



**City of Kirkland**  
**Request for Qualifications**  
**Surface Water Master Plan**  
**Job # 54-20-PW**

**Issue Date: December 16, 2020**

**Due Date: January 22, 2021 – 4:00 p.m. (Pacific Time)**

## **REQUEST FOR QUALIFICATIONS**

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

### **Surface Water Master Plan**

File with Financial Operations Manager, Finance Department, 123 - 5<sup>th</sup> Ave, Kirkland WA, 98033

Qualifications received later than **4:00 PM on January 22, 2021 will not** be considered.

A copy of this Request for Qualifications (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 submissions, 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 qualifications. Furthermore, the RFQ does not obligate the City to accept or contract for any expressed or implied services.

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

The City of Kirkland in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation Subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color national origin, or sex in consideration for an award.

In addition to nondiscrimination compliance requirements, the firm 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 16th day of December 2020.**

## **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.

Kirkland operates under a Council-Manager form of government. The City Council is the policy-making branch of Kirkland's government and consists of seven members elected at large to staggered, four-year terms. The Mayor is elected from within the Council. The City Council is supported by several advisory boards and commissions and the City Manager. The City Manager is appointed by the City Council and serves as the professional administrator of the organization, coordinating its day-to-day activities.

## **PROJECT BACKGROUND**

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, with a third plan completed in 2014 ([2014 Surface Water Master Plan](#)). The purpose of the 2021-2022 Surface Water Master Plan update process is to confirm priorities, outline programs and projects, evaluate the effectiveness of previous plans, evaluate current challenges and opportunities, 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 current annual revenue of the Utility is approximately \$11.1 million, and the annual budget is approximately \$12.8 million which includes \$10 million towards operating funds and \$2.8 million towards capital funds. Budget for the 2021/2022 plan update is approximately \$450,000. Tasks and deliverables will need to be prioritized and scoped to stay within this budget.

## **GENERAL SCOPE OF WORK**

See Attachment A for the draft scope of work. The plan focuses on utility programs and projects, but watershed and/or ecological investigations and evaluations may be added as funds allow. This scope of work is subject to change per Council and stakeholder input, but outlines the basic topics that will be addressed in this plan.

## **PROJECT SCHEDULE**

Project must be complete by **December 31<sup>st</sup> 2022**, *including the City Council adoption process*. Items driving the schedule include the following:

- Proposed capital projects list must be complete by April of 2022 in order to allow for

inclusion of these projects in the City's 2023 Capital Improvement Program update process.

- Utility rates for 2021 and 2022 have been adopted as 0% and 2% respectively. Rate planning will begin in first / second quarter of 2022 for 2023. Rate options would need to be completed by summer of 2022 to allow for inclusion within the proposed 2023 and 2024 rates.
- The City is on a 2-year budget cycle, with the 2023-2044 budget being determined in 2022.

An approximate schedule for the selection process is provided for reference and availability purposes:

December 16, 2020	RFQ Issued
January 8, 2021	Questions regarding RFQ due to City
January 15, 2021	Responses to questions regarding the RFQ posted on City Website
January 22, 2021	Consultant Selection Project-Specific SOQs Due
January 27, 2021	Notifications of Selections for Interview by City
February 4-5, 2021 (availability)	Consultant Selection Interviews (subject to City Staff availability)
February 12, 2021	Notice of Award of Consultant
March 8, 2021	Notice to Proceed for Consultant

## **ELEMENTS OF QUALIFICATIONS**

The format for the Project-specific SOQ submittal shall be at the discretion of the submitting firm, provided the document provides the minimum required information and follows the guidelines of this section.

Maximum size: not to exceed 5 pages (front and back if double-sided, or a total of 10 individual pages) in length with page sizes not exceeding 8-1/2 inches by 11 inches. A cover letter, title page, and table of contents will not count against this maximum size requirement.

Minimum content:

1. A statement of your understanding of the various aspects of the Project.
2. A discussion of your firm's approach to this Project.
3. Your identification of critical project elements and a summary of your strategy for successfully integrating and achieving each of those elements for this Project.
4. A summary work coordination plan and schedule(s) describing how the goals, tasks, and other elements of the Project can be expected to be completed during the Project duration.
5. Key personnel, both internal and subcontracted, to be assigned to this Project; this should include their role(s), unique skills, experiences, and qualifications for this Project.
6. A statement describing your experience and examples of successfully completed projects.

7. Examples of similar projects successfully completed by your firm, with an emphasis on recent and related projects.
8. A list of names and phone numbers of client references that would be most knowledgeable of your firm's performance on these similar projects. Please verify both name and contact phone number in advance before including this information in the SOQ. References involving past City of Kirkland projects will not be accepted.

Concise, easy-to-read qualifications that minimize the time and costs of production are encouraged.

SOQs will be evaluated and scored by a selection panel of three to six City staff members. Scoring will be based on the following criteria and relative weighting.

<b><u>Criteria</u></b>	<b><u>Points</u></b>
Project understanding and proposed strategy for success	0-30
Approach to project management and delivery	0-30
Previous experience in similar projects/references including	0-20
<u>Expertise of key personnel and/or team partners for identified role(s)</u>	<u>0-20</u>
<b>Maximum Points</b>	<b><u>100</u></b>

The SOQ score will not be retained for subsequent interview scoring. Final selection of the successful firm awarded this project contract will be based upon interview scoring.

**Interview Format:**

Interviews may be conducted with two or more firms selected by City staff from those who submit SOQs. The City of Kirkland interview team will consist of three to six staff members directly related to the Project's scope of work. The interviews will be conducted remotely, and the consultant team will be responsible for choosing, testing and running the interview platform.

Each interview shall not exceed one hour and will generally follow this format:

- Consultant presentation, *format optional* (approximately 20 minutes)
- Predetermined interview questions from City Staff (approximately 20 minutes)
- Open question and answer session (approximately 20 minutes)

Scoring will be based on the following criteria and relative weighting.

<b><u>Criteria</u></b>	<b><u>Points</u></b>
Presentation	0-50
Predetermined interview questions	0-40
<u>Open question and answer session</u>	<u>0-10</u>

## Maximum Points

**100**

Predetermined interview questions from City will be provided to each firm selected for interview within 3 business days of being notified of their selection, along with the scoring criteria and weighting to be used by the panel of City staff interviewers. Questions asked during the open question and answer session will not be provided to the interviewed firm in advance.

## PRE-SUBMITTAL ACTIVITIES

### 1. Questions Concerning Request for Qualifications

All questions concerning the RFQ should be submitted in writing to:

City of Kirkland  
Attn: Greg Piland  
123 5<sup>th</sup> Avenue  
Kirkland, WA 98033  
[GPiland@kirklandwa.gov](mailto:GPiland@kirklandwa.gov)

### 2. Revision to the Request for Qualifications

The City reserves the right to revise the RFQ prior to the submission due date.

Revisions will be posted to the City Purchasing website:

[https://www.kirklandwa.gov/depart/Finance\\_and\\_Administration/doingbusiness/BusinessOpportunities.htm](https://www.kirklandwa.gov/depart/Finance_and_Administration/doingbusiness/BusinessOpportunities.htm)

The City reserves the right to extend the date by which qualifications are due.

### 3. Qualifications Due Date

Questions must be received by no later than **January 8, 2021**.

We encourage that qualifications be submitted by email. Emailed qualifications should include "Proposal-Job #54-20-PW" in the subject line and be addressed to: [purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov). (Emailed qualifications must be in PDF format and cannot exceed 20MB).

As an alternate to email, qualifications can be mailed or delivered to:

City of Kirkland  
Attn: Greg Piland – Job #54-20-PW  
123 5<sup>th</sup> Avenue  
Kirkland, WA 98033

If submitting a paper proposal, the original plus four (4) copies of all proposals in printed form must be submitted in a sealed envelope or box with the following words clearly marked on the

outside of the envelope, project title. The agency's name and address must be clearly indicated on the envelope.

Proposals should be prepared simply and economically, providing a straightforward, concise description of provider capabilities to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, etc. are not required or desired. Emphasis should be on completeness and clarity of content. Use recycled paper for responses and any printed or photocopied material created pursuant to a contract with the City whenever practicable. Use both sides of the paper for any submittal to the City whenever practicable.

### **Terms and Conditions**

1. The City reserves the right to request clarification of information submitted, and to request additional information on any qualifications.
2. The City reserves the right to award any contract to the next most qualified agency, if the successful agency does not execute a contract within 30 days of being notified of selection.
3. Any proposal may be withdrawn up until the date and time set above for opening of the qualifications. Any submittal not so timely withdrawn shall constitute an irrevocable offer, for a period of one hundred and twenty (120) days to sell to the City the services described in the attached specifications, or until one or more of the qualifications have been approved by the City administration, whichever occurs first.
4. A copy of the City's standard Professional Services Agreement is available for review (see attachment B). The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFQ and which is not approved by the City Attorney's office.
5. The City shall not be responsible for any costs incurred by the agency in preparing, submitting or presenting its response to the RFQ.
6. Any material submitted by a proposer shall become the property of the City. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract.
7. All qualifications and information submitted by proposers shall be public records and subject to disclosure pursuant to the Washington Public Records Act (RCW 42.56.270)
8. The selected proposer will be required to obtain a City business license and to maintain a Kirkland business license for the duration of the project.
9. The firm and all applicable personnel must be legally qualified in the State of Washington (i.e. be appropriately licensed or certified) to practice the work proposed to be performed.

10. Proposers responding to this RFQ must follow the procedures and requirements stated in the RFQ document. Adherence to the procedures and requirements of this RFQ will ensure a fair and objective analysis of your proposal. Failure to comply with or complete any part of this RFQ may result in rejection of your proposal.
11. 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.
12. Once submitted to the City, qualifications shall become the property of the City, and all qualifications 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 quotes 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.
13. Professional Services Agreement  
  
The agreement will be the city Professional Services Agreement (included as Attachment B).
14. Non-Discrimination

***The City of Kirkland in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated***

***against on the grounds of race, color, national origin or sex in consideration for an award***

Certification Regarding Suspension, Debarment, Ineligibility or Voluntary Exclusion

Pursuant to 2 CFR 200.213, the Contractor, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the Contractor is unable to certify, they must provide an explanation as to why they cannot prior to signing of any agreement. The Contractor shall provide immediate written notice to the City if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances, or have received notice that they have been suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in 2 CFR 180.

The Contractor agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction. Pursuant to 2 CFR 180.330, the Contractor is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements. The Contractor agrees that it will include this clause without modification in all lower tier covered transactions.

Scope has been modified slightly from that submitted with the King County Flood District Sub-Regional Opportunity Fund application. Changes are noted in the margins in red.

## 2021 Kirkland Surface Water Master Plan

Revised Draft Scope and Budget- April 13, 2020

### Introduction and Background

The City of Kirkland will be updating their Surface Water Master Plan to include a review of accomplishments since the last update in 2014, an overview of current challenges and opportunities, and financial, staffing and resources needed by the surface water program address regulations, operations and maintenance, and capital improvements to ensure that the Utility is able to function at a level of service that meets City and Utility goals.

### Purpose and Objectives

This purpose of this scope of work is to provide the City with a description of the tasks, assumptions, deliverables and level of effort needed to develop a Surface Water Master Plan that follows the general outline provided [in Attachment A below](#).

The specific objectives include the following:

- Develop a scope of work with necessary and optional elements to be included in the City's updated Surface Water Master Plan.
- Develop a budget for tasks associated with developing an updated Surface Water Master Plan so the City can allocate enough funds to complete this project and evaluate what elements to include in the Plan.

The tasks and subtasks described below are subdivided by Surface Water Master Plan sections, as shown in the outline [in Attachment A below](#).

### Task 1. Project Management

This task involves general project management associated with development of the Surface Water Master Plan update, including project budgeting, team coordination, scope and schedule tracking and oversight, and preparation of monthly invoices and progress reports.

#### *Assumptions:*

The following assumptions are associated with this task.

- The project duration is 18 months.
- A project management plan that outlines scope, schedule, budget, risk management, roles and responsibilities, and communications will be developed.
- A project kick-off meeting will be held with key Consultant team members (up to 4) and City staff. The meeting will last no more than 1.5 hours. The Consultant Project Manager will develop the agenda, prepare and provide copies of all necessary materials; take notes and provide a meeting summary.

- Bi-weekly phone calls with Consultant and City Project Manager to discuss project progress, upcoming events and tasks, and any potential issues and remedies. The meetings are anticipated to be no more than ½ hour.

*Deliverables:*

- Project management plan.
- Agenda and meeting notes for project kick-off meeting.
- ~~Twenty-four~~Thirty-six (2436) bi-weekly meetings.
- ~~Twelve-Eighteen~~ (182) monthly progress reports and project invoices.

## Task 2. Surface Water Master Plan

This task involves development of the Surface Water Master Plan Update and is divided into several sub-tasks by presumed Plan Section. The sub-tasks included in this task are assumed to be necessary elements of the Plan Update, based on conversations with Utility staff and City stakeholders. Optional Plan elements are included in Task 54. The deliverables for the sub-tasks below are rolled up to the task level because they are all part of the Surface Water Master Plan.

### Sub-task 2.1 Surface Water Utility Overview

This subtask involves developing narrative, graphics and tables for the Surface Water Master Plan that provides a general overview of the surface water Utility, including its organizational structure, where the utility fits in the broader City organization, general responsibilities, and Utility goals and policies. Additionally, a description of accomplishments since the last Surface Water Master Plan update will be provided as well as a simplified budget profile of Utility revenue and expenses.

*Assumptions:*

The following assumptions are associated with this subtask:

- The City will provide the consultant team with current organizational charts, Utility staffing, and descriptions of general Utility responsibilities.
- At a minimum, the following documents will be used to describe Utility goals and policies and relationship to overarching City goals:
  - City Comprehensive Plan
  - City Council Work Plan
  - Sustainability Master Plan
- The City will provide the consultant team with a list of capital projects constructed, programmatic work activities completed, staffing increases, and other stormwater management program accomplishments since 2014.
- The City will provide the consultant team with current budgetary data that shows revenue and expenses in very general categories.

### Sub-task 2.2 Challenges and Opportunities

This subtask involves developing narrative, graphics and tables for the Surface Water Master Plan that describes current challenges and opportunities encountered by the Utility. This section is meant to provide a preview of plan elements that will be discussed or analyzed in further detail in other sections or provided as an appendix.

*Assumptions:*

The following assumptions are associated with this subtask:

- At a minimum, the following City-identified challenges and/or opportunities will be identified in this section:
  - Approach to aging and failing infrastructure- proactive vs. reactive
    - Identification of critical infrastructure
  - Need for accurate CIP funding estimates
  - Need for coordination with transportation and parks
  - Urban forestry discussion
  - Challenges with siting regional facilities and retrofit projects
  - Challenges for stormwater mitigation on City projects
  - Habitat improvements
  - Need for property acquisition strategy
  - Challenges with City maintenance of facilities that serve two or more residences
  - Challenges and opportunities will be identified through a public outreach and engagement process (described in Task 3) including but not limited to a citizen survey, and interviews with key stakeholders.

#### Sub-task 2.3 Regulatory Framework

This subtask involves developing narrative, graphics and tables for the Surface Water Master Plan that describes the regulatory framework in which the Utility operates. General Federal, State and Local regulatory programs that guide work within the Surface Water Utility will be described with special emphasis on regulatory changes that have occurred since 2014 when the last Surface Water Master Plan was updated.

#### *Assumptions:*

The following assumptions are associated with this subtask:

- A table and narrative of Federal, State and Local regulatory programs and their relevancy to the Surface Water Utility will be developed.
- This section will describe NPDES Phase II permit changes since 2014 and what those changes mean for the City.
- A description of NPDES Phase I permit conditions, results of the NPDES appeal, and/or what might be expected in the next Phase II permit will also be discussed.
- Local regulations, including landscaping, tree retention, and neighborhood plan elements will be discussed as to how these local ordinances integrate with Surface Water Utility program elements.

#### Sub-task 2.4 Resource Inventory and Condition Update

This subtask involves developing narrative, graphics and tables for the Surface Water Master Plan that updates data from the 2014 plan with current statistics for the type, number, age, and location of stormwater infrastructure features managed by the Utility and related natural resources information such as stream, wetland and critical areas mapping. This section will also describe the condition of the City's stormwater infrastructure and natural resources to the extent the condition data is available, and where new or upgraded infrastructure is needed.

### Assumptions:

- The City will provide the consultant team with current GIS coverages including but not limited to the following:
  - Stormwater facilities
  - Conveyance system, including pipes and ditches
  - Transportation network
  - Streams
  - Wetlands
- The Consultant will assess where new or upgraded infrastructure is needed, including:
  - The annexation area (2011) where there is a lack of formal infrastructure
  - Pipe capacity is undersized
  - Other areas that are underserved by stormwater infrastructure
- The infrastructure gaps analysis will consist of the following:
  - The consultant team will conduct a desktop GIS exercise to evaluate gaps in stormwater infrastructure.
  - Following desktop evaluation of gaps in infrastructure, field verification of gaps will be conducted to determine locations where formal or upgraded infrastructure is needed. Up to 6 days are assumed for conducting the field verification.
  - The consultant team will prepare a map and table of locations of infrastructure needs.
  - This analysis does not include an estimate of pipe sizes and lengths needed. Hydraulic analysis will be necessary to conduct that analysis and this effort would need to be budgeted separately.
  - The City will provide a consolidated set of review comments on the draft map and table.
- The City will provide the consultant team with available condition assessment data for infrastructure that has been assessed with CCTV or other methods.
- A description of the City's current condition assessment program for pipes and other infrastructure will be included in this section along with findings from current program (i.e., failing CMP pipes?) and potential modifications such as identification of critical infrastructure in assessing condition and prioritizing repairs.
- The City will provide the consultant team with relevant documentation on natural resources conditions and/or assessments.
- This section will include an analysis of treated and untreated areas in the City and a map will be produced that shows which areas have water quality and/or stormwater flow control treatment. Treatment gaps will be denoted on the map.
- Updated tables of infrastructure statistics, similar to the 2014 Plan, will be prepared.
- Maps of natural resource features and tables indicating when and/or if the natural resource features have been assessed will be developed. These maps and tables can be used to develop work programs to address knowledge gaps of City natural resource conditions and functions.

### Sub-task 2.5 Operations and Maintenance Program

This subtask involves an analysis and summary of the Utility Operations and Maintenance Program and developing narrative, graphics and tables for the Surface Water Master Plan that describes the current program and potential modifications, if necessary, to adjust to work program demands and circumstances.

### *Assumptions:*

The following assumptions are associated with this subtask:

- The City will provide the consultant team with documentation describing the current operations and maintenance work program, including number of staff, job duties, equipment, types of activities completed, accomplishments, and challenges.
- The consultant team will interview up to 3 staff from the operations and maintenance group to solicit input on specific challenges, opportunities, and needs.
- This section will provide a summary of operation and maintenance staffing, responsibilities and challenges and recommendations for improvement, including staffing and/or equipment modifications.
- The consultant team will prepare a graph showing number of stormwater facilities vs. number of operations and maintenance staff over time to illustrate staffing ratios. Additionally, productivity statistics will be evaluated for operations and maintenance activities. These numbers will be compared to jurisdictions of similar size.
- An analysis of stormwater facilities such as low impact development (or green infrastructure) and critical area mitigation sites that require special landscape maintenance and/or monitoring will be completed to assess staffing for these types of facilities and whether the staffing ratio is adequate as additional facilities of this type are anticipated to increase.
- Programmatic actions will be developed for operations and maintenance strategies issues identified. The programmatic action summary sheets are included in Task 4.2 and will be included in a separate appendix to the plan.

### Sub-task 2.6 Capital Improvement Program

This subtask involves an analysis of the existing CIP program, methods for identifying CIPs in this Plan, a list of recommended CIPs, and an analysis of the current CIP delivery model. This section will also include prioritization criteria and methodology for funding and evaluating CIPs that address different issues (i.e., flooding, water quality, habitat) against one another.

### *Assumptions:*

The following assumptions are associated with this subtask:

- The City will provide the consultant team with the following materials for this subtask:
  - Current CIP list with anticipated schedule for funding and/or completion.
  - List of completed capital projects that were not identified in the 2014 Surface Water Master Plan.
  - List of completed CIPs identified in 2014 Plan including actual completion costs and or differences in project identified vs. project constructed.
  - List of City-identified CIPs or problem areas that require a CIP.
  - Description of City CIP delivery model
- The consultant team will attend two (2) meetings with the City to update 2014 prioritization criteria to be consistent with current City goals. for prioritizing existing unfunded CIPs and new CIPs. The meetings will be attended by two members of the consultant team and will last no more than 2 hours.
- Draft and final prioritization criteria will be developed jointly with the City and consultant team.

- Prioritization criteria will be used to prioritize existing unfunded CIPs and new CIPs.
- An evaluation of how capital funding is currently apportioned between types of projects (i.e., flooding, water quality, habitat, and infrastructure) as well as reactive vs. proactive activities will be conducted to determine the need for adjustments to meet Utility goals.
- An evaluation of the City's current CIP delivery model will be made and compared to other jurisdictions to determine if modifications could be made for efficiency. This evaluation will emphasize surface and stormwater CIPs.
- The consultant team will interview up to three (3) members of the capital improvement group to solicit input on CIP delivery methods, challenges, and opportunities for improvement.
- A schedule and budget associated with existing and new CIPs will be developed and presented in this section.
- New CIP project summary sheets and cost estimates will be provided in a separate appendix to the plan.

### Sub-task 2.7 Storm and Surface Water Group Functions

This subtask involves an analysis of the activities performed by the Storm and Surface Water Group including the organization and coordination with maintenance and CIP, work program activities and staffing, and recommended programmatic actions or policies and procedures to meet Utility goals, City needs and/or regulatory requirements. This section will be the basis for identifying staffing, program, and project needs associated with regulatory compliance.

#### *Assumptions:*

The following assumptions are associated with this subtask:

- The City will provide the consultant team with the following materials for this subtask:
  - Current programmatic project list with anticipated schedule for funding and/or completion.
  - List of completed programmatic projects identified in 2014 Surface Water Master Plan including actual completion costs and or differences in project identified vs. project completed.
  - List of City-identified programmatic projects or problem areas that require a programmatic solution.
- The consultant team will attend two (2) meetings with the City to discuss program responsibilities, challenges and recommended actions to address Utility goals. The meetings will be attended by two members of the consultant team and will last no more than two hours.
- The City will provide input to the consultant team on specific challenges and recommended actions that they would like to see in the plan and the consultant team will provide additional ideas for actions, policies and/or procedures to address Utility goals, regulatory requirements, IDDE, source control, monitoring, habitat evaluation, or other gaps identified in earlier plan sections or analysis.
- Programmatic actions will be developed for operations and maintenance strategies issues identified. The programmatic action summary sheets are included in Task 4.2 and will be included in a separate appendix to the plan.

### Sub-task 2.8 Recommended Program Implementation

This subtask involves developing narrative, graphics and tables to describe how the policy recommendations, staffing needs, prioritized CIPS, and programmatic actions developed in previous subtasks will be implemented for up to three levels of service based on City goals, requirements and resources. Budgetary needs will be described, as well as schedule considerations.

#### *Assumptions:*

- The consultant team will develop up to three levels of service to evaluate different packages of recommendations for program implementation, schedule and cost. The levels of service could be relative to the existing level of service and range from high (better than existing), medium (existing), and low (less than existing) or a different system of analysis to be determined.
- The consultant team will develop summary tables by level of service for recommended CIPS, programmatic actions, staffing and equipment needs. The tables may include projects categorized by need, group responsible for the project or action (i.e., operations and maintenance, CIP, or surface and storm), geographic region, or City/Utility goal addressed to make it easier for the City to evaluate different metrics for where or how resources are projected to be used.
- The consultant team will meet with the City to discuss program implementation and how projects and actions should be grouped into different levels of priority to provide decision makers options for allocating resources when funds are limited. The meeting will be attended by two members of the consultant team and will last no more than two hours.
- The results of the program implementation will be used in the funding analysis to determine a funding plan.

### Sub-task 2.9 Financial Analysis

This subtask involves an analysis of the existing Surface Water Utility budget, including revenue sources, and expenditures in the CIP program, operations and maintenance, engineering, and Surface Water Program management against future needs identified in this plan. The estimated revenue needed for the different levels of service will be described in comparison to the current revenue sources. A rate study and cost of service analysis will be conducted.

#### *Assumptions:*

The following assumptions are associated with this subtask:

- The City will provide the consultant team with the following materials for this subtask:
  - Current Surface Water Program budget data including breakdown of revenue and expenses for CIP, operations and maintenance, and Surface Water Management.
  - Rates and/or proposed rate increases for other City utilities (i.e., wastewater, solid waste).
  - Proposed escalation rates for projects that are programmed out for several years.
- This task involves conducting a Utility rate study and cost of service analysis with options for rate increases to fund the recommended Surface Water program, be consistent with other communities of similar size and type, and stagger increases so that the timing is off-set from other City Utility increases.

### Sub-task 2.10 Performance Measures and Reporting

This subtask involves developing a reporting tool within the City's existing framework for measuring performance. Performance measures developed in the 2014 Surface Water Master Plan will be updated to reflect new City priorities and/or goals. This section will describe performance measures and how they will be used in the context of actions described in the Surface Water Master Plan.

#### *Assumptions:*

- The City will provide the consultant team with guidance on the City's current framework for measuring performance across City departments.
- The consultant team will meet with the City to discuss options for updating existing performance measures or developing new performance measures and finding the right tool to report out on how the Utility is doing in meeting its goals. Up to two members of the consultant team will attend the meeting and the meeting will last no more than two hours.
- An assessment of the value and use of performance measures developed in the 2014 Surface Water Master Plan will be made prior to adopting these performance measures for continued use.

#### *Deliverables (Entire Task 2):*

- Draft Surface Water Master Plan in electronic format (Word), with figures, and tables. It is assumed that the City will provide a consolidated set of review comments with conflicting comments resolved, using track changes on the Word document to the consultant team.
- Revised Draft Surface Water Master Plan. The consultant team will provide a revised draft document as a clean version and edited version that shows how City comments were addressed in track changes. It is assumed that the City will provide a consolidated set of review comments with conflicting comments resolved using track changes on the Word document to the consultant team.
- Final Surface Water Master Plan document in Word and .pdf formats. A clean and edited version will be provided to the City showing how comments were resolved. Only two review cycles are assumed (draft and revised draft) for the Surface Water Master Plan.

### Task 3. Public Outreach and Engagement

This task involves assisting the City with public outreach and engagement associated with solicitation of input to the Plan and informing the public and stakeholders about decisions made as a result of the Plan.

#### *Assumptions:*

- The consultant team will develop a plan for public engagement throughout the planning process, including but not limited to a citizen survey and interviews with key stakeholders.
- The consultant team will assist the City in developing a citizen survey to evaluate citizen-identified concerns and opportunities.
- The City will implement distribution of the survey in electronic or paper form (or both).
- The consultant team will assist in evaluation and compilation of the results and will provide narrative, analysis, and tables of results in this section of the Plan.
- The City will identify key internal and/or external stakeholders for which input is valuable.

- The consultant team will conduct up to 10 stakeholder interviews and prepare a summary memorandum documenting results.

*Deliverables:*

- Draft summary memorandum documenting results of stakeholder interviews.
- Final summary memorandum documenting results of stakeholder interviews.

#### Task 4. Technical Analyses in Support of SW Program

This task involves technical analyses in support of the Surface Water Program, including identification and development of capital improvement projects, development of programmatic actions to support Surface Water Utility goals or initiatives, and integration of surface water program activities and functions with other departments. Additionally, NPDES regulatory requirements, such as Watershed Planning and Prioritization will be completed in this task.

##### Subtask 4.1 CIP project sheets with estimated budgets

This subtask involves development of up to 20 capital project summary sheets and preliminary cost estimates to address surface water issues. Conceptual designs (location, layout and section) of the top 6 prioritized capital projects identified in subtask 2.6 will be developed along with planning level cost estimates.

*Assumptions:*

- Up to 20 capital project summary sheets and preliminary cost estimates.
- Up to 6 conceptual design plans will be developed and will consist of a plan view underlain by an aerial photograph, and up to two illustrative sections.
- Planning level cost estimates will be developed for identified projects. Percent of the total construction cost allocated for engineering design, permitting, contract administration, etc., will be determined by the City and will be consistent for all cost estimates, unless unique project circumstances indicate a need for different percentages.
- If hydrologic and hydraulic modeling is necessary to develop conceptual design plans, existing models will be used to the extent practical, and will be augmented with site specific modeling to the extent necessary to identify facility sizes.
- City CIP staff will review the draft conceptual design project summary sheets and planning level cost estimates and provide a consolidated set of review comments to the consultant team to address and incorporate changes on the final project summary sheets and cost estimates.

*Deliverables:*

- Draft conceptual design project summary sheets and accompanying planning level cost estimates.
- Final conceptual design project summary sheets and accompanying planning level cost estimates.

#### Subtask 4.2 Programmatic project sheets with estimated budgets

This subtask involves development of programmatic project action sheets with planning level cost estimates to address surface water issues. Programmatic summary sheets of the top 10 prioritized programmatic actions identified in subtasks 2.5 and 2.7 will be developed along with planning level cost estimates. Programmatic actions could include modifications to operations and maintenance programs, policies or procedures to address updated Utility or City goals, and/or optional analyses in Task 4-5 that may or may not be included in this plan.

##### *Assumptions:*

- Up to 30 programmatic summary sheets will be developed and will consist of a project description, issue addressed, and graphs or tables to illustrate the programmatic approach
- Planning level cost estimates will be developed for the programmatic actions. The cost estimates will assume that actions are completed by a consultant if they are stand-alone studies or analyses. For these actions, level of effort and cost will be estimated. If the actions are modifications to City procedures, policies, etc., it will be assumed that the actions will be conducted by City staff and level of effort (hours) to complete the task will be estimated.
- The City will review draft programmatic summary sheets and planning level cost estimates and provide a consolidated set of review comments to the consultant team to address and incorporate changes on the final programmatic summary sheets and cost estimates.

##### *Deliverables:*

- Draft programmatic summary sheets and accompanying planning level cost estimates.
- Final programmatic summary sheets and accompanying planning level cost estimates.

#### Subtask 4.3 Crosswalk between Other Department Plans and Surface Water Master Plan

This subtask involves conducting a relational analysis (crosswalk) of the Surface Water Master Plan with other City Plans to identify opportunities for partnership, commonalities, gaps, and/or inconsistencies. The following plans at a minimum will be compared to the Surface Water Master Plan:

- Transportation Master Plan
- Urban Forestry Plan(s)
- Shoreline Master Plan
- 85<sup>th</sup> Street Subarea Plan
- Parks Master Plan
- Sustainability Master Plan

##### *Assumptions:*

- Prior to the start of this subtask, the City will provide the consultant team with the most current plans to be reviewed.
- Up to 6 City plans will be reviewed against the Surface Water Master Plan in this subtask.
- The consultant team will attend up to two (2) meetings with the City to discuss plans in relation to the Surface Water Master Plan. It is anticipated that two members of the consultant team will

attend and that the meetings will last no more than 2 hours. Representatives from departments responsible for plans reviewed are expected to attend these meetings to provide input.

- Opportunities, gaps or inconsistencies identified in this subtask may result in programmatic actions (subtasks 2.7 and 3-2) to address Utility and City goals.
- The City will provide a consolidated set of review comments on the draft comparison table.

*Deliverables:*

- Draft comparison table showing intersection of opportunities, gaps and/or inconsistencies between other City Plans and the Surface Water Master Plan.
- Final comparison table showing intersection of opportunities, gaps and/or inconsistencies between other City Plans and the Surface Water Master Plan.

*Subtask 4.4 Watershed Planning and Prioritization*

This subtask involves evaluating existing documentation and data and updating where necessary to meet the requirements of the City's NPDES Phase II permit for watershed planning and prioritization. This subtask will not include development of the Stormwater Management Action Plan, but the tasks that will support the plan to be developed later.

*Assumptions:*

This subtask does not include development of a Stormwater Management Action Plan.

- The City will lead this effort, consultant will support
- The City will provide the following data and documentation to the consultant team for this subtask:
  - GIS layers showing delineated sub-basins, streams, water quality data, designated uses, zoning, predicted development and redevelopment, and critical areas.
  - Documentation related to water quality impairments, pollutant loading, or any other relevant data that would inform stormwater management influence.
- The consultant team will attend up to two (2) meeting with the City to discuss prioritization approach and basin report cards for watershed planning. Up to two members of the consultant team will attend the meetings and the meetings will last no more than two hours.
- This subtask will be conducted in general accordance with Ecology guidance documentation.
- Basin report cards developed in 2014 will be updated with new information, including landscape data such as predicted development and redevelopment, stormwater management actions, water quality impairments, and beneficial uses. These report cards will be used in the basin prioritization exercise.
- An evaluation of stormwater management influence in each basin will be conducted based on existing data including landuse, current stormwater management, beneficial uses, predicted development and redevelopment, etc.
- Basins will be prioritized for potential retrofit and development of a stormwater management action plan, based on the greatest benefit that could be achieved through educational, operational, and structural stormwater management actions.

- This watershed planning and prioritization task efforts will be summarized in an appendix and will include narrative, graphs, tables, and updated basin report cards that compare basins and results.
- The City will provide a consolidated set of review comments on the draft appendix.

*Deliverables:*

- Draft appendix documenting watershed planning and prioritization to meet NPDES Phase II Permit requirement. Appendix will include narrative, graphs, tables and updated basin report cards.
- Final appendix documenting watershed planning and prioritization to meet NPDES Phase II Permit requirement.

Subtask 4.5 Develop Stormwater Management Action Plan

This subtask involves development of a Stormwater Management Action plan for the top priority catchment area (or basin) identified in subtask 34.4. The plan will be developed in general accordance with Ecology guidelines and will include projects and strategies for stormwater facility retrofits, land management and development and targeted, enhanced or customized stormwater management actions related to NPDES Phase II Permit Section S5.

*Assumptions:*

The consultant team will attend up to two (2) meetings with the City to discuss and refine projects and actions to be developed for the priority basin. Two members of the consultant team will attend the meetings and they will last no more than two hours.

Up to 6 projects, including but not limited to structural, educational, programmatic, and operational actions will be developed into project summary sheets with associated planning level cost estimates and schedule for completion.

The City will provide a consolidated set of review comments on the draft Stormwater Management Action Plan.

*Deliverables:*

- Draft Stormwater Management Action Plan to meet NPDES Phase II Permit requirement. Plan will include narrative, project summary sheets, cost estimates, and schedule.
- Final Stormwater Management Action Plan to meet NPDES Phase II Permit requirement.

Task 5. Optional Analyses

This task involves optional technical analyses in support of the Surface Water Program. These tasks are described and budgeted separately so that the City may choose to include them in the Surface Water Master Plan contract or complete them later.

Subtask 5.1 Updated Habitat Assessments

This subtask involves updating habitat assessments previously completed on Kirkland’s major stream corridors.

#### *Assumptions:*

- Habitat assessments will be completed for all major drainage basins and will include stream walks for all accessible open channel portions within those basins.
- Physical and biological characteristics will be noted and the following types of data will be collected:
  - General vegetation conditions (type, density, size, width of vegetation corridor adjacent to stream channel)
  - In-stream and hillslope erosion processes (incision, aggradation and landslides) and geologic units
  - Aquatic habitat conditions (pools, riffles, large woody debris, flow)
  - Location of riparian wetlands
  - Location of stormwater outfalls, pipes, and other infrastructure
  - Groundwater seeps
  - Pollution sources
  - General in-stream sediment distribution throughout stream channel
  - Wildlife activity (presence of beaver dams)
- The City will provide the consultant team with available documents detailing previous basin and habitat assessments.
- Up to four (4) weeks are assumed to conduct field reconnaissance. It is assumed that two members of the consultant team will conduct the reconnaissance.
- A draft and final summary report, with photographs, maps, and tables of field data, will be prepared documenting the results of the habitat assessments, including a comparison of results to previous surveys.
- The City will provide a consolidated set of review comments on the draft summary report.

#### *Deliverables:*

- Draft Habitat Assessment Report documenting results of updated habitat assessments.
- Final Habitat Assessment Report documenting results of updated habitat assessments.

#### Subtask 5.2 Evaluation of Condition Data and Prioritization of Pipes for Repair and Replacement

This subtask involves the development of a risk management strategy to prioritize pipes for repair and replacement. The risk management strategy will include an evaluation of condition assessment data to assess the likelihood of failure and critical infrastructure and other factors that would influence the consequence of failure.

#### *Assumptions:*

- The City will provide the consultant team with current condition assessment data and strategy for pipe repair and replacement.
- The consultant team will attend up to four (4) meetings with City staff to develop a risk strategy and pipe prioritization plan. Up to two members of the consultant team will attend the meetings and the meetings will last no more than two hours.
- Pipe risk and repair and replacement prioritization will be assessed by City staff using methodology developed in the risk management strategy.

- The City will provide a consolidated set of review comments on the draft Pipe Risk and Prioritization Strategy.

*Deliverables:*

- Draft Pipe Risk and Prioritization Strategy.
- Final Pipe Risk and Prioritization Strategy.

Subtask 5.3 Analysis of Parks for Regional Facilities and Property Acquisition for Surface Water Benefits (protection, restoration, mitigation)

This subtask will involve conducting an inventory of existing parks that could potentially serve dual purposes for current park uses as well as regional stormwater facilities. Additionally, this subtask will identify potential acquisition targets that could serve park and surface water benefits, particularly in underserved areas that lack City parks.

*Assumptions:*

- Criteria for including parks in the inventory for potential use for regional stormwater will be developed jointly by the City and the consultant team and may include factors such as size, topography, current use, basin location, and other broad screening level criteria.
- The consultant team will attend up to four (4) meetings with representatives of the Utility and Parks to discuss criteria and which parks should be included in the inventory. Up to two members of the consultant team will attend the meetings and they will last no more than two hours.
- The watershed planning and prioritization subtask 3.4, along with the parks inventory overlay will be used to inform screening of potential locations (basins or specific sites) for property acquisition that could potentially meet surface water goals such as protection, restoration or mitigation.
- The consultant team will attend up to four (4) meetings with representatives of the Utility, Planning, and Parks staff to discuss criteria for identifying and assessing locations for future property acquisition. Up to two members of the consultant team will attend the meetings and they will last no more than two hours.

*Deliverables:*

- Draft map and table with inventory of parks that could be used for regional detention.
- Final map and table with inventory of parks that could be used for regional detention.
- Draft map and narrative of potential property acquisition locations and goals to meet surface water and/or park needs.
- Final map and narrative of potential property acquisition locations and goals to meet surface water and/or park needs.

Subtask 5.4 Evaluation of Stormwater Mitigation options for City projects (i.e., City facilities, etc.)

This subtask involves evaluating alternatives for mitigating stormwater impacts from City projects. The consultant team will evaluate a range of options including an advanced mitigation site (regional mitigation) similar to what has been set up for wetland and stream buffer impacts for City projects,

advanced or better coordination with transportation projects where mitigation could possibly be shared, or other alternatives.

*Assumptions:*

- The consultant team will attend up to four (4) meetings with City staff to discuss the problem of mitigating stormwater impacts on-site for City facilities, the range of upcoming City projects that could have stormwater impacts, and potential solutions including off-site mitigation. Up to two members of the consultant team will attend the meetings and they will last no more than 2 hours.
- Up to three mitigation options will be evaluated.
- The City will provide a consolidated set of review comments on the draft technical memorandum documenting results of the evaluation.

*Deliverables:*

- Draft Technical Memorandum documenting results of stormwater mitigation evaluation.
- Final Technical Memorandum documenting results of stormwater mitigation evaluation.

#### Subtask 5.5 High-level hydraulic modeling/flow monitoring analysis

This subtask is to continue high-level hydraulic modeling in support of pipe capacity analysis and begin flow monitoring in areas of need, including areas in the City that are lacking formal infrastructure and new infrastructure is needed.

*Assumptions:*

- The consultant team will meet with the City to identify goals, scope, and phasing of this subtask. Up to two members of the consultant team will attend the meeting and the meeting will last no more than two hours.
- Up to 300 hours of hydraulic modeling is assumed for this subtask with specific scope and boundaries of the modeling effort to be determined.
- Flow monitoring equipment is assumed to be furnished at up to five locations in the City for a period of no more than one year.
- The consultant team will prepare a technical memorandum, with graphics and tables documenting the results of the flow monitoring analysis and hydraulic modeling.
- The City will provide a consolidated set of review comments on the draft modeling memorandum.

*Deliverables:*

- Draft Technical Memorandum documenting results of hydraulic modeling and flow monitoring.
- Final Technical Memorandum documenting results of hydraulic modeling and flow monitoring.

#### Subtask 5.6 Development of approach for tracking and reporting structural stormwater controls

This subtask involves developing a tracking and reporting tool to assess the City's structural stormwater control program to prepare the City for a potential NPDES Phase II Permit requirement in the next permit cycle.

*Assumptions:*

- The consultant team will attend two (2) meetings with City staff to discuss options for tracking and reporting progress on implementing structural stormwater controls that could work within existing reporting and tracking frameworks used for other stormwater programs.
- The consultant team will develop an electronic tracking tool that meets the requirements of the NPDES Phase I Permit.

*Deliverables:*

- Draft tracking tool that meets NPDES Phase I Permit requirements.
- Final tracking tool that meets NPDES Phase I Permit requirements.

DRAFT



## PROFESSIONAL SERVICES AGREEMENT

PSA 6/30/2020

Attachment B

The City of Kirkland, Washington, a municipal corporation ("City") and \_\_\_\_\_, whose address is \_\_\_\_\_ ("Consultant"), agree and contract as follows.

In consideration of the mutual benefits and conditions set forth below, the parties agree 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 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 or suspend 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.

D. The Consultant at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the Consultant under this Agreement and any information relating to personal, medical, and financial data will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, Chapter 42.56 RCW

The Consultant shall at any time during normal business hours

and as often as the City may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Consultant's activities. The City may, at its discretion, conduct an audit, at its expense, using its own or outside auditors, of the Consultant's activities which relate, directly or indirectly, to the Agreement.

Consultant will provide all original operation and maintenance manuals, along with all warranties, from the manufacturer for any equipment or items installed or supplied to the City as part of this contracted project.

The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

## **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 Contractor 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 in connection with performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, 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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose 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 agreement, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the agreement 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 agreement 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 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 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.

**XVI. NON-ENDORSEMENT**

As a result of the selection of a consultant to supply services to the City, the consultant agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

**XVII. NON-COLLUSION**

By signature below, the Consultant acknowledges that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation or submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Agreement.

**XVIII. WAIVER**

Waiver by the City of any breach of any term or condition of this Agreement shall not be construed as a waiver of any other breach.

**XIX. ASSIGNMENT AND SUBCONTRACT**

The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

**XX. DEBARMENT**

Recipient certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds.

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: \_\_\_\_\_