



City of Kirkland

Request for Qualifications

Houghton P&R SD Retrofit Facility

Job # 39-25-PW

Issue Date: July 21, 2026
Due Date: August 14, 2026 – 4:00 PM (PST)

REQUEST FOR QUALIFICATIONS

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

Houghton P&R SD Retrofit Facility Job # 39-25-PW

File with Purchasing Agent, Finance Department, 123 - 5th Ave, Kirkland WA, 98033

Qualifications received later than **4:00 p.m. August 14, 2026** 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 "Doing Business with the City". All active projects can be found under the opportunities tab.

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 or national origin, or sex in consideration for an award.

Americans with Disabilities Act (ADA) Information

The City of Kirkland, in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing Craig Martin at CLMartin@kirklandwa.gov or by calling 425-587-3837.

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 21st Day of July, 2026

Jacinda Guild
Purchasing Agent
425-587-3123

Advertised in The Seattle Times on July 21st and July 28th, 2026

Project Background:

The selected consultant firm will complete the design for the Houghton P&R SD Retrofit Facility project. The 5.2 Acre Houghton Park and Ride and nearby roadways, located in the City of Kirkland, contribute oil, metals, and sediments to the stormwater. In addition, 6PPD-quinone, a known emerging contaminant from vehicle-tire wear, which is known to cause salmon mortality, is commonly found in stormwater runoff from roadways and parking lots. This untreated stormwater flows into Everest Creek, which eventually reaches Lake Washington.

To address pollution and contamination of the stormwater, this project will create new stormwater treatment facilities in the Houghton Park and Ride. The stormwater facilities will treat and store runoff originating from NE 70th Place that will be directed onto the site. The facilities will provide treatment for total suspended solids (TSS), dissolved copper and zinc, and reduce the concentration of 6PPD-quinone

The project is funded by a combination of local funds and federal funding from the Department of Ecology. Inclusion of federal funding will require the successful firm to adhere to design and documentation requirements consistent with the funding source, including Federal EEO requirements. Prospective consultants shall have all administrative documents, including audited overhead rates, current and on file with WSDOT Audit Office. The City will lead project administration through Department of Ecology coordination.

DBE Goal

There is no DBE goal for this project. The selected consultant must comply with 40 CFR, Part 33, Subpart C – Good Faith Efforts.

Anticipated Scope of Work:

In general, the selected consultant is expected to develop Plans, Specifications, and Estimates (PS&E) for the above referenced project. The scope of work may include the following:

1. Investigate the project area and gather information and records necessary for engineering design. This may require multiple meetings and site visits with City staff. Perform topographic survey and identify all existing utilities to prepare a project base map. Prepare a geotechnical report. Research property easements and boundaries.
2. Prepare a preliminary design letter to describe the design elements, identify potential challenges of the current design concept, and describe deliverables and schedule.
3. Prepare 30 Percent Plans and Estimate of the selected design option for the City to review. The design shall adhere to City of Kirkland, State and Federal standards.
4. Permitting support: Present the City with potential permitting challenges and permitting strategies. Identify and prepare all necessary federal (i.e. NEPA completion), state, ecology (i.e. cultural resources review, IDP, SERP EID, SEPA), and local permits needed for the design option. (Excluding construction-related permits).

5. Prepare 60 / 90 Percent Plans, Specifications, and Estimate of the selected design option for the City to review. The design shall adhere to City of Kirkland, State and Federal standards. The City adopts the most current version of the WSDOT Standard Specifications and Amendments modified by the City's Special Provisions. Prepare a final submittal packet for construction –the Contract Documents, to include the Final Approved Plans, Specifications, Proposal, Contract, WSDOT Amendments, Special Provisions, and required appendices, conforming to the City's standard format.
6. Permitting completion: Finalize all necessary federal (i.e. NEPA completion), state, ecology (i.e. cultural resources review, IDP, SERP EID, SEPA), and local permits needed for the design option and assist the City through permit issuance. (Excluding construction-related permits).
7. Identify community outreach needs and assist the City in outreach efforts with business and property owners, presentations and preparation of visual aids.
8. Bid support: Assist the City through the bidding process, including answering questions and creating and issuing addenda.

Future Scopes of Work

Upon completion of consultant services for design and PS&E preparation, the contract may be supplemented for construction engineering services, at the discretion of the City. Engineering support during construction would consist of: assist the City in responding to RFIs, reviewing RAMs, issuing design changes as necessary, and providing independent cost estimates.

The format of your Statement of Qualifications will be at your discretion but shall be **limited to twenty (20) pages single-sided or ten (10) pages double-sided, not including a cover sheet.** However, at a minimum, it should include the following:

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 comprehensive summary of your firm's quality control plan to calculate and ensure accurate bid quantities for the bid documents and engineer's estimate
7. A statement outlining your firm's plan to meet the DBE good faith effort requirements.
8. A statement describing your experience and examples of successfully completed federally-funded Projects.
9. Examples of similar projects successfully completed through final PS&E by your firm, with an emphasis on recent and related projects. Please also include the 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.

Qualifications will be evaluated and scored by a selection panel consisting of Kirkland Public Works personnel. Consultant selection will be based on the following criteria and weighting:

<u>Evaluation Criteria</u>	<u>Points</u>
1. Qualifications/Expertise of Firm	0-25
2. Qualifications/Expertise of Project Manager	0-20
3. Ability to meet schedule	0-10
4. Approach to project	0-25
5. Familiarity with State/Federal standards	0-10
6. <u>Past Performance/References</u>	<u>0-10</u>
Maximum Points	100

General Format of Interviews

Interviews will be conducted with finalists that are selected by City staff from those who submit SOQs. The City of Kirkland interview team will consist of three to five staff members directly related to the Project's scope of work.

Each interview shall not exceed forty-five minutes and will generally follow this format:

- Consultant presentation, format optional (approximately 15 minutes)
- Predetermined interview questions from City Staff (approximately 20 minutes)
- Open question and answer session (approximately 10 minutes)

Predetermined interview questions from City will be provided to each firm selected for interview within one calendar week 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. Interviews may be held in person or virtually.

Contract Requirements and Fees

If your qualifications are accepted, the following fees and requirements will be due upon award, prior to issuance of a contract:

1. Compliance with Law/City of Kirkland Business License

- Consultant must obtain and provide a copy of a City of Kirkland Business License and otherwise comply with Kirkland Municipal Code Chapter 7.02.
- The Consultant shall comply with all applicable State, Federal and City laws, ordinances, regulations, and codes.

2. Insurance

- Consultant's insurance should be consistent with the requirements found in the sample agreement shown as Attachment A.

If, after negotiation and consideration, the City is unable to reach an acceptable agreement with the top-ranked firm, they will terminate negotiations with the top ranked firm and, at their sole discretion, may: enter into negotiations with the second-ranked firm; withhold the award for any reason; elect not to proceed with any of the proponents; or re-solicit new submissions.

Schedule:

The project schedule is as follows:

- | | |
|-----------------------|--|
| • July 21, 2026 | Request for Qualifications – 1 st Advertisement |
| • July 28, 2026 | Request for Qualifications – 2 nd Advertisement |
| • August 4, 2026 | Deadline for Questions – 5:00 PM |
| • August 7, 2026 | Responses to Questions posted |
| • August 14, 2026 | Statement of Qualifications Due – 4:00 PM |
| • August 21, 2026 | Notifications of Selections for Interview by City |
| • September 1-3, 2026 | Conduct Interviews |
| • September 10, 2026 | Consultant Selection Completion |
| • November 2026 | Notice to Proceed for Design Consultant |
| • March 2027 | Estimated end date for 30% Design Consultant |

Questions

Upon release of this RFQ, all Vendor communications concerning the RFQ should be directed to the City's RFQ Coordinator listed below. Unauthorized contact regarding this RFQ with any other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City. Questions regarding this project shall be submitted in writing to the RFQ coordinator via email, questions via phone will not be accepted. Firms should rely only on written statements issued by the RFQ Coordinator. The City's RFQ Coordinator for this project is:

Name: Craig Martin, P.E.
Address: City of Kirkland, Public Works
123 5th Avenue, Kirkland, Washington 98033
E-mail: CLMartin@kirklandwa.gov

All questions must be received before 5:00 PM on August 4, 2026.

Qualification Submittal Instructions

Please note: The following general requirements are mandatory for all qualifications. Qualifications submitted after the deadline date and time or lacking one or more of the following requirements will not be accepted.

1. Qualifications must be received by no later than 4:00 PM PST on August 14th, 2026.
2. All qualifications sent electronically must be in the form of a PDF or MS Word document and cannot exceed 20MB. **This is the required submission format.**

3. Emailed qualifications should include, "Houghton P&R SD Retrofit Facility –Job # 39-25-PW" in the subject line and be addressed to purchasing@kirklandwa.gov.
4. All qualifications must include the legal name of the organization, firm, individual or partnership submitting the RFQ. Include the address of the principal place of business, mailing address, phone numbers, emails, and primary contact person.
5. To be evaluated, qualifications must address all requirements and instructions contained within.
6. Provide all references and materials required by the RFQ instructions within.
7. Maximum page count for qualifications is 20 pages single-sided, excluding front and back covers or section break pages.

Selection Process

A selection committee will review qualifications, select finalists and conduct interviews prior to making the final selection of the consultant.

Prior to the commencement of work, the City and the selected consultant will meet to settle contract details. A notice to 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 response. Once submitted to the City, all qualifications will become public information.

Contract

The Consultant and the City will execute a Professional Services Agreement for Houghton P&R SD Retrofit Facility including all of the requirements found in the sample agreement in Attachment A.

Terms and Conditions

- A. The City reserves the right to reject any and all qualifications, and to waive minor irregularities in any qualification.
- B. 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 qualifications. Failure to comply with or complete any part of this RFQ may result in rejection of your qualifications.
- C. The City reserves the right to request clarification of information submitted, and to request additional information on any submission.
- D. The City reserves the right to award any contract to the next most qualified company, if the successful company does not execute a contract within 30 days of being notified of selection.
- E. Any qualification may be withdrawn up until the date and time set above for opening of the qualifications. Any qualification 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.

- F. The contract resulting from acceptance of a qualification by the City shall be in a form supplied or approved by the City and shall reflect the specifications in this RFQ. A copy of the City's standard Professional Services Agreement is available for review (see attachment A). 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.
- G. The City shall not be responsible for any costs incurred by the company in preparing, submitting or presenting its response to the RFQ.
- H. 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.
- I. 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. The City reserves the right to modify the scope of work and award portions of this RFQ to the selected vendor. The City reserves the right to award this work to multiple vendors if the scope of work would be best completed by multiple vendors and their associated experience.

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, 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 qualification containing language which copyrights the submission, declares the entire submission 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 qualification 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 qualifications 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 qualification(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.

DBE Participation

The City encourages DBE firms to submit qualifications and encourages all firms to team with DBE firms in their pursuit of this project.

Debarment

The Bidder shall not currently be debarred or suspended by the Federal government. The Bidder shall not be listed as having an "active exclusion" on the U.S. government's "System for Award Management" database (www.sam.gov).

**PROFESSIONAL SERVICES AGREEMENT
SDC1810000 HOUGHTON P&R SD RETROFIT FACILITY**

The City of Kirkland, Washington, a municipal corporation ("City") and _____, whose address is _____ ("Consultant"), in consideration of the mutual benefits and conditions set forth below, agree and contract as follows.

I. SERVICES BY CONSULTANT

- A. The Consultant agrees to perform the services described in Attachment A to this Agreement ("Services"), which attachment is incorporated herein by reference.
- B. The Services shall be performed in accordance with the ordinary and reasonable care, skill, and diligence that a competent professional in the same field would exercise under similar circumstances.
- C. The Professional Services Insert attached as Attachment B is incorporated herein by reference.

II. COMPENSATION

- A. The total compensation to be paid to the Consultant for these Services shall not exceed \$_____, including all applicable taxes, as detailed in Attachment ____.
- B. Payment to the 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 subconsultants' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid based on invoices submitted. Invoicing will be on the basis of percentage completed or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. If the City objects to any portion of an invoice, it will notify the Consultant. In the event of an invoice dispute, the City will timely pay any undisputed portion of the invoice, and the parties will promptly make reasonable efforts to resolve the disputed portion. The City shall have the right to withhold payment to the Consultant for any services not completed in a satisfactory manner until such time as the 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 30 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

III. 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 the services, and shall coordinate all communications with the Consultant from the City.

IV. DURATION

The estimated completion date for the Consultant's performance of the Services is _____. For the purposes of submitting and paying final invoices, this Agreement expires on _____.

The Consultant will diligently proceed with the Services, but the 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, the Consultant shall forthwith notify the City.

V. 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, the Consultant may complete such analyses and records as may be necessary to place its files in order. The 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.

VI. 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 the Consultant against all claims made against the 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/or financial data will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, including Chapter 42.56 RCW.
- E. The Consultant will, 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.
- F. The 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.
- G. 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.
- H. The foregoing records shall be maintained for a period of six years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

VII. SUCCESSORS AND ASSIGNS

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

VIII. NONDISCRIMINATION

The 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

- A. To the greatest extent allowed by law, the Consultant shall defend, indemnify, and hold harmless the City, and its officers, officials, employees, and volunteers ("Indemnified Parties") from any and all claims, injuries, damages, losses or suits (including reasonable attorney fees and costs) arising out of or in connection with performance of this Agreement, except for injuries and damages caused by the sole negligence of the Indemnified Parties.
- B. 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 the Services or bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the Indemnified Parties, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.
- C. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Title 51 RCW, Washington's industrial insurance law, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties.
- D. 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 that may arise from or in connection with the performance of the Services by the Consultant and/or 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.

The Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or to otherwise limit the City's recourse to any remedy available at law or in equity.

- A. **Minimum Scope and Amounts of Insurance.** The Consultant shall obtain and maintain insurance of the types and limits described below:
 - 1. Commercial General Liability insurance shall be as least as broad as Insurance Services Office (ISO) 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.
 - a. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

2. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as 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.
 - a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
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.
 - a. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

B. 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 the Services with written notice of any policy cancellation within two business days of the Consultant's receipt of such notice.

C. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

D. Verification of Coverage

The 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.

E. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of this 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.

F. 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 local laws, ordinances, regulations, and codes. The Consultant must obtain a City of Kirkland business license or otherwise comply with Chapter 7.02 of the Kirkland Municipal Code.

XII. FUTURE SUPPORT

The City makes no commitment and assumes no obligations for the support of the Consultant's activities except as set forth in this Agreement.

XIII. INDEPENDENT CONTRACTOR

The Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. The Consultant agrees that they are solely responsible for the payment of taxes applicable to the Services 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 them as a result of their status as an independent contractor. The Consultant is responsible for providing the office space and clerical support necessary for performing the Services. 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. The terms of this Agreement supersede any conflicting provisions contained in any attachments and/or addenda.

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.

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. However, notwithstanding the foregoing, the City consents to the Consultant including information describing the Consultant's participation in this project in bids, statements of qualifications, or other similar proposals submitted to other municipal, governmental, or similar project sponsor, so long as the information included is factually accurate.

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. DEBARMENT

The Consultant 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.

XX. GOVERNING LAW AND VENUE

This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of King County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

XXI. DISPUTE RESOLUTION

All claims, counterclaims, disputes, and other matters in question between the City and the Consultant arising out of or relating to this Agreement shall be referred to the City Manager or a designee for determination, together with all pertinent facts, documents, data, contentions, and other information. The City Manager or designee shall consult with the Consultant's representative and make a determination within thirty (30) calendar days of such referral. No civil action on any claim, counterclaim, or dispute may be commenced until thirty (30) days following such determination. Nothing herein waives any requirements of Chapter 4.96 RCW, if applicable.

XXII. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken. Unless such stricken provision goes to the

essence of the consideration bargained for by a party, all remaining provisions shall continue to be valid and binding upon the parties, and the parties agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

XXIII. EFFECTIVE DATE

This Agreement shall be deemed effective on the last date signed below.

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

CONSULTANT:

CITY OF KIRKLAND:

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____
(Type City Staff Name)

Title: _____

Title: _____

Date: _____

Date: _____



WASHINGTON STATE DEPARTMENT OF ECOLOGY CLEAN WATER STATE REVOLVING FUND

PROFESSIONAL SERVICES INSERT

Revised 03/12/2026

The following clauses shall be incorporated into contracts for “Architectural and Engineering Services” or “Professional Services,” as defined by RCW 39.80.20 (5), receiving financial assistance from the Washington State Department of Ecology (ECOLOGY) Water Pollution Control Revolving Fund Program; commonly referred to as the Clean Water State Revolving Fund (CWSRF). In the event of conflict within the contract, these clauses shall take precedence.

Compliance with State and Local Laws

The professional service provider (CONSULTANT) shall assure compliance with all applicable federal, state, and local laws, requirements, and ordinances as they pertain to the design, implementation, and administration of the approved project.

State Interest Exclusion

Partial funding of this project is being provided in part by ECOLOGY’s CWSRF. Neither the State of Washington nor any of its departments or employees are, or shall be, a party to this contract or any subcontract.

Third Party Beneficiary

Partial funding of this project is being provided by ECOLOGY’s CWSRF. All parties agree that the State of Washington shall be, and is hereby, named as an express third-party beneficiary of this contract, with full rights as such.

Cost Basis of Contract

No contract may be written for "cost-plus-a-percentage-of-cost" or "percentage of construction cost." The cost basis for this contract must be cost-reimbursement, unit price, fixed-price, time and materials, or any combination of these four methods.

Funding Recognition

Documents produced under this agreement shall inform the public that the project received financial assistance from ECOLOGY’s CWSRF. ECOLOGY and the EPA’s logo must be on all signs and documents. Logos will be provided as needed. Contact your ECOLOGY Project Team to determine the appropriate recognition for your project.

Accessibility

Public-facing documents produced under this agreement shall be accessible to the Recipient’s best ability. This recommendation applies to all products supplied under the Agreement,

providing equal access to information technology by individuals with disabilities, including and not limited to websites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on ECOLOGY's public web site.

Access to the Work Site and Records

The CONSULTANT shall provide for access to their records by ECOLOGY and EPA personnel.

The CONSULTANT shall maintain accurate records and accounts to facilitate the Recipient's audit requirements and shall ensure that all subcontractors maintain auditable records. These records shall be separate and distinct from the CONSULTANT's other records and accounts.

All such records shall be available to the Recipient and to ECOLOGY and EPA personnel for examination. All records pertinent to this project shall be retained by the CONSULTANT for a period of three years after the final audit.

Certification Regarding Suspension, Debarment, Ineligibility or Voluntary Exclusion

1. The CONSULTANT, by signing this agreement, 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 CONSULTANT is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The CONSULTANT shall provide immediate written notice to ECOLOGY if at any time the CONSULTANT learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. 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 the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of the regulations.
4. The CONSULTANT 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.
5. The CONSULTANT further agrees by signing this agreement, that it will include this clause titled "Certification Regarding Suspension, Debarment, Ineligibility or Voluntary Exclusion" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the CONSULTANT is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.

7. The CONSULTANT acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. The CONSULTANT agrees to keep proof in its agreement file that it and all lower tier recipients or subcontractors are not suspended or debarred and will make this proof available to ECOLOGY upon request. The Recipient/CONSULTANT must run a search in <https://www.sam.gov/> and print a copy of completed searches to document proof of compliance.

Disadvantaged Business Enterprises

General Compliance (40 CFR Part 33).

The CONSULTANT shall comply with the requirements of the Environmental Protection Agency's Program for Participation By Disadvantaged Business Enterprises (DBE) 40 CFR Part 33.

Non-discrimination Provision (40CFR Appendix A to Part 33).

The CONSULTANT shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Six Good Faith Efforts (40 CFR Part 33 Subpart C).

The CONSULTANT agrees to make the following good faith efforts whenever procuring subcontracts, equipment, services and supplies. The CONSULTANT shall retain records documenting compliance with the following six good faith efforts.

1. Ensuring Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources. Qualified Women and Minority business enterprises may be found on the Internet at <https://omwbe.wa.gov> or by contacting the Washington State Office of Minority and Women's Enterprises at (866) 208-1064.
2. Making information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
3. Considering in the contracting process whether firms competing for large contracts

could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

4. Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
5. Using services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6. If the prime contractor awards subcontracts, requiring the subcontractors to take the six good faith efforts in paragraphs 1 through 5 above.