



City of Kirkland

Request for Qualifications

Construction Management/Inspection Services

for the

NE 124th St/124th Ave NE Pedestrian Bridge

(Totem Lake Non-Motorized Bridge)

Job # 63-19-PW

Issue Date: December 9, 2019

Due Date: December 30, 2019 – 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:

Construction Management/Inspection Services for the NE 124th St/124th Ave NE Pedestrian Bridge

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

Qualifications received later than **4:00 p.m. December 30, 2019 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 9th Day of December 2019.

INTRODUCTION

The City of Kirkland is seeking qualifications from qualified firms to provide construction management and inspection services for the Totem Lake Connector Bridge project in the Totem Lake area of Kirkland, WA. Construction activities include site clearing and grading, construction access, shaft drilling, construction of supports, fabrication of structures, site restoration, mitigation plantings, and other activities. Federal funding was used in design and certain federal funding guidelines and documentation will be followed, utilizing the WSDOT Local Area Guidelines. The length of construction and close-out activities is expected to span 24 months.

This Request for Qualifications (RFQ) describes the project, anticipated scope of services, project milestones, consultant selection process, and minimum information that must be included in the qualifications. Failure to submit information in accordance with these requirements may result in disqualification.

1. PROJECT BACKGROUND

Kirkland's Totem Lake Connector Bridge project will construct an 800-foot long elevated concrete and steel non-motorized bridge with mechanically-stabilized earthen approach embankments, across the busy NE124th St/124th Ave NE/Totem Lake Blvd intersection. The purpose of the bridge is to provide an over-grade crossing connecting the two ends of the Cross Kirkland Corridor, which currently terminate on each side of this intersection.

The bridge design engineering is being led by COWI North America and is planned for construction advertisement and bidding in early 2020 with an estimated construction cost of \$10 million.

The city is seeking a qualified firm to provide construction management services including but not limited to; overall project management, resident engineering, daily construction inspection, fabrication inspection and testing, special inspections (welding, painting, other), document management and other services needed for a complete and successful project.

The city's design engineering firm will provide services during construction including, but not limited to; structure shop drawing review and processing, change-order review and assistance, RFI response and assistance and preparation of record drawings. Geotechnical engineering services including RFI response and assistance, testing and geotechnical construction observation shall be provided by COWI's sub-consultant, GeoEngineers.

2. GENERAL INFORMATION

The city is requesting qualifications which shall include at a minimum the tasks outlined in the RFQ. The construction management firm shall assemble a multi-discipline team and provide one lead, the Consultant Project Manager (PM), who shall bear overall responsibility for all construction management services and who will report directly to the City Project Manager.

Sub-consultants under direct contract to the construction management firm may furnish required tasks not available in-house. All such sub-consultants shall be identified in the qualifications. The Firm shall only utilize services and personnel possessing qualifications, experience and expertise required to perform the assigned tasks.

All work shall comply with the requirements of federal, state and local laws, city requirements, professional engineering standards and practices, industry best-practices and other permit requirements and regulations specific to this project.

The city's previously selected design engineering firm will typically provide the following services during construction, related to structure design:

- Shop drawing review and processing of structural elements
- Request for Information (RFI) review and support of structural elements
- Change order review and support
- Preparation of as-constructed drawings (with assistance)
- Attendance at field meetings

Much of the work will occur during daylight hours. It is expected that setting of the road-crossing spans will occur during full nighttime closure. Other city and private projects may be occurring in the area and coordination may be required as-needed.

3. GENERAL SCOPE OF WORK

3.1. Project Coordination Services

The Firm shall designate a Project Manager (PM) who will be responsible for the following general tasks and services. The PM shall ensure appropriate staff and resources are available to adequately provide the services herein.

- 3.1.1. The PM is to maintain ongoing interaction, coordination and communication with the City PM, the Contractor, and the Design Engineer.
- 3.1.2. Prepare a monthly report to the City on the progress of the work, any significant changes in scope of work, cost or schedule. Narrative shall be organized by individual project component cost and budget.

- 3.1.3. Provide monthly invoices by project component that identifies each individuals monthly hours. Provide supporting invoices for direct and subcontracted costs.
- 3.1.4. Coordinate with the City and the Contractor for scheduling various construction activities, traffic impacts, material deliveries, and other activities as-needed.

3.2. Resident Engineering

The Consultant shall provide Resident Engineer(s) (RE) that will be responsible for the tasks and services indicated herein. Work shall be conducted by a Washington State licensed Engineer. The RE will report to the Consultant PM and at times to the City PM. Office space will be provided by the contractor through the construction contract requirements.

3.3.1. Pre-Construction Services

The RE will attend the construction kick-off meeting, receive, process and review submittals and RFI's. Although the Design Engineer will respond to the majority of the RFI's, the RE should plan to provide direct responses for up to 50 RFI's.

3.3.2. Document Control

Document all relevant project communications and promptly distribute to the city and applicable parties. Maintain accurate records and documentation and implement and maintain a document control system. The RE will collect and compile all operations, maintenance manuals, and product literature from the contractor or suppliers. Assist the Design Engineer with assembling and drafting a complete maintenance and operation manual. All original project documents and final project reports shall be furnished to the City in an organized submittal within 60 days of the Construction Notice of Completion. These documents and reports shall also be furnished in electronic format.

3.3.3. Project Correspondence

Maintain field memoranda, transmittals, updated schedules, logs of shop drawings and other submittals, logs of RFI's, change orders, non-conforming work, progress payment requests, progress meeting notes and reports, daily inspection reports and all other project documentation.

3.3.4. Construction Progress Reports

Monthly progress reports shall be prepared and submitted to the City and shall include the following:

- 3.3.4.1. A summary of the prior month main accomplishments and current construction activities.
- 3.3.4.2. Overall description of contractor performance and adherence to contract schedule and quality requirements.
- 3.3.4.3. Identification of key progress problems, action items and issues along with recommendation for solutions.
- 3.3.4.4. Daily photographs of representative project activities with descriptions provided in electronic format.

3.3.5. Construction Progress Meetings

Schedule and lead weekly construction progress meetings with the Contractor and city PM. Provide meeting agendas and discuss the schedule, near-term activities, submittals, RFI's, change orders and any other issues that need resolution. Prepare minutes of the meetings with identified action items. Distribute minutes to the attendees within two working days and include the minutes in the monthly progress reports.

3.3.6. Interpret Plans and Specifications

- 3.3.6.1. Inspect construction activities to ensure that the work is in accordance with the contract documents and applicable regulatory requirements.
- 3.3.6.2. Receive and create a log for all Contractor RFI's and submittals. The RE shall make every effort to review and respond to RFI's and submittals prior to involving the Design Engineer. If the RE is unable to respond to an RFI, then they shall immediately transmit to the Design Engineer or city PM. The RE shall then monitor the review time to ensure it does not exceed the contractual time limits and then after receiving a response from the Design Engineer, immediately transmit the information to the Contractor and other interested parties.
- 3.3.6.3. Lead resolution of day-to-day construction issues raised. Coordinate with Inspectors, Design Engineer, Contractor and City PM as required to reach resolution.
- 3.3.6.4. Obtain and maintain key specification reference standards including: local and regional specifications, codes, standards, publications, regulations, applicable permitting criteria from local, state, and federal agencies, standard drawings and specifications of local agencies, and related documents as referenced in the contract documents and as required to

perform the work. Make such documents available for review to the contractor and other interested parties.

3.3.7. Contractor Change Orders and Disputes

- 3.3.7.1. Identify, prepare, log and monitor all potential contract change orders, extra work and disputes.
- 3.3.7.2. Resolve scope of extra work and changes to the contract with the contractor and the city.
- 3.3.7.3. Prepare written justification, schedule impact, and cost estimates for each change order and negotiate costs with the contractor. Submit recommended change orders to the city for review prior to finalization.
- 3.3.7.4. Assist and support the city in analyzing, responding to, negotiating, and resolving any disputes. The RE shall report verbal and written disputes to the PM who will then contact the city PM and coordinate all responses with them.

3.3.8. Inspection Reports

Review daily inspection reports for accuracy and completeness in documenting the contractor's work and for potential change order items or deviations from the contract documents.

3.3.9. Payment Requests

Review contractor's monthly payment request with the project inspector(s). Provide a preliminary payment request for review to the city PM prior to submittal of the final monthly payment request.

3.3.10. Special Testing

Provide appropriately qualified/certified personnel and required specialty equipment for all testing and inspection. This should include but will not be limited to materials, reinforcing, soils, subgrade, compaction, welding, painting, special inspection and observation of structures, and factory/manufacture witness testing. Coordinate with the Design Engineer to ensure that all required/needed inspections and special inspections are included.

3.3.11. Record Drawings

Coordinate the tracking of record drawings. Review the contractor's record drawings with inspectors on a monthly basis. Ensure record drawings identify

RFI's, shop drawing revisions, change order modifications, etc. and are updated weekly. Submit record drawings at completion of the project to the Design Engineer. Hold monthly record drawing review meetings with the city PM and the contractor prior to submittal of the monthly progress payment.

3.3.12. Schedules

Review contractor's baseline and monthly Critical Path Method (CPM) schedules. Identify any schedule slippage and suggest actions to resolve.

3.3.13. Project Close-Out

- 3.3.13.1. Prepare detailed project punch-lists at substantial completion of the project. Coordinate the correction of deficiencies and schedule, coordinate and conduct a final walk-through prior to acceptance of the work with a team consisting of the Design Engineer, City Project Manager, City Operations and Maintenance Department personnel, and others as directed by the city project manager.
- 3.3.13.2. Check and submit final progress payment requests from the contractor following filing of the Notice of Completion.
- 3.3.13.3. Review and certify the contractor's project record drawings are complete and accurate.
- 3.3.13.4. Compile and submit operation and maintenance manuals, instruction manuals, parts lists, spare parts, and warranties for equipment. Collect relevant data and information from the contractor and material/equipment suppliers and assist the Design Engineer in developing a comprehensive O&M Manual.
- 3.3.13.5. Prepare a final executive summary report which provides a complete overview of the contract, contractor's performance, accomplishments, a comparison of preliminary and final project costs, cash flows, schedules, and recommendations for alleviating future design, construction management, and construction problems experienced on the project, 60 calendar days from the filing of the Notice of Completion.
- 3.3.13.6. Furnish all original project documents and final project reports to the City within 60 calendar days following filing of the Notice of Completion. Project documents shall be delivered to the city in a form and fashion acceptable to the city. Deliver the original project documents in storage boxes with all documents labeled in accordance with the established project filing system and in standard file folders. Files are to be placed into boxes by sequential file number. Prepare a sheet for each box listing

the contents. Scan or otherwise provide all project files, reports, logs and all other project documents in electronic format. Deliver the electronic files and documents created during the project on CD or DVD (three copies) labeled with the project name.

3.3.14. Site Safety and Clean-Up

The RE will observe site safety and report any deficiencies or unsafe conditions to the contractor for immediate resolution, ensuring that corrective action is taken. The RE shall conduct daily site walks to ensure a clean, orderly and safe worksite. The RE/Inspector shall be on site during final clean-up and demobilization to ensure all impacted road surfaces and other existing facilities are restored/completed to the satisfaction of the city and city maintenance personnel.

3.3. Perform Construction Inspection Duties

3.3.1. Construction Inspection

Provide inspection by qualified/certified inspectors to ensure that the Contractor's work complies with the contract documents. Inspectors shall be knowledgeable in the area assigned. Prepare daily reports of construction activities including weather conditions, Contractor's equipment and labor, work performed, materials used, site visitors, note delays in work and the reasons for the delays, and deficiencies. Prepare daily reports of deviations and non-conformance to the specifications and provide timely response. Perform technical inspection at the jobsite or off-site of materials and workmanship in accordance with the contract documents. The inspector(s) may not authorize extra work or approve work that deviates from the contract documents.

4. **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):

Advertise RFQ:	Week of December 9, 2019
Questions Due:	December 20, 2019 (EOB) (responses by 12/24)
Qualifications Due Date:	December 30, 2019
City Review of Qualifications:	Week of January 6, 2020
CM Contract Award:	Week of January 20, 2020
CN Contract Award (est.)	April 2020

5. ELEMENTS OF QUALIFICATIONS

Please include the following in your qualifications:

1. Cover letter.
2. Scope of Work, a detailed discussion of the firm's approach to the project, a breakdown and explanation of the project tasks, and estimation of hours for the Consultant Construction Management Services, and documentation of the firm and subcontractor's qualifications for the scope of work. The submission shall be limited to no more than twenty (20) single-sided pages with type no smaller than 11-point font. The twenty-page limit excludes the cover/back, cover letter, table of contents tabs/dividers, executive summary and resumes.
3. Project team description (with resumes of key personnel), briefly emphasizing experience and capabilities of key team members as related to the outlined scope of work. Indicate the estimated number of hours and percentage of time each member will contribute. Include the home office and location of each team member.
4. Representative project experience, including a brief description of the work performed, the period in which the work was performed, the contract value, and client contact information including name, address and phone number.

6. SELECTION PROCESS

Selection of the consultant will be based on the qualification contents, prior experience of the firm, and specific experience and capabilities of the designated project team members. The team members should be competent in all areas outlined in the scope of work.

Based upon this information, city staff will recommend a firm for negotiations and award. If, after negotiation and consideration, the City is unable to reach an acceptable agreement with the top-ranked firm, they will terminate negotiations with the top ranked firm and, at their sole discretion, may: enter into negotiations with the second-ranked firm; withhold the award for any reason; elect not to proceed with any of the proponents; or re-solicit new submissions.

The selected firm must be able to begin work immediately and must be able to sustain the required level of effort throughout the entirety of the project.

The evaluation criteria listed in the Qualification Evaluation Form (Exhibit A) will be used to evaluate each consultant. Phone interviews will be conducted with responding firms.

7. PRE-SUBMITTAL ACTIVITIES

1. Questions Concerning Request for Qualifications

All questions concerning the RFQ should be submitted in writing (email acceptable) to:

City of Kirkland Public Works
Attn: Aaron McDonald, P.E.
123 5th Avenue
Kirkland, WA 98033
amcdonald@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 December 30, 2019**. The final sealed submission shall include five (5) hard-copies and one electronic qualifications submission in PDF format. The packaging shall be clearly labeled:

- Qualifications for Construction Management Services for the Totem Lake Connector Bridge Project
- Job number: 63-19-PW
- Submittal Date
- Attention: Greg Piland

4. Material Available for Review

Material available for review will be posted to the city website and includes:

- Structural Plans (draft)
- Civil Plans (draft)
- Electrical Plans (draft)
- Geotechnical Boring Info
- Specifications (draft)
- Bid Schedule (draft)

8. 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 use either the WSDOT Consultant Contract, or the city Professional Services Agreement (to be determined at a later date).

7. Insurance Requirements

Will be as-stated in the form of contract selected (to be determined at a later date).

8. 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.

CITY OF KIRKLAND PROPOSAL EVALUATION FORM

Project:

Proposing Firm: _____

Reviewer: _____

Criteria	Weighting (%)	Score (100)	Weighted Score	Comments
Approach to Work	25			
Work Plan and Schedule	15			
Project Experience	20			
Project Team	25			
Record of Success	15			
Total	100			

Scoring:

- 100 = Excellent
- 85 = Above Average
- 75 = Average
- 65 = Below Average
- 50 = Poor