



# **City of Kirkland**

## **Request for Qualifications**

### **Geotechnical Report Peer Review**

**Job # 37-18-PB**

**Issue Date: September 20, 2018**

**Due Date: October 11, 2018–3:00 p.m.(PDT)**

## **REQUEST FOR QUALIFICATIONS**

Notice is hereby given that qualifications will be received by the City of Kirkland, Washington, for:

### **Geotechnical Report Peer Review**

File with Purchasing Agent, Finance Department, 123 - 5<sup>th</sup> Ave, Kirkland WA, 98033

Qualifications received later than **3:00 p.m. October 11, 2018 will not** be considered.

A copy of this Request for Proposal (RFQ) may be obtained from City's web site at <http://www.kirklandwa.gov/>. Click on the Business tab at the top of the page and then click on the Request for Qualifications link found under "Doing Business with the City".

The City of Kirkland reserves the right to reject any and all qualifications, and to waive irregularities and informalities in the submittal and evaluation process. This RFQ does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFQ does not obligate the City to accept or contract for any expressed or implied services.

A Service Provider response that indicates that any of the requested information in this RFQ will only be provided if and when the Service Provider is selected as the apparently successful Service Provider is not acceptable, and, at the City's sole discretion, may disqualify the proposal from consideration.

The City of Kirkland assures that no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Kirkland further assures that every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs are federally funded or not.

In addition to nondiscrimination compliance requirements, the Service Provider(s) ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

**Dated this 20 Day of September, 2018**

Greg Piland  
Purchasing Agent  
425-587-3123

## **Background Information**

The City of Kirkland, Washington is located in the Seattle metropolitan area, on the eastern shore of Lake Washington and approximately 10 miles east of downtown Seattle. It has a population of over 88,000, and is the thirteenth largest city in the State of Washington and the sixth largest city in King County, Washington.

Since its incorporation in 1905, Kirkland has grown in geographic size and now occupies 18 square miles. The city employs over 600 regular employees.

## **Introduction**

The City of Kirkland recently updated its geologically hazardous area maps using best available science and now has two separate maps titled [Kirkland Landslide Susceptibility \(Landslide Hazards\)](#) and [Kirkland Liquefaction Potential \(Seismic Hazards\)](#). The creation of these maps was part of a multi-year project to comprehensively map geological hazards throughout the City.

As the mapping project was nearing a close, the City embarked on an update of Kirkland Zoning Code (KZC) Chapter 85 (Critical Areas: Geologically Hazardous Areas) pursuant to the Growth Management Act. The updated KZC Chapter 85 was adopted by the Kirkland City Council with an effective date of June 30, 2018. KZC Chapter 85 now has provisions that require peer review of geotechnical reports for projects disturbing land in high, and moderate landslide areas and in seismic hazard areas. The City does not have an in-house geotechnical engineer licensed in Washington State or engineering geologist and therefore needs consulting assistance to perform this requirement.

The City of Kirkland is requesting qualifications for **geotechnical report peer review** services to support the development review function of the Department of Planning and Building. Firms should have experience working with public entities to provide development permitting **geotechnical report peer review** services. Qualifications are requested for the period beginning with a possible start date of November 2018. The contract will be for a two-year duration with the possibility of one two-year extension, and a one-year extension for a maximum length of five years, at the discretion of the City.

## **Scope of Services**

The City of Kirkland Department of Planning and Building is seeking up to **4** qualified firms ("qualified firms") to assist in peer review of geotechnical reports for compliance with the City's critical areas ordinance: Geologically Hazardous Areas, as described in Kirkland Zoning Code (KZC) Chapter 85 ([KZC 85](#)). The City seeks to provide a very high level of public safety and environmental protection for development that is proposed in geologically hazardous areas while providing efficient, respectful, and cost effective service to our customers.

At the request of the City, the qualified firms will work with project planners, providing **geotechnical report peer review** support services for the review of building permits, land use permits, subdivisions, and capital improvements projects including but not limited to:

- Peer review of an applicant’s geotechnical report and proposed development plans.
- Site assessments to determine the presence/absence of Geologically Hazardous Areas (High or Moderate Landslide, Seismic, and/or Erosion Hazard Areas pursuant to [KZC 85](#) and KZC 5.
- Review of State Environmental Policy Act (SEPA) checklists.
- Providing a timely, accurate, and detailed response to unexpected as well as regularly scheduled requests for service.
- Working collaboratively in a regulatory environment with other City departments, other regulatory agencies, interest groups, and permit applicants.
- Attending project meetings, public hearings, and public meetings as requested by City staff.
- Other review and analysis as requested by City staff.

This work is primarily funded by development applicants through a process of project-specific task authorizations. This contract will include independently authorized task authorizations, typically under \$8,000.

The qualified firms must have all necessary resources to provide requested services in-house and subcontracting for those services will not be considered by the City.

The number of hours and work volume is variable, based entirely on the volume of development permit applications in or near geologically hazardous areas. Frequent on-site visits in Kirkland for field work or meetings are required, with frequency determined by peak monitoring periods and volume of geotechnical report peer review requests received. It is expected that communication is available via email and phone.

The contract will be for an initial two-year duration with the possibility of one two-year extensions, and a one year extension for a maximum length of five years, at the discretion of the City. To avoid conflicts of interest, the “qualified firm” may not perform development-related geotechnical report peer review for the City if the “qualified firm” is also working on the same development or if the “qualified firm” is currently under contract with the same developer for any project within the City. Provisions that would allow the qualified firm to complete any private contracts entered into prior to initiation of the City contract may be considered by the City based on the circumstances.

### **Minimum Qualifications**

Minimum qualifications are required for a qualified firm to be eligible to submit a response to this RFQ. Responses must clearly show compliance with these minimum qualifications. Qualifications that are not responsive to these minimum qualifications shall be rejected by the City without further consideration.

- Qualified firm must have demonstrated expertise and experience providing development permitting geotechnical report peer review services. Five years of experience is considered a preferred qualification.
- State of Washington Geotechnical Engineer or Engineering Geologist licenses are required for any staff performing peer review services.

- Qualified firm Project Manager must have demonstrated experience working with a public agency within the last five years, providing satisfactory services similar to those expected by the City for this contract.

### **Proposal Submission and Evaluation**

To be considered for selection, submit the following information:

#### Letter of Introduction

- Briefly describe the firm, and the name, address, e-mail, and phone number of the Project Manager as well as a summary of the understanding of the scope of services and overall approach to the scope of services.

#### Experience and Qualifications

- Identify team members by area of expertise (discipline) and include contact information (name, phone number, and email address).
- Describe the team's qualifications as they relate to the scope of services.
- Describe past performance in completing similar scope of services for other public agencies, including relevant experience of the Project Manager.
- Provide three examples of peer reviews of geotechnical reports completed by the firm, preferably including involvement by the designated Project Manager.
- Statement of availability for the firm and staff identified.

#### References

- Provide at least three (3) references that may be contacted for verification of the respondent's experience and qualifications. Optimally, these references should be able to attest to the Project Manager's work, along with the rest of the consultant team.

#### Service Structure

- Project responsibilities shall be provided for all staff members on the qualified firm team.

### **Qualified Firm Selection Criteria**

Qualified firms will be evaluated based on the completeness of the proposal, experience in providing the requested services, qualifications of the individual and/or team and availability.

### **Selection Process**

A selection committee will review all qualifications, select finalists and may conduct interviews prior to making the final selection of the consultant. The City reserves the right not to award any portion or all of the project if it finds that none of the qualifications submitted meets the specific needs of the project.

Prior to the commencement of work, the City and the selected consultant will meet to settle contract details. A letter notifying the consultant of the City's award will constitute notice to proceed. The City is not responsible for any costs incurred by the consultant in the preparation of the proposal. Once submitted to the City, all qualifications will become public information.

### **Tentative Schedule**

The following schedule contains major milestones and may be modified as a result of qualified firm qualification submittals and contract negotiations:

RFQ questions due:	September 27, 2018
RFQ questions posted with City responses:	October 1, 2018
RFQ submittal date:	October 11 2018, 3:00 p.m.
Qualified Firm Interviews (if needed):	October, 2018 (estimate)
Qualified Firm Selection:	October, 2018 (estimate)

### **Submission Requirements**

Submittals will be accepted by the City of Kirkland's Purchasing Agent until **3:00 p.m. PDT on October 11, 2018**. Late submissions will not be accepted and will be automatically disqualified from further consideration.

All qualifications be must be submitted as an email attachment in PDF or MS Word format to: [purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov). (Note that faxed submissions will not be accepted.)

If a paper copy is submitted, pages should be printed double-sided, with five copies mailed or hand-delivered to:

City of Kirkland  
Attn: Greg Piland, Purchasing Agent  
Job # 37-18-PB  
123 5th Avenue  
Kirkland, WA 98033

### **Questions**

Questions regarding the City's RFQ process should be addressed to:

Greg Piland  
Purchasing Agent  
Email: [gpiland@kirklandwa.gov](mailto:gpiland@kirklandwa.gov)

Questions regarding the scope of work, evaluation process, or technical aspects of this request should be directed to:

David Barnes

Senior Planner  
Planning and Building Department  
Email: [dbarnes@kirklandwa.gov](mailto:dbarnes@kirklandwa.gov)

or

Jeremy McMahan  
Planning Manager – Development Services  
Email: [jmcmahan@kirklandwa.gov](mailto:jmcmahan@kirklandwa.gov)

### **Right to Reject Submittals and Qualified Firm Selection**

The City reserves the right to reject any and all submittals at any time with no penalty, or to waive immaterial defects and minor irregularities in any submittal.

### **Submittal Disposition**

All material submitted in response to this RFQ shall become the property of the City upon delivery to the City's Purchasing Agent and will not be returned.

### **Project Contract**

The selected qualified firm will be required to use the City of Kirkland Professional Services Agreement (Attachment A) and accept all language contained within. Any qualified firm that has significant reservations concerning using this agreement should not respond to this request.

### **Cooperative Purchasing**

Chapter 39.34 RCW allows cooperative purchasing between public agencies in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City may purchase from City contracts, provided that the consultant agrees to participate. The City does not accept any responsibility for contracts issued by other public agencies, however.

### **Public Disclosure**

Once submitted to the City, proposals shall become the property of the City, and all proposals shall be deemed a public record as defined in "The Public Records Act," chapter 42 section 56 of the RCW. Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the proposer, or is any way contrary to state public disclosure laws or this RFQ, could be removed from consideration. The City will not accept the liability of determining what the proposer considers proprietary or not. Therefore, any information in the proposal that the proposer claims as proprietary and exempt from disclosure under the provisions of RCW 42.56.270 must be clearly designated as described in the "Proprietary Material Submitted" section above. It must also include the exemption(s) from disclosure upon which the proposer is making the claim, and the

page it is found on must be identified. With the exception of lists of prospective proposers, the City will not disclose RFQ proposals until a bid selection is made. At that time, all information about the competitive procurement will be available with the exception of: proprietary/confidential portion(s) of the proposal(s), until the proposer has an adequate opportunity to seek a court order preventing disclosure. The City will consider a proposer's request for exemption from disclosure; however, the City will make a decision predicated upon RCW 42.56.



**PROFESSIONAL SERVICES AGREEMENT**  
Geotechnical Report Peer Review – 37-18-PB

**Attachment A**

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 services 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 services not completed in a satisfactory manner until such time as Consultant modifies such services 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 services

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 Agreement 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 services. 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 Agreement 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 services contracted for, but consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

**VII. SUCCESSORS AND ASSIGNS**

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

**VIII. NONDISCRIMINATION**

Consultant shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

**IX. HOLD HARMLESS/INDEMNIFICATION**

To the greatest extent allowed by law the 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 as least as broad as 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 as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
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 self-insured 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 services 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 services.

**F. Failure to Maintain Insurance**

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

**G. City Full Availability of Consultant Limits**

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

**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 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 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 Agreement. Any such work or services shall be considered as additional work, supplemental to this Agreement. This Agreement may be amended only by written instrument properly signed by both parties.

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

CONSULTANT:

CITY OF KIRKLAND:

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

By: \_\_\_\_\_  
Tracey Dunlap, Deputy City Manager

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

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