

**Request for Qualifications Information:**

**RFQ Number:** 16-C1625

**RFQ Title:** Completion of Juanita Drive Pedestrian and Bicycle Improvements Project (Kenmore CIP Project T-41) Design, Permitting, Right-of-Way and Construction

**Date Issued:** Wednesday, December 7, 2016

**Contact Person:** Kent Vaughan

**Email Address:** kvaughan@kenmorewa.gov

**Backup Contact Person:** Kris Overleese

**Email:** koverleese@kenmorewa.gov

**Submittals Due:** Wednesday, December 21, 2016 (no later than 5:00 p.m.)

**Date of Publication:** Daily Journal of Commerce, Wednesday, December 7, 2016; Seattle Times, Thursday, December 8, 2016.

**Submit Qualifications to:**

**Physical Address:** City of Kenmore  
Front Desk, Floor 1  
Attn: Kent Vaughan, PE  
18120 68<sup>th</sup> Ave NE  
Kenmore, WA 98028

**Mailing Address:** City of Kenmore  
Attn: Kent Vaughan, PE  
PO Box 82607  
Kenmore, WA 98028

## Section 1 - General Information

### **NOTICE:**

Notice is hereby given that the City of Kenmore, Washington (the City) seeks Statements of Qualifications (SOQ) in response to this Request for Qualifications No. 16-C1625. A SOQ submitted in response to RFQ #16-C1625 must be filed with the City at the physical address noted below by December 21, 2016, no later than 5:00 p.m.

### **SCOPE OF SERVICES:**

The City of Kenmore is requesting Statements of Qualifications (SOQ) from interested and qualified engineering firms to complete the following capital project by providing professional engineering services that may include (but not limited to): design, survey, geotechnical testing and evaluation, subsurface utility exploration, PS&E development, traffic engineering and analysis, surface water low impact design, wall design, utility coordination and design, permitting, right of way acquisition, environmental review (SEPA and NEPA) and documentation, critical area delineation, arborist review, cultural resources review, public outreach, construction management, engineering services during construction, construction inspection and documentation management, materials testing, grant applications and Council reports/updates.

### **CAPITAL PROJECT:**

**Kenmore CIP Project T-41 Juanita Drive NE Pedestrian and Bicycle Improvements (herein referred to as Juanita Drive Project):**

Project Description: The Juanita Drive project will add sidewalks to the east side of Juanita Drive and buffered bike lanes on both sides of the street from NE 170<sup>th</sup> Street (Simonds Road) to the southern city limit (1.5 miles). Project components include roadway widening, left turn pocket review and modification, retaining walls, storm drainage (traditional and low impact), utility coordination and relocation, lighting, landscaping, and channelization improvements. Right-of-way acquisition services will be required.

Design: Pre-design report was completed in 2012 and will be available for viewing on the City's website at [www.kenmorewa.gov/contractingandconsulting](http://www.kenmorewa.gov/contractingandconsulting).

Permitting: SEPA / NEPA and critical areas report needed. Local permitting would likely include critical area review for wetland and stream buffer impacts and tree management.

Right-of-Way: Right-of-way services will be required.

Schedule: Dependent on funding. Estimated Design 2017-19; Estimated Construction 2020-21.

Funding: The project budget is estimated to cost \$12.7M. Five (5) million dollars in project funding has been secured through the City of Kenmore's Walkways and Waterways bond measure which passed in November 2016. The City intends to secure grants to fund the remainder of the project.

### **DURATION OF SERVICES:**

The term of the work is estimated to extend from January 2017 to December 31, 2021 (the City reserves the right to extend). The Contract(s) resulting from this RFQ shall remain in

effect until completion and final payment of the services described in the Contract, unless terminated earlier in accordance with the City's contractual policies.

**RFQ SCHEDULE:**

(These dates are estimates and subject to change by the City)

Event	Date
RFQ Release	December 7, 2016
Consultant Questions Due	NA
Responses to Consultant Questions	NA
Submittals Due	December 21, 2016
Consultant Evaluation Complete	January 4, 2017
Announce Short-Listed Consultants	January 5, 2017
Interviews	January 12, 2017
Selection and Notification	Late January

**QUALIFICATIONS:**

This project will require the firm/team to have the following qualifications:

- Experience with similar multi-modal municipal corridor improvement projects;
- Ability to complete 30% plans, specifications and estimate for the project by December 2017;
- Project manager who is able to work without significant guidance, has strong technical background with similar type municipal corridor projects, and is able to effectively communicate technical information to the project stakeholders, community, and Council;
- Demonstrated structural wall design experience;
- Demonstrated storm drainage and low impact development (LID) design experience;
- Demonstrated coordination and design experience with street projects involving multiple utilities.

**SUBMITTAL REQUIREMENTS:**

Responses to this RFQ must include the following:

- Statement of Qualifications limited to 6 single sided pages (not including information below);
- A completed and signed Non-Collusion Affidavit form (Attachment A);
- A completed and signed Affidavit of Equal Opportunity & Title VI Compliance form (Attachment B).

REQUIRED NUMBER OF SOQ's: 5 bound, electronic copy on disc (.pdf).

**EVALUATION PROCEDURES:** Submittals will be evaluated by the Selection Committee. The Selection Committee will consider the completeness of a Consultant's submittal and how well the qualifications meet the needs of the City. In evaluating the submittals, the City will be using a criteria evaluation process. All submittals will be evaluated using the same criteria and possible points.

**EVALUATION CRITERIA:**

Submittals will be evaluated by City staff based upon the responsiveness of the submittal to this RFQ. Evaluations will be based on criteria outlined herein, which may be weighted by the City in any manner it deems appropriate. Interviews will be held with

selected Consultants based on an evaluation of the Qualifications. All submittals will be evaluated using the same criteria and weighting.

Evaluations of submittal packet will be based on the criteria listed below:

- Project manager's demonstrated ability to effectively manage multi-disciplinary corridor projects with numerous stakeholders (40 points);
- Team's structural wall design experience (15 points);
- Team's storm water management and Low Impact Development (LID) design experience (20 points);
- Team's knowledge of Federal Aid requirements including ADA regulations (15 points);
- Team's internal QA/QC process (10 points).

The City reserves the right to interview as many firms as it wishes. Should the City interview, the criteria for the evaluation will be:

- Demonstrated technical ability to perform the work as identified in the RFQ submittal (60 points)
- Team experience working together on similar projects (30 points)
- Demonstrated effective QA/QC process and ability to communicate project progression/earned value (10 points)

**QUESTIONS:**

Telephone calls or any other inquiries seeking additional information about the work included in this request will NOT be accepted or returned.

**CODE OF CONDUCT POLICY - COMPETITIVE SOLICITATIONS:**

**Definitions:**

Solicitations: method of acquiring goods, services, and construction for public use in which offers are made to the City between two or more sources. Typical documents used by the City are titled: Invitation to Bid, Invitation to Quote, Request for Proposals, Request for Qualifications Request for Information, or any other method of obtaining competitive offers.  
Blackout Period: The period between the time a solicitation is issued by the City and the time the City awards the contract.

Lobbying: The attempt to persuade or influence any City employees, officials, or representatives responsible for reviewing, evaluating, ranking or awarding the work or contract for goods or services for or against any solicitation; provided, however, that lobbying shall not include the submission of required materials in direct response to the solicitation according to the instructions to respondents in such solicitation.

**CONDUCT OF PARTICIPANTS:** After the issuance of any solicitation, all bidders, proposers, contractors, consultants or individuals acting on their behalf are hereby prohibited from lobbying any City employee, official or representative at any time during the blackout period.

**SANCTIONS:** The City may reject the submittal of any bidder, proposer, contractor and/or consultant who violates the policy set forth herein.

**REJECTION OF SUBMITTALS:** The City reserves the right to reject any and all submittals 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 Consultants in the preparation and submission of their Statement of Qualifications. Furthermore, the RFQ does not obligate the City to accept or contract for any expressed or implied services.

**RFQ ADDENDUMS:** The City reserves the right to change the RFQ schedule or issue addendums to the RFQ at any time. The City also reserves the right to cancel or reissue the RFQ. All such addenda will become part of the RFQ. In the event that it becomes necessary to revise any part of this RFQ, the City will issue the addenda on the City's website ([www.kenmorewa.gov/contractingandconsulting](http://www.kenmorewa.gov/contractingandconsulting)). It is the Consultant's responsibility to confirm as to whether any addenda have been issued.

**QUALIFICATION MODIFICATION & CLARIFICATIONS:** The City reserves the right to request that any Consultant clarify its submittal or to supply any additional material deemed necessary to assist in the evaluation of the submittal.

Modification of a submittal already received will be considered only if the request is received prior to the submittal deadline. All modifications must be made in writing, executed and submitted in the same form and manner as the original submittal.

**EXCEPTIONS:** If Consultant(s) takes exception to any term or condition set forth in this RFQ and/or any of its Exhibits and Attachments (including Insurance Requirements), said exceptions must be clearly identified in the response to this RFQ. Exceptions or deviations to any of the terms and conditions must not be added to the SOQ pages but must be submitted in a separate document accompanying Consultant's SOQ identified as "Exceptions." Such exceptions shall be considered in the evaluation and the award processes. The City shall be the sole determiner of the acceptability of any exception.

**QUALIFICATION SIGNATURES:** An authorized representative must sign submittals, with the Consultant's address, telephone and email information provided. Unsigned submittals may not be considered.

**CONTRACT AWARD:** The City reserves the right to make an award without further discussion of the submittals. The Consultant selected as the apparently successful Consultant will be expected to enter into a contract with the City. The City shall not be bound, or in any way obligated, until both parties have executed a contract. No party may incur any chargeable costs prior to the execution of the final contract.

The City reserves the right to award multiple contracts to multiple Consultants for this scope of service if it is in the best interest of the City, or use a contract different from the sample City contract.

## **SECTION 2**

### **TERMS & CONDITIONS**

**EQUAL OPPORTUNITY EMPLOYMENT:** The successful Consultant(s) must comply with the City of Kenmore equal opportunity requirements. The City of Kenmore is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality, disability or sexual orientation.

**TITLE VI:** It is the City of Kenmore's policy to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities.

**INSURANCE REQUIREMENTS:** The selected Consultant(s) shall maintain insurance that is sufficient to protect the Consultant's business against all applicable risks, as set forth in the City's Standard contract (available upon request).

**INDEMNIFICATION:** The selected Consultant will be required to indemnify the City in the manner identified in the City's Standard contract (available upon request).

**BUSINESS REGISTRATION AND TAXATION:** The Consultant(s) awarded the contract will be subject to City of Kenmore Business Registration and Business Taxation as presented in the Kenmore City Code.

**NON-ENDORSEMENT:** As a result of the selection of a Consultant to supply products and/or services to the City, Consultant agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

**NON-COLLUSION:** Submittal and signature of an SOQ swears that the document is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the Consultant has not induced or solicited others to submit a sham offer, or to refrain from proposing.

**COMPLIANCE WITH LAWS AND REGULATIONS:** In addition to nondiscrimination and affirmative action compliance requirements previously listed, the Consultant(s) 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.

**OWNERSHIP OF DOCUMENTS:** Any reports, studies, conclusions and summaries prepared by the Consultant shall become the property of the City.

**CONFIDENTIALITY OF INFORMATION:** All information and data furnished to the Consultant by the City, and all other documents to which the Consultant's employees have access during the term of the Contract, shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

**ATTACHMENT "A" : City of Kenmore Non-Collusion Certificate**

STATE OF \_\_\_\_\_ )

ss.

COUNTY OF \_\_\_\_\_ )

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in the preparation and submission of a proposal to the City of Kenmore for consideration in the award of a contract on the improvement described as follows:

RFQ #16 – C1625

\_\_\_\_\_

(Name of Firm)

By: \_\_\_\_\_

(Authorized Signature)

Title: \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of 2016.

Notary Public

CORPORATE SEAL:

## ATTACHMENT "B" : Affidavit of Title VI Compliance

### Assurances for Consultants, Contractors, Subcontractors, Suppliers and Manufacturers

- **Compliance with Regulations:** The Consultant shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- **Nondiscrimination:** The Consultant, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- **Solicitations for Subcontracts, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.
- **Information and Reports:** The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Kenmore or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the City of Kenmore or the Washington State Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- **Sanctions for Noncompliance.** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the City of Kenmore and the Washington State Department of Transportation shall impose such contract sanctions as it, or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to the Consultant under the contract until the contractor complies, and/or;
  - b. Cancellation, termination, or suspension of the contract, in whole or in part.

**Incorporation of Provisions.** The Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontractor or procurement as the

City of Kenmore or the US Department of Transportation, Federal Highway Administration, may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the City of Kenmore enter into such litigation to protect the interests of the City and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

**CITY OF KENMORE  
AFFIDAVIT OF EQUAL OPPORTUNITY & TITLE VI  
COMPLIANCE**

**RFQ 16-C1625**

\_\_\_\_\_ certifies that:  
Consultant

- 1. If necessary to recruit additional employees, it has:
  - a. Notified relevant minority and women’s organizations, or
- 2. In sourcing subcontract work for trades listed above, it has notified in writing appropriate minority and women contractors of bids for subcontract work.
- 3. It will obtain from its subcontractors and submit upon request, an Affidavit of Equal Opportunity Compliance as required by these bid documents.
- 4. It has provided a written statement to all new employees or subcontractors indicating its commitment as an equal opportunity employer.
- 5. It has considered all eligible employees for promotion or advancement when promotion or advancement opportunities have existed.

By: \_\_\_\_\_  
*(authorized signature)*

Title: \_\_\_\_\_

Date: \_\_\_\_\_