



# **City of Kirkland**

## **Request for Qualifications**

### **NE 124<sup>th</sup> ST & 113<sup>th</sup> AVE NE**

### **Crosswalk Upgrade**

### **Job # 39-19-PW**

**Issue Date: July 18, 2019**

**Due Date: August 8, 2019– 3:00 p.m. (Pacific Time)**

## REQUEST FOR QUALIFICATIONS

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

### **NE 124<sup>th</sup> ST & 113<sup>th</sup> AVE NE Crosswalk Upgrade**

File with Purchasing Agent, Finance Department, 123 - 5<sup>th</sup> Ave, Kirkland WA, 98033

Qualifications received later than **3:00 p.m. August 8, 2019 will not** be considered.

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

The City of Kirkland reserves the right to reject any and all submissions, 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 qualifications. Furthermore, the RFQ does not obligate the City to accept or contract for any expressed or implied services.

A firm response that indicates that any of the requested information in this RFQ will only be provided if and when the firm is selected as the apparently successful firm is not acceptable, and, at the City's sole discretion, may disqualify the submission 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 Firm 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 18th Day of July, 2019**

Greg Piland  
Financial Operations Manager  
425-587-3123

**Project Background:**

Project will complete design for the NE 124th St & 113th Ave NE Crosswalk Upgrade project. The Project will improve pedestrian and vehicle safety by replacing the northbound and southbound permissive-only left turns with protected left turns. When northbound and southbound pedestrians are crossing with the signals, there will be no conflict with left turning vehicles. Project will require new signal timing and phasing, and will include new signal heads and channelization, as required. Where existing signal mast arm poles do not meet structural requirements for the new configuration, replacement signal mast arm poles will be installed. Project implementation will include signal timing and signal phasing changes, including replacing signal heads, to improve pedestrian safety within existing crosswalks. Preliminary engineering review has determined that existing signal pole foundations do not meet the structural requirements needed to implement the signal head changes.

The project is funded by a combination of local and federal funding (HSIP). Inclusion of federal funding will require the successful firm to adhere to design and documentation requirements consistent with the funding source. Prospective consultants shall have all administrative documents, including audited overhead rates, current and on file with WSDOT Audit Office. The City will lead project administration through WSDOT.

**UDBE and SBE Goal**

UDBE goal for this project set up from local programs is Zero (0) percent. Voluntary SBE goal amount of ten (10) percent.

**Anticipated Scope of Work:**

In general, the selected consultant is expected to develop Plans, Specifications, and Estimates (PS&E) for the above referenced project. The scope of work may include the following:

1. Investigate the project area and gather information and records necessary for engineering design. This may require multiple meetings and site visits with City staff. Perform topographic survey and identify all existing utilities to prepare a project base map. Prepare a geotechnical report. Research property easements and boundaries.
2. Prepare a preliminary design letter to describe the design elements, present the City with design options and preliminary construction cost estimates, identify potential challenges, and describe deliverables and schedule.
3. Prepare 30 /60 /90 Percent Plans, Specifications, and Estimate of the selected design option for the City to review. The design shall adhere to City of Kirkland, State and Federal standards. The City adopts the most current version of the WSDOT Standard Specifications and Amendments modified by the City's Special Provisions. Prepare a final submittal packet for construction –the Contract Documents, to include the Final Approved Plans, Specifications, Proposal, Contract, WSDOT Amendments, Special Provisions, and required appendices, conforming to the City's standard format.

4. Permitting support: Identify and prepare all necessary federal (i.e. NEPA completion), state and local permits needed for the design option. (Excluding construction-related permits)
5. Identify community outreach needs and assist the City in outreach efforts with business and property owners, presentations and preparation of visual aids.

**Future Scopes of Work**

Upon completion of consultant services for design and PS&E preparation, the contract may be supplemented for construction engineering services, at the discretion of the City.

The format of your Statement of Qualifications will be at your discretion but shall be **limited to twenty (20) pages, not including a cover sheet.** However, at a minimum, it should include the following:

1. A statement of your understanding of the various aspects of the Project.
2. A discussion of your firm’s approach to this Project.
3. Your identification of critical project elements and a summary of your strategy for successfully integrating and achieving each of those elements for this Project.
4. A summary work coordination plan and schedule(s) describing how the goals, tasks, and other elements of the Project can be expected to be completed during the Project duration.
5. Key personnel, both internal and subcontracted, to be assigned to this Project; this should include their role(s), unique skills, experiences, and qualifications for this Project.
6. A statement describing your experience and examples of successfully completed federally-funded Projects.
7. Examples of similar projects successfully completed through final PS&E by your firm, with an emphasis on recent and related projects. Please also include the names and phone numbers of client references that would be most knowledgeable of your firm’s performance on these similar projects. Please verify both name and contact phone number in advance before including this information in the SOQ. References involving past City of Kirkland projects will not be accepted.

Qualifications will be evaluated and scored by a selection panel consisting of Kirkland Public Works personnel. Consultant selection will be based on the following criteria and weighting:

| <b><u>Evaluation Criteria</u></b>            | <b><u>Points</u></b> |
|--|----------------------|
| 1. Qualification of Proposed Project Manager | 0-15                 |
| 2. Qualifications/Expertise of Firm          | 0-15                 |
| 3. Ability to meet schedule                  | 0-15                 |
| 4. Approach to project                       | 0-25                 |

|  |            |
|--|------------|
| 5. Familiarity with WSDOT/FHWA standards | 0-10       |
| 6. Past Performance/References           | 0-10       |
| 7. Approach to meet voluntary SBE goal   | 0-10       |
| <b>Maximum Points</b>                    | <b>100</b> |

**General Format of Interviews**

Interviews will be conducted with three to four firms selected by City staff from those who submit SOQs. The City of Kirkland interview team will consist of three to five staff members directly related to the Project’s scope of work.

Each interview shall not exceed forty-five minutes and will generally follow this format:

- Consultant presentation, format optional (approximately 15 minutes)
- Predetermined interview questions from City Staff (approximately 15 minutes)
- Open question and answer session (approximately 10 minutes)

Predetermined interview questions from City will be provided to each firm selected for interview within one calendar week of being notified of their selection, along with the scoring criteria and weighting to be used by the panel of City staff interviewers. Questions asked during the open question and answer session will not be provided to the interviewed firm in advance.

**Contract Requirements**

If, after negotiation and consideration, the City is unable to reach an acceptable agreement with the top-ranked firm, they will terminate negotiations with the top ranked firm and, at their sole discretion, may: enter into negotiations with the second-ranked firm; withhold the award for any reason; elect not to proceed with any of the proponents; or re-solicit new submissions.

**Schedule:**

The project schedule is as follows:

- July 18, 2019 Issue Request for Qualifications
- August 8, 2019 Statement of Qualifications Due
- August 15, 2019 Notifications of Selections for Interview by City
- August 19-23, 2019 Conduct Interviews
- August 30, 2019 Consultant Selection Completion
- September 2019 Notice to Proceed for Design Consultant
- March 2020 Estimated end date for Design Consultant

## **Questions**

Upon release of this RFQ, all Vendor communications concerning the RFQ should be directed to the City's RFQ Coordinator listed below. Unauthorized contact regarding this RFQ with any other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City. Firms should rely only on written statements issued by the RFQ Coordinator. The City's RFQ Coordinator for this project is:

**Name:** Marius Eugenio Jr.  
**Address:** City of Kirkland, Public Works  
123 5<sup>th</sup> Avenue, Kirkland, Washington 98033  
**E-mail:** [MEugenio@kirklandwa.gov](mailto:MEugenio@kirklandwa.gov)

## **Qualification Submittal Instructions**

Submissions must be received by no later than **3:00 p.m. PDT on August 8, 2019**. We prefer that qualifications be submitted by email. Emailed submissions should include "Qualification-Job #39-19-PW" in the subject line and be addressed to: [purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov). (Emailed submissions must be in MS Word or PDF format and cannot exceed 20MB).

As an alternate to email, qualifications can be mailed or delivered to:  
City of Kirkland  
Attn: Greg Piland – Job #39-19-PW  
123 5th Avenue  
Kirkland, WA 98033

If submitting a paper qualification, the original plus four (4) copies of all qualifications in printed form must be submitted in a sealed envelope or box with the following words clearly marked on the outside of the envelope, NE 124<sup>th</sup> ST & 113<sup>th</sup> AVE NE Crosswalk Upgrade RFQ. The supplier's name and address must be clearly indicated on the envelope.

## **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.

## **Americans with Disabilities Act (ADA) Information**

The City of Kirkland in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing the RFQ Coordinator listed above.

### **Title VI Statement**

The City of Kirkland in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award."

Dates of publication in the Seattle Times: July 18, 2019 and July 25, 2019.

### **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 Agreement**

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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. CERTIFICATIONS REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTEER EXCLUSION**

Pursuant to 2 CFR 200.213, the Contractor, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the Contractor is unable to certify, they must provide an explanation as to why they cannot prior to signing the agreement. The Contractor shall provide immediate written notice to the City if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances, or have received notice that they have been suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in 2 CFR 180.

The Contractor agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction. Pursuant to 2 CFR 180.330, the Contractor is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements. The Contractor agrees that it will include this clause without modification in all lower tier covered transactions.

**XVI. 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: \_\_\_\_\_