

**Request for Qualifications**  
**For**  
**Inspection Services**  
**For**  
**The Kirkland Local Source Control Program**  
**Job #16-16-PW**  
**For**  
**The City of Kirkland, Washington**  
**March 16, 2014**

The City of Kirkland, Washington invites individuals and firms (hereinafter referred to as the "Offeror") to submit Qualifications to provide inspection services for Kirkland's Local Source Control Program.

**Dates/Times:**

All Statements of Qualifications must be received no later than **March 31, 2016 at 11:00 AM** Pacific Time.

Qualifications titled "Kirkland Local Source Control Program Inspection Program" may be submitted as an email attached in PDF or MS Word format to Purchasing Services at [purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov). **Note:** Emailed submittals must be sent **only** to the Purchasing Services email address and copies are not to be emailed to other City employees. Faxed submittals or submittals provided as Zip files will not be accepted.

If not submitted as an email attachment, two (2) bound double-sided originals and 1 CD in PDF or MS Word format of the Statement of Qualifications must be mailed or delivered to:

**City of Kirkland**  
**Attention Purchasing Agent, Job #16-16-PW**  
**123 5<sup>th</sup> Avenue**  
**Kirkland, WA 98033**

The City is committed to reducing costs and facilitating quicker communication by using electronic means to convey information. Those interested in submitting a Statement of Qualifications are encouraged to provide contact information to Barry Scott, Purchasing Agent, at [bscott@kirklandwa.gov](mailto:bscott@kirklandwa.gov). Providing contact information will allow the City to provide notification if an addendum to the RFQ is issued or the RFQ is cancelled. Those who choose not to provide contact information are solely responsible for checking the City's website for any issued addenda or a notice of cancellation.

The City of Kirkland (hereinafter referred to as the "City" or the "Owner") reserves the right to reject any or all submittals, or to withhold the selection of firms for any reason it may determine, or to waive or decline irregularities in any submittal.

Interpretation or corrections of the RFQ documents will be made only by written addendum, which will be mailed or delivered via e-mail to each Offeror on record. The City is not responsible for any other explanations or interpretations of the RFQ and/or RFQ documents.

**Contact:**

For additional information about this RFQ or any other aspect of the selection process or the project in general, please contact via e-mail:

**Name:** Ms. Jenny Gaus, PE CSM  
**E-Mail:** [jgaus@kirklandwa.gov](mailto:jgaus@kirklandwa.gov)

Absolutely no communication shall occur regarding this RFQ, including requests for information, or speculation between the Offerors or any of their individual members and any City elected official or employee other than those named above. Failure to comply with this provision may result in Offeror's proposal being removed from consideration.

Offerors shall submit written questions no later than March 24<sup>th</sup>, 2016 at 2:00 PM Pacific Time.

**1 Overview:**

**A. Project Introduction:**

The City of Kirkland has entered into a second contract with the Washington State Department of Ecology's Local Source Control Program to continue providing technical assistance inspections and outreach to small businesses within the City. The purpose of the visits is to reduce or eliminate hazardous waste and pollutants at their source, thus preventing their discharge to urban waters of the State.

Source control addresses pollution at the source. Source control uses pollution-prevention techniques and best management practices (BMPs) to prevent, control, and treat contaminants before pollutants enter the environment.

The Local Source Control (LSC) Specialists of the Department of Ecology Local Source Control Partnership use their technical knowledge to help small businesses stop pollution before it starts. Medium and large-quantity generators of dangerous waste in Washington have had access to Pollution Prevention technical assistance for almost 20 years.

Historically, most small businesses have had little access to dangerous-waste handling, disposal, or BMP expertise. The LSC Specialists provide this expertise to help small businesses identify and implement best pollution-prevention techniques and practices. The application of pollution-prevention techniques and BMPs can save small businesses money and conserve resources, too.

**B. Budget:**

The project consultant budget is a total of \$118,000 for technical assistance visits, as noted in Attachment A.

**C. Schedule:**

All work on this project must be complete by **December 31, 2017**. An approximate schedule is as follows:

Under contract:

Technical assistance inspections complete: July 31, 2017

Reporting and documentation Complete: August 31, 2017

**D. Scope of Work and Deliverables:**

Work shall be conducted per Kirkland's Contract with the Department of Ecology – Attachment A to this Request for Qualifications. In summary, the scope of work and deliverables for this project, are as follows:

- Conduct 150 Local Source Control Technical Assistance Visits per the terms of Attachment A spread between the Moss Bay and Forbes Creek watersheds in Kirkland.
- Complete reporting and recordkeeping of all activities. Complete site visit forms, correspondence and email, and other communication between contractor and business will be transferred to City 7 days after compliance is reached.
- Bi-monthly (at-least) meetings at City Hall to discuss progress and/or issues with business visits.
- Attend trainings and networking events sponsored by the Washington State Department of Ecology as part of the Local Source Control Program. An approximate listing of these events is included as Attachment B (this list is subject to change).
- Participate in Ecology training and networking events
- Participate in database application field testing

Attachment A contains full details and constitutes the full scope for this project.

## **2 Qualification Submission Requirements**

All submittals must be in accordance with the requirements set forth in this RFQ. The Statement of Qualifications shall not exceed five (5) pages double-sided (a total of 10 single sheets). The front cover, the back cover, a maximum two-page cover letter, stock project examples and resumes may be in addition to the 5-page limit. The proposal format will be at the firm's discretion, but the city encourages respondents to consider text-based proposals that minimize time and costs of preparation. Proposals must include the following items:

- Project Approach:
  - a) Work Plan: Describe the sequential tasks to be used to accomplish this project. Indicate all key deliverables and their contents.
  - b) Project Organization and Staffing: Describe the approach and methods for managing the project. Provide an organization chart showing all proposed team members.

Describe the responsibilities of each person on the project team. Identify the Project Director and/or Manager and the key contact person for the City.

- c) Include resumes of each member of the project team. List the portion of the work to be subcontracted and information describing the qualification and relative experience of any proposed subcontractors. Include a list of information required or tasks to be completed by City staff.
- d) Project Schedule: Provide a schedule for completing each task in the Scope of Work, including deadlines for preparing project deliverables. Demonstrate your team's ability to perform the work requested within an established budget and schedule.

- Related Experience: Describe recent (within the last four (4) years), directly related experience. Include the name of the client, description of the work done, address and telephone number, dates of the project and the name of the project director. At least two references should be included. For each reference indicate the reference's name, organization, title, complete mailing address and telephone number. The City reserves the right to contact any organizations or individuals listed.

- Statement of Experience: The consultant is required to provide evidence of experience in working with

- public agencies
- understanding of hazardous waste regulations and resources for small quantity generators
- environmental compliance inspections of small businesses
- public education and outreach experience
- working with businesses whom speak English as a Second Language (ESL)

The experience listed must be that which was performed by the consultant's staff and/or team's staff that will be assigned to this project. The City will be focusing on the experience of the Lead Consultant/Project Manager who will be assigned to this project. Specify the percentage of that the Lead Consultant/Project Manager would be allocated to this project. The submittal shall also identify other projects the proposed Lead Consultant/Project Manager will be committed to during the same timeline.

- Signature: Submittal must be signed by an individual with the appropriate contracting authority for the firm.

### **3 Final Selection Procedures**

After proposals have been received and reviewed by the Selection Committee, the highest ranked firms will be notified and invited to participate in a final selection phase. It is intended that this phase will include the following steps:

#### **A. Notification:**

E-mail notification of top ranked firms.

**B. Interview/Presentation:**

A 1-hour interview/presentation period will be scheduled and conducted with the Selection Committee at Kirkland City Hall. The firm will be given 15 minutes for presentation. The remaining time will be reserved by the Selection Committee for questions.

**C. Final Ranking:**

After the interviews are completed, the Selection Committee will rank the firms interviewed. The proposal and the interview/presentation will be weighted equally and scored as follows:

<b>Criteria</b>	<b>Points</b>
➤ Project Approach	0-20
➤ Related Experience of Project Team	0-20
➤ Expertise of Key Staff	0-20
➤ Response of references	0-10
➤ Interview/Presentation	0-20
➤ Ability to meet time schedule	<u>0-10</u>
<b>Maximum Points</b>	<b>100</b>

**D. Negotiation/Scope Development:**

The top ranked firm will be notified in writing and will be asked to meet and submit their prospective scope of services and fee estimate.

If, after negotiation and consideration, the City is unable to reach an acceptable agreement with the top-ranked firm, they will terminate negotiations with the top ranked firm and, at their soled discretion, may: enter into negotiations with the second ranked firm; withhold the award for any reason; elect not to proceed with any of the proponents; or re-solicit new Qualifications.

**E. Final Selection:**

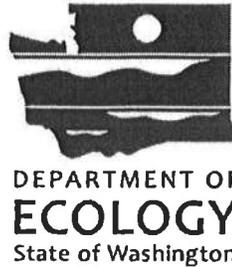
Once the City reaches an agreement that it finds acceptable with a preferred engineering consulting firm, the Selection Committee will then make a recommendation to the Public Works Director whose decision will be final.

**F. Contract:**

It is expected that a City of Kirkland Professional Services Contract will be executed. A sample agreement is provided as Attachment C.

**G. Debarment and Suspension:**

By signing their submittal, the applicant certifies that neither the firm nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.



**IAA No. C1600107**

**INTERAGENCY AGREEMENT (IAA)**

**BETWEEN**

**THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY**

**AND**

**CITY OF KIRKLAND**

**THIS INTERAGENCY AGREEMENT** ("Agreement" or "IAA") is made and entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and the CITY OF KIRKLAND hereinafter referred to as the "CONTRACTOR," pursuant to the authority granted by Chapter 39.34 RCW.

**THE PURPOSE OF THIS AGREEMENT** is to provide funding for the CONTRACTOR to hire "Local Source Control" (LSC) specialist(s) who will provide technical assistance and education outreach to small businesses in an effort to prevent pollution of waters of the state. The LSC specialist will make referrals to ECOLOGY as needed, and report measurable environmental results.

**WHEREAS**, the source of funds for this IAA is Federal funding is through the National Estuary Program (NEP) – Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program, Catalog of Federal Domestic Assistance Number 66.123, PC-00J89901-1.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**1) STATEMENT OF WORK**

CONTRACTOR shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Appendix A, attached hereto and incorporated herein. Appendix C, Special Terms and Conditions, contains additional contract language in support of this work.

**2) PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this IAA shall commence on **January 1, 2016**, and be completed by **December 31, 2017**, unless terminated sooner as provided herein. Amendments extending the period of performance, if any, shall be at the sole discretion of ECOLOGY.

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### 3) COMPENSATION

Compensation for the work provided in accordance with this IAA has been established under the terms of RCW 39.34.130 and RCW 39.26.180(3). This is a performance-based contract, in which payment is based on the successful completion of expected deliverables.

The parties have determined that the cost of accomplishing the work identified herein will not exceed **\$118,000.00**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree via an amendment to a higher amount. Compensation for services shall be based on the terms and tasks set forth in Appendix A, Statement of Work and Appendix B, Invoice & Budget Detail. ECOLOGY will not make payment until it has reviewed and accepted the completed work.

Travel expenses for state and federally funded partners (meals, lodging, mileage) will be reimbursed according to current state rates at the time of travel (see: <http://www.ofm.wa.gov/resources/travel.asp>). Any purchases of travel, equipment or goods and services over \$1,000.00 must be pre-approved by the LSC Program Coordinator.

This agreement does not have an indirect rate.

### 4) BILLING AND PAYMENT PROCEDURE

Payment requests shall be submitted on state form, Invoice Voucher A19-1A with completed Appendix B template and other supporting documentation. Invoices shall describe and document to ECOLOGY's satisfaction a description of the work performed, the progress of the work, and related fees. Each invoice voucher shall reference the Agreement (IAA) number and clearly identify those items that relate to performance under this Agreement. Payment will be made within thirty (30) days of a properly completed invoice (form A19-1A) with supportive documentation. All expenses invoiced shall be supported with copies of invoices paid.

Invoices are to be sent to:

State of Washington Department of Ecology Attn: Peggy Morgan, HWTR Program P.O. Box 47600 Olympia, WA 98504-7600
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Payment requests may be submitted on a **quarterly** basis or at the completion of the work. Upon expiration of this Agreement, any claim for payment not already made shall be submitted to ECOLOGY within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

Payment will be issued through Washington State's Department of Enterprise Services Statewide Payee Desk. To receive payment you must be registered as a state-wide vendor. To register submit a state-wide vendor registration form and an IRS W-9 form at website,

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<http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. If you have questions about the vendor registration process you can contact DES at the Payee Help Desk at (360) 407-8180 or email [payeehelpdesk@des.wa.gov](mailto:payeehelpdesk@des.wa.gov).

#### **5) ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

#### **6) ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

#### **7) ASSURANCES**

Parties to this Agreement agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

#### **8) CONFORMANCE**

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### **9) DISPUTES**

Parties to this Agreement shall employ every effort to resolve a dispute themselves without resorting to litigation. In the event that a dispute arises under this Agreement that cannot be resolved among the parties, it shall be determined by a Dispute Board in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules, and then make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto, unless restricted by law. The cost of resolution will be borne by each party paying its own cost. As an alternative to this process, if state agencies, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control. The parties may mutually agree to a different dispute resolution process.

#### **10) FUNDING AVAILABILITY**

ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, for convenience or to renegotiate the agreement subject to new funding limitations and conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification restrictions.

#### **11) GOVERNING LAW AND VENUE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

## **12) INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

## **13) ORDER OF PRECEDENCE**

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable federal and state of Washington statutes, regulations, and rules.
- b. Mutually agreed upon written amendments to this Agreement.
- c. This Agreement.
- d. Statement of Work and Budget.
- e. Any other provisions of this Agreement, including materials incorporated by reference.

## **14) RECORDS MAINTENANCE**

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of this Agreement and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties subject to state public disclosure laws.

## **15) RESPONSIBILITIES OF THE PARTIES**

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this agreement.

## **16) RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by state of Washington, ECOLOGY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

## **17) SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without

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the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

**18) SUBCONTRACTORS**

CONTRACTOR agrees to take complete responsibility for all actions of any Subcontractor used under this Agreement for the performance. When federal funding is involved there will be additional subcontractor requirements and reporting.

Prior to performance, all subcontractor who will be performing services under this Agreement must be identified, including their name, the nature of services to be performed, address, telephone, WA State Department of Revenue Registration Tax number (UBI), federal tax identification number (TIN), and anticipated dollar value of each subcontract. Provide such information to ECOLOGY's agreement manager.

**19) TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

**20) TERMINATION FOR CONVENIENCE**

Either party may terminate this Agreement upon thirty (30) days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**21) WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a written amendment to this Agreement signed by an authorized representative of the parties.

**22) AGREEMENT MANAGEMENT**

The representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The ECOLOGY Representative is:	The CONTRACTOR Representative is:
Name: Peggy Morgan, HWTR Address: PO Box 47600 Olympia, WA 98504-7600 Phone: (360) 407-6739 Email: pmor461@ecy.wa.gov Fax: (360) 407-6715	Name: Jenny Gaus Address: 123 5 <sup>th</sup> Avenue Kirkland, WA 98033 Phone: 425-587-3850 Email: jgaus@kirklandwa.gov Fax:

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**23) ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

IN WITNESS WHEREOF, the parties hereto, having read this Contract in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

**State of Washington  
Department of Ecology  
By:**

*Polly Zehm*      12/30/15  
Signature                      Date

\_\_\_\_\_  
Polly Zehm

\_\_\_\_\_  
Deputy Director

**City of Kirkland**

**By:**

*Marilynne Beard*      12/18/15  
Signature                      Date

\_\_\_\_\_  
Marilynne Beard

*Deputy City Manager*  
Title:

Approved as to form:  
Attorney General's Office

**APPENDIX C  
SPECIAL TERMS AND CONDITIONS**

1) Federal Funding Accountability And Transparency Act (FFATA) Reporting Requirements

CONTRACTOR/RECIPIENT must complete the attached FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

ECOLOGY will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. ECOLOGY is required to report the FFATA information for federally funded agreements, including the required DUNS number, at [www.fsrs.gov](http://www.fsrs.gov) within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov).

For more details on FFATA requirements, see [www.fsrs.gov](http://www.fsrs.gov).

2) Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion

- a) CONTRACTOR, by signing this agreement, 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. If the CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
- b) CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- c) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
- d) CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- e) CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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- f) Pursuant to 2CFR180.330, the CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
  - g) CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
  - h) CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier CONTRACTORS or subcontractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.
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## Local Source Control Partnership, National Estuary Program Funds

### Appendix A, Statement of Work, IAA # C1600107 CITY OF KIRKLAND

#### I. Introduction

This appendix provides the 'Statement of Work' in support of the 2016 contract for the Local Source Control (LSC) Partnership, funded by the federal National Estuary Program, which is overseen by the Washington Department of Ecology (Ecology) Hazardous Waste and Toxics Reduction Program.

The goal of the LSC Partnership is to provide hands-on pollution prevention advice and regulatory assistance to businesses and other organizations that generate small quantities of dangerous waste. By helping business owners do their part, we also help prevent polluted runoff from damaging Washington's streams, rivers, and the Puget Sound.

The LSC work is expected to fall within these general proportions:

- 70-75% technical assistance visits (see Sections III and IV)
- 15-20% unique program elements (see Section II)
- 10% networking/training (see Section V)

Key staff and their roles are identified in Table 1.

**Table 1: Key Staff**

Staff Name	Estimated FTE	Role
Jenny Gaus	0.0*	Manager/Supervisor
Ryeann-Marie Tuomisto	0.0*	Project Lead
ECOSS (John Loyd)	0.25	Sub-contractor/LSC Specialist
ECOSS (to be determined - TBD)	0.25	Sub-contractor/LSC Specialist

*Note: \*City of Kirkland staff will not charge time to the contract*

#### II. Unique Program Elements

Contractor unique elements for the LSC program are outlined in Table 2.

**Table 2: Unique Program Elements**

Program Element	Deliverable(s)	Timeframe
Database App -- Field Testing	Purchase and implement	January 2016- December 2017

### III. Technical Assistance Visits

The contractor will conduct technical assistance visits to small generators of dangerous wastes, and to businesses or organizations that have the potential to pollute stormwater. Depending upon a jurisdiction's conditions, approximately 60% of the visits will be initial (i.e., small businesses or organizations that have never been visited, or have not received a LSC visit within two or more years). The balance of visits will be return visits to resolve high priority environmental issues; see Table 3.

**Table 3: Technical Assistance Visits**

Visit Type	Number
Target for Initial Visits	90
Follow-up/Return Visits	60
<b>Total Visits</b>	<b>150</b>

Business sectors, organizations, waste streams, and/or regions that will provide a focus for this contract's technical assistance visits are listed in Table 4.

**Table 4: Technical Assistance Targets**

Target	Rationale	Timeframe
Forbes Drainage Basin	Continue with geographic approach	January 2016- December 2017
Moss Creek Drainage Basin	Additional geographic area	January 2016- December 2017
<i>Note: City of Kirkland will visit a wide variety of small quantity generators within the targeted geographic areas</i>		

#### High Priority Environmental Issues

The following are Ecology's nine high priority environmental issues. When found to be non-compliant to these issues, a return visit to a business is justified. Return visits for other issues are at the discretion of the jurisdiction.

- **Hazardous Waste**
  1. Properly designate waste
  2. Properly dispose of waste
  3. Properly store products/wastes
  4. Repair or replace degraded open chemical containers
- **Stormwater**
  5. Correct illegal plumbing connection
  6. Halt discharges of process wastewaters to storm drain
  7. Properly store containerized materials
  8. Properly store non-containerized materials
  9. Clean and eliminate leaks and spills from storage areas

When unable to resolve high priority environmental issues, the LSC Specialists are to follow Ecology's referral policy, outlined in the 'LSC Referral Sheets' (available on the LSC SharePoint site, updated 6/30/2015).

In addition, Ecology may direct a portion of technical assistance visits toward specific priority sources or contaminants.

**Visit Guidance**

The following guidance applies to technical assistance visits, unless otherwise discussed with Ecology:

- Coordinate with respective Ecology Regional Offices to ensure that:
  - Business is not a Medium or Large Quantity (dangerous waste) Generator
  - Business is not currently being visited by other Source Control or Urban Waters staff
- Research site and issues prior to the visit using a combination of data sources
- Provide technical assistance on waste and toxics reduction, storage, disposal, spill prevention, and pollution prevention
- Provide written follow-up via correspondence or e-mail to document the results of an initial site visit
- Coordinate and collaborate with Ecology technical staff and other partner agencies when developing technical assistance messages and outreach materials
- Coordinate, when applicable, with fire marshal, code enforcement, stormwater, wastewater treatment, and moderate risk waste staff
- When complaints arise from hazardous waste generators, coordinate with local jurisdictions and Ecology Regional Offices in a timely manner (i.e., within one week)
- Encourage businesses to participate in local green business programs, such as the EnviroStars business certification program (<http://envirostars.org/>)

When unique outreach or educational materials are developed by your jurisdiction, provide a copy of such materials to Ecology within 30 days of completion of the piece.

**IV. LSC Checklist & Database**

Information gathered during technical assistance visits must align with the LSC checklist (v4.0.3, dated 12/18/2012) and be entered into the LSC database, which is managed and maintained by Ecology. The following guidance applies to all technical assistance visits, unless otherwise discussed with Ecology:

- Complete a LSC checklist for each site visit and enter it into Ecology's LSC database within 15 work days of the visit for initial, return, or screening visits, or referrals to a regulatory agency
- Ensure that data entry is thorough, complete, and accurate
- Refer to the LSC database instructions, or contact Ecology support staff, for assistance with database entry and reporting
- Maintain the original checklist documents for purposes of public disclosure requests and as historic records, and in accordance with local and state public disclosure laws

## V. Training

Ecology provides training to LSC partners to ensure that new staff are properly trained and supported, and that experienced staff are exposed to new information and have opportunities to share their expertise for the benefit of the LSC Partnership. The following types of training are provided, and Table 5 contains an annual training schedule.

### **New Staff Mentoring and Training**

New LSC Specialists are provided a variety of training support from Ecology staff and from experienced LSC Specialists, as assigned by Ecology. Details of the trainings, briefly outlined below, are available in the LSC SharePoint 'New Specialists' tab.

#### **1. SharePoint 'New Specialists' Resources**

The LSC SharePoint site contains a presentation and self-test for new LSC Specialists. A new hire shall complete the self-test and presentation review within the first two weeks of work as a LSC Specialist.

#### **2. Field Mentoring & Training Review**

Ecology will assign an experienced LSC Specialist as a mentor to provide field training and support to a new hire; this will be set-up within the first two weeks of work for the new hire.

Field mentoring will involve a series of accompanied field visits designed by the mentor and Ecology staff to support the needs of the new hire. This training will take place over three months. When the mentor and new hire deem they are ready, an Ecology staff will administer a field training/test. This will involve the new hire and Ecology staff spending a day conducting technical assistance visits, and reviewing specific information on hazardous and dangerous wastes, other types of wastes, spills prevention, storm water pollution prevention, and hazard / toxics reduction opportunities.

Ecology staff, along with the mentor, will determine when field training is complete and the new LSC Specialist is ready to conduct technical assistance visits on their own.

#### **3. In-person New Staff Training**

A new staff In-person training will be offered the second Wednesday and Thursday in December. This training will be planned and conducted by Ecology staff and experienced LSC Specialists.

Topics for the in-person training may include the following:

- SharePoint Orientation
- Checklist & Database Basics
- Waste & Stormwater Overviews
- Technical Assistance Visits
- Health & Safety
- Toxics Reduction Opportunities
- Customer Service
- LSC Internal Resources

### **In-person Trainings**

The In-person Trainings for all staff will be planned and conducted by teams of three to four LSC Specialists from at least two to three LSC partners. Training topics are intended to help new LSC staff become more competent in their work, and experienced staff to gain greater technical depth on relevant topics. Ecology staff will help define and schedule the teams, review agendas, and provide support for planning and logistics.

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**Schedule:** Held the second Wednesday in September, March and June, these are typically scheduled between 9 a.m. and 3:30 p.m. with overnight travel allowed for jurisdictions that need the extra time to attend the trainings.

**Attendance Requirement:** Mandatory for at least one LSC Specialist who is responsible for disseminating information back to the LSC Specialists from that jurisdiction; LSC managers are welcome but not required to attend. Ecology staff must approve absences (non-emergency) at least two weeks prior. No training substitutions (i.e., HAZWOPER, conferences) are allowed for the In-person Training.

**WebEx Trainings**

Ecology will plan and conduct WebEx trainings during the months that do not have In-person Trainings. These sessions are intended to expose LSC Specialists to new information or technical topics relevant to their work. Suggestions on topics and speakers are welcomed from LSC partners.

**Schedule:** These are one and a half hour sessions, held on a second Wednesday of the month, except during the months when In-person Trainings are held. Up to six WebEx Trainings will be scheduled each year.

**Attendance Requirement:** Mandatory for at least one LSC Specialist from each partner to attend at least four of the six WebEx Trainings each year.

Another type of training that is relevant to LSC specialists' work may be substituted for up to two of the six WebEx Trainings. Notification of the substitution must be provided to Ecology at least two weeks in advance of the WebEx Training.

**Table 5: Annual Training Schedule (beginning January 1, 2016)**

<b>January</b> No LSC training	<b>February</b> 2 <sup>nd</sup> Wed, WebEx	<b>March</b> 2 <sup>nd</sup> Wed, In-person	<b>April</b> 2 <sup>nd</sup> Wed, WebEx
<b>May</b> 2 <sup>nd</sup> Wed, WebEx	<b>June</b> 2 <sup>nd</sup> Wed, In-person	<b>July</b> No LSC training	<b>August</b> 2 <sup>nd</sup> Wed, WebEx
<b>September</b> 2 <sup>nd</sup> or 3 <sup>rd</sup> Wed, In-person (due to school schedules)	<b>October</b> 2 <sup>nd</sup> Wed, WebEx	<b>November</b> 2 <sup>nd</sup> or 3 <sup>rd</sup> Wed, WebEx (due to Veterans' Day)	<b>December</b> 2 <sup>nd</sup> Wed & Thurs, New Staff In-person

**VI. Reporting and Contract Changes**

The quarterly Financial and Ecosystem Accounting Tracking System (FEATS) report will be due to Ecology within one (1) week of the request.

An annual report, briefly summarizing contract status (e.g., site visits, unique elements, budget) and providing information on shortfalls shall be provided to Ecology by July 31, 2016 and July 31, 2017. The report shall include two to three 'case studies' of a business or organization that benefitted from the LSC site visits or education/outreach, with a few photos of the business or activities.

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Any of the following changes shall be reported to the LSC Program Coordinator within 10 business days:

- Key personnel changes (staff leaving, new hires, etc.)
- Any potential program, contract, or small business client problems and resolutions
- Initiation of or changes to a subcontract

## VII. Invoicing

Invoice (billing) procedures are outlined in the Interagency Agreement (IAA), to which this document is an appendix (see IAA Section 4). In addition to directions in the IAA, the following information is provided:

- Support documents may be submitted on a CD rather than as a paper copy.
- Quarterly invoicing will follow the schedule in Table 6.

**Table 6: Invoicing Schedule**

Quarter	Months	Due Date
1	January, February, March 2016	May 10, 2016
2	April, May, June 2016	August 10, 2016
3	July, August, September 2016	November 10, 2016
4	October, November, December 2016	February 10, 2017
5	January, February, March 2017	May 10, 2017
6	April, May, June 2017	August 10, 2017
7	July, August, September 2017	November 10, 2017
8	October, November, December 2017	February 10, 2018

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**APPENDIX B  
 INVOICE & BUDGET DETAIL**

Department of Ecology - Local Source Control Partnership *(updated 02/2015)*

Contractor:	City of Kirkland		IAA No:	C1600107	
Current Invoice Period: Qtr/YR:			Invoice No:		
	Current Invoice	Total Cumulative Invoices to-date*	Proposed Budget 2016-17	Remaining Budget	notes
Salaries				0.00	
Benefits				0.00	
Subcontracts			113,000.00	113,000.00	
Database App - Field Testing			5,000.00	5,000.00	
Goods & Services				0.00	
Equipment				0.00	
Travel / Training				0.00	
Subtotal Direct Costs	0.00	0.00	118,000.00	118,000.00	
Indirect Costs (@ Rate ___%)				0.00	No indirect rate applicable
<b>Total Costs</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 118,000.00</b>	<b>\$ 118,000.00</b>	

\*Total Cumulative includes current invoice amounts

Staff Name / Expense Description <i>(attach copy of internal record reflecting all staff paid through contract &amp; copy of each invoice paid)</i>	Salaries	Benefits	Subcontracts	Goods & Services	Equipment	Travel / Training	Indirect Costs
Subtotals	0	0	0	0	0	0	0
<b>Total = Current Invoice</b>	<b>\$ -</b>						

## Upcoming Meetings (from SharePoint Calendar, December 2015)

1/13/2016	No training
2/10/2016	WebEx Training: Peeved About PCBs – Impacts to Used Oil Collection Programs
Location	WebEx
Start Time	2/10/2016 10:30 AM
End Time	2/10/2016 12:00 PM
Description	Peeved About PCBs – Impacts to Used Oil Collection Programs Megan Warfield, Ecology W2R
3/9/2016	In-person Training
Location	Bellingham Technical College, 3028 Lindbergh Avenue, Bellingham, WA 98225-1599
Start Time	3/9/2016 9:00 AM
End Time	3/9/2016 3:30 PM
Description	Team: Bellingham, Whatcom, Skagit, Sedro-Woolley
4/13/2016	WebEx Training - Mercury Switches
Location	WebEx
Start Time	4/13/2016 10:30 AM
End Time	4/13/2016 12:00 PM
Description	Mercury Switches & Auto Wrecking Yards Jeffrey Gutschmidt, Ecology HWTR
5/11/2016	WebEx Training - Green Chemistry & Alternatives Assessment
Location	WebEx
Start Time	5/11/2016 10:30 AM
End Time	5/11/2016 12:00 PM
Description	Saskia VanBergen, Alex Stone, Ecology HWTR
6/8/2016	In-person Training
Location	TBD
Start Time	6/8/2016 12:00 AM
End Time	6/8/2016 11:59 PM
Description	Team: Snohomish, Bothell, Redmond, Kirkland



## PROFESSIONAL SERVICES AGREEMENT

Attachment C

Job Name and Number

The City of Kirkland, Washington, a municipal corporation ("City") and \_\_\_\_\_, whose address is \_\_\_\_\_ ("Consultant"), agree and contract 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 work performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid monthly 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 work not completed in a satisfactory manner until such time as Consultant modifies such work 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 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 work 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 contract 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 work. 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 contract 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.

**V. GENERAL ADMINISTRATION AND MANAGEMENT**

The \_\_\_\_\_ 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 estimated completion date for the Consultant's performance of the services specified in Section I is \_\_\_\_\_.

Consultant will diligently proceed with the work 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**

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 resulting from its negligence or breach of any of its obligations in performance of this Agreement.

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 purposes 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 written on 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 written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, 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.
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 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 and all Additional Insureds for this work 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 work.

**F. Occurrence Basis**

Any policy of required insurance shall be written on an occurrence basis.

**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 CONTRACTOR**

Consultant is and shall be at all times during the term of this Agreement an independent contractor 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 contractor. 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 contract. Any such work or services shall be considered as additional work, supplemental to this contract. Such work may include, but shall not be limited to, \_\_\_\_\_ . Additional work shall not proceed unless so authorized in writing by the City.

Authorized additional work will be compensated for in accordance with a written supplemental contract between the Consultant and the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT:

CITY OF KIRKLAND:

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

By: \_\_\_\_\_  
Marilynne Beard, Deputy City Manager

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

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