



# **City of Kirkland Request for Qualifications**

**Kirkland Safety Action Plan: Near-Miss  
Analysis, Citywide Crash Analysis,  
Operating Speed Study, and Speed Limit  
Policy Update**

**Job # 38-24-PW**

**Issue Date: July 11, 2024**  
**Due Date: August 1, 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:

### **Kirkland Safety Action Plan: Near - Miss Analysis, Citywide Crash Analysis, Operating Speed Study, and Speed Limit Policy Update Job # 38-24-PW**

File with Purchasing Agent, Finance Department, 123 - 5<sup>th</sup> Ave, Kirkland WA, 98033

Statements of qualifications received later than **4:00 p.m. PDT on August 1, 2024, will not be considered.**

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

The City of Kirkland reserves the right to reject any and all statements of 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 statement of qualifications (SOQ). Furthermore, the RFQ does not obligate the City to accept or contract for any expressed or implied services.

A Service Provider response that indicates that any of the requested information in this RFQ will only be provided if and when the Service Provider is selected as the apparently successful Service Provider is not acceptable, and, at the City's sole discretion, may disqualify the statement of qualifications from consideration.

The City of Kirkland in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing [purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov) or by calling (425) 587-3123.

The City of Kirkland, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award." Please reach out to the Title VI Coordinator of City of Kirkland for additional information by email [titlevicoordinator@kirklandwa.gov](mailto:titlevicoordinator@kirklandwa.gov) and phone (425) 587-3831.

In addition to nondiscrimination compliance requirements, a Service Provider(s) 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 July 11, 2024.**

Jay Gewin  
Purchasing Agent  
City of Kirkland

**Published in the Seattle Times on July 11 and July 18, 2024**

## **Background Information**

The City of Kirkland is located on the eastern shore of Lake Washington. It is a suburban city, surrounded by other suburban cities and pockets of unincorporated King County. The City is near several major transportation routes including Interstate 405, State Route 520, and Interstate 5. These routes connect the City economically and socially to the greater Seattle area.

At the time of incorporation in 1905, the City of Kirkland's population was approximately 530. The current estimated population is 96,920. Kirkland is the twelfth largest city in the State of Washington and the sixth largest in King County.

Since its incorporation, Kirkland has grown in geographic size to eighteen square miles - approximately twenty times its original size. This growth occurred primarily through the consolidation of the cities of Houghton and Kirkland in 1968, the annexations of Rose Hill and Juanita in 1988 and the annexation of North Juanita, Finn Hill, and Kingsgate areas in 2011.

Kirkland operates under a Council-Manager form of government. The City Council is the policy-making branch of Kirkland's government and consists of seven members elected at large to staggered, four-year terms. The Mayor is elected from within the Council. The City Council is supported by several advisory boards and commissions and the City Manager. The City Manager is appointed by the City Council and serves as the professional administrator of the organization, coordinating its day-to-day activities.

## **Purpose and Background**

The City of Kirkland has received planning and demonstration grant funding through the United States Department of Transportation (USDOT) Safe Streets and Roads for All (SS4A) Grant Program to develop Kirkland's Safety Action Plan. The work elements are listed in this RFQ and may also incorporate elements from Kirkland's current Vision Zero Action Plan and Local Roads Safety Plan. The funds must be expended by April 2025. The approach to the Kirkland Safety Action Plan is intended to be data- and research-driven, context-sensitive, tailored to meet Kirkland's needs, and in alignment with the USDOT Safe System Approach.

As a part of the Safety Action Plan, the City's Public Works Transportation Division staff, in partnership with other City departments, seek to establish a revised speed limit policy that promotes safer vehicle operating speeds to work toward the goal of eliminating fatal and severe injury crashes in our city.

The City of Kirkland's current Speed Limit Policy, R-17, is based on the outdated methodology of assuming the 85<sup>th</sup> percentile speed, or the speed at which 85 percent of people travel at or below, is safe and reasonable. City Transportation staff seek a qualified consultant to help establish a new methodology to set speed limits based on data and the latest published guidance from recognized agencies including, but not limited to, the National Association of City Transportation Officials (NACTO) and the National Cooperative Highway Research Program (NCHRP). This policy update and supporting studies will align with the City's Vision Zero goal of eliminating fatal and serious injury crashes in Kirkland by 2035, and with the additional goal of achieving a safer environment for people walking, rolling, bicycling, and driving within the City.

A new speed limit setting policy is required to comply with recommendations in the most current edition of the MUTCD (11<sup>th</sup> Edition released in December 2023) for the establishment of speed limits including:

- Consideration of a range of factors including land-use context, pedestrian and bicyclist activity, roadway geometrics, functional classification, traffic volumes, driveway density, intersection spacing and crash history when setting speed limits.
- Incorporation of speed limit setting tools and methods consistent with the Safe System approach.

### **Project Scope**

The City is seeking the professional assistance of qualified consulting firms, or consultant teams, to complete the following work elements of the Kirkland Safety Action Plan: Near-Miss Analysis, Citywide Crash Analysis, Operating Speed Study, and Speed Limit Policy Update. This will include the following items:

- Near-miss Analysis
- Crash data analysis
- Recommendations for safety countermeasures at high-crash locations
- Data collection and analysis of citywide vehicle operating speeds on arterial and collector streets
- Research and development of a step-by-step speed limit setting procedure and tool to be used by City staff in the future
- Pilot use of the new tool to evaluate the speed limit for a defined number of corridors
- Development of a new speed limit policy document
- Development of implementation plan for new speed limits
- Public outreach
- Safety Action Plan development

Please refer to the scope of work included in Attachment B for more detailed information.

### **Performance Schedule**

The deliverables for the Near-Miss Analysis, Citywide Crash Analysis, Operating Speed Study, and Speed Limit Policy Update are all intended to be complete within one year of contract execution.

### **Term of Contract**

The initial term of the agreement shall be for one year, with the option for two 1-year extensions, up to 3 years maximum.

### **Contract Requirements and Fees**

If your statement of qualifications is 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**

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

**2. Insurance**

- Consultant’s insurance should be consistent with the requirements found in the sample agreement shown as Attachment A

**Process Schedule**

The City anticipates the following schedule.

Issue RFQ	July 11, 2024
Deadline for questions	July 19, 2024 – 12:00 PM
Responses to questions	July 25, 2024
Deadline for submittal of SOQs	August 1, 2024 – 4:00 PM
Perform interviews (if needed)	August 12-16, 2024
Selection of successful SOQ	August 20, 2024
Agreement for services signed	September 9, 2024
Deadline for deliverables	April 2025

***These dates are estimates and subject to change by the City.***

**Questions**

Written questions regarding this request for qualifications should be submitted by 12:00 p.m. on July 19, 2024, directed to Iris Cabrera, Transportation Engineer by email to [ICabrera@kirklandwa.gov](mailto:ICabrera@kirklandwa.gov)

Questions regarding the RFQ process should be directed to Jay Gewin at [purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov)

**Requirements of the Statement of Qualifications**

SOQs shall be no more than fifteen (15) 8.5” x 11” pages, excluding resumes and cover letter. Since submittals must be made electronically, one page refers to one electronic 8.5” x 11” sheet of text, graphics, photos, etc. The minimum font size shall be 11 point. One-inch minimum margins are recommended for clarity and ease of review but will not be strictly scrutinized.

SOQs shall be clear and concise.

Include the following information:

- A statement of assurance from the consultant or consultant team that contracting with the City of Kirkland will not result in a conflict of interest.

- **Project manager experience.** Demonstrate the ability of the designated project manager to lead a project team and successfully drive schedules forward based on prior experiences with the City of Kirkland or similar local agencies.
- **Project team experience.** Identify key project team members and their anticipated role on the project, if selected. Include team experience and relevant individual experience, unique qualifications of personnel, and availability of team members. Do not include team members who will not participate in project after selection.
- **Previous experience on similar projects.** Provide information on similar transportation safety studies and/or projects, including general scope, location of agency, timeframe, and key project team members who participated.
- **Project understanding and approach.** Demonstrate knowledge of the work required in this RFQ including background in transportation safety principles and engineering studies. Describe the project team's approach to the work described in the RFQ, including any innovative ideas or proposed deviations from the Scope of Work included in Attachment B and how it would benefit the City of Kirkland.
- **Ability to meet schedule.** Identify basic work plan items in project approach and provide schedule to meet project schedule goals identified in this RFQ.
- **Diversity, Equity, Inclusion, and Belonging (DEIB) Practices.** Describe how DEIB principles are incorporated into the project team's workplace practices and approach to the project. See Attachment C for more information. Include information on Disadvantage Business Enterprise (DBE) status of consultant and/or teaming partners.
- **References.** Provide at least two references from local agencies for work performed on similar previous projects. Include name, title, agency, phone number, and email address for local agency staff directly overseeing work.

Do NOT submit information regarding fees, price, or any other cost information with the SOQ.

See "Statement of Qualifications Submittal Instructions" section below for additional requirements and instructions.

### **Selection Criteria**

The City will make a selection based on the evaluation of the written statements of qualifications. The City may also conduct an interview process with scoring used to determine the selected responder. The City may elect to interview some or all proposers. The City reserves the right to make a selection based only on the evaluation of the written statements of qualifications. Written statements of qualifications and interviews will be evaluated based on the following criteria.

**The City will evaluate all statements of qualifications received under this solicitation using the following points system:**

<b>Evaluation Criteria</b>	
<b>Category</b>	<b>Maximum Points</b>
Organization and Completeness of SOQ Submitted	10
Experience of Project Manager and Project Team	15
Project Approach and Methodology	30
Experience and/or Past Performance on Similar Projects	30
Ability to Meet Project Schedule	5
Consideration of DEIB practices and DBE teaming partners	10
<b>Maximum Points</b>	<b>100</b>

**Selection Process**

A City of Kirkland evaluation team comprised of representatives from multiple departments will review all statements of qualifications, select finalists and may conduct interviews prior to making the final selection of the consultant.

Prior to the commencement of work, the City and the selected consultant will meet to settle contract details. A notice to the consultant of the City’s award will constitute notice to proceed. The City is not responsible for any costs incurred by the consultant in the preparation of the statement of qualifications. Once submitted to the City, all statements of qualifications will become public information.

**Statement of Qualifications Submittal Instructions**

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

1. **Statements of qualifications must be received no later than 4:00 PM on August 1, 2024 (Pacific Time).**
2. Emailed statements of qualifications should include, “RFQ 38-24-PW - Kirkland Safety Action Plan: Near-Miss , Citywide Crash Analysis, Operating Speed Study, and Speed Limit Policy Update” in the subject line and be addressed to [purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov).
3. All statements of qualifications sent electronically must be in the form of a PDF document and cannot exceed 20MB.
4. All statements of qualifications must include the legal name of the organization, firm, individual or partnership submitting the RFQ. Include the address of the principal place



of business, mailing address, phone numbers, emails, fax number (if one exists) and primary contact person.

5. To be evaluated, a statement of qualifications must address all requirements and instructions contained within.

## **Contract**

The Consultant and the City will execute a Professional Services Agreement for the Kirkland Safety Action Plan: Citywide Crash Analysis, Operating Speed Study, and Speed Limit Policy Update including all of the requirements found in the sample agreement shown as Attachment A.

## **Federal Procurement Clauses**

*No Federal Government Obligations to Third Parties.* In connection with the Project, the Contractor agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any subconsultant, lessee, third party contractor, or other person or entity that is not a party to the Grant Agreement or Cooperative Agreement for the Project. Notwithstanding that the Federal Government may have concurred in or approved any solicitation, subagreement, lease, or third party contract at any tier, the Federal Government has no obligations or liabilities to entity other than the Consultant, including any subconsultant, lessee, or third party contractor at any tier.

*False or Fraudulent Statements or Claims.* The Contractor acknowledges and agrees that:

(1) Civil Fraud. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to the Contractor's activities in connection with the Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government, the Federal Government reserves the right to impose on the Contractor the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal Government deems appropriate.

(2) Criminal Fraud. If the Contractor makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal Government reserves the right to impose on the Consultant the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001 or other applicable Federal law to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions

*Federal Laws, Regulations, and Directives.* Except to the extent that FTA determines otherwise in writing, the Contractor agrees to adhere to applicable third party procurement requirements of 49 U.S.C. chapter 53 and other procurement requirements of Federal laws in effect now or as subsequently enacted to the extent applicable; with applicable U.S. DOT third party procurement regulations at 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 through 19.48, and with other applicable Federal regulations pertaining to third party procurements and subsequent amendments thereto. The Contractor also agrees to comply with the provisions of FTA Circular 4220.1F, "Third Party Contracting Requirements and with any subsequent revision to that circular, except to the extent FTA determines otherwise in writing. The Contractor understands that Federal laws, regulations, and directives may change, as described in the FTA Master Agreement, and that the changed requirements will apply to the Contract.

*Access to Third Party Contract Records.* The Consultant agrees to require its third party contractors and third party subcontractors, at as many tiers as required, to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized representatives, access to all third party contract records to the extent required by 49 U.S.C. § 5325(g). The Consultant further agrees to require its third party contractors and third party subcontractors, to provide sufficient access to third party procurement records as needed for compliance with Federal regulations or to assure proper Project management as determined by FTA.

*Termination.* PSRC, by written notice, may terminate this contract, in whole or in part, when it is in the AGENCY's interest. If this contract is terminated, PSRC shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

*Debarment and Suspension.* Per federal regulations, PSRC is required to ensure, to the best of its knowledge and belief, that none of the principals, affiliates, third party Contractors and subcontractors are suspended, debarred, ineligible or voluntarily excluded from participation in federally assisted transactions or procurements. Federal regulations require PSRC to review records of excluded parties in the federal System for Award Management (SAM) before entering into any third-party Contracts exceeding \$25,000.00, therefore registration is required for all contracts expected to exceed that amount.

*Disputes, Breaches, Defaults, or Other Litigation.* The Consultant agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

a. Notification to FTA. The Consultant agrees to notify FTA in writing of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the Federal Government's administration or enforcement of Federal laws or regulations. If the Consultant seeks to name the Federal Government as a party to litigation for any reason, in any forum, the Consultant agrees to inform FTA in writing before doing so. Each notice shall be provided, at a minimum, to the FTA Regional Counsel within whose Region the Consultant operates its public transportation system or implements the Project.

b. Federal Interest in Recovery. The Federal Government retains the right to a proportionate share, based on the percentage of the Federal share awarded for the Project, of proceeds derived from any third party recovery, except that the Consultant may return any liquidated damages recovered to its Project Account in lieu of returning the Federal share to the Federal Government.

c. Enforcement. The Consultant agrees to pursue its legal rights and remedies available under any third party contract or available under law or regulations.

d. FTA Concurrence. FTA reserves the right to concur in any compromise or settlement of any claim involving the Project and the Consultant.

e. Alternative Dispute Resolution. FTA encourages the Consultant to use alternative dispute resolution procedures, as may be appropriate.

*Lobbying Restrictions.* The Consultant agrees that:

1. In compliance with 31 U.S.C. 1352(a), it will not use Federal assistance to pay the costs of influencing any officer or employee of a Federal agency, Member of Congress, officer of Congress or employee of a member of Congress, in connection with making or extending the Grant Agreement or Cooperative Agreement.

2. In addition, it will comply with other applicable Federal laws and regulations prohibiting the use of Federal assistance for activities, designed to influence Congress or a State legislature with respect to legislation or appropriations, except through proper, official channels; and

3. It will comply, and will assure the compliance of each subconsultant, lessee, or third-party contractor at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352.

*Clean Air Act and Federal Water Pollution Control Act.* Except to the extent the Federal Government determines otherwise in writing, the Contractor agrees:

1. It will not use any violating facilities;

2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"

3. It will report violations of use of prohibited facilities to FTA; and 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401-7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

*Energy Conservation.* When applicable, the Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq.).

*Patent Rights.* If any invention, improvement, or discovery of the Contractor or any of its subcontractors is conceived or first actually reduced to practice in the course of or under this Contract, which invention, improvement, or discovery may be patentable under the laws of the United States of America or any foreign country, the Contractor shall immediately notify PSRC and provide a detailed report. The rights and responsibilities of PSRC, the Contractor, and subcontractors and the Federal Government with respect to such invention, improvement, or

discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

*Rights in Data & Copyrights.* The term "subject data" as used herein means recorded information that is delivered or specified to be delivered under this Contract. The term includes graphic or pictorial delineations in media such as maps; drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to Project administration.

The following restrictions apply to all subject data first produced in the performance of this Contract:

1. No material produced in whole or in part under this Contract shall be subject to copyright in the United States of America or in any other country.
2. Except for its own internal use, the Contractor and any of its subcontractors may not publish or reproduce such data in whole or in part, or in any manner or form, nor may the Contractor and any of its subcontractors authorize others to do so, without the written consent of PSRC, until such time as PSRC may have either released or approved the release of such data to the public;
3. As authorized by 49 C.F.R. Part 18.34, and other applicable regulations, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
  - (a) Any work developed under a grant, cooperative Contract, sub-grant, sub-Contract, or third party contract, irrespective of whether or not a copyright has been obtained; and
  - (b) Any rights of copyright to which a recipient, sub-recipient, or a third-party contractor purchases ownership with Federal Assistance.
  - (c) When the Federal Government provides assistance to a Recipient for a Project involving planning, research, development, or a demonstration, it is the Federal Government's intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, the recipient of Federal assistance to support planning, research, development, or a demonstration financed under section 4(i), 6, 8, 9, 18, 18(h), or 20 of the Urban Mass Transportation Act of 1964, as amended, and other applicable Federal laws, understands and agrees that, in addition to the rights set forth in Subsection 16 (b)(3) of this Contract, the Federal Government may make available to any recipient, sub-grantee, sub-recipient, third party contractor, or third party subcontractor, either the Federal Government's license in the copyright to the "subject data" derived under this Contract or a copy of the "subject data" first produced under this Contract.
  - (d) The Contractor shall indemnify, hold harmless and defend PSRC and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor or its subcontractors of proprietary rights,

copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Contract.

(e) Nothing contained in this section shall imply a license to PSRC under any patent or be construed as affecting the scope of any license or other right otherwise granted to PSRC under any patent.

In the event that the Project, which is the subject of this Contract, is not completed for any reason whatsoever, all data generated under that Project shall become subject data as defined and shall be delivered as PSRC may direct.

### **Civil Rights (EEO, Title VI, & ADA)**

The Consultant agrees to comply with all applicable civil rights laws, regulations and directives, except to the extent that the Federal Government determines otherwise in writing. These include, but are not limited to, the following:

a. Nondiscrimination in Federal Public Transportation Programs. The Consultant agrees to comply, and assures the compliance of each third party contractor at any tier and each subconsultant at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

b. Equal Employment Opportunity. The Consultant agrees to comply and assures the compliance of each third party contractor at any tier of the Project and each subconsultant at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and implementing Federal regulations and any subsequent amendments thereto. The Consultant also agrees to comply with any applicable Federal EEO directives that may be issued. Accordingly, the Consultant agrees as follows:

(a) The Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, sex, disability, age, or national origin. The Consultant agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(b) If the Consultant is required to submit and obtain Federal Government approval of its EEO program, that EEO program approved by the Federal Government is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. Failure by the Consultant to carry out the terms of that EEO program shall be treated as a violation of the Grant Agreement or Cooperative Agreement. Upon notification to the Consultant of its failure to carry out the approved EEO program, the Federal Government may impose such remedies as it considers appropriate, including termination of Federal assistance in accordance with Section 11 of this Master Agreement, or other measures that may affect the Consultant's eligibility to obtain future Federal assistance for transportation Projects.

(2) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the

Consultant agrees to comply and assures the compliance of each third party contractor at any tier or subconsultant at any tier of the Project, with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, and also with any Federal laws, regulations, and directives affecting construction undertaken as part of the Project.

c. Disadvantaged Business Enterprise. To the extent authorized by Federal law, the Consultant agrees to facilitate participation by Disadvantaged Business Enterprises (DBE) in the Project and assures that each subconsultant, lessee, and third party contractor at any tier of the Project will facilitate participation by DBEs in the Project to the extent applicable. Therefore:

1. The contractor, subrecipient or subconsultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the contract, which may result in the termination of this contract or such other remedy as the PSRC deems appropriate which may include, but is not limited to:
  - a) Withholding monthly progress payments;
  - b) Assessing sanctions;
  - c) Liquidated damages; and/or
  - d) Disqualifying the contractor from future bidding as non-responsible
2. The Contractor agrees and assures that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26. The Contractor shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this contract. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this contract. Upon notification to the Contractor of its failure to carry out its approved program, the Department may impose sanctions as provided for under par 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).
3. PSRC will make available to interested persons a directory identifying all firms eligible to participate as DBE's in its program as provided by the Washington State Office of Minority and Women's Business Enterprises ([OMWBE](http://omwbe.wa.gov/)). This list may be found on the Internet at <http://omwbe.wa.gov/>. The information is available by vendor names and by North American Industry Classification System (NAICS) codes. The DBE's Work Description may provide a more accurate work description.
4. In addition, the Contractor agrees to take all reasonable steps to eliminate obstacles to participation by small businesses as defined by the U.S. Small Business Administration that include, unnecessary and unjustified bundling of contract requirements that may preclude small business participation as subcontractors.

d. Access for Individuals with Disabilities. The Consultant agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Consultant also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities, and any subsequent amendments to these laws. In addition, the Consultant agrees to comply with applicable implementing Federal regulations and directives and any subsequent amendments thereto, as follows:

(1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

(2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

(3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

(4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

(5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

(6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

(7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

(8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and

(9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;

(10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and

(11) Federal civil rights and nondiscrimination directives implementing the foregoing regulations, except to the extent the Federal Government determines otherwise in writing.

e. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Consultant agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 201 *et seq.*, and any amendments to these laws.

f. USDOT Title VI Assurances. During the performance of the contract, the consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation and its modal administrations as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21; or Part 230 of 23 CFR Part 23.
3. **Solicitations for Subcontracts, Including Procurements and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the consultant of the consultant’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Recipient or respective Federal funding agency, to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish the information, the consultant will so certify to the Recipient or respective Federal funding agency, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a consultant’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the respective Federal funding agency may determine to be appropriate, including but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. canceling, terminating, or suspending a contract in whole or part.



6. **Incorporation of Provisions:** The consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The consultant will take action with respect to any subcontract or procurement as the Recipient or respective Federal funding agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the consultant may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of the contract, the consultant, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1986, (42 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, color, national origin, or sex);
- Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs of activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes

discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1975, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

g. Other Nondiscrimination Laws. The Consultant agrees to comply with all applicable provisions of other Federal laws, regulations, and directives pertaining to and prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing. The Puget Sound Regional Council (PSRC) hereby gives public notice that it is the policy of the agency to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, sex, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which PSRC receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with PSRC. Any such complaint must be in writing and filed with PSRC's Title VI Coordinator within one hundred eighty (180) days following the date of the alleged discriminatory occurrence. For more information, or to obtain a Title VI Discrimination Complaint Form, please see our Web site at <http://www.psrc.org/public/titlevi/> or call (206) 464-6175.

The Puget Sound Regional Council, in accordance with Title VI of the Civil Rights Act of 1964 and (78 Stat. 252, USC 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered pursuant to this advertisement will afford minority business enterprises full opportunity to submit bids in response to this invitation, and will not discriminate on the grounds of race, color, sex, or national origin in consideration for an award.

### **Terms and Conditions**

- A. The City reserves the right to reject any and all statements of qualifications, and to waive minor irregularities in any statement of qualifications.
- B. Proposers 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 statement of qualifications. Failure to comply with or complete any part of this RFQ may result in rejection of your statement of qualifications.
- C. The City reserves the right to request clarification of information submitted, and to request additional information on any statement of qualifications.
- D. The City reserves the right to award any contract to the next most qualified Consultant, if the successful agency does not execute a contract within 30 days of being notified of selection.
- E. Any statement of qualifications may be withdrawn up until the date and time set above for opening of the statements of qualifications. Any statement of qualifications 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 statements of qualifications have been approved by the City administration, whichever occurs first.

- F. The contract resulting from acceptance of a statement of qualifications 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 proposer 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 statements of qualifications 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, statements of qualifications shall become the property of the City, and all statements of qualifications shall be deemed a public record as defined in "The Public Records Act," chapter 42 section 56 of the RCW. Any statement of qualifications containing language which copyrights the statement of qualifications, declares the entire statement of qualifications to be confidential, declares that the document is the exclusive property of the proposer, or is any way contrary to state public disclosure laws or this RFQ, could be removed from consideration. The City will not accept the liability of determining what the proposer considers proprietary or not. Therefore, any information in the statement of qualifications that the proposer claims as proprietary and exempt from disclosure under the provisions of RCW 42.56.270 must be clearly designated as described in the "Proprietary Material Submitted" section above. It must also include the exemption(s) from disclosure upon which the proposer is making the claim, and the page it is found on must be identified. With the exception of lists of prospective proposers, the City will not disclose RFQ statements of qualifications 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 statement of qualifications(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

Attachment A

### Kirkland Safety Action Plan

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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 subconsultants' 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 Public Works Department 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 completion date for the Consultant's performance of the services specified in Section I is \_\_\_\_\_.

Consultant will diligently proceed with the services contracted for, but consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

**VII. SUCCESSORS AND ASSIGNS**

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

**VIII. NONDISCRIMINATION**

Consultant shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

**IX. HOLD HARMLESS/INDEMNIFICATION**

To the greatest extent allowed by law the Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all

claims, injuries, damages, losses or suits including attorney fees, arising out of or 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 Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the 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 Consultants 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 these 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 CONSULTANT**

Consultant is and shall be at all times during the term of this Agreement an independent Consultant 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 Consultant. 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 statement of qualifications 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:

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

By: \_\_\_\_\_  
Deputy City Manager

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

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

## **ATTACHMENT B**

### **KIRKLAND SAFETY ACTION PLAN: NEAR-MISS ANALYSIS, CITYWIDE CRASH ANALYSIS, OPERATING SPEED STUDY, AND SPEED LIMIT POLICY UPDATE**

#### **SCOPE OF WORK**

#### **INTRODUCTION**

The work to be completed as part of this RFQ includes elements of Kirkland Safety Action Plan: Near-Miss Analysis, Citywide Crash Analysis and Evaluation; and Operating Speed Data Collection and Analysis. Each task will exist independently and support the development of a new speed limit setting policy and procedure/tool to be applied in the future by City Staff. All data will be summarized in Kirkland's Safety Action Plan document.

#### **DESCRIPTION OF WORK TO BE PERFORMED BY CONSULTANT**

##### **1. Near-Miss Analysis**

Obtain video analytics and summary reports at six signalized intersection locations to be identified by City staff. Analytics will include vehicle and bicyclist turning movement counts, pedestrian and bicyclist counts at crosswalks, and information on near misses and speeding, if available.

Evaluate video analytics results, identify near-miss patterns, determine contributing factors, and identify appropriate safety countermeasures.

Prepare report summarizing findings and recommendations.

##### **2. Citywide Crash Analysis and Evaluation**

Review research and current practice methodologies in crash data analysis, as well as available crash data from Kirkland's Crossroad Analytics and the Washington State Department of Transportation (WSDOT) Database.

Analyze and evaluate crash data trends for the ten-year period from 2014 to 2023 including but not limited to total number of crashes; yearly, monthly, time of day and day of week variation; crashes by severity, type and by location. Evaluate Kirkland's trends and compare them to statewide and similar cities/jurisdictions trends.

Develop overall crash rates for up to 90 arterial and collector street segments for the five-year period from 2019-2023, as well as severe/fatal crash rates for up to 90 street segments for the five-year period from 2019 to 2023.

Analyze and evaluate severe and fatal injury crashes for the year 2023 in a manner consistent with the methodology used by City Staff in Kirkland's Local Road Safety Plan published in February 2024.

Review signalized intersection crash rates analysis developed by City staff for the period from 2019-2023. Evaluate and confirm these crash rates or develop new signalized intersection crash rates and use them to prioritize locations for the implementation of appropriate safety countermeasures.

Develop recommendations for safety countermeasures by crash type and location for the highest ten (10) crash locations of signalized intersections and highest ten (10) crash locations of roadway segments. Recommendations should align with the USDOT Safe System Approach.

Prepare a Draft Citywide Crash Analysis and Evaluation Study Report summarizing the work performed for this task. Upon review by City Staff, Consultant will incorporate comments into a Final Citywide Crash Analysis and Evaluation Study Report.

### **3. Operating Speed Data Collection and Analysis**

Review current practice in speed data collection and analysis methodologies, including descriptions of pros and cons of each, cost, and implementation requirements. Provide a brief technical memorandum summarizing current practice findings and documenting the selection of the most cost-effective speed data collection and analysis methodology to be used in the traffic study.

Review the list of specific locations to be included in the study to determine location-specific data collection requirements in agreement with City staff. Collect and analyze speed data on up to 90 arterial and collector street segments. The operating speed data will be collected during two 24-hour periods: midweek days, in the months of September and/or October 2024, after school is in session and not during severe inclement weather events or other atypical or irregular events. The data to be collected consists of vehicle speed and volume counts by approach and combined totals, by location. The analysis results will include the 50<sup>th</sup> and 85<sup>th</sup> percentile speeds, mean (average speed), and 10-mph pace. The results of the citywide operating speed data collection and analysis shall be used as input for the pilot application of the speed limit setting procedure/tool and by staff in future speed limit evaluations. Provide copies of the speed and volumes counts files in Excel spreadsheet and PDF formats.

Consolidate the results of the operating speed data collection and analysis into a Draft Operating Speed Report and Citywide Operating Speed Map for City staff review. Incorporate review comments into a Final Operating Speed Report and Citywide Operating Speed Map.

### **4. Speed Limit Policy and Speed Limit Setting Tool Development**

Review research and current practice in speed limit setting methodologies, including data needs and technical requirements. This is anticipated to include the *NCHRP Report 966, Posted Speed Setting Procedure and Tool: User Guide* and the *NACTO City Limits, Setting Safe Speed Limits on Urban Streets*, but may include other sources that the project team suggests. With input from City staff, provide a brief technical memorandum

with a recommended approach to speed limit setting consistent with Kirkland's specific needs, Vision Zero goals, and the Safe System Approach.

Develop a step-by-step procedure that includes specific engineering procedures, data requirements and tools, and supporting reference materials to evaluate speed limits. The speed limit procedure should consider elements such as land-use context, pedestrian and bicyclist activity, roadway geometrics, functional classification, traffic volumes, driveway density, intersection spacing, crash history, and may include other elements that the project team suggests based on engineering judgement and best practices.

Develop a speed limit setting policy document that includes the step-by-step procedure and references the methodologies and tools used. The speed limit policy will include special conditions for the establishment of safer "slow speed zones" or similar, including but not limited to school walk routes, neighborhood greenways, and construction work zones. The policy document is intended to replace Kirkland's current speed limit setting policy ([Policy R-17](#)) and will be reviewed by Transportation Commission and City Council prior to adoption. Provide a draft policy and procedure document for City staff review and incorporate comments into a final version. Support the review and adoption process by attending up to one Transportation Commission meeting and two City Council meetings.

Develop a Kirkland Speed Limit Setting/Evaluation Tool (KSLSET). The consultant may modify an existing Speed Limit Setting/Evaluation Tool such as the NCHRP 17-76 and customize it to meet City's parameters and needs. The KSLSET must be Microsoft Excel based and include a User Guide. Facilitate a discussion of specific parameters and needs with City staff prior to the development of the KSLSET. Develop a draft version of the KSLSET and submit for City staff review. Incorporate review comments into a revised KSLSET and final KSLSET. A User Guide and Modification Instruction must be included in the Final Submittal.

Upon completion and approval by City Staff of the KSLSET, apply it to up to six (6) corridors determined by City staff to provide suggested speed limits and submit results for review and discussion. The results shall be integrated as an attachment to the Final KSLSET and/or the speed limit setting policy document.

With guidance from City staff, provide an implementation plan for the speed limit policy moving forward. Implementation is intended to take place over time, should be thoughtful and cost-effective in approach, and may be prioritized by crash rates or other methods. Include recommendations for a toolkit or menu of speed management strategy options on arterial and collector streets, and guidance on where certain improvements may be implemented to meet the City's safety goals. This is anticipated to include researched and data-driven methods to encourage safer operating speeds.

Provide public outreach support to City staff. This may include graphics and information to be used in a project website, project mailers, and/or informational flyers. Technical project team members may speak at public outreach events, and will make

presentations at Transportation Commission and City Council as mentioned above. The specific items included in this task will be determined during project scoping.

## **5. Safety Action Plan Development**

If budget permits, summarize findings, and develop a comprehensive safety action plan as described by the USDOT. The Safety Action Plan shall include the following components:

1. Leadership commitment and goal setting
2. Planning structure
3. Safety analysis
4. Engagement and collaboration
5. Equity
6. Policy and process changes
7. Strategy and project selections
8. Progress and transparency

The Safety Action Plan may use elements from existing City of Kirkland plans such as the Vision Zero Action Plan, Local Road Safety Plan, Transportation Strategic Plan (draft 2024 update), and more.

Refer to USDOT's website for more background information on Safety Action Plans:  
<https://www.transportation.gov/grants/ss4a/comprehensive-safety-action-plans>

**SOCIAL RESPONSIBILITY**

*Instructions: Firm shall respond on a separate page to the questions below, and clearly label each response with the correct number and text of each question. Answers to these questions will not count towards the page limit in your proposal.*

1. Describe your firm's outreach strategy and the selection process used to achieve meaningful WMBE participation for this Solicitation.
  
2. Describe any business development support your firm provides to WMBE firms, such as, but not limited to, mentorship programs and/or technical assistance.
  
3. Describe how your firm will engage and sub-contract with WMBE firms to ensure such firms are utilized throughout the life of the contract in which work is not guaranteed.
  
4. Describe how your firm will adjust its strategy if not on track to meet your Aspirational Goal.
  
5. Describe how your firm will ensure prompt payment to its Diverse Firms, including, but not limited to, payment assistance.
  
6. If challenges with sub consultants occur on this contract, describe how your firm will resolve disputes.