAA.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates set forth below.

[NAME OF CONSULTANT]

By:

Name /Title

Date:

EASTERN WEST VIRGINIA REGIONAL AIRPORT AUTHORITY

By:

Name /Title

Date:

By: APPROVED AS TO FORM:

Name/Title

Date:

EWVRAA Attorney

LEGAL ADVERTISEMENT
CLASS II
REQUEST FOR QUALIFICATIONS

The Eastern West Virginia Regional Airport Authority seeks Statements of Qualifications from Professional Land Surveyors, licensed in the State of West Virginia, to perform land surveying services on an as-needed or project basis. Specific services shall be on-call and shall include all duties typically expected of a Professional Land Surveyor or surveying firm. The successful respondent may be required to enter into a 2-year contractual agreement with the EWVRAA, inclusive of insurance and indemnification requirements with the EWVRAA in accordance with a Professional Services Agreement.

The EWVRAA reserves the right to reject any and all RFQ responses submitted. Qualifications will be evaluated by an appointed committee of the authority who will make a recommendation to the full EWVRAA Board of Directors for final approval.

Submission Requirements: Five (5) bound (can be stapled) copies of the firm's qualifications shall be submitted in a sealed envelope marked "PROFESSIONAL LAND SURVEYING SERVICES".

Responses will be received until 3:00 P.M. Local Time, March 15, 2018 at 170 Aviation Way, Suite 105, Martinsburg, West Virginia 25405.

Questions may be directed to Neil Doran, Airport Manager, 304-263-2106 or ndoran@flymrb.com.

A full copy of this RFQ2018-002 is available on the EWVRAA website at <http://FlyMRB.com/?q=site-page/procurement>

(Ads will appear in the Martinsburg Journal and Hagerstown Herald-Mail once during the week of 02/12 - 02/16/2018 and a second time during the week of 02/19 - 02/23/2018)