



City of Kirkland

Request for Qualifications

Capital Improvement Program Consultant Project Management Assistance

Job # 05-20-PW

Issue Date: January 3, 2020

Due Date: January 21, 2020 – 4:00 p.m. (Pacific Time)

REQUEST FOR QUALIFICATIONS

Notice is hereby given that qualifications will be received by the City of Kirkland, Washington, for:

Capital Improvement Program Consultant Project Management Assistance

File with Financial Operations Manager, Finance Department, 123 - 5th Ave, Kirkland WA, 98033

Qualifications received later than **4:00 p.m. January 21, 2020 will not** be considered.

A copy of this Request for Qualifications (RFQ) may be obtained from City's web site at <http://www.kirklandwa.gov/>. Click on the Business tab at the top of the page and then click on the Request for Qualifications link found under "Doing Business with the City".

The City of Kirkland reserves the right to reject any and all submissions, and to waive irregularities and informalities in the submittal and evaluation process. This RFQ does not obligate the City to pay any costs incurred by respondents in the preparation and submission of qualifications. Furthermore, the RFQ does not obligate the City to accept or contract for any expressed or implied services.

A firm response that indicates that any of the requested information in this RFQ will only be provided if and when the firm is selected as the apparently successful firm is not acceptable, and, at the City's sole discretion, may disqualify the submission from consideration.

The City of Kirkland 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 bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, 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.

In addition to nondiscrimination compliance requirements, the firm ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

Dated this 3rd Day of January 2020.

PROJECT BACKGROUND

The City of Kirkland established 2015-2035 growth targets and developed a series of planning documents to meet the challenges that growth would bring with it. However, the City has experienced a considerable percentage of its twenty-year growth projections compressed into the past few years, and that pace of that growth has not yet subsided. This has put increasing strains on the City's infrastructure and caused the City to decide to accelerate the implementation of its capital improvement plan, some of which may be funded with debt.

Additionally, regional transportation partners, especially the Washington State Department of Transportation and Sound Transit, have funded projects on the I-405 corridor in Kirkland that are targeted to begin construction in late 2021, and those construction projects will have impacts both on circulation within the City and the City's own capital projects.

The City is aware that delivering its current slate of capital projects will require attention to project management, monitoring and adjustment of schedules, assessment of the dependencies and influences schedules have on each other, and risk identification and mitigation

GENERAL SCOPE OF WORK

The City desires to retain an experienced and qualified firm or individual to assist the City with the following activities:

1. Capital Improvement Program (CIP) Project / Construction Management
2. Project Change Order Management

Product Deliverables and Outcomes:

Coordinated work is essential for the timely and successful implementation and delivery of the City's CIP. The successful team will work closely with, and under the direction of the CIP Supervisor to provide Project / Construction Management and Change Order Management Services.

Scope Item 1: CIP Project Design / Construction Management

- 1) Maintain project files in accordance with City of Kirkland project manual
- 2) Monitor project budget, report weekly to CIP Supervisor
- 3) Monitor project schedule, report weekly to CIP Supervisor
- 4) Manage consultants, contractors and perform site visits as required
- 5) Develop assigned capital projects in accordance with City goals and policies
- 6) Coordinate with stakeholders and utility companies

- 7) Send project out to bid and respond to bidders' questions
- 8) Prepare NTP for contractor
- 9) Facilitate preconstruction meeting
- 10) Facilitate weekly construction meetings
- 11) Track requests for contractor subs, intents to pay prevailing wages, and affidavit of wages paid
- 12) Track and review submittals/RAMs, shop drawings, certificates of compliance, material testing, and material acceptance documentation
- 13) Oversee IDRs, FNRs, and bid item quantities; report weekly to CIP Supervisor
- 14) Ensure compliance of certified payrolls and weekly statements of working days
- 15) Oversee IDRs, FNRs, and bid item quantities; report weekly to CIP Supervisor
- 16) Process RFIs for guidance by CIP Supervisor
- 17) Oversee and ensure compliance of TESC and Traffic Control plans in accordance with contract documents
- 18) Ensure compliance of permit requirements
- 19) Ensure compliance of ADA and Title VI requirements
- 20) Record as-built drawings
- 21) Provide daily, schedule analysis; including impacts of delay or risk decision impacts.
- 22) Prepare substantial completion letter
- 23) Prepare monthly pay estimates
- 24) Provide information to City outreach staff
- 25) Project closeout

Scope Item 2: Change Order Management

- 1) Provide identification of potential risks in project activities. Provide risks that may affect other project activities.
- 2) Develop reports for risk identification and mitigation strategies.
- 3) Prepare change orders, justification through contract controls, and independent estimates by for review by CIP Supervisor

Assumptions:

- 1) Consulting work location at Kirkland City Hall Annex Building (with CIP Group).
- 2) Consulting work anticipated to be 40-hour work week for contracted scope of work items.
- 3) Consultant to provide computer, and software and other tools as necessary to perform duties.
- 4) Consultant to pass background security check.

PROJECT SCHEDULE

The city anticipates that the process for selecting a consultant and awarding a contract would be according to the following tentative schedule (subject to change without notice):

- January 21, 2020 [4:00 PM] – Consultant SOQ Due
Please submit one electronic and two hard copies of your qualification
- February 11, 2020 – Consultant Evaluation/Selection, schedule interviews
- March 1, 2020 – Consultant Notice to Proceed

ELEMENTS OF QUALIFICATIONS

The format of your SOQ will be at your discretion. However, at a minimum, it shall address the following and not exceed 15 single-sided pages (8-1/2" x 11") in length:

- 1) A resume or statement of qualifications.
- 2) A statement of your understanding of the various aspects of this scope of work.
- 3) Your identification of critical project elements and how your project team would handle those elements in order to achieve a successful end result.
- 4) A preliminary schedule of key milestones and outcomes/deliverables dates.
- 5) Key personnel that will be assigned to this scope of work, their roles, unique skills, experiences, and qualifications for the work.
- 6) Examples of similar scope of work successfully completed by your team.
- 7) Please include three to five professional references, including names and phone numbers, that would be most knowledgeable of your firm's performance on these similar projects.
- 8) A fee schedule including hourly rates, miscellaneous fees and other anticipated expenses
- 9) Noncollusion Affidavit (Attachment B).
- 10) Change order management experience, forms, and strategies.

Interview Format:

Interviews will be conducted with each firm after all qualifications and qualifications are reviewed by the City. Each interview may consist of:

1. Questions and answers (approx. 30 mins)

Consultant Evaluation:

Qualifications will be evaluated and scored by a selection panel consisting of City personnel. Consultant selection will be based on the SOQ and interview using the following criteria and weighting:

<u>Criteria</u>	<u>Point Weight</u>
Experience (previous experience in similar scope of work)	0-25
Technical Competence (expertise of key personnel)	0-10
Scope of work - Understanding and Approach	0-25
Availability	0-30
References	<u>0-10</u>
Maximum Points	100

If a tie should occur, resolution will be based upon additional information requested by the City.

PRE-SUBMITTAL ACTIVITIES

1. Questions Concerning Request for Qualifications

All questions concerning the RFQ should be submitted in writing to:

City of Kirkland Public Works
Attn: Aparna Khanal
123 5th Avenue
Kirkland, WA 98033
akhanal@kirklandwa.gov

2. Revision to the Request for Qualifications

The City reserves the right to revise the RFQ prior to the submission due date.

Revisions will be posted to the City Purchasing website:

https://www.kirklandwa.gov/depart/Finance_and_Administration/doingbusiness/BusinessOpportunities.htm The City reserves the right to extend the date by which qualifications are due.

3. Qualifications Due Date

Sealed qualifications will be accepted at the city Information desk at 123 5th Avenue, Kirkland WA until **4:00PM (PST) on January 21, 2019**. The final sealed submission shall include two (2) hard-copies and one electronic qualifications submission in PDF format. The packaging shall be clearly labeled:

- Qualifications for Construction Management Assistance
- Job number: 05-20-PW
- Submittal Date
- Attention: Greg Piland

SPECIAL CONDITIONS

1. Reservations

This RFQ does not commit the City to award a contract, defray any preparation costs, or to procure or contract for the work. This request for qualifications illustrates some, but not all services and activities that may be needed. The final scope and fee will be developed and negotiated between the City and the selected Consultant.

2. Public Records

Once submitted to the City, proposals shall become the property of the City, and all proposals shall be deemed a public record as defined in "The Public Records Act," chapter 42 section 56 of the RCW. Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the proposer, or is any way contrary to state public disclosure laws or this RFP, could be removed from consideration. The City will not accept the liability of determining what the proposer considers proprietary or not. Therefore, any information in the proposal that the proposer claims as proprietary and exempt from disclosure under the provisions of RCW 42.56.270 must be clearly designated as described in the "Proprietary Material Submitted" section above. It must also include the exemption(s) from disclosure upon which the proposer is making the claim, and the page it is found on must be identified. With the exception of lists of prospective proposers, the City will not disclose RFP proposals until a bid selection is made. At that time, all information about the competitive procurement will be available with the exception of: proprietary/confidential portion(s) of the proposal(s), until the proposer has an adequate opportunity to seek a court order preventing disclosure. The City will consider a proposer's request for exemption from disclosure; however, the City will make a decision predicated upon RCW 42.56.

3. Right to Cancel

The City reserves the right to cancel this RFQ for any reason, in whole or in part.

4. Additional Information

The City reserves the right to request additional information from any or all proposers.

5. Public Information

Release of any documents, plans, specifications, award information, or any other information provided by the City in conjunction with this RFQ must receive prior written approval from the City of Kirkland.

6. Professional Services Agreement

The agreement will be the city Professional Services Agreement (included as Attachment A).

7. Non-Discrimination

The City of Kirkland 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 bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, 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

Certification Regarding Suspension, Debarment, Ineligibility or Voluntary Exclusion

Pursuant to 2 CFR 200.213, the Contractor, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the Contractor is unable to certify, they must provide an explanation as to why they cannot prior to signing of any agreement. The Contractor shall provide immediate written notice to the City if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances, or have received notice that they have been suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in 2 CFR 180.

The Contractor agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction. Pursuant to 2 CFR 180.330, the Contractor is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements. The Contractor agrees that it will include this clause without modification in all lower tier covered transactions.



PROFESSIONAL SERVICES AGREEMENT

Example agreement

The City of Kirkland, Washington, a municipal corporation ("City") and _____, whose address is _____ ("Consultant"), agree and contract as follows:

I. SERVICES BY CONSULTANT

- A. The Consultant agrees to perform the services described in Attachment _____ to this Agreement, which attachment is incorporated herein by reference.
- B. All services and duties shall be conducted and performed diligently, completely and in accordance with professional standards of conduct and performance.

II. COMPENSATION

- A. The total compensation to be paid to Consultant for these services shall not exceed \$ _____, as detailed in Attachment _____.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all services performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid monthly on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any services not completed in a satisfactory manner until such time as Consultant modifies such services to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

III. TERMINATION OF AGREEMENT

The City or the Consultant may terminate this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory services completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above.

IV. OWNERSHIP OF WORK PRODUCT

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this Agreement or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.
- B. The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.
- C. Methodology, materials, software, logic, and systems developed under this Agreement are the property of the Consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.

V. GENERAL ADMINISTRATION AND MANAGEMENT

The _____ for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

VI. COMPLETION DATE

The estimated completion date for the Consultant's performance of the services specified in Section I is _____.

Consultant will diligently proceed with the services contracted for, but consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

VII. SUCCESSORS AND ASSIGNS

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

VIII. NONDISCRIMINATION

Consultant shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as

otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

IX. HOLD HARMLESS/INDEMNIFICATION

To the greatest extent allowed by law 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, arising out of or resulting from its negligence or breach of any of its obligations in 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 indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes 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.

X. LIABILITY INSURANCE COVERAGE

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect

to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant shall provide the City and all Additional Insureds for this services with written notice of any policy cancellation, within two business days of their receipt of such notice.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the services.

F. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately

terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

G. City Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Consultant must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

XII. FUTURE SUPPORT

The City makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.

XIII. INDEPENDENT CONTRACTOR

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he or she is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him or her as a result of his or her status as an independent contractor. Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance or unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of Consultant.

XIV. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with all attachments and addenda, represents the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument properly signed by both parties.

XV. ADDITIONAL WORK

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this

Agreement. Any such work or services shall be considered as additional work, supplemental to this Agreement. This Agreement may be amended only by written instrument properly signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT:

CITY OF KIRKLAND:

By: _____

By: _____
Tracey Dunlap, Deputy City Manager

Date: _____

Date: _____