



**City of Mercer Island**  
**2021/2022 Town Center Parking Study**  
**Request for Proposals (RFP)**

**Date of Release: August 5, 2021**

**RFP Submittal Due: September 9, 2021, at 3pm PST**

**Contact: Sarah Bluvas, Economic Development Coordinator | [sarah.bluvas@mercerisland.gov](mailto:sarah.bluvas@mercerisland.gov)**

**INTRODUCTION**

The City of Mercer Island (the “City”) requests proposals from qualified consulting firms to conduct a comprehensive parking study for Mercer Island Town Center (“Town Center”). Successful applicants will specialize in transportation planning, economic development, downtown development, or other areas relevant to planning within a central business district; and will bring diverse experience in parking inventory & usage analysis, policy recommendation & development, and stakeholder & public engagement.

**BACKGROUND**

The City of Mercer Island is located along Interstate 90 between Seattle and Bellevue. Mercer Island was incorporated in 1960 with a council/city manager form of government. Easy access to the entire Puget Sound region, excellent schools, and beautiful parks & open space make Mercer Island a highly desirable community in which to live.

Town Center is Mercer Island’s core commercial district, located on the Island’s North End and bookended by Mercerdale Park to the south and the forthcoming Link Light Rail Station to the north. Adopted in 1994 and last updated in 2016, the Town Center Vision calls for a pedestrian friendly downtown featuring a variety of outdoor spaces, building types, business uses, and housing options and acting as “the heart of Mercer Island.” This plan includes the following goal for Town Center parking:

***Have ample parking, both on-street and off, and the ability to park once and walk to a variety of retail shops.***

Three studies of parking in and adjacent to Town Center have been conducted in the last 15 years:

- A 2008 study by KPG analyzed on-street parking inventory and demand;
- A 2015 study by BP Squared identified potential sites to add commuter parking in response to the closing of the Bellevue Way park and ride (in connection with Sound Transit’s East Link Extension); and

- A 2016 study by BERK Consulting analyzed on-street and off-street parking inventory and demand (in connection to 2016 Town Center Vision update).

Additionally, beginning in 2022, the City plans to undertake an effort to create an Economic Development Element for its 2024 Comprehensive Plan Update. The 2021/2022 Town Center Parking Study, combined with other related studies and planning projects, will inform that future planning effort to address long-term economic recovery, development, and vitality on Mercer Island.

### **GOALS FOR TOWN CENTER PARKING**

Well-planned and sufficient parking is vital to the success of the Town Center economy and the experience of Town Center business owners, patrons, residents, and visitors. On July 20, Mercer Island City Council articulated the following goals for Town Center Parking:

1. Create a parking program that activates Town Center, supports small businesses, and enhances Town Center visitor experience.
2. Ensure Island residents have priority access to public transportation.
3. Determine if on-site commercial and multi-family residential parking is adequately supplied and utilized. Identify options for increasing and/or regulating its use.

The City seeks a consultant to explore issues related to and recommend outcomes for working towards achieving these goals in the 2021/2022 Town Center Parking Study.

### **AREAS OF ANALYSIS**

This study will analyze perceived and actual challenges regarding Town Center parking and recommend policy, process, and implementation strategies to address those challenges. City Council prioritized six areas of analysis to explore during this study. Those areas and sample potential questions include:

- **Parking Supply** – What is the current supply of on-street and off-street parking? Are there opportunities to increase on-street parking capacity (e.g. add angled or parallel parking, etc.)?
- **Parking Usage** – What is the current and future demand for Town Center parking? How do different user groups currently use Town Center parking? To what extent can we change user behavior to better optimize parking supply and use?
- **Parking Regulations** – What are gaps or opportunities for improvement in municipal code regulating parking? How can we streamline the current range of parking requirements allowed in the code? How can we update regulatory authority to better enforce parking regulations? Do we have options for increasing/regulating use of multi-family residential parking in the Town Center?
- **Parking Management** – How is our parking management program running currently? Where do we need to improve (e.g. opportunities for cost recovery, expanded enforcement, etc.)? What are best practices for parking zone limits?
- **Wayfinding** – How can we improve signage and other wayfinding to communicate parking options throughout Town Center?
- **Town Center Activation** – Are there opportunities to repurpose parking supply to activate Town Center and support local businesses in different ways (e.g. parklet cafes, pop-up retail, etc.)? How can we improve municipal code to enable these types of opportunities?

Research questions and other study needs related to the areas of analysis will be finalized upon consultant selection.

## SCOPE OF WORK

The following is a preliminary scope of work that may be modified during the contract negotiations with the selected consultant.

**Geographic Area:** The Town Center zone occupies 76-acres on the North End of Mercer Island. For this study, consultants should focus on the defined Town Center zone when studying all six areas of analysis. Additionally, when studying the permit parking program (i.e. Parking Management), we are also interested in studying the North Mercer Restricted Parking District, which is located outside of the official Town Center boundary but where permit parking is also located. The exact geographic area covered by the study will be finalized upon consultant selection.

**Document Review:** Consultants should be familiar with the following City documents and studies.

- [Mercer Island Town Center Vision and Goals \(Comprehensive Plan\)](#)
- [Town Center Parking Requirements \(MICC 19.11.130\)](#)
- [Parking Lot Dimension Requirements \(MICC 19 Appendix A\)](#)
- [2016 Town Center Parking Study \(conducted by BERK Consulting\)](#)
- [2015 Park and Ride Survey \(conducted by BP Squared\)](#)
- [2020 Mercer Island Business Survey Report \(conducted by Hardwick Research\)](#)

**Project Management:** The selected consultant is expected to provide project management services in close consultation with the City's project manager, including ensuring the project remains on schedule and within budget.

**Stakeholder Engagement & Public Input:** The consultant will develop and facilitate a public involvement plan to engage key stakeholders such as Town Center business owners, property managers/owners, and customers as well as the general Mercer Island public. Outreach tools may include social media, on-site surveying, one-on-one interviews, focus groups, and meetings with advisory boards and the City Council. There may also be opportunity to leverage other survey data collected concurrently with this study.

**Supply & Demand Analysis:** The consultant will update inventory and usage data for on-street and off-street parking to provide a better understanding of current trends and needs. Where feasible, the consultant will segment the inventory and the user groups to provide an accurate understanding of availability and usage.

**Regulatory Analysis & Recommendations:** The consultant will review current parking regulations outlined in the City code and other regulatory documents, identify gaps and areas for improvement, and recommend policy updates and/or development as part of the final report and implementation strategy.

**Final Report & Implementation Strategy:** The final report delivered by the consultant will include methodology, study findings, proposed recommendations, and potential implementation strategies. Where relevant, the City is interested in recommendations that consider opportunities for using technology and/or sustainable approaches for improving Town Center parking.

## PROJECT BUDGET

The current budget allocation for this project is \$80,000. Upon selection of a qualified consultant, the scope and fee will be negotiated.

## SUBMITTAL CONTENTS

Please provide the following in the submittal.

**Cover Letter/Statement of Interest:** Describe your interest in assisting the City in conducting the 2021/2022 Town Center Parking Study and commitment to provide the services described in the Scope of Work.

**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 no more than (3) three relevant and recent projects with similar scope and size that have been managed by the proposed project manager:

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

**Project Approach:** Please describe the project approach to preparing the 2021/2022 Town Center Parking Study, including the data collection methodologies and public participation techniques that will be relevant to this project. Please also include a high-level timeline that identifies major proposed tasks and products, resulting in an anticipated City Council acceptance by the end of 2022. Firms should be prepared to outline the methodology used in previous projects and how they will meet the deadlines outlined in the Proposed Timeline below.

**Disclosure of Conflict and 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.

**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 published close date, provided notification is received in writing to the Project Manager listed on this RFP. Submittals cannot be withdrawn after the published close date.

## EVALUATION CRITERIA

A selection committee comprised of City staff and City Councilmembers will evaluate submittals using the following criteria.

**Project Understanding:** Demonstrate thorough understanding of the project scope; how the team plans to address the challenges of the community; and the team's unique qualities as they relate to the project.

**Team Description:** Provide 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.

**Key Team Member Resumes:** Demonstrate the team’s strengths and unique qualities as well as that the team design meets the needs of this project.

**Project Schedule/Deadlines:** Demonstrate the ability of the team to meet the proposed project schedule, including assigned staff availability.

**Relevant Project Experience:** Demonstrate relevant experience with projects of similar scope and size.

**Methodology:** Demonstrate a comprehensive understanding of this project; the ability to engage the City and the project’s stakeholders in an open public process; and a sound approach that will meet the Proposed Timeline.

The City of Mercer Island reserves the right to reject any or all qualification packages received and to waive any irregularities or information in the evaluation process. The final selection is the sole decision of the City of Mercer Island, and the respondents to this formal request have no appeal rights or procedures guaranteed to them.

### **SELECTION PROCESS**

All responses to this request will be screened for eligibility. If there is insufficient information, the City reserves the right to request additional information and conduct reference checks. A selection committee will rate eligible responses according to the evaluation criteria and, if relevant, invite firms to interview. Staff anticipate finalizing the selection process and awarding a contract in November 2021.

This solicitation does not obligate the City to award a contract to any respondent. At its option, the City reserves the right to waive as informality any irregularities in proposals and/or to reject any or all proposals.

### **PROPOSED TIMELINE**

- RFP Release: August 5, 2021
- Deadline for questions: August 16, 2021, at 3pm PST
- City response to questions: August 20, 2021
- RFP proposal due: September 9, 2021, at 3pm PST
- Notify short listed firms: September 20, 2021
- Interview short listed firms: October 2021
- Contract awarded: November 2021
- Target project kick-off: December 2021
- Target project completion: 2022

**Agreement Form:** The consultant selected by the City will negotiate a scope and fee schedule and enter into an agreement using the City’s standard professional services agreement (Exhibit A). Consultants that submit proposals are expected to be able to meet the terms contained in the form.

**Business License:** Provide a statement to the effect that the respondent understands and agrees to obtain a City of Mercer Island business license as a requirement for performing these services. Find more information about business licenses at [www.mercerisland.gov/finance/page/business-licenses-0](http://www.mercerisland.gov/finance/page/business-licenses-0).

**SUBMITTAL FORMAT AND DEADLINE**

Submittals will be accepted until 3pm PST on Tuesday, September 7, 2021. Due to the COVID-19 pandemic and temporary closure of the Mercer Island City Hall building, all submittals will only be accepted via electronic transmission. Submit a PDF of your qualification package to [publicworks@mercerisland.gov](mailto:publicworks@mercerisland.gov) with title: 2021/2022 Town Center Parking Study.

Please Limit submittals to 10 pages using at least 10pt font (not including resumes and cover letter).

It is the obligation and responsibility of the Consultant to learn of addendums, responses, or notices issued by the City relative to this RFP. These will be posted on the City website at [www.mercerisland.gov/rfps](http://www.mercerisland.gov/rfps).

**ADDITIONAL INFORMATION**

Submit questions related to this RFP via e-mail by 3pm PST on Monday, August 16, 2021, to:

**Sarah Bluvas, Economic Development Coordinator**  
[Sarah.bluvas@mercerisland.gov](mailto:Sarah.bluvas@mercerisland.gov)

Staff will compile questions received by the deadline and send responses by August 20, 2021. Any e-mail communications will be considered unofficial and non-binding on the City.

**AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION**

This material can be made available in an alternate format by calling 206-275-7839.

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.



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

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

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

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

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

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

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

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

### **VII. HOLD HARMLESS**

- A. Consultant shall protect, indemnify and save harmless the City, its officers, elected officials, agents, volunteers and employees from any and all costs, claims, judgments or awards of damages (including costs and attorney fees), arising out of or in any way resulting from the acts, errors or omissions of Consultant, its officers, employees and agents in performing this Agreement. However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily



injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the Public Entity, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. Consultant waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated by the parties. Consultant's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs.

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

### **VIII. INSURANCE**

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

furnish the City with original certificates and a copy of the amendatory endorsements, including without limitation the additional insured endorsement evidencing the insurance requirement of the Consultant before commencement of the Services. Consultant's failure to maintain such insurance policies as required shall constitute a material breach of this Agreement, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

C. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

D. The Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available in law or in equity.

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

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

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

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

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

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

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

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

**XIII. GENERAL PROVISIONS**

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

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

**CONSULTANT:**

**CITY:**

**CITY OF MERCER ISLAND**

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

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

Name:  
Title:

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

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

Staff name Sarah Bluvas  
Staff phone # 206.275.7864

Address:

Approved as to form:

Phone:

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