

**CITY OF SHORELINE
REQUEST FOR STATEMENT OF QUALIFICATIONS
RFQ 8980**

NE 175 Street Pavement Preservation Project (Interstate 5 to 15th Avenue NE)

Submit no later than January 19, 2018, 4:00 PM, Pacific Standard Time

The City of Shoreline, Washington is soliciting statements of qualifications (SOQ) from individuals or firms interested in providing engineering design services for the NE 175th Street Pavement Preservation project.

Primary Objectives

Provide design of the NE 175th Pavement Preservation Project, including analysis of preservation alternatives, development of plans, specifications, estimates permit applications and/or environmental documentation and right-of-way/easement acquisition as necessary or required.

Background

NE 175th Street is a primary arterial and National Highway System (NHS) freight route in Shoreline that traverses rolling terrain between Interstate 5 and 15th Avenue NE. In 2011, NE 175th Street was coated with 3/4 inch to 1 inch of “double-chip” bituminous surface treatment (BST) within the project limits. The underlying asphalt concrete pavement varies in depth from approximately four inches to over 14 inches, varying with location. The liquid component of the BST layer possibly contained excessive oils and has performed poorly in ambient air temperatures exceeding 85 degrees Fahrenheit.

The sidewalks within the project limits are generally in good condition; however, isolated damage from tree root growth may exist in some locations. The ADA compliance status of the sidewalks and curb ramps is presently unknown; however, a field condition assessment is in progress at this time and should be completed by the end of this year. The corridor also includes a number of failing stormwater pipes and catch basins that the City intends to repair or replace during the project.

Preliminary Timeline

Complete design and all contract documents ready for advertising for bids not later than November 16, 2018. Construction is scheduled for spring 2019.

Budget & Funding

The design budget is estimated to be between \$250,000 and \$300,000. The project is 100 percent locally funded.

Scope of Services

The scope of services is expected to include, but not be limited to the following tasks:

1. Evaluate pavement rehabilitation alternatives and recommend the most cost effective alternative. Incorporate the City’s selected rehabilitation alternative into the contract documents.

2. Ensure that sidewalks meet current ADA standards. Document ADA compliance of sidewalks in a Technical Memorandum and Maximum Extent Feasible (MEF) documentation.
3. Assess alternatives for retaining and/or removing and, if necessary, replacing trees that have damaged existing sidewalks, curbs, gutters and roadway pavement with acceptable tree species selected from the City's standard tree listing. Incorporate the City's selected alternative methods and tree species into the contract documents.
4. Perform access analysis of existing curb ramps. Ensure that curb ramps meet current ADA standards. Document ADA compliance of ramps in a Technical Memorandum and Maximum Extent Feasible (MEF) documentation.
5. Drainage analysis and design:
 - a. Analyze the functionality and condition of the existing storm water system. (Note: City will provide information on condition assessments of stormwater pipes and catch basins and any other relevant surface water system elements within or adjacent to the project limits). Perform hydrologic and hydraulic modeling as needed to evaluate system capacity.
 - b. Design storm water system asset replacements and other potential storm water system improvements as needed within the project corridor.
6. Perform utility impact analysis and coordination with utilities with facilities in the project area, addressing wastewater, storm water and third-party wet and dry utilities.
7. Coordinate with Transit Agencies with facilities in the project area.
8. Environmental documentation and permits:
 - a. Provide all documentation and applications for SEPA and any local permits.
 - b. Provide all documentation and application a Construction Stormwater Permit with Department of Ecology.
9. Provide topographic base mapping and right-of-way surveys.
10. Prepare plans, specifications, and estimate (PS&E) for City's review and approval at 30%, 60%, 90% and bid-ready stages of completion.
 - a. Provide plans at 30% design stage to utility and transit agencies for coordination.
 - b. PS&E at 30%, 60% and 90% will be provided to City for review and comments.
 - c. Prepare final bid documents, suitable for public bidding, in accordance with City's comments and requirements.
11. Provide technical support as requested during bidding phase of the project.
12. Construction support and/or construction management and inspection may be an option during construction of the project.

SOQ Evaluation Components/Criteria

Submittal Requirements

Submit three bound copies and one (1) flash drive of the SOQ in pdf format to the City of Shoreline, City Clerk's Office – RFQ # 8980, 17500 Midvale Avenue North, Shoreline, Washington, 98133-4905.

***** The deadline for submittal of qualifications by interested parties is January 19, 2018 by 4:00 p.m. Pacific Standard Time *****

Respondents assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual receipt of qualifications. Qualifications shall not be delivered by facsimile transmission or other telecommunication or electronic means.

Questions related to this solicitation may be directed to Eduardo Aban, Capital Projects Manager, at eaban@shorelinewa.gov . Questions via phone will not be accepted.

***** The deadline for submittal of questions is 4:00 PM, Pacific Standard Time, January 12, 2018. *****

Supplemental information, such as brochures, may be submitted if desired. Statements of Qualifications shall be limited to single spaced, typewritten pages (min. 12 point font) and shall be no more than 15 single-sided pages (not including resumes and covers). The following format and content shall be adhered to by each firm and presented in the following order:

1. Executive Summary (1 Page, Max.):
 - a. An executive summary letter should include the key elements of the respondent's SOQ and an overview of the consultant team. Indicate the address and telephone number of the respondent's office located nearest to Shoreline, Washington, and the office from which the project will be managed.
2. Approach (3 Pages, Max.):
 - a. Methodology: This section should clearly describe the methodology or methodologies planned to be used to carry out the specific tasks described in the Work Plan.
 - b. Work Plan: Describe the sequential tasks to be used to accomplish this project. Indicate all key deliverables and their contents.
3. Project Organization and Staffing (4 Pages, Max.): Describe the approach and methods for managing the project. Provide an organization chart naming all proposed team members. Describe the responsibilities of each person on the project team. Identify the Project Director and/or Manager and the key contact person for the City.
4. Project Schedule (3 Pages, Max.): Provide a schedule for completing each task in the Scope of Work, including deadlines for preparing project deliverables. Demonstrate your team's ability to perform the work requested within an established budget and schedule.

5. Related Experience (2 Pages, Max.): Describe directly related experience with similar projects within the last 5 years. Include the name of the client, description of the work done, address and telephone number, and dates of the projects. The City reserves the right to contact any organizations or individuals listed.
6. Statement of Experience (2 Pages, Max.): Consultants are required to provide evidence of experience in design of urban arterial streets, sidewalks, curb ramps, channelization and in analysis of pavement structures and materials. The experience listed must be that which was performed by the consultant's staff and/or team's staff that will be assigned to this project.
 - a. The City will be focusing on the experience of the Lead Consultant/Project Manager who will be assigned to this project. Specify the percentage that the Lead Consultant/Project Manager would be allocated to this project. The SOQ shall also identify other projects the proposed Lead Consultant/Project Manager will be committed to during the same timeline.
 - b. List the portion of the work to be subcontracted and information describing the qualification and relative experience of any proposed subcontractors. Include a list of information required or tasks to be completed by City staff. Include resumes of each member of the project team.

The City's Evaluation Panel will use the following criteria to evaluate each SOQ:

Criteria	Points
➤ Project Approach	0-20
➤ Organization & Related Experience of Project Team	0-25
➤ Expertise of Key Staff	0-35
➤ Response of references	0-10
➤ Ability to meet time schedule	<u>0-10</u>
Maximum Points	100

The Statement of Qualifications will be the basis from which interested individuals or firms will be selected for interviews. Following the City staff evaluation of the qualifications received, selected individuals or firms may be invited to make oral presentations before the City's Evaluation Panel. The City's Project Manager will provide additional details outlining the preferred content of the presentation to each firm or team of firms that are invited to participate. Upon completion of the evaluations, the City's Evaluation Panel will determine the most qualified individual or firm based on all materials and information presented. The City will then begin the negotiations for an agreement with the selected individual or firm.

Any individual or firm failing to submit information in accordance with the procedures set forth in this SOQ may be subject to disqualification. The City reserves the right to change the solicitation schedule or issue amendments to the solicitation at any time. The City reserves the right, at its sole discretion, to waive immaterial irregularities contained in the proposals. The City reserves the right to reject any and all proposals at any time, without penalty. The City reserves the right to refrain from contracting with any respondent. Firms or individuals eliminated from further consideration will be notified by mail by the City as soon as practical.

Proposals remain confidential until closing deadline after which proposals are considered a public record subject to public disclosure under RCW 42.56, the Public Records Act. Proposers shall mark as “proprietary” any information that the Proposer believes meets the exemption under RCW 42.56.270(1). This designation will be considered by the City in response to public records requests.

Any Proposal may be withdrawn, either personally or by written request, at any time prior to the time set for the Proposal submittal deadline.

The City of Shoreline, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all respondents that it will affirmatively insure that in any contract entered into pursuant to this RFQ, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award.

Attachment: Sample City of Shoreline Services for Design Professionals Agreement



Contract No. _____
Brief Description: _____

**CITY OF SHORELINE
AGREEMENT FOR SERVICES – DESIGN PROFESSIONALS**

This Agreement is entered into by and between the City of Shoreline, Washington, a municipal corporation hereinafter referred to as the “CITY,” and _____, hereinafter referred to as the “CONSULTANT.”

WHEREAS, the City desires to retain the services of a consultant to _____ and

WHEREAS, the City has selected _____ to perform the above-mentioned services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

1. Scope of Services to be Performed by the Consultant.

The Consultant shall perform the services outlined in Exhibit A. In performing these services, the Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.

2. Compensation.

- A. Services will be paid at the rate set forth in Exhibit A, not to exceed a maximum of \$_____, including all fees and those reimbursable expenses listed in Exhibit A.
- B. The City shall pay the Consultant for services rendered after receipt of a billing voucher in the form set forth on Exhibit B. **NO PAYMENT WILL BE ISSUED WITHOUT A BILLING VOUCHER.** Payments will be processed within 30 (thirty) days from receipt of billing voucher. The Consultant shall be paid for services rendered but, in no case shall the total amount to be paid exceed the amount(s) noted in the Exhibit(s) and approved by the City. The consultant shall complete and return a W-9 to the City prior to contract execution by the City. No payment will be issued without a Taxpayer Identification Number on file. Mail all billing vouchers to: the attention of the contract manager identified in Section 16, 17500 Midvale Avenue North, Shoreline, Washington 98133-4905.

3. Term.

- A. The term of this Agreement shall commence _____ and end at midnight on the _____ day of _____, 20____.

4. Termination.

- A. The City reserves the right to terminate this Agreement at any time, with or without cause by giving fourteen (14) days notice to Consultant in writing. In the event of such termination or suspension, all finished or unfinished documents, data, studies, worksheets, models and reports, or other material prepared by the Consultant pursuant to this Agreement shall be submitted to the City.
- B. In the event this Agreement is terminated by the City, the Consultant shall be entitled to payment for all hours worked and reimbursable expenses incurred to the effective date of termination, less all payments previously made. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such charges due the City shall be deducted from the final payment due the Consultant. No

payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.

- C. The Consultant reserves the right to terminate this Agreement with not less than sixty (60) days written notice, or in the event outstanding invoices are not paid within 30 days.
- D. If the Consultant is unavailable to perform the scope of services, the City may, at its option, cancel this Agreement immediately.

5. Ownership of Documents.

- A. All documents, data, drawings, specifications, software applications and other products or materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the Consultant are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Consultant harmless for such use.
- B. The Consultant acknowledges that the City is a public agency subject to Washington's Public Records Act, chapter 42.56 RCW, and that all documents produced by the Consultant in connection with the services rendered under this Agreement may be deemed a public record as defined in the Public Records Act and that if the City receives a public records request, unless a statute exempts disclosure, the City must disclose the record to the requestor. All or portions of materials, products and documents produced under this Agreement may be used by the Consultant if the City confirms that they are subject to disclosure under the Public Disclosure Act.
- C. The Consultant shall preserve the confidentiality of all City documents and data accessed for use in Consultant's work product. Any requests for City documents and data held by Consultant shall be forwarded to the City which shall be solely responsible for responding to the request.

6. Independent Contractor Relationship.

- A. The consultant is retained by the City only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between the Consultant and the City during the period of the services shall be that of an independent contractor, not employee. The Consultant, not the City, shall have the power to control and direct the details, manner or means of services. Specifically, but not by means of limitation, the Consultant shall have no obligation to work any particular hours or particular schedule, unless otherwise indicated in the Scope of Work where scheduling of attendance or performance is critical to completion, and shall retain the right to designate the means of performing the services covered by this Agreement, and the Consultant shall be entitled to employ other workers at such compensation and on such other conditions as it may deem proper, provided, however, that any contract so made by the Consultant is to be paid by it alone, and that employing such workers, it is acting individually and not as an agent for the City.
- B. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to Consultant or any employee of the Consultant.

7. Hold Harmless.

The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees resulting from the sole negligence and/or willful misconduct of the Consultant, its agents or employees in arising out of or in connection with the performance of this Agreement.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the Consultant hereby waives the immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Gifts.

The City's Code of Ethics and Washington State law prohibit City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with the City's Code of Ethics and state law, the Consultant shall not give a gift of any kind to City employees or officials.

9. City of Shoreline Business License.

As mandated by SMC 5.05.030, the Consultant shall obtain a City of Shoreline Business License prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City.

10. Insurance.

Consultant shall obtain insurance of the types described below during the term of this agreement and extensions or renewals. These policies are to contain, or be endorsed to contain, provisions that 1) Consultant's insurance coverage shall be primary insurance with insurance or insurance pool coverage maintained by the City as excess of the Consultant's insurance (except for professional liability insurance); and 2) Consultant's insurance coverage shall not be cancelled, except after thirty (30) days prior written notice to the City.

- A. Professional Liability, Errors or Omissions insurance with limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit shall be provided if services delivered pursuant to their Contract involve or require professional services provided by a licensed professional including but not limited to engineers, architects, accountants, surveyors, and attorneys.
- B. Commercial General Liability insurance covering premises, operations, independent contractors' liability and damages for personal injury and property damage with a limit of no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. The City shall be named as an additional insured on this policy. The Consultant shall submit to the City a copy of the insurance certificate and relevant endorsement(s) as evidence of insurance coverage acceptable to the City.
- C. Automobile Liability insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage shall be required if delivery of service directly involves Consultant use of motor vehicles.

11. Delays.

Consultant is not responsible for delays caused by factors beyond the Consultant's reasonable control. When such delays beyond the Consultant's reasonable control occur, the City agrees the Consultant is not responsible for damages, nor shall the Consultant be deemed to be in default of the Agreement.

12. Successors and Assigns.

Neither the City nor the Consultant shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

13. Nondiscrimination.

In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt or the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or in the presence of any sensory, mental or physical handicap.

14. Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

City Manager
City of Shoreline
17500 Midvale Avenue N
Shoreline, WA 98133-4905
(206) 801-2700

Consultant Name: _____
Name of Firm: _____
Address: _____
Address: _____
Phone Number: _____

15. Governing Law and Venue.

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be King County Superior Court.

16. General Administration and Management.

The City's contract manager shall be (name and title): _____.

17. Severability.

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

18. Entire Agreement.

This agreement contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this agreement.

This agreement is executed by

CITY OF SHORELINE

CONSULTANT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

By: _____

Margaret J. King, City Attorney
Julie Ainsworth-Taylor, Assistant City Attorney

Attachments: Exhibit A (Scope and compensation), B (Billing Voucher)