



**PROVINCETOWN AIRPORT COMMISSION
PROVINCETOWN MUNICIPAL AIRPORT (PVC)**

**176 RACE POINT ROAD
PROVINCETOWN, MASSACHUSETTS 02657**

REQUEST FOR QUALIFICATIONS (RFQ)

January 30, 2023

The Provincetown Municipal Airport Commission (Commission) / Town of Provincetown is seeking to engage a qualified consulting engineering firm (or firms) to perform airport planning, design, environmental and construction engineering services for all phases of development and improvements. This agreement will cover the initial period from **March 1, 2023 to December 31, 2026** with two (2) optional one-year extensions; i.e., **Year 1 from January 1, 2027 to December 31, 2027** and **Year 2 from January 1, 2028 to December 31, 2028**.

Pursuant to FAA guidelines for consultant selection, the Commission is requesting a response for two (2) separate solicitations. These separate solicitations are for:

- (1) Planning, and
- (2) Engineering

Interested candidates can choose to submit a separate response for one or the other, or combine their response into one document if they choose to submit for both solicitations (the consultant's cover letter and proposal should make it clear what their submission represents).

Firms having expertise in airport planning, permitting process, design, construction supervision, and/or environmental regulations are invited to submit qualifications to:

**Town Manager Alex Morse
Town Manager's Office
260 Commercial Street
Provincetown, MA 02657**

Qualification packets must be submitted no later than **5:00 P.M. Thursday, February 16, 2023**

Questions related to this RFQ may be submitted by email to:
Elisabeth Verde at
everde@provincetown-ma.gov

SUBMITTALS SHOULD CONTAIN THE FOLLOWING INFORMATION:

1. Name of firm, description, size and Universal Entity Identifier number.
2. Location of home office and office or offices from which the Provincetown Airport work would be done.
3. Resume of personnel within your firm that would be doing the Provincetown work, including special qualifications and registrations required by various projects.
4. Qualifications and previous experience in airport development. Please note date, locations, contacts and telephone numbers for projects included in submittal.
5. Capacity to meet deadlines and schedules.
6. Experience and expertise in preparing and managing FAA and MassDOT Grant Programs, including but not limited to AIG, AATF, CARES Act, and others.
7. Experience and expertise with working on federal property or with the National Park Service (NPS) on environmental, permitting and construction matters.
8. Any expertise dealing with environmental issues involving governmental agencies, commissions or groups.
9. Certification statement that the firm is licensed to do work in the Commonwealth of Massachusetts.
10. Capability to incorporate and blend aesthetic and architectural concepts with the project design while accomplishing the basic requirements that transportation facilities be functional, safe, and efficient.
11. Any expertise in dealing with Security Enhancements on and or off Airports.
12. Description of your management plan for this work or description of how you have done work that is similar in size and scope.
13. Statement regarding the use of Disadvantaged Business Enterprises (DBE) and the firms Equal Opportunity Employment Program.
14. Provide any additional information which may be pertinent regarding your firm.

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The Commission may implement the following proposed projects in no particular order, or any other projects that materialize during the selection period subject to the availability of funding.

Planning Projects in the five-year period may include, but are not limited to, the following:

- Airport Master Plan Update
- Permitting for Runway 7-25 Reconstruction
- EA, DRI, and Permitting for New Terminal Building
- EA, DRI, and Permitting for Parking Lot Expansion
- Permitting for 10,000-Gallon Above-Ground Fuel Tank(s)
- Erosion and Flooding Control Measures
- Reconfiguring Runway/Taxiway Safety Areas
- Electric Charging Facilities for Vehicles and Aircraft
- Airport Security Enhancements
- Permitting and National Park Service Coordination for RWY 25 Obstruction Removal
- Permitting for Other Terminal Area Improvements as needed
- Other Planning and Permitting Projects that May Be Required During the Contract Period

Engineering Projects in the five-year period may include, but are not limited to, the following:

- Snow Removal Equipment Building
- 10,000-Gallon Above Ground Fuel Tank
- RWY 25 Obstruction Removal
- RWY 7-25 Reconstruction
- New Terminal Building and Phase II Parking Lot Expansion
- Electric Charging Facilities for Vehicles and Aircraft
- Erosion and Flooding Control Measures
- Other Development Projects that May Be Needed During the Selection Term

Qualifications must be no longer than 25 numbered pages using a 12 point font and standard margins sent via download link.

The Provincetown Airport Commission has established a 5.86% DBE goal for all projects. DBEs are encouraged to submit their qualifications for this RFQ.

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Based on the Commission's review of the data submitted, interviews may be scheduled, but will not be required for the Commission to make a final selection.

Consideration for selection shall be based on but not limited to qualifications, experience in airport planning, proposed staffing, design/construction ability, environmental ability and knowledge and experience of MassDOT/Aeronautics Division and FAA requirements.

The Airport Commission will award a contract to the most advantageous proposal, taking into consideration the expertise and experience of each firm. Upon selection of the most advantageous proposal, the Airport Commission shall negotiate a fee for specific engineering services as the need arises. The Airport Commission reserves the right to reject any and all proposals and to award the contract to the engineering firm the Airport Commission deems, in its sole discretion, to be in the best interests of the Town

The Town's standard form engineering agreement which the successful engineering firm will be required to sign, is attached to this RFP. The Airport Commission reserves the right to negotiate the terms of the contract upon request of the successful engineering firm.

Any Consultant listed under any debarment/suspension list shall not be allowed to conduct business with the Town of Provincetown/Town of Provincetown Airport Commission (acting through the Provincetown Municipal Airport Commission).

Final selection by the Commission will be subject to the concurrence of the Federal Aviation Administration (FAA) and the MassDOT Aeronautics Division.

Respectfully Submitted

Brian Orter

Chair
Provincetown Airport Commission
Provincetown Municipal Airport
P. O. Box 657
176 Race Point Road
Provincetown, Ma. 02657

OWNER-ENGINEER AGREEMENT

THIS AGREEMENT made this ____ day of _____ in the year Two Thousand and _____, between _____, with a usual place of business at _____, hereinafter called the ENGINEER, and the _____, acting by its _____, with a usual place of business at _____, hereinafter called the OWNER.

The ENGINEER and the OWNER, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The Engineer shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as _____ (the Project), in accordance with the Scope of Services set forth in Attachment A.

2. Contract Price

The Owner shall pay the Engineer for the performance of this Agreement, subject to any additions and deductions provided for herein, in current funds, the not to exceed sum of _____ Dollars (\$ _____). Said sum does not include payment for _____ phase services, which shall be compensated according to the schedule set forth in Attachment B. (strike out second sentence if not applicable)

3. Commencement and Completion of Work

- A. It is agreed that time is of the essence of this Agreement. The Engineer shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work on or before _____, 200__.
- B. Time as Essential Condition: It is understood and agreed that the commencement of and completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Agreement wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Agreement any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- C. Progress and Completion: Engineer shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure completion within the stipulated number of calendar days.

4. Performance of the Work

A. Direction of the Work: The Engineer shall supervise and direct the Work, using his best skills and attention, which shall not be less than such state of skill and attention generally rendered by the engineering/design profession for projects similar to the Project in scope, difficulty and location. The Engineer shall be solely responsible for coordinating all portions of the Work under the Agreement.

B. Responsibility for the Work:

- (1) The Engineer shall be responsible to the Owner for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Engineer. Consistent with the standard of care referenced in paragraph A. above, the Engineer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, estimates and other work or services furnished by him or his consultants and subcontractors. The Engineer shall perform his work under this Agreement in such a competent and professional manner that detail checking and reviewing by the Owner shall not be necessary.
- (2) The Engineer shall not employ additional consultants not named in his proposal to the Owner, nor sublet, assign or transfer any part of his services or obligations under this Agreement without the prior approval and written consent of the Owner. Such written consent shall not in any way relieve the Engineer from his responsibility for the professional and technical accuracy and coordination of all data, designs, drawings, specifications, estimates and other work or services furnished under this Agreement.
- (3) All consultants must be registered and licensed in their respective disciplines if registration and licensure are required under the applicable provisions of Massachusetts law.
- (4) The Engineer and all consultants and subcontractors shall conform their work and services to any guidelines, standards and regulations of any governmental authority applicable to the type of work or services covered by this Agreement, including those of the Massachusetts Highway Department and the Department of Environmental Protection.
- (5) The Engineer shall not be relieved from his obligations to perform the Work in accordance with the requirements of this Agreement either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Engineer.

- (6) Neither the Owner's review, approval or acceptance of, nor payment for any of the work or services performed shall be construed to operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.

C. Deliverables, Ownership of Documents: One (1) reproducible copy of all drawings, plans, specifications and other documents prepared by the Engineer shall become the property of the Owner upon payment in full therefor to the Engineer. Ownership of stamped drawings and specifications shall not include the Engineer's certification or stamp. Any re-use of such documents without the Engineer's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the Engineer or to the Engineer's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as an act in derogation of the Engineer's rights under this Agreement.

D. Notices, Compliance with Laws:

- (1) The Engineer shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority relating to the performance of the Work. The Engineer shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid.
- (2) If the Engineer observes that any of the Owner's design schemes, outlines or goals are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.
- (3) In the performance of the Work, the Engineer shall comply with all applicable federal, state and local laws and regulations, including those relating to workplace and employee safety.

5. Site Information Not Guaranteed; Engineer's Investigation

Upon request of the Engineer, the Owner shall furnish to the Engineer available surveys, data and documents, if any, relating to the area which is the subject of the Scope of Work. All such information, including that relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from sources at present available to the Owner. All such information is furnished only for the information and convenience of the Engineer and is not guaranteed. It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures will be the same as those indicated in the information furnished, and the Engineer must satisfy himself as to the correctness of such information. If, in the opinion of the Engineer, such information is

inadequate, the Engineer may request the Owner's approval to verify such information through the use of consultants or additional exploration. In no case shall the Engineer commence such work without the Owner's prior written consent. Such work shall be compensated as agreed upon by Owner and Engineer.

6. Payments to the Engineer

- A. The Owner shall make payment to the Engineer, monthly, upon approval of the Engineer's requisitions therefor. All requisitions shall be in the same proportionate amount of the Contract Price as the proportion of the work completed to the total scope of work.
- B. If there is a material change in the scope of work, the Owner and the Engineer shall mutually agree to an adjustment in the Contract Price.
- C. If the Owner authorizes the Engineer to perform additional services, the Engineer shall be compensated in an amount mutually agreed upon, in advance, in writing. Except in the case of an emergency, the Engineer shall not perform any additional services until such compensation has been so established.

7. Reimbursement

Except as otherwise included in the Contract Price or otherwise provided for under this Agreement, the Engineer shall be reimbursed by the Owner: (a) at 1.1 times the actual cost to the Engineer of consultants retained to obtain information pursuant to Article 5 hereof or otherwise. No such reimbursement shall be made unless the rates of compensation have been approved, in advance, by the Owner; (b) at 1.1 times the actual cost of additional or specially authorized expense items, as approved by the Owner.

8. Final Payment, Effect

The acceptance of final payment by the Engineer shall constitute a waiver of all claims by the Engineer arising under the Agreement.

9. Terms Required by Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

10. Indemnification

- A. General Liability: The Engineer shall indemnify and hold harmless the Owner from and against any and all claims, damages, losses, and expenses, including attorney's fees, to the extent arising out of the performance of this Agreement and to the extent the same relate to matters of general commercial liability, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent acts or omissions of the Engineer or his employees, agents, subcontractors or representatives.

- B. Professional Liability: The Engineer shall indemnify and hold harmless the Owner from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent acts, negligent errors or omissions of the Engineer or his employees, agents, subcontractors or representatives.
- C. No Limitation of Rights: The indemnification obligation of Engineer under this paragraph 10 is in addition to, and not in limitation of, any other rights and remedies available to the Owner under this Agreement, at law or in equity.

11. Insurance

- A. The Engineer shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of \$1,000,000.00.
- B. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the Owner. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after completion.

Since this insurance is normally written on a year-to-year basis, the Engineer shall notify the Owner should coverage become unavailable.

- C. The Engineer shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of the Agreement.
- D. The Engineer shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the Owner.
- E. The Engineer shall also maintain public liability insurance, including property damage, bodily injury or death, and personal injury and motor vehicle liability insurance against claims for damages because of bodily injury or death of any person or damage to property.
- F. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Owner at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.

- G. The Owner reserves the right to modify any conditions of this Article.

12. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

13. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Engineer. In the event that the Agreement is terminated pursuant to this subparagraph, the Engineer shall be reimbursed in accordance with the Agreement for all work performed up to the termination date.

14. Miscellaneous

- A. Royalties and Patents: The Engineer shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Engineer shall not be responsible to the extent of any loss resulting directly from a particular design, process or the product of a particular manufacturer or manufacturers where the same have been specified solely by the Owner, except that if the Engineer believes or has reason to believe that the design, process or product so specified is or may be an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner in writing, and thereafter the Owner insists in writing on the use of the design, process or product specified.
- B. Assignment: The Engineer shall not assign or transfer any of its rights, duties or obligations under this Agreement without the advance written approval of the Owner, in its sole and absolute discretion.
- C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.
- D. Certification of Tax Compliance: By its execution of this Agreement, the Engineer certifies, pursuant to General Laws Chapter 62C, Section 49A and under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the Owner by its authorized representatives who, however, incur no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

Engineer

Town of Provincetown
Select Board

By: _____

By:

Name:

David Abramson: _____

Title:

John Golden: _____

Date: _____

Robert Anthony: _____

Leslie Sandberg: _____

Louise Venden: _____

Date: _____

Approved as to Availability of Funds:

By: _____

Name: Nick Robertson

Title: Assistant Town Accountant