



**Request for Qualifications (RFQ) for
Design Services for Phase 2 PRV Station Replacements Project
Bid No. 23-32**

Released: September 21, 2023

Due: 2 pm (PST), October 11, 2023, to publicworks@mercerisland.gov

INTRODUCTION

The City of Mercer Island (City) is requesting Statements of Qualifications (SOQs) from qualified professional engineering firms interested in providing design and support services for the Phase 2 PRV (pressure reducing valve) Stations Replacement project. The awarded firm shall be licensed and lawfully engaged in providing engineering services in the State of Washington.

BACKGROUND

The City's 85 PRV stations are part of the water distribution system providing water to Island residents, businesses, and other water utility customers. Previous investigations by the City showed that approximately 25 percent of the existing PRV stations are in poor condition with aging equipment and operational issues due to flooding, broken bypass systems, lack of adequate air vacuum release valve assemblies, and other reasons. In 2021, the City completed an assessment of the worst twenty PRV stations to evaluate their conditions. Based on the PRV assessment report, the City prioritized the replacement or upgrades of these PRV stations. In 2022, the City began design of the Phase I PRV Stations Replacement project. Currently, construction of the Phase I project is expected to start near the end of 2023. Four PRV stations are included in the Phase I PRV Replacement project. This RFQ is for the second phase of PRV station replacements which consists of six PRV stations.

SCOPE OF WORK

Project Description

The PRV Station ID numbers to be included in this project are: C3-C, F3-D, F3-C, I2-A, I2-E and C5-E. Refer to Exhibit 1 for a map of the PRV station replacement sites.

The design of the replacement PRV stations will be based on the City's standard details W-27A, W27B, W-27C, W-27D, and W-27E, <https://www.mercerisland.gov/publicworks/page/standard-details>. For each site, the work will include a site analysis to evaluate the potential relocation of the PRV stations to improve permanent access and/or to facilitate construction of the replacement. If PRV stations are relocated, the city may need to conduct hydraulic modeling. The hydraulic modeling work will not be included in this project but will be completed by the city in coordination with this project.

General Scope of Services

The scope of work is expected to include, but not be limited to, the following tasks:

1. Conduct site visit and review relevant documents, studies, and other background information. Perform a project area survey and create a project base map. Conduct an alternatives analysis for each site. Summarize the alternative analysis in a Basis of Design Report (BODR).
2. Complete project designs:
 - a. 30% Design – Plans and specification table of contents.
 - b. 60% Design – Plans, specifications, and preliminary engineer’s estimate.
 - c. 90% Design – Plans, specifications, and engineer’s estimate.
3. Develop bid-ready contract documents. Prepare a bid-ready PS&E with construction level of detail including special provisions, project plans, and bid tab/final construction cost estimate.
4. Provide permitting and public outreach support during the design process.
5. Support the City during the bidding process.

The City expects the project manager from the selected firm to work in close consultation with the City’s project manager throughout the project duration and ensure projects remain on schedule and within budget.

STATEMENT OF QUALIFICATIONS

Interested engineering firms are invited to submit a SOQ for the work. The SOQ shall include the following information:

Letter of Intent (maximum of 1 page): Summarize your firm’s background, resources, commitment to providing the described services, interest in this project and working for the City, and any other information that would assist the City in making its selection. Indicate the address and telephone number of the respondent’s office located nearest to Mercer Island, Washington, and the office from which the services will be managed.

Project Understanding, Approach, and Schedule: Describe your team’s approach to meeting the City’s needs and how the proposed team will work with City staff to complete the project. Qualified firms should demonstrate knowledge and understanding of best practices for PRV Station replacement.

Include a timeline that identifies major proposed tasks and products, including how frequently check-in meetings will occur, and when deliverables will be provided. The City requires at least 1 week for document review. The timeline should demonstrate commitment to completing the design and bid-ready documents per the proposed timeline outlined in this document.

Project Team: Provide a brief description of the individuals on the consultant team, including their relevant experience and qualifications. Additionally, please provide information demonstrating the organizational structure of your team, who will be the principal project manager throughout the process, reporting relationships between members, and the physical location of the offices from which the work will be performed. The team may consist of multiple firms with focused areas of expertise.

Project Experience: Provide evidence of relevant experience with similar projects. Include the following information for three relevant projects managed by the proposed project manager within the last five years:

- Description of project, location, and status;
- Project results and challenges;
- Description of professional services provided by the consultant team;
- Initial project budget, final cost, and end date (if applicable); and
- Primary client contact for the project (name, title, address, phone number, and email).

City of Mercer Island Business License: Provide a statement to the effect that the respondent understands and agrees to obtain a [City of Mercer Island business license](#) if selected. A principal or officer of the firm authorized to execute contracts or other similar documents on the firm’s behalf must sign the letter. Alternatively, provide evidence of a current business license with the City of Mercer Island.

References: Provide three references from clients for whom your firm has performed similar work within the last five years. Include contact name, current phone number, and current e-mail address for all references.

Disclosure of Conflict of Interest: Disclose any potential conflict of interest due to any other clients, contracts, or property interests regarding private development of any property within the City of Mercer Island.

Submittal Format & Deadline

- Submit a PDF of your proposal electronically to publicworks@mercerisland.gov no later than **2 pm on Wednesday, October 11, 2023**.
- All proposals shall be clearly titled: **RFQ for Phase 2 PRV Station Replacement Project**
- Please limit submittals to **10 pages** using at least 12pt font (excluding cover letter, references, dividers, and resumes).
- All proposals received will become the property of the City and will not be returned.
- **All questions on the projects are due by October 4, 2023, at 2 pm (PST)**. Questions regarding the project may be emailed to George Fletcher, Capital Project Manager, at george.fletcher@mercerisland.gov. Any oral communication will be considered unofficial and non-binding. Questions via phone will not be accepted. All questions received will be compiled, and responses will be posted by **October 9, 2023, at 2 pm (PST)**. It is the obligation and responsibility of the submitter to learn of addendums, responses, or notices issued by the City relative to this RFP. These will be posted on the City website at www.mercerisland.gov/rfps.
- **Rights reserved by the City:** The City reserves the right to reject any or all responses received for this solicitation; extend the submission due date; modify, amend, reissue, or rewrite this solicitation; and procure any or all services by other means. The city reserves the right to modify the scope of this solicitation.
- This solicitation does not obligate the City to award a contract to any respondent. The final selection is the sole decision of the City, and the respondents to this formal request have no guaranteed appeal rights or procedures. At its option, the City reserves the right to waive as informality any irregularities in proposals and/or to reject any or all proposals.

Conditions of Submittal

Costs for Development of Submittals: All costs for developing submittals in response to this RFQ are the obligation of the consultant and are not chargeable to the City. All submittals will become property of the City and will not be returned. Submittals may be withdrawn at any time prior to the published close date, provided notification is received in writing to the CIP Project Manager. Submittals cannot be withdrawn after the published close date.

Agreement Form: The agreement form to be used will be the City's standard professional services agreement (PSA), which is provided as Exhibit 2. Consultants that submit proposals are expected to meet the terms contained in the PSA, as shown in Exhibit 2, no modifications will be allowed.

Americans with Disabilities Act (ADA) Information: This material can be made available in an alternate format by calling 206-275-7833.

Non-Discrimination: The City of Mercer Island, 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 ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 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.

SELECTION PROCESS

The City anticipates using the following general timeline for evaluating proposals and initiating a contract in response to this solicitation.

Project Milestones	Date
RFQ release	September 21, 2023
Deadline for questions	October 4, 2pm PST
City response to questions	October 9, 2pm PST
Proposals due	October 11, 2pm PST
Evaluation period**	October 11-25
Contract(s) awarded	November 2023
Target project kick-off	November 2023
Target project completion	July 2024
Construction	Fall 2024

**The evaluation period may include developing and notifying a short-list of firms, interviewing selected firms, checking references, and/or other activities the City deems necessary to successfully complete this process.

Evaluation Criteria

The selection process will include a review process for each SOQ submitted and potentially an interview process for short-listed firms.

A committee of City personnel will evaluate and rate each submitted SOQ using a qualification-based process using the following criteria:

Project Understanding and Methodology: The SOQ demonstrates thorough understanding of the project; how the team plans to address the needs of the City; and the team's unique qualities as they relate to the project..

Project Team Qualifications and Experience: The submittal provides a complete and comprehensive organizational chart or similar explanation of team members' roles and responsibilities.

Relevant Project Experience: The submittal demonstrates relevant and successful experience with similar PRV station replacement planning, design, and/or construction projects.

Project Schedule/Deadlines:

Organization and Clarity of Proposal: The submittal clearly and effectively outlines the project team's qualifications and ability to successfully meet the needs of the City and the project(s) as well as contains all requirements outlined in this RFQ.

Additional Details

If interviews are held, selected firms should plan to have the project manager assigned to the project and up to two other key project team members and/or subconsultant representatives present during interviews. The format of the interview will be an informal question and answer format with a panel of City personnel. Final selections will be based on both the submitted SOQ and the interview. Firms participating in interviews will be contacted shortly after interviews are held and informed of the City's final selection.

The City of Mercer Island reserves the right to reject any or all responses received as a result of this solicitation; to extend the submission due date; to modify, amend, reissue, or rewrite this document; and to procure any or all services by other means.

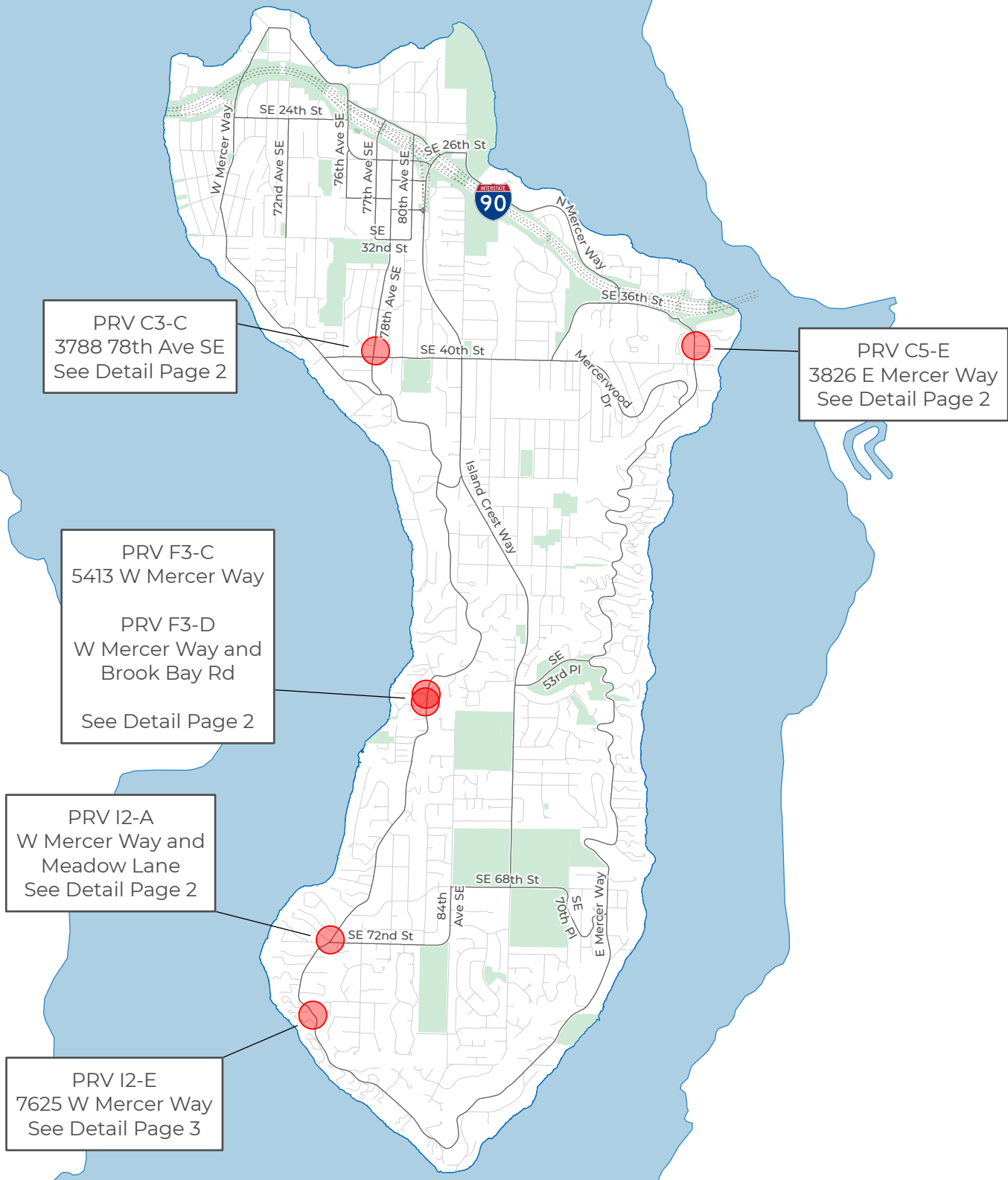
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ATTACHMENTS

- Exhibit 1: Map of Project Locations
- Exhibit 2: Sample City of Mercer Island Professional Services Agreement (PSA)

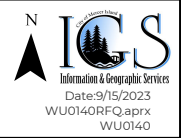
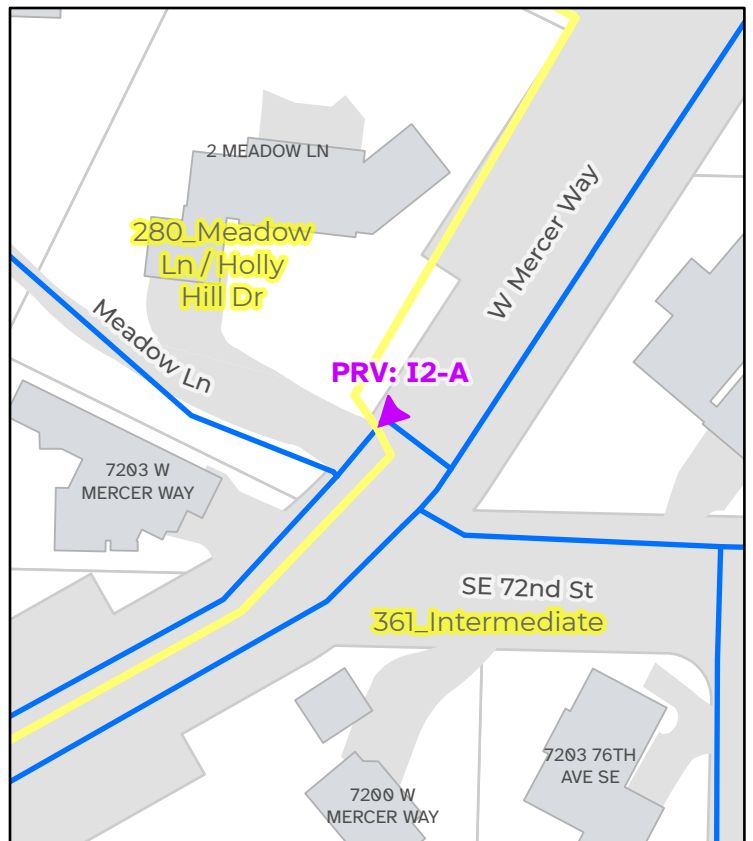
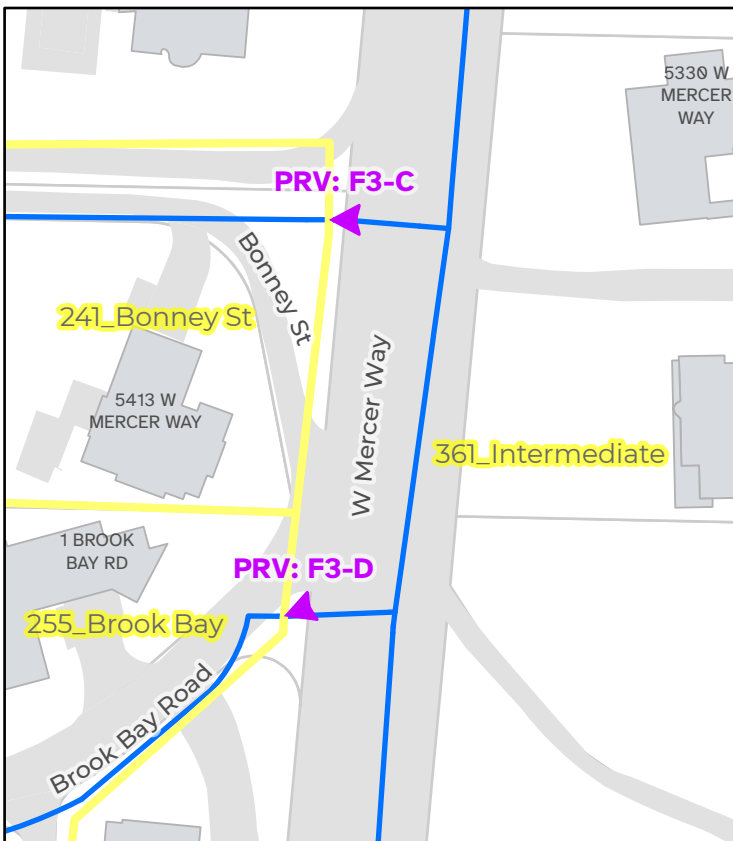
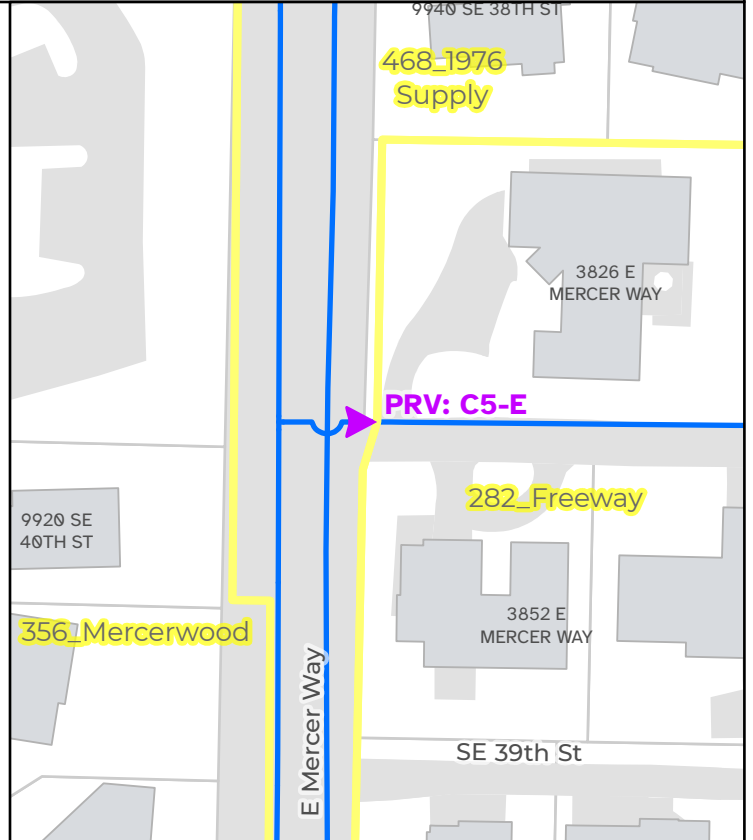
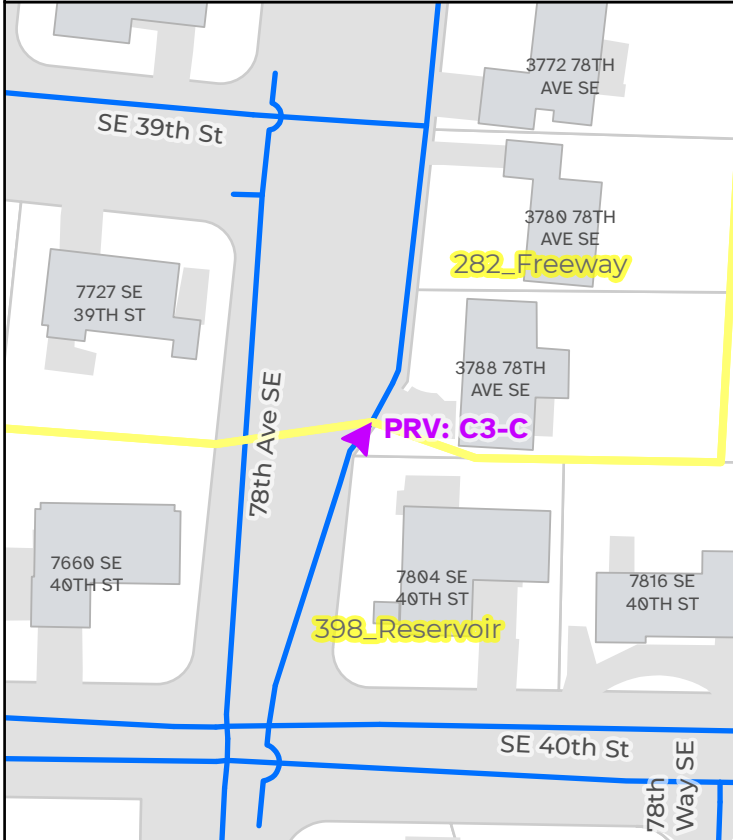
WU0140

Phase 2 PRV Station Replacement

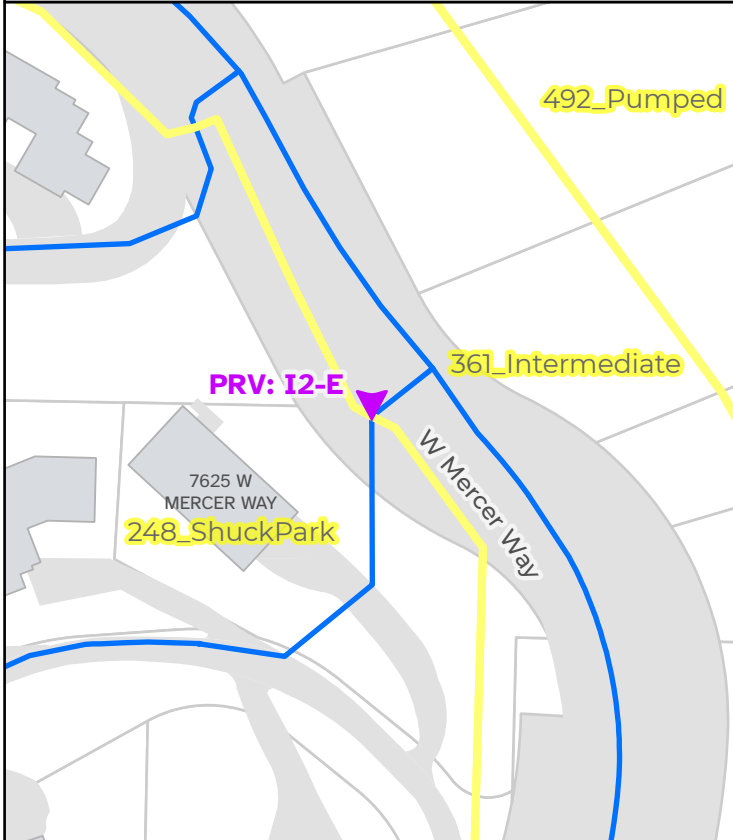


WU0140

Phase 2 PRV Station Replacement



WU0140 Phase 2 PRV Station Replacement



Pressure Zones



Roads



Water Mains



Parcels



Buildings



CITY OF MERCER ISLAND, WASHINGTON
AGREEMENT FOR PROFESSIONAL SERVICES FOR
[INSERT TITLE OF AGREEMENT/SERVICES]

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) dated [insert date agreement drafted] is effective on the date the Agreement is fully executed by the Parties. The Parties to this Agreement are the CITY OF MERCER ISLAND, a Washington municipal corporation (“City”) and [insert full legal name of consultant], a [insert state where formed] [choose type of person or entity] (“Consultant”).

1. SERVICES BY CONSULTANT

Consultant shall perform the services described in the scope of work attached hereto as Exhibit “A”, along with any Specifications, Addenda, and other Exhibits attached hereto, which documents are incorporated by this reference, (“Services”), in a manner consistent with the accepted practices for other similar services, performed to the City’s satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or their designee.

2. PAYMENT

2.1 City shall pay Consultant for the Services: (check one)

- Hourly:** \$ per hour, plus actual expenses, but not more than a total of \$.
- Fixed Sum:** not to exceed \$.
- Other:** .

2.2 Consultant shall maintain time and expense records and provide them to the City monthly, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.

2.3 All invoices shall be paid by mailing a City warrant within 45 days of receipt of a proper invoice.

2.4 Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representative for three (3) years after final payment. Copies shall be made available on request.

2.5 If the Services do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. City may withhold payment for such Services until the work meets the requirements of the Agreement.

3. NON-DISCRIMINATION AND COMPLIANCE WITH LAWS

3.1 Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

- 3.2 Consultant shall comply with and perform the Services in compliance with all federal, state, and local laws and ordinances, as now existing or hereafter adopted or amended.
- 3.3 Violation of this Paragraph III shall be a material breach of this Agreement and may result in ineligibility for further work for the City.

4. TERM AND TERMINATION OF AGREEMENT

- 4.1 This Agreement shall commence on the effective date of this Agreement and shall remain in effect until completion of the Services and final payment, but in any event, no later than (‘‘Term’’).
- 4.2 This Agreement may be terminated immediately by the City with or without cause. The Consultant may terminate this Agreement upon thirty (30) days written notice, in which event all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City, and Consultant shall be entitled to just and equitable compensation at the rate set forth in Paragraph II for any satisfactory work completed prior to the date of termination.

5. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. Consultant shall not be held liable for reuse of documents or modifications thereof by City or its representatives for any purpose other than the intent of this Agreement.

6. GENERAL ADMINISTRATION AND MANAGEMENT

The _____ of the City of Mercer Island, or their designee, shall be City’s representative and shall oversee and approve all Services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

7. HOLD HARMLESS

- 7.1 Consultant shall defend, indemnify, and save harmless the City, its officers, elected officials, agents, volunteers, and employees from any and all costs, claims, injuries, damages, losses, suits, judgments, or awards of damages (including costs and attorney fees), arising out of or in any way resulting from the acts, errors or omissions of Consultant, its officers, employees, and agents in performing this Agreement. However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, agents, employees, and volunteers, the Consultant’s liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant’s negligence. Consultant waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated by the parties. Consultant’s indemnification shall not be limited in any way by any

limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs.

7.2 The provisions of this Section shall survive the expiration or termination of this Agreement.

8. INSURANCE

8.1 Consultant agrees to carry and maintain insurance per this section for the duration of this Agreement. Such insurance, as a minimum, be in such form and with such carriers who have a current A.M. Best rating of not less than A:VII or other industry rating which is satisfactory to the City. The City, at its discretion, may require additional types and greater limits of insurance coverage commensurate with the risk associated with the performance of the Services.

- A. Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Washington.
- B. Commercial general liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
- C. Automobile liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01. If necessary, the policy shall be endorsed to provide contractual liability coverage, with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- D. Professional liability insurance appropriate to the Consultant's profession with limits of no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

8.2 The insurance policies for Commercial General Liability and Automobile Liability shall contain the following endorsements or provisions:

- A. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- B. The Consultant shall provide the City with written notice of any policy cancellation within two business days of the Consultant's receipt of such notice. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including without limitation the additional insured endorsement evidencing the insurance requirement of the Consultant before commencement of the Services. Consultant's failure to maintain such insurance policies as required shall constitute a material breach of this Agreement, upon which the City may, after giving five business days' notice to the

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

- 8.3 If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.
- 8.4 The Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available in law or in equity.
- 8.5 The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the Services under this Agreement.

9. SUBLETTING OR ASSIGNING CONTRACT

Neither City nor Consultant shall assign, transfer, or encumber any rights, duties or interests accruing from this Agreement without the express prior written consent of the other party.

10. FUTURE SUPPORT

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

11. INDEPENDENT CONTRACTOR

Consultant is and shall be at all times during the term of this Agreement an Independent Contractor and the City shall be neither liable nor obligated to pay Consultant sick leave, vacation pay, or any other benefit of employment nor to pay any social security or other tax which may arise as an incident of employment. The Consultant shall pay all income and other taxes as due.

12. NON-APPLICATION OF FUNDS

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Services or amounts after the end of the current fiscal periods, and this Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

13. GENERAL PROVISIONS

This Agreement, and any Specifications, Addenda, and other Exhibits attached hereto, contain all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. No provision of the Agreement may be amended or modified except by written agreement signed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs, and assigns. Any provision of this Agreement which is declared invalid, or illegal shall in no way affect or invalidate any other provision. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorney fees, costs, and expenses. The venue for any dispute related to this Agreement shall be King County, Washington. Failure of the City to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. In the event of a conflict between Exhibit A, Scope of Services, and this Agreement, this Agreement shall be controlling. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 20____.

CONSULTANT:

CITY:

[INSERT FULL LEGAL NAME OF CONSULTANT]

CITY OF MERCER ISLAND

By: _____
Name: [insert full legal name of signator]
Title: [insert title of signator]

By: _____
Jessi Bon
City Manager

Tax ID No.

9611 SE 36th Street
Mercer Island, WA 98040

Address:

Staff name:
Staff phone:
Staff email:

Phone:
Email:

Approved as to form:

By: _____
Bio Park
City Attorney