



City of Mercer Island  
Parks Planning and Public Engagement Services  
Request for Qualifications (RFQ), No. 22-26

**Date of Release:** October 6, 2022

**RFQ Submittal Due:** October 20, at 10am PST

**Contact:** Sarah Bluvas, CIP Project Manager | [sarah.bluvas@mercerisland.gov](mailto:sarah.bluvas@mercerisland.gov)

## INTRODUCTION

The City of Mercer Island (“City”) requests submittals from qualified firms to provide planning and public engagement services for parks projects prioritized in the City’s [2022 Parks Recreation and Open Space Plan](#) (“PROS Plan”) and the draft six-year Capital Improvement Program (“CIP”).

Successful applicants will specialize in general parks & recreation facilities design, engineering, and/or construction; general parks system master planning; master planning for waterfront parks & recreation areas; public outreach and engagement; or other disciplines relevant to planning and public engagement for parks projects. Through this process, the City aims to either identify a single, full-service firm that will undertake all projects outlined in this RFQ; multiple firms to combine and undertake projects that most align with their area(s) of expertise; a single firm to lead a cohesive public engagement strategy across all projects; or some combination thereof that would successfully enable the City to efficiently and equitably complete two planning projects for three parks in 2023.

## BACKGROUND

The City of Mercer Island is located on an island of the same name in Lake Washington and consists of high-quality residential areas, conserved open space, parks, and miles of shoreline. Mercer Island, which was formerly part of East Seattle, was incorporated in 1960 and has a population of just over 25,000. Most of Mercer Island’s 6.2 square miles of land area (five miles long and two miles wide) is developed with single family homes. The Town Center and two other commercial areas serve the Island and provide a range of business and service opportunities for the community.

Mercer Island features 481 acres of park and open space, including neighborhood parks and trails, and larger recreational areas with a regional draw, such as Luther Burbank Park and Aubrey Davis Park. The parks system is also home to amenities such as athletic fields and courts, playgrounds, picnic shelters, a Community and Events Center, public art, and much more. In March 2022, the Mercer Island City Council adopted the updated [PROS Plan](#) and will approve the 2023-2028 CIP this winter as part of the upcoming biennial budget process.

# SCOPE OF WORK

## Project Opportunities

Projects identified in the draft 2023-2028 parks CIP will benefit from streamlined planning and public engagement efforts, both to identify efficiencies for future construction needs and to avoid the “town hall fatigue” that often results from running many concurrent planning processes. This section details the projects being considered for a combined approach under this solicitation.

### [Mercerdale Park Master Plan](#)

Project Budget: \$200,000  
Target Completion Date: Q4 2023

[Mercerdale Park](#) is one of two parks that bookends Mercer Island’s Town Center (downtown core). Mercerdale features trails, open space, picnic areas, a native plant garden, and amenities such as a skate park, a newly replaced playground, and public art. Three other publicly owned facilities also surround the park: the Mercer Island Thrift Shop, which raises funds for Mercer Island Youth and Family Services; the Recycling Center, a student-initiated project that opened in 1975 but has been closed since 2010; and Bicentennial Park, a small park with a connection to the Mercerdale Hillside Trail. Mercerdale Park was built out in the 2000s prior to current Town Center development, and previous master planning from that time has been implemented. As Town Center continues to grow, the City’s policymakers require a new master plan to guide future needs and priorities for the park and surrounding facilities. A major sewer line that traverses the park is scheduled for upsizing in the near term. To the extent that funding is available, master plan improvements would be coordinated with sewer construction following the completion of the master plan.

### [Clarke Beach and Groveland Beach Parks Joint Master Plan](#)

Project Budget: \$300,000  
Target Completion Date: Q4 2023

Tucked into two Island neighborhoods, [Clarke](#) and [Groveland](#) Beaches are much-loved public waterfront parks on the Island. Docks and waterfront infrastructure are aging at both sites. Moreover, planning for beach sites and shoreline areas requires technical expertise to successfully navigate a complex regulatory environment. The City seeks to conduct a joint master planning effort to establish a long-term vision for the parks, address infrastructure issues, and realize efficiencies in the process.

*Scope of Work details continue on the next page.*

## Public Engagement Needs

The Mercer Island community is highly active in and passionate about its parks system, and the projects included in this solicitation will require varying degrees of public input and collaboration. To gather broad community participation and also avoid “town hall fatigue,” the City is very interested in conducting a comprehensive public participation process that covers both master planning processes identified in this solicitation. Successful firms will be able to lead a robust and innovative public engagement strategy that fits the community’s needs and demographics as well as the unique goals of each project. Firms should demonstrate how they:

- Ensure broad participation by residents, individual user groups, and other constituents;
- Provide well-organized and directed activities, techniques, and formats that create a positive, open, and proactive public participation process;
- Facilitate engagement activities, such as community open houses, webinars, and focus groups;
- Develop and manage online public involvement tools and data collection, including statistically valid survey(s) (where appropriate);
- Craft clear, concise, and compelling written communications, including project messaging, collateral, and summary reports; and
- Collaborate effectively and efficiently with City staff, elected officials, boards & commissions, other project consultants, etc.

## Interest in Arts Integration

Future capital projects identified during this planning process may include 1% for Art in Public Places Fund contributions, and resulting master plans will benefit from early exploration of public art and placemaking opportunities at each site. Additionally, the City recognizes the benefits of using arts-based public participation strategies to engage more constituents in parks planning needs. While not required, the City is interested in working with firms that demonstrate willingness and/or experience in including an artist or artists on the project team.

## SUBMITTAL DETAILS

### Submittal Requirements

The City anticipates receiving submittals from firms qualified to focus on one or more projects outlined in this solicitation. Interested firms should choose an approach that best aligns with their areas of expertise; a firm should not submit for any project they feel does not match their qualifications and capacity. Please include the following in your submittal:

**Cover Letter/Statement of Interest:** Describe your interest in facilitating one or more of the projects outlined in this solicitation.

**Project Team:** Provide a brief description of the individuals on the consultant team, including their relevant experience and qualifications. Additionally, please provide information demonstrating the organizational structure of your team, who will be the principal project manager throughout the process, reporting relationships between members, and the physical location of the offices from which the work will be performed. The team may consist of multiple firms with focused areas of expertise. The City welcomes teams experienced at integrating arts into the planning process and/or who include an artist or artists.

**Project Experience:** Please provide the following information for three (3) relevant projects managed by the proposed project manager within the last five (5) years:

- Description of project, location, and status;
- Project results and challenges;
- Description of professional services provided by the consultant team;
- Initial project budget, final cost, and end date (if applicable); and
- Primary client contact for the project (name, title, address, phone number, and email).

**Work Samples:** Please include two (2) of the following work products from previous projects:

- Charts, illustrations, diagrams, or other visuals (including supporting text) intended for a general public audience; and
- Summary report of public meeting, survey results, or other outcomes deliverable.

These work samples will not count toward the page count.

**Project Understanding, Approach, and Schedule:** Describe your team's approach to meeting the City's needs and how the proposed team will work with City staff to complete project(s). Qualified firms should demonstrate knowledge and understanding of:

- Best practices for project-specific planning and design (e.g. dock and shoreline design, downtown park development, etc.) depending on the project(s) for which the firm submits;
- Green building or other sustainable approaches to incorporate into the project(s);
- Possible efficiencies that can be achieved in planning processes by combining projects under one process; and
- Relevant mechanisms for engaging the community in the planning process.

Include a high-level timeline that identifies major proposed tasks and products, including how frequently check-in meetings will occur, and when deliverables will be provided. The City requires at least 72 hours for document review.

**References:** Provide three (3) references from clients for whom your firm has performed similar work within the last five (5) years. Include contact name, current phone number, and current e-mail address for all references.

**Disclosure of Conflict of Interest:** Disclose any potential conflict of interest due to any other clients, contracts, or property interests regarding private development of any property within the City of Mercer Island.

## Submittal Format & Deadline

- Send PDF submittals electronically to [publicworks@mercergov.org](mailto:publicworks@mercergov.org) no later than **10am on Thursday, October 20, 2022**.
- All submittals shall be clearly titled: **RFQ 22-26 Parks Planning and Public Engagement Services**.
- Please limit submittals to **10 pages** using at least 10pt font (not including cover letter/statement of interest, project team resumes, or work samples).
- Upon receipt of each submittal, the City will provide the firm with an acknowledgment of receipt. All proposals received will become the property of the City and will not be returned.
- **Rights reserved by the City:** The City reserves the right to reject any or all responses received for this solicitation; extend the submission due date; modify, amend, reissue, or rewrite this solicitation; and procure any or all services by other means.
- Direct all submittal questions to Sarah Bluvas, CIP Project Manager, [sarah.bluvas@mercerisland.gov](mailto:sarah.bluvas@mercerisland.gov), no later than **5pm on Friday, October 14, 2022**. It is the obligation and responsibility of the submitter to learn of addendums, responses, or notices issued by the City relative to this RFQ. These will be posted on the City website at [www.mercerisland.gov/rfps](http://www.mercerisland.gov/rfps).

## Conditions of Submittal

**Costs for Development of Submittals:** All costs for developing submittals in response to this RFQ are the obligation of the consultant and are not chargeable to the City. All submittals will become property of the City and will not be returned. Submittals may be withdrawn at any time prior to the published close date, provided notification is received in writing to the Project Manager listed on this RFQ. Submittals cannot be withdrawn after the published close date.

**Agreement Form:** The agreement form to be used will be the City's standard professional services agreement (PSA), which is provided as Attachment 1. Consultants that submit qualifications are expected to meet the terms contained in the PSA.

**Americans with Disabilities Act (ADA) Information:** This material can be made available in an alternate format by calling 206-275-7833.

**Non-Discrimination:** The City of Mercer Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

# SELECTION PROCESS

The City anticipates using the following general timeline for evaluating submittals and initiating contract(s) in response to this solicitation.

Milestone	Date
RFQ release	October 6
Deadline for questions	October 14, 5pm PST
City response to questions	October 17
Submittals due	October 20, 2022, at 10am PST
Evaluation period**	October-November 2022
Contract(s) awarded	December 2022

Target project kick-off January 2023 (TBC)  
 \*\*The evaluation period may include developing and notifying a short-list of firms, interviewing selected firms, checking references, and/or other activities the City deems necessary to successfully complete this process.

## Evaluation Criteria

Submittals will be evaluated using the following criteria:

**Project Understanding and Methodology:** The submittal demonstrates thorough understanding of the project(s); how the team plans to address the needs of the City; and the team’s unique qualities as they relate to the project(s). It demonstrates the ability to engage the City and the project stakeholders in an open public process; and a sound approach that will meet the Proposed Timeline. [30 points]

**Project Team Qualifications and Experience:** The submittal provides a complete and comprehensive organizational chart or similar explanation of team members’ roles and responsibilities, including a summary of each firm on the team, office locations, number of staff, and area(s) of expertise. It demonstrates the team’s strengths and unique qualities as well as that the team design meets the needs of the project(s). [25 points]

**Relevant Project Experience:** The submittal demonstrates relevant and successful experience with similar parks CIP planning, design, and/or public engagement projects. [20 points]

**Project Schedule/Deadlines:** Demonstrate the ability of the team to meet the proposed project schedule(s), including assigned staff availability. [20 points]

**Organization and Clarity of Proposal:** The submittal clearly and effectively outlines the project team’s qualifications and ability to successfully meet the needs of the City and the project(s) as well as contains all requirements outlined in this RFP. Documents should include minimal typos, be organized coherently, and demonstrate the project team’s ability to communicate complex information to a variety of audiences. [5 points]

## Additional Details

- All responses to this request will be screened for eligibility. As time permits, a selection panel will review responses, according to the criteria listed above, and may conduct reference checks as part of the process. If there is insufficient information, the City reserves the right to request additional information and to interview firms to discuss their qualifications.
- This solicitation does not obligate the City to award a contract to any respondent. The final selection is the sole decision of the City, and the respondents to this formal request have no

guaranteed appeal rights or procedures. At its option, the City reserves the right to waive as informality any irregularities in proposals and/or to reject any or all proposals.

- It is anticipated that a firm or firms will be selected from this process and a contract or contracts will be negotiated. If the City selects a firm to provide design services, the successful firm shall be issued a written a Notice of Selection.

## **ATTACHMENTS**

- Attachment 1: Sample City of Mercer Island Agreement for Professional Services

**Attachment 1**



**AGREEMENT FOR PROFESSIONAL SERVICES**

CITY OF MERCER ISLAND, WASHINGTON  
 9611 SE 36th Street, Mercer Island, WA 98040

***Title:***

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) dated          is effective on the date the Agreement is fully executed by the Parties. The Parties to this Agreement are the CITY OF MERCER ISLAND, a Washington municipal corporation (“City”) and          , a          , a          choose type of person or entity (“Consultant”).

**I. SERVICES BY CONSULTANT**

Consultant shall perform the services described in the scope of work attached hereto as Exhibit “A”, (“Services”), in a manner consistent with the accepted practices for other similar services, performed to the City’s satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or his/her designee.

**II. PAYMENT**

- A. City shall pay Consultant for the Services: (check one)
  - Hourly:** \$          per hour, plus actual expenses, but not more than a total of \$
  - Fixed Sum:** not to exceed \$
  - Other:** .
- B. Consultant shall maintain time and expense records and provide them to the City monthly, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.
- C. All invoices shall be paid by mailing a City warrant within 45 days of receipt of a proper invoice.
- D. Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representative for three (3) years after final payment. Copies shall be made available on request.
- E. If the Services do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. City may withhold payment for such Services until the work meets the requirements of the Agreement.



### **III. NON-DISCRIMINATION AND COMPLIANCE WITH LAWS**

- A. Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.
- B. Consultant shall comply with and perform the Services in compliance with all federal, state and local laws and ordinances, as now existing or hereafter adopted or amended.
- C. Violation of this Paragraph III shall be a material breach of this Agreement and may result in ineligibility for further work for the City.

### **IV. TERM AND TERMINATION OF AGREEMENT**

- A. This Agreement shall commence on the effective date of this Agreement and shall remain in effect until completion of the Services and final payment, but in any event, no later than (“Term”).
- B. This Agreement may be terminated immediately by the City with or without cause. The Consultant may terminate this Agreement upon thirty days written notice, in which event all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City, and Consultant shall be entitled to just and equitable compensation at the rate set forth in Paragraph II for any satisfactory work completed prior to the date of termination.

### **V. OWNERSHIP OF WORK PRODUCT**

All data, materials, reports, memoranda and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. Consultant shall not be held liable for reuse of documents or modifications thereof by City or its representatives for any purpose other than the intent of this Agreement.

### **VI. GENERAL ADMINISTRATION AND MANAGEMENT**

The \_\_\_\_\_ of the City of Mercer Island, or his/her designee, shall be City’s representative and shall oversee and approve all Services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

### **VII. HOLD HARMLESS**

- A. Consultant shall protect, indemnify and save harmless the City, its officers, elected officials, agents, volunteers and employees from any and all costs, claims, judgments or awards of damages (including costs and attorney fees), arising out of or in any way resulting from the acts, errors or omissions of Consultant, its officers, employees and agents in performing this Agreement. However, 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 Consultant and the Public Entity, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. Consultant waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated by the parties. Consultant's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs.

The provisions of this Section shall survive the expiration or termination of this Agreement.

### **VIII. INSURANCE**

- A. Consultant agrees to carry as a minimum, the following insurance, in such form and with such carriers who have a current A.M. Best rating of not less than A:VII or other industry rating which is satisfactory to the City:
- (1) Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Washington;
  - (2) Commercial general liability insurance shall be at least as broad as Insurance Services Office (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 endorsement form CG 20 26. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
  - (3) Automobile liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01. If necessary, the policy shall be endorsed to provide contractual liability coverage, with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
  - (4) Professional liability insurance appropriate to the Consultant's profession with limits of no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.
- B. The insurance policies for Commercial General Liability and Automobile Liability shall contain the following endorsements or provisions:
- (1) The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance 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 with written notice of any policy cancellation within two business days of the Consultant's receipt of such notice. Consultant shall

furnish the City with original certificates and a copy of the amendatory endorsements, including without limitation the additional insured endorsement evidencing the insurance requirement of the Consultant before commencement of the Services. Consultant's failure to maintain such insurance policies as required shall constitute a material breach of this 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.

C. 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.

D. The Consultant's maintenance of insurance as required by this 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 in law or in equity.

#### **IX. SUBLETTING OR ASSIGNING CONTRACT**

Neither City nor Consultant shall assign, transfer, or encumber any rights, duties or interests accruing from this Agreement without the express prior written consent of the other party.

#### **X. FUTURE SUPPORT**

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

#### **XI. INDEPENDENT CONTRACTOR**

Consultant is and shall be at all times during the term of this Agreement an Independent Contractor and the City shall be neither liable nor obligated to pay Consultant sick leave, vacation pay, or any other benefit of employment nor to pay any social security or other tax which may arise as an incident of employment. The Consultant shall pay all income and other taxes as due.

#### **XII. NON-APPLICATION OF FUNDS**

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Services or amounts after the end of the current fiscal periods, and this Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

**XIII. GENERAL PROVISIONS**

This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. No provision of the Agreement may be amended or modified except by written agreement signed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorney fees, costs and expenses. The venue for any dispute related to this Agreement shall be King County, Washington. Failure of the City to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. In the event of a conflict between Exhibit A, Scope of Services, and this Agreement, this Agreement shall be controlling. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

IN WITNESS WHEREOF, the parties have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CONSULTANT:**

**CITY:**

**CITY OF MERCER ISLAND**

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

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

Name:  
Title:

Jessi Bon, City Manager  
9611 SE 36th Street  
Mercer Island, WA 98040

Tax ID No. \_\_\_\_\_

Staff name Sarah Bluvas  
Staff phone # 206.275.7864

Address:

Approved as to form:

Phone:

By: \_\_\_\_\_  
Bio Park, City Attorney