

**CITY OF SHORELINE
REQUEST FOR QUALIFICATIONS
East Boeing Creek Basin Drainage Improvement
RFQ # 4026**

Submittal Due Date: November 28, 2006 - 4:00 PM, Pacific Local Time

The City of Shoreline, Washington is soliciting a statement of qualification (SOQ) from individuals or firms interested in providing pre-design, public involvement, design services, and construction engineering services for the above project.

I. PROJECT GOALS

The goals of this project will be to reduce or eliminate flooding problems in the sub basin by providing solutions that include opportunities for water quality, habitat, and community benefit.

II. BACKGROUND

In July 2005, the Shoreline City Council adopted a Surface Water Master Plan that included three major projects in the East Boeing Creek Basin: Midvale Ave Drainage, Darnell Park Neighborhood Drainage, and Wet pond addition to Darnell Park Detention Pond projects. These three projects have been combined into the East Boeing Creek Drainage Improvement Project. The Surface Water Master Plan is available for review on the City of Shoreline Website (<http://www.cityofshoreline.com/cityhall/departments/public/index.cfm>)

This project will address historical flooding near Midvale Ave N and N 178th St, and extending from N 180th St to N 183rd St as well. This storm system also receives runoff from the potential site of the new Shoreline Civic Center.

Further downstream, N 165th St near Darnell Park and the intersection with Stone Ave N experiences structure, yard, and driveway flooding. The N 165th St roadway also floods. The system has insufficient capacity. Flow is conveyed across N 165th St through a 24-inch-diameter pipe (including two 90-degree bends) which discharges to Darnell Park. The park acts as a detention facility during some flow events, but does not have a large storage volume. Limited modeling and hydraulic calculations have been performed for the City in this area. At one time, this project was part of the Small Projects Program, but the scope became too large for that program.

III. PROJECT SCOPE

The scope may include, but not limited to: Site survey, geotechnical investigation, surface water modeling, system condition assessment, development of alternative design options, public meetings. The selected firm may also be requested to design, prepare plans, specifications, and engineer's estimate (PS&E) for the selected preferred alternative, and to provide engineering services during construction.

IV. PRELIMINARY TIMELINE

These dates are estimated and subject to change. The dates are provided for information only.

October 30, 2006	Issue Request for Qualifications (RFQ)
November 15, 2006	Deadline to submit written questions
November 20, 2006	Addendum issued, if required
November 28, 2006	Submittal Due

V. RFQ Evaluation Components/Criteria

One unbound original and 1 CD of the SOQ shall be submitted. The CD copy shall be in PDF format. Supplemental information, such as brochures, may be submitted if desired.

Qualifications shall be limited to single space, typewritten pages, (minimum 12 point font) and shall be no more than **20 pages (excluding resumes)**. A page is defined as one side of an 8 ½ by 11 inch page. The following format and content shall be adhered to by each firm and presented in the following order using the following section titles:

- A. Executive Summary: An executive summary letter should include the key elements of the respondent's RFQ 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.
- B. Firms Project Management System - Prime Consultant: This section should include the following:
- Describe your firm's Quality Assurance/Quality Control processes, tracking system(s) to monitor the project's budget and/or scope
 - Describe your firm's ability to provide interaction with your client and/or stakeholders.
 - Identify the type of software utilized and list up to three projects where the proposed Project Manager(s) have utilized this software.
 - Describe your firm's process for interacting with your internal project team.
- C. Project Approach: This section should include the following:
- How does your firm develop a work plan for this project;
 - Who is involved with the decision making process for the development of the work plan;
 - Describe each of the elements of the proposed work plan for this project; and
 - Describe how your work plan addresses contingencies that may arise during the project.
 - Describe your approaches to resolve issue(s) within the project team, client(s) and Stakeholders.
 - Provide assumptions for work breakdown structure, e.g. client vs. consultant deliverables.
 - Identify any key issues and critical milestones for the project.
 - Describe how you may include "Low Impact Development" features into the project.
 - Provide an organization chart of your proposed team and include the respective roles that each firm will provide for the team.
- D. Related Firm Experience: This section should include the following:
- Provide a listing of all firms on your proposed team;
 - List the type(s) of expertise that each firm on your team can provide;
 - How long has each firm on your team provided these type(s) of expertise;
 - Has the prime consultant worked with proposed sub-consultant(s) on similar projects in the last three years? If yes, provide name of the project, each firm's role on the project and the dates the services were performed. Limit examples to one project for each sub-consultant firm.

- Provide a list of up to five projects that each firm on your project team has completed within the last three years. The project(s) must demonstrate the required expertise needed for this project. Include the work/services provided on the project(s) and approximate consultant fee of each project.
- E. Qualifications of Proposed Project Manager: This section should include the following:
- Provide up to three examples for the proposed Project Manager that demonstrates their prior experience as a Project Manager on similar projects. Include the date(s) of each project, the name of the client/organization for each project, and list the project manager's responsibilities and tasks on each project.
 - Demonstrate the Project Manager's familiarity with relevant state and federal regulations and/or procedures.
 - Provide up to three examples of the proposed Project Manager's ability to manage all of the following within a project: Project schedule; scope of work/scope creep; budget issues; and changes that arise throughout the life of the project
 - Provide listing of professional licenses/accreditations for the proposed Project Manager including the year that the license/accreditation was received. Please include the licenses that were obtained or applicable within the State of Washington only.
- F. Expertise of Key Staff - Prime and Sub Consultants: List each key team member's role/responsibility on your proposed team. For each proposed key team member, provide up to three examples of prior relevant projects. Include the name of the project(s), dates of the project(s), and roles/responsibilities for each team member on those project(s).
- G. References/Past Performance: Provide reference information for a minimum of three (3) with a maximum of five (5) similar projects for public sector clients in the last three (3) years. Include the following information:
- Project name;
 - Dates of service on project(s);
 - Dollar amount your firm received on project(s);
 - Contact name;
 - Contact phone number; and
 - Name of your project manager on project(s)
 - Explain how the design was expedited to meet a tight deadline (if applicable)

The City's Evaluation Team will use the following criteria to evaluate each RFQ:

<u>Criteria</u>	<u>Points</u>
Firms Project Management System (Prime Consultant)	0-10
Project Approach	0-15
Related Experience of Firms on Team	0-15
Qualifications of Proposed Project Manager	0-20
Expertise of Key Staff (Prime and Sub Consultants)	0-20
References/Past Performance	<u>0-20</u>
Maximum Points	100

VI. SUBMITTAL

One unbound original and 1 CD of the SOQ shall be submitted to the City of Shoreline, City Clerk's Office – RFQ 4026, 17544 Midvale Avenue North, Suite 100, Shoreline, WA 98133-4921. The deadline for qualifications by interested parties is November 28, 2006 by 4:00 PM, Pacific Local 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 submittal of qualifications may be submitted in writing to John Vicente, PE, Capital Projects Manager by fax at (206) 546-2726 or by email at jvicente@ci.shoreline.wa.us. Questions via phone will not be accepted

Information related to the project may be found under the City of Shoreline web site's Surface Water Master Plan heading and under the Bids & RFPs/RFQs heading. Any amendments to the Request For Qualifications (RFQ) shall be posted on the City of Shoreline's web site.

The SOQ will be the basis from which interested firms will be selected. At the City's option, following the City staff evaluation of the SOQs received, selected firms may be invited to make oral presentations before the City's Evaluation Panel. The City's representative 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 evaluation, the City's Evaluation Panel will determine the most qualified firm based on all materials and information presented. The City will then begin the negotiations for an agreement with the selected firm.

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

The City of Shoreline encourages disadvantaged, minority, and women-owned firms to respond.



Contract No. _____
Brief Description: _____

CITY OF SHORELINE
AGREEMENT FOR SERVICES

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.

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 reimbursable expenses.
- 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 Exhibit C, Taxpayer Identification Number, to the City prior to or along with the first billing voucher. No payment will be issued without a Taxpayer Identification Number on file. Mail all billing vouchers to: City of Shoreline, Attention Accounts Payable, 17544 Midvale Avenue North, Shoreline, Washington 98133-4921.

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 or suspend 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 60 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. All or portions of materials, products and documents produced under this Agreement may be used by the Consultant upon confirmation from the City that they are subject to disclosure under the Public Disclosure Act.
- B. 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. Any information relating to the services will not be released without the written permission of the City.
- C. The Consultant shall preserve the confidentiality of all City documents and data accessed for use in Consultant's work product.

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 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 negligent, gross negligent and/or intentional acts, errors or omissions of the Consultant, its agents or employees arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, 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 indemnification provided herein constitutes the Consultant's waiver of 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. 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 combined single limits not less than \$1,000,000. The City shall be named as an additional insured on this policy. The Agency shall submit to the City a copy of the insurance policy declaration page 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.

9. 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.

10. 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.

11. 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.

12. 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
17544 Midvale Avenue N.
Shoreline, WA 98133-4921
(206) 546-1700

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

13. 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.

14. General Administration and Management.

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

15. 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.

16. 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: _____

Flannary P. Collins
Assistant City Attorney

Attachments: Exhibits

A – Scope of Work

B – Billing Voucher

C – Tax Identification Number

**EXHIBIT B
CITY OF SHORELINE**

BILLING VOUCHER

17544 Midvale Ave., N. Shoreline, WA 98133 ♦ (206) 546-1700 ♦ Fax (206) 546-2200

Contract No. _____

Firm Name: _____

Mailing Address:

Invoice No.: _____	Invoice Date: _____
Amount of Invoice \$ _____	

Contract Expiration Date:: _____ Current Invoice Period: _____

Description of services performed this period, attach a separate sheet if necessary (if applicable, submit a separate voucher for each program which is funded by your City of Shoreline contract):

BUDGET SUMMARY:

Total Contract Amount,	\$ _____
<i>(including amendments)</i>	
Previously Billed	\$ _____
Current Invoice Request	\$ _____
Total Payments Requested to date	\$ _____
Contract Balance Remaining	\$ _____

Payments will be processed within thirty (30) days from receipt of approved billing voucher.

Consultant Signature

For Department Use Only	
Approved for Payment:	
_____ City of Shoreline	Date: _____

EXHIBIT C

CITY OF SHORELINE

17544 Midvale Ave., N., Shoreline, WA 98133
(206) 546-1700 ♦ Fax (206) 546-7870

TAX IDENTIFICATION NUMBER

In order for you to receive reimbursement from the City of Shoreline, we must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires us to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Shoreline before or along with the submittal of the first billing voucher.

Please check the appropriate category:	
<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership <input type="checkbox"/> Government Agency
<input type="checkbox"/> Individual/Proprietor	<input type="checkbox"/> Other (please explain)
TIN # ___ - _____	
SS # ___ - ___ - _____	

Print Name: _____	
Print Title: _____	
Business Name: _____	
Business Address: _____	
Business Phone: _____	
_____	_____
Date	Authorized Signature (required)