



# **City of Kirkland**

## **Request for Qualifications**

### **KIRKLAND ACTIVE TRANSPORTATION PLAN UPDATE**

**JOB NUMBER 33-19-PW**

**Issue Date: July 8, 2019**

**Due Date: July 24, 2019– 4:00 p.m. (Pacific Time)**

## REQUEST FOR QUALIFICATIONS

Notice is hereby given that qualifications will be received by the City of Kirkland, Washington, for:

### **Kirkland's Active Transportation Plan Update**

File with Purchasing, Finance Department, 123 5<sup>th</sup> Ave, Kirkland WA, 98033 as follows:

Qualifications received later than **4:00 p.m., July 24, 2019 will not** be considered.

A copy of this Request for Proposal (RFP) may be obtained from City's web site at <http://www.kirklandwa.gov/>. Click on the Business tab at the top of the page and then click on the Request for Proposals link found under "Doing Business with the City".

The City of Kirkland reserves the right to reject any and all proposals, 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 proposers in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

A response that indicates that any of the requested information in this RFP will only be provided if and when the proposer is selected as the apparently successful Service Provider is not acceptable, and, at the City's sole discretion, may disqualify the proposal from consideration.

The City requires that no person shall, on the grounds of race, religion, color, national origin, sex, age, marital status, political affiliation, sexual orientation, or the presence of any sensory, mental, or physical disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Kirkland further assures that every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs are federally funded or not.

In addition to nondiscrimination compliance requirements, a Service Provider 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; disabilities; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

**Dated this 8<sup>th</sup> day of July, 2019.**

Greg Piland  
Financial Operations Manager

## **I. Introduction**

The purpose of this project is to update the 2009 Active Transportation Plan (ATP) with the goal of building high quality bicycle and pedestrian networks for people of all ages and abilities that will connect them to destinations and transit and seek to improve how Kirkland is both a walk and bike friendly community.

The City of Kirkland is a growing urban city which values being a safe and walkable place. As the city grows with increasing complexity of its transportation system, there is growing importance to ensure safe bicycle and pedestrian travel due the growing population, popularity for healthy and low-cost transportation and to avoid increasing traffic. There is also a need to ensure bicycle and pedestrian safety with increased traffic and transit service and in rapidly growing neighborhoods.

As part of the recent comprehensive plan update, the city developed a Transportation Master Plan (TMP) to guide the city's development, maintenance and operations of this system. Three primary goals in the TMP will drive this Active Transportation Plan update:

Goal T-0 Safety: By 2035 eliminate all transportation related fatal and serious injury crashes in Kirkland.

Goal T-1 Walking: Complete a safe network of sidewalks, trails and crosswalks where walking is comfortable and the first choice for many trips.

Goal T-2 Biking: Interconnect bicycle facilities that are safe, nearby, easy to use and popular with people of all ages and abilities.

With these goals are a series of policies and actions. The selected consultant will work with staff to identify which of these policies and actions the ATP update will address.

## **II. Intent**

The City is seeking qualified professional services to assist staff with several tasks related to the Update of the Active Transportation Plan:

- Develop and manage an outreach plan and community engagement program
- Evaluate and refine the existing and planned bicycle network as well as pedestrian access to transit to ensure accessibility for recommended improvements
- Identify, evaluate, analyze and prioritize potential transportation projects, programs and design standards
- Based on feedback and technical analysis prepare a citywide implementation plan made of a detailed bicycle and pedestrian network, and supporting transportation projects, programs and design standards
- Develop a facility type guidance document and associated design drawings for pre-approved plans
- Develop an evaluation plan for on-going monitoring of the ATP

### **III. Background**

Kirkland is the sixth largest municipality in King County and the thirteenth largest municipality in Washington State with an area of 17.81 square miles and an estimated population of 84,680 residents. Kirkland is a growing city with 300 miles of roadway and 15 neighborhoods stretching along the shore of Lake Washington and bisected by I-405. Kirkland recognizes the importance of providing and improving multiple transportation options for our residents.

#### ***Purpose of the ATP***

The Active Transportation Plan will build on the goals and policies already outlined in Kirkland's TMP to identify needs to ensure that Kirkland provides safe and comfortable bicycle and pedestrian infrastructure for its residents who choose to walk or bike and for those who desire to walk and bike but currently do not have facilities or feel uncomfortable doing so. The plan will serve as a policy and implementation guide and outline a timeline and opportunities for implementation including recommend capital investments and with an estimated timeline for implementation.

#### ***Existing Networks***

Historically, Kirkland has been a very walkable city and has invested in completing sidewalk networks, incorporating complete street policies, road diets and prioritizing pedestrian safety improvements such as adding lighting and Rectangular Rapid Flashing Beacons (RRFB's) throughout the city including places near schools and transit stops. Kirkland has also invested in adding and improving bicycle infrastructure such as widening and buffering bike lanes, adding green paint at intersections and planning for and implementing more separated facilities. In addition, all of Kirkland's neighborhoods are experiencing growth and Kirkland values maintaining the ability for people to navigate their neighborhoods without having to own a motor vehicle. Maintaining walkable and accessible neighborhoods is a high priority for the city as well as increasing access for more neighborhoods by increasing connections.

#### ***Other Planning Processes***

In addition to the Active Transportation Plan update, Kirkland has completed or is working on several other initiatives that will support, inform and/ or work in tandem with the ATP update.

##### Vision Zero Plan

The 2015 Transportation Master Plan includes a goal to eliminate all transportation related fatal and serious injury crashes in Kirkland by 2035 and includes a policy to develop a Vision Zero Safety Plan. This body of work will be supportive but separate from the ATP and will include crash data analysis and actions related to capital improvements, education, encouragement and enforcement. Given that Kirkland's crash data suggests that people walking and bicycling are the most vulnerable users of Kirkland's transportation system, the ATP will reference the Vision Zero actions and analysis and use this to support the recommendations of the ATP.

### Kirkland's Greenway Guidelines and proposed network

In 2015, the City Council endorsed neighborhood greenways as a new element of Kirkland's transportation system in the Transportation Master Plan. The Greenway Guidelines document was developed to establish a set of guidelines for city staff to approach each greenway project which includes an outreach process and design considerations. The Greenway Guidelines document is not an adopted plan meaning it can be amended as needed. The update to the ATP may inform aspects of this document including the proposed greenways network.

### Downtown Pedestrian Access Study

The Downtown Pedestrian Access Study was completed in 2018 to identify cost-effective improvements that address safety, mobility, visibility and accessibility for pedestrians in Kirkland's downtown core. The study analyzed existing facilities, pedestrian and vehicle counts, historical collision data, illumination levels, future development plans, and current best practices. The analysis considered a wide variety of treatments, such as curb bulbs, raised crosswalks and intersections, lighting improvements, new signals and pedestrian beacons as well as changes to signal phasing.

### Building Neighborhood Connections

For decades, the City of Kirkland has created new residential streets and pedestrian pathways to connect areas that were isolated from the City's traffic grid and pathway network by cul-de-sacs and dead-ends. The City's key criteria when identifying possible street or pathway connections include the benefit to fire and police response times, creating multiple route options for vehicles, seeking safer routes to schools for students and their families, and reducing congestion from developments that increase the amount of people living in a neighborhood. One of the challenges with identifying them one at a time, however, is that neighborhoods might not know if a connection is planned before the City or a developer starts to build one. As a result, the City Council directed staff to create a single, city-wide transportation connections map that shows all the planned street and pathway connections, and to create the map in consultation with Kirkland's residents, businesses, and other stakeholders. When complete, the city-wide transportation connections map will illustrate Kirkland's vision for a resilient transportation network. The update to the ATP should include these connections when evaluating bicycle and pedestrian networks and access to transit. This information will help inform the neighborhood connections process to highlight those connections that are the most important for walking and bicycling.

### Kirkland's Transit Implementation Plan

The 2015 TMP included several goals relevant to transit including support and the promotion of a transit system that is recognized as a high value option for many trips. The Transit Implementation Plan was adopted in early 2019 to improve transit service within the city based on the current transit network. As part of this plan development, 26 locations near key transit centers were analyzed and assigned a Walkshed Index score to better understand general locations that should be targeted for walk and bike improvements. Part of the update to the ATP will build upon this work and assess necessary investments needed to ensure Kirkland residents can access the transit system by walking or bicycling.

### North Eastside Mobility Project (NEMP)

King County Metro recently conducted an extensive outreach process in north Eastside cities in order to expand transit service, improve mobility and strengthen connections to important

destinations. The input from the public outreach process was used to develop a proposal for expanding and improving transit service in the north Eastside beginning in March 2020. As part of the ATP update, transit access will need to be assessed based on the changes coming when the NEMP is implemented.

#### I-405/ 85<sup>th</sup> Bus Rapid Transit (BRT) Station Area Plan

As part of the implementation of WSDOT's I-405 Master Plan and the Sound Transit 3 Plan, an in-line BRT station is being built at the I-405/ NE 85<sup>th</sup> St Interchange which will include a three-level interchange with the BRT station, direct access ramps to high-occupancy/ toll lanes and local roadway improvements. Currently, walk and bike access to this location is limited and is being evaluated as part of the station area plan. The ATP update should incorporate these proposed connections into the recommendations and evaluate opportunities for implementing the unfunded portions of the connections to this BRT station.

#### Totem Lake Transportation Planning and Projects

Totem Lake is Kirkland's rapidly growing regionally designated growth center. It is currently the main economic generator for the City, supporting 1/3 of the job base and tax revenue, and it is projected to accommodate 40% of the City's growth, housing 8,600 residents by 2035. Recently, the district has seen tremendous development interest, precipitated by the redevelopment of the Totem Lake mall into a lifestyle center, The Village at Totem Lake, with retail, housing, and high-quality pedestrian gathering spaces. In fact, over half of the 20-year projected residential growth is currently in permitting or development in just a three-year time frame. The City has also reevaluated the current transportation network and livability of the district to accommodate this growth and maintain the economic strength of Totem Lake. The Totem Lake Urban Center Enhancement and Multimodal Transportation Network Plan provides recommendations for each modal network and strategies to improve the overall identity and appeal of Totem Lake.

Bicycle facilities are sparse and do not reach the core destinations within the district. An average adult would not feel comfortable riding a bike through Totem Lake. The viability of walking in Totem Lake is also hampered by the large superblock development, as this results in long walking times with limited street crossing opportunities. Sidewalk quality is variable, and many sidewalks are absent from major arterials. There are some rich open spaces in Totem Lake, including Totem Lake Park and the Cross-Kirkland Corridor (CKC), a regional multiuse trail. These resources have master plans in place to become iconic central destinations for walking and bicycling within the district. There are also regional destination hubs within the district including EvergreenHealth, the Totem Lake Transit Center, the Village at Totem Lake, and Lake Washington Institute of Technology. Despite the shortcomings of the street network and lack of a cohesive identity in the district, Totem Lake has a vision of becoming a livable, walkable and bikeable district that is a desirable residential and commercial destination for Kirkland residents, businesses, and visitors from across the region.

Additionally, Evergreen Hospital, located in the Totem Lake center, is the largest employer in the City of Kirkland and has coordinated with the City of Kirkland to develop the EvergreenHealth / Totem Lake Traffic Study to provide planning-level recommendations for the future motorized and non-motorized transportation network serving the Totem Lake subarea, with a focus around the EvergreenHealth campus.

Recommendations from both the Totem Lake Urban Center Enhancement and Multimodal Transportation Network Plan and the EvergreenHealth / Totem Lake Traffic Study should inform the recommendations in the Active Transportation Plan update.

Some of the funded CIP and development projects that will change and improve the walk and bike environment in this area are:

- 124<sup>th</sup> Ave NE Roadway Improvements:  
As part of a larger effort to make Totem Lake a walkable, vibrant and green urban center, the City of Kirkland is improving the 124th Avenue Northeast corridor between Northeast 116th Street and Northeast 124th Street. The anticipated improvements include widening the road to five lanes, adding amenities such as street trees and lighting, enhancing transit stops, widening sidewalks and adding buffered, sidewalk-level bike lanes. Kirkland is also building continuous sidewalks on the west side of the street between NE 113<sup>th</sup> St and NE 92<sup>nd</sup> St.
- Totem Lake Gateway:  
Kirkland has received grant funding that will support a series of improvements on sections of Totem Lake Boulevard, 120<sup>th</sup> Ave NE and Totem Lake Way. Those improvements will restore the sections of roadway that are settling and will create 10 ft-wide sidewalks. The project will also install lighting that complements the pedestrian plazas and walkways created by the Village at Totem Lake.
- Totem Lake Park  
Totem Lake Park is a 17-acre site located in the heart of the Totem Lake Urban Center. A new park is currently being developed at the site based on the Totem Lake Park Master Plan which includes a new park around Totem Lake with stadium seating that steps down to a lawn terrace and a play area, a promenade boardwalk that rings the lake and looks over ecological enhancements of the existing wetlands. This project also includes a loop trail that provides connections to the Evergreen hill climb and the East Hill Neighborhood.

#### Cross Kirkland Corridor Master Plan and the Totem Lake Connector

The Master Plan outlines the community's vision for the Cross Kirkland Corridor (CKC) trail, which is Kirkland's 5.75-mile segment of the 42-mile Eastside Rail Corridor, and will be used to guide development of the trail as well as transit and utility alignment. The plan also includes the location of access points, types and locations of amenities, and how road crossings and mixing zones are handled. The Master Plan was adopted by the City Council in June 2014.

The Totem Lake Connector will be a bicycle and pedestrian bridge that will connect the two ends of the 5.75-mile Cross Kirkland Corridor currently severed by one of Kirkland's most complicated intersections: Totem Lake Boulevard and Northeast 124th Street. As it is now, the intersection creates a premature dead-end to the Cross Kirkland Corridor on the south side of the intersection severing it from the Village and an orphaned quarter-mile section of trail on its north side. The bridge will connect these two ends, linking Kirkland to the mall and in the process, make possible an alternative transportation corridor that will extend from Renton to Woodinville.

The scope of the ATP update does not include any part of the CKC or connections to it, but the plan should include the trail and existing and planned connections as part of the evaluation of walk and bike networks.

#### American with Disabilities Act – Pathway to Transition

The Americans with Disabilities Act (ADA) requires all public services, policies and practices to be compliant as outlined in Title II. The City of Kirkland has established a Pathway to Transition document that summarizes the Title II ADA compliance requirements, outlines the actions needed to meet those requirements and contains assessment results. The Transition Plan is a living document which will be updated periodically.

As part of this effort, Kirkland has identified condition/ presence of wheelchair ramps and sidewalk cross-slopes throughout the City in 2015. The Public Works department has proposed to address corrections to 80 curb ramps per year through 2058. These repairs will come through overlay projects, capital improvement projects and development. The locations will be assigned as projects are identified. As part of the update of the ATP, evaluation of transit access to stops and stations will be a component of the scope of work. The selected consultant may utilize the data from the ADA analysis to better inform high-priority locations for needed improvements to the pedestrian network related to transit access.

#### Neighborhood Plans

Incorporated into Kirkland's Comprehensive Plan are individual plans for each neighborhood in the city. One of the core purposes of each plan is to help define how each neighborhood should promote mobility and these include neighborhood preferences and suggestions for walk and bike connections. Not all of these connections are included in the current proposed bicycle network. The ATP update analysis process should consider these proposed connections in both the bicycle network analysis and when evaluating access to transit for pedestrians. The City is also developing a City-wide Transportation Connections map, which is scheduled to be adopted by City Council by the end of 2019. This will replace identifying the connections in each of the neighborhood plans.

### ***Analysis***

An important element of the ATP will be to assess the existing planned bicycle network and recommend any proposed changes. The planned network was developed as part of the 2009 Active Transportation Plan and updated in 2015 with the adoption of the TMP. Likewise, the ATP update will also require assessing pedestrian access to transit and build upon the bike and pedestrian analysis from the KTIP. Kirkland has experienced a changing transportation system and increased growth since 2015 and more changes are coming, particularly related to transit changes as a result of the NEMP process, Metro Connects and Sound Transit 3. Kirkland staff will work closely with the consultant to identify and prioritize the level of analysis that will be required to make data driven recommendations for the ATP.

### ***The Process***

As a component of the ATP update, the consultant will include an outreach process that considers the feedback from Kirkland residents, the city's Transportation Commission and regular follow-ups with the City Council and Kirkland Neighborhoods. Due to the high level of interest in active transportation, Kirkland would like to include the formation of a community advisory committee (CAC) to provide recommendations on this plan. Staff will identify the necessary stakeholders for this committee and work in tandem with the selected consultant to manage the feedback collected from this group. This committee would consist of community members from various neighborhoods in the city representing people who frequently walk and bike, from the neighborhood greenways program and at least one representative that can inform the process from the perspective of people with disabilities. The expectation is the CAC will have at up to four meetings throughout this planning process and the group will conclude with the completion of the plan.

The feedback from residents, whether through the CAC, neighborhood meetings or other methods, should solidify the goals and policies for this plan, as well as, recommend the priorities that will determine the project timeline. The feedback from Kirkland residents will be balanced with the recommendations from the Transportation Commission and direction provided City Council.

Throughout the development process for this plan, the expectation is the Transportation Commission and the City council will be regularly consulted and updated through each phase. The purpose of the Transportation Commission is to closely consider transportation issues for the city council, so staff expects to attend at least four meetings with the commission and two city council meetings throughout the process. The expectation is that staff will facilitate the communication with the Transportation Commission and the City Council and the selected consultant will support these efforts of communication.

### ***Funding Opportunities, Estimated Costs and Prioritized Timeline***

In the development of the ATP, the consultant should examine existing city budgets and processes and recommend strategies to implement the active transportation plan recommendations through the existing paving and striping programs, as well as CIP and development projects. The recommendations in the plan should include a comprehensive list of projects, including planning level project costs, with a prioritized timeline for implementation.

The consultant should use the principles identified in the TMP and feedback from the outreach process, to develop a prioritization process that is integrated into the ATP recommendations and timeline. The timeline should be coordinated with Kirkland Capital Improvement Project list and the regular adoption process. When this process is completed, an individual reading the ATP should easily identify when a project will be pursued and the program and/ or methods of funding that will move that project forward.

### ***Summary***

The ATP already will likely garner much enthusiasm from Kirkland residents as interest grows in walk and bicycle safety. Following the development of the TMP, there is room for creativity and out of the box thinking for how to ensure safe walk and bike travel throughout the city. Kirkland recognizes the need to encourage people and to provide a network for people to travel using active modes as healthy and low-cost transportation options. A well-qualified consultant is sought to assist the city with this progression.

It is anticipated that the consultant may be comprised of multiple firms or individuals with expertise in land use planning, transportation planning and engineering, project feasibility studies, urban design, public meeting facilitation and public outreach. The consultants' work will be guided through a Project Team consisting of representatives from the City of Kirkland Public Works Department.

## **IV. Project Scope of Work**

The following scope of work is an initial assessment of the tasks, responsibilities, and budget, necessary to complete the Active Transportation Plan. The consultants will work with the Project Team to refine and finalize the Scope of Work.

### **Task 1 – Project Management Services**

#### Outcome:

Organize, manage, and coordinate the services required to perform the scope of work. The Consultant shall provide project management and contract administration services to facilitate efficient progress on the scope of work. The Consultant shall maintain ongoing, clear communication with Kirkland's Project Manager.

#### Work Elements:

- 1) Coordinate a work plan,
- 2) Provide monthly progress reports,
- 3) Organize stakeholder, and public meetings, provide facilitation, and document communication.

### **Task 2 – Outreach Process**

#### Outcome:

Outreach for the Active Transportation Plan will include outreach with the general public, working with stakeholder groups and communication with Kirkland's City Council and the Transportation Commission.

#### Work Elements:

- 1) Public Outreach
  - a. Coordinate with city staff to develop and implement a communication plan that identifies the plan's goals and elements.

- b. Organize two-rounds of public engagement to support the development of the plan which may include public meetings and/or other opportunities for the general public to provide feedback such a survey's, an on-line portal, etc.
  - c. Provide facilitation services for public meetings to provide information and a forum for questions.
- 2) Support for stakeholder group
    - a. Develop the necessary materials and attend up to four (4) meetings to support the development of the plan,
    - b. Include CAC recommendations into the final plan.
  - 3) Communication with Elected Officials
    - a. Develop the necessary materials and attend up to four meetings with the Kirkland Transportation Commission,
    - b. Develop the necessary materials and attend for up to three meetings with City Councilmembers.

**Deliverable:**

- 1. Supporting materials necessary for meeting facilitation
- 2. Summary of findings from outreach process

**Task 3 – Technical Analysis**

**Outcome:**

Evaluate the existing bicycle and pedestrian networks to ensure planned networks provide access to transit and activity centers for people regardless of age, income or ability. The evaluation process should consider Kirkland's growth and changes in the transportation network such as the new transit changes that are coming in 2020 and 2024.

The result of the evaluation process will result in a set of recommendations and a 10-year implementation plan and schedule.

**Work Elements:**

- 1) Evaluate the current existing and planned bicycle network and assess bicycle routing and facility types based on factors such as roadway types and conditions (facility types, existing speed and volumes), crash data, access to the transit network based on the NEMP and Sound Transit 3 changes, current growth patterns and access to activity centers.
- 2) Identify recommendations for any routing changes to the planned bicycle network, upgrades to the existing network and recommended facility types for the planned network.
- 3) Evaluate pedestrian access to transit within a quarter-mile of existing and planned frequent transit stops and access to and through major activity centers
- 4) Identify and recommend high priority pedestrian improvements for transit access,
- 5) Include a cost-benefit analysis for various plan elements that can be utilized to communicate the importance and benefits of investing in the plan recommendations

**Deliverable:**

1. Brief technical memo summarizing data results
2. Supporting electronic data files

**Task 4 – Plan and Policy Support**

**Outcome:**

Develop facility type guidance document and policy support recommendations to better inform how Kirkland implements active transportation through projects, programs and as development occurs. The result will include a guidance document for physical infrastructure, suggested improvements to policy language or municipal code and supportive standard design plans for future pre-approved plans and policies.

**Work Elements:**

- 1) Develop a guidance document for bicycle and pedestrian facilities that includes images and definitions. This may include providing associated standard design plans to be submitted for Kirkland's pre-approved plans and policies.
- 2) Provide any associated recommended changes to the Greenways design standards
- 3) Provide a list of recommended measures that the City can use to evaluate the ATP

**Deliverable:**

1. Design guidance document to be included in the ATP document as a chapter
2. Technical memo describing other recommended policy changes
3. Evaluation framework

**Task 4 – Develop the Active Transportation Plan document**

- 1) Build upon the goals and policies in the 2015 Transportation Master Plan to develop the Active Transportation Plan document introduction and framework
- 2) Summarize existing conditions based on data provided by the City for bike and pedestrian networks, crash data, growth patterns and changes to the transit system
- 3) Outline the public outreach process and summarize feedback received and how that feedback will inform the technical analysis and recommendations
- 4) Summarize the technical analysis and outline the results including how those results inform the recommendations in the ATP
- 5) Identify recommendations for capital investments:
  - a. Recommended changes to the planned bicycle network and associated recommended facility types
  - b. Identify upgrades to the existing bicycle network
  - c. Identify high priority pedestrian improvements to facilitate transit access
- 6) Develop an implementation plan for capital improvements that identifies:

- a. Opportunities for implementation through Kirkland’s paving and striping program (prioritized and phased);
  - b. Opportunities for modifications to existing CIP projects that can incorporate ATP recommendations
  - c. High priority projects that may require additional grant funding
- 7) Identify recommended policy level amendments to better inform how Kirkland implements active transportation through projects, programs and as development occurs.
  - 8) Develop a guidance document for physical infrastructure along with supplementary standard design plans
  - 9) Develop an evaluation framework for on-going monitoring of the ATP

Deliverable:

1. Draft plan report
2. Final plan report and Executive Summary

## V. Proposal Submission and Evaluation

### Tentative Schedule

The following schedule contains major milestones and may be modified as a result of consultant qualifications and contract negotiations:

RFQ issue date	July 8, 2019
Deadline for RFQ Questions	July 12, 2019 (3:00 pm PST)
Answers to RFQ Questions Released	July 17, 2019 (4:00 pm PST)
RFQ submittal deadline:	July 24, 2019 (4:00 pm PST)
Potential Interviews:	August 5-7, 2019 (pending submissions)
Consultant Selection:	August 9, 2019
Begin staff/consultant meetings	August 2019
Public Outreach Begin:	September 2019
Recommendation to CC	July 2020
City Council Adoption	August 2020

### Submission Requirements

Qualifications will be accepted by the City of Kirkland’s Purchasing Agent until **4:00 p.m. PST on July 24, 2019**. Late submissions will not be accepted and will be automatically disqualified from further consideration.

It is highly encouraged that qualifications be submitted as an email attachment in PDF or MS Word format to: [purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov). (Note that faxed submissions will not be accepted.)

If a paper copy is submitted, pages should be printed double-sided, with five copies mailed or hand-delivered to:

City of Kirkland  
Attn: Greg Piland  
Job # 33-19-PW  
123 5th Avenue  
Kirkland, WA 98033

Firms interested in the project should submit qualifications, which include a one-page cover letter plus a proposed approach to the project (3 pages maximum). The maximum length of all submissions should not exceed 25 pages, including qualifications and supplemental materials.

The qualifications shall include:

1. Summary of the Consultant's qualifications as they relate to the project.
2. Description of the Consultant's understanding and approach to this project, as described in Section IV under 'Project Scope of Work'.
3. Description of similar projects performed. Please include the names, emails, and phone numbers of client references that would be most knowledgeable of your firm's performance on these projects. Please only include up to five references.
4. Outline the project timeline based on the tentative schedule of tasks noted above, specifying project deadlines.
5. Identification of the project manager and resumes and references regarding the experience of the personnel who will be assigned to the project. Provide a biography, educational background, number of years with this firm/other firms. Also discuss other responsibilities assigned to key staff and their availability for this project.

Proposed use of sub-consultants – If sub-consultants are proposed, explain how the work process and communication between the proposing firm and the sub-consultant will be managed. Discuss the sub-consultants experience and availability for the project.

## **Questions**

Questions regarding the City's RFQ process should be addressed to Greg Piland, Purchasing Agent, by email to [gpiland@kirklandwa.gov](mailto:gpiland@kirklandwa.gov)

Questions regarding the scope of work, evaluation process or technical aspects of this project should be submitted by email to:

Kimberly Scrivner  
Transportation Planner  
E-mail: [kscrivner@kirklandwa.gov](mailto:kscrivner@kirklandwa.gov)

Proposers who request a clarification of the RFQ requirements must submit written questions to Kimberly Scrivner via email. Responses to all questions submitted by July 12<sup>th</sup> will be emailed by 4:00 p.m. by July 17, 2019 to those who submitted questions by the July 12<sup>th</sup> deadline, along with being posted to the City website.

### **Right to Reject Submittals and Consultant Selection**

The City reserves the right to reject any and all submittals at any time with no penalty, or to waive immaterial defects and minor irregularities in any submittal. The City also reserves the right to select the appropriate consultant(s) for each of the project tasks outlined in Section II above.

### **Submittal Disposition**

All material submitted in response to this RFQ shall become the property of the City upon delivery to the City's Purchasing Agent and will not be returned.

### **Project Contract**

The Offeror will be required to use the City of Kirkland Professional Services Agreement (Attachment A) and accept all language contained within. Any Offeror that has significant reservations concerning using this agreement should not submit on this request.

### **Consultant Selection Criteria**

Consultants will be evaluated on the following items:

<u>ITEM</u>	<u>Points</u>
1. Qualifications and expertise of key personnel.	0-20
2. Specialized experience and technical competence of the firm and key personnel (including a joint venture, associate or professional subcontract).	0-10
3. Understanding of the project expectations and approach including recommendations to staff on innovative concepts and structure. Ability to accomplish the work required including, where appropriate, demonstrated capability to explore and develop innovative or advanced approaches.	0-20
4. Experience with and/or knowledge of similar projects, with the advancement of active transportation, including transportation planning and engineering and with facilitation and public outreach.	0-20

5. Capacity to perform the work (including any specialized services) within the time limitations, considering the firm's current and planned workload. 0-10
6. Past record of performance on contracts with Kirkland, other government agencies or public bodies, and with private industry, including such factors as control of costs, quality of work, ability to adhere to schedules, cooperation, responsiveness, and other management and attitudinal considerations. 0-20

### **Cooperative Purchasing**

Chapter 39.34 RCW allows cooperative purchasing between public agencies in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City may purchase from City contracts, provided that the consultant agrees to participate. The City does not accept any responsibility for contracts issued by other public agencies, however.

### **Public Disclosure**

Once submitted to the City, proposals shall become the property of the City, and all proposals shall be deemed a public record as defined in "The Public Records Act," chapter 42 section 56 of the RCW. Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the proposer, or is any way contrary to state public disclosure laws or this RFP, could be removed from consideration. The City will not accept the liability of determining what the proposer considers proprietary or not. Therefore, any information in the proposal that the proposer claims as proprietary and exempt from disclosure under the provisions of RCW 42.56.270 must be clearly designated as described in the "Proprietary Material Submitted" section above. It must also include the exemption(s) from disclosure upon which the proposer is making the claim, and the page it is found on must be identified. With the exception of lists of prospective proposers, the City will not disclose RFP proposals until a bid selection is made. At that time, all information about the competitive procurement will be available with the exception of: proprietary/confidential portion(s) of the proposal(s), until the proposer has an adequate opportunity to seek a court order preventing disclosure. The City will consider a proposer's request for exemption from disclosure; however, the City will make a decision predicated upon RCW 42.56.

### **Attachments:**

- A. Professional Services Agreement



## PROFESSIONAL SERVICES AGREEMENT

## Attachment A

<Job Name and Number>

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The City of Kirkland, Washington, a municipal corporation ("City") and \_\_\_\_\_, whose address is \_\_\_\_\_ ("Consultant"), agree and contract as follows:

### I. SERVICES BY CONSULTANT

A. The Consultant agrees to perform the services described in Attachment \_\_\_\_ to this Agreement, which attachment is incorporated herein by reference.

B. All services and duties shall be conducted and performed diligently, completely and in accordance with professional standards of conduct and performance.

### II. COMPENSATION

A. The total compensation to be paid to Consultant for these services shall not exceed \$\_\_\_\_\_, as detailed in Attachment \_\_\_\_\_.

B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all services performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.

C. The Consultant shall be paid monthly on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.

D. The City shall have the right to withhold payment to Consultant for any services not completed in a satisfactory manner until such time as Consultant modifies such services to the satisfaction of the City.

E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

### III. TERMINATION OF AGREEMENT

The City or the Consultant may terminate this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory services completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above.

#### **IV. OWNERSHIP OF WORK PRODUCT**

A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this Agreement or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.

B. The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.

C. Methodology, materials, software, logic, and systems developed under this Agreement are the property of the Consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.

#### **V. GENERAL ADMINISTRATION AND MANAGEMENT**

The \_\_\_\_\_ for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

#### **VI. COMPLETION DATE**

The estimated completion date for the Consultant's performance of the services specified in Section I is \_\_\_\_\_.

Consultant will diligently proceed with the services contracted for, but consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

#### **VII. SUCCESSORS AND ASSIGNS**

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

#### **VIII. NONDISCRIMINATION**

Consultant shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

#### **IX. HOLD HARMLESS/INDEMNIFICATION**

To the greatest extent allowed by law 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, arising out of or resulting from its negligence or breach of any of its obligations in performance of this Agreement.

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 purposes 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.

#### **X. LIABILITY INSURANCE COVERAGE**

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. A failure to obtain and

maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

Consultant's maintenance of insurance as required by the 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 at law or in equity.

**A. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be as least as broad as 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 CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

**B. Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

**C. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or self-insured 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 and all Additional Insureds for this services with written notice of any policy cancellation, within two business days of their receipt of such notice.

**D. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

**E. Verification of Coverage**

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the services.

**F. Failure to Maintain Insurance**

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract 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.

**G. City Full Availability of Consultant Limits**

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 contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

**XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE**

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Consultant must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

**XII. FUTURE SUPPORT**

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

**XIII. INDEPENDENT CONTRACTOR**

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he or she is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him or her as a result of his or her status as an independent contractor. Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance of unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of Consultant.

**XIV. EXTENT OF AGREEMENT/MODIFICATION**

This Agreement, together with all attachments and addenda, represents the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument properly signed by both parties.

**XV. ADDITIONAL WORK**

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this Agreement. Any such work or services shall be considered as additional work, supplemental to this Agreement. This Agreement may be amended only by written instrument properly signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT:

CITY OF KIRKLAND:

By: \_\_\_\_\_

By: \_\_\_\_\_

Tracey Dunlap, Deputy City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_