



REQUEST FOR QUALIFICATIONS (RFQ)

Owner's Representative / Consultant Services for New City Hall/Civic Campus

Issue Date: 9/18/2023

Closing Date: 10/18/2023

CONTACT

Deputy City Manager Gwen Voelpel

Telephone: (206) 973-4816

Email: gvoelpel@seatacwa.gov

VENDOR INFORMATION

Name: _

Contact Name: _

Address: _

City, State, Zip Code: _

Telephone: _

Facsimile: _

Email: _

EMAIL PROPOSALS BY 4:00 PM, ON FRIDAY, OCTOBER 18, 2023:

Attn.: Deputy City Manager Gwen Voelpel

City Manager's Office

City of SeaTac

4800 S. 188th Street

SeaTac, WA 98188

Telephone: (206) 973-4816

Email: gvoelpel@seatacwa.gov

TABLE OF CONTENTS

1. Description of City 3

2. General Information 3

3. Scope of Work 3

4. Statement of Qualifications 4

5. Selection Criteria 5

6. Contract Requirements 5

7. RFQ Questions 5

8. General Terms and Conditions 6

9. Addenda..... 7

10. Title VI Statement 7

11. Accommodations for Persons with Disabilities Statement..... 7

ATTACHMENT A: CONSULTANT SERVICES AGREEMENT 9

1. Description of City

Incorporated in February 1990, SeaTac is located in the Pacific Northwest, approximately midway between the cities of Seattle and Tacoma in the State of Washington. The city has a population of approximately 32,000. SeaTac is a vibrant community, economically strong, environmentally sensitive, and people oriented. The City surrounds the Seattle-Tacoma International Airport, (approximately three (3) square miles in area) which is owned and operated by the Port of Seattle.

SeaTac City Hall is located on the eastern edge of the city, outside of SeaTac's urban center, and more than a mile and a half from the closest Sound Transit station; there are relatively few parks or other City-owned civic improvements in the urban center.

The City is home to a diverse resident and business community. SeaTac's residents are pre-dominantly BIPOC (62%) and speak a variety of languages including Amharic, Somali, Spanish, and Vietnamese. SeaTac is a hub for the hospitality industry in the Pacific Northwest, with more than 6,000 hotel rooms and diverse retail and restaurant businesses.

2. General Information

The City of SeaTac is accepting proposals from qualified consultants to assist the City in strategizing, planning, and implementing a major public capital real estate development project. Specifically, the City is seeking consultant services to inform the City Council and City Manager on developing a new City Hall and civic campus that could include several other commercial, non-profit, and / or public uses. The City of SeaTac is interested in minimizing its development and construction risk and is seeking help in developing procurement and delivery strategies that will minimize those risks.

3. Scope of Work

The City of SeaTac is requesting proposals from qualified consultants to serve as the owner's representative for the development of a new SeaTac City Hall and civic campus. The consultant team will be managed by and report to the City's Project Manager in the City Manager's Office. Required Scope of Work elements will include but are not limited to those described below. A detailed scope of work will be developed upon selection of the successful firm.

- Project Scheduling – Develop, maintain, and implement a detailed project schedule and budget for the subject project. Identify all key milestones and the project critical path associated with meeting the project completion date.
- Site Acquisition – Perform site evaluations and due diligence associated with identifying and securing the future location for the SeaTac Civic Campus. Evaluate and make recommendations regarding leasing versus owning.
- Project Delivery – Identify, evaluate, and recommend project delivery/financing methods such as design/bid/build, GCCM, Design Build, 63-20, etc. Assist with the

development and review of associated construction contracts and documents required for the selected delivery method.

- Legal Adherence – Advise staff and ensure the project fulfills all Washington State statute requirements applicable to the selected delivery method.
- Project Team Selection – Assist in the selection of the project consultant/design team (architectural, site civil, structural, commissioning, materials testing etc.).
- Project Management – Provide day to day project management of the consultant team.
- Construction Management – Provide onsite construction management and inspection for the project.
- Public/Internal Process Management – Organize and facilitate public and internal processes necessary for advancing the project.
- Permitting – Oversee consultant preparation, submittal and tracking of project permits.

4. Statement of Qualifications

Consultants interested in this opportunity shall submit the following:

- Cover letter outlining general qualifications of the firm to perform the scope of work.
- A list of three similar successfully completed projects, including the firm’s project team member(s), their assignments, and year of the project. Include references for each project identifying the owner, contact person’s name, title, address, email address, and telephone number.
- Identification of proposed team member(s) for the City’s project with organizational chart and qualifications of the project manager and all key personnel proposed for this project. Provide the name, phone number, email address, and office address of the project manager who will direct the work for your firm.
- The firm’s experience with developing and/or managing projects requiring similar deliverables.
- Ability to assign staff to meet project schedule.
- Required signature page for proposal (page 8 of RFQ).

Statements of Qualifications must be received electronically via email to the Deputy City Manager, Gwen Voelpel, at gvoelpel@seatacwa.gov no later than 4:00PM, Pacific Standard Time, October 18, 2023. No hard copy submittals will be accepted. If the file size is larger than 15 MB, contact the project manager for alternative submission options. Upon receipt of your documents, the City will send a confirmation email. Questions about the electronic submittal process may be directed to the Deputy City Manager Gwen Voelpel at gvoelpel@seatacwa.gov.

5. Selection Criteria

All submittals will be scored on the following criteria:

Criteria	Points
Project Understanding and Approach	45
Firm's Past Experience on Similar Projects	20
Project Team's Experience	20
Firm's Ability to Meet Schedule	15

Those firms selected for interview will have the opportunity to present their past experiences in real estate development, public financing, project management, public outreach and overall project approach. Final selection of a consultant will be based on submitted materials, the interview if conducted, and responses from references.

6. Contract Requirements

The Consultant will be required to use the City of SeaTac Consultant Services Agreement attached for reference in draft form as Attachment A. Any consultant having significant reservations concerning the use of this Agreement should not apply.

7. RFQ Questions

Questions or requests for clarification regarding this RFQ shall be directed to Deputy City Manager Gwen Voelpel at gvoelpel@seatacwa.gov. Questions must be received in writing no later than 4:00PM, Pacific Standard Time, September 26, 2023. Questions will be compiled, answered, and distributed via email to all responding consultants.

Anticipated Schedule

September 18, 2023	Advertise for SOQs
October 18, 2023	Statements of Qualifications Due
October 30, 2023	City Review of RFQ Submissions
November 13, 2023	Notify Selected Consultants of Interview
November 20-30, 2023	City Interviews Selected Consultants
December 1, 2023	Final Selection
January 15, 2024	Final Scope and Contract Negotiations Completed
February 27, 2024	City Council Authorizes City Manager to Sign Contract
March 1, 2024	Notice to Proceed

8. General Terms and Conditions

The following terms and conditions apply to all proposals to provide services to City of SeaTac:

- A. City of SeaTac expressly reserves the following rights:
 - i. To reject any and/or all irregularities in the proposals submitted.
 - ii. To reject any or all proposals or portions thereof.
 - iii. To base awards with due regard to quality of services, experience, compliance with specifications, and other such factors as may be necessary in the circumstances.
 - iv. To make the award to any vendor or combination of vendors whose proposal(s), in the opinion of the City, is in the best interest of the City.
 - v. In the event negotiations are not completed with the top-ranked consultant team, negotiations may proceed with the next most qualified team or teams.
- B. Any proposal or modification received after the hour and date specified will not be accepted. Receipt time is deemed to be the email's receipt as logged by City's email system.
- C. All documents, reports, proposals, submittals, working papers, or other materials prepared by the consultant pursuant to this proposal shall become the sole and exclusive property of the City, and the public domain, and not the property of the consultant. The consultant shall not copyright, or cause to be copyrighted, any portion of said items submitted to the City because of this solicitation.
- D. The City of SeaTac shall not be responsible for any costs or fees related to response preparation, nor for costs including attorney fees associated with any (administrative, judicial or otherwise) challenge to the determination of the highest ranked proposer and/or award of contract and/or rejection of proposal. By submitting a proposal, each proposer agrees to be bound in this respect and waives all claims to such costs and fees.
- E. The consultant shall procure and maintain insurance as outlined below for the duration of this Agreement. Any Commercial General Liability and Automobile Liability insurance policies obtained shall be underwritten by insurance companies which have an A.M. Best's rating of A X or better, licensed to do business in the State of Washington. Liability insurance policies shall specifically name the City, its elected or appointed officials, officers, employees, and volunteers as Primary-Non-Contributory Additional Insureds of said policies.

The consultant shall not begin work under the Agreement until all required insurance has been obtained and until such insurances have been received by the City. The consultant shall file with the City a certificate of insurance evidencing that the policies are in force. The certificate shall be accompanied by policy endorsements as are necessary to comply with these requirements.

The types and insurance and limits are found in Attachment B – Consultant Services Agreement. Insurance requirements listed are for professional services only and additional insurance will be required as the project progresses into construction.

9. Addenda

If at any time the City changes, revises, deletes, clarifies, increases, or otherwise modifies the RFQ, the City will issue a written addendum to the RFQ and post on the City website. It is the Proposer's responsibility to check for addenda and other new documents online.

10. Title VI Statement

The City of SeaTac, 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, Non-discrimination 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 as 49 CFR part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

11. Accommodations for Persons with Disabilities Statement

The City is committed to meeting the requirements of the Americans with Disabilities Act (ADA). To access this document in other formats please contact Gwen Voelpel at gvoelpel@seatacwa.gov.

Required Signature Page for Proposal

I, the undersigned, having carefully examined the Request for Qualifications, propose to furnish services in accordance therewith as set forth in the attached proposal.

I further agree that this proposal will remain in effect for not less than sixty (60) calendar days from the date that proposals are due, and that this proposal may not be withdrawn or modified during that time.

Being first duly sworn, on my oath, I hereby certify that this proposal is genuine and not a sham or collusive proposal, or made in the interests or on behalf of any person not therein named; and I have not directly or indirectly induced or solicited any consultant or supplier on the above work to put in a sham proposal or any person or corporation to refrain from submitting a proposal; and that I have not in any manner sought by collusion to secure to myself an advantage over any other contractor(s) or person(s).

In order to induce the City to consider this proposal, the proposer irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to City of SeaTac, and proposer further promises that it will not in the future directly or indirectly induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to City of SeaTac.

Signature:

Printed Name: _

Firm Name: _

Address: _

Telephone: _

Facsimile: _

Email: _

UBI No.: _

THIS PAGE MUST BE SIGNED AND RETURNED WITH PROPOSAL.

ATTACHMENT A: CONSULTANT SERVICES AGREEMENT

**CONSULTANT CONTRACT
BETWEEN THE CITY OF SEATAC AND _____**

THIS AGREEMENT is made and entered into on this _____ day of September, 2023, by and between the CITY OF SEATAC, a municipal corporation of the State of Washington, hereinafter referred to as “City”, and _____, hereinafter referred to as the “Consultant,” and hereinafter referred to collectively as the “Parties.” The City hereby agrees to retain the Consultant, as an independent contractor, and the Consultant hereby agrees to serve the City pursuant to this Agreement.

1. Scope of Services.

The Consultant agrees to perform in a good and professional manner the tasks described on Exhibit “A” attached hereto and incorporated herein by this reference. (The tasks described on Exhibit “A” shall be individually referred to as a “task,” and collectively referred to as the “services.”) The Consultant shall perform the services as an independent contractor and shall not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, employment or other relationship with the City.

2. Additional Services.

From time-to-time hereafter, the Parties hereto may agree to the performance (by the Consultant) of additional services with respect to related work or projects. Any such agreements shall be set forth in writing and shall be executed by the Parties prior to the Consultant’s performance of the services, except as may be provided to the contrary in Section 3 of this Agreement. Upon proper completion and execution of an amendment (Consultant Contract Amendment), such amendment shall be incorporated into this Contract and shall have the same force and effect as if the terms of such amendment were a part of this Contract as originally executed. The performance of services pursuant to an amendment shall be subject to the terms and conditions of this Contract except where the amendment provides to the contrary, in which case the terms and conditions of any such amendment shall control. In all other respects, any amendment shall supplement and be construed in accordance with the terms and conditions of this Agreement.

3. Performance of Additional Services Prior to Execution of an Amendment.

The Parties hereby agree that situations may arise in which services other than those described on Exhibit “A” are desired by the City and the time period for the completion of such services makes the execution of amendment impractical prior to the commencement of the Consultant’s performance of the requested services. The Consultant hereby agrees that it shall perform such services upon the oral request of an authorized representative of the City pending execution of an amendment, at a rate of compensation to be agreed upon by the Parties. The invoice procedure for any such additional services shall be described in Section 7 of this Agreement.

4. Consultant’s Representations.

The Consultant hereby represents and warrants that it has all necessary licenses and certifications to perform the services provided for herein and is qualified to perform such

services.

5. City's Responsibilities.

The City shall do the following in a timely manner so as not to delay the services of the Consultant:

- A. Designate in writing a person to act as the City's representative with respect to the services. The City's designee shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services.
- B. Furnish the Consultant with all information, criteria, objectives, schedules and standards for the project and the services provided for herein.
- C. Arrange for access to the property or facilities as required for the Consultant to perform the services provided for herein.
- D. Examine and evaluate all studies, reports, memoranda, plans, sketches, and other documents prepared by the Consultant and render decisions regarding such documents in a timely manner to prevent delay of performance of the services.

6. Acceptable Standards.

The Consultant shall be responsible to provide, in connection with the services contemplated in this Agreement, work product and services of a quality and professional standard acceptable to the City.

7. Compensation.

As compensation for the Consultant's performance of the services provided for herein, the City shall pay the Consultant the fees and costs specified on Exhibit "B" attached hereto and incorporated herein by this reference, or as specified in an addendum. The Consultant shall submit to the City an invoice or statement of time spent on tasks included in the scope of work provided herein, and the City shall process the invoice or statement in the next billing/claim cycle following receipt of the invoice or statement and shall remit payment to the Consultant thereafter in the normal course, subject to any conditions or provisions in this Agreement or addendum.

8. Time for Performance and Term of Contract.

The Consultant shall perform the services provided for herein in accordance with the direction and schedule provided on Exhibit "C" attached hereto and incorporated herein by this reference, unless otherwise agreed to in writing by the Parties. The Term of this Agreement shall commence on the date hereof, or, on the ____ day of September, 2023, and shall terminate upon completion of the performance of the scope of work provided herein, according to the schedule provided on Exhibit "C", unless otherwise agreed to in writing by the Parties.

9. Ownership and Use of Documents.

All documents, reports, memoranda, diagrams, sketches, plans, surveys, design calculations, working drawings and any other materials created or otherwise prepared by the Consultant as part of its performance of this Agreement ("Work Product") shall be

owned by and become the property of the City, and may be used by the City for any purpose beneficial to the City.

10. Records Inspection and Audit.

All compensation payments shall be subject to the adjustments for any amounts found upon audit or otherwise to have been improperly invoiced, and all records and books of accounts pertaining to any work performed under this Agreement shall be subject to inspection and audit by the City for a period of up to three (3) years from the final payment for work performed under this Agreement.

11. Public Records.

The Consultant acknowledges that the City is a public agency subject to the Public Records Act codified in Chapter 42.56 of the Revised Code of Washington and documents, notes, emails, and other records prepared or gathered by the Consultant in its performance of this Agreement may be subject to public review and disclosure, even if those records are not produced to or possessed by the City of SeaTac. Consultant agrees to cooperate fully in satisfying the City's duties and obligations under the Public Records Act.

12. Continuation of Performance.

In the event that any dispute or conflict arises between the Parties while this Agreement is in effect, the Consultant agrees that, notwithstanding such dispute or conflict, the Consultant shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities.

13. Administration of Contract.

This Agreement shall be administered by _____, on behalf of the Consultant, and by the City Manager of the City, or designee, on behalf of the City. Any written notices required by the terms of this Agreement shall be served on or mailed to the following addresses:

CITY OF SEATAC:

City of SeaTac
Attn.: Gwen Voelpel
4800 S. 188th Street
SeaTac, WA 98188
Telephone: (206) 973-4816
Email: gvoelpel@seatacwa.gov

CONSULTANT:

Consultant
Attn.: _____

Telephone: _____
Email: _____

14. Notices.

All notices or communications permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or deposited in the United States mail, postage prepaid, for mailing by certified mail, return receipt requested, and addressed, if to a party of this Agreement, to the address for the party set forth above, or if to a person not a party to this Agreement, to the address designated

by a party to this Agreement in the foregoing manner.

Any party may change its address by giving notice in writing, stating its new address, to any other party, all pursuant to the procedure set forth in this Section of the Agreement.

15. Indemnification.

The Consultant shall indemnify and hold harmless the City and its elected and appointed officers, officials, employees, volunteers and agents, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of, or arising out of the negligent acts or omissions of the Consultant, its officers, employees, agents, or any of them relating to or arising out of the performance of this Agreement. If a final judgment is rendered against the City, its elected and appointed officers, officials, employees, volunteers, agents and/or any of them, or jointly against the City and the Consultant and their respective officers, employees, agents, or any of them, the Consultant shall satisfy the same to the extent that such judgment was due to the Consultant's negligent acts or omissions.

16. Insurance.

The Consultant shall be responsible for maintaining, during the term of this Agreement, and, at its sole cost and expense, the types of insurance coverages and in the amounts described below. The Consultant shall furnish evidence, satisfactory to the City, of all such policies. During the term hereof, the Contractor shall take out and maintain in full force and effect the following insurance policies:

The minimum insurance types and limits are as follows:

COMMERCIAL GENERAL LIABILITY-Comprehensive Form

\$1,000,000 per occurrence liability/\$2,000,000 annual aggregate, coverage to include Premise and Operations Liability
Blanket Contractual
Product and Completed Operations Liability
Stop Gap Liability - \$1,000,000/\$1,000,000/\$1,000,000

AUTOMOBILE LIABILITY

\$1,000,000 per accident bodily injury and property damage liability, including any owned, hired or non-owned automobile

ERRORS AND OMISSIONS

\$1,000,000 per occurrence liability

PROFESSIONAL LIABILITY, ERRORS & OMISSIONS

\$1,000,000 per occurrence, and in the aggregate

WORKER'S COMPENSATION

Employees of Consultant and subcontractors are to be insured under Washington State Industrial Insurance.

The above policy limits may be obtained through the use of excess liability (umbrella) insurance. Consultant must obtain a Certificate of Insurance that complies with the requirements above, which must be approved by the City's Risk Management division.

Failure of the Contractor to fully comply with the requirements regarding insurance will be considered a material breach of contract and shall be cause for immediate termination of this Agreement.

17. Assignment.

Neither party to this Agreement shall assign any right or obligation hereunder, in whole, or, in part, without the prior written consent of the other party hereto. No assignment or transfer of any interest under this Agreement shall be deemed to release the assignor from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.

18. Amendment, Modification or Waiver.

No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid, or, of any effect, unless made in writing, signed by the party or Parties to be bound, or such party's or Parties' duly authorized representative(s) and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not affect or impair any right arising from any subsequent default.

Nothing herein shall limit the remedies or rights of the Parties hereto under and pursuant to this Agreement.

19. Termination and Suspension.

Either party may terminate this Agreement upon written notice to the other party if the other party fails substantially to perform in accordance with the terms of this Agreement through no fault of the party terminating the Agreement.

The City may terminate this Agreement not less than seven (7) days written notice to the Consultant, if the services provided for herein are no longer needed from the Consultant, and/or if the legislative body of the City does not appropriate funds in the City budget to pay for such services.

If this Agreement is terminated through no fault of the Consultant, the Consultant shall be compensated for services performed prior to termination in accordance with the rate of compensation provided in Exhibit "B" hereof.

20. Parties in Interest.

This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the Parties hereto and their respective successors and assigns, provided that this Section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of

the Parties hereto and it does not create a contractual relationship with or exist for the benefit of any third-party, including contractors, subcontractors and their sureties.

21. Costs to Prevailing Party.

In the event of such litigation or other legal action, to enforce any rights, responsibilities or obligations under this Agreement, the prevailing Parties shall be entitled to receive its reasonable attorneys' fees and costs.

22. Applicable Law.

This Agreement and the rights of the Parties hereunder shall be governed by the interpreted in accordance with the laws of the State of Washington and venue for any action hereunder shall be in the county in Washington State in which the property or project is located, and, if not site specific, then in King County, Washington; provided, however, that it is agreed and understood that any applicable statute of limitation shall commence no later than the substantial completion of the services by the Consultant.

23. Captions, Headings and Titles.

All captions, headings or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraphs or sections to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and masculine, feminine and neutral expressions shall be interchangeable. Interpretation or construction of this Agreement shall not be affected by any determination as to who is the drafter of this Agreement, this Agreement having been drafted by mutual agreement of the Parties.

24. Severable Provisions.

Each provision of this Agreement is intended to be severable. If any provision hereof is deemed illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

25. Entire Contract.

This Agreement contains the entire understanding of the Parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the Parties with respect to such subject matter.

26. Counterparts.

This Contract may be executed in multiple counterparts, each of which shall be one and the same Contract and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other party.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed effective the day and year first set forth above.

CITY OF SEATAC:

CONTRACTOR:

By: _____
Printed Name: Carl C. Cole
Its: City Manager
Date: _____

By: _____
Printed Name: _____
Its: _____
Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Printed Name: Cindy Corsilles
Its: Senior Assistant City Attorney

By: _____
Printed Name: _____
Its: _____

Exhibit A
Scope of Services

Exhibit B
Compensation: Consultant's Fees and Costs

Exhibit C
Schedule: Time for Performance and Term of Contract