



City of Kirkland

Request for Qualifications

STATION AREA PLAN FOR I-405/NE 85TH STREET BUS RAPID TRANSIT (BRT) STATION AREA

JOB NUMBER# 45-19-PB

Issue Date: August 19, 2019

Due Date: September 20, 2019 @ 4:00 p.m. (Pacific Time)

REQUEST FOR QUALIFICATIONS

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

Kirkland's NE 85th/I-405 Station Area Plan

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

Qualifications received later than 4:00 p.m., September 20, 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 proposals, 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 proposers 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 response that indicates that any of the requested information in this RFQ 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.

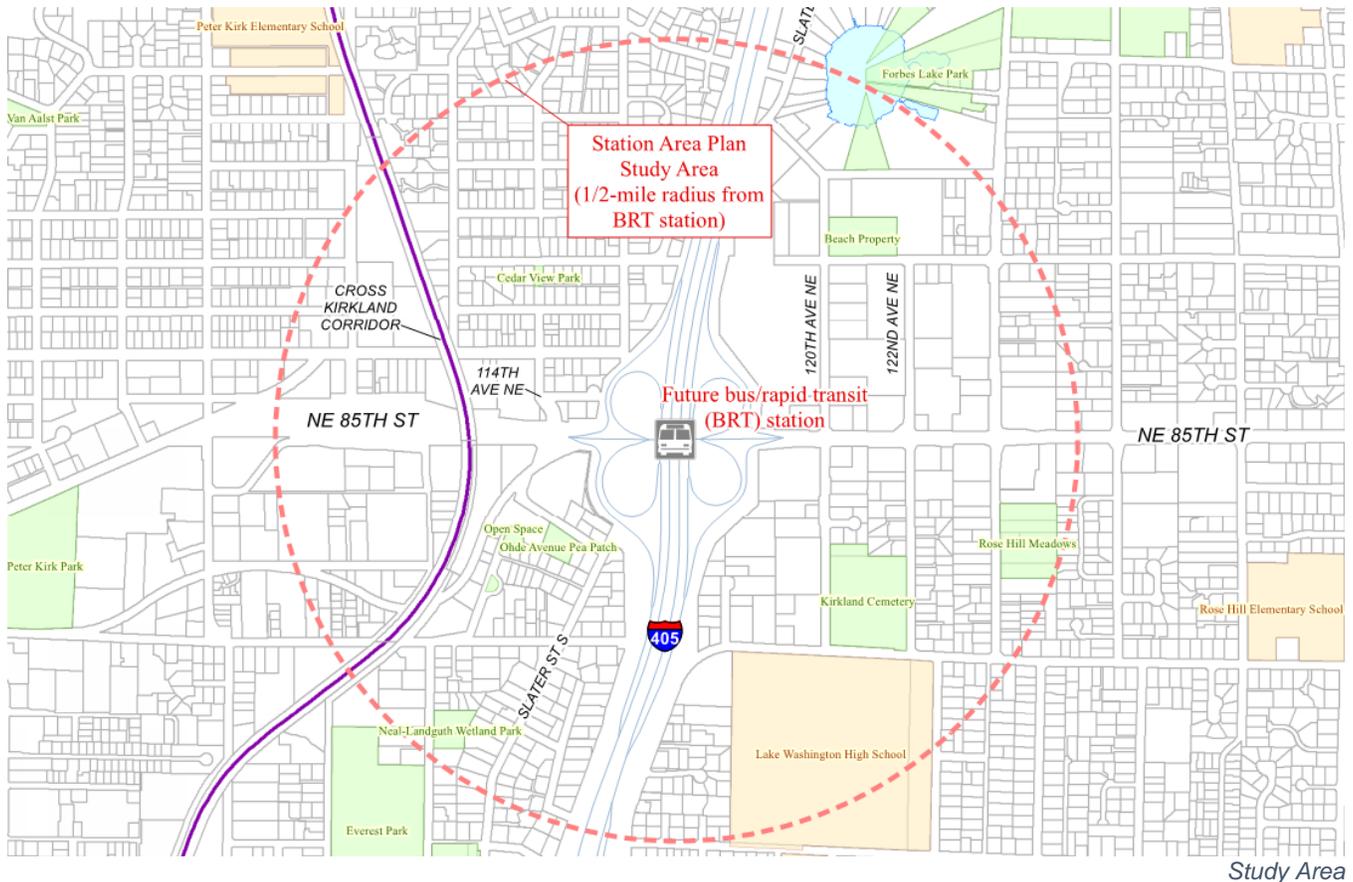
Dated this August 19, 2019.

Greg Piland
Financial Operations Manager

I. Introduction

The City of Kirkland, Washington (City) is soliciting proposals from multi-disciplinary firm(s) (Consultant) interested in development of a Station Area Plan for the area surrounding the planned I-405/NE 85th Street Bus Rapid Transit (BRT) Station. The general study area for the Station Area Plan is illustrated on the map below: the precise boundaries will be established as part of the project. In general, the Consultant should include team members who are experts in land use planning, project management, urban design/architecture, transportation and mobility, economic development, infrastructure, sustainability, and environmental review.

The Station Area Plan will be multi-phased document, with the need for an initial phase to enable early coordination between the City of Kirkland, Sound Transit, and the Washington State Department of Transportation (WSDOT) as the I-405/NE 85th Street Interchange and BRT Station is engineered and constructed. To be responsive to the delivery schedules, there is a need to provide design guidance to state and regional agencies in the early phase of the planning process. Subsequent phases will develop the comprehensive Station Area Plan.



II. Project Description

The purpose of the Station Area Plan is to create a livable, workable, equitable, and sustainable Transit Oriented Community (TOC) in the City of Kirkland that supports high capacity transit investment at the new BRT station and throughout the region. The Station Area Plan will focus on land use, urban design, transportation, infrastructure/utilities, economic development and sustainability. The Station Area Plan will incorporate existing environmental documentation prepared by the City for the Kirkland 2035 Comprehensive Plan and Sound Transit and will include preparation of a draft and final supplemental environmental impact statement (SEIS) in compliance with the State Environmental Policy Act (SEPA).

The project will be guided by Comprehensive Plan Goals and Policies and will evaluate land uses generally within 1/2 mile of the future BRT station, evaluate opportunity sites for future development, identify innovative transportation improvements to support mobility around the BRT station planning area, promote the City's Vision & Goals (updated in 2017), and update the City's transportation and transit plans. The Consultant will ultimately be responsible for developing a Station Area Plan that addresses the following thematic issues:

- Defining the subarea boundaries based on existing and planned transportation infrastructure, existing and planned land use patterns, topography/natural features, and proximity to other neighborhood centers;
- Developing land use planning concepts that are transit oriented and implement efficient land use planning;
- Developing urban design scenarios that support and promote an environment consistent with Kirkland's Vision and Goals, and that help connect a freeway-oriented BRT Station to surrounding neighborhoods;
- Promoting non-motorized transportation;
- Promoting innovative infrastructure planning in order to make efficient use of the land surrounding the BRT station, and to enhance the physical environment;
- Creating and implementing an engaging and productive public involvement process/plan;
- Involving and coordinating resident, business and other stakeholder groups that are interested in transit station area planning;
- Creatively visioning and developing urban design components that contribute to creating vibrant pedestrian-oriented places to live work and play;
- Addressing economic development creatively, both in terms of retention of existing high sales tax-generating uses and future development of jobs and commercial services;
- Reviewing related planning work from other regional planning and transportation agencies, especially the Sound Transit I-405 BRT Plan;
- Integrating sustainability into every aspect of the plan;
- Ensuring compliance with SEPA;
- Preparing an innovative Station Area Plan that can be implemented and has community support; and
- Concurrently preparing related updates to the City's Comprehensive Plan and Zoning Code.

Robust public involvement is paramount in developing the Station Area Plan. Through public outreach and participation, the Consultant and City will be able to present information and ideas to the community and invite input from those interested in and affected by future development of the

areas around the BRT station. The public involvement plan should be engaging, inclusive, and encompass a broad cross-section of the community due to the City-wide implications of the project.

Project Goals and Objectives

The goals of this planning effort are to define future development around the new BRT station to provide greater access to the region's transit system and create a vibrant transit-oriented community.

The objectives of this Station Area Plan are to:

- Engage stakeholders and the larger community in a planning process that achieves broad consensus and public support.
- Maximize short- and long-term land use opportunities presented by the BRT station, including a broad mix of residential, employment and commercial uses.
- Maximize pedestrian and bicycle access between existing and new uses that develop in the area.
- Establish a comfortable, attractive, safe, and vibrant public environment.
- Create effective transitions between the newly planned transit-oriented community and adjacent uses.
- Maintain economic diversity and preserve and enhance sales tax revenues.
- Maximize opportunities for housing for a range of income levels.
- Enhance ridership base for the expanded transit system.

Project Background

In 2016, Puget Sound voters approved the Sound Transit 3 plan, making BRT on the I-405 Corridor possible. BRT will allow for improved connections and commute times between Lynnwood, Kirkland, Bellevue and Burien. This new north-south BRT service will aid in accessing the new regional light rail lines scheduled to open by 2024.

In Kirkland, the I-405/85th Street Interchange will be reconstructed to comprise three levels. The lower level will be NE 85th Street, the mid-level will be devoted to transit, and the top level will be I-405. The BRT Station will be accessed by buses using inline access ramps. There is a focus on transit and non-motorized access to the BRT Station, as no Park and Ride is planned.

The Kirkland City Council directed staff to complete a Station Area Plan for the I-405/85th Street Interchange to ensure thoughtful land use planning around this major regional transit investment. The City will continue to partner with Sound Transit, the Washington State Department of Transportation and King County Metro Transit to ensure that investments along I-405 serve Kirkland's mobility needs and maximize the benefit of Sound Transit's NE 85th/I-405 Bus Rapid Transit interchange project by completing a cohesive land use plan for areas adjacent to the interchange project.

The initial study area is generally the land within a 1/2 mile of the future BRT Station. The current land uses in the study area are a mix of multi-family, mixed-use, commercial/retail/office, schools, parks, and lower-density single-family residential uses. The final Station Area Plan boundaries will be defined through the process and may expand or contract beyond the 1/2-mile radius based on initial findings.

The City is interested in maximizing the use of the I-405/85th Street BRT Inline Station while continuing to build a vibrant, livable community that ensures land use and zoning are compatible with and support transit use. The challenge to integrate the interchange with the surrounding land uses will require a focus on creative urban design concepts. The subareas surrounding the interchange will contribute to transforming the current land uses to a denser, mixed-use community and will accommodate new residents, employees, and visitors who have better transportation choices.

III. Consultant Tasks

The following are the key Consultant tasks that the City believes will be essential to completing the Station Area Plan. While the Consultant should make sure these tasks are addressed in the submittal, other tasks may be added by the Consultant to ensure the planning effort is complete.

1. Project Management

The Consultant will perform the following management tasks to help ensure that the project remains on schedule and budget.

- Confirm work scope and project study area boundaries
- Kick-off meeting with Consultant and City teams
- Management team meetings
- Early and ongoing coordination with Sound Transit, WSDOT, and METRO
- Meeting summaries
- Work plan development
- Schedule management
- Document management
- Budget management
- Management of all sub-consultants

The Consultant project manager will be responsible for coordinating all aspects of this work plan with the City's project manager and with the Consultant team. The Consultant project manager will be responsible for producing high quality projects and meeting the mutually-agreed-upon schedule and budget. The Consultant project manager will work closely with the City's project manager and staff to ensure the City's input is included in all aspects of the plan. The Station Area Plan should represent the public interest above all else.

Deliverables: Project Management Plan and kick-off meeting. Invoices, project progress reports, schedules, and management team meetings will be provided monthly or at another interval agreed to by the Consultant and City project manager. Will include periodic progress report to Planning Commission, Transportation Commission, and City Council.

2. Public Participation Plan and Community Outreach

The Consultant will be the lead for developing the community outreach and engagement plan, strategies, and implementation tools. City Staff will be heavily involved in the project with support from the Consultant as needed in the conduct of public involvement. The following are anticipated outreach and engagement activities:

- Recommendation on the type and frequency of outreach — Steering Committee, Technical Committee, open houses, charettes, etc.;
- Prepare informational mailing and/or other notifications to stakeholders and interest groups;

- Assist with creation of project informational videos (produced and aired by the City);
- Creatively and effectively engage a broad array of stakeholders in planning for redevelopment around the BRT Station;
- Develop ongoing web content for a City-hosted project webpage;
- Incorporate “design in public” techniques and tools such as integrating visualization software, architectural/landscape design charrettes, public forums, etc. into the outreach process*;
- Invite the broader community, especially those who live in nearby neighborhoods who may be future station users, to discuss station area planning and to learn of their interests and concerns;
- Maintain interested party mailing and email lists; and
- Refine and map subarea boundaries.

*The City has a strong interest in using innovative technologies in community outreach and alternatives analysis for decision-makers. To that end, the City would ask the Consultant to consider building a 3D base model of the Study Area using Kirkland’s existing GIS ground plane, building footprint, and lidar data (to develop buildings and vegetation) and using that model with ArcGIS Urban (or similar analysis and decision-making tool) to illustrate and evaluate alternatives.

Deliverables:

- Preparation of a detailed public outreach plan that outlines who, when and how interested parties will be invited to participate in creating the Station Area Plan;
- Preparation for and completion of public outreach sessions;
- Preparation of materials such as mailings, displays, information handouts/articles and presentation materials for public/stakeholder meetings; technical memos summarizing the meetings;
- Preparation of a public outreach report to document the public outreach effort, presentation of the feedback received, and submittal of a public participation plan; and
- Attendance and presentation at public meetings as mutually agreed upon.

3. Initial Opportunities and Challenges Analysis

As an initial step in the process, for an area within the vicinity of the BRT Station (generally 1/2 mile) the Consultant will review existing land uses, property development and ownership patterns, transportation facilities, utilities, natural features such as streams/wetlands and topography, and Sound Transit’s and King County’s Transit-Oriented Development policies. Based on this information, the Consultant will prepare a concise report outlining opportunities and challenges in developing a Station Area Plan. The report should be graphically-oriented and help give decision-makers and City staff a high-level overview of key planning considerations. This task must be completed early in the process so that the City can use it in meetings with the regional transportation agencies to ensure that the BRT Station design will not preclude achievement of City Station Area planning goals.

Deliverables:

The Consultant will provide a challenges/opportunities summary that will help guide the planning process.

4. Station Area Plan Components

Following are a list of key topics that should be addressed in the Station Area Plan. While the analyses of these key topics can be prepared as stand-alone reports that would be attached to the Station Area Plan, key recommendations should be integrated into the Station Area Plan itself. If stand-alone reports are prepared, they should be concise, graphically-oriented, and focused on recommendations that can shape the ultimate plan. Lengthy reports on existing conditions are not desired.

A. Economic Development

The Consultant will conduct market research, including information on property values, station area tax revenues, and how the local market may change in the future to adapt to new conditions.

The Consultant will conduct assessments of emerging market conditions and identify tools that the City could use to foster desired development within the Station Area Plan. The Consultant will be responsible for identifying candidate sites for rezoning and identifying the most favorable parcels for redevelopment. Recommendations, which should be incorporated into the Station Area Plan, will promote diversity and strength in City tax revenues, good jobs for the workforce, business retention, and a resilient economy.

Deliverables:

Prepare a concise memo that addresses the economic development issues noted above. Include information about emerging market conditions and feasibility for redevelopment within the confines of the adopted goals and policies for the Station Area Plan.

B. Land Use and Housing

This task will assess potential land use changes around the station as well as along major corridors, between activity nodes and other linkages. Consideration should be given to identifying land use changes that effectively respond to a street typology in and around the Station Area. This task should also address the need for affordable and workforce housing throughout the Station Area Plan and recommend measures to promote housing diversity and affordability. Incentive-based zoning should be considered where additional development allowances can be leveraged to fulfill public objectives (i.e., requiring additional affordability, public parks and open space, offsite public improvements, etc.).

Deliverables:

The Consultant will prepare a document outlining potential changes in land use within the Station Area Plan. The Consultant shall make recommendations in potential changes in land use even if the changes may occur outside the study area.

C. Urban Design

In collaboration with stakeholders, the Consultant will creatively develop urban design scenarios that promote a sense of place and community. Using design to integrate the BRT Station and surrounding neighborhoods is an issue of primary interest because of the physical challenges that confront a freeway-oriented transit station. Therefore, the ultimate Station Area Plan needs to include detailed consideration of how urban design can be used to promote a beautiful and functional environment within the vicinity of the BRT Station, while connecting the district to

Greater Downtown Kirkland and surrounding neighborhoods. Urban form should respond to the unique setting and challenges of a freeway interchange and creating appropriate transitions to adjoining land uses. The final Station Area Plan should include design guidelines and street standards to promote high quality design in the private and public realms. Urban design strategies should create places that are meaningful in the context of the community as a whole, the Station Area, and any subareas identified within the Station Area.

Deliverables:

The Consultant will prepare a document and renderings illustrating urban design concepts and design guidelines to be administered in project review by the City's Design Review Board. This work should help establish a sense of place and design themes that help distinguish the Station Area Plan.

D. Services and Utilities

In collaboration with service providers (City water, sewer, surface water, fire, police), the Consultant will evaluate the availability to service the Station Area with services and utilities. In addition, the Consultant should identify creative ways to design stormwater and other infrastructure within the Station Area Plan in a way that promotes environmental values and a high level of urban design, and that also ensures that the land near the BRT Station can be developed in a way that knits together surrounding neighborhoods. The Consultant will coordinate closely with Sound Transit and WSDOT on stormwater design related to the BRT Station to ensure that the Station Area Plan is integrated with the BRT Station.

Deliverables: The Consultant will prepare a document evaluating the level of service for applicable services and utilities necessary to serve the proposed station area and any potential deficiencies, along with creative ways to design infrastructure to meet the diverse objectives of the Station Area Plan.

E. Transportation and Mobility

The Consultant should comprehensively evaluate how mobility could be improved throughout the Station Area Plan, with a focus on people walking, biking, and riding transit. Use of curb space for public parking, ride share, delivery loading/unloading, building access and other purposes should also be addressed in the plan. The plan should also identify how to create connections to the surrounding area and the new BRT station, as well as better connectivity through the station area, linking the east and west side of I-405, particularly for people walking, biking and riding transit.

NE 85th St., one of two principal arterials that connects the east and west sides of I-405 in Kirkland, is a very important street and has some of the highest traffic volumes in the City. It is also a growing transit market with more transit service planned for the corridor to connect to the I-405 BRT station and increasing mixed-use, compact development along the corridor linking downtown Kirkland and downtown Redmond. Maintaining vehicle traffic and transit flow along NE 85th St., and vehicle circulation and access between NE 85th St. and the various portions of the station area will be a key component of the plan. The Station Area Plan should also identify a design approach that will ensure that existing and new streets in the area create a sense of place that works in context with the existing and future land use vision for the Station Area Plan.

The evaluation of the planned transportation improvements will include utilizing the Bellevue, Kirkland and Redmond (BKR) Transportation Model to develop a base year station area model and a 2035 station area model in order to evaluate planned transportation and mobility improvements. This work will also be informed by modeling analysis done as part of the I-405/NE 85th St Inline BRT Station and Interchange Project and I-405 BRT Project, as well as the latest development pipeline information. In addition to using outputs from the base year and future year BKR Model to evaluate land use changes, the Consultant will work with City staff to develop additional performance measures.

Deliverables: The Consultant will prepare a document identifying recommendations for enhancing mobility in the Station Area Plan, including linkages to surrounding destinations. An assessment of current and future transportation conditions should also be included.

F. Sustainability

The City is in the process of developing a Sustainability Master Plan, which seeks to coordinate the sustainability efforts of multiple City projects and programs while establishing a number of new sustainability goals. Because of the size and scale of the Station Area Plan, the community expects that sustainability will be addressed in a meaningful way in all elements of the plan. In this task the Consultant will consider sustainability issues and propose measures to advance sustainability throughout the Station Area Plan. Protection and enhancement of natural features and progressive building standards will be a primary focus. Other elements of sustainability (equity, fiscal responsibility, etc.) should also be addressed.

Deliverables: The Consultant will prepare a document outlining potential measures to ensure sustainability.

G. Alternatives Analysis.

The Consultant will identify and document opportunities, constraints, and challenges, and suggest alternative strategies to address the key land use, urban design, services/utilities, economic development, transportation/mobility, and sustainability components of the Station Area Plan. Guidance documents and alternatives should be developed at key junctures in the process to obtain direction from decision-makers to ensure support for alternatives that move forward. The analysis will include the following components and others that may emerge during the planning process:

- Increasing the safety, quality and availability of public facilities for non-motorized access to the station and integration of the station into the planned neighborhood area;
- Assessing political and community support for alternatives;
- Designing development within the station area to incorporate facilities to provide and enhance walking and bicycling to the station;
- Enhancing transit to the station from adjacent neighborhoods;
- Retaining and enhancing affordable housing opportunities in the station subarea;
- Analyzing potential bus transit needs and plans for integrating bus transit to the BRT station
- Providing details for implementing interchange and station goals and policies and zoning strategies near the BRT Station. Attention should be paid to urban design, neighborhood commercial uses, transition from lower-density neighborhoods, parking strategies in the station, open space, pedestrian amenities, parking and streets;

- Identifying issues and opportunities with utilities (primary water and water), both above ground and below ground utilities, including stormwater management and innovative technologies such as those associated with Eco Districts; and
- Identifying – qualitatively or quantitatively – opportunities through station area planning to reduce per capita vehicle miles traveled and transportation related greenhouse gas emissions within the 1/2-mile radius of the BRT Station.

Deliverables: Alternatives analysis, preferably in a matrix or easily-digested format.

H. Preferred Alternative

Based on the results of the Alternatives Analysis, including the technical analysis and feedback from City Council, the Planning Commission, other Boards and Commissions, and the community, prepare and present a preferred alternative. The preferred alternative will include the following:

1. Total number of activity units (housing units and jobs)
2. Comprehensive Plan Land Use Designations and supporting goals and policies for incorporation into General Elements and Neighborhood Plan Elements of the Kirkland Comprehensive Plan
3. Zoning text amendments for incorporation into the Kirkland Zoning Code
4. Station Area Design Guidelines for development review
5. Sustainability measures
6. Utilities and infrastructure needed to support the preferred alternative
7. Street network to support mixed-use development pattern, improve internal circulation and provide access
8. Non-motorized facilities
9. Transit service needs
10. Parking management and trip reduction strategies
11. Strategies for preserving areas for affordable housing

The Consultant will describe how the goals and vision, the existing and future issues and problems identified in the previous tasks, and the performance measures and benchmarks will be addressed by the preferred alternative. The Consultant will evaluate whether the preferred alternative will satisfy Kirkland's transportation goals.

Deliverables: The Consultant will draft a technical memo documenting the contents of the preferred land use/transportation package and performance measure and benchmark results.

I. Environmental Review

Consultant will conduct an environmental review assessing the impacts of implementing the Station Area Plan, including compliance with SEPA requirements and preparation of a supplemental EIS (SEIS). If the Consultant identifies other environmental review options that would help achieve the objectives of the Station Area Plan, they should be addressed in the proposal. The City does not anticipate that the existing budget for the project would accommodate a Planned Action Ordinance, but would encourage the Consultant to address the merits of such a document in their proposal.

Deliverables:

The Consultant will prepare an SEIS (or other document meeting SEPA requirements) that complies with State and local SEPA rules.

J. Station Area Plan

The Consultant will prepare a final report that includes the following:

- Executive summary;
- Individual topical chapters;
- Appropriate land use and zoning designations;
- Specific design guidelines, zoning amendments and comprehensive plan amendments;
- Implementation actions and strategies which may include timing and phasing, special form, overlays, performance zoning and/or capital investments;
- Implementation plan; and
- Appendices.

Deliverables:

- Electronic and paper copies of the I-405/NE 85th BRT Station Subarea Plan; and
- Draft and final I-405/NE 85th Station Subarea Plan and recommendation on implementing zoning.

Preliminary Timeline/Schedule

The Consultant should propose the timeframe for completing the I-405/NE 85th BRT Station Subarea Plan. The City's deadline for this project is Council adoption by March 2022. However, to accommodate early coordination, the Initial Opportunities and Challenges analysis must be completed within four months of Notice to Proceed.

A specific target date should be proposed for each task listed above.

Related information:

1. City of Kirkland Comprehensive Land Use Plan, 2035, adopted January 16, 2018.
<https://www.kirklandwa.gov/Residents/Community/Kirkland2035.htm>
2. Kirkland 2035 EIS.
https://www.kirklandwa.gov/Residents/Community/Kirkland2035/Comprehensive_Plan_Update/Environmental_Impact_Statement.htm
3. Rose Hill (North & South) Neighborhood Plan, adopted 2018.
https://www.kirklandwa.gov/depart/planning/Code_Updates/Neighborhood_Planning/RHBT85_Subarea_Plan_Update.htm
and
<https://www.kirklandwa.gov/Assets/Planning/Planning+PDFs/Rose+Hill+and+Bridle+Trails+Neighborhood+Plan+Update+March+2018+Survey.pdf>
4. Norkirk Neighborhood Plan, adopted 2006.
<https://www.kirklandwa.gov/Assets/Planning/Planning+PDFs/Planning+Commission/Norkirk+Neighborhood+Plan+Update+PC+03262015.pdf>
5. Highlands Neighborhood Plan, adopted 2012.
<http://www.kirklandwa.gov/Assets/Kirkland+2035/Highlands+Neighborhood+Plan+Existing.pdf>

6. Everest Neighborhood Plan, adopted 2015.
<http://www.kirklandwa.gov/Assets/Planning/Planning+PDFs/Everest+Neighborhood+Plan.pdf>
7. Community Profile
<https://www.kirklandwa.gov/Assets/Kirkland+2035/Community+Profile+Comprehensive+Plan.pdf>
8. Sustainability Plan
https://www.kirklandwa.gov/depart/CMO/Neighborhood_Services/Sustainability_Master_Plan.htm
9. Transportation Master Plan
<https://www.kirklandwa.gov/Assets/Boards+and+Commissions/Boards+and+Commissions+PDFs/Transportation+Commission/City+of+Kirkland+Transportation+Master+Plan.pdf>
10. Active Transportation Plan
https://www.kirklandwa.gov/depart/Public_Works/Transportation_and_Traffic/Active_Transportation_Plan.htm
11. Transit Implementation Plan
<https://www.kirklandwa.gov/Assets/Public+Works/Public+Works+PDFs/Transportation/Kirkland+Transit+Implementation+Plan+-+Final.pdf>
12. WSDOT <https://www.wsdot.wa.gov/Projects/I405/I405MasterPlan.htm>
13. King County Metro Transit <http://www.kcmetrovision.org/view-plan/>
14. Sound Transit ST3 <https://www.soundtransit.org/blog/platform/record-kirkland-bus-rapid-transit-stop-one-piece-integrated-system>, <https://www.kirklandwa.gov/AssetFactory.aspx?did=52097>

Budget

The budget for this project will not exceed \$450,000. Submittals should indicate a contingency within the project total that does not exceed the established budget.

RFQ Evaluation Components/Criteria

Submittal requirements

The following format and content shall be adhered to by each firm and presented in the following order:

- A. Executive Summary: An executive summary letter should include the key elements of the respondent's qualifications/proposal and an overview of the Consultant team. Indicate the address and telephone number of the respondent's office located nearest to Kirkland, Washington, and the office from which the project will be managed.
- B. Approach:
 1. Methodologies: This section should clearly describe the methodology or methodologies planned to be used to carry out the specific tasks in the Work Plan.
 2. Work Plan: Describe the sequential tasks to be used to accomplish this project. Indicate all key deliverables and their contents.
 3. Project Organization and Staffing: Describe the approach and methods for managing the project. Provide an organization chart showing all proposed team members. Describe the responsibilities of each person on the project team. Identify the Project Director and/or Manager and the key contact person for the City.

4. Qualifications: Include resumes of the project manager, each task manager and key team members. List the portion of the work to be subcontracted and information describing the qualifications and relative experience of any proposed subcontractors. Include a list of information required or tasks to be completed by City staff.
 5. Project Schedule: Provide a schedule for completing each task in the Scope of Work, including deadlines for preparing project deliverables. Demonstrate your team's ability to perform the work requested within an established budget and schedule.
- C. Related Experience: Describe recent, directly-related experience. Include the name of the client, description of the work done, address and telephone number, dates of the project and the name of the project director.

Include five references. For each reference indicate the reference's name, organization, title, complete mailing address and telephone number. The City reserves the right to contact any organizations or individuals listed. Please provide references that speak to the qualifications of the proposed project manager.

- D. Statement of Experience. The Consultant is required to provide evidence of experience in managing cross discipline projects, creating effective and dynamic public participation plans, professional document development, creating useful planning documents, editing and designing subarea and/or Master Plans, working with public agencies. The experience listed must be that which was performed by the Consultant's staff and /or team's staff that will be assigned to this project. The City will be focusing on the experience of the Lead Consultant/Project Manager who will be assigned to this project. The SOP shall also identify other projects the proposed Lead Consultant/Project Manager will be committed to during the same timeline.

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

Criteria

- Project Understanding and Approach
- Related Experience of Project Team
- Expertise of Project Manager and Key Staff
- Response of References
- Ability to Meet Time Schedule

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

Any firm failing to submit information in accordance with the procedures set forth in the RFQ may be subject to disqualification. The City reserves the right to change the solicitation schedule or issue amendments to the solicitation at any time. The City reserves the right, at its sole discretion, to waive immaterial irregularities contained in the solicitation. The City reserves the right to reject any and all

proposals at any time, without penalty. The City reserves the right to refrain from contracting with any respondent. Firms eliminated from further consideration will be notified by the City as soon as practical.

Submission Instructions

Proposals must be received by no later than 4:00 pm PDT on September 20, 2019. All proposals shall be submitted by email. Emailed proposals should include "Qualifications-Job #45-19-PB" in the subject line and be addressed to: purchasing@kirklandwa.gov . Emailed proposals must be in MS Word or PDF format and cannot exceed 20MB.

Submittal Deadlines

August 19, 2019: Release RFQ
August 30, 2019: Proponent questions due
September 6, 2019: Answers to RFQ questions posted on website
September 20, 2019: Proposals Due by 4:00 PM PDT

Dates below are tentative:

September 27, 2019: Notify proposers of interviews (if needed)
October 9, 2019: Interviews (if needed)
October 16, 2019: Notify selected proponent
October 30, 2019: Contract negotiation/preparation/signature
November 1, 2019: Start work date

Questions

Upon release of this RFQ, all Vendor communications concerning the RFQ should be directed to the City's RFQ Coordinator listed below via email. 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. Service Providers should rely only on written statements issued by the RFQ Coordinator. The City's RFQ Coordinator for this project is:

Name: Jeremy McMahan, Deputy Director of Planning and Building
Address: City of Kirkland, Planning and Building
123 5th Avenue, Kirkland, Washington 98033
E-mail: jmcmahan@kirklandwa.gov

Questions regarding the RFQ process are to be addressed to Greg Piland, Financial Operations Manager, at gpiland@kirklandwa.gov .

Contract

The Consultant and the City will execute a standard City of Kirkland Professional Services Agreement (Attachment A).

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.

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.



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 or 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:

By: _____

Date: _____

CITY OF KIRKLAND:

By: _____
Tracey Dunlap, Deputy City Manager

Date: _____