



City of Mercer Island
Island Crest Way Corridor Improvements Analysis and Design
Request for Qualifications (RFQ), No. 22-38

Date of Release: November 29, 2022

RFQ Submittal Due: December 20, 2022, at 2 pm PST

Contact: Lia Klein, Transportation Engineer | lia.klein@mercerisland.gov

INTRODUCTION

The City of Mercer Island, Washington is seeking a qualified firm to complete a multi-faceted transportation corridor analysis and design along a section of Island Crest Way.

The ideal firm will have extensive experience in the development and implementation of roadway, pedestrian, bicycle, and illumination design and the ability to clearly communicate design concepts to local government staff and elected officials.

PROJECT OVERVIEW

The one-mile section of Island Crest Way from 90th Avenue SE to SE 68th Street (refer to Attachment A) is a major commuter corridor and a pedestrian and bicycle hub, connecting residents to schools, parks, commercial centers, and Interstate 90. The Island Crest Way Corridor Improvements Project aims to address identified safety and mobility concerns for all users, with a focus on bicycle/pedestrian facilities, illumination, and traffic operations. The analysis will include the following components:

- Corridor Tree Condition Assessment
- Shared-Use Path Pre-Design
- Illumination Study & Conceptual Design
- Crosswalk Improvements Design
- Intersection Design Feasibility Study & Conceptual Design

BACKGROUND

Island Crest Way is a secondary arterial street running down the north-south spine of Mercer Island, a main route for many residents. The roadway characteristics vary throughout the length of the Island, from 35 mph 3-lane segments to narrow 25mph 2-lane segments. In 2012, a road diet was implemented on the segment of Island Crest Way from Merrimount Drive to SE 53rd Place.

The segment of Island Crest Way included in the analysis includes routes to several public schools in the area, including Island Park Elementary School and Islander Middle School and a private high school (Northwest Yeshiva High School). Pick-up and drop-off operations at Island Park Elementary School are a major component of the operational function of Island Crest Way and impacts the flow of traffic during those operations. The City is committed to prioritizing the Safe Routes to School program by continuing to create safe ways for students to walk and bike to school.

A [Corridor Safety Analysis](#) was completed in 2022 which evaluated safety deficiencies, gathered community input, and identified short and long-term improvements to address corridor needs. The results of the safety analysis are the basis for the components of this proposed analysis and design project.

SCOPE OF WORK

Project Details

This preliminary scope of work is presented as a reference. The selected firm will work with the City to develop the final scope of work.

Depending on project costs and time constraints, one or more scope elements may be addressed more fully in future project updates. The City will rely on consultant expertise to help prioritize what elements are most important to address and in what order.

The City of Mercer Island (“City”) is requesting Statements of Qualifications (SOQs) from qualified engineering firms. The preliminary project scope of work includes multiple disciplines. The following elements are included:

- **Corridor Tree Condition Assessment**

Tree condition assessment conducted by a qualified arborist to determine existing health and long-term viability of existing trees along the shoulder and in the median. This will guide the design and usage of ROW space for the other project components.

- **Illumination Study & Conceptual Design**

Conduct a corridor-wide assessment of lighting needs to provide adequate illumination for both vehicles and pedestrians. Consultant will analyze existing lighting levels and work with the City to determine applicable light level standards to develop a conceptual illumination design for the corridor.

- **Crosswalk Improvements Design**

Design of crosswalk upgrades at four locations:

- Rapid Rectangular Flashing Beacon at Island Crest Way and SE 53rd Place
- Pedestrian Hybrid Beacon (PHB) at the Island Crest Elementary south driveway (currently a Rapid Rectangular Flashing Beacon)
- New pedestrian crossing at Island Crest Way and SE 62nd Street
- Rapid Rectangular Flashing Beacon at Island Crest Way and SE 63rd Street

- **Intersection Design Feasibility Study & Conceptual Design**

Evaluation of impacts, cost estimate, and conceptual design of two intersection modifications:

- Island Crest Way & SE 68th Street - Single-lane roundabout, upgraded illumination, and ADA improvements
- Island Crest Way & SE 53rd Place - New right turn lane on the westbound approach

- **Shared-Use Path Pre-Design**

Pre-design of the widening of the existing pedestrian route along the east side of the corridor. Analysis of available right-of-way space, constraints, and alternatives taking into account the findings of the other project components.

Project Timeline

The desired schedule for completing the Island Crest Way Corridor Improvements Analysis and Design is September 2023. Construction on the crosswalk improvements is scheduled for 2024.

SUBMITTAL DETAILS

Submittal Requirements

Please include the following in your submittal:

Cover Letter/Statement of Interest: Describe your interest in this particular project.

Project Team: Provide a brief description of the individuals on the consultant team, including their relevant experience, qualifications, and percentage of time available to work on the project. 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.

Project Experience: Please provide the following information for three (3) to five (5) similar projects completed by the firm or team within the last five (5) years:

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

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 the project. Qualified firms should demonstrate knowledge and understanding of:

- Development of corridor and active transportation planning and design for local agencies;
- Design coordination between various disciplines relating to all surface level and underground elements within the right-of-way;
- Methods and constraints affecting cost, feasibility, and scheduling of construction.

Please also include a high-level timeline that identifies major proposed tasks and products, including how frequently check-in meetings will occur, when deliverables will be expected, and providing two week periods for staff to review documents. Where applicable, the timeline should also demonstrate commitment to completing the design and bid-ready documents.

References: Please provide three (3) references from clients for whom your firm has performed similar work within the last five 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

- Submit PDF proposals electronically to publicworks@mercerisland.gov no later than **2:00 pm on December 20, 2022**. Include **RFQ 22-38 Island Crest Way Corridor Improvements Analysis and Design** on the subject line of the email.
- All submittals shall be clearly titled: **RFQ 22-38 Island Crest Way Corridor Improvements Analysis and Design**.
- Please limit submittals to **15 pages** using at least 10 pt font (not including cover letter/statement of interest, project team resumes, or work samples).
- Upon receipt of each proposal, 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; to extend the submission due date for; to modify, amend, reissue, or rewrite this document; and to procure any or all services by other means.
- Direct all submittal questions to Lia Klein, Transportation Engineer, lia.klein@mercerisland.gov, no later than December 6, 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.

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 Contact listed on this RFQ. Submittals cannot be withdrawn after the published close date.

Agreement Form: The consultant selected by the City will negotiate a scope and fee schedule. The City’s standard professional services agreement (PSA) form which is attached as Appendix 1 will be used for this project. Consultants that submit proposals are expected to be able to meet the terms contained in the form.

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 proposals and initiating a contract in response to this solicitation.

Milestone	Date
RFQ release	November 29, 2022

Deadline for questions	December 6, 2022
City response to questions	December 9, 2022
Submittals due	December 20, 2022, 2 pm
Evaluation period**	December 20 – January 13, 2023
Contract awarded	January 20, 2023
Project kick-off	January 30, 2023

***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 search.*

Evaluation Criteria

Submittals will be evaluated using the following criteria:

Project Understanding and Methodology: The submittal demonstrates thorough understanding of the project; how the team plans to address the needs of the City; and the team’s unique qualities as they relate to the project. It demonstrates the ability to produce quality deliverables; 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’s analysis and design meets the needs of the project. [25 points]

Relevant Project Experience: The submittal demonstrates relevant and successful experience with similar street related CIP planning and design 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 as well as contains all requirements outlined in this RFQ. Documents should be well written, organized coherently, and demonstrate the project team’s ability to communicate complex information to a variety of audiences. [5 points]

All responses to this request will be screened for eligibility. As time permits, a selection panel will rate eligible 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 will be selected from this process and a contract will be negotiated. If the City selects a firm to provide design services, the successful firm shall be issued in writing a Notice of Selection.

ATTACHMENTS

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

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 Lia Klein
Staff phone # 206.275.7655

Address:

Approved as to form:

Phone:

By: _____
Bio Park, City Attorney