



City of Kirkland

Request for Proposal

Kirkland Green Trip Program

Job # 10-19-PW

Issue Date: June 7, 2019

Due Date: June 21, 2019–5:00 p.m. (Pacific Time)

REQUEST FOR PROPOSALS

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

Kirkland Green Trip Program

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

Proposals received later than **5:00 p.m. June 21, 2019 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 respondents 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 Service Provider response that indicates that any of the requested information in this RFP will only be provided if and when the Service Provider is selected as the apparently successful Service Provider is not acceptable, and, at the City's sole discretion, may disqualify the proposal from consideration.

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

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

Dated this 7th Day of June, 2019

Greg Piland
Purchasing Agent
425-587-3123

Background Information

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

Since its incorporation in 1905, Kirkland has grown in geographic size and now occupies 18 square miles. The city employs over 600 regular employees. The City of Kirkland is seeking the professional assistance of qualified firms to provide consulting services to promote and manage the City's Kirkland Green Trip (KGT) trip reduction program.

The City of Kirkland is dedicated to building and sustaining a thriving community, and part of that effort focuses on tackling the impacts of congestion and improving air quality. KGT was created in 2014 to help Kirkland residents and employers reduce drive alone trips through programs and resources that encourage and support the use of higher occupancy vehicles (carpool, vanpool and transit), active transportation (bicycling and walking), and other alternatives like teleworking and compressed work weeks.

KGT is funded by state and federal grants and implemented through a partnership with King County Metro and contracted vendors. The City of Kirkland is seeking the professional assistance of qualified firms to provide consulting services to continue to develop marketing strategies and materials, outreach to targeted groups, and carry out the implementation and administration of the KGT program through June 2020.

Scope of Services

The scope of services is attached to this RFP as Attachment A.

Desired Qualifications

- Demonstrated expertise in TDM planning, promotion and implementation of a similar scope
- Knowledge of various current and innovative TDM strategies and programs
- Knowledge of Washington State and Federal grant programs and reporting requirements
- Demonstrate familiarity of Washington State Commute Trip Reduction (CTR) laws, the City of Kirkland KGT, and Washington State Growth and Transportation Efficiency Center (GTEC) program and goals
- Knowledge of METRO's TDM programs, ORCA transit system, and the RideshareOnline system
- Knowledge of other regional and local TDM programs
- Project and budget management skills
- Experience on website and media management as well as online content production and editing (such as Wordpress and HTML)
- Experience working with a public agency in various scales

- Experience with the ORCA pass system and RideshareOnline
- Experience in marketing trip reduction program
- Experience working with transit agencies such as METRO and Sound Transit
- At least three (3) work references relating to work in the areas of CTR and/or TDM
- Must not be listed on the Suspended and Debarred Businesses and Individuals Improperly Receive Federal Funds list

Budget and Length of Contract

\$55k - \$65k, July 2019 – June 2020

Funding for the professional services contract is between \$55,000 to \$65,000 throughout the contract in 2019 and 2020. The initial length of the contract will be July 2019 through June 31, 2020.

At the sole discretion of the City, this contract may be amended to provide services based on the scope of work identified in Attachment A, based on budget availability and consultant performance. The total duration of the contract, including amendments, will not exceed five years, unless otherwise approved by the City Manager.

Submission Criteria

The proposal should at least include the following items to be considered for selection:

- Outline innovative plans, strategies and initiatives for marketing and outreach efforts to each of the following categories in Kirkland:
 - Employers (both large and small/local employers)
 - Employees
 - Multi-family residential sites
- Identify challenges to engage each group in the program and provide strategies and approaches to mitigate them
- Define detailed implementation plan, timeline and schedule for the project as well as the abovementioned outreach categories
- Provide cost for the proposed plans on marketing and outreach
- Provide direct/material costs if applicable
- Provide cost estimate for the project based on the proposed plan and schedule including labor costs and staff billing rate
- Identification of the project manager and a description of relevant experience of individual(s) who will be involved in the project.
- Names of TDM related clients, current address, phone numbers and email addresses of three recent references, preferably with municipalities or other related governmental

organizations. These clients may be contacted for verification of the respondent's experience and qualifications.

- Provide a description of program management strategies including submittal of monthly invoices, detailed quarterly progress reports, and communications
- An overview of what assistance may be needed from the City of Kirkland to complete the project
- A detailed summary of relevant completed projects and their outcomes in Transportation Demand Management and Trip Reduction Programs

Selection Process

A selection committee will review all proposals, select finalists for interviews, and make the final selection of the consultant.

If an interview process is conducted, the suggested main point of contact from the consultant's firm will be available for the interview process.

The City reserves the right not to award any portion or all of the project if it finds that none of the proposals submitted meets the specific needs of the project.

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

Proposal Submission and Evaluation

Proposals should be no longer than 10 pages, single sided, and will be evaluated based on the criteria in the selection criteria section of this document. Finalists will be contacted by phone or email and may be required to present their concept in front of a review committee. The City reserves the right to reject any or all proposals.

Staff selected to work on the project shall be present for any conducted interview as a part of the selection process.

Selection Criteria

Specialized experience developing and implementing successful Transportation Demand Management (TDM) programs	15
Familiarity with the City of Kirkland TDM program and major target groups and past performance on project contracts with government agencies	15
Any innovative and creative elements and concepts proposed to increase and maintain the program engagement level among targeted groups	10
Experience in social media marketing, webpage editing, and online content development as well as working with RideshareOnline platform	15
Experience in marketing, outreach on trip reduction and TDM resources to employers, employees and commuters and training employee transportation coordinator (ETC)	20

A detailed description of the approach and associated timeline the firm would take to plan and implement the program, including an overview of the tasks and schedule and the proposed budget	10
The qualifications, expertise, and references of the consultant's team	15
Total	100

Submission Instructions

Proposals must be received by no later than **5:00 pm PDT on June 21, 2019**. We encourage that proposals be submitted by email. Emailed proposals should include "Proposal-Job #10-19-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
 Attn: Greg Piland – Job #10-19-PW
 123 5th Avenue
 Kirkland, WA 98033

If submitting a paper proposal, the original plus four (4) copies of all proposals in printed form must be submitted in a sealed envelope or box with the following words clearly marked on the outside of the envelope, Kirkland Green Trip Program RFP. The supplier's name and address must be clearly indicated on the envelope.

Submittal Deadlines

June 7, 2019:	Release RFP
June 11, 2019:	Proponent questions due
June 13, 2019:	Answers to RFP questions posted on website
June 21, 2019:	Proposals Due by 5:00 PM PDT
June 26, 2019:	Notify proposers of interviews
Week of July 1, 2019: (TBD):	Interviews (if needed)
July 10, 2019 (on or before):	Notify selected proponent
July 10 – July 16, 2019:	Contract negotiation/preparation/signature
July 17, 2019:	Anticipated start work date

Questions

Upon release of this RFP, all Vendor communications concerning the RFP should be directed to the City's RFP Coordinator listed below via email. Unauthorized contact regarding this RFP with any other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City. Service Providers should rely only on written statements issued by the RFP Coordinator. The City's RFP Coordinator for this project is:

Name: Armaghan Baghoori (Transportation Program Coordinator)
Address: City of Kirkland, Public Works
123 5th Avenue, Kirkland, Washington 98033
E-mail: abaghoori@kirklandwa.gov

Questions regarding the RFP process are to be addressed to Greg Piland, Purchasing Agent, at gpiland@kirklandwa.gov.

Contract

The Consultant and the City will execute a standard City of *Kirkland Professional Services Agreement (Attachment B)*.

Cooperative Purchasing

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

Public Disclosure

Once submitted to the City, proposals shall become the property of the City, and all proposals shall be deemed a public record as defined in "The Public Records Act," chapter 42 section 56 of the RCW. Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the proposer, or is any way contrary to state public disclosure laws or this 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.

**City of Kirkland
Kirkland Green Trip Program Management
2019-2020 Scope of Work**

Background

Kirkland Green Trip (KGT) is an expansion of the Totem Lake Green Trip that was created in 2009 to help Kirkland residents, employees, and employers reducing their drive alone trips by offering incentives and resources such as carpool, vanpool, transit, bicycling, walking and other trip reduction programs. The goals of the KGT program are to (1) reduce drive-alone trips and traffic congestions, greenhouse gas (GHG) emission and lessen the need for transportation infrastructure; (2) help the City meet the environmental and sustainability vision as established in the Comprehensive Plan and Transportation Master Plan; (3) support non-CTR and TMP work sites employers in Kirkland to retain their employees by offering tailored commute options and manage their TMP; (4) focus on residents living in multi-family buildings to encourage using alternative transportation options.

A Summary of tasks and work items includes but is not limited to the following:

A: Develop trip reduction targets and goals corresponding to City of Kirkland TDM goals

- Develop program goals as well as implementation strategies and performance measure. Come up with basic and advanced strategies for various stakeholders and potential market areas.
- Develop creative plan and innovative incentive programs and communication strategies
- Identify major target markets based on employers, businesses and high-density residential areas in accordance with CTR/TMP efforts from King County Metro in Kirkland
- Create and maintain strong collaboration with committed local partners
- Thorough analysis of existing and potential opportunities to manage transportation demand

B: Develop Marketing and outreach detailed goals based on targeted groups in consultation with City staff

- Design and development of comprehensive and highly visible marketing campaign including commute alternative marketing materials, newsletters, informational packets, establishment and web-based commute alternative tools.
- Establish an education, marketing, and promotional campaigns
- Develop innovative implementation strategies and plans to mitigate outreach barriers for various targeted groups (i.e. residents and employees)
- Identify the most cost-effective types of incentive programs

C: Activities

C1: Residential and Employee Outreach

- Educate residents and employees in Kirkland about their transportation options through multimodal online strategies to increase general brand awareness for Kirkland Green Trip program
- Provide strategies and best practices on outreach efforts for residents and employees
- Promote and manage incentives for using alternative transportation for residents and employees using the RideShareOnline platform.
- Develop incentive strategies to engage new users and maintain current users
- Social media updates and content creation to promote relevant transportation news to commuters, announcing monthly promotions, construction impacts and other transportation related notes.
- Develop partnerships with existing programs in Kirkland both to increase outreach opportunities

C2: Employer and Property Manager Outreach

- Target businesses and multi-family residential sites and creating connection with major local businesses including CTR employers and TMP buildings, with coordination with King County Metro staff.
- Provide employers with consulting services to manage, promote and/or create a TMP
- Create and distribute an employer toolkit for implementing a transportation management plan (TMP) and help employers develop tailored transportation programs
- Develop a recognition plan/program that would encourage businesses and property managers to participate in the KGT program
- Provide employer KGT Network Training through RideShareOnline
- Set up tables display at companies or on-site events. Creating special events for employers to create momentum for a new TDM program or renew interest in an ongoing program.
- Develop various monthly or weekly commute challenges to promote alternative commuting where businesses or employees compete for recognition and prizes.
- Develop a plan to Introduce the following tools and resources to employers and property managers:
 - Guaranteed Ride Home
 - ETC training
 - Cycling assistance
 - Transit pass sales
 - Employer networking events
 - Parking management planning
 - Web based travel information
 - Tax benefit assistance
 - Direct ridesharing incentive
 - Telework assistance
 - Subsidized transit passes
 - Vanpool services

C3: Maintain and update online tools and resources (KGT website and RideShareOnline)

- Develop monthly newsletters
- Customized trip and commute planning
- Social media and online program promotion
- Database, website and program participation management and maintenance
- Strategies on how to sustain and maintain participants and improve their engagement in the program
- News and Kirkland related content
- Manage and edit KGT website to provide alternative transportation resources and information;
- Update the KGT brochure and other media
- Support users to log their commute trips to earn incentives through RideShareOnline platform; and manage and process incentives and promotions

D: Administration and Reporting

- On-going communication with City of Kirkland to ensure fundamental program decisions and directions from the City are being met
- Inform City of Kirkland on issues related to staff and other pertinent information
- Invoice and budget management
- Monitor, evaluate and measure the utilization of the various TDM elements and progress towards overall goals of reducing SOV trips through providing surveys to participating users
- Recommend new program and outreach strategies as needed. These strategies may include those that exist in the region today as well as piloted new strategies from best practices.
- Incorporate feedback to update the outreach process based on the collected data
- Track for both recruiting new travelers to transportation alternatives as well as retaining existing users.

Some of the program performance measurements to be used in the quarterly evaluation and reporting:

General

- Provide a detailed web analytics for KGT including the highlights
- Brochures requested and distributed
- Monetary incentives to switch modes
- Surveying participants in a special program
- New ridematch database registrations
- Direct utilization rate (e.g., vanpool and carpool miles logged)
- Mode shift of new participants
- Member satisfaction with services
- Overall awareness of programs
- Promotional events

- Mode shift from drive alone
- Mode shift from alternative modes
- User turnover and strategies to gain more KGT website visitors

Employers/ Business/ Property Managers

- Surveys of employers and organizations
- Measuring mode shift at the workplace sites
- Profiles of TDM elements for each employer
- Number of employers with telework and compressed work week programs

Employees

- Awareness and recognition of TDM programs available for Kirkland employees
- Number of employees teleworking or working a compressed work week

Residents

- Community events attended, and number of individuals reached
- Resident awareness of TDM services in Kirkland
- Number of residential units in properties working with the program

E: Budget and Billing

Selected proponent will submit monthly invoices to the City for subcontractor work and reimbursable expenses as needed. This should not exceed the reimbursable amount included in the contract over the duration of the agreement. The contractor will submit a budget breakdown in advance as part of the contract.



PROFESSIONAL SERVICES AGREEMENT
Kirkland Green Trip Program

Attachment B

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

I. SERVICES BY CONSULTANT

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

II. COMPENSATION

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

III. TERMINATION OF AGREEMENT

The City or the Consultant may terminate this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory services completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above.

IV. OWNERSHIP OF WORK PRODUCT

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

V. GENERAL ADMINISTRATION AND MANAGEMENT

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

VI. COMPLETION DATE

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

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

VII. SUCCESSORS AND ASSIGNS

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

VIII. NONDISCRIMINATION

Consultant shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as

otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

IX. HOLD HARMLESS/INDEMNIFICATION

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

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

X. LIABILITY INSURANCE COVERAGE

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

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect

to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

C. Other Insurance Provisions

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

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant shall provide the City and all Additional Insureds for this services with written notice of any policy cancellation, within two business days of their receipt of such notice.

D. Acceptability of Insurers

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

E. Verification of Coverage

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

F. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately

terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

G. City Full Availability of Consultant Limits

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

XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE

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

XII. FUTURE SUPPORT

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

XIII. INDEPENDENT CONTRACTOR

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

XIV. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with all attachments and addenda, represents the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument properly signed by both parties.

XV. ADDITIONAL WORK

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this

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

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

CONSULTANT:

CITY OF KIRKLAND:

By: _____

By: _____
Tracey Dunlap, Deputy City Manager

Date: _____

Date: _____