



City of Kirkland

Request for Qualifications

Transportation Planning and Engineering Program

Job # 16-19-PW

Issue Date: March 20, 2019

Due Date: April 3, 2019–4:00 p.m.(PDT)

REQUEST FOR QUALIFICATIONS

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

Transportation Planning and Engineering Program

File with Purchasing Agent, Finance Department, 123 - 5th Ave, Kirkland WA, 98033

Qualifications received later than **4:00 p.m. April 3, 2019 will not** be considered.

A copy of this Request for Proposal (RFQ) 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 Qualifications link found under "Doing Business with the City".

The City of Kirkland reserves the right to reject any and all qualifications, and to waive irregularities and informalities in the submittal and evaluation process. This RFQ does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFQ does not obligate the City to accept or contract for any expressed or implied services.

A Service Provider response that indicates that any of the requested information in this RFQ will only be provided if and when the Service Provider 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 of Kirkland assures that no person shall, on the grounds of race, color, national origin, or sex 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, the Service Provider(s) ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

Dated this 20th Day of March, 2019

Greg Piland
Purchasing Agent
425-587-3123

Background Information

The City of Kirkland, Washington is located in the Seattle metropolitan area, on the eastern shore of Lake Washington and approximately 10 miles east of downtown Seattle. It has a population of over 88,000, and is the thirteenth largest city in the State of Washington and the sixth largest city in King County, Washington.

Since its incorporation in 1905, Kirkland has grown in geographic size and now occupies 18 square miles. The city employs over 600 regular employees.

Kirkland will be securing a roster of on-call consultants who are tasked with providing a diverse range of transportation planning and engineering services. These tasks are generally in support of larger capital and planning project efforts or may fill one-time planning or engineering needs. The City seeks to retain up to 3 on-call firms at a time to ensure that a variety of specialties are represented in the roster.

Project Funding

Funding for services comes from the City of Kirkland operating budget or capital improvement projects. It is not expected that that federal grants would be included among the funding sources.

Scope of Services

The selected consultants shall have the qualifications and availability to provide all labor, materials, equipment and supplies to perform on-call professional transportation planning and engineering services on a task order basis for various projects. Consultants are not required to be qualified in all tasks; however, their statement of qualifications shall identify strengths that correlate closely with at least one of the categories below.

All selected consultants shall be able to prepare quality reports, design memoranda, visual communication and online materials, and/or technical memoranda in a timely manner. They shall also be readily available to respond to City staff inquiries on work products, attend and assist at meetings and coordinate with other service providers as needed.

Tasks fall into specific categories and may include, but are not limited to the following:

General Planning

- Conduct travel demand and / or travel behavior analysis for one or multiple modes including but not limited to origin and destination analysis, peak travel behavior, etc.
- Compare the forecasted performance for one or more packages of transportation projects
- Establish and conduct an evaluation process for plan development and project prioritization
- Conduct cost-benefit analysis
- Develop planning level performance measures
- Develop planning level costs for projects
- Review proposed design concepts
- Assist City Staff in developing strategic plans to address ongoing issues

- Assist in researching, updating, or implementing transportation fees, policies, or performance measurement procedures

Multimodal Planning and Design

- Prepare engineering plans, specifications and cost estimates (PS&E) for bike, pedestrian or transit related facilities and infrastructure
- Provide preliminary engineering and design (PE/Design) for bike, pedestrian or transit related facilities and infrastructure
- Develop transit station area site plans and concepts and analyze multimodal transportation access, circulation, bus layover, parking needs, and site amenities
- Conduct transit routing analysis and transit speed & reliability studies
- Conduct multimodal network analysis
- Perform research and analysis for transit-oriented development planning
- Conduct corridor alternatives analyses and feasibility studies for multimodal projects
- Conduct bicycle and pedestrian counts and analysis
- Assist City staff in reviewing multimodal facilities designed by others in existing capital transportation projects
- Assist City staff in developing transportation demand management goals, regulations and policies for new developments.

Traffic Engineering Studies and Assistance

- Conduct traffic studies, corridor analyses, alternative analyses and feasibility studies
- Provide support for ITS hardware, software, and communications infrastructure; this may include troubleshooting and resolving network video communications, development of specifications, evaluation and selection of products, integration with existing systems, and acceptance testing
- Provide transportation modeling and analysis services
- Development review assistance
- Signal timing evaluations and optimization
- Stop sign warrants
- Signal warrants
- Channelization evaluation
- Traffic volume or speed data collection and assessment
- Traffic circulation/trip generation analysis, and ADA compliance reviews.
- Assist City staff in reviewing historical studies prepared by others
- Conduct parking studies or assist City staff to develop parking standards and guidelines
- Assist City staff to update the transportation impact analysis guidelines

Transportation Engineering

- Prepare PS&E for transportation and traffic engineering projects
- Provide PE/Design for transportation and traffic engineering projects
- Assist City staff in project management of major transportation projects
- Prepare bid documents for transportation projects
- Provide right-of-way and topographic surveying and mapping related to transportation projects
- Provide conceptual/schematic designs for channelization, signal head layouts, and other transportation projects

- Provide design support for maintenance repairs of concrete based structures (ex. provide stamped shop drawing for a signal foundation that had been damaged)
- Assist City Staff with developing conceptual level traffic calming plans and associated budget-level cost estimates; PS&E for specific elements if needed
- Assist City Staff with updating the Neighborhood Traffic Control Program toolkit
- Assist City Staff in revising design guidance, standard details and specifications to meet the latest best practices
- Assist City staff in reviewing existing capital transportation projects designed by others
- Assist City staff with public outreach and staff meetings including preparation of display materials and program documentation for on-site display and Web distribution/access.

The City intends to create an on-call agreement for the bulk of the work but may create individual project agreements from this RFQ to utilize Federal funds.

Minimum Qualifications

Minimum qualifications are required for a qualified firm to be eligible to submit a response to this RFQ. Responses must clearly show compliance with these minimum qualifications. Qualifications that are not responsive to these minimum qualifications shall be rejected by the City without further consideration.

- Qualified firm must demonstrate expertise and experience for the specific areas of the on-call services that they are proposing on. Qualified firms must address specific services for which they qualify, and preferred firms are those that can demonstrate many of the specific services noted although the ability to perform in all service areas is not required. Five years of experience is considered a preferred qualification.
- Qualified firm Project Manager must have demonstrated experience working with a public agency within the last five years, providing satisfactory services similar to those expected by the City for this contract.

Proposal Submission and Evaluation

To be considered for selection, submit the following information:

Letter of Introduction

- Briefly describe the firm, and the name, address, e-mail, and phone number of the Project Manager as well as a summary of the understanding of the scope of services and overall approach to the scope of services.

Experience and Qualifications

- Identify team members by area of expertise (discipline) and include contact information (name, phone number, and email address).
- Describe the team's qualifications as they relate to the variety of categories included in the scope of services.
- Describe past performance in completing similar scope of services for other public agencies, including relevant experience of the Project Manager.

- Provide specific examples of services completed by the firm that address a variety of the scope of services listed. Some examples should include those that involved the designated Project Manager.
- Statement of availability for the firm and staff identified.
- Experience and Qualifications section of the proposal should be no more than 15 pages.

References

- Provide at least three (3) references that may be contacted for verification of the respondent’s experience and qualifications. Optimally, these references should be able to attest to the Project Manager’s work, along with the rest of the consultant team.

Qualified Firm Selection Criteria

Qualified firms will be evaluated based on the criteria listed below. The City of Kirkland reserves the right to award a contract for the services sought to one or more consultants based on the qualifications received and needs of the City.

Evaluation Criteria	Weight
Qualifications for services (ability and depth to perform work as outlined in the scope work)	25 pts
Experience (past experience and success of performing similar types of on-call services)	25 pts
Key Staff (availability, competency and experience of key staff that will be performing services)	20 pts
Effective Project Management (ability to manage task orders effectively, efficiently in a responsive and timely manner)	20 pts
Response of References	10 pts
Total	100 pts

Selection Process

A selection committee will review all qualifications, select finalists and may conduct interviews prior to making the final selection of the consultant. The City reserves the right not to award any portion or all of the project if it finds that none of the qualifications submitted meets the specific needs of the project.

Prior to the commencement of work, the City and the selected consultant will meet to settle contract details. A letter notifying the consultant of the City’s award will constitute notice to proceed. The City is not responsible for any costs incurred by the consultant in the preparation of the proposal. Once submitted to the City, all qualifications will become public information.

Tentative Schedule

The following schedule contains major milestones and may be modified as a result of qualified firm qualification submittals and contract negotiations:

RFQ questions due:	Friday, March 22, 2019
RFQ questions posted with City responses:	Wednesday, March 27, 2019
RFQ submittal date:	Wednesday April 3, 2019
Qualified Firm Interviews (if needed):	April 15th – April 19th
Qualified Firm Selection:	Monday, April 22, 2019

Submission Requirements

Submittals will be accepted by the City of Kirkland's Purchasing Agent until **4:00 p.m. PDT on April 3rd, 2019**. Late submissions will not be accepted and will be automatically disqualified from further consideration.

All qualifications be must be submitted as an email attachment in PDF or MS Word format to: 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, Purchasing Agent
Job # 16-19-PW
123 5th Avenue
Kirkland, WA 98033

Questions

Questions regarding the City's RFQ process should be addressed to:

Greg Piland
Purchasing Agent
Email: gpiland@kirklandwa.gov

Questions regarding the scope of work, evaluation process, or technical aspects of this request should be directed to:

Kimberly Scrivner
Transportation Planner
Public Works
Email: KScrivner@kirklandwa.gov

Right to Reject Submittals and Qualified Firm 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.

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

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 RFQ, 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 RFQ 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.



**PROFESSIONAL SERVICES AGREEMENT
SAMPLE**

Attachment A

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: _____