



# **City of Kirkland**

## **Request for Proposal**

### **Consulting Services**

### **Residential Recycling Collection**

### **Events & Support**

**Job # 50-20-PW**

**Issue Date: October 30, 2020**

**Due Date: November 19, 2020 –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:

### **Consulting Services for Residential Recycling Collection Events**

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

Proposals received later than **5:00 p.m. November 19, 2020 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 30th Day of October 2020**

Greg Piland  
Financial Operations Manager  
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 for residential recycling collection events and other event assistance.

## **Scope of Work**

The City of Kirkland invites requests for proposals from qualified individuals and firms who wish to plan and implement the City's residential recycling collection events, in accordance with *Attachment A, Scope of Work*.

## **Budget and Length of Contract**

Funding for the professional services contract is not to exceed \$44,400 in 2021 and \$44,400 in 2022. The total project budget is \$88,800 over the biennium. The length of the contract is January 1, 2021 through December 31, 2022.

## **Consultant Knowledge, Skill, and Abilities**

- Demonstrated expertise in planning and implementing recycling collection events or public events of a similar scope
- Experience working with municipal, county, and state government
- Knowledge of waste reduction and recycling principles and product stewardship programs
- Knowledge of grant programs and reporting requirements
- Project and budget management skills

## **Submittal Requirements**

- Proposal outlining the proponent's implementation plans, budget for event management, labor costs and hourly wages, and the costs for the collection and recycling of items accepted.
- Identification of the project manager and a description of relevant experience of individual(s) who will be involved in the project.
- Names of clients, current address, phone numbers and email addresses of three recent references, preferably with municipalities or other governmental or recycling-related organizations.
- A detailed summary of relevant completed projects.

## **Proposal Submittal Instructions**

Proposals must be received by no later than **5:00 pm PDT on November 19, 2020**. We encourage that proposals be submitted by email. Emailed proposals should include "Proposal-Job #50-20-PW" in the subject line and be addressed to: [purchasing@kirklandwa.gov](mailto: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 #50-20-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 Recycling Collection Event RFP. The supplier's name and address must be clearly indicated on the envelope.

## **Submittal Deadlines**

|                                   |  |
|-----------------------------------|--|
| October 30, 2020:                 | Release RFP                                |
| November 6, 2020:                 | Proponent questions due                    |
| November 11, 2020:                | Answers to RFP questions posted on website |
| November 19, 2020:                | Proposals Due                              |
| November 25, 2020:                | Notify proposers of interviews             |
| December 3 or 4, 2020 (TBD):      | Interviews                                 |
| December 10, 2020 (on or before): | Notify selected proponent                  |
| December 10 – December 28, 2020:  | Contract negotiation/preparation/signature |
| January 1, 2021                   | Anticipated start work date                |

## **Selection Criteria**

Selection criteria will include, but are not limited to:

- The selected firm must demonstrate expertise and experience in planning and implementing recycling collection events or other pertinent public events.
- The qualifications, expertise, and references of the individual members of the Consultant's team, including their proposed roles for this contract.
- A description of the approach and associated timeline the firm would take to plan and implement the recycling events, including an overview of the tasks and schedule and the proposed budget.

- Any innovative and creative elements proposed to increase the customer experience and material reuse at each event.
- An overview of what assistance may be needed from the City of Kirkland to complete the project.
- An individual virtual interview process with City staff.

**Selection Process**

A selection committee will review all proposals, select finalists for virtual interviews, and make the final selection of the Consultant. The City reserves the right not to award any portion or all of the project if it finds that none of the proposals submitted meet 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.

**Contract**

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

**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. Questions will not be accepted after November 6, 2020. The City’s RFP Coordinator for this project is:

|                 |  |
|-----------------|--|
| <b>Name:</b>    | Jenna McInnis  |
| <b>Address:</b> | City of Kirkland, Public Works<br>123 5 <sup>th</sup> Avenue, Kirkland, Washington 98033 |
| <b>E-mail:</b>  | <a href="mailto:jmcinnis@kirklandwa.gov">jmcinnis@kirklandwa.gov</a>                     |

Questions regarding the RFP process are to be addressed to Greg Piland, Financial Operations Manager, at [gpiland@kirklandwa.gov](mailto:gpiland@kirklandwa.gov) or (425) 587-3123.

## **Terms and Conditions**

- A. The City reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- B. Proposers responding to this RFP must follow the procedures and requirements stated in the RFP document. Adherence to the procedures and requirements of this RFP will ensure a fair and objective analysis of your proposal. Failure to comply with or complete any part of this RFP may result in rejection of your proposal.
- C. The City reserves the right to request clarification of information submitted, and to request additional information on any proposal.
- D. The City reserves the right to award any contract to the next most qualified agency, if the successful agency does not execute a contract within 30 days of being notified of selection.
- E. Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of one hundred and twenty (120) days to sell to the City the services described in the attached specifications, or until one or more of the proposals have been approved by the City administration, whichever occurs first.
- F. The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City and shall reflect the specifications in this RFP. A copy of the City's standard Professional Services Agreement is available for review (see Attachment B). The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP and which is not approved by the City Attorney's office.
- G. The City shall not be responsible for any costs incurred by the agency in preparing, submitting or presenting its response to the RFP.
- H. Any material submitted by a proposer shall become the property of the City. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract.
- I. All proposals and information submitted by proposers shall be public records and subject to disclosure pursuant to the Washington Public Records Act (RCW 42.56.270)
- J. The selected proposer will be required to obtain a City business license.

- k. The firm and all applicable personnel must be legally qualified in the State of Washington (i.e. be appropriately licensed or certified) to practice the work proposed to be performed.

### **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  
Residential Recycling Collection Events  
2021-2022 Scope of Work**

**Background**

The City of Kirkland Solid Waste Division holds residential recycling collection events, which are very popular among the community. The larger events are currently held at the Lake Washington Institute of Technology south parking lot between 9 AM and 3 PM. The goal of the events is to increase the opportunities for residents to divert difficult-to-recycle household items for reuse or recycling. Funding for the events is provided through grant funding from the 2021/2022 King County Waste Reduction and Recycling Grant and the 2021/2022 Local Hazardous Waste Management Program of King County Grant. Historically, between 1,000 to 1,500 residents participate and bring approximately 50-60 tons of material for reuse or recycling to each event. In previous years, events have been promoted through mailed flyers, though in 2020 events were promoted through online distribution only. In 2021 and 2022, events may be promoted with flyers distributed through mail or electronically only.

**Task 1: Recycling Collection Events Planning and Implementation**

The Consultant shall be responsible for planning and implementing one recycling collection event in 2021 and one event in 2022. The Consultant may instead choose to hold more than one event each year as long as all the accepted materials are collected at least once over the course of each year and the cost of the events remains within budget. . Events shall be held on dates mutually agreed upon by the City and the Consultant subject to the availability of the event venue, with at least one event in 2021 and at least one event in 2022. The Consultant can decide if they would prefer to collect all materials in one annual event or if they prefer to split the materials into multiple events. Events will be coordinated through the City of Kirkland with the King County Solid Waste Division, the King County Public Health Department, and the Washington State Department of Ecology and will be in accordance with the grant scopes of work submitted to the granting agencies.

The Consultant shall designate an Event Manager who shall be on-site at all times during each event to, at a minimum, manage the event set-up and break-down; supervise traffic control, event staff, and vendors; respond to participant complaints; and ensure vendor compliance with applicable safety and environmental regulations. The Event Manager's name and contact information shall be provided to the City before each event. At the City's request, the Consultant shall distribute education and outreach materials and customer surveys developed and printed at the City's expense to event participants upon entry to the event site. The Consultant shall be given at least two weeks' notice if the City wishes to distribute customer surveys.

**A. Planning and Implementation Requirements**

Specific planning and implementation information to be provided by the Consultant and subject to the approval of the City prior to each event shall include, but is not limited to:

- Event location
- Event hours
- Detailed map of the event layout
- Detailed map of traffic control plan
- Event signage and placement of signs
- List of accepted and not-accepted items
- Vendors and service providers
- Contracted traffic control
- Spill management plan

#### B. Items to be Collected for Reuse and Recycling

The following list includes the services to be provided and the items to be collected for reuse or recycling by the Consultant at least once each year. The City reserves the option to add or remove collected items from the list and will notify the Consultant of any changes to the list at least two months prior to the date of each event. In the event a specific item cannot be recycled due to the absence of a vendor, a significant increase in cost to recycle, or other such change in condition, the item may be removed from the list of items to be collected. The City will not be charged for the collection of any items accepted by established product stewardship programs such as E-Cycle Washington and Light Recycling Washington provided that those programs pay for collection of applicable items.

#### *Items to be collected/services to be provided once each year*

##### Appliances<sup>1</sup>

Batteries (household) – AAAA, AAA, AA, A, C, D cell, rechargeable, and cell phone

Batteries (lead acid) – Car, truck, boat, and motorcycle

CFC appliances<sup>1</sup> (refrigerators, freezers, air conditioners, dehumidifiers)

Confidential material shredding

Electronic equipment

Expanded polystyrene blocks (Styrofoam<sup>tm</sup>), packing peanuts

Fluorescent tubes and bulbs<sup>2</sup>

Latex paint<sup>1</sup>

Mattresses and box springs<sup>1</sup>

Oil, oil filters, and antifreeze

Porcelain toilets, sinks, and tubs<sup>1</sup>

Propane tanks<sup>1</sup> – Residential and camping

Scrap wood/bulky yard debris (limit two loads per resident)

Scrap metal

Tires<sup>1</sup> – Passenger and truck

<sup>1</sup>User fees may apply to the collection of these items

<sup>2</sup>If paid for by the Light Recycle Washington Program

The Consultant shall ensure that all collected materials are properly recycled or reused. Disposal of collected materials as trash is prohibited. The Consultant is responsible for evaluating materials for acceptance and has the right to refuse any materials deemed to be unacceptable. The

Consultant bears all responsibility and expense for the disposal of any non-recyclable or non-reusable items intentionally or inadvertently collected.

### C. Reporting

Subsequent to each event and for the purposes of grant reporting and reimbursement, the Consultant will provide to the City an event report containing information to include, but not limited to, participation statistics, volume of each material collected in pounds and per unit, the event cost by budget category, staff timesheets, copies of event expense receipts, and the number of customer surveys and education and outreach materials distributed (if any).

### **Task 2: Household Hazardous Waste Focused Event**

Currently, King County Hazardous Waste program hosts its roving Wastemobile service in Kirkland once per year, typically in May. The City of Kirkland is interested in offering residents an additional hazardous waste focused collection event opportunity.

Specific planning and implementation information to be provided by the Consultant and subject to the approval of the City prior to each event shall include, but is not limited to:

- Event location
- Event hours
- Detailed map of the event layout
- Detailed map of traffic control plan
- Event signage and placement of signs
- List of accepted and not-accepted items
- Vendors and service providers
- Contracted traffic control
- Spill management plan

For these events, the City is interested in collecting as many items from the King County household hazardous waste product list, <https://kingcountyhazwastewa.gov/en/about-us/hazardous-waste-library>, as is feasible. The list of collected items shall be agreed upon by the City and the Consultant. The City shall promote the event to the community.

Subsequent to each event and for the purposes of grant reporting and reimbursement, the Consultant will provide to the City an event report containing information to include, but not limited to, participation statistics, volume of each material collected in pounds and per unit, the event cost by budget category, staff timesheets, copies of event expense receipts, and the number of customer surveys and education and outreach materials distributed (if any).

### **Task 3: Event Greeters at Other City Recycling Events**

The City of Kirkland seeks event staffing for City coordinated events over the term of the contract. For this task, the City is seeking one staff person to set up signage, greet attendees, check zip codes or proof of residence, take down signage and other tasks as assigned. This role will support City coordinated events throughout 2021 and 2022, by ensuring the events only serve Kirkland residents. The City has allocated \$4,400 per year for this role, anticipating 5 hours per event, and expects to utilize the event greeter at up to 16 additional events per year (32 events over the

course of the contract). Subsequent to each event, the Consultant will provide information on participation statistics and attendee residence.

**Budget**

The total project budget is comprised of a grant funds available from the 2019/2020 King County Solid Waste Division Waste Reduction and Recycling Grant and the 2019/2020 Local Hazardous Waste Management Program of King County Grant. The total maximum project budget is \$88,800 based upon available grant funding as designated by the City for the events in grant agreements. The Consultant shall not exceed the City’s project budget but may submit a budget proposal less than \$88,800.

| <b>Task</b>  | <b>Total Cost 2021</b> | <b>Total Cost 2022</b> | <b>Total Cost Over Contract</b> |
|--------------|------------------------|------------------------|---------------------------------|
| Task 1       | \$30,000.00            | \$30,000.00            | \$60,000.00                     |
| Task 2       | \$10,000.00            | \$10,000.00            | \$20,000.00                     |
| Task 3       | \$4,400.00             | \$4,400.00             | \$8,800.00                      |
|              |                        |                        |                                 |
| <b>Total</b> | <b>\$44,400.00</b>     | <b>\$44,400.00</b>     | <b>\$88,800.00</b>              |

**Project Funding Sources:**

| <i>Funding Source:</i>                          | <b><u>2020</u></b> | <b><u>2021</u></b> |
|---|--------------------|--------------------|
| King County Waste Reduction and Recycling Grant | \$18,300           | \$18,300           |
| Local Hazardous Waste Management Program Grant  | <u>\$26,100</u>    | <u>\$26,100</u>    |
| Total   | \$44,400           | \$44,400           |

**Reimbursement**

The Consultant shall cover all expenses as they arise. Cost associated with the design, printing, and postage of event flyers or other printed collateral will be borne by the City. The Consultant shall request reimbursement of labor, mileage, and other expenses on a monthly basis with 45 day payment terms. The Consultant shall not be compensated for incidentals such as the rental of traffic control devices, signage, food and beverage costs, or other materials that could reasonably be construed as being included in the cost of each event and borne by the Consultant.

Reimbursement invoices shall include, at a minimum, the following:

- Invoices for labor and event management shall list the name of the person or persons working on the task; the hourly rate of compensation for each person or persons in quarter hour increments; and a description of the specific task(s) completed on each date during each hour or block of hours.

- Reimbursement requests for mileage shall be consistent with the current IRS mileage reimbursement rate for the business use of an automobile. Requests must use the shortest distance between the Consultant's established place of business and the address of the designated work site. Each reimbursement to and from each location shall be itemized separately.
- Invoices for other expenses shall include a description of the expense, the amount of the expense, and a date when the expense was incurred.



**PROFESSIONAL SERVICES AGREEMENT  
PSA 6/30/2020**

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

In consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

**I. SERVICES BY CONSULTANT**

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

**II. COMPENSATION**

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

**III. TERMINATION OF AGREEMENT**

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

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

#### **IV. OWNERSHIP OF WORK PRODUCT**

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this Agreement or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.
- B. The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.
- C. Methodology, materials, software, logic, and systems developed under this Agreement are the property of the Consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.
- D. The Consultant at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the Consultant under this Agreement and any information relating to personal, medical, and financial data will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, Chapter 42.56 RCW

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

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

The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services

performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

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

**V. GENERAL ADMINISTRATION AND MANAGEMENT**

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

**VI. COMPLETION DATE**

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

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

**VII. SUCCESSORS AND ASSIGNS**

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

**VIII. NONDISCRIMINATION**

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

**IX. HOLD HARMLESS/INDEMNIFICATION**

To the greatest extent allowed by law the Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or

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

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

## **X. LIABILITY INSURANCE COVERAGE**

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

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

### **A. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

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

### **B. Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

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

**C. Other Insurance Provisions**

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

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

**D. Acceptability of Insurers**

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

**E. Verification of Coverage**

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

**F. Failure to Maintain Insurance**

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

**G. City Full Availability of Consultant Limits**

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater

than those required by this agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

**XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE**

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

**XII. FUTURE SUPPORT**

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

**XIII. INDEPENDENT CONTRACTOR**

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

**XIV. EXTENT OF AGREEMENT/MODIFICATION**

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

**XV. ADDITIONAL WORK**

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this Agreement. Any such work or services shall be considered as additional work, supplemental to this Agreement. This Agreement may be amended only by written instrument properly signed by both parties.

**XVI. NON-ENDORSEMENT**

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

**XVII. NON-COLLUSION**

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

**XVIII. WAIVER**

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

**XIX. ASSIGNMENT AND SUBCONTRACT**

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

**XX. DEBARMENT**

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

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

CONSULTANT:

CITY OF KIRKLAND:

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

By: \_\_\_\_\_  
Tracey Dunlap, Deputy City Manager

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

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