



City of Kirkland
Request for Qualifications
High Woodlands Stormwater
Retrofit Planning
Job # 03-20-PW

Issue Date: February 6, 2020

Due Date: March 4, 2020– 3:00 p.m. (Pacific Time)

REQUEST FOR QUALIFICATIONS

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

High Woodlands Stormwater Retrofit Planning Project

File with the Financial Operations Manager, Finance Department, 123 - 5th Ave, Kirkland WA, 98033

Qualifications received later than **3:00 p.m. March 4, 2020 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 Proposals 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 or 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 6th day of February 2020.

Greg Piland
Financial Operations Manager

**Project: REQUEST FOR QUALIFICATIONS (RFQ) – CITY OF KIRKLAND
High Woodlands Stormwater Retrofit Planning**

City of Kirkland is requesting consultants to submit a statement of qualifications (SOQ) specific to the needs of the High Woodlands Stormwater Retrofit Planning Project (henceforth referred to as the Project) to provide licensed civil engineering design in support of a stormwater retrofit facility, or suite of facilities. This selection process will include both submission of Project-specific SOQs and subsequent interviews of three to four firms. Review of the SOQs will be used to select firms for interviewing, with final selection based upon the interview results. This selection of a design consultant for this Project will only involve City of Kirkland staff.

Services for this Project are generally expected to include hydrologic/hydraulic modeling, identification and evaluation of potential sites for stormwater retrofit facilities, public outreach, geotechnical exploration and analysis, conceptual design of stormwater retrofit facilities, and implementation planning.

Project Background

This Project will identify and develop conceptual designs for potential stormwater retrofit facilities for the High Woodlands Subbasin of the Juanita Creek Watershed. Work is to be coordinated with a WSDOT project to install a fish-passable culvert at I-405/NE 145th St. The WSDOT culvert project (Brickyard) will require alteration or abandonment of an existing instream detention pond that is located just east of I-405 on Juanita Creek. The facility, or suite of facilities, identified must meet or exceed the flow control function provided by the instream pond.

Project Statement of Purpose

The goal of this Project is to develop designs for a facility, or suite of facilities, that will replace the flow control function of the existing instream regional pond, and that will provide additional stormwater flow control and water quality treatment to protect and restore the Juanita Creek watershed. Objectives for this Project include:

- Quantify the stormwater flow control need for the subbasin based on comparing existing and historic (forested) flow conditions
- Quantify the flow control function currently provided by the instream regional pond
- Evaluate options for providing water quality treatment for stormwater in this subbasin
- Evaluate options for providing flow control for stormwater in this subbasin
- Evaluate and analyze potential stormwater retrofit sites and facilities, including geotechnical exploration/analysis, hydrologic/hydraulic modeling, project cost, project permitting requirements, and co-benefit identification and analysis
- Support City of Kirkland for Public Outreach activities
- Develop designs and cost estimates for a facility or facilities. The level of design will depend on the need to replace the capacity of the instream pond, and will be scoped as a second phase of this work.
- Develop an implementation plan that recommends an order of construction of facilities, funding sources, and issues that need to be addressed with each facility as it moves towards design and construction.

This Project is funded by Kirkland's Surface Water Utility. Total available funding for this Project is \$250,000.

Anticipated Scope of Work

As mentioned previously, the City of Kirkland is seeking a design team to provide civil engineering design in support of High Woodlands Retrofit Planning Project.

1. Overall management of project team resources, including multiple subcontracted firms as needed to meet the goals and purposes of the City of Kirkland and this Project. The prime consultant will be responsible for the coordination and management of a Project strategy that will integrate all aspects of and resources applicable to this Project.
2. Conduct identification and analysis of potential stormwater flow control and water quality treatment facilities including:
 - a. Survey of stream channel if it appears that significant flow control capacity could be provided in the channel
 - b. Identification and delineation of wetlands at potential facility locations (if needed)
 - c. Survey of storm drainage system within the Project subbasin in support of modeling work and identification of potential flow control and water quality facilities
 - d. Geotechnical exploration to determine feasibility of infiltration (if needed)
 - e. Hydrologic and hydraulic modeling to quantify the overall need for flow control in this subbasin relative to historic conditions, including model calibration using flow and water level data provided by the City and/or WSDOT
 - f. Hydrologic and hydraulic modeling to determine the existing flow control capacity of the instream regional facility
 - g. Identification of potential flow control and water quality treatment facility locations through GIS analysis, field screening, and workshops with City and agency staff
 - h. Lead process to rank and prioritize sites, and to choose sites that will proceed to conceptual and/or full design
 - i. Document modeling and site selection process
 - j. Support, mainly technical content, for public outreach and engagement regarding the need for stormwater management facilities, potential facility locations, and potential additional benefits that could be provided by these facilities. Main outreach and engagement activities will be planned and managed by City staff.
3. To be scoped as a next phase in the Project with the same consultant team:
 - IF the instream pond currently provides significant flow control function, develop design for facility or facilities to replace that function. Develop PS&E package for construction of a facility, or suite of facilities, to replace the flow control function of the existing instream pond including:
 - a. Comprehensive and updated survey
 - b. Geotechnical studies
 - c. Environmental study and permitting as necessary.
 - d. Identification and development of supporting documents and materials for environmental permitting and SEPA, including development of mitigation plans.
 - e. Develop and integrate in an on-going fashion input from City of Kirkland departments and staff.

- f. Developing and executing a flexible strategy for regular dialogue on Project objectives and design decisions with business owners; residential, business, and institution property owners and managers; local neighborhood associations; local interest groups; commuters; and other affected members of the community.
- g. Developing visual aids and resources for Kirkland City Council presentations and City-wide public events.
- IF it does not appear that the instream pond currently provides significant flow control function, develop 30% designs cost estimates and an implementation plan for up to 3 facilities to provide flow control and water quality treatment for this subbasin. The intent of the suite of facilities is to make progress toward restoration of historic (pre-development) flow conditions.

Future Scopes of Work

The City of Kirkland may retain services of the successful firm for design and construction phases beyond those noted above.

Schedule

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

- February 19, 2020 Questions regarding RFQ due to City
- February 26, 2020 Responses to questions posted
- March 4, 2020 Consultant Selection Project-Specific SOQs Due
- March 13, 2020 Notifications of Selections for Interview by City
- Week of March 16 Consultant Selection Interviews (subject to City Staff availability)
- March 20, 2020 Notice of Award of Consultant
- April Notice to Proceed for Consultant

Format of Submittal

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), not including resumes of key personnel and project examples, 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 federally-funded Projects.
7. 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. 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 five City staff members, who will also conduct checks for the project references submitted. Scoring will be based on the following criteria and relative weighting.

<u>Criteria</u>	<u>Points</u>
Project understanding and proposed strategy for success	0-25
Approach to project management and delivery	0-20
Previous experience in similar projects/references including	0-30
<u>Expertise of key personnel and/or team partners for identified role(s)</u>	<u>0-25</u>
Maximum Points	<u>100</u>

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.

General Format of Interviews

Interviews may be conducted with three to four firms 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 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)

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.

Contract Requirements

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.

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. Firms should rely only on written statements issued by the RFQ Coordinator. The City's RFQ Coordinator for this project is:

Name: Jenny Gaus
Address: City of Kirkland, Public Works
123 5th Avenue, Kirkland, Washington 98033
E-mail: JGaus@kirklandwa.gov

Qualification Submittal Instructions

Submissions must be received by no later than **3:00 pm PDT on March 4, 2020**

We prefer that qualifications be submitted by email. Emailed submissions should include "Qualification-Job #03-20-PW" in the subject line and be addressed to: purchasing@kirklandwa.gov. (Emailed submissions must be in MS Word or 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 #03-20-PW
123 5th Avenue
Kirkland, WA 98033

If submitting a paper qualification, the original plus four (4) copies of all qualifications in printed form must be submitted in a sealed envelope or box with the following words clearly marked on the outside of the envelope, Construction Inspection and Construction Management Services RFQ. The supplier's name and address must be clearly indicated on the envelope.

Special Conditions

Reservations

This RFQ does not commit the City to award a contract, defray any preparation costs, or to procure or contract for the work. This request for qualifications illustrates some, but not all services and activities that may be needed. The final scope and fee will be developed and negotiated between the City and the selected Consultant.

Public Records

Once submitted to the City, proposals shall become the property of the City, and all proposals shall be deemed a public record as defined in "The Public Records Act," chapter 42 section 56 of the RCW. Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the proposer, or is any way contrary to state public disclosure laws or this RFP, 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 RFP proposals until a bid selection is made. At that time, all information about the competitive procurement will be available with the exception of: proprietary/confidential portion(s) of the proposal(s), until the proposer has an adequate opportunity to seek a court order preventing disclosure. The City will consider a proposer's request for exemption from disclosure; however, the City will make a decision predicated upon RCW 42.56.

Right to Cancel

The City reserves the right to cancel this RFQ for any reason, in whole or in part.

Additional Information the City reserves the right to request additional information from any or all proposers.

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.



PROFESSIONAL SERVICES AGREEMENT

Sample

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

I. SERVICES BY CONSULTANT

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

II. COMPENSATION

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

III. TERMINATION OF AGREEMENT

The City or the Consultant may terminate this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause,

consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory services completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above.

IV. OWNERSHIP OF WORK PRODUCT

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this Agreement or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.
- B. The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.
- C. Methodology, materials, software, logic, and systems developed under this Agreement are the property of the Consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.

V. GENERAL ADMINISTRATION AND MANAGEMENT

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

VI. COMPLETION DATE

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

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

VII. SUCCESSORS AND ASSIGNS

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

VIII. NONDISCRIMINATION

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

IX. HOLD HARMLESS/INDEMNIFICATION

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

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

X. LIABILITY INSURANCE COVERAGE

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

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

C. Other Insurance Provisions

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

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

2. The Consultant shall provide the City and all Additional Insureds for this services with written notice of any policy cancellation, within two business days of their receipt of such notice.

D. Acceptability of Insurers

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

E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the services.

F. Failure to Maintain Insurance

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

G. City Full Availability of Consultant Limits

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

XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Consultant must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

XII. FUTURE SUPPORT

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

XIII.INDEPENDENT CONTRACTOR

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he or she is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him or her as a result of his or her status as an independent contractor. Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance 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.

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:_____