



City of Mercer Island

Luther Burbank Park Central Lighting and Parking Design Request for Proposals (RFP), No. 24-16

Date of Release: March 6, 2024

RFQ Submittal Due: March 27, 2024, at 10am PST

Contact: Paul West, Senior CIP Project Manager | paul.west@mercerisland.gov

INTRODUCTION

The City of Mercer Island (“City”) requests submittals from qualified firms to provide design services for Luther Burbank Park Central Lighting and Parking Design.

Successful applicants will specialize in park planning and design, as well as engineering and construction of parking and lighting facilities. Successful applicants will be experienced in public outreach and engagement strategies relevant to planning and public engagement for parks projects. Through this process, the City aims to identify a single, full-service firm that will undertake the scope of this RFQ; or multiple firms to combine and undertake the project in an effective team configuration.

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 approved the 2023-2028 CIP in December 2022.

Luther Burbank Park was acquired by King County in 1970 and developed as a regional park in 1972-1974 in two phases designed by Jongejan, Gerrard McNeil (JGM). King County transferred the park to the City of Mercer Island in 2002. The City completed the [Luther Burbank Park Master Plan](#) in 2006. The master plan has been the guide for an extensive capital improvements program for the past 18 years.

In 2017, the City completed the Boiler Building Study. The conceptual reuse of the Boiler Building as a small craft boating center included the creation of a new entry to the waterfront with ADA-compliant pathways. This improvement will interface with the proposed study area.

The City is currently in final design of the [Luther Burbank Waterfront Improvements](#). This renovation of the docks and adjacent landscapes includes a fire truck access route in the proposed study area.

Previous City efforts renovated existing lighting and installed freestanding pole fixtures around the Administration Building in 2008. ADA-compliant parking was added to the parking lot in the same timeframe. The widespread adoption of LED lighting, changes to building codes, and adoption of the [City's ADA Transition Plan](#) in 2022 warrant a renovation of the existing facilities.

In 2024, the tennis courts will be repaved and reconfigured for pickleball. This construction will also change the topography in the area next to the southeast corner of the parking lot.

SCOPE OF WORK

Existing Conditions

The purpose of this project is to improve lighting and parking in the central campus area of Luther Burbank Park. Currently, the main parking lot is mostly unlit. This is not comfortable for park users and City customers accessing the administration building and the park after dark. Also, the existing parking layout is unchanged from the original 1972 design. The current configuration does not efficiently use the available space.

Goals

The following goals will guide the development of the project design:

1. Create an illuminated environment from the parking lot to administration building along the central campus trails. See Limits of Work (Attachment 1).
2. Increase parking capacity within the footprint of the existing parking lot and without increasing impervious surface area.
3. Coordinate with current and future landscape development plans.
4. Complete construction in 2025.

Project Elements

The following are elements that the City would like considered for this design. Site assessment, design analysis, and public input during early design will determine which elements remain in the final design.

- Install new pole lighting in the main parking lot that is DarkSky compliant.
- Renovate the parking lot entry to the covered walkway for ADA compliance.
- Evaluate/replace kiosk.
- Upgrade lamping in existing pole lights.
- Replace covered walkway lighting.
- Install new pole lighting along circular path to flagpole that is DarkSky

compliant.

- Create a new pedestrian connection between the stairs at the SW corner of the parking lot to covered walkway.
- North of the parking lot, create a new ADA-compliant recreational trail from the northeast corner of the parking lot to the hillside hiking trail off the northwest corner of the parking lot.
- Develop parking lot median modifications that would reduce landscape maintenance labor.
- Consider landscape treatments that would invigorate oak trees in the parking lot median, including designs that expand rooting volume such as suspended pavement.
- Consider low impact development technology to handle/treat runoff from pollution generating surfaces.
- Evaluate the grade on the west side of the retaining wall at the pickleball courts. Can this berm be lowered to the grade of the walkway?
- For incidental new landscaping, install irrigation.

Public Engagement Needs

The Mercer Island community is highly active in and passionate about its parks system, and this project will require public input and collaboration. The consultant will lead a public meeting during concept design and take input from attendees. The City will provide additional review opportunities at two Parks and Recreation Commission meetings during concept and 30% design phases. The consultant should anticipate work as follows:

- Develop materials for public distribution at concept and 30% design phases, including preparing posts for the City's social media platforms.
- Present conceptual designs at one or two public meeting and engage with attendees in answering questions and receiving input.
- Present designs at three to four Parks and Recreation Commission meetings and engage with Commissioners on design.
- Participate in eight project meetings to prepare for public and commission meetings.
- Document meeting processes in real time and provide raw data and summary reports on meeting results.
- Collaborate effectively and efficiently with City staff, elected officials, and boards & commissions throughout the duration of the project.

Process

The successful consultant will submit a proposal that anticipates a scope of work from concept design through 100% design, bid documents, and bidding support. The stages anticipated by the City include:

- Initial rough-order-of-magnitude planning estimate for budgeting.
- Concept Design – site survey, site evaluation including tree condition assessment, feasibility of elements, low impact and higher impact/higher yield alternatives for parking lot, public meeting, permitting pre-application meeting, Parks and Recreation Commission meeting(s).
- 30% Design – preliminary plan set, preliminary cost estimate, Parks and Recreation Commission meeting.

- 60% Design –expanded plan set with all elements, cultural resources assessment, revised cost estimate.
- 90% Design – permit application and permit set.
- 100% Design – engineer’s estimate, final plan set, bid documents, bidding support.

The consultant will develop a project schedule during concept design. The consultant will revise the project schedule at each subsequent phase of the design. A separate construction supervision and support agreement would be negotiated following bidding based on the outcome of the design process. The selected design consultant is not guaranteed an award of this work.

SUBMITTAL DETAILS

Submittal Requirements

The City anticipates receiving submittals from firms or teams qualified for the entire scope of work.

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

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.

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).

Sample Projects: Please include two (2) example work products for each of the following types of projects:

- Parking lot designs, preferably showing alternatives analyses; and
- Lighting designs for park environments of comparable size and function.

These work samples can be the same as the relevant projects presented in your work experience. They 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;

- Green building or other sustainable approaches to incorporate into the project(s);
- Process for evaluating cost effectiveness of project elements; 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 two weeks for document review at each design phase.

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 bids@mercerisland.gov no later than **10am on Wednesday, March 27, 2024**.
- All submittals shall be clearly titled: **RFP 24-16 Luther Burbank Central Lighting and Parking**.
- 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 Paul West, Senior CIP Project Manager, paul.west@mercerisland.gov, no later than **5pm on Friday, March 15, 2024**. 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 RFP 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 by the Project Manager listed on this RFP. 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 2. Consultants

that submit qualifications are expected to meet the terms contained in the PSA. The PSA form is not negotiable.

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
RFP release	March 6, 2024
Deadline for questions	March 15, 5pm PST
City response to questions	March 20, 2024
Submittals due	March 27, 10am PST
Evaluation period**	April 2024
Contract(s) awarded	April 2024
Target project kick-off	May 2024 (TBD)

***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; 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 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. [20 points]

Relevant Project Experience: The submittal demonstrates relevant and successful experience with similar parks CIP planning, design, and/or public engagement projects. [25 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 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 a written a Notice of Selection.

ATTACHMENTS

- Attachment 1: Limits of Work
- Attachment 2: Sample City of Mercer Island Agreement for Professional Services

Attachment 1: Limits of Work



Attachment 2



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:

Jessi Bon, City Manager

Title:

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