



City of Mercer Island Athletic Fields Design Request for Proposals (RFP), No. 22-24

Date of Release: August 23, 2022

RFP Submittal Due: September 15, 2022, at 5pm PST

Contact: Sarah Bluvas, CIP Project Manager | sarah.bluvas@mercerisland.gov

INTRODUCTION

The City of Mercer Island (City) requests proposals from firms to design and/or construct athletic field facilities at Island Crest Park. Successful applicants will specialize in sports facility design, design-build, engineering, and/or construction; general parks facility design, design-build, engineering, and/or construction; or other disciplines relevant to design and renovation of athletic fields such as baseball and softball fields. Applicants should be adept at engaging community members in the design process as well as understand and promote sustainable and “green” practices for constructing and maintaining public sports facilities.

BACKGROUND

The City of Mercer Island is located on an island of the same name in Lake Washington and consists of high-quality residential areas, conserved open space, parks, and miles of shoreline. Mercer Island, which was formerly part of East Seattle, was incorporated in 1960 and has a population of just over 25,000. Most of Mercer Island’s 6.2 square miles of land area (just over five miles long and two miles wide) is developed with single family homes. The Town Center and two other commercial areas serve the Island and provide a range of business and service opportunities for the community.

Mercer Island features 481 acres of parks and open space, including neighborhood parks and trails, and larger recreational areas with a regional draw, such as Luther Burbank Park and Aubrey Davis Park. The parks system includes more than 40 athletic field and court facilities, including baseball, soccer, and lacrosse fields, and tennis, pickleball, and basketball courts.

In March 2022, the Mercer Island City Council adopted the [Parks, Recreation, and Open Space Plan \(PROS Plan\)](#), which highlights athletic fields as an important area for capital investment. Upon adoption of the PROS Plan, the Council also authorized funds for the 2022 design and 2023 construction of athletic field projects at Island Crest Park.

SCOPE OF WORK

Project Description

The City seeks proposals for ballfield upgrades at Island Crest Park (ICP), a large park located mid-Island that is used year-round by Island residents and regional visitors. ICP includes two baseball fields that serve as the “home fields” for Mercer Island High School’s Varsity and JV baseball teams. This capital project entails upgrading the ballfield backstops at both the North and South Fields and replacing the North Infield turf.

The South Field backstops are worn and not functioning well. Field users have reported foul balls hitting spectators and vehicles in the parking lot, but the existing poles cannot support more netting or additional height, according to an engineer’s assessment. The current backstop needs to be replaced with a taller structure designed to reduce foul ball conflicts with spectators. The design will require larger diameter poles and welded connections due to the wind load at the site.

The North Field is the most-used athletic field in the City’s park system, hosting recreational and league teams year-round. The backstop also needs to be replaced with a taller structure. The synthetic turf, which is due for a lifecycle replacement, should be upgraded with cork and shock pad to replace the current crumb rubber infill.

Design Budget: \$110,000

Target Construction Completion Date: Q4 2023

General Scope of Services

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

1. Conduct site visits and review relevant document, studies, and other background information.
2. Engage with project stakeholders (where applicable) to inform the design concept(s).
3. Complete project design(s):
 - a. 30% Design – Plans and preliminary engineer’s estimate
 - b. 60% Design – Plans, specifications, and preliminary engineer’s estimate
 - c. Final design package – Plans, specifications, and engineer’s estimate
4. Develop bid-ready contract documents.
5. Provide bidding and design support services during construction, with an option for inspection services (depending on budget capacity).

The City expects the selected firm to provide project management services in close consultation with the City’s project manager, including ensuring projects remain on schedule and within budget.

SUBMITTAL DETAILS

Submittal Requirements

Please include the following in your submittal:

Cover Letter/Statement of Interest: Describe your interest in assisting the City in designing the ICP ballfield upgrades and commitment to provide the services described in the General Scope of Services.

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: Please provide the following information for three (3) relevant projects managed by the proposed project manager within the last five (5) 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).

Work Samples: Please include two (2) of the following work products from previous projects:

- Charts, illustrations, diagrams, or other visuals (including supporting text) intended for a general public audience; and
- Summary report of public meeting, survey results, or other outcomes deliverable.

These work samples will not count toward the page count.

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(s). Qualified firms should demonstrate knowledge and understanding of:

- Best practices for athletic field and/or court design according to regional and national standards;
- Green building or other sustainable approaches to incorporate into the project(s); and
- Relevant mechanisms for engaging the community in the design process.

Include a high-level 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 72 hours for document review. The timeline should demonstrate commitment to completing the design and bid-ready documents per the proposed timeline outlined in this document.

References: Provide three (3) references from clients for whom your firm has performed similar work within the last five (5) 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@mercergov.org no later than **5pm on Thursday, September 15, 2022**.
- All proposals shall be clearly titled: **RFP 22-24 Athletic Field Design**
- Please limit submittals to **10 pages** using at least 10pt font (not including cover letter/statement of interest, project team resumes, or work samples).
- Upon receipt of each submittal, the City will provide the firm with an acknowledgment of receipt. All proposals received will become the property of the City and will not be returned.
- **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.
- Direct all submittal questions to Sarah Bluvás, CIP Project Manager, sarah.bluvás@mercerisland.gov, no later than **5pm on Thursday, September 8, 2022**. 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.

Conditions of Submittal

Costs for Development of Submittals: All costs for developing submittals in response to this RFP 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 Attachment 1. Consultants that submit proposals are expected to meet the terms contained in the PSA.

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.

| Milestone | Date |
|----------------------------|-----------------------|
| RFP release | August 23 |
| Deadline for questions | September 8, 5pm PST |
| City response to questions | September 12 |
| Proposals due | September 15, 5pm PST |
| Evaluation period** | September 2022 |
| Contract(s) awarded | October 2022 |
| Target project kick-off | November 2022 (TBC) |

***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

Submittals will be evaluated using the following criteria:

Project Understanding and Methodology: The submittal demonstrates thorough understanding of the project(s); how the team plans to address the needs of the City; and the team's unique qualities as they relate to the project(s). It demonstrates the ability to engage the City and the project stakeholders in an open public process; and a sound approach that will meet the Proposed Timeline. [30 points]

Project Team Qualifications and Experience: The submittal provides a complete and comprehensive organizational chart or similar explanation of team members' roles and responsibilities, including a summary of each firm on the team, office locations, number of staff, and area(s) of expertise. It demonstrates the team's strengths and unique qualities as well as that the team design meets the needs of the project(s). [25 points]

Relevant Project Experience: The submittal demonstrates relevant and successful experience with similar parks CIP planning, design, and/or public engagement projects. [20 points]

Project Schedule/Deadlines: Demonstrate the ability of the team to meet the proposed schedule(s), including assigned staff availability. [20 points]

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. Documents should include minimal typos, be organized and formatted in a clear and logical manner, and demonstrate the project team's ability to communicate complex information to a variety of audiences. [5 points]

Additional Details

- All responses to this request will be screened for eligibility. As time permits, a selection panel will review responses, according to the criteria listed above, and may conduct reference checks as part of the process. If there is insufficient information, the City reserves the right to request additional information and to interview firms to discuss their qualifications.

- 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.
- It is anticipated that a firm or firms will be selected from this process and a contract or contracts will be negotiated. If the City selects a firm to provide design services, the successful firm shall be issued a written a Notice of Selection.

ATTACHMENTS

- Attachment 1: Sample City of Mercer Island Agreement for Professional Services

Attachment 1



AGREEMENT FOR PROFESSIONAL SERVICES

CITY OF MERCER ISLAND, WASHINGTON
9611 SE 36th Street, Mercer Island, WA 98040

Title:

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") dated _____ 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 _____, a _____, a _____, choose type of person or entity ("Consultant").

I. SERVICES BY CONSULTANT

Consultant shall perform the services described in the scope of work attached hereto as Exhibit "A", ("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 his/her designee.

II. PAYMENT

- A. 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:** _____
- B. 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.
- C. All invoices shall be paid by mailing a City warrant within 45 days of receipt of a proper invoice.
- D. 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.
- E. 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.

III. NON-DISCRIMINATION AND COMPLIANCE WITH LAWS

- A. 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.
- B. 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.
- C. Violation of this Paragraph III shall be a material breach of this Agreement and may result in ineligibility for further work for the City.

IV. TERM AND TERMINATION OF AGREEMENT

- A. 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”).
- B. This Agreement may be terminated immediately by the City with or without cause. The Consultant may terminate this Agreement upon thirty 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.

V. 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.

VI. GENERAL ADMINISTRATION AND MANAGEMENT

The _____ of the City of Mercer Island, or his/her 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.

VII. HOLD HARMLESS

- A. Consultant shall protect, indemnify and save harmless the City, its officers, elected officials, agents, volunteers and employees from any and all costs, claims, 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 Public Entity, its officers, officials, 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.

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

VIII. INSURANCE

- A. Consultant agrees to carry as a minimum, the following insurance, 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:
- (1) Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Washington;
 - (2) 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.
 - (3) 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.
 - (4) 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.
- B. The insurance policies for Commercial General Liability and Automobile Liability shall contain the following endorsements or provisions:

- (1) 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.
- (2) 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.

C. 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.

D. 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.

IX. 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.

X. FUTURE SUPPORT

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

XI. 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.

XII. 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.

XIII. GENERAL PROVISIONS

This Agreement contains 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:

CITY OF MERCER ISLAND

By: _____

By: _____

Name:

Jessi Bon, City Manager

Title:

9611 SE 36th Street

Mercer Island, WA 98040

Tax ID No. _____

Staff name Sarah Bluvus

Staff phone # 206.275.7864

Address:

Approved as to form:

Phone:

By: _____

Bio Park, City Attorney