



# **City of Kirkland**

## **Request for Proposal**

### **2017 Right of Way Tree Inventory Project**

**Job # 50-17-PW**

**Issue Date: August 11, 2017**

**Due Date: August 24, 2017 – 4:00 p.m. (Pacific Time)**

## REQUEST FOR PROPOSALS

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

### **2017 Right of Way Tree Inventory Project**

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

Proposals received later than **4:00 p.m. PDT August 24, 2017 will not be considered.**

A copy of this Request for Proposal (RFP) 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 Proposals link found under "Doing Business with the City".

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

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

The City requires that no person shall, on the grounds of race, religion, color, national origin, sex, age, marital status, political affiliation, sexual orientation, or the presence of any sensory, mental, or physical disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Kirkland further assures that every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs are federally funded or not.

In addition to nondiscrimination compliance requirements, a Service Provider 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; disabilities; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

**Dated this 11<sup>th</sup> Day of August, 2017.**

Greg Piland  
Purchasing Agent  
425-587-3123

## **City Profile**

Kirkland is located in the Seattle metropolitan area, on the eastern shore of Lake Washington, and approximately 10 miles northeast of downtown Seattle. It has a population of approximately 85,000 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.

### **I. Introduction**

With this Request For Proposals (RFP), the City of Kirkland, Washington, is soliciting responses from qualified firms to conduct a new, limited tree inventory in 2017. The City anticipates completion of this Project by December 30, 2017, with the selection of a consultant (or team of consultants) who will be responsible for the actual data collection and field mapping of these tree assets. The Project area is selected street rights of way (ROW) within the Kirkland corporate limits (see Figure 1) and approximately 12,000 street trees are located along arterials and collectors City-wide. This inventory includes street trees located in the planter strip (between sidewalk and street curb), medians, traffic circles, and in the public ROW in that order of priority. The Project excludes trees located in the Cross Kirkland Corridor and around City facilities (City Hall, Maintenance Center, Fire Stations). Additional data collection and field mapping may be done in subsequent project phases depending on available funding. The budget ceiling for the work covered by this RFP is \$75,000.

The City conducted its last ROW tree inventory in 2004/5, covering all City-owned ROW within Kirkland's corporate limits at the time (Figure 1 – white area). In 2011, the City annexed the Juanita-Finn Hill-Kingsgate (JFK) neighborhoods (Figure 1 – yellow area), a seven-square-mile adjacent area, and later completed a ROW tree location inventory within that area (tree locations without feature attributes). This data layer has not been maintained to any significant degree. In 2015, the City participated in a Washington State Department of Natural Resources (DNR) joint venture for mapping trees in selected municipal parks. Both the Citywide GIS tree layer and the DNR parks tree inventory are discussed further in following sections.

The selected consultant or consultant team is expected to provide labor, transportation, materials, equipment, expenses, and technical expertise to perform this project using best industry practices, such as those promoted by the International Society of Arboriculture (ISA). Firms submitting proposals for this work should clearly identify all relevant staff credentials, including ISA certification, for those individuals who will be assigned to this work.

The City of Kirkland anticipates that all field mapping will be done prior to leaf drop this season. Other tasks, including final City QC review of deliverables, are to be completed by December 30, 2017.

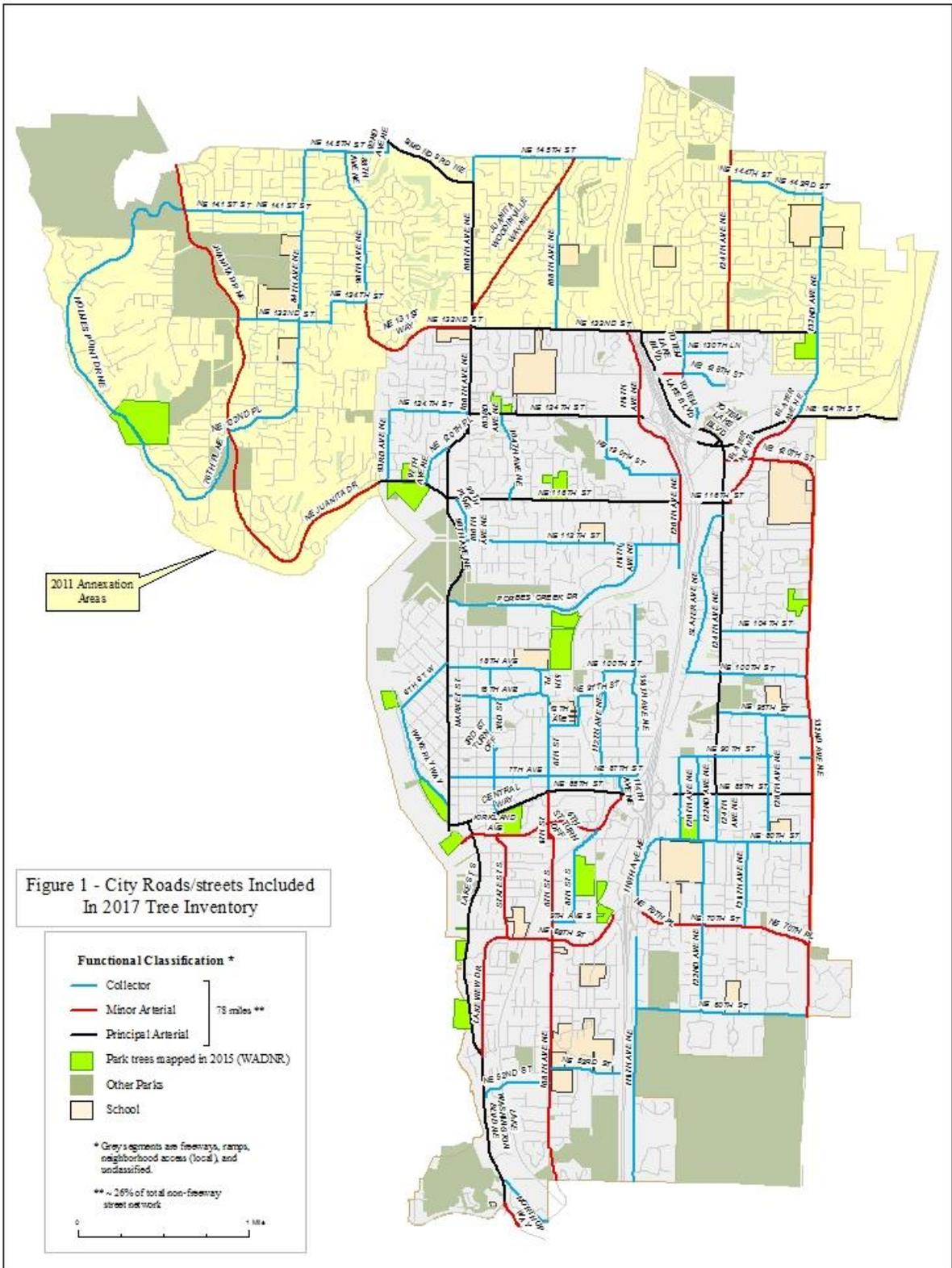


Figure 1 - City Roads/streets Included in 2017 Tree Inventory

## II. Technical Requirements

### *General Requirements*

The consultant and/or consultant team selected for this project will utilize subject expertise and digital mapping techniques to inventory trees and related features in the specified project area. Proposers may suggest data collection options, including use of GPS devices or other mobile technology. The City will provide any enterprise GIS data layers that will assist the consultant in the field mapping effort. Key data layers are listed in Section IV.

It is emphasized that this is a *new* tree inventory; existing City GIS tree data is only provided for general reference, but is not to be copied or otherwise used in the 2017 inventory without field verification (i.e. species, etc.). Also, features collected in the 2015 DNR project are not to be *re*-mapped; these features will be flagged in the appropriate City provided GIS data layer (Section IV) so as to be easily detected during the new inventory.

The City is expecting that an early data deliverable –within the first month – will be used as a pilot consisting of a few linear miles of a representative portion of the City project area. This pilot will provide an opportunity to identify issues, refine field mapping procedures, and revisit the project schedule. The City also expects to receive data deliverables from its vendor on a monthly basis; this will avoid full data delivery at the project end, helps manage resources, and will be used as the basis for the vendor to invoice for work completed/accepted. Upon successful negotiations with the Consultant team, a schedule of payments will be developed based on schedule and completion of deliverables.

Proposers should review the City's Tree Inventory Geodatabase schema (Section IV) in regard to the feature attributes that are to be collected. These are termed "Required Fields", generally do not allow null values and point to code domains. Fields other than Required Fields can be ignored in the field mapping task, since these will be dealt with in later production steps by City staff.

Three issues dealing with positional accuracy are noted here:

- 1) RFP respondents who propose using GPS for data capture should describe in detail their quality assurance (QA) for optimizing this technique, for example: by post-processing, field verification against known control points, etc.
- 2) The City recognizes that accurate trace digitizing of trunk locations from color ortho-photography is only feasible where there are no overhead obstructions. In situations of heavy canopy, ground shadows, intervening buildings, etc., tree locations may have to be approximated within the Project QC standards (Section III).
- 3) The Project is to include, to the degree possible, only those trees that are within the City-owned ROW, the boundaries of which are sometimes difficult to ascertain in the field. Within reason, trees that may be on, or very close to the

ROW margin, should be mapped rather than spending significant resources attempting to determine the actual ROW edge.

*Project Area*

Figure 1 (above) identifies the complete scope of the 78 miles of City streets whose ROW defines the limits of the 2017 Right of Way Tree Inventory Project. Figure 2 (below) is a map enlargement that illustrates the ROW polygon within which the tree inventory is to take place. For illustration purposes, the City’s existing GIS tree layer has been superimposed on this map. As stated previously, only trees within specified street/road ROW are to be mapped. Following Figure 2, Table 1 indicates the estimated number of tree sites by type that will be encountered in the survey.

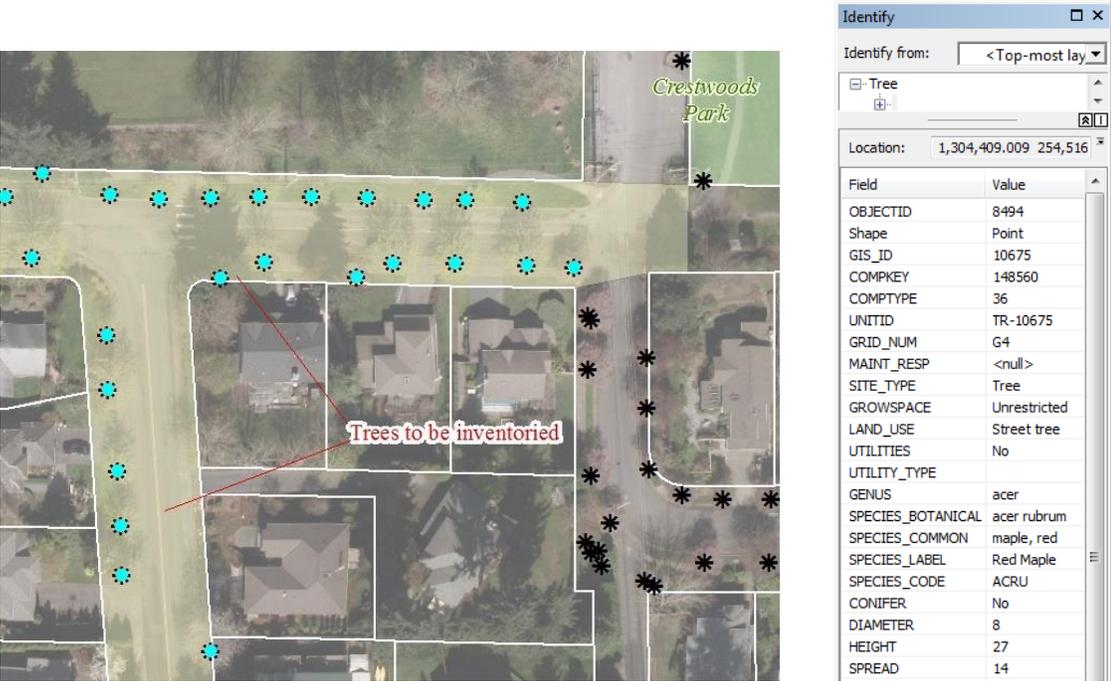


Figure 2 – ROW Polygon limits – Typical

<b>Existing City of Kirkland GIS Tree*</b>	
Right of Way Tree	10,491
Group Trees	242
Planting Space	412
Stump	30
<b>Total/scope of work:</b>	<b>11,175</b>
(* Arterials and Collectors only)	

Table 1 – Estimated Trees in inventory

### *Geodatabase Schema*

Section IV includes documentation of the City's tree inventory Geodatabase schema which defines the format to be followed for all Project data deliverables. The City currently uses ArcSDE v. 10.3.1 as its enterprise GIS. RFP respondents should note other city GIS spatial parameters also listed in Section IV.

### **III. Quality Control**

The City will conduct quality control (QC) procedures on all data deliverables. The successful consultant will be expected to communicate with and receive QA/QC recommendations from the City's Project Team throughout the project. The expectation is that the final product accepted by the City will be at least 95% accurate. This standard will be based on several measures, as follows:

- 1) 1:1 correspondence between tree features and database records. A missing tree record where a feature exists, or a tree record where no feature exists, are both errors.
- 2) Horizontal accuracy of +/- 5 feet. Except for obstructed lines of sight, this standard is attainable given proper map display zoom levels and use of the City's 2015 3" pixel resolution color ortho-photography. Errors will be flagged if mapped features exceed this measure.
- 3) Attributes are to be coded for all Required Fields (Section IV), except where null values are specifically allowed. Incorrect or missing attribute values constitute errors.
- 4) All field data must be collected by Certified Arborists (see Section V.3 – Project Staff Qualifications).
- 5) The City will utilize a phased QC approach to reviewing consultant data deliverables:
  - a) Pilot review – within first month, verify methodology, data clarity, consistency.
  - b) cursory overview – initial spot check; Pass = proceed to 2. Fail = return to consultant for rework.
  - c) Detailed review – do thorough check of one or more selected areas; Pass = proceed to 3, or Accept. Fail = return to consultant for rework
  - d) Final review – do thorough check of one or more additional selected areas; Pass = Accept. Fail = return to consultant for rework

### **IV. Database Schema**

Table 2 is a spreadsheet version of the Geodatabase schema that is to be utilized in delivering tree inventory data to the City (yellow highlights indicate required fields).

(Highlighted fields are GIS attributes that must be collected as part of the field inventory.)						
Field Name	Description	Length	Type	Domain	Valid Values	Comments
OBJECTID	System-assigned record number		Object ID			
Shape	GIS software assigned		Geometry			
GIS_ID	GIS unique ID		Long			Allow NULL Values = No
COMPKEY	Hansen-assigned ID		Long			
COMPTYPE	Hansen-assigned feature category		Long			
UNITID	Hansen-assigned unique ID	16	String			
GRID_NUM	PLSS quarter-section location of tree	14	String			
MAINT_RESP	Work group responsible for maintenance of tree	30	String	NMT_Maintenance	Unknown/Other Private Other Public Washington State Other Municipality COK Parks Dept City of Kirkland COK Street Dept COK Public Grounds COK Public Works Dept	
SITE_TYPE	Baseline tree type	16	String	Tree_type	Tree Grow space Stump Group trees	
GROWSPACE	Type of growing space	20	String	Growspace_Code	Brick/paving Tree grate Unrestricted 0-4 feet, small 4-8 feet, small 4-8 feet, medium 8+ feet, small 8+ feet, medium 8+ feet, large	
LAND_USE	Predominant land use near tree feature	16	String	Land_Use	Boulevard Business/office Cemetery Church Industrial Island Multifamily Municipal Park tree Parking lot Single family School Street tree Vacant lot Other	
UTILITIES	Presence of utilities in/near tree feature		Short	Boolean_Code	0 - No 1 - Yes	
UTILITY_TYPE	If present, type of utility	20	String	Utility_Type	Fire Hydrant Overhead Telecom Overhead Power Overhead Power & Telecom Streetlight Underground Other	

Table 2 -- Geodatabase Schema (Part A)

UTILITIES	Presence of utilities in/near tree feature		Short	Boolean_Code	0 - No 1 - Yes	
UTILITY_TYPE	If present, type of utility	20	String	Utility_Type	Fire Hydrant Overhead Telecom Overhead Power Overhead Power & Telecom Streetlight Underground Other	
GENUS	General type of tree	50	String	Genus_Code	See Tab 2	
SPECIES_BOTANICAL	Tree botanical name	50	String	Species_Botanical	See Tab 3	
SPECIES_COMMON	Tree common name	50	String	Species_Common	See Tab 3	
SPECIES_LABEL	Tree name for map label purpose	50	String	Species_MapLabel	See Tab 3	
SPECIES_CODE	Tree Code	10	String	Species_CodeName	See Tab 3	
CONIFER	Coniferous species flag		Short	Boolean_Code	0 - No 1 - Yes	
DIAMETER	Tree diameter at 4.5 feet from ground		Double			
HEIGHT	Tree height		Double			
SPREAD	Tree canopy width		Double			
TRUNK	Number of trunks		Double			
DEFECT	The presence of one or more defects		Short	Boolean_Code	0 - No 1 - Yes	
CONDITION	Tree health or quality based on formula	10	String	Condition	0 - Dead 30 - Very Poor 50 - Poor 70 - Fair 80 - Good 90 - Excellent	
YEAR_PLANTED	Year tree was planted		Short			
APPRAISAL_VALUE	Tree value in dollars based on formula		Long			
HARDWARE	Existence of planting support	10	String	Hardware_Code	Staked Cabled Other	
RISK_TREE	Priority monitoring flag		Short	Boolean_Code	0 - No 1 - Yes	
SPECIAL_TREE	Notable specimen tree flag		Short	Boolean_Code	0 - No 1 - Yes	
PRIORITY	Priority as observed in field inventory	16	String	Priority_Code	Immediate High Standard	
TREE_SOURCE	Origin of tree	16	String	TreeSource_Code	Donation	

Table 2 -- Geodatabase Schema (Part B)

## V. Deliverables

- 1) Deliver the final inventory database in electronic file format on a standard CD(s)
- 2) Metadata, including detailed citations describing field data collection practices, equipment settings, post processing procedures, base stations used for differential correction and expected accuracy, are to be submitted with interim and final data deliveries
- 3) Proposals shall offer a detailed solution to seamlessly integrating field collected GIS data into the City of Kirkland's enterprise data infrastructure.
- 4) Final Report – the report will be brief, clear, and concise and easily understood by the public. It will include the following information:
  - a) Summary, including methodology

- b) Inventory sites
- c) Species characteristics overview
- d) Recommendations for developing an achievable ongoing data maintenance plan to increase inventory resilience to changing environmental and economic conditions
- e) Other value-added attribute items as agreed
- f) Other recommendations as agreed

## VI. Proposal Requirements and City Review

### *Contact for RFP Process*

The following City staff person is the *sole point of contact* at the City of Kirkland during the RFP/solicitation process. Proposers' communication with the City up to and including the contract award stage is to be *only* with the city RFP coordinator:

Name: Ray Steiger, P.E., Operations Planning Manager  
 Address: 915 8<sup>th</sup> Street – Kirkland Maintenance Center  
 E-mail: [rsteiger@kirklandwa.gov](mailto:rsteiger@kirklandwa.gov)

### *RFP/Project Timeline*

The following timeline has been established for the 2017 Right of Way Tree Inventory Project:

RFP distributed:	August 11, 2017
Questions due:	August 16, 2017
Questions answered:	August 18, 2017
<b>Proposals due:</b>	<b>August 24, 2017 -- 4:00 pm</b>
Proposals scored:	August 31, 2017
Interviews (optional):	TBD
Contract award:	~ September 2017
Notice to Proceed/Kickoff Meeting:	September 20, 2017
Field mapping ends (leaf drop):	~ November 15, 2017
Project closeout:	December 30, 2017

### *Proposal Contents*

The following requirements apply to the format and content of all proposals submitted within this City solicitation (non-compliant proposals may be rejected at the City's option). The City is primarily interested in identifying which proposal *overall* provides the best combination of methodology and qualified staff to meet its project needs. Therefore, material submitted should be as concise and specific as possible, omit unnecessary advertising material, and in no event exceed the page limits identified below (For the purposes of this RFP, a "page" is a single sheet of 8.5" x 11" paper printed on one side; a sheet printed front/back is considered two pages. Sheets

separating proposal sections, if any, do not count in page totals, nor do front/back proposal covers, if any).

- 1) Cover Letter (2 pages maximum) – Introduce your firm and subcontractors (if any), including:
  - Firm name, address, and state/Federal identification codes such as Federal Employer Tax Identification number.
  - Individual with legal contracting authority: name, title, address, telephone, and e-mail (this individual should sign cover letter)
  - Primary contact, if different than individual in prior bullet: name, title, address, telephone, and e-mail
  - Contracts in the previous five years, if any, that were terminated for default
- 2) Technical Proposal (6 pages maximum) – The selected consultant or consultant team is expected to provide labor, transportation, materials, equipment, expenses, and technical expertise to perform this project using best industry practices, such as those promoted by the International Society of Arboriculture (ISA). Explain your approach to meeting the technical requirements described above and in Section II.:
  - Proposed field mapping methodology down to the task level
  - Staff/equipment resource logistics and management
  - Overall project timeline and interim data deliverables (maximum four)
  - Data quality control plan
  - Communication plan
- 3) Project Staff Qualifications (4 pages maximum) – List committed project staff for all major tasks, describing each individual as follows:
  - Education and experience, including total career years, as well as years at present (proposer's or subcontractor's) employment
  - ISA Certified Arborist certification number (required) and duration.
  - It is preferred that personnel collecting data in the field are TRAQ-certified.
  - Project role/responsibility
- 4) Similar Past Projects (2 pages maximum) – provide project summaries for similar tree inventories in the Pacific Northwest in the last ten years, as follows:
  - Project name and brief description (venue, metrics, timeline, budget, completion date)
  - Client organization
  - Client reference (current information): name, title, address, telephone, e-mail
- 5) Budget (1 page maximum) – Based on project timeline proposed in 2), estimate what specific amounts of the inventory can be done by each interim milestone, at what invoiced amount. Also include overall project budget, subdivided into categories by task and/or function.
- 6) Exceptions to RFP and/or Professional Services Agreement (no page limit) – Indicate any requirements stated in either this RFP or the attached Professional

Services Agreement with which you cannot, or may not be able to, comply; explain.

*Proposal Submission*

Proposals must be received by no later than **4:00 pm PDT on August 24, 2017**. We prefer that proposals be submitted by email. Emailed proposals should include "Proposal-Job #50-17-PW" in the subject line and be addressed to: purchasing@kirklandwa.gov. (Emailed proposals must be in MS Word or PDF format and cannot exceed 20MB).

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

City of Kirkland  
Greg Piland, Purchasing Agent – Job 50-17-PW  
123 5<sup>th</sup> Avenue  
Kirkland, WA 98033

*Proposal Evaluation*

The City project team will score all responsive proposals as follows:

<u>Proposal Section</u>	<u>Points</u>
Technical Proposal	30
Project Staff Qualifications	40
Similar Past Projects	20
Budget	<u>10</u>
	100

*Selection Process*

The Selection Committee may choose to select a short list of respondents for interview by a committee. Selection of a Service Provider to be awarded a contract will be based on the review committee's judgment as to the best match between the City's needs and the background and proposal of the proposer.

Written questions regarding this request for proposals should be submitted by 4:00 p.m. on August 16, 2017, and directed to Ray Steiger, by email to rsteiger@kirklandwa.gov or by mail to Kirkland Public Works, Attn: Ray Steiger, 123 Fifth Avenue, Kirkland, WA 98033.

*Contract Award*

At the conclusion of the proposal evaluation, the City project team may, but is not obligated to, select and enter into a professional services agreement with a consultant

or consultant team. The City alone will make the determination of what contractual approach, if any, best serves the agency and the community.

### *Contract*

The contract shall consist of the following documents: The Request for Proposals (RFP), the accepted proposal, a Professional Services Agreement (see Attachment A), and any agreed upon written changes to any of the foregoing documents. The contract documents are complimentary and what is called for in any one document shall be binding as if called for by all.

### *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.

## **VII. Other Requirements and Supplementary Materials**

The following items are included as attachments to this RFP to assist proposers in preparing their responses:

- 1) City of Kirkland standard Professional Services Agreement (Attachment A)
- 2) Procedure for obtaining a City of Kirkland business license (required for any entity conducting business with the City of Kirkland, and/or with any entity inside city boundaries)
- 3) GIS Data: Tree Inventory Geodatabase schema to be delivered
- 4) GIS Data: Spatial parameters for Kirkland Enterprise GIS
- 5) GIS Data: Kirkland right of way polygon defining current project area to be inventoried
- 6) GIS Data: Enterprise City-wide GIS data available for use in this project (list)



## PROFESSIONAL SERVICES AGREEMENT 2017 Right of Way Tree Inventory Project – 50-17-PW

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

### I. SERVICES BY CONSULTANT

- A. The Consultant agrees to perform the services described in Attachment \_\_\_\_\_ to this Agreement, which attachment is incorporated herein by reference.
- B. All services and duties shall be conducted and performed diligently, completely and in accordance with professional standards of conduct and performance.

### II. COMPENSATION

- A. The total compensation to be paid to Consultant for these services shall not exceed \$\_\_\_\_\_, as detailed in Attachment \_\_\_\_\_.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all work performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid monthly on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any work not completed in a satisfactory manner until such time as Consultant modifies such work to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

### III. TERMINATION OF AGREEMENT

The City or the Consultant may terminate this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event

of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work 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 contract 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 work. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.
- C. Methodology, materials, software, logic, and systems developed under this contract are the property of the Consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.

#### **V. GENERAL ADMINISTRATION AND MANAGEMENT**

The Operating Planning Manager for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

#### **VI. COMPLETION DATE**

The estimated completion date for the Consultant's performance of the services specified in Section I is \_\_\_\_\_.

Consultant will diligently proceed with the work contracted for, but consultant shall not be held responsible for delays occasioned by factors beyond its control which

could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

#### **VII. SUCCESSORS AND ASSIGNS**

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

#### **VIII. NONDISCRIMINATION**

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**

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from its negligence or breach of any of its obligations in performance of this Agreement.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

#### **X. LIABILITY INSURANCE COVERAGE**

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

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

**A. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

**B. Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

**C. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

2. The Consultant shall provide the City and all Additional Insured for this work 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 work.

**F. Occurrence Basis**

Any policy of required insurance shall be written on an occurrence basis.

**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 contract. Any such work or services shall be considered as additional work, supplemental to this contract. Such work may include, but shall not be limited to, \_\_\_\_\_ . Additional work shall not proceed unless so authorized in writing by the City.

Authorized additional work will be compensated for in accordance with a written supplemental contract between the Consultant and the City.

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

CONSULTANT:

CITY OF KIRKLAND:

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

By: \_\_\_\_\_  
Marilynne Beard, Deputy City Manager

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

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