

Request for Qualifications
For
Inspection Services
For
The Kirkland Local Source Control Program
Job #16-14-PW
For
The City of Kirkland, Washington
January 27, 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 February 10th, 2014 at 11:00 AM Pacific Time.

Qualifications titled "Kirkland Local Source Control Program Inspection Services" may be submitted as an email attached in PDF or MS Word form to: purchasing@kirklandwa.gov. Note that 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 #16-14-PW
123 5th 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. 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

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 February 4th, 2014 at 2:00 PM Pacific Time.

1 Overview:

A. Project Introduction:

The City of Kirkland has entered into a contract with the Washington State Department of Ecology's Local Source Control Program to provide 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.

In addition to the source control visits described above, the project includes placement of storm drain markers on private property to notify businesses and visitors of the need to keep pollutants out of storm drains.

B. Budget:

The project consultant budget is a total of \$98,000; \$93,000 for technical assistance visits, and \$5,000 for placement of storm drain markers, as noted in Attachment A.

C. Schedule:

All work on this project must be complete by **June 30th, 2015**. An approximate schedule is as follows:

Under contract: February 28, 2014

Technical assistance inspections complete: May 31, 2015

Reporting and documentation Complete: June 30, 2015

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 125 Local Source Control Technical Assistance Visits per the terms of Attachment A spread between the Moss Bay, Yarrow Bay, and Forbes Creek watersheds in Kirkland.
- Complete reporting and recordkeeping of all activities
- 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).
- Place at least 100 storm drain markers on private property near high-risk businesses
- Participate in Ecology training and networking events

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

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:

Criteria	Points
➤ 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>
Maximum Points	100

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:

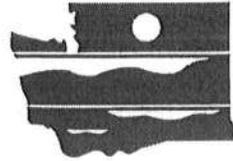
Once the City reaches an agreement that it finds acceptable with a preferred engineering consulting firm, the Selection Committee will then make a recommendation to the Public Works Director whose decision will be final.

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.



DEPARTMENT OF
ECOLOGY
State of Washington

IAA No. C1400154

INTERAGENCY AGREEMENT (IAA)

BETWEEN

THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

THE CITY OF KIRKLAND

THIS INTERAGENCY AGREEMENT 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.

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

The source of funds for this agreement is:

EPA Watershed Protection and Restoration grant

Catalog of Federal Domestic Assistance Number 66.123

Nearshore Estuary Program (NEP) Watershed Protection and Restoration grant PC-00J27601-0

Maximum Eligible Project Cost: \$98,000.00

As a Sub-Recipient of federal funds, the City of Kirkland shall comply with all applicable federal, State and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement as set forth in Attachment C, attached hereto, and incorporated herein.

THEREFORE, IT IS MUTUALLY AGREED THAT:

The CONTRACTOR will conduct multimedia source control site visits and pollution prevention activities to Conditionally Exempt Small Quantity Generator (CESQG) businesses that are designed to reduce or eliminate hazardous waste and pollutants at the source.

Ecology will coordinate this partnership through a Local Source Control Program Coordinator, and support collaborative efforts to protect and restore Puget Sound and the Spokane River Watershed.

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 Attachment A, and for federally-funded partners, Attachment C, attached hereto and incorporated herein.

2) PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this IAA shall commence on **January 1, 2014**, and be completed by **June 30, 2015**, unless terminated sooner as provided herein. Ecology reserves the right to review the contract after one year and adjust the scope of work and budget according to actual performance.

3) PAYMENT

Compensation for the work provided in accordance with this IAA has been established under the terms of RCW 39.34.130 and in accordance with Governor's Executive Order 10-07. 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 herein will not exceed Ninety Eight Thousand dollars (\$98,000). Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for services shall be based on the terms set forth in accordance with the tasks listed in Attachment A, Statement of Work and Attachment B, Invoice & Budget Detail, which is attached hereto and incorporated herein. ECOLOGY will not make payment until it has reviewed and accepted the completed work.

All travel expenses for state and federally funded partners (meals, lodging, mileage) will be reimbursed according to current state rates at the time of travel. www.ofm.wa.gov/resources/travel/colormap.pdf. Purchase of source control tools for distribution to CESQG businesses may not exceed \$2,500.00 for the 24-month contract period. Any purchases of equipment or goods over \$1,000 must be pre-approved by the LSC Program Coordinator.

4) OVERHEAD AND INDIRECT CHARGES

The indirect rate charged for work under this agreement cannot exceed the rate approved by Snohomish Health District's cognizant federal agency. If Snohomish Health District does not have an approved federal rate, indirect cannot be charged. Indirect must be in accordance with federal cost principles per Administrative Condition #1 on Attachment C. Indicate the rate in the cell provided on Attachment B, Invoice Detail.

5) BILLING PROCEDURE

CONTRACTOR shall submit quarterly invoices to ECOLOGY for payment, within 40 days following the end of the billing quarter using the state invoice voucher form A19-1A. All invoices are to be delivered to: Julia McHugh, HWTR, Dept of Ecology, PO Box 47600, Olympia, WA 98504-7600.

Each invoice shall reference the Agreement (IAA) number and clearly identify the items related to performance under this agreement. All expenses invoiced shall be supported with copies of invoices paid. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of fiscal year, whichever is earlier. Payment will be within 30 days of receipt of properly completed invoice.

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

6) AGREEMENT 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.

7) SUBCONTRACTORS

CONTRACTOR agrees to take complete responsibility for all actions of any Subcontractor used for the performances under this agreement.

Prior to performance, CONTRACTOR shall identify and notify the LSC Program Coordinator of the subcontractor(s) who will perform services in fulfillment of agreement requirements, 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.

8) 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.

9) DISPUTES

In the event that a dispute arises under this Agreement, 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 make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, 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.

10) GOVERNANCE AND PRECEDENCE

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.

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 written amendments to this Contract.
- c. Statement of Work and Budget.
- d. Any other provisions of the Agreement, including materials incorporated by reference.

11) 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.

12) 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 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.

13) 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 ECOLOGY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, websites, databases, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

14) 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 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.

15) TERMINATION

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.

16) 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, or renegotiate the agreement, subject to new funding limitations or 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.

17) 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

**Attachment A
FY2013-15
City of Kirkland
Statement of Work and Program Guidelines**

I. Contractor Scope of Work

The Contractor will conduct **125** technical assistance site visits to small quantity generator (SQG) businesses during the 2013-15 biennium.

If the partner jurisdiction will pursue a sector focus or particular local activity, describe below:

Sector Focus / Local Activity	Deliverable <i>(limit each description to one sentence)</i>
Yarrow Creek Watershed (36)	There are a total of 572 businesses likely to pollute across these 3 watersheds
Forbes Creek Watershed (227)	125 businesses will be chosen for visits based on location and coordination with other city activities including the annual pavement overlay, storm system cleaning and rehab, fats/oils/grease inspections, and private storm maintenance inspections
Moss Bay Watershed (309)	
Place Storm Drain Markers	Install 100 storm drain markers at catch-basins near businesses that have high pollution potential

Key Personnel (include Subcontractor(s) if applicable)

Staff	Estimated FTE	Role
Consultant - to be determined	0.25	Conduct source control visits and data management
Ryeann Marie Tuomisto	0.1	Project and consultant management
Jenny Gaus	0.05	Supervision

II. Work & Site Visit Allocation

Depending upon jurisdiction conditions, the Local Source Control Specialist (LSCS) work is expected to fall within these general proportions: 75% Site Visits, 15% Education & Outreach to businesses or business organizations, 10% Networking / Training.

Depending upon jurisdiction conditions, approximately 70% of the visits will be to new, 'never-visited' small businesses or those that have not received a LSC site visit in 3 or more years. The balance of visits are to be follow-up /return visits to resolve any High Priority Environmental Issues (HPEIs) found.

The following nine HPEIs, indicated on page 3, revised LSC Checklist v4.0.3, are Ecology's top priorities for follow-up visits to ensure correction of the problem. Other issues found on-site and subsequent follow-up are at the discretion of the local jurisdiction. When unable to resolve the business' HPEIs, LSCS are to follow Ecology's referral policy, outlined in the 'LSCP Contact and Referral Guide'.

- **Hazardous Waste**
 - Properly designate waste

- Properly dispose of waste
- Properly store products/wastes
- Repair or replace degraded open chemical containers
- **Stormwater**
 - Correct illegal plumbing connection
 - Halt discharges of process wastewaters to storm drain
 - Properly store containerized materials
 - Properly store non-containerized materials
 - Clean and eliminate leaks and spills from storage areas
- Ecology reserves the ability to direct a portion of business site visits towards specific priority sources or contaminants such as, but not limited to:
 - toxics in stormwater;
 - copper, mercury, lead, cadmium and / or zinc sources
 - vehicle repair, property management, paint & coatings, industrial operations, retail, marine, healthcare, agriculture, governmental operations, hospitality, school districts
 - sources of persistent, bioaccumulative and toxic contaminants (PBTs), such as Abandoned/Bankrupt sites or outdoor operational washing activities
 - Safer Chemistry Challenge Program
 - LEAN for Small Quantity Generators (maximize customer value while minimizing waste; create more value for customers with fewer resources)
 - provide UIC Program information to business owners on the use of UIC wells. This would include providing a UIC Program fact sheet and a paper copy of the Industrial/Commercial UIC registration form provided by Ecology.

III. Site Visit Requirements

- Coordinate with respective Ecology Regional Offices on an ongoing basis to ensure that businesses are not being visited by other Source Control or Urban Waters staff, and that the business is not a Medium or Large Quantity Generator.
- Provide technical assistance on waste and toxics reduction, storage, and disposal, and pollution prevention during on-site visits and follow-up contact. Follow-up assistance and general business outreach may be letters to or phone consultations with individual businesses, meetings, publications, newsletters, workshops, providing internet resources, and other forms of technical information distribution.
- Coordinate and collaborate when developing technical assistance messages and outreach materials and resources with Ecology technical staff and other internal local government personnel or functions such as fire marshal, code enforcement, storm water, wastewater treatment plant, and moderate risk waste staff.
- Encourage businesses to participate in local green business programs, including the EnviroStars business certification program (<http://envirostars.org/>)
- Post all materials developed to educate/assist businesses or to market the LSC Program internally or externally to the LSC SharePoint site within 30 days of completion of the piece.

- Coordinate with local jurisdictions and Ecology's Regional Office in a timely manner regarding complaints about or from SQG businesses.
- If completing contracted site visits prior to the end of the contract period, use 70% of remaining time to do additional site visits.
- For pre-site visit research, a combination of data sources is recommended. A list of suggested resources is posted on the LSC SharePoint site.

IV. Reporting Results to Ecology

Site Visit Data Entry

- Complete a source control checklist for each site visit and enter it into Ecology's LSC database. The checklist is available as hard copy, and is expected to be available in digital form that can be completed on a field tool and downloaded to the database online. The partner jurisdiction is responsible for maintaining original checklist documents for purposes of public disclosure requests and as historic records.
- Data entry is expected to be thorough, complete, and timely. All site visit information collected on the checklist must be entered in the LSC database within 30 days of each site visit, whether initial, follow-up, screening, or referral to a regulatory body.
- Contractor will ensure all data records are complete (either 'pending', 'closed', or 'referred') to promote quality assurance of the local source control data.
- Credit for these types of site visits will be assigned upon completion of the data record in the LSC dB:
 - Site Visit – Complete;
 - Site Visit – Follow-Up or Return
 - Site Visit – Screening or Incomplete (attempted but turned away);
- Through the 'Reports' feature of the new database, Contractor will be able to retrieve site visit reports to identify/correct any incomplete data records, and to formulate reports for their jurisdiction.

V. Reporting Changes in Business Practices

The former 'Monthly Report' is replaced by new sections (pg 4, revised LSC Checklist v4.0.3), including "*Changes in Business Practices, Cost of Structural or Other Changes Made by Business, Refer to Safer Chemicals, Refer to Envirostars, Refer to Energy Efficiency Resource*".

It is required that these new sections are populated where applicable for each site in order to quantify the effectiveness of LSCS work. These new categories will aid in tracking business behavior change, the costs incurred to make the change(s), and any cost savings realized by the business.

VI. Reporting Other Changes to Ecology

Report to the LSC Program Coordinator when applicable:

- Any potential program, contract, or small business client problems and resolutions
- Any key personnel changes
- Initiation or changes to a subcontract or subcontractor information

VII. Invoicing

Quarterly invoices for completed work will be submitted on Ecology-provided, original, signed Form A-19-1A, and detailed on Attachment B, Invoice Detail. An original signed Invoice, Invoice Detail, and supporting invoice detail documentation will be sent within 40 days of the end of the invoice quarter to the Contract/Project Manager: *Julia McHugh* jmch461@ecy.wa.gov 360-407-6850
*Washington State Department of Ecology Hazardous Waste and Toxics Reduction Program
PO Box 47600 Olympia, WA 98504-7600*

VIII. Establishment of Local Source Control Specialist Training Plan and Role of Ecology's LSC Training Coordinator

Results from the February 2013 LSC Program Survey pointed to the need for an improvement in the Specialists' training program, in particular, a more rigorous new-hire training component and an improved progression for overall training. An Ecology Training Coordinator and part-time assistant will establish and facilitate the training program. All Specialists are expected to participate.

A. New Hire Evaluation

1. The LSC Training Coordinator will develop an introductory diagnostic evaluation to assess the level of training needed by newly hired LSCS, and to enable modification of the on-going training plan. It will consist of ten questions - two from each area listed below. The questions will help determine competency in each core area and will be administered within two months of joining the LSC program.

Where the new LSCS shows competency, there will be no additional training requirement for that category. Conversely where the competency is not high, more training will be provided.

General Training Categories include, but are not limited to:

- I. Storm Water Inspections
 - II. Hazardous Waste (40 CFR/WAC 173-303) (emphasis on Designation and waste codes)
 - III. Solid Waste (with an emphasis on MRW waste)
 - IV. Spills
 - V. Industrial Waste Water Management
 - VI. Joint inspection(s) with the Training Coordinator as a lead on an Ecology hazardous waste inspection
 - VII. Joint inspection(s) with the Training Coordinator as backup on a Local Source Control inspection
2. **New Hire Mentoring, Joint Site Visits, Orientation Training**
 - The LSC Program Training Coordinator will develop an on-going training plan, course list and materials. All training materials will be available on the LSC SharePoint site.
 - Ecology's LSC Program Training Coordinator will orient the new hire by providing them with technical and program-specific information.
 - Each new Specialist will be assigned a mentor by the LSC Program Training Coordinator. The Coordinator will select mentors from the pool of experienced, available LSCS and / or Ecology staff. The mentor will conduct at least three site visits with the newly hired Specialist.

- Some Specialists may require more or less mentoring than others. If the mentor feels more than three joint site visits are warranted, the mentor will contact the Training Coordinator to discuss next steps.
- The Training Coordinator will work to ensure that the Specialist is fully capable of performing the duties of a Local Source Control Specialist without additional assistance.

3. Topics for New Hire Orientation Training

Topics include, but are not limited to:

- I. Share Point Orientation
- II. Checklist & Database Basics
- III. LSCS Training Program
- IV. Quarterly Training Team Identification & Participation
- V. Mentoring
- VI. Customer Service
- VII. Networking

B. All Specialists

1. Orientation, Attendance & Participation

Ecology will present an orientation class that precedes the first in-person group meeting of the biennium, and subsequently thereafter to every new Local Source Control Specialist within six months of hire. Orientation sessions will be held within semi-annual periods where we have new Specialists. The location will be Ecology's Northwest Regional Office or other suitable location determined by the Training Coordinator.

- Each Specialist is required to attend new orientation at least once, as well as all subsequent monthly webinars and quarterly trainings throughout the biennium.
- All Specialists must be an active group participant in the planning and logistics of at least one quarterly training, with each group of four to six Specialists assisted by the NWRO LSC Training Coordinator and an assistant. Approximately ten hours of Specialist time should be allotted for this activity, equivalent to four site visits.
- Each experienced Specialist will at some time be called upon to mentor a new Specialist. Approximately 30 hours should be allotted for Mentoring activity. This will be equivalent to twelve site visits.

2. All Specialists Ongoing Training

The LSC Program Training Coordinator will develop an on-going training plan, course list and materials, with input from the Specialists. All training materials will be available on the LSC SharePoint site.

Course content will be presented in-person or on-line, depending upon available resources. Topics will be presented to all Specialists, and will be mandatory for new Specialists during their first six months of hire, and thereafter to each Specialist once every four to six years or more frequently by Specialist election.

Topics include but are not limited to:

- I. Storm Water Inspections
- II. Hazardous Waste (40 CFR/WAC 173-303) (emphasis on Designation and waste codes)
- III. Solid Waste (with an emphasis on MRW waste)
- IV. Spills
- V. Industrial Waste Water Management

3. Quarterly Trainings

One-day, four to five hour in-person training sessions, with content developed by a designated group of four to six Local Source Control Specialists who will plan the agenda, topics, and procure guest speakers of their choice. Ecology will provide support for these efforts, the meeting space and lunch at its Northwest Regional Office in Bellevue, or other suitable central location determined by the Training Coordinator.

4. Monthly Call-in Business & Topic Meetings

In each of the months between quarterly trainings, Ecology will sponsor hour-long call-in meetings on the second Wednesday of each month, 9:00 to 10:00 am and will include but are not limited to:

- Guest speaker(s)
- LSC Specialists are also encouraged to present to their colleagues
- Discussion/updates of cover program business and administration

ATTACHMENT B
INVOICE & BUDGET DETAIL
Department of Ecology - Local Source Control Partnership (updated 05/2013)

Contractor:	City of Kirkland	IAA No:	
Current Invoice Period: Qtr/YR:		Invoice No:	
	Current Invoice	Total Cumulative Invoices to-date*	Total Approved Budget 2013-15
Salaries			0.00
Benefits			0.00
Subcontracts			93,000.00
Subcontracts			0.00
Storm Drain Markers			5,000.00
Goods & Services			0.00
Equipment			0.00
Travel / Training			0.00
Subtotal Direct Costs	0.00	0.00	98,000.00
Indirect Costs (@ Rate 0.0%)			0.00
Total Costs	\$ -	\$ -	\$ 98,000.00
			\$ -

*Total Cumulative includes current invoice amounts

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

ATTACHMENT C: FEDERAL PROVISIONS

The Sub-Recipients shall comply with all applicable federal, State, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement.

ADMINISTRATIVE CONDITIONS

• **Cost Principles**

Sub-Recipient agrees to comply with the cost principles of the below listed federal regulations are applicable as appropriate to this award.

- 2 CFR 225 (A-87) for State, Local, and Indian Tribal Governments
- 2 CFR 220 (A-21) for Educational Institutions
- 2 CFR 230 (A-122) Nonprofit Organizations
- FAR 31.2 for Commercial Organizations

An electronic copy of all the Circulars and applicable CFR's may be obtained via the OMB Home Web page at http://www.whitehouse.gov/omb/circulars_default/. Unless otherwise indicated, the Cost Principles apply to the use of funds provided under this Agreement and In-kind matching donations. The applicability of the Cost Principles depends on the type of organization incurring the costs.

• **Audit Requirements**

The Sub-Recipient shall fully comply with requirements of OMB Circular A-133, 'Audits of States, Local Governments, and Non-Profit Organizations, if applicable.

• **Hotel-Motel Fire Safety Act**

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, Sub-Recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Sub-Recipient may search the Hotel-Motel National Master List at: <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

• **Recycled Paper**

Institutions of Higher Education Hospitals and Non-Profit Organizations

In accordance with 40 CFR 30.16, Sub-Recipient agrees to use recycled paper and double-sided printing for all reports which are prepared as a part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

State Agencies and Political Subdivisions

In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchases of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

State and Local Institutions of Higher Education and Non-Profit Organizations

In accordance with 40 CFR 30.16, State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to EPA's guidelines.

State Tribal and Local Government Recipients

In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), Sub-Recipient agrees to use recycled paper

and double sided printing for all reports which are prepared a part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

Lobbying

Sub-Recipient agrees to comply with Title 40 CFR Part 34, *New Restrictions on Lobbying*. Sub-Recipient shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure.

Part 30 Recipients

All contracts awarded by Sub-Recipient shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at Title 40 CFR Part 30. Pursuant to Section 18 of the Lobbying Disclosure Act, Sub-Recipient affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

Lobbying and Litigation

Sub-Recipient's chief executive officer shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. Sub-Recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of Federal grant funds for litigation against the United States or for lobbying or other political activities.

Suspension and Debarment

Sub-Recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled 'Responsibilities of Participants Regarding Transaction (Doing Business with Other Persons)'. Sub-Recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled 'Covered Transactions', includes a term or condition requiring compliance with Subpart C. Sub-Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Sub-Recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment. Sub-Recipient may access the Excluded Parties List System at: <http://www.epls.gov>. This term and condition supersedes EPA Form 5700-49, 'Certification Regarding Debarment, Suspension, and Other Responsibility Matters'.

Drug-Free Workplace Certification

Sub-Recipient must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200-36.230. Additionally, in accordance with these regulations, Sub-Recipient organization must identify all known workplaces under its federal award; and keep this information on file during the performance of the award. Sub-Recipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300. The consequences for violating this condition are detailed under Title 40 CFR 36.510. Sub-Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at: http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr36_06.html

Management Fees

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

Reimbursement Limitation

If Sub-Recipient expends more than the amount of federal funding in its approved budget in anticipation of receiving additional funds, it does so at its own risk. The Federal Government is not legally obligated to reimburse Sub-Recipient for costs incurred in excess of the approved budget.

0. Trafficking in Persons

The following prohibition statement applies to Sub-Recipient, and all sub-awardees of Sub-Recipient. Sub-Recipient must include this statement in all sub-awards made to any private entity under this Agreement.

“YOU AS THE SUB-RECIPIENT, YOUR EMPLOYEES, SUB-AWARDEES UNDER THIS AWARD, AND SUB-AWARDEES’ EMPLOYEES MAY NOT ENGAGE IN SEVERE FORMS OF TRAFFICKING IN PERSONS DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; PROCURE A COMMERCIAL SEX ACT DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; OR USE FORCED LABOR IN THE PERFORMANCE OF THE AWARD OR SUB-AWARDS UNDER THIS AWARD.”

1. DUNS and CCR Requirements

Unless otherwise exempted from this requirement under 2 CFR 25.110, Sub-Recipient must maintain the currency of its information in the CCR until submission of its final financial report required under this Award or receive the final payment, whichever is later. Sub-Recipient may not make a sub-award to any entity unless the entity has provided its DUNS number to Sub-Recipient.

2. FY2011 ACORN Funding Restriction

No funds provided under this Agreement may be used for sub-awards/sub-grants or contracts to the Association of Community Organizations for Reform NOW (ACORN) or any of its subsidiaries.

3. Disadvantaged Business enterprise Requirements, General Compliance

Sub-Recipient agrees to comply with the requirements of EPA’s Program for Utilization of Small, Minority and Women’s Business Enterprises in procurement under assistance agreements, contained in 40 CFR, Part 33.

4. Sub-Awards

If Sub-Recipient makes sub-awards under this Agreement, Sub-Recipient is responsible for selecting its sub-awardees and, if applicable, for conducting sub-award competitions. Sub-Recipient agrees to:

1. Establish all sub-award agreements in writing;
2. Maintain primary responsibility for ensuring successful completion of the approved project (SUB-RECIPIENT CANNOT DELEGATE OR TRANSFER THIS RESPONSIBILITY TO A SUB-AWARDEE).
3. Ensure that any sub-awards comply with the standards in Section 210(a)-(d) of OMB Circular A-133, and are not used to acquire commercial goods or services for the sub-awardee.
4. Ensure that any sub-awards to 501(c)(4) organizations do not involve lobbying activities;
5. Monitor the performance of sub-awardees, and ensure sub-awardees comply with all applicable regulations, statutes, and terms and conditions which flow down in the sub-award;
6. Obtain Ecology’s consent before making a sub-award to a foreign or international organization, or a sub-award to be performed in a foreign country; and
7. Obtain approval from Ecology for any new sub-award work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.

5. FY12 APPR ACT: Unpaid Federal Tax Liabilities and Federal Felony Convictions

This award is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, HR 2055, Division E, Sections 433 and 434 (sections 433 and 434) regarding unpaid federal tax liabilities and federal felony convictions. Accordingly, by accepting this award the recipient acknowledges that it: (1) is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal conviction under any Federal law within 24 months preceding the award, unless EPA has considered suspension or debarment of the corporation, or such officer or agent, based on these tax liabilities or convictions and determined that such action is not necessary to protect the Government's interests. If the recipient fails to comply with these provisions, EPA will annul this agreement and may recover any funds the recipient has expended in violation of sections 433 and 434.”

ROGRAMMATIC CONDITIONS

Semi-Annual Performance Reports

Consistent with 40 CFR §35.115 and EPA Order 5700.7, the sub-recipient will submit performance reports using the Financial and Ecosystem Accounting Tracking System (FEATS) form every six (6) months during the life of the project. The FEATS form will be provided to the sub-recipient by the Ecology Project Manager. The reporting periods shall end March 31st and September 30th of each calendar year. Reports shall be submitted on or before April 15th and October 15th

of each calendar year to the Ecology Project Manager. It is preferred that reports be submitted by electronic mail. In accordance with 40 CFR Part 30.51(d) and 40 CFR Part 31.40, as appropriate, the sub-recipient agrees to submit performance reports that include brief information on each of the following areas:

- (a) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan and sub-awards for the period.
- (b) The reasons for slippages if established outputs/outcomes were not met.
- (c) Additional pertinent information, including when appropriate, analysis and information of cost overruns or high unit costs.

In addition to the semi-annual performance reports, the sub-recipient shall immediately notify Ecology Project Manager of developments that have a significant impact on the award-supported activities. In accordance with 40 CFR Part 30.51(f) and 40 CFR Part 31.40(d), as appropriate, the sub-recipient agrees to inform the Ecology Project Manager as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

Recognition of EPA Funding

Reports, documents, signage, videos, or other media, developed as part of projects funded by this Agreement shall contain the following statement:

“THIS PROJECT HAS BEEN FUNDED WHOLLY OR IN PART BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY UNDER PUGET SOUND ECOSYSTEM RESTORATION AND PROTECTION COOPERATIVE AGREEMENT GRANT PC-00J20101 WITH WASHINGTON DEPARTMENT OF ECOLOGY. THE CONTENTS OF THIS DOCUMENT DO NOT NECESSARILY REFLECT THE VIEWS AND POLICIES OF THE ENVIRONMENTAL PROTECTION AGENCY, NOR DOES MENTION OF TRADE NAMES OR COMMERCIAL PRODUCTS CONSTITUTE ENDORSEMENT OR RECOMMENDATION FOR USE.”

Copyrighted Material

EPA has the right to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes. Ecology acknowledges that EPA may authorize another grantee to use copyrighted works or other data developed under this Agreement as a result of: a) the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or; b) termination or expiration of this agreement.

Peer Review

The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Ecology Project Manager prior to releasing any final reports or products resulting from the funded study.

Quality Assurance.

The RECIPIENT must first complete a Quality Assurance Project Plan (QAPP) waiver form (see <http://www.ecy.wa.gov/programs/eap/qa/docs/NEPQAPP/index.html>). Completing the waiver form may indicate that a detailed QAPP is required. *Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies* can be found at <http://www.ecy.wa.gov/biblio/0403030.html>. The RECIPIENT must submit a waiver or QAPP to Ecology's QA Officer for review, comment, and final approval prior to conducting any work on the project (e.g., field measurements, sample collections, laboratory analyses, analysis of existing data, modeling). All relevant environmental data must be submitted to Ecology in EIM format (see <http://www.ecy.wa.gov/eim>) unless specified otherwise by the QA Officer.



Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form

Federal funds that require compliance with the Federal Funding Accountability and Transparency Act support this agreement between The Department of Ecology (ECY) and your organization. The purpose of the Transparency Act is to make information available online so the public can see how recipients spend federal funds.

Your organization must have a Data Universal Numbering System (DUNS®) number to comply with the act and be eligible to enter into this agreement. If you do not already have one, you may get a DUNS number free of charge by contacting Dun and Bradstreet at www.dnb.com. ECY also encourages registration with the Central Contractor Registration (CCR) to reduce data entry by both ECY and your organization. You may register with CCR free of charge at www.ccr.gov. ECY will report information about your organization and this agreement to the federal government as required by Title 2 CFR, Part 25. The public can view this information on the federal government website www.USASpending.gov.

ECOLOGY AGREEMENT # C1400154

Recipient Information – For Recipient Use Only

1. Legal Name City of Kirkland	2. DUNS Number 19 682 2688																		
3. Principle Place of Performance 123 5 th Avenue																			
3a. City Kirkland	3b. State WA																		
3c. Zip+4 98033-6121	3d. Country United States of America																		
4. Are you registered in CCR? <input checked="" type="checkbox"/> YES. Skip to signature block. Sign, date and return. <input type="checkbox"/> NO. Continue with 5.																			
5. In the preceding fiscal year did your organization: <ul style="list-style-type: none"> a. Receive 80% or more of annual gross revenue from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; and b. \$25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; and c. The public does not have access to information about the compensation of the executives through periodic reports filed with the IRS or the Security and Exchange Commission per 2 CFR Part 170.330. <input type="checkbox"/> NO. Skip to signature block. Sign, date and return. <input type="checkbox"/> YES. You must report the following information for the five (5) most highly compensated executives in your organization. Sign, date and return.																			
<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 33%;">Name Of Official</th> <th style="width: 33%;">Position Title</th> <th style="width: 33%;">Total Compensation Amount*</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr><td>5.</td><td></td><td></td></tr> </tbody> </table>		Name Of Official	Position Title	Total Compensation Amount*	1.			2.			3.			4.			5.		
Name Of Official	Position Title	Total Compensation Amount*																	
1.																			
2.																			
3.																			
4.																			
5.																			
<p>*Note: "Total compensation" means the cash and noncash dollar value earned by the executive during the subrecipient's past fiscal year. (For more information, see 17 CFR 229.402 (C)(2)).</p>																			

By signing this document, the Authorized Representative attests to the information above.

Signature of Authorized Representative	Print Name Marilynne Beard, Assistant City Manager	Date
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Please sign and return this document with the signed agreement. The Department of Ecology will not pay any invoices until it receives this completed and signed form.

If you need this document in a format for the visually impaired, call Leann Ryser at (360) 407-7054. Persons with hearing loss can call 711 for Washington Relay Service. Persons with a speech disability can call 877-833-6341.

**Federal Funding Accountability and Transparency Act (FFATA)
Data Collection Form**

For Department of Ecology Use Only

ECY Agreement Number
C1400154

Subaward Project Description (see instructions and example below)

Local Source Control: City of Kirkland will provide on-site technical assistance to small quantity generator businesses, in an effort to prevent pollution through improvement of handling, storage, and safe transportatin of dangerous and / or hazardous wastes.

Instructions for Subaward Project Description:

In the first line of the description, provide a title for the subaward that captures the main purpose of the subrecipient's work. Then, indicate the name of the subrecipient and provide a brief description that captures the overall purpose of the subaward, how the funds will be used, and what will be accomplished.

Example of a Subaward Project Description:

Increase Healthy Behaviors: Educational Services District XYZ will provide training and technical assistance to chemical dependency centers to assist the centers to integrate tobacco use into their existing addiction treatment programs. Funds will also be used to assist centers in creating tobacco-free treatment environments.

LOCAL SOURCE CONTROL – 2013-15 TRAINING SCHEDULE

Update 11/14/2013

Regular monthly meetings begin @ 10:30; Thursday meetings begin @ 11:00

Quarterly In-person training times will vary

7/10/13	webinar	Biosolids 101 and Current Issues of Concern	Marietta Sharp, ECY Haz Waste, NWRO
8/14/13	webinar	Moderate Risk Waste	Taisa Welhasch, ECY Waste2Resources, NWRO
9/11/13	In-person @ NWRO	LSC Orientation Meeting & Puget Sound Partnership Update	Jeffrey Gutschmidt, Brian Rader, Marietta Sharp Tracy Collier, PSP
10/09/13	conf call or webinar	Regional & Urban Bays – Sediment Assessment Report	Valerie Partridge, ECY EAP Marine Monitoring Unit HQ
11/13/13	conf call or webinar	Spill Response	Chris Wilkerson, ECY NWRO HWTR Compliance Inspector, formerly Spill Response
12/11/13	In-person @ NWRO	Chemical Hygiene	Dave Waddell, Waddell & Associates
1/8/14	conf call or webinar	10 Long-Term Stations' Sampling Results from Sediment Assessment Study	Valerie Partridge, ECY HQ, EAP Marine Monitoring Unit
THURSDAY 1/23/2014	conf call or webinar	Ecology's online Designation Tool	Jeffrey Gutschmidt, ECY, NWRO, HWTR
2/12/14	conf call or webinar	Roofing Materials Study - Findings	Nancy Winters, ECY HQ, Toxic Studies
THURSDAY 2/27/14	conf call or webinar	Nanomaterials, Nanowaste	Dr. Maria Peeler, ECY HQ HWTR
3/12/14	Urban Waters Center - Tacoma	Stormwater Chemistry	Eric McWayne, Consultant, Trainer
THURSDAY 3/27/14	conf call or webinar	Dangerous Waste Generator Market Research Survey	Mariann Cook-Andrews, ECY HWTR HQ
4/9/14	conf call or webinar 10:00 a.m. start	WA DOT Haz Mat Transport I & II	Jeffrey Gutschmidt, ECY, NWRO, HWTR Packaging, labeling, transport on all ground modes: rail, trucks
THURSDAY 4/24/14	conf call or webinar	Industrial Stormwater Permit & the ERTS System	Rachel McCrea & Anne Dettlebach, ECY WQ
5/14/14	conf call or webinar	Investigating Washington Businesses for Free	Kimberly Goetz, ECY HQ, HWTR, Regulatory Analyst
6/11/14	In-person @ Seattle Job Training Center	TBD	LSC Specialists plan session
7/9/14	conf call or webinar	Private Sector Source Control & Puget Sound Stormwater Work Group white paper on Source Control effectiveness	James Packman, Associate, CARDNO TEC Former Bellevue LCS
8/13/14	conf call or webinar		
9/10/14	In-person @ NWRO	TBD	LSC Specialists plan session
10/8/14	conf call or webinar	Tracking down & Outreach to Landscape Industry	Polly Dubbel, Skagit Co Health
11/12/14	conf call or webinar	TBD	Rick Hess, Mario Petroza Puget Sound Clean Air Agency
12/10/14	In-person @ NWRO	TBD	LSC Specialists plan session
1/14/15	conf call or webinar		
2/11/15	conf call or webinar		
3/11/15	In-person @ NWRO	TBD	LSC Specialists plan session
4/8/15	conf call or webinar		
5/13/15	conf call or webinar		
6/10/15	In-person @ NWRO	TBD	LSC Specialists plan session

**Attachment C****PROFESSIONAL SERVICES AGREEMENT**

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

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: _____

