

**CITY OF SHORELINE
REQUEST FOR PROPOSALS
RFP NO. 6124**

Shoreline Urban Tree Canopy Assessment

Submittal Date: **December 13, 2010** 4:00 p.m. Pacific Local Time

The City of Shoreline, Washington, located immediately north of Seattle, is soliciting proposals (RFP) from individuals or firms interested in providing an Urban Tree Canopy assessment to establish a replicable baseline measure and analysis of total urban tree canopy City-wide.

Primary Objectives

The purpose of the proposed Urban Tree Canopy Baseline Study is to inform the development of new regulations with the goal of reducing the environmental impacts of site development, while promoting the reasonable use of land in the City. This will be accomplished by encouraging the preservation and restoration of trees and vegetative cover for their environmental benefits while providing flexibility to allow development, solar access, and greater tree protection.

This project will provide a sound scientific basis for ongoing regulation and management of the urban tree canopy on public and private property by establishing an urban forest canopy baseline through geospatial analysis as a basis for setting future management goals for Shoreline's urban tree canopy and against which to measure progress towards those goals.

The Study will:

- Acquire current aerial photo data set of the appropriate resolution or use the City's existing available imagery;
- Provide city-wide landcover class data;
- Establish an overall baseline percentage of city-wide tree canopy;
- Analyze tree canopy according to land use zones;
- Analyze tree canopy according to public (parks and right-of-way) property, private property, and other institutional (agency, school and campus) properties;
- Be set up so the City can replicate the analysis with past or future aerial photo data sets for comparable analysis of tree canopy;
- Contribute to a growing regional dataset on urban tree canopy;
- Optionally, evaluate the composition, condition, and diversity of the size, type, and distribution of the existing tree canopy;
- Optionally, provide an analysis of the ecosystem services and values of the existing canopy;
- Optionally, conduct analysis and comparison of 2010 analysis with same or limited analysis of tree canopy from 1995, 2000 or 2005 (depending on imagery available); and
- Provide geospatial analysis data and a written analysis and synthesis of the study results with maps and management recommendations.

The Study will be used by the City to:

- Set targets for desired tree canopy;
- Inform upcoming decision-making on amendments to the City's tree regulations;
- Identify regulatory gaps and programming opportunities;
- Facilitate future urban tree canopy analysis and adaptive management; and
- Help to educate elected and appointed officials, residents, developers, property owners, and property managers in the City.

Long-term success will require periodic assessment of change in the overall City canopy and application of adaptive management principles to adjust regulations, management plans and educational programs to achieve the goals set by this study.

Background

The City of Shoreline envisions itself as a community of families, safe neighborhoods, diverse cultures, active partnerships, quality businesses, natural resources and responsive government. Trees have always been an important element of this community and were identified as a top priority by citizens during the initial City incorporation effort. To better realize this vision, the City Council set a goal in 2007 to "Create an Environmentally Sustainable Community."

In July 2008, City Council adopted the Shoreline Environmental Sustainability Strategy which includes a commitment to:

- Being stewards of our community's natural resources and environmental assets;
- Promoting development of a green infrastructure for the Shoreline community;
- Measurably reducing waste, energy and resource consumption, carbon emissions and the use of toxics in city operations; and
- Providing tools and leadership to empower our community to work towards sustainable goals in their businesses and households.

The overall health and long-term management of our urban tree canopy is an important piece in achieving environmental sustainability as a community. Our forests provide numerous environmental services, including reducing surface water runoff, contributing to carbon sequestration and overall air quality, mitigating urban heat island effect, buffering noise and visual impacts between developments, providing habitat for local wildlife, and are an essential part of the aesthetic of our urban landscape. Engineered "grey" infrastructure alternatives to green infrastructure such as trees are usually single function solutions, with less capacity and much greater cost-benefit ratio. Shoreline simply cannot afford to lose its tree canopy.

The City of Shoreline is continuing a multi-pronged approach to the long-term stewardship of our urban forests. The Public Works Department started in 2003 with an inventory and management plan for trees in the City's Right-of-Way. This inventory and management plan has guided the City's stewardship of street trees over the past seven years. Even today, when making decisions about maintenance, removal and planting of trees the City uses the 2003 inventory and management plan to inform these decisions. Last year, in partnership with the Planning and Development Services Department, Public Works updated the City's surface water management regulations including incentives for protecting trees in the low impact development standards. Public Works is

currently revisiting the standards for replacement of trees located on the City's Right-of-Way. The Parks, Recreation and Cultural Services Department is responsible for management of the trees in the City's parks and recently completed detailed inventories and management plans for four of the City's largest parks – encompassing 184 acres of urban forest.

At the beginning of 2009, the Planning and Development Services Department was tasked with updating the City's tree ordinance in response to recommendations in the City's Sustainability Strategy, comments and concerns from residents, and direction from City Council and the Planning Commission. The City Council specifically directed the Planning Commission and staff to:

“Establish a baseline urban forest canopy city-wide. This baseline would provide the context for the Council to make a policy decision, most likely in 2010, about a long-range City target for desired tree canopy. The target could be no-net loss of a city-wide percentage of canopy, or an increase or decrease of some magnitude, keyed to specific schedules. With such a baseline and target in place, the City could then monitor the overall City canopy, say every 5 years, to assess its health and identify any further programs or code amendments as needed.”

Shoreline City Council is finalizing their 2010-2011 goals this month and Goal 1 is to “Implement the adopted Community Vision by updating the Comprehensive Plan and key development regulations in partnership with residents, neighborhoods and businesses.” This goal explicitly identifies adopting “updated tree regulations, including citywide goals for urban forest canopy” as a priority task. A baseline measure of Shoreline's urban canopy is essential to accomplishing this directive.

Preliminary Timeline

RFP for Consultant	November 2010
Selection of Consultant/Contracting	December 2010
Consultants conduct Urban Tree Canopy Baseline Study	December 2010-January 2011
Final Report and Deliverables from Consultants	January 2011
Presentation of Study findings to Council	February 2011

Note: This schedule is preliminary and is subject to change as agreed upon by the City and the selected Consultants. No work done after June 10, 2011 will be compensated.

Estimated Budget

The project is being funded by USDA Forest Service and Washington State Department of Natural Resources. The City of Shoreline will provide grant administration and reporting services for this project. The grant amount awarded and maximum available budget is \$10,000.

Scope of Work

The Scope of Work is expected to include, but not be limited to, the following tasks:

1. *Acquire and geo-reference data necessary for geo-spatial analysis of City of Shoreline 2010 tree canopy.* Depending on the resolution and type of satellite/aerial photo imagery necessary for the proposed analysis the consultant will either purchase the appropriate imagery or utilize the City's existing aerial photo imagery. The City will provide base map layers, zoning, parcel and other necessary data sets as available.

2. *The consultant shall conduct automated land cover mapping to extract land cover features for classification of vegetative cover including but not limited to areas of tree canopy, shrubs, grass, bare soil, water and impervious surfaces. The City will work with the consultant to provide any existing data sets that fall within these categories or other datasets that will enhance the overall assessment study.*
3. *Analyze existing urban land cover and tree canopy percentages city-wide and by land use zone and property ownership to establish overall baseline percentage of tree canopy. Further categorize and characterize percentages by land use zones and public vs. private ownership classes such as parks, right-of-way, schools and other institutional campuses, and general private ownership. The City will work with the consultant to define and refine the classifications and details for these analyses. Methods would result in data that is comparable with similar urban tree canopy inventories by other jurisdictions in the region if feasible.*
4. *Optional – evaluation of the composition, condition, and diversity of the size, type and distribution of the existing tree canopy.*
5. *Optional – provide an analysis of the ecosystem services and values of the existing canopy.*
6. *Optional – comparison of 2010 analysis with same or limited analysis of tree canopy from 1995, 2000 or 2005 (depending on imagery available).*
7. *Data, maps and written report summarizing the methodologies, findings and recommended actions of the Urban Tree Canopy Assessment.*

Deliverables:

- Landcover and analyses maps and dataset(s) compatible with the City's ESRI ArcGIS 10.0 software;
- Canopy analysis models/tools so the City can replicate the analysis with past or future aerial photo data sets for comparable analysis of landcover and tree canopy (not including required ESRI software);
- Provide an estimated National Map Accuracy Standard, for the horizontal positional accuracy of any GIS data layers created for this project;
- Written report on methodology, statistics and an analysis and synthesis of the study results with maps and management recommendations in both PDF and editable electronic formats; and
- PowerPoint presentation of the results.

RFP Evaluation Components/Criteria

Submittal Requirements

Electronic submissions are preferred, but unbound hard copies will be accepted (one copy will be sufficient). Proposal materials should be submitted to Juniper Nammi via email: jnammi@shorelinewa.gov. Hard copies should be submitted to Juniper Nammi, City of Shoreline, Planning & Development Services Dept., RE: RFQ# - **6124**, 17500 Midvale Ave N, Shoreline, WA 98155. The deadline for proposals by interested parties is **December 13, 2010 by 4:00 p.m. Pacific Local Time**. Respondents assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual receipt of qualifications. Questions related to this solicitation may be directed to **Juniper Nammi, Associate Planner**, jnammi@shorelinewa.gov or fax **206-546-8761**. Questions via phone will not be accepted.

Supplemental information, such as brochures, may be submitted if desired. Proposals shall be limited to single spaced, typewritten pages (min. 12 point font) and shall be no more than **15** pages. The one original shall be electronic PDF format. The following format and content shall be adhered to by each firm and presented in the following order:

- A. Executive Summary: An executive summary letter should include the key elements of the respondent's RFP and an overview of the consultant team. Indicate the address and telephone number of the respondent's office located nearest to Shoreline, Washington, and the office from which the project will be managed (Page limit: **2** pages).

- B. Approach:
 - 1. Methodology(ies): This section should clearly describe the methodology or methodologies planned to be used to carry out the specific tasks described in the Work Plan.
 - 2. Work Plan: Describe the sequential tasks to be used to accomplish this project. Indicate all key deliverables and their contents.
 - 3. Project Organization and Staffing: Describe the approach and methods for managing the project. Provide an organization chart showing all proposed team members. Describe the responsibilities of each person on the project team. Identify the Project Director and/or Manager and the key contact person for the City.
 - 4. Include resumes of each member of the project team. List the portion of the work to be subcontracted and information describing the qualification and relative experience of any proposed subcontractors. Include a list of information required or tasks to be completed by City staff.
 - 5. Project Schedule: Provide a schedule for completing each task in the Scope of Work, including deadlines for preparing project deliverables. Demonstrate your team's ability to perform the work requested within an established budget and schedule.
 - 6. Cost: Provide estimate of cost and billing rationale.
 - 7. Page Limit: This section is limited to **6** pages (excluding #4 resumes).

- C. Related Experience: Describe recent (within the last five years), directly related experience. Include the name of the client, description of the work done, address and telephone number, dates of the project and the name of the project director. At least three references should be included. For each reference indicate the reference's name, organization, title, complete mailing address and telephone number. The City reserves the right to contact any organizations or individuals listed (Page Limit: **2** pages).

- D. Statement of Experience: The consultant is required to provide evidence of experience in geo-spatial analysis of urban tree canopy, in particular ESRI ArcGIS analysis software and tools or other comparable system and ecosystem function assessment and valuation. The experience listed must be that which was performed by the consultant's staff and/or team's staff that will be assigned to this project. The City will be focusing on the experience of the Lead Consultant/Project Manager who will be assigned to this project. Specify the percentage of that the Lead Consultant/Project Manager would be allocated to this project. The RFP shall also

identify other projects the proposed Lead Consultant/Project Manager will be committed to during the same timeline (Page Limit: 5 pages).

The City's Evaluation Panel will use the following criteria to evaluate each RFP:

Criteria	Points
➤ Project Approach	0-40
➤ Related Experience of Project Team	0-20
➤ Expertise of Key Staff	0-10
➤ Response of references	0-10
➤ Ability to meet time schedule	0-10
➤ Cost	<u>0-10</u>
Maximum Points	100

The proposals will be the basis from which interested firms will be selected for interviews. Following the City staff evaluation of the proposals received, selected firms may be invited to make oral presentations before the City's Evaluation Panel. The City's Project Manager will provide additional details outlining the preferred content of the presentation to each firm or team of firms that are invited to participate. Upon completion of the evaluations, the City's Evaluation Panel will determine the most qualified firm based on all materials and information presented. The City will then begin the negotiations for an agreement with the selected firm.

Any firm failing to submit information in accordance with the procedures set forth in the RFP may be subject to disqualification. The City reserves the right to change the solicitation schedule or issue amendments to the solicitation at any time. The City reserves the right, at its sole discretion, to waive immaterial irregularities contained in the solicitation. The City reserves the right to reject any and all proposals at any time, without penalty. The City reserves the right to refrain from contracting with any respondent. Firms eliminated from further consideration will be notified by mail by the City as soon as practical.

ADDITIONAL INFORMATION: Available on the City of Shoreline website.

[Urban Forest Management Plan](http://www.shorelinewa.gov/index.aspx?page=196) - an inventory and management plan for trees in the City's Right-of-Way prepared in 2003 and available on the Shoreline Public Works webpage: <http://www.shorelinewa.gov/index.aspx?page=196>.

[Shoreline Environmental Sustainability Strategy](http://www.shorelinewa.gov/index.aspx?page=179) – overarching strategy document for creating an environmentally sustainable community in the City of Shoreline adopted by City Council July 2008 and available on the Shoreline Planning and Development Services webpage: <http://www.shorelinewa.gov/index.aspx?page=179>.

Funding assistance provided by the USDA Forest Service and the Washington State Department of Natural Resources Urban and Community Forestry Programs.




WASHINGTON STATE DEPARTMENT OF
Natural Resources



The USDA is an equal opportunity provider and Employer.



Contract No. _____

Brief Description: _____

**CITY OF SHORELINE
AGREEMENT FOR SERVICES**

This Agreement is entered into by and between the City of Shoreline, Washington, a municipal corporation hereinafter referred to as the “CITY,” and, hereinafter referred to as the “CONSULTANT.”

WHEREAS, the City desires to retain the services of a consultant to and

WHEREAS, the City has selected to perform the above-mentioned services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

1. Scope of Services to be Performed by the Consultant.

The Consultant shall perform the services outlined in Exhibit A. In performing these services, the Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation.

- A. Services will be paid at the rate set forth in Exhibit A, not to exceed a maximum of \$_____, including all fees and those reimbursable expenses listed in Exhibit A.
- B. The City shall pay the Consultant for services rendered after receipt of a billing voucher in the form set forth on Exhibit B. **NO PAYMENT WILL BE ISSUED WITHOUT A BILLING VOUCHER.** Payments will be processed within 30 (thirty) days from receipt of billing voucher. The Consultant shall be paid for services rendered but, in no case shall the total amount to be paid exceed the amount(s) noted in the Exhibit(s) and approved by the City. The consultant shall complete and return a W-9 to the City prior to contract execution by the City. No payment will be issued without a Taxpayer Identification Number on file. Mail all billing vouchers to: the attention of the contract manager identified in Section 15, 17500 Midvale Avenue North, Shoreline, Washington 98133-4905.

3. Term.

- A. The term of this Agreement shall commence and end at midnight on the _____ day of _____, 20____.

4. Termination.

- A. The City reserves the right to terminate this Agreement at any time, with or without cause by giving fourteen (14) days notice to Consultant in writing. In the event of such termination or suspension, all finished or unfinished documents, data, studies, worksheets, models and reports, or other material prepared by the Consultant pursuant to this Agreement shall be submitted to the City.
- B. In the event this Agreement is terminated by the City, the Consultant shall be entitled to payment for all hours worked and reimbursable expenses incurred to the effective date of termination, less all payments previously made. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such charges due the City shall be deducted from the final payment due the Consultant. No payment shall be made by

the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.

- C. The Consultant reserves the right to terminate this Agreement with not less than sixty (60) days written notice, or in the event outstanding invoices are not paid within 30 days.
- D. If the Consultant is unavailable to perform the scope of services, the City may, at its option, cancel this Agreement immediately.

5. Ownership of Documents.

- A. All documents, data, drawings, specifications, software applications and other products or materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the Consultant are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Consultant harmless for such use. All or portions of materials, products and documents produced under this Agreement may be used by the Consultant upon confirmation from the City that they are subject to disclosure under the Public Disclosure Act.
- B. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City. Any information relating to the services will not be released without the written permission of the City.
- C. The Consultant shall preserve the confidentiality of all City documents and data accessed for use in Consultant's work product.

6. Independent Contractor Relationship.

- A. The consultant is retained by the City only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between the Consultant and the City during the period of the services shall be that of an independent contractor, not employee. The Consultant, not the City, shall have the power to control and direct the details, manner or means of services. Specifically, but not by means of limitation, the Consultant shall have no obligation to work any particular hours or particular schedule and shall retain the right to designate the means of performing the services covered by this Agreement, and the Consultant shall be entitled to employ other workers at such compensation and on such other conditions as it may deem proper, provided, however, that any contract so made by the Consultant is to be paid by it alone, and that employing such workers, it is acting individually and not as an agent for the City.
- B. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to Consultant or any employee of the Consultant.

7. Hold Harmless.

The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees resulting from the negligent, gross negligent and/or intentional acts, errors or omissions of the Consultant, its agents or employees arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. City of Shoreline Business License.

The awarded consultant will be required to obtain a City of Shoreline Business License prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. More information regarding requirements to register with the State of Washington Department of Revenue can be found on the web at:

<http://dor.wa.gov/content/doingbusiness/registermybusiness/default.aspx>

9. Insurance.

Consultant shall obtain insurance of the types described below during the term of this agreement and extensions or renewals. These policies are to contain, or be endorsed to contain, provisions that 1) Consultant's insurance coverage shall be primary insurance with insurance or insurance pool coverage maintained by the City as excess of the Consultant's insurance (except for professional liability insurance); and 2) Consultant's insurance coverage shall not be cancelled, except after thirty (30) days prior written notice to the City.

A. Professional Liability, Errors or Omissions insurance with limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit shall be provided if services delivered pursuant to their Contract involve or require professional services provided by a licensed professional including but not limited to engineers, architects, accountants, surveyors, and attorneys.

B. Commercial General Liability insurance covering premises, operations, independent contractors' liability and damages for personal injury and property damage with combined single limits not less than \$1,000,000. The City shall be named as an additional insured on this policy. The Agency shall submit to the City a copy of the insurance policy declaration page as evidence of insurance coverage acceptable to the City.

C. Automobile Liability insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage shall be required if delivery of service directly involves Consultant use of motor vehicles.

10. Delays.

Consultant is not responsible for delays caused by factors beyond the Consultant's reasonable control. When such delays beyond the Consultant's reasonable control occur, the City agrees the Consultant is not responsible for damages, nor shall the Consultant be deemed to be in default of the Agreement.

11. Successors and Assigns.

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

12. Nondiscrimination.

In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt or the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or in the presence of any sensory, mental or physical handicap.

13. Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

City Manager
City of Shoreline
17500 Midvale Avenue N
Shoreline, WA 98133-4905
(206) 801-2700

Consultant Name: _____
Name of Firm: _____
Address: _____
Address: _____
Phone Number: _____

14. Governing Law and Venue.

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be King County Superior Court.

15. General Administration and Management.

The City's contract manager shall be (name and title): _____.

16. Severability.

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. Entire Agreement.

This agreement contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this agreement.

This agreement is executed by:

CITY OF SHORELINE

By: _____
Name: _____
Title: _____
Date: _____

CONSULTANT

By: _____
Name: _____
Title: _____
Date: _____

Approved as to form:

By: _____
Ian Sievers City Attorney