



# **City of Kirkland**

## **Request for Qualifications**

### **HOUGHTON VILLAGE DEVELOPMENT PLAN**

**JOB NUMBER# 07-24-PB**

**Issue Date: February 16, 2024**

**Due Date: March 15, 2024 @ 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 ("City"), for:

### **Houghton Village Development Plan** **Job Number 07-24-PB**

File with Purchasing Agent, Finance and Administration Department, 123 5th Ave, Kirkland WA, 98033  
Qualifications received later than **4:00 p.m. on March 15, 2024** may not be considered by the City in its sole discretion.

A copy of this Request for Qualifications (RFQ) may be obtained from City's website at <http://www.kirklandwa.gov>. Click on the Business tab at the top of the page and then click on "Doing Business with the City" and look under the "Opportunities" tab.

Because qualifications submitted in response to this RFQ may include the anticipated provision of architectural and/or engineering services, this RFQ is issued consistent with the general requirements of chapter 39.80 RCW. Please note however that the City is seeking specific qualifications ("qualifications") related to a Houghton Village Development Plan described in more detail below.

The City 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 proposers in the preparation and submission of a qualifications. 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 qualifications 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 is committed to helping 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 Consultant 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 February 16, 2024.**

Jay Gewin  
Purchasing Agent  
City of Kirkland  
[purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov)

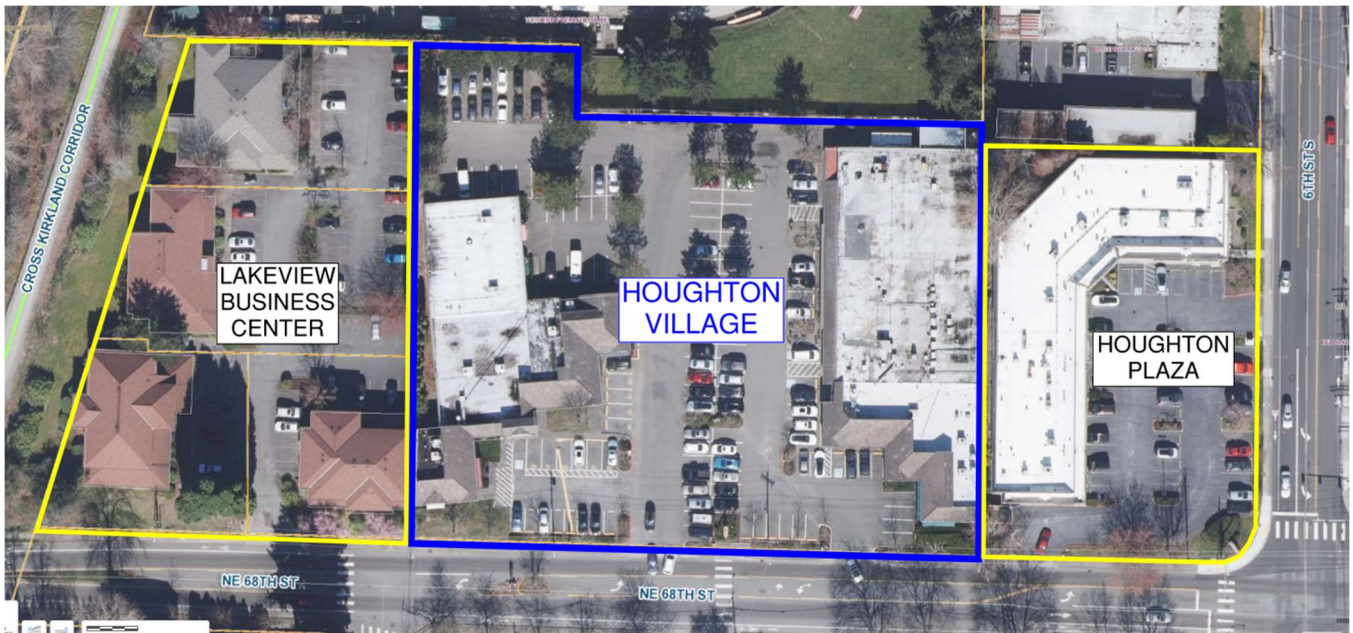
**Published in the Daily Journal of Commerce on February 16th and February 23<sup>rd</sup>, 2024**

## I. Introduction

The City of Kirkland, Washington (City) is soliciting qualifications from multi-disciplinary design firm(s) (Consultant) interested in design of a Development (previously referred to as a “Master”) Plan for the Houghton Village parcel and adjacent parcels (collectively, the “property”). The City no longer uses the term “Master” in its planning and other documents. The area for the Houghton Village Development Plan (“Development Plan”) is illustrated on the map below. The Development Plan should focus on near-term redevelopment of the Houghton Village parcel (owned by the City) and be inclusive of the Lakeview Business Center and Houghton Plaza parcels (privately owned) to develop a cohesive plan for future redevelopment when/if initiated by their respective owners. A phasing plan to facilitate redevelopment of the City’s Houghton Village parcel ahead, and independent, of adjacent parcels should be included in the Development Plan.

In general, the Consultant should include team members who are experts in urban design/architecture and land use planning, with resources available in project management, housing, transportation and mobility, economic development, and sustainability.

The final product will be a Development Plan for the property, presented for adoption by the Kirkland City Council (“Council”). To be responsive to ongoing community input and Council direction, the design process should include a series of options for consideration (e.g., visual massing studies, innovative options for public space provision and commercial or retail spaces) prior to the final plan. The Consultant will support the City in community engagement, including highly engaging activities such as a design charette, story maps, and surveys.



## II. Project Description

The City has purchased the Houghton Village Shopping Center to support a variety of potential public purposes, such as affordable housing, school space, non-profit program space, arts and cultural space, and City recreational program space. The City is seeking support from a design professional to create options for a Development Plan that can best achieve these public benefits and also create a thriving, walkable, sustainable mixed-use development.

This project will be guided by Comprehensive Plan Goals and Policies in the Everest Neighborhood Plan<sup>1</sup>, and the Development Plan will need to complete high-level site planning for the property, evaluate how to design development to prioritize bikes and pedestrians and leverage nearby transit, identify consistency with adopted functional plan policies and/or projects, accommodate potential redevelopment of adjacent parcels, and establish design and use parameters to guide future architectural plans and development for the property. The Consultant will ultimately be responsible for designing a Development Plan that addresses at least the following thematic issues:

- Preserve and enhance neighborhood-serving retail, especially grocery stores;
- Promote a mix of complementary uses;
- Promote high quality design by establishing building, site, and pedestrian design standards and guidelines;
- Foster walkable neighborhoods and increased transit service;
- Integrate affordable housing; and
- Create gathering places and opportunities for social interaction.

Specifically, per Policy EV-10 of the Everest Neighborhood Plan, the Development Plan should include:

- Provision for traffic mitigation as recommended in the 6th Street Corridor Transportation Study<sup>2</sup>;
- Consolidation of the property on the northwest corner of NE 68th Street and 6th Street South and property or properties west of the corner property;
- Compliance with the principles outlined above for development in this commercial area; and,
- A circulation plan and a driveway consolidation plan for the portion of the Houghton/Everest Neighborhood Center north of NE 68th Street.

Robust public involvement is paramount in developing the Development 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 property. The public involvement plan should be engaging and inclusive, and aligned with the City's Diversity, Equity, Inclusion, and Belonging principles and goals<sup>3</sup>.

### Project Goals and Objectives

The goals of this planning effort are to establish parameters for future redevelopment of the property to provide a community-focused and vibrant center in the southern portion of the City.

The objectives for this planning and design process are to:

- Engage stakeholders and the larger community in a planning process that achieves broad public support.

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<sup>1</sup> <https://www.codepublishing.com/WA/Kirkland/?KirklandCP15E/KirklandCP15E.html>

<sup>2</sup> <https://www.kirklandwa.gov/files/sharedassets/public/v/2/public-works/6th-street-corridor-study-report.pdf>

<sup>3</sup> <https://www.kirklandwa.gov/files/sharedassets/public/v/1/city-managers-office/roadmap-at-a-glance.pdf>

- Maximize immediate land use opportunities presented by the City-owned Houghton Village parcel, and the long-term opportunities presented by the adjacent parcels, including a mix of affordable housing and community-oriented uses.
- Maximize pedestrian and bicycle access between the parcel and nearby schools and the Cross Kirkland Corridor, and 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 property development, adjacent properties, and nearby uses.
- Maximize opportunities for housing for a range of income levels, focusing on workforce housing.
- Create a sustainable project that supports the City's Sustainability Strategic Plan (formerly known as the Sustainability Master Plan).
- Create community-oriented space for non-profit, cultural and arts organizations.

### Project Background

The Houghton Village Shopping Center, located at 10702 NE 68th Street in Kirkland, offers the City a strategic opportunity to accomplish multiple important community benefits all within a walkable ten-minute neighborhood with frequent transit service. This City-owned parcel is one of three parcels that will be considered in the Development Plan.

The need for affordable housing, school capacity, and non-profit space has long been known in Kirkland. The community needs and benefits analysis performed for the NE 85th Station Area Plan<sup>4</sup> affirmed how critical it is to address these needs. Redeveloping Houghton Village to accomplish these public benefits is an exciting opportunity for the community.

The Houghton Village property is currently under-developed. Existing zoning regulations for the site already allow for more intensive development than exists today. The Council is considering the creation of a development plan as allowed by the current zoning to create a five-story mixed use building to accomplish public purposes. Redeveloping the property provides an opportunity to increase the number of retail shops and jobs in this location and provide housing on-site. A redevelopment will enhance the vibrancy of the community by providing a mixture of options to live and work near neighborhood businesses and services. Potential benefits of redeveloping the site include, but are not limited to, affordable housing, school capacity, non-profit program space, arts and cultural space, and City recreational program space.

### **III. Consultant Tasks**

The following are the key Consultant tasks that the City believes will be essential to completing the Development 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
- Kick-off meeting with Consultant and City teams

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<sup>4</sup> [www.kirklandwa.gov/stationareaplan](http://www.kirklandwa.gov/stationareaplan)

- Management team meetings
- Meeting summaries
- Work plan development
- Schedule management
- Document management
- Budget management
- Management of any 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 a high-quality Development Plan 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 Development 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 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:

- Prepare informational mailing and/or other notifications to stakeholders and interest groups;
- Assist with creation of project informational media (produced and aired by the City);
- Develop ongoing web content for a City-hosted project webpage; and
- Incorporate "design in public" techniques and tools such as integrating visualization software, architectural/landscape design charrettes, public forums into the outreach process\*.

\*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 build a 3D base model of the property using the City's existing GIS ground plane, and lidar data (to develop buildings and vegetation) and employ 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 Development 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 3-5 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 property (generally 1/2 mile) the Consultant will review existing land uses, environmental resources, property development and ownership patterns, transportation facilities, existing housing composition, and educational and institutional campuses. Based on this information, the Consultant will prepare a concise report outlining opportunities and challenges in developing the Development Plan. The report should include consideration of existing City documents (see Related Information section in this RFQ), be graphically-oriented and help give Council 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 community to frame options.

#### Deliverables:

The Consultant will provide a challenges/opportunities summary that will help guide the planning process. The Consultant is expected to complete this within two months of a Notice to Proceed.

### 4. Market Analysis

The Consultant will conduct market research, including information on property values, existing tax revenues, analysis of how much affordable housing can be supported by future redevelopment, 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 and strategies that the City could use to achieve desired redevelopment of Houghton Village. The Consultant will be responsible for presenting framework options for the feasibility of redevelopment; providing options for varying compositions of uses of the property, with a focus on the Houghton Village parcel. Recommendations, which should be incorporated into final options for the Development Plan, will promote market feasibility, maximize affordable housing options, and enable neighborhood-focused commercial and/or service to thrive.

#### Deliverables:

Prepare a concise memo that addresses the economic development issues noted above. Include information about emerging market conditions and feasibility for redevelopment aligned with the objectives of redevelopment of Houghton Village.

### 5. Houghton Village Development Plan Components

Following are a list of key topics that should be addressed in the Development Plan. While the analyses of these key topics can be prepared as stand-alone reports for City staff and Council consideration, key recommendations should ultimately be integrated into the Development 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. Site Plan / Land Use

This task will include facilitating an iterative process to identify components of, and options for, a final site plan that future redevelopment will be required to comply with pending adoption of the Development Plan by the Council. The required components of the final Development Plan are not explicitly enumerated in the applicable Zoning Code, so the process should include initial conversations with City Staff and Council about what components and/or standards should be



memorialized in the adopted Plan, and what elements are recommended to be included as ranges or options to provide future flexibility for forthcoming full architectural and engineering design.

Deliverables:

The Consultant will prepare a final site plan for the property that includes building footprints, vehicular and active circulation, and the location(s) of publicly accessible open space. The final plan should be of a detail level that provides a range of potential housing units and commercial space that would be accommodated by the site plan and approximate massing in order to develop an anticipated range of vehicle trips associated with the property.

**B. Urban Design**

In collaboration with the community and City staff, the Consultant will creatively develop urban design scenarios that promote a sense of place and community. The ultimate Development Plan needs to include detailed consideration of how urban design can be used to promote a beautiful and functional environment, while connecting the property to existing transit, bike, and pedestrian routes. The final Plan should include design guidelines to promote high quality design in the private and publicly accessible realms. Urban design strategies should create a place that is meaningful in the context of the community as a whole. This work should help establish a sense of place and design themes that help distinguish future development on the Houghton Village property.

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. The final deliverable should include a design framework that provides high-level guidance on building massing and street presence.

**C. Transportation and Mobility**

The Consultant should evaluate how people will safely travel to, from, and through the property, including vehicle ingress/egress, but with a focus on people walking, biking, and riding transit. Use of curb space for public parking, ride share access, delivery loading/unloading, building access and other purposes should also be considered for the final plan. The plan should also explore options for future active transportation connections through the site and to the Cross Kirkland Corridor and nearby school(s).

The evaluation of the planned transportation improvements will include utilizing the completed 6<sup>th</sup> Street Corridor Study, recent transportation analyses for the City's periodic Comprehensive Plan Update, other planned transportation and mobility improvements in the vicinity of the property. This work should be informed by the approximate range of trips expected based on the site plan and urban design framework.

Deliverables: The Consultant will prepare a document identifying recommendations for linking the site to the surrounding transportation network, reducing vehicle trips, and promoting bike and pedestrian access. An assessment of current and future transportation conditions should also be included.

**D. Sustainability Framework**

The planning process should include identification of opportunities to promote sustainability throughout the property, with analysis as to the efficacy of a variety of strategies. The consultant should provide the City with innovative options for future development, that may be considered for



inclusion as performance standards in the final Development Plan. Strategies to be considered should include, but are not limited to, green roofs/walls, green infrastructure, stormwater treatment, functional landscaping (e.g. designed to provide meaningful canopy coverage, pollinator habitat), solar energy generation, and energy storage.

Deliverables: The consultant will prepare documentation that provides recommended sustainability implementation measures for the site, and helps Council and City staff understand the function and value, implementation considerations, and rough marginal cost for each recommended measure.

### **Preliminary Timeline/Schedule**

The Consultant should propose the timeframe for completing the Development Plan. The City's deadline for this project is Council adoption by Fall 2024. However, to accommodate early coordination, the Initial Opportunities and Challenges analysis must be completed within two months of a Notice to Proceed.

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

### **Related information:**

1. Future of Houghton Village  
<https://www.kirklandwa.gov/Government/City-Managers-Office/Future-of-the-Houghton-Village-Property>
2. City of Kirkland 2035 Comprehensive Plan, adopted 2015  
<https://www.codepublishing.com/WA/Kirkland/?KirklandCPNT.html>
3. Kirkland 2044 Comprehensive Plan Update (in progress)  
<https://www.kirklandwa.gov/Government/Departments/Planning-and-Building/Planning-Projects/Kirkland-2044-Comprehensive-Plan-Update>
4. Everest Neighborhood Plan, adopted 2021.  
<https://www.codepublishing.com/WA/Kirkland/?KirklandCP15E/KirklandCP15E.html>
5. Sustainability Master Plan  
<https://www.kirklandwa.gov/files/sharedassets/public/v/1/public-works/recycling/sustainability/sustainability-master-plan-adopted-dec-2020.pdf>
6. Transportation Master Plan  
<https://www.kirklandwa.gov/Government/Departments/Public-Works-Department/Transportation/Plans-and-Studies-Transportation-Division/Transportation-Master-Plan>
7. Active Transportation Plan  
<https://www.kirklandwa.gov/Government/Departments/Public-Works-Department/Transportation/Plans-and-Studies-Transportation-Division/Active-Transportation-Plan>
8. 6<sup>th</sup> Street Corridor Study  
<https://www.kirklandwa.gov/files/sharedassets/public/v/2/public-works/6th-street-corridor-study-report.pdf>
9. Diversity, Equity, Inclusion, and Belonging 5-Year Roadmap  
[https://www.kirklandwa.gov/files/sharedassets/public/v/1/city-managers-office/roadmap-as-adopted\\_1.pdf](https://www.kirklandwa.gov/files/sharedassets/public/v/1/city-managers-office/roadmap-as-adopted_1.pdf)

### **Budget**

The budget for this project will not exceed \$150,000-\$200,000. Submittals should indicate a contingency within the project total that does not exceed the established budget.

### **Contract Requirements and Fees**

If your qualifications are accepted, the following fees and requirements will be due upon award, prior to issuance of a contract:

#### **1. Compliance with Law/City of Kirkland Business License**

- Contractor must obtain and provide a copy of a City of Kirkland Business License and otherwise comply with Kirkland Municipal Code Chapter 7.02.
- The Contractor shall comply with all applicable State, Federal and City laws, ordinances, regulations, and codes.

#### **2. Insurance**

- Contractor's insurance should be consistent with the requirements found in the sample agreement shown as Attachment A.

### **RFQ Evaluation Components/Criteria**

#### **Submittal requirements**

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

- A. Executive Summary: An executive summary letter should include the key elements of the respondent's qualifications 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. Note: Resumes do not count toward the maximum page total.
  5. Project Schedule: Provide a schedule for completing each task in the Scope of Work, including deadlines for preparing project deliverables. Demonstrate your team's ability to perform the work requested within an established budget and schedule.

- 6. Cost: Provide a detailed estimate of cost and billing rationale preferably by task/staff person and within allocated budget.
- 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 Statement of Experience 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 evaluate the written qualifications based on the following criteria:

Project Understanding and Approach	10
Related Experience of Project Team	20
Expertise of Project Manager and Key Staff	20
Scope of Work Approach	30
<u>Ability to Meet Time Schedule</u>	<u>20</u>
Total	100

The qualifications will be the basis from which interested firms may be selected for in-person interviews. Following the City staff evaluation of the qualifications 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 contract negotiations for an agreement with the selected firm. If the City cannot agree on a contract with the highest ranked firm, contract negotiations will begin with the next highest ranked firm, and so forth.

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 irregularities contained in the solicitation. The City reserves the right to reject any and all qualifications at any time, without penalty. The City reserves the right to refrain from contracting with any proposer. Proposers eliminated from further consideration will be notified by the City as soon as practical.

**Submittal Instructions**

Please note: The following general requirements are mandatory for all qualifications. Qualifications submitted after the deadline date and time or lacking one or more of the following requirements will not be accepted.

1. **Qualifications must be submitted by e-mail and be received no later than 4:00 pm PST on March 15, 2024.**
2. E-mailed qualifications should include “Houghton Village Development Plan – Job# 07-24-PB” in the subject line and be addressed to [purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov) .
3. Qualifications shall not exceed 20 pages, including cover page and appendices.
4. All qualifications sent electronically must be in the form of a PDF or MS Word document and cannot exceed 20MB.
5. All qualifications must include the legal name of the organization, firm, individual or partnership submitting the RFP. Include the address of the principal place of business, mailing address, phone numbers, emails, fax number (if one exists) and primary contact person.
6. To be evaluated, qualifications must address all requirements and instructions contained within.
7. Provide all references and materials required by the RFP instructions within.

**Submittal Deadlines**

February 16, 2024: Release RFQ  
February 27, 2024: Proposer questions due  
March 5, 2024: Answers to RFQ questions posted on website  
March 15, 2024: Qualifications Due by 4:00 PM PDT

*Dates below are tentative:*

March 25, 2024: Notify proposers of interviews  
April 4-5, 2024: In-person Interviews  
April 12, 2024: Notify highest rated proposer  
April 15, 2024: Contract negotiation/preparation/signature  
April 29, 2024: 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: Allison Zike, Deputy Planning & Building Director  
Address: City of Kirkland, Planning and Building  
123 5th Avenue, Kirkland, Washington 98033  
E-mail: [azike@kirklandwa.gov](mailto:azike@kirklandwa.gov)

Questions regarding the RFQ process are to be addressed to Jay Gewin, Purchasing Agent, at [purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov). All questions should be submitted before 5:00 PM on February 27, 2024.

### **Contract**

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

### **Terms and Conditions**

- A. The City reserves the right to reject any and all qualifications, and to waive minor irregularities in any proposal.
- B. Qualifications responding to this RFQ must follow the procedures and requirements stated in the RFQ document. Adherence to the procedures and requirements of this RFQ will ensure a fair and objective analysis of your proposal. Failure to comply with or complete any part of this RFQ may result in rejection of your proposal.
- C. The City reserves the right to request clarification of information submitted, and to request additional information on any proposal.
- D. The City reserves the right to award any contract to the next most qualified agency, if the successful agency does not execute a contract within 30 days of being notified of selection.
- E. Any qualifications may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of one hundred and twenty (120) days to sell to the City the services described in the attached specifications, or until one or more of the proposals have been approved by the City administration, whichever occurs first.
- F. The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City and shall reflect the specifications in this RFQ. A copy of the City's standard Professional Services Agreement is available for review (see attachment A). The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFQ and which is not approved by the City Attorney's office.
- G. The City shall not be responsible for any costs incurred by the agency in preparing, submitting or presenting its response to the RFQ.
- H. Any material submitted by a some submitting a qualifications shall become the property of the City. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract.
- I. The City reserves the right not to award any portion or all of the project if it finds that none of the proposals submitted meets the specific needs of the project. The City reserves the right to modify the scope of work and award portions of this RFQ to the selected vendor. The City reserves the right to award this work to multiple vendors if the scope of work would be best completed by multiple vendors and their associated experience.

### **Cooperative Purchasing**

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

### **Public Disclosure**

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

### **DBE Participation**

The City encourages DBE firms to submit qualifications and encourages all firms to team with DBE firms in their pursuit of this project.

### **Federal Debarment**

The Bidder shall not currently be debarred or suspended by the Federal government. The Bidder shall not be listed as having an "active exclusion" on the U.S. government's "System for Award Management" database ( [www.sam.gov](http://www.sam.gov) ).



**PROFESSIONAL SERVICES AGREEMENT  
PSA 6/30/2020**

**ATTACHMENT A**

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

In consideration of the mutual benefits and conditions set forth below, the parties agree 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 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 or suspend 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.
- D. The Consultant at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the Consultant under this Agreement and any information relating to personal, medical, and financial data will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, Chapter 42.56 RCW

The Consultant shall at any time during normal business hours and as often as the City may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Consultant's activities. The City may, at its discretion, conduct an audit, at its expense, using its own or outside auditors, of the Consultant's activities which relate, directly or indirectly, to the Agreement.

Consultant will provide all original operation and maintenance manuals, along with all warranties, from the manufacturer for any equipment or items installed or supplied to the City has part of this contracted project.

The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

**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 Contractor 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 in connection with performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the

Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**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 agreement, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the agreement 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 agreement 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.

**XVI. NON-ENDORSEMENT**

As a result of the selection of a consultant to supply services to the City, the consultant agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

**XVII. NON-COLLUSION**

By signature below, the Consultant acknowledges that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation or submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Agreement.

**XVIII. WAIVER**

Waiver by the City of any breach of any term or condition of this Agreement shall not be construed as a waiver of any other breach.

**XIX. ASSIGNMENT AND SUBCONTRACT**

The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

**XX. DEBARMENT**

Recipient 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.

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

CONSULTANT:

CITY OF KIRKLAND:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_  
(Type City Staff Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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