



**Notice – Request for Qualifications
For
Engineering Services
For
The Surface Water Master Plan
For
The City of Kirkland, Washington
June 12, 2012**

The City of Kirkland, Washington invites Engineers (hereinafter referred to as the "Offeror") to submit Qualifications to provide engineering analysis, design and planning services for a Master Plan for the Surface Water Utility.

Dates/Times:

All Statements of Qualifications must be received no later than June 26th, 2012 at 11:00 AM Pacific Time.

Qualifications titled "**Engineering Services for City of Kirkland – Surface Water Master Plan**" may be submitted as an email attachment in PDF or MS Word format 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, five (5) 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 # 25-12-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 questions no later than June 22, 2012 at 2:00 PM.

Any cost incurred by the Offeror in preparation, transmittal, or presentation of any information or material submitted in response to the RFQ, shall be borne solely by the Offeror.

1 Overview:

A. Size and Reach of Project:

Kirkland's Surface Water Utility ("the Utility") was formed in 1998 based on a Surface Water Master Plan that was developed in 1994/1995. A second Surface Water Master Plan was completed in 2005 ([2005 Surface Water Master Plan](#)). The purpose of the 2012-2013 Surface Water Master Plan update process is to confirm priorities, outline programs and projects, evaluate the effectiveness of previous plans, and to estimate required rates and revenue to support the projects and programs of the Utility. The final Surface Water Master Plan will be presented to the City Council for adoption by resolution.

The Utility provides surface water management services to a population of approximately 80,000 people and an area of 18 square miles. Included in these figures is a recent annexation of 31,000 people and 7 square miles. The current annual revenue of the Utility is approximately \$8.3 million, and the annual budget is approximately \$9 million which includes management of capital and operating reserves. Budget for the 2012/2013 plan update is approximately \$200,000. Tasks and deliverables will need to be prioritized and scoped to stay within this budget.

B. Schedule of Deliverables and :

Project must be complete by **December 31st 2013**, *including the City Council adoption process*. Items driving the schedule include the following:

- Proposed capital projects list must be complete by April of 2013 in order to allow for inclusion of these projects in the City's 2013 Capital Improvement Program update process.
- Utility rates for 2013 and 2014 will very likely remain unchanged from 2012 rates. New rates if any would be considered for 2015.
- The City is on a 2-year budget cycle, with the 2013-2014 budget being determined in 2012. As noted above, the Surface Water Utility rate will likely remain constant in 2014, and proposed expenditures will be adjusted within expected revenue amount to begin implementation of the Master Plan Update recommendations in the first half of 2014.

C. Project Scope:

The following issues must be addressed in the project:

Public and Staff Involvement Process:

Develop a framework and steps for gathering public and stakeholder input on the Surface Water Master Plan. Schedule and organize internal and external meetings and events to raise awareness of the Surface Water Utility and to gather issues and identify concerns and priorities that should be considered in the Surface Water Master Plan.

City Interests and Priorities: Develop a strategy for addressing stakeholder input in an integrated and efficient manner. Compare and contrast community interests and priorities for surface water management gained from outreach to residents, businesses, and other stakeholders and through review of City Council goals and the City's Comprehensive Plan. In a broad sense, the following City goals will be included

- *Public Health and Safety*
- *Economic Development*
- *Environmental and Financial Sustainability*
- *Citizen and Neighborhood Involvement Stewardship and Empowerment*
- *Innovation and leadership in surface water management that furthers marketing/branding of Kirkland as a green city*

These themes will need to be analyzed and incorporated into the SW Master Plan recommendations.

Regulatory framework: Examine actions and programs that are required under Local, State and Federal laws and regulations. Recommend strategies for efficiently meeting requirements, while meeting/integrating other City goals and interests at the same time. An example of this is using green infrastructure to meet stormwater mitigation requirements for a city street, which could meet the dual goals of NPDES Permit compliance and the city goal of increasing forest canopy cover.

Program Analysis: Examine current staffing, organizational structure and work programs in relation to the recommended goals and priorities. Identify alternatives to staffing and organizational structure that promote higher levels of efficiency.

System and Basin Analysis:

1. Identify flooding, water quality and habitat concerns through interview of various stakeholders, and through a survey of existing complaint databases, studies, field work, and modeling as appropriate. Develop strategies for addressing identified issues, such as the following, listed in order of priority:
 - Evaluate the potential for use of regional facilities to satisfy flow control and water quality requirements for individual development projects (fee-in-lieu program). Prioritize sub-basins in which to perform this analysis by development potential and by the potential for addressing existing water quality and flow control problems along with providing mitigation for new development/redevelopment.
 - Develop strategy for retrofitting water quality treatment for city streets and facilities. Include prioritization process, and identification/scoping of projects that will allow for production of grant applications.
 - Develop strategy and plan for implementation of the Juanita Retrofitting grant recommendations (rain gardens to serve 80% of impervious surface in basin, Conservation flow control to serve the remainder)
 - Conduct sampling or other analysis to define specific water quality problems that can be addressed through behavior change vs. those that are better addressed through water quality treatment.
 - Strategy for use of Low Impact Development facilities – analyze the potential impact that LID facilities could have on flow control and water quality in selected basins given soils slopes and groundwater, and develop goals for use of LID in the city. Develop tools to facilitate use of LID by developers. Develop strategies for incorporating LID into city transportation projects.
 - Conduct analysis of development/redevelopment potential and potential for increase in impervious surface in the City using GIS (see Appendix B of the 2005 Surface Water Master Plan).

Develop basin report cards as a tool for presenting and analyzing this information (see City of Bellevue Surface Water Master Plan).

2. Identify needs for replacement/upgrade of the constructed drainage system (pipes, CBs, detention facilities) through a representative review of camera inspection and complaint data, update/review of inventory, and interviews with City staff. The following are examples of needs that could be analyzed as part of this task:
 - Replacement or repair of aging/failing corrugated metal detention pipes
 - Need to decommission, renovate or repurpose detention ponds and tanks designed to old standards
 - Review pipe condition data from TV inspection work, and recommend inspection frequency. Examine whether current funding for replacement of aging/failing infrastructure is sufficient given the age and condition of the system; propose acceptable schedule for inspection.
 - Review and provide guidance on use of stormwater pond lands for installation of edible landscapes

Operations Work Program: Develop recommendations for policies, priorities and specific works tasks for the Maintenance and Operations and Engineering/Customer Service sections of the Utility. Examples of issues to be examined include:

Maintenance and Operation

Policies:

- Clarify/Reconfirm policy of providing public maintenance of detention and water quality treatment facilities that serve single-family developments.

Procedures:

- Document procedures for inspection of Public facilities: examine costs and benefits of circuit-based catch-basin inspection.
- Develop list of concerns and priorities for each basin, and engineering/outreach tasks (i.e. other than capital projects) to address those concerns.
- Provide water quality monitoring to support retrofitting efforts and to support grant applications in relation to NPDES requirements for participation in regional monitoring.
- Define where and how does the Urban Forestry Program fits within the Surface Water Utility
- Identify how the Surface Water Utility should be preparing for climate change and potential impacts to the built and natural environment. Currently, surface water staff participate and fund regional climate collaboration efforts.
- Create written spill response procedures based on existing practices.

Work Tasks:

Develop specific work tasks based on above policies and procedures. Review and propose means to integrate tasks into existing or new work programs. Provide recommendations for presentation/analysis of Engineering Group work program.

Staffing:

Examine staffing needs relative to work program based on accepted staffing levels.

Capital Project Identification and Prioritization:

Develop recommended approach and high-level design and cost estimates for projects to resolve system deficiencies and needs. Examine how projects are balanced between the goals of flood reduction, water quality improvement, aquatic habitat improvement, and asset management, and how projects relate to regulatory requirements ("gotta do" versus "want to do"). Review and update existing CIP prioritization criteria and scoring sheets.

Utility Revenue and Rates: Specific financial rate analysis will not be part of this scope, however city staff and financial consultant will want to draw on expertise of the Offeror with regards to general rate policy issues. The following are examples of topics that will be examined:

- Rate incentives for use of low impact development stormwater facilities and practices on private property. Develop list of the type and size of potential incentives that are supported by other relevant jurisdictional examples. Specific estimates of use of the incentives would be delivered to the financial consultant and/or city staff for use in running rate-impact scenarios. Examples of incentives include: tree rebate for planting trees, and vouchers paid for LID retrofits (either per retrofit, or per square foot).

- Examination of discounts offered by other municipalities, and analysis of the pros/cons of these discounts.
- Overall rate structure in relation to who pays – impervious surface quantities by ratepayer type. Examination of economic development impacts of the rate structure.

Performance Measures and Level of Service: Develop feasible performance measures that allow for comparison of the efficiency of City operations as well as the overall impact of Utility on water quality, flooding and aquatic habitat. Performance measures need to be simple and useful to the City Council and the general public. Quantify the level of service that would be provided by the plan recommendations relative to that provided by equivalently sized and funded surface water utilities.

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 ten (10) pages double-sided (one page is equal to one side of a sheet). The front cover, the back cover, a maximum two-page cover letter, stock project examples and resumes may be in addition to the ten (10)-page limit. The following information shall be submitted:

- A. The Name of the Firm, identifying its Principal Shareholders, Partners or Members. It should define the period of time the Offeror has been operating its business offering surface water master planning consulting services.
- B. Overall project approach and strategy.
- C. Name, resume, project list, educational background, and five (5) project references (with phone numbers) of key staff that will be assigned to this project. Identify how many years this staff member has been employed by your firm, other firms. Define any other project commitments that key staff assigned to this project are currently involved in and the anticipated duration of that commitment.
- D. The Offeror must provide proof of insurance and licensure and if selected will be required to obtain a City of Kirkland business license.
- E. A list of municipal projects that the firm has provided surface water master planning consulting services for in the past five (5) years. Provide current contact names and phone numbers and key Offeror staff involved for each project listed. If the primary contact has retired or is no longer available, provide the name of an individual now working at the agency for which the work was done.
- F. Any additional information reflecting the Offeror's ability to complete projects within established schedules and budgets, and to perform the tasks described herein.

After the City reviews proposals it will rank firms and prepare a list of firms to proceed; these firms will be interviewed and ranked from highest to lowest based on the interview and submitted qualifications and references.

- G. The Offeror shall identify issues/opinion on their ability to complete this Surface Water Master Plan Update within the existing budget, and on methods for prioritizing tasks and deliverables to produce a document that is comprehensive and action-oriented.
- H. The Owner intends to use the standard City of Kirkland Professional Services Agreement (Attachment A) for this project.

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:
Written 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 30 minutes for presentation. The remaining time will be reserved by the Selection Committee for questions.

The engineering consulting team should illustrate the design and production strategy for this project and identify what attributes and unique qualifications their firm offers Kirkland. It should emphasize measures and control methods used to assure quality, schedule, and budget conformance.

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

• Responsiveness to the RFQ	5 points
• Understanding of project scope and requirements	25 points
• Previous experience in similar projects	25 points
• Expertise of key personnel	20 points
• Response from references/past projects	<u>25 points</u>
Total Maximum	100 points

- 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 sole 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.



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 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 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: _____