



# City of Seattle

## REQUEST FOR QUALIFICATIONS Consultant Contract

**Title: 17-096 Waterfront Construction Management Services**

### Procurement Schedule

**Table 1: Procurement Schedule**

Schedule of Events	Date/Time
Solicitation Release	October 4, 2017
<b>Pre-Submittal Conference Seattle Municipal Tower, Room 3832</b>	<b>11:00 a.m. October 12, 2017</b>
Deadline for Questions	October 23, 2017
Answers to Questions Posted	October 26, 2017
<b>Submittals Due to The City</b>	<b>4:00 p.m. October 31, 2017</b>
Notification of Shortlisted Firms	November 13, 2017
Interviews	November 29 -30, 2017
Interviews 2 <sup>nd</sup> Round (if necessary)	December 6, 2017
Announcement of Successful Proposer	December 11, 2017
Anticipated Negotiation Schedule	December 11, 2017 - January 12, 2018
Anticipated Contract Execution	January 15-26, 2018
Anticipated Notice To Proceed	January 29, 2018

*The City reserves the right to modify this.  
Changes will be posted on the City website or as otherwise stated.*

**Procurement Contact Information**

Procurement Contact: Beth Lofton, Contract Specialist, [Beth.Lofton@Seattle.gov](mailto:Beth.Lofton@Seattle.gov)  
phone: 206-684-5182 or  
Pamela Garcia, Contract Specialist, [Pamela.Garcia@Seattle.gov](mailto:Pamela.Garcia@Seattle.gov), phone: 206-684-5009

**Table 2: Delivery Address**

**It is important to use the correct address for the delivery method you chose.**

Fed Ex & Hand Delivery - Physical Address	US Post Office - Mailing Address
Beth Lofton SDOT Contracts and Procurement Seattle Department of Transportation 700 Fifth Avenue, Suite 3800 Seattle, Washington, 98104	Beth Lofton SDOT Contracts and Procurement Seattle Municipal Tower P.O. Box 34996 Seattle, Washington, 98124-4996

Unless authorized by the Procurement Contact, no other City official or employee may speak for the City regarding this solicitation until award is complete. Any Proposer contacting other City officials or employees does so at Proposer’s own risk. The City is not bound by such information.

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## 1. Purpose and Background.

The City of Seattle Office of the Waterfront is soliciting requests for Qualifications from experienced firms to provide Construction Management (CM) Services for the Waterfront Program of Projects.

The Waterfront Program is a series of capital projects undertaken by the City of Seattle in partnership with the community to transform the City's downtown waterfront. The Program is led through a collaborative effort between the departments of Planning and Community Development, Parks and Recreation, and Transportation to create a vibrant Seattle and a waterfront for all.

The projects collectively include all elements of major transportation infrastructure projects including, but not limited to utilities (water, sewer, storm, GSI, signals, ITS, lighting, electrical transmission and distribution); roadway (concrete and asphalt pavements, curb, gutter, sidewalks, driveways); structural (retaining walls, bridges, foundations and varied material types); landscaping; one-of-a-kind urban design elements; signing and striping; temporary traffic control and infrastructure; environmental monitoring systems; complex sequencing; and coordination with multiple other public and private nearby construction projects and other project stakeholders both adjacent to and interested in the projects.

The City seeks a programmatic CM team to manage CM services for all contracts in a cohesive, programmatic manner. The Consultant contract is estimated to be in the range of \$30-40M and may be phased.

Major projects in the Waterfront Program seeking services under this solicitation include (approximate Engineer's Estimates):

- 13.8kV Network Relocation (\$3-5M)
- Building Demolition (\$100k)
- Alaskan Way Main Corridor and Utility Work (\$175-200M)
- Union Street Pedestrian Connections (\$5-10M)
- Pike/Pine Streetscape Improvements (\$10-15M)
- Overlook Walk (GCCM estimated TCC \$40-60M)
- Waterfront Park (\$8-10M)
- Pioneer Square Streets Improvements (\$8-10)
- Bell Street (TBD)

A draft Org Chart of expected roles is included in this solicitation for your use. Key personnel are noted and may not be changed without prior authorization from the City.

Also attached for reference is a draft schedule of major projects in the Program.

## 2. Performance Schedule.

The City expects to execute a contract according to the timeline listed on Page 1 and the period of performance is expected to last approximately 6 years (2023). The contract may be phased. If phased, initial phase may be between \$1-40M with future phases being between \$5-20M each. The total contract value, including amendments is listed in Section 1.

### 3. Solicitation Objectives.

The City expects to achieve the following outcomes through this consultant solicitation:

Assemble a skilled consultant team that has a strong record and experience in construction management that will lead the Waterfront Program of projects to successful completion through dependable, responsive, proven, and expert services.

Assemble a team with a proven track record in mega-project construction management and the ability to utilize resources efficiently.

Assemble a team with a deep commitment to the goals of the Waterfront Program including quality workmanship, accuracy, positive attitude, technical prowess, and the ability to adapt to and manage change.

Maintain our commitments to the stated WMBE goals and foster the professional growth of WMBE firms.

### 4. Minimum Qualifications.

Minimum qualifications are required for a Consultant to be eligible to submit a proposal response. Your submittal response must show compliance to these minimum qualifications. Those that are not responsive to these qualifications shall be rejected by the City without further consideration:

Lead firm shall demonstrate experience in CM services as a primary business service since at least 2010.

The CM team shall demonstrate experience in CM services for at least two \$50M construction contracts, or one \$100M construction contract in the past 7 years.

Construction Engineer (CE) must have experience on a minimum of one (1) project in excess of \$50M in construction contract amount as either the Resident Engineer (RE) or the CE in the past 7 years.

Resident Engineer for the Main Corridor Project must have experience as a RE or CE on at least two (2) \$30M construction contracts in the past 7 years.

The RE for Overlook walk must have prior experience as an RE or CE for a GCCM project for a public agency.

The CM team shall assemble an integrated team that collectively has experience in ALL the following areas of work amongst Key Personnel:

- Roadway construction
- Bridge construction
- Construction in a confined, linear environment with business access maintained

- Water, sewer, storm, and electrical utility work
- Urban design inspection and coordination with architects and urban designers
- Environmental permits including: Shoreline Permit, NPDES, EIS
- Construction progress payments with multiple fund sources

## 5. Scope of Work.

Consultant shall act as the Owner's Representative with other City departments, Contractors, designers, other public agencies, property owners, and utilities.

**Key Personnel** are identified as the Construction Engineer (CE), Resident Engineer(s) (RE), Office Engineer, Discipline Leads, and Finance/Funding Control & Reporting lead.

Construction Engineer, Resident Engineer(s), Discipline Leads, and inspectors (at least 2 HazMat certified) are required. Staff shall have ample experience in construction inspection services and in disciplines specific to the projects including; structural concrete including cast in place and precast elements; structural foundations (drilled shafts, soldier piles, etc.); civil/structural (earthwork, paving, drainage); utilities including replacement, relocation and protection, some including deep excavations below the water table (CSO reconstruction), water (waterline replacement/relocation), drainage, electrical (traffic signal, street lighting,); traffic control including management of temporary fencing, wayfinding signs, and temporary installations; landscaping, striping and urban design elements. Inspection services requirements will vary and many are unique to the individual project and all Consultant team members will be required to study and understand the unique requirements of each project. The Consultant team shall also demonstrate clear knowledge and familiarity with the City of Seattle Standard Specifications and Drawings, Seattle City Light Construction Standards and other industry and local government standards. Familiarity with SDOT standard construction management practices (Construction Administration Manual) is desired. GCCM experience in the Resident Engineer is required for Overlook Walk. Inspection is required at all times when work is taking place. For shift work, Consultant team shall designate lead on-site representatives with clear communication between day shift/night shift and weekday/weekend shift changes so information is transferred effectively. Daily reporting of construction activities is required.

Some Construction Management Services may be contracted separately and /or provided by the owner. Owner provided services include public outreach, oversight in environmental permitting, design services during construction and material testing for quality assurance. Both public and private utilities may self-perform components of work on their infrastructure. The Consultant team will hold the primary responsibility of coordinating third party construction management services. The Consultant shall include the teams experience in any of these fields for consideration by the Owner. Should the Owner elect to supplement all, or portions of, the specialty inspection through other contracts or its own resources, the selected CM team will be required to coordinate with the owner's provided team and shall be responsible for the document control for these specialty inspection items.

An Environmental Compliance Manager is required for this project due the multitude of environmental permits and commitments. The Environmental Compliance Manager shall be

required to maintain and update the commitments log initially provided by the Owner and monitor compliance by the Contractors. Although the Contractor will hold the responsibility of completion of the work in compliance with the Contract Documents (and thus the included permit commitments), the Owner retains ownership of many critical permits and is accountable to the permitting agencies. This person in this role will interact regularly with the Contractor's equivalent position and may be required to provide regular reports as requested by permitting agencies. This scope may also include sampling, monitoring, and reporting beyond what is required of the Contractor within the Contract Documents, and also includes review of data and reports provided by the Contractor for submission to permitting agencies.

The Consultant team will be required to manage, track, document and invoice expenses broken down by project, and further divided within projects by fund sources and reimbursable entity such as WSDOT, SPU and SCL. Data must be broken down in a sufficient level of detail to prepare report by project and fund source and program-wide.

### **Program-wide management**

A draft organizational chart is provided. The Consultant may propose alternate organizational structure however the presence of 1 programmatic CE is required.

The Consultant team will be required to manage, track, document and invoice expenses broken down by project, and further divided within projects by fund sources and reimbursable entity such as WSDOT, SPU and SCL. Data must be broken down in a sufficient level of detail to prepare reports and forecasts of contract expenditures and consultant team expenditures both by project and program wide, as well as by fund source. Each project within the program maintains an individual budget for which contract and consultant costs will be invoiced against and the information provided by the CM team must be at a sufficient level of detail for each project team to assess budget status and remaining risk at the project level. CM team will be required to propose a management system for Owner review and approval.

Consultant team will be required to identify opportunities for program-wide efficiencies in submittals, records of materials, and subcontractor approvals for Owner review and approval.

Consultant team will be required to organize the Contract Administration Group in a manner that provides for consistent application of rules, standards, and practices for evaluation of change, and requests for extra compensation by the Contractors regardless of project and RE.

### **Pre-Construction**

In the pre-construction phase, the consultant shall:

- Set up project files, both electronic and hard copy, per the provided Construction Management Project File Structure.
- Electronic file management is required by a program such as Egnyte. Electronic file management must be able to be viewed by others if provided a link to a specific document or folder without having to create a username and password. Consultant shall be responsible for setting up and maintaining the electronic files consistent with the City structure.

- Review project plans, specifications, and funding splits, in preparation to administer the contract.
- Prepare and print agendas for the internal project kick-off meeting, attend the meeting, and take meeting minutes.
- Attend SDOT training for Field Construction Record (FCR), payment, and document control procedures.
- Prepare and print agendas for the pre-construction meeting, attend the meeting, and take meeting minutes. Ensure required submittals are provided by the Contractor at the pre-construction meeting if they haven't been submitted prior.
- Distribute pre-construction meeting minutes to attendees.

## **Construction**

- Administration of Contractor progress payments in coordination with SDOT Office Engineering staff including:
  - Measurement and calculation of quantities of work-in-place also tracked by the appropriate funding source and in accordance with the terms of the applicable construction contract.
  - Preparation of FCR's showing quantities and payment amounts for the current period as well as cumulatively for the contract-to-date, track Force Account (FA) work as required, and oversee and manage the documentation required for materials on hand (MOH)
  - Implementation and continuing operation of a control system to ensure that payments are accurate and funding is not exceeded.
- Oversight, inspection, monitoring, coordination, and documentation of Contractor's activities. Ensuring compliance with Project plans and specifications, facilitation of project activities requiring coordination and planning with King County Metro, Seattle Public Utilities, Seattle City Light, private utility companies and other public and private stakeholders in the completion of the work.
- Overall day to day construction management including coordination with City, Contractor, and other departments and stakeholders; review of agendas and minutes for weekly construction and pre-activity meetings as prepared by the Contractor; preparation of agenda and meeting minutes for internal Construction Management team meetings held without the Contractor; documentation of correspondence with Contractor, internal CM team representatives and public and private stakeholders; preparing monthly progress reports; monthly and quarterly budget reports; preparing draft summaries of weekly work to be incorporated into the department's bi-weekly Construction Report and monthly Council Reports; and preparing documentation for contractor monthly progress payments
- Review, tracking, analysis and comment of contractors' Baseline and ongoing schedules.
- Act as the Owner's Representative with other City departments, Contractors, designers, other public agencies, property owners, and utilities, including conducting meetings on behalf of the City as needed.
- Making technical interpretations of the drawings, specifications, and contract documents.

- Responses to or facilitating responses to requests for information (RFIs).
- Evaluation of design changes, design clarifications and other requested deviations from approved design and/or coordinate evaluations and interpretations with the appropriate authorities.
- Evaluate change, determine entitlement and/or potential schedule and budget implications, independently cost estimate requests for additional compensation in accordance with the applicable contract documents. Negotiate with the Contractor for final terms, prepare changer orders and associated back-up materials, obtaining owner review and concurrence prior to execution.
- Review Pay Requests, IDR's, Field Memo's, and other correspondence generated by the Contractor or other members of the CM team under separate contract with the Owner.
- Coordinate Owner provided or Owner Contracted material testing
- Photo documentation, of the work, titled by location and date. Perform precondition surveys of existing pier facilities or as directed both with video and photo.
- Coordination of final inspections, punch list inspections by work element and by season, and closeout activities.
- Maintain a full-size set of red-line asbuilt plans for the entire project, coordinate the inclusion of Contractor provided asbuilts and red-lines, and prepare intermediate submittals of red-line asbuilts to the City's design team for drafting and inclusion into subsequent projects and the SPU Records Vault. Submission of red-line asbuilts shall be a minimum of twice per year of construction and in accordance with SPU standards.
- Coordinate with the City provided public outreach team to inform the many heavily impacted stakeholders of construction impacts, provide broad area communication through website updates, other social media outlets press releases, monthly updates, and targeted stakeholder briefings
- Draft contractor reviews for Owner review and finalization.
- Coordinate with other private construction contracts along and near the projects.
- Demonstrate your depth of services and ability to balance staff throughout the various Phases of the project.
- For the Overlook Walk GCCM project:
  - Demonstrate an understanding of GCCM contracting, including knowledge of differences and similarities between Standard Public Works and GCCM, self-performed work limits, MACC contingency uses and buyout processes.
  - Review and provide recommendations to Owner for the use of MACC Contingency
  - Track drawing revisions in relation to MACC agreement documents (90%), 100% Issue For Construction Plans, and pre and post subcontract buyout revisions and evaluate cost impacts in relation to terms of the Contract Documents.
  - Lead the assembly of the Dispute Resolution Board including the recommendation of Board members to the Owner, facilitation of meetings, negotiation of contract rates, and document and implement decisions made by the Board.



- Scan, print, and file electronic and hard copies of project files per the SDOT CM Project File Structure. Ensure project files are up to date at all times.
- Prepare and print agendas for weekly progress meetings internally and with the Contractor, attend the meeting, and take meeting minutes. Distribute meeting minutes to attendees.
- Coordinate 360 Project Review meetings, attend meeting, take meeting minutes, and distribute minutes to attendees.
- Facilitate responses to requests for information (RFIs) and submittals, ensuring response timelines are met for both. Maintain RFI and submittal log to track status and responses.
- Distribution and filing of design changes, field memos, and other correspondence generated by the Contractor or other members of the CM team.
- Review and route executed Change Orders to the Contractor and applicable City staff.
- Ensure Inspector Daily Reports (IDRs), weekly statements of working days, and daily traffic control reports are completed regularly and in the file.
- Administration of monthly Contractor progress payments including:
  - Measurement and calculation of quantities of work-in-place also tracked by the appropriate funding source.
  - Review and creation of FCRs for accuracy and auditability.
  - Preparation of monthly Cost at Completion reports showing quantities and payment amounts for the current pay period as well as cumulatively for the contract-to-date.
  - Implementation and continuing operation of a control system to ensure that payments are accurate and funding is not exceeded.
- Distribute construction notices, including but not limited to the Notice to Proceed, Notice of Substantial Completion, Notice of Final Inspection, etc.
- Ensure a full-size set of red-line as-built plans are being maintained and regularly updated for the entire project.

### **Post-Construction**

After Physical Completion is issued, consultant may be asked to assist the owner's internal Office Engineer with the following:

- Prepare archive boxes to send to City storage and ensure files are complete.
- Assist with preparing and processing the final payment to the Contractor.
- Compile project IDRs and as-builts for submission to SPU.
- Other close-out activities and evaluation of project documentation for auditing purposes

This information helps submitters prepare a response to best meet City needs. SDOT has identified the following core functions in this scope of work:

- Construction management and inspection
- Construction contract administration, office engineering, document control and reporting
- Program-wide construction management

A core function is any element of a particular scope of work which SDOT is certain will be performed and completed through all phases of this Contract. Consultants shall focus on the core functions when developing meaningful and realistic integration of WMBE roles in proposed Inclusion Plans.

## 6. Contract Modifications.

The City consultant contract is attached (See Attachments Section).

The City has attached its boilerplate contract terms to allow Proposers to be familiar with boilerplate, and the non-negotiable terms before submitting a proposal. The City may negotiate with the highest ranked apparent successful Proposer. The City cannot modify contract provisions mandated by Federal, State or City law: to: Equal Benefits, Audit (Review of Vendor Records), WMBE and EEO, Confidentiality, and Debarment or mutual indemnification. Exceptions to those provisions will be summarily disregarded.

## 7. Procedures and Requirements.

This section details City instructions and requirements for your submittal. The City reserves the right in its sole discretion to reject any Consultant response that fails to comply with the instructions.

### 7.1 Registration into the Online Business Directory

If you have not previously done so, register at: <http://www.seattle.gov/obd> The City expects all firms to register. Women- and minority- owned firms are asked to self-identify (see section 7.25). For assistance, call Julie Salinas at 206-684-0383.

### 7.2 Pre-Submittal Conference

The City **requires a pre-submittal conference** for submission at the time, date, and location on page 1. Proposers are **required to send one member of proposed Key Personnel to attend to be eligible to propose**. The meeting answers questions about the solicitation and clarify issues. This also allows Proposers to raise concerns. Failure to raise concerns over any issues at this opportunity will be a consideration in any protest filed regarding such items known as of this pre-proposal conference.

### 7.3 Questions.

Proposers may email questions to the Procurement Contact until the deadline stated on page 1. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Consultant of responsibilities under any subsequent contract. It is the responsibility of the interested Consultant to assure they receive responses to Questions if any are issued.

### 7.4 Changes to the RFQ.

The City may make changes to this RFQ if, in the sole judgment of the City, the change will not compromise the City's objectives in this solicitation. Any change to this RFQ will be made by formal written addendum issued by the City and shall become part of this RFQ.

### **7.5 Receiving Addenda and/or Question and Answers.**

It is the obligation and responsibility of the Consultant to learn of addenda, responses, or notices issued by the City. Some third-party services independently post City of Seattle solicitations on their websites. The City does not guarantee that such services have accurately provided all the information published by the City.

All submittals sent to the City may be considered compliant with or without specific confirmation from the Consultant that any and all addenda was received and incorporated into your response. However, the Project Manager reserves the right to reject any submittal that does not fully incorporate Addenda that is critical to the project.

### **7.6 Proposal Submittal.**

- a. Proposals must be received by the City no later than the date and time on page 1 except as revised by Addenda.
- b. All pages are to be numbered sequentially, and closely follow the requested formats.
- c. The City has page limits specified in the Response Format section 8. Any pages that exceed the page limit will be excised from the document for purposes of evaluation.
- d. The submitter has full responsibility to ensure the response arrives at the City within the deadline. A response delivered after the deadline may be rejected unless waived as immaterial by the City given specific fact-based circumstances.

### **7.7 Hard Copy Submittal.**

Delivery is to the location specified on Page 2, Table 2.

Submit one (1) original unbound and (1) bound copy of the response. The City will not accept Fax and CD copies as originals in lieu of paper or electronic e-mail copy submittals. If a CD or fax version is delivered to the City, the paper or electronic e-mail copy will still be the only official version accepted by the City.

- a. Hard-copy responses should be in a sealed box or envelope, clearly marked and addressed with the City contact person's name, the solicitation title and number. If submittals are not clearly marked, the Proposer risks the response being misplaced and not properly delivered or date/time stamped.
- b. The Submittal may be hand-delivered or otherwise be received by the Procurement Contact at the address provided, by the submittal deadline. Delivery errors will result without careful attention to the proper address.
- c. Do not use plastic or vinyl binders or folders. The City encourages you to use fully 100% recycled stock.

### **7.8 Electronic Submittal.**

The City allows and will accept an electronic submittal in lieu of an official paper submittal.

- a. The electronic submittal is e-mailed to the Procurement Contact (see page 2), by the submittal deadline (Procurement Schedule, Table 1, Page 1 or as otherwise amended).
- b. Title the e-mail so it won't be lost in an e-mail stream.
- c. Any risks associated with an electronic submittal are borne by the Proposer.
- d. The City's e-mail system will typically allow documents up to 20 Megabytes.
- e. If the Proposer also submits a hard-copy, the hard copy has precedence.
- f. Electronic submittals provided by USB's will also be accepted with the hard-copy.

### **7.9 Proposer Responsibility to Provide Full Response.**

It is the Proposer's responsibility to respond in a manner that does not require interpretation or clarification by the City. The Proposer is to provide all requested materials, forms, and information. The Proposer is to ensure the materials submitted properly and accurately reflect the Proposer's offering. During scoring and evaluation (prior to interviews if any), the City will rely upon the submitted materials and shall not accept materials from the Proposer after the RFP/RFQ deadline; this does not limit the City's right to consider additional information (such as references that are not provided by the Proposer but are known to the City, or past City experience with the consultant), or to seek clarifications as needed.

### **7.10 Prohibited Contacts.**

Proposers shall not interfere in any way to discourage other potential and/or prospective proposers from proposing or considering a proposal process. Prohibited contacts includes but is not limited to any contact, whether direct or indirect (i.e. in writing, by phone, email or other, and by the Proposer or another person acting on behalf of the Proposer) to a likely firm or individual that may discourage or limit competition. If such activity is evidenced to the satisfaction and in sole discretion of the City department, the Proposer that initiates such contacts may be rejected from the process.

### **7.11 License and Business Tax Requirements.**

The Consultant must meet all applicable licensing requirements immediately after contract award or the City may reject the Consultant. Companies must license, report, and pay revenue taxes for the Washington State Business License (UBI#) and Seattle Business License, if required by law. Carefully consider those costs before submitting an offer, as the City will not separately pay or reimburse such costs.

#### **Seattle Business Licensing and associated taxes.**

- a. If you have a "physical nexus" in the city, you must obtain a Seattle Business license and pay all taxes due before the Contract can be signed.
- b. A "physical nexus" means you have physical presence, such as: a building/facility/employee(s) in Seattle, you make sales trips into Seattle, your own company drives into Seattle for product deliveries, and/or you conduct service work in Seattle (repair, installation, service, maintenance work, on-site consulting, etc.).
- c. We provide a Consultant Questionnaire Form in our submittal package items later in this RFP/RFQ, and it will ask you to specify if you have "physical nexus".
- d. All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the Consultant and not charged separately to the City.
- e. The apparent successful Consultant(s) must immediately obtain the license and ensure all City taxes are current, unless exempted by City Code due to reasons such as no physical nexus. Failure to do so will cause rejection of the submittal.
- f. The City of Seattle Application for a Business License can be found here:

<http://www.seattle.gov/Documents/Departments/FAS/Licensing/Seattle-business-license-application.pdf>

- g. You can find Business License Application help here: <http://www.seattle.gov/licenses/get-a-business-license/license-application-help>
- h. Self-Filing You can pay your license and taxes on-line using a credit card [www.seattle.gov/self/](http://www.seattle.gov/self/)
- i. For Questions and Assistance, call the Revenue and Consumer Protection (RCP) office which issues business licenses and enforces licensing requirements. The general e-mail is [rca@seattle.gov](mailto:rca@seattle.gov). The main phone is 206-684-8484.
- j. The licensing website is <http://www.seattle.gov/licenses>
- k. If a business has extraordinary balances due on their account that would cause undue hardship to the business, the business can contact the License and Tax Administration office at [tax@seattle.gov](mailto:tax@seattle.gov) to request additional assistance.
- l. Those holding a City of Seattle Business license may be required to report and pay revenue taxes to the City. Such costs should be carefully considered by the Consultant prior to submitting your offer. When allowed by City ordinance, the City will have the right to retain amounts due at the conclusion of a contract by withholding from final invoice payments.

**7.12 State Business Licensing.** Before the contract is signed, you must have a State of Washington business license (a “Unified Business Identifier” known as a UBI#). If the State of Washington has exempted your business from State licensing (some foreign companies are exempt and sometimes, the State waives licensing because the company has no physical presence in the State), then submit proof of that exemption to the City. All costs for any licenses, permits and associated tax payments due to the State because of licensing shall be borne by the Consultant and not charged separately to the City. Instructions and applications are at <http://bls.dor.wa.gov/file.aspx> and the State of Washington Department of Revenue is available at 1-800-647-7706.

**7.13 Federal Excise Tax.** The City is exempt from Federal Excise Tax.

#### **7.14 No Guaranteed Utilization.**

The City does not guarantee utilization of any contract(s) awarded through this RFP/RFQ process. The solicitation may provide estimates of utilization; such information is for Consultant convenience and not a usage guarantee. The City reserves the right to issue multiple or partial awards, and/or to order work based on City needs. The City may turn to other appropriate contract sources or supplemental contracts to obtain these same or similar services. The City may re-solicit for new additions to the Consultant pool. Use of such supplemental contracts does not limit the right of the City to terminate existing contracts for convenience or cause.

#### **7.15 Expansion Clause.**

The contract limits expansion of scope and new work not expressly provided for within the RFQ.

Expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFQ as intended work for the Agreement) must comply with the following:

- (a) New Work is not reasonable to solicit separately;
- (b) is for reasonable purpose;
- (c) was not reasonably known by the City or Consultant at time of solicitation or was mentioned as a possibility in the solicitation (i.e. future phases of work, or a change in law);
- (d) is not significant enough to be

regarded as an independent body of work; (e) would not attract a different field of competition; and (f) does not change the identity or purpose of the Agreement.

The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not subject to these limitations, such as additional phases of Work anticipated during solicitation, time extensions, and Work Orders issued on an On-Call contract. Expansion must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

The City reserves the right to independently solicit and award any New Work to another firm when deemed appropriate or required by City policy.

#### **7.16 Effective Dates of Offer.**

Solicitation responses are valid until the City completes award. Should any Proposer object to this condition, the Proposer must object prior to the Q&A deadline on page 1.

#### **7.17 Cost of Preparing Proposals.**

The City is not liable for costs incurred by the Proposer to prepare, submit, and present proposals, interviews and/or demonstrations.

#### **7.18 Readability.**

The City's ability to evaluate proposals is influenced by the organization, detail, comprehensive material, and readable format of the response.

#### **7.19 Changes or Corrections to Proposal Submittal.**

Prior to the submittal due date, a Consultant may change its proposal, if initialed and dated by the Consultant. No changes are allowed after the closing date and time.

#### **7.20 Errors in Proposals.**

Proposers are responsible for errors and omissions in their proposals. No error or omission shall diminish the Proposer's obligations to the City.

#### **7.21 Withdrawal of Proposal.**

A submittal may be withdrawn by written request of the submitter.

#### **7.22 Rejection of Proposals.**

The City may reject any or all proposals with no penalty. The City may waive immaterial defects and minor irregularities in any submitted proposal.

#### **7.23 Incorporation of RFP/RFQ and Proposal in Contract.**

This RFQ and Proposer's response, including promises, warranties, commitments, and representations made in the successful proposal once accepted by the City, are binding, and incorporated by reference in the City's contract with the Proposer.

#### **7.24 Independent Contractor.**

The Consultant works as an independent contractor. The City will provide appropriate contract management, but that does not constitute a supervisory relationship to the consultant. Consultant workers are prohibited from supervising City employees or from direct supervision by a City

employee. Prohibited supervision tasks include conducting a City of Seattle Employee Performance Evaluation, preparing, and/or approving a City of Seattle timesheet, administering employee discipline, and similar supervisory actions.

Contract workers shall not be given City office space unless expressly provided for below, and in no case shall such space be provided for over 36 months without specific authorization from the City.

Some project work requires the Consultant to be on-site at City offices. This benefits the City to assure access, communications, efficiency, and coordination. Any Consultant on-site remains a Consultant and not a City employee. No Consultant shall be on-site at a City office for over 36 months, without specific authorization from the City. The Consultant shall notify the City if any worker is within 90 days of a 36-month on-site placement.

The City will not charge rent. The Consultant is not asked to itemize this cost. Instead, the Consultant should absorb and incorporate the expectation of such office space within the Consultant plan for the work and costs. City workspace is exclusively for the project and not for any other Consultant purpose. The City will decide if a City computer, software and/or telephone is needed, and the worker can use basic office equipment such as copy machines. If the Consultant worker does not occupy City workspace as expected, this does not change the contract costs.

### **7.25 Equal Benefits.**

Seattle Municipal Code Chapter 20.45 (SMC 20.45) requires consideration of whether Proposers provide health and benefits that are the same or equivalent to the domestic partners of employees as to spouses of employees, and of their dependents and family members. The Consultant Questionnaire requested in the Submittal instructions includes materials to designate your equal benefits status.

### **7.26 Women and Minority Subcontracting.**

The Mayor's Executive Order and City ordinance require the maximum practicable opportunity for successful participation of minority and women-owned subcontracts. All proposers must agree to SMC Chapter 20.42, and seek meaningful subconsultant opportunities with WMBE firms. The City requires a plan for including minority- and women-owned firms, which becomes a material part of the contract. The Plan must be responsive in the opinion of the City, which means a meaningful and successful search and commitments to include WMBE firms for subcontracting work. The City reserves the right to improve the Plan with the winning Consultant before contract execution. Consultants should use selection methods and strategies sufficiently effective for successful WMBE participation. At City request, Consultants must furnish evidence such as copies of agreements with WMBE subconsultants either before contract execution or during contract performance. The winning Consultant must request written approval for changes to the Inclusion Plan once it is agreed upon. This includes changes to goals, subconsultant awards and efforts.

WMBE firms need not be state certified to meet the City's WMBE definition. The City defines WMBE firms as at least 51% (percent) owned by women and/or minority. To be recognized as a WMBE, register on the City's [Online Business Directory](#). Federally funded transportation projects require a Disadvantaged Business Enterprises (DBE) program; for that program, firms must be certified by the [Washington State Office of Minority and Women Business Enterprises \(OMWBE\)](#).

### **7.27 Insurance Requirements.**

Any special insurance requirements are provided as an Attachment. If attached, provide proof of insurance and additional insured endorsement policy language to the City before Contract execution.

The apparent successful Proposer must promptly provide proof of insurance to the City upon receipt of the notice of intent to award.

Consultants are encouraged to immediately contact their Broker to begin preparation of the required insurance documents, if the Consultant is selected as a finalist. Proposers may elect to provide the requested insurance documents within their Proposal.

### **7.28 Proprietary Materials.**

*The State of Washington's Public Records Act (Release/Disclosure of Public Records) Under Washington State Law (reference RCW Chapter 42.56, the Public Records Act) all materials received or created by the City of Seattle are considered public records. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material.*

The State of Washington's Public Records Act requires that public records must be promptly disclosed by the City upon request unless that RCW or another Washington State statute specifically exempts records from disclosure. Exemptions are narrow and explicit and are listed in Washington State Law (Reference RCW 42.56 and RCW 19.108).

Bidders/proposers must be familiar with the Washington State Public Records Act and the limits of record disclosure exemptions. For more information, visit the Washington State Legislature's website at <http://app.leg.wa.gov/rcw/default.aspx?cite=42.56>.

If you have any questions about disclosure of the records you submit with your bid, contact the Procurement Contact named in this document.

#### ***Marking Your Records Exempt from Disclosure (Protected, Confidential, or Proprietary)***

As mentioned above, all City of Seattle offices ("the City") are required to promptly make public records available upon request. However, under Washington State Law some records or portions of records are considered legally exempt from disclosure and can be withheld. A list and description of records identified as exempt by the Public Records Act can be found in RCW 42.56 and RCW 19.108.

If you believe any of the records you are submitting to the City as part of your bid/proposal or contract work products, are exempt from disclosure you can request that they not be released before you receive notification. To do so you must complete the City Non-Disclosure Request Form ("the Form") provided by the City (see page 4 on the Consultant Questionnaire) and very clearly and specifically identify each record and the exemption(s) that may apply. (If you are awarded a City contract, the same exemption designation will carry forward to the contract records.)

The City will not withhold materials from disclosure simply because you mark them with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. Do not identify an entire page as exempt unless each sentence is within the exemption scope; instead, identify paragraphs or sentences that meet the specific exemption criteria you cite on the Form. Only the specific records or portions of records properly listed on the Form will be protected and withheld for notice. All other records will be considered fully disclosable upon request.

If the City receives a public disclosure request for any records you have properly and specifically listed on the Form, the City will notify you in writing of the request and will postpone disclosure. While it



is not a legal obligation, the City, as a courtesy, will allow you up to ten business days to file a court injunction to prevent the City from releasing the records (reference RCW 42.56.540). If you fail to obtain a Court order within the ten days, the City may release the documents.

The City will not assert an exemption from disclosure on your behalf. If you believe a record(s) is exempt from disclosure you are obligated to clearly identify it as such on the Form and submit it with your solicitation. Should a public record request be submitted to City Purchasing for that record(s), you can then seek an injunction under RCW 42.56 to prevent release. By submitting a bid document, the bidder acknowledges this obligation; the proposer also acknowledges that the City will have no obligation or liability to the proposer if the records are disclosed.

### ***Requesting Disclosure of Public Records***

The City asks bidders and their companies to refrain from requesting public disclosure of bids until an intention to award is announced. This measure is intended to protect the integrity of the solicitation process particularly during the evaluation and selection process or in the event of a cancellation or re-solicitation. With this preference stated, the City will continue to be responsive to all requests for disclosure of public records as required by State Law. If you do wish to make a request for records, visit <https://www.seattle.gov/public-records/public-records-request-center>.

### **7.29 Ethics Code.**

Familiarize yourself with the City Ethics code: [http://www.seattle.gov/ethics/etpub/et\\_home.htm](http://www.seattle.gov/ethics/etpub/et_home.htm). For an in-depth explanation of the City's Ethics Code for Contractors, Vendors, Customers and Clients, visit: <http://www.seattle.gov/ethics/etpub/faqcontractorexplan.htm>. Any questions should be addressed to Seattle Ethics and Elections Commission at 206-684-8500.

### **No Gifts and Gratuities.**

Consultants shall not directly or indirectly offer anything (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work, or meals) to any City employee, volunteer or official, if it is intended or may appear to a reasonable person to be intended to obtain or give special consideration to the Consultant. An example of this is giving sporting event tickets to a City employee who is also on the evaluation team of a solicitation to which you submitted or intend to submit. The definition of what a "benefit" would be is broad and could include not only awarding a contract but also the administration of the contract or evaluating contract performance. The rule works both ways, as it also prohibits City employees from soliciting items from Consultants.

### **Involvement of Current and Former City Employees.**

The Consultant Questionnaire within your submittal documents prompts you to disclose any current or former City employees, official or volunteer that is working or assisting on solicitation of City business or on completion of an awarded contract. Update that information during the contract.

### **Contract Workers with over 1,000 Hours.**

The Ethics Code applies to Consultant workers that perform over 1,000 cumulative hours on any City contract during any 12-month period. Any such employee must abide by the City Ethics Code. The Consultant is to be aware and familiar with the Ethics Code accordingly.

### **No Conflict of Interest.**

Consultant (including officer, director, trustee, partner, or employee) must not have a business interest or a close family or domestic relationship with any City official, officer or employee who was, is, or will be involved in selection, negotiation, drafting, signing, administration or evaluating Consultant performance. The City shall make sole determination as to compliance.

### **Campaign Contributions (Initiative Measure No. 122)**

Elected officials and candidates are prohibited from accepting or soliciting campaign contributions from anyone having at least \$250,000 in contracts with the City in the last two years or who has paid at least \$5,000 in the last 12 months to lobby the City. See Initiative 122, or call the Ethics Director with questions. For questions about this measure, contact: Polly Grow, Seattle Ethics and Elections, 206-615-1248, or [polly.grow@seattle.gov](mailto:polly.grow@seattle.gov).

### **7.30 Background Checks and Immigrant Status.**

Background checks will not be required for workers that will be performing the work under this contract. The City has strict policies regarding the use of Background checks, criminal checks, immigrant status, and/or religious affiliation for contract workers. The policies are incorporated into the contract and available for viewing on-line at <http://www.seattle.gov/city-purchasing-and-contracting/social-equity/background-checks>.

## **8. Response Materials and Submittal.**

**Prepare your response as follows. Use the following format and provide all attachments. Failure to provide all information below on proper forms and in order requested, may cause the City to reject your response. All pages are to be 8.5 X 11 with the exception of two (2), one-sided, 11” x 17” pages that will count as 1 page each towards page limits**

### **1. Mandatory - Consultant Questionnaire:**

Submit the following in your response, even if you sent one in to the City for previous solicitations.

<http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/3ConsultantQuestionnaire.docx>

### **2. Letter of interest (1 page).**

### **3. Proof of Legal Business Name (1 page):**

Provide a certificate or documentation from the Secretary of State in which you incorporated that shows your company legal name. Many companies use a “Doing Business As” name or nickname in daily business; the City requires the legal name for your company. When preparing all forms below, use the proper company legal name. Your company’s legal name can be verified through the State Corporation Commission in the state in which you were established, which is often located within the Secretary of State’s Office for each state. For the State of Washington, see <http://www.secstate.wa.gov/corps/>

### **4. Mandatory – Minimum Qualifications (2 pages):**

Provide two pages (single-sided) that lists each Minimum Qualification, and exactly how you achieve each minimum qualification. Remember that the determination you have achieved all

the minimum qualifications is made from this page. The evaluation committee is not obligated to check references or search other materials to make this decision.

**5. Mandatory – Consultant Inclusion Plan:**

You must submit the following in your response.

Click on the following link to open the Consultant Inclusion Plan:

[http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/WMBE/InclusionPlan\\_ConstantContract.docx](http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/WMBE/InclusionPlan_ConstantContract.docx)

**6. Mandatory – Proposal Response (20 pages single-sided maximum):**

This document details the submittal requirements for your proposal response.  
(see section 9.2)

**7. RESERVED:**

**Submittal Checklist.**

**Your response should be packaged with each of the following. This list assists with quality control before submittal of your final package. Addenda may change this list; check any final instructions:**

**STANDARD:** Replace list below with the following language:

- 1. Mandatory - Consultant Questionnaire
- 2. Letter of Interest
- 3. Proof of Legal Business Name
- 4. Mandatory – Minimum Qualifications
- 5. Mandatory – Consultant Inclusion Plan
- 6. Mandatory – Proposal Response
- 7. RESERVED

## **9. Selection Process.**

### **9.1 Initial Screening**

The City will review responses for responsiveness and responsibility. Those found responsive and responsible based on an initial review shall proceed to Step 2. Equal Benefits, Minimum Qualifications, an Inclusion Plan, satisfactory financial responsibility and other elements are screened in this Step. A significant failure to perform on past City projects may also be considered in determining the responsibility of a firm.

## 9.2 Proposal Evaluation

The City will evaluate proposals using the criteria below. Responses will be evaluated, scored, and ranked.

### A. Statement of Qualifications (SOQ): 90 Points

*NOTE: For all categories, identify proposed Key Personnel roles in past experience and examples.*

1. Describe your teams experience in managing a program of interrelated projects that include different construction contracts in overlapping project areas with integrated timelines/dependencies. Identify proposed Key personnel role in each project example. **(15 points)**
2. Describe your team's specific background and experience in at least 3, but no more than 5 recent projects including construction of large urban street reconstruction projects involving arterial pavement reconstruction, structural concrete including cast in place and precast elements for retaining walls and bridges; civil/structural (earthwork, paving, drainage); utilities including replacement, relocation and protection, some including deep excavations below the water table (CSO reconstruction), water (waterline replacement/relocation), drainage, electrical (traffic signal, street lighting,); traffic control including management of temporary fencing, wayfinding signs, and temporary installations; landscaping, striping and urban design. Identify proposed Key personnel role in each project example. (1 page per project) **(20 points)**
3. Describe your teams experience in public projects with significant urban design components, specialty paving, pavers, lighting, plantings, and other unique and highly prescribed elements. Include description of experience interfacing between design team of these elements and construction personnel. **(15 points)**
4. Describe your experience with large civil infrastructure projects in highly constrained, urban environments with an actively engaged community and political influences. Relevant examples may include projects and strategies to minimize contractor delay with major outside influences, unknowns, external and internal risk, performance based acceptance measures, changing environments, and where a high volume of RFI's were received and/or design revisions issued **(10 points)**.
5. Describe your team's experience with, or understanding of GC/CM contracting methods during construction and how your knowledge will be applied to this work **(10 points)**.
6. Describe your team's experience in successful coordination on projects with a complex mix of internal and external stakeholders, including SDOT, Seattle Public Utilities, Seattle City Light, King County Metro Transit, adjacent property owners, businesses, and the public **(5 points)**.
7. Describe your experience with the City of Seattle Standard Specifications and Drawings, SDOT's Construction Administration Manual, Seattle City Light Construction Standards and other industry and local government standards. Describe at least 3 projects that included the above-mentioned elements **(5 points)**.
8. Provide a table presenting your team organizational chart identifying names and roles for key personnel and availability during the program timeline timeframe provided in Section 2 (include subconsultant availability) **(10 points)**.

**B. Inclusion Plan: 10 Points**

The Inclusion Plan shall require the proposer to:

1. Indicate a clearly stated percentage goal for woman and for minority utilization. The goals shall apply to the entire contract, including amendments or phases.
2. Detail the basic strategy, thought processes, and approach to the work that will accomplish the WMBE inclusion. For phased work that does not have a subconsultant team(s) identified for the full project at the time of solicitation, there is an expectation that there will be discussion about which scopes of work have opportunities for WMBE, as well as what mentoring programs, and past performance can provide evidence of the intention to fulfill the goal the Proposer provided for the overall contract.
3. Identify the WMBE firm(s) that the Proposer selected for its subconsultant team. If there are planned phases of work that are not sufficiently scoped to identify a subconsultant team, the Proposer goal and discussion of strategy would be used as evidence of its intention for the entire contract scope, and/or;
4. If a Proposer intends new employment to perform the contract work, the Inclusion Plan requests the Proposer identify the approach for diverse employment within the local office(s) that will be performing contract services, and a current employment profile that would reflect a commitment to diverse employment, and/or;
5. Mentoring of training programs for WMBE firms can be evidenced as an approach to successful inclusion and as evidence of the ability to meet WMBE goals and expectations for future phases in the contract.

**C. Resumes of Key Staff:**

Attached the resumes of the identified Key personnel. Information in resumes will aid in scoring of Section A above, but will not be scored individually. Resumes must include two references for each identified key personnel including name of client, phone number and email address and shall be limited to 1 page per person.

**Evaluation Criteria:**

Statement of Qualifications	90 Points
Inclusion Plan	10 Points
Total	100 Points

**9.3 Interviews**

The City will interview top ranked firms from the proposal evaluation. Rankings of firms shall be determined by the City, using the combined results of interviews and proposal submittals. Consultants invited to interview are to bring all Key Personnel as well as 2 additional members of the Contract Administration Team. The Consultant shall not bring individuals who do not work for the Consultant or are not on the project team without advance authorization by the Procurement Contact. Interviews will be worth **300** additional points.

**9.4 References**

The City may contact one or more references. The City may use references named or not named by the Proposer. The City may also consider the results of performance evaluations issued by the City on past projects.

## **9.5 Selection**

The City shall select the highest ranked Proposer(s) for award including written proposal and the interview (If applicable). The City reserves the right to make a final selection based on the combined results and/or the overall consensus of the Consultant Evaluation Committee.

## **9.6 Contract Negotiations**

The highest ranked Proposer will be asked to bring forward a fee schedule and pricing proposal for negotiation and discussion with the City. The City may negotiate any aspect of the proposal or the solicitation. The City cannot modify contract provisions mandated by Federal, State or City law: Equal Benefits, Audit (Review of Vendor records), WMBE and EEO, Confidentiality, Debarment, or mutual indemnification.

## **9.7 Right to Award to next ranked Consultant.**

If a contract is executed resulting from this solicitation and is terminated within 90-days, the City may return to the solicitation process to award to the next highest ranked responsive Consultant by mutual agreement with such Consultant. New awards thereafter are also extended this right.

## **9.8 Repeat of Evaluation:**

If no Consultant is selected at the conclusion of all the steps, the City may return to any step in the process to repeat the evaluation with those proposals active at that step. The City shall then sequentially step through all remaining steps as if conducting a new evaluation process. The City reserves the right to terminate the process if no proposals meet its requirements.

# **10. Award and Contract Execution.**

The Procurement Contact will provide timely notice of an intent to award to all Consultants responding to the Solicitation.

## **10.1 Protests.**

Interested parties that wish to protest any aspect of this RFQ selection process shall provide written notice to the Procurement Contact. Note the City shall notify Federal Transit Administration if protesting a solicitation for contracts with FTA funds.

## **10.2 Protests – City Purchasing and Contracting Services.**

The City has rules to govern the rights and obligations of interested parties that desire to submit a complaint or protest to this process. See the City website at <http://www.seattle.gov/city-purchasing-and-contracting/solicitation-and-selection-protest-protocols> . Interested parties have the obligation to know of and understand these rules, and to seek clarification from the City. Note there are time limits on protests, and submitters have final responsibility to learn of results in sufficient time for such protests to be filed in a timely manner.

### 10.3 Limited Debriefs.

The City issues results and award decisions to all bidders. The City provides debriefing on a limited basis for the purpose of allowing bidders to understand how they may improve in future bidding opportunities.

### 10.4 Instructions to the Apparently Successful Consultant(s).

The Apparently Successful Consultant(s) will receive an Intent to Award Letter from the Procurement Contact after award decisions are made by the City. The Letter will include instructions for final submittals due prior to execution of the contract.

Once the City has finalized and issued the contract for signature, the Consultant must execute the contract and provide all requested documents within ten (10) business days. This includes attaining a Seattle Business License, payment of associated taxes due, and providing proof of insurance. If the Consultant fails to execute the contract with all documents within the ten (10) day time frame, the City may cancel the award and proceed to the next ranked Consultant, or cancel or reissue this solicitation. Cancellation of an award for failure to execute the Contract as attached may disqualify the firm from future solicitations for this same work.

### 10.5 Checklist of Requirements Prior to Award.

The Consultant(s) should anticipate the Letter will require at least the following. Consultants are encouraged to prepare these documents when possible, to eliminate risks of late compliance.

- Seattle Business License is current and all taxes due have been paid.
- State of Washington Business License.
- Evidence of Insurance (if required)
- Special Licenses (if any)

### 10.6 Taxpayer Identification Number and W-9.

Unless the Consultant has already submitted a Taxpayer Identification Number and Certification Request Form (W-9) to the City, the Consultant must execute and submit this form prior to the contract execution date.

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

### 10.7 Attachments

#### Attachment #1: Insurance Requirements



Insurance -  
Transmittal Form.do

#### Attachment #2: Standard Consultant Contract Template



Contract  
Boilerplate.docx

Attachment #3: Waterfront Program Schedule



CWP Master  
Schedule.xlsx

Attachment #4: Draft CM Team Org Chart



Org Chart.docx