



City of Lake Forest Park

REQUEST FOR PROPOSAL Low Impact Development/Green Building Program

Purpose/Background

The City of Lake Forest Park (the “City”) is soliciting Request for Proposal (RFP) for the purpose of preparing and implementing green building/low impact development codes and producing public information materials to promote green building and LID drainage practices in the city. This will include working with the Planning Department staff, the Planning Commission and final approval of ordinances by the City Council. A technical analysis sponsored by the Puget Sound Partnership was completed in 2008 that reviewed the City’s existing regulations and developed amendments and incentives that would support low impact development. The Planning Department needs assistance moving these regulatory changes through the adoption and implementation process. Finalization of the LID regulations will involve ensuring that they are in accord with State law and receive a recommendation from the Planning Commission. The consultant will also undertake an analysis of whether existing City Building codes should be amended to encourage green building techniques and, to the extent necessary, prepare such amendments. The work will also involve developing public information material that encourages permit applicants to use LID practices and green building techniques. The consultant will develop information brochures that will accompany permit applications for various scale projects that range from installing a green roof or deck to new, green residential and commercial structures. The consultant will also assist in public outreach efforts to promote green building and LID practices including conducting a survey of citizens and businesses, participating in a city green fair, developing an interactive web page, and conducting workshops for contractors and homeowners. Funds for the project are through the State Department of Ecology Coordinated Prevention Grant (CPG) and King County Waste Reduction and Recycling (WRR.)

Scope of Work

- Review citywide issues related to green building and low impact development including the City’s Comprehensive Plan and current land development/building codes to identify obstacles and inconsistencies.
- Assist in public outreach efforts to identify public needs and values and promote green building and LID practices. Activities may include but not be limited to conducting a survey of citizens and businesses, participating in a city green fair, developing an interactive web page, and conducting workshops for contractors and homeowners.
- Prepare draft code amendments for review by Planning Commission and redraft as necessary to receive Planning Commission recommendation to City Council
- Conduct public workshop for feedback on proposed codes

- Present final codes for City Council approval and participate in adoption process.
- Develop material for public information (tool kit.)
- Develop promotional materials and conduct public outreach

Qualifications

This project will require the Consultant to have the following qualifications:

- Five (5) or more years of related experience
- Experience working with municipal and regulatory entities
- Experience with Low Impact Development (LID) or Natural Drainage Practices (NDP) for conveyance, treatment and storage of stormwater and green building techniques and promotion.

RFP Schedule:

Release RFP	February 26, 2010
Proposals due	March 19
Selection of candidates to be interviewed	March 24
Interviews held	March 31
Recommendation to the Council	April 8

Submittal Requirements

- A cover letter/statement of interest indicating the firm's interest in the project and highlighting its qualifications to perform this project. A summary of firm's experience in requested service areas, as specifically mentioned in attached scope.
- A description of the firm's experiences working with municipal government.
- Statement of qualifications, including related experience with similar types of projects and specific qualifications or resumes of key team members such as proposed Project Manager, Project Principal, sub consultant firms, etc. arranged in a Team Organizational Chart
- Project Proposal that includes a proposed schedule with key milestones and deliverable dates
- Up to three (3) examples of similar projects (does not count against page limit)
- A minimum of three (3) references relating to completed projects for the services being requested with full name, title, address, phone and fax numbers.
- Responses must be limited to no more than ten (10) sheets excluding specific project examples, references, resumes and covers. Sheets shall be printed double sided.
- Provide 6 copies and a CD of your submittal by **March 19, 4:00 PM** to:

Tema Nesoff, Community Services Manager
 City of Lake Forest Park
 17425 Ballinger Way NE
 Lake Forest Park, WA 98155

Signatures

The proposal shall be signed by one of the legally authorized officers of said corporation. If awarded the contract, the Contract shall also be so executed.

Evaluation Criteria

Evaluations will be based on the criteria listed below:

- Experience of firm with similar projects
- Experience of proposed project team and key team members
- Overall quality of statement of qualifications
- Innovative approaches and proposed solutions to issues associated with this project

Project Duration

The project must be completed by December 31, 2010.

Compensation

The project budget is \$20,000

Questions: Questions regarding this project may be directed to Stephen Bennett or Tema Nesoff via e-mail at sbennett@ci.lake-forest-park.wa.us or tnesoff@ci.lake-forest-park.wa.us respectively. Unauthorized contact regarding this RFP with other City employees may result in disqualification. If need for additional information or clarification arises, it will be posted on the City's website at www.cityofflp.com under "Request for Proposal/Low Impact Development." It is the responsibility of individual firms to check the website for any amendments or Q & A's to this RFP.

Rejection Of Submittals The city reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the city to pay any costs incurred by respondents in the preparation and submission of their qualifications. Furthermore, the RFP does not obligate the city to accept or contract for any expressed or implied services.

Contract Award: The City reserves the right to make an award without further discussion of the submittals. The firm selected as the apparently successful firm will be expected to enter into a contract with the City. A sample City contract is provided on the City website at www.cityofflp.com under "Request for Proposal/Low Impact Development. If the selected firm fails to sign the Contract within ten (10) business days of delivery of the final Contract, the City may elect to negotiate a Contract with the next-highest ranked firm. The City shall not be bound, or in any way obligated, until both parties have executed a Contract. No party may incur any chargeable costs prior to the execution of the final Contract.

Contract Negotiation: The City reserves the right to negotiate all elements of the submittals, proposals, terms and conditions, and/or scope of work as part of the contract negotiation process prior to any formal authorization of the Contract by the City.

Equal Opportunity Employment: The successful consultant or consultants must comply with the City of Lake Forest Park equal opportunity requirements. The City of Lake Forest Park is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality or disability.

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

Insurance Requirements: The selected firm shall maintain insurance that is sufficient to protect the firm's business against all applicable risks, as set forth in the in the relevant section of the City's Professional Services Contract. If selected firm is unable to meet these standard requirements, please note current or proposed insurance coverages in submittal. Standard requirements may be negotiated if it is in the best interest of the city.

Business Registration And Taxation: The consultant awarded the contract will be subject to City of Lake Forest Park's Business Registration and Business Taxation as presented in the Lake Forest Park Municipal Code.

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

Non-Collusion: Submittal and signature of a statement of qualifications swears that the document is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the consultant has not induced or solicited others to submit a sham offer, or to refrain from proposing.

Compliance with Laws and Regulations: In addition to nondiscrimination and affirmative action compliance requirements previously listed, the consultant or consultants ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

Public Records: Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this RFP (the "documents") become a public record upon submission to the City, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law.

**CITY OF LAKE FOREST PARK
AGREEMENT FOR CONSULTANT SERVICES**

Contract Title:

Contract #:

THIS AGREEMENT made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and _____, (the "Consultant") is dated this ____ day of _____ 200__.

Consultant Business:

Consultant Address:

Consultant Phone:

Consultant Fax:

Contact Name

Consultant e-mail:

Federal Employee ID No.:

Authorized City Representative for
this contract

WHEREAS, the City desires to [identify service; e.g., “perform a transportation study of the 44th street corridor”]; and

WHEREAS, public convenience and necessity require the City to obtain the services of a consultant with [e.g., transportation engineering experience]; and

WHEREAS, the City finds that Consultant is qualified to perform and is experienced in performing the required services; and

WHEREAS, the city desires to engage the Consultant to [nature of service];

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. Employment of Consultant. The City retains the Consultant to provide the services described in “Exhibit A – Scope of Work” (the “Work”). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement.

The City may revise the Work and the compensation only by a written Change Order signed by the authorized City representative that shall become a part of this Agreement.

The project manager(s) of the Work shall be _____. The project manager(s) shall not be replaced without the prior written consent of the City.

Work shall commence when the City issues a notice to proceed and it shall be completed no later than _____, unless the completion date is extended in writing by the City.

2. Compensation.

A. The total compensation to be paid to Consultant, including all services and expenses, shall not exceed _____ (\$_____) as shown on Exhibit B, which shall be full compensation for the Work. Consultant shall notify the City when its requests for payment reach eighty-five percent of the total compensation.

B. The Consultant shall be paid in such amounts and in such manner as described in Exhibit B.

C. Consultant shall be reimbursed for Eligible Expenses actually incurred. "Eligible Expenses" means those types and amounts of expenses listed in Exhibit C or those expenses that are approved for reimbursement by the City in writing before the expense is incurred. If overnight lodging is authorized, Consultant shall lodge within the corporate limits of City.

3. Request for Payment.

A. Not more than once every thirty days the Consultant shall file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

B. All requests for payment should be sent to

City of Lake Forest Park
Attn: _____
17425 Ballinger Way N.E.
Lake Forest Park, WA 98155

4. Work Product. The Consultant shall submit all reports and other documents specified in Exhibit A according to the schedule established in Exhibit A. If, after review by the City, the information is found to be unacceptable, Consultant, at its expense, shall expeditiously correct such unacceptable work. If Consultant fails to correct unacceptable work, the City may withhold from any payment due an amount that the City reasonably believes will equal the cost of correcting the work.

All reports, drawings, plans, specifications, and intangible property created in furtherance of the Work, and any intellectual property in such documents, are property of the City and may be used by the City for any purpose; provided that re-use without Consultant's permission shall be at the City's sole risk.

5. Termination of Contract. City may terminate this Agreement by sending a written notice of termination to Consultant ("Notice") that specifies a termination date ("Termination Date") at least fourteen (14) days after the date of the Notice. Upon receipt of the Notice, the Consultant shall acknowledge receipt to the City in writing and immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Consultant's material breach, the Consultant shall be paid or reimbursed for all hours worked and Eligible Expenses incurred up to the Termination date, less all payments previously made; provided that work performed after date of the Notice is reasonably necessary to terminate the Work in an orderly manner. The Notice may be sent by any method reasonably believed to provide Consultant actual notice in a timely manner

6. Assignment of Contract – Subcontractors. Consultant shall not assign this contract or sub-contract or assign any of the Work without the prior written consent of the City.

7. Indemnification. To the extent provided by law and irrespective of any insurance required of the Consultant, the Consultant shall defend and indemnify the City from any and all Claims arising out of or in any way relating to this Agreement; provided, however, the requirements of this paragraph shall not apply to that portion of such Claim that reflects the percentage of negligence of the City compared to the total negligence of all persons, firms or corporations that resulted in the Claim.

Consultant agrees that the provisions of this paragraph 7 apply to any claim of injury or damage to the persons or property of consultant's employees. As to such claims and with respect to the City only, consultant waives any right of immunity, which it may have under industrial insurance (Title 51 RCW and any amendment thereof or substitution therefore). THIS WAIVER IS SPECIFICALLY NEGOTIATED BY THE PARTIES AND IS SOLELY FOR THE BENEFIT OF THE CITY AND CONSULTANT.

As used in this paragraph: (1) "City" includes the City's officers, employees, agents, and representatives; (2) "Consultant" includes employees, agents, representatives sub-consultants; and (3) "Claims" include, but is not limited to, any and all losses, claims, causes of action, demands, expenses, attorney's fees and litigation expenses, suits, judgments, or damage arising from injury to persons or property.

Consultant shall ensure that each sub-consultant shall agree to defend and indemnify the City to the extent and on the same terms and conditions as the Consultant pursuant to this paragraph.

8. Insurance.

A. Consultant shall comply with the following conditions and procure and keep in force at all times during the term of this Agreement, at Consultant's expense, the following policies of insurance with companies authorized to do business in the State of Washington. The Consultant's insurance shall be rated by A. M. Best Company at least "A" or better with a numerical rating of no less than seven (7) and otherwise acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Consultant shall require each sub-consultant to provide Workers' Compensation Insurance for its employees, unless the Consultant covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Coverage may be written on a claims made basis; provided that the retroactive date on the policy or any renewal policy shall be the effective date of this Agreement or prior, and that the extended reporting or discovery period shall not be less than 36 months following expiration of the policy. The City may waive the requirement for Professional Errors and Omissions Insurance whenever the Work does not warrant such coverage or the coverage is not available.

5. Each policy shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City.

Upon written request to the City, the insurer will furnish, before or during performance of any Work, a copy of any policy cited above, certified to be a true and complete copy of the original.

B. Before the Consultant performs any Work, Consultant shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Lake Forest Park, its officers, employees and agents as Additional Insured on the

Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insured. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Consultant's obligations to fulfill the requirements.

C. Consultant shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Consultant shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

D. In case of the breach of any provision of this section, the City may provide and maintain at the expense of Consultant insurance in the name of the Consultant and deduct the cost of providing and maintaining such insurance from any sums due to Consultant under this Agreement, or the City may demand Consultant to promptly reimburse the City for such cost.

9. **Independent Contractor.** The Consultant is an independent Contractor responsible for complying with all obligations of an employer imposed under federal or state law. Personnel employed by Consultant shall not acquire any rights or status regarding the City.

10. **Employment.** The Consultant warrants that it did not employ or retain any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement or pay or agree to pay any such company or person any consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right either to terminate this Agreement without liability or to deduct from the Agreement price or consideration or to otherwise recover, the full amount of such consideration.

11. **Audits and Inspections.** The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement.

12. **City of Lake Forest Park Business License.** Consultant shall obtain a City of Lake Forest Park business license before performing any Work.

13. **Compliance with Federal, State and Local Laws.** Consultant shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of the Work.

14. **Waiver.** Any waiver by the Consultant or the City of the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

15. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.

16. **Modification of Agreement.** This Agreement may be modified by a Change Order as provided in ¶1, or by a writing that is signed by authorized representatives of the City and the Consultant.

16. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.

17. **Notices.**

A. Notices to the City of Lake Forest Park shall be sent to the following address:

City of Lake Forest Park
 Attn:
 17425 Ballinger Way N.E.
 Lake Forest Park, WA 98155

B. Notices to the Consultant shall be sent to the following address:

19. **Venue.** This Agreement shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Agreement shall be in King County.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the date first above written

<p>CITY OF LAKE FOREST PARK WASHINGTON</p> <p>By: _____ _____, Mayor</p> <p>_____ Date</p>	<p><i>CONSULTANT: Please fill in the spaces and sign in the box appropriate for your business entity.</i></p> <hr/> <p>Corporation _____ _____ [Consultant's Complete Legal Name]</p> <p>By _____ _____</p> <p>Typed/Printed Name: _____ Its _____ Date: _____</p>
<p>ATTEST:</p> <hr/> <p>Susan Stine, City Clerk Date: _____</p>	<p>Partnership (general) _____ [Consultant's Complete Legal Name] a Washington general partnership</p> <p>By _____ Typed/Printed Name: _____ General Partner Date: _____</p>
<p>APPROVED AS TO FORM:</p> <hr/>	<p>Partnership (limited) _____ [Consultant's Complete Legal Name] a Washington limited partnership</p>

<p>Michael P. Ruark, City Attorney Date: _____</p>	<p>By _____ Typed/Printed Name: _____ General Partner Date: _____</p>
	<p><i>Sole proprietorship</i></p> <p>_____ Typed/Printed Name: _____ Sole proprietor Date: _____</p>
	<p><i>Limited Liability Company</i></p> <p>_____ [Consultant's Complete Legal Name] a Washington limited liability company</p> <p>By _____ Typed/Printed Name: _____ Managing Member Date: _____</p>

EXHIBIT A
SCOPE OF WORK

Exhibit A – Scope of Work

1. Work to Be Performed

2. Reports

[EXAMPLES]

Report	Frequency	Contents

EXHIBIT B
COMPENSATION

Exhibit B – Compensation

ALTERNATE A [HOURLY RATE UP TO A MAXIMUM AMOUNT]

The City shall pay the Consultant a sum equal to the amount of hours actually worked multiplied by the rate identified herein for the staff performing the Work, subject to the maximum stated in ¶2A of this Agreement.

Name	Responsibility	Rate	Est. Hours	Extension

ALTERNATE B [LUMP SUM]

The City shall pay the Consultant a fixed sum of Dollars (\$).

EXHIBIT C
REIMBURSABLE EXPENSES

Exhibit C – Reimbursable Expenses

Type of Expense	Maximum Per Item	Cumulative Maximum
Parking		
Meals		