



**CITY OF KIRKLAND
DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT**

Request for Qualifications

KIRKLAND ON-CALL DEVELOPMENT REVIEW ARBORIST SERVICES
Job Number 35-12-PCD

- Services:** Kirkland On-Call Development Review Arborist Services
- Qualifications:** Two year degree in horticulture, botany, forestry or a related field and thorough knowledge of or training in urban forestry; and/or equivalent experience in working with construction impacted trees; and International Society of Arboriculture Certified Arborist (ISA) with TRACE certification and/or ASCA Registered Consulting Arborist (RCA) certification. The ability to perform site visits and a valid Washington State Driver's license are required. Municipal experience and/or customer service experience is highly desired.
- Proposals Due:** Submittals are due no later than 5:00 p.m. on September 14, 2012
- Contact Person:** Jeremy McMahan, Planning Supervisor
City of Kirkland
Department of Planning and Community Development
jmcmahan@kirklandwa.gov



REQUEST FOR QUALIFICATIONS

KIRKLAND ON-CALL DEVELOPMENT REVIEW ARBORIST SERVICES

CITY OF KIRKLAND DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT Job Number 35-12-PCD

Introduction

The City of Kirkland is soliciting statements of qualification for on-call development review arborist services to support the development review function of the Department of Planning and Community Development. The contract will be through 2012 and may be extended as needed.

Detailed Description

The City of Kirkland Department of Planning and Community Development is seeking a qualified contract consulting arborist ("the consultant") to assist in review of development for compliance with the City's tree retention regulations.

The individual will work with project planners to review building permits, land use permits, subdivisions, and tree removal requests. The arborist will:

- Conduct peer review of arborist reports on behalf of the City.
- Review site plans for accurate information regarding existing and proposed trees.
- Conduct site visits to review existing conditions.
- Type trees based on Kirkland's tree retention specifications.
- Review recommended protection methods for on-site and off-site trees.
- Make recommendations to the project planner for retention and protection.
- Speak with other arborists about their reports as needed.
- Meet with staff, developers, and arborists to discuss tree retention requirements.
- Assist code enforcement personnel on unauthorized tree removal cases as needed.

The number of hours and work volume is variable, based entirely on the volume of development permit applications and tree removal requests. The monthly average of hours is estimated between 10 and 20 hours. Typically, one or two visits per week to Kirkland for office and/or site work are anticipated. It is expected that communication is available via email and phone. Because the City is working on transitioning to electronic plan review for environmental and efficiency reasons, the ability to review electronic plans in pdf format is desired.

The initial term of the contract is anticipated to be one year. The term may vary based on the outcome of internal reviews on how to best provide for this City service. To avoid conflicts of interest, the consultant will not perform development-related arborist services within the City during the term of the contract.

RFQ Response Submittals

A. Submittal Requirements

- A brief letter of interest.
- A statement of qualifications and relevant experience.
- A summary of hourly billing rates.
- Names and phone numbers of references.
- Examples of past work in relevant areas.

B. Minimum Qualifications

- Two year degree in horticulture, botany, forestry or a related field
- Thorough knowledge of or training in urban forestry; and/or equivalent experience in working with construction impacted trees
- International Society of Arboriculture Certified Arborist (ISA) with TRACE certification and/or ASCA Registered Consulting Arborist (RCA) certification
- The ability to perform site visits and a valid Washington State Driver's license are required. Municipal experience and/or customer service experience is highly desired.

Selection Criteria

The City will select the consultant based on qualifications, relevant experience, availability, and cost to perform services. The City may administer site plan review and/or a field test as part of the interview and selection process.

Submittal Date

Statements of qualifications shall be in electronic PDF format and submitted via email or cd disk. The deadline for submittals of qualifications is **5:00 p.m. on September 14, 2012**. An electronic copy of the packet should be submitted in PDF format to:

Jeremy McMahan, Planning Supervisor
123 5th Avenue
Kirkland, WA 98033
jmcmahan@kirklandwa.gov

If you have any questions, please contact Jeremy McMahan at (425) 587-3229.



Attachment A-Sample Agreement

PROFESSIONAL SERVICES AGREEMENT

The City of Kirkland, Washington, a municipal corporation (hereinafter the "City") and _____, whose address is _____ (hereinafter the "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 all duties incidental or necessary thereto, shall be conducted and performed diligently and 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 reserves the right to terminate or suspend this Agreement at any time, with or without cause, by giving ten (10) days notice to Consultant 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 suspension or 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.

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.

- B. 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

Contractor 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 the acts, errors or omissions of the Consultant in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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.

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 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, Professional 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's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

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. Claims-made Coverage

Any policy of required insurance written on a claims-made basis shall provide coverage as to all claims arising out of the services performed under the contract and filed within three (3) years following completion of the services so to be performed.

XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Contractor 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 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 as a result of his status as an independent contractor. The 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 or 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 entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto.

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, Assistant City Manager

Date: _____

Date: _____