



City of Kirkland

Request for Qualifications

Fire Stations Program Management Consultant

Job #25-21-PW

Issue Date: July 26, 2021

Due Date: August 13, 2021–5:00 p.m. (Pacific Time)

REQUEST FOR QUALIFICATIONS

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

Fire Stations Program Management Consultant **Job # 25-21-PW**

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

Qualifications received later than **5:00 p.m. August 13, 2021 will not** be considered.

A copy of this Request for Qualifications (RFQ) may be obtained from City's website at <http://www.kirklandwa.gov/>. Click on the Business tab at the top of the page and then click on "Doing Business with the City." All active projects can be found under the opportunities tab.

The City of Kirkland reserves the right to reject any and all qualifications, 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 Service Provider response that indicates that any of the requested information in this RFQ 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 qualifications from consideration.

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 July 26, 2021

Jay Gewin
Purchasing Agent
City of Kirkland

Background Information

The City of Kirkland is located on the eastern shore of Lake Washington. It is a suburban city, surrounded by other suburban cities and pockets of unincorporated King County. The City is near several major transportation routes including Interstate 405, State Route 520, and Interstate 5. These routes connect the City economically and socially to the greater Seattle area.

At the time of incorporation in 1905, the City of Kirkland's population was approximately 530. The current estimated population is 88,940. Kirkland is the thirteenth largest city in the State of Washington and the sixth largest in King County.

Since its incorporation, Kirkland has grown in geographic size to eighteen square miles - approximately twenty times its original size. This growth occurred primarily through the consolidation of the cities of Houghton and Kirkland in 1968, the annexations of Rose Hill and Juanita in 1988 and the annexation of North Juanita, Finn Hill, and Kingsgate areas in 2011.

Kirkland operates under a Council-Manager form of government. The City Council is the policy-making branch of Kirkland's government and consists of seven members elected at large to staggered, four-year terms. The Mayor is elected from within the Council. The City Council is supported by several advisory boards and commissions and the City Manager. The City Manager is appointed by the City Council and serves as the professional administrator of the organization, managing, coordinating, and overseeing its day-to-day activities.

Purpose and Background

In November 2020, the Kirkland voters approved the [City's Proposition 1 - Fire & Emergency Medical Services 2020 Ballot Measure](#), which was based on the [Kirkland Fire Department's Strategic Plan](#). With the success of the measure, the plan is to design, construct and/or remodel, and occupy the following stations:

Project	Budget	Completion Year
Fire Station 22 Expansion and Remodel	\$9.6 M	2023
Fire Station 27 Replacement	\$22.5 M	2023
Fire Station 26 Expansion and Remodel	\$8.4 M	2024
Fire Station 21 Expansion and Remodel	\$6.0 M	2025

**Please note: New Fire Station 24 is currently under construction and is projected to be complete in 2021, and therefore no work under this contract is required for Fire Station 24.*

The City has already addressed providing a temporary facility by leasing commercial space for the duration needed. This facility is planned to be operational by early 2022. This project is being managed by the City's Facilities Services Manager.

The consultant shall not be permitted to bid on or perform any of the actual design or construction management of the project, nor shall any firm controlled or partially owned by the consultant be allowed to bid on or perform work on the project. The actual construction work on the project shall be awarded through a competitive bid process.

Assistance Need and Performance Schedule

The purpose of this RFQ is to procure qualified program management staffing resources that can be devoted to assisting the City in implementing the Fire Stations Program. The selected consultant will assist the City staff in managing the delivery of the projects.

The City has identified the delivery model for all projects will be a traditional method of design, bid, build.

The City anticipates the selected program management team to begin September 2021.

Fire Station 22 and 27:

The City has an in-house Senior Project Engineer/Project Manager (PE/PM) who is currently overseeing the design/engineering/architect services for Fire Station 22 and 27 and the construction of new Fire Station 24.

In March 2020, the City contracted with TCA Architecture Planning for design, engineering, and architecture services for Fire Station 22 and 27, including enhanced construction management services.

Fire Station 21 and 26:

The City's PE/PM is preparing for the procurement of a design, engineering, and architecture services contract including enhanced construction management services for Fire Stations 21 and 26.

Scope of Work

The selected consultant shall provide program management services with the primary goal of assisting the City in ensuring the Fire Stations Program is kept on schedule and within budget.

With input and review from the CIP Manager, CIP Supervisor, City Senior Project Engineer, project architect/engineer, and City staff, the consultant shall develop a program management plan to include an efficient, effective, non-duplicating set of procedures, responsibilities, and monitoring metrics for program administration and contract compliance.

The consultant shall collaborate closely with all involved City stakeholders including the City Manager's Office, the Fire Department, Facilities, Public Works, Planning and Building, and Finance with the development of a program management plan.

The consultant shall work with staff to understand and advise on the functional and programmatic needs of the users. The consultant shall assist the City in reducing risk by tracking, monitoring, and acting on the Risk Registry.

The consultant shall work alongside the City's CIP Manager and Senior Project Manager but shall not undertake responsibility for design or construction-related tasks contractually assigned to the architectural and engineering team.

The consultant shall have the skill, knowledge, and availability to provide selected program management tasks and to augment the City's project management team. Some services will be one time, some will be regularly occurring tasks, and others will be as needed. Generally, management consulting tasks may include:

- Program Management Plan, including developing and implementing internal organization protocols and communication procedures
- Program Monitoring – Regular reporting:
 - Progress (overall schedule)
 - Program spending (overall budget)
 - Change Management
 - Construction Change Order review
 - Conflict and Claims Resolution
- Market Analysis – Inform the City on changing market conditions, volatility, material shortages, etc. and advise on such
- Risk Analysis – Assist the City in reducing risk by tracking, monitoring, and advising on the risk registry
- Construction contracting expertise/bid document review
- City staffing backfill as needed (i.e., vacations, attrition, FMLA, etc.)
- Contractor schedule review

The City prefers to have a single individual serving in the consultant role for the duration of the contract unless a modification is approved. Specific program management tasks have been identified by the City's program management team and may include the following:

1. Design and Bidding Phases

- 1.1. Participate in design review milestone meetings.
- 1.2. Provide advice and consultation with respect to constructability, availability/shortage of materials and costs, long lead items, building systems and equipment, construction sequencing, schedule impacts of alternative construction methods, and other issues.
- 1.3. Evaluate the program and project schedules and budgets.
- 1.4. Provide additional detail to the work breakdown structure and critical path schedule and responsibilities for all phases of the program and regularly monitor progress.
- 1.5. Maintain Risk Register for the Program and conduct risk reviews on a regular basis.
- 1.6. Perform outreach and encourage participation of potential bidders including DBE firms.

2. Construction and Closeout Phase

- 2.1. Attendance at construction meetings to observe schedule, submittal, change management and risk discussions.
- 2.2. Coordinate with the architect, engineers, construction manager, and subcontractors to resolve design and coordination issues, in order to address risk items and avoid negative impacts to the budget and schedule.
- 2.3. Maintain Risk Register for the Program and conduct risk reviews on a regular basis.
- 2.4. When necessary aid the City in ensuring general contractor compliance with contractual terms.
- 2.5. In the event of claims, disputes, and request for contract adjustments, review project correspondence, change orders (are they entitled/is it merited? what is the fair value?),

and claim submittals; make recommendations to the City for resolution of claims and disputes (supplements, does not replace).

- 2.6. Assist in project evaluation, including documentation of warranty requests, including defects and coordination of remediation and repairs.
- 2.7. Provide litigation support (if warranted) regarding schedule, delay, and disruption analysis, along with expert reports; audit construction damage calculations resulting from delays/acceleration of work, change orders, variations, etc.

Refer to the attached Professional Services Agreement for additional details and requirements.

Contract Requirements and Fees

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

1. Compliance with Law/City of Kirkland Business License

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

2. Professional Service Agreement

- A sample Professional Services Agreement (PSA) is attached.
- The City will not consider and/or negotiate changes to the language of the PSA with the selected consultant.

3. Insurance

- Please see PSA for required insurance coverage.

Qualifications/Submission Criteria

Qualifications should be prepared simply, providing straight forward, concise descriptions of the applicant's capabilities to satisfy the requirements of the request. Please limit submissions to 15 pages.

A successful consultant should have a thorough understanding of a broad range of technical, administrative, and contractual issues related to program and project management of public projects—as well as an effective communication style.

The consultant should possess a high degree of competency not only with traditional program and project management and administration processes and methods, but they should also be well-versed in the issues associated with building information models, computer-based schedule programs, web-based file management and information systems, and other engineering and construction technology tools being used by sophisticated design and construction firms.

The consultant should demonstrate competency in areas such as cost estimating, constructability reviews, value engineering, risk management, development consulting, permitting, A&E services, and project budgeting.

Qualifications must include the following:

1. A description of qualifications, including:
 - Business experience
 - Project specific experience
 - Company information including time the company has been in business
 - Number of employees
 - Identified staff and their experience that will be committed to working on the project; provide resumes of proposed staff.
2. Scope of work approach / implementation plan including:
 - A complete description of method to complete the scope of work, including roles, responsibilities, tasks, tools, monitoring metrics, and any subconsultants to be used.
3. Examples of relevant projects:
 - The consultant or consultant's employee assigned shall include a list of at least five (5) vertical projects on which similar services were performed in the last seven (7) years, including size, scope, and nature of the services involved.
4. References:
 - Provide references with contact information, a description of project scope, project costs (including construction contract and change orders), and schedule performance for each project. The City is particularly interested in fire station projects of similar scope and/or in City/County/Special Districts/School District projects.
 - Please provide three Business/Financial references.
 - Please provide three Client references.
 - References could include financial institutions, suppliers, insurance companies, clients, etc. Do not use the same references for both Client References and Business References.

Qualifications Submittal Instructions

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

1. All qualifications sent electronically must be in the form of a PDF or MS Word document and cannot exceed 20MB.
2. Please include your name, business name, business address, email address, and phone number.
3. All qualifications must include the legal name of the organization, firm, individual or partnership submitting the RFQ. Include the address of the principle place of business, phone numbers, emails, and primary contact person.
4. To be evaluated, qualifications must address all requirements and instructions contained within.
5. Provide all references and materials required by the RFQ instructions within.

Questions: Questions regarding the scope of work or evaluation process must be submitted in writing and should be addressed to Rod Steitzer, CIP Manager, at rsteitzer@kirklandwa.gov. Questions regarding the RFQ process should be addressed to Purchasing staff, at purchasing@kirklandwa.gov.

Submittal Instructions: Qualifications must be received by no later than 5:00 p.m. on August 13, 2021.

Please submit qualifications by email. Emailed qualifications should include, "FIRE STATIONS PROGRAM MANAGEMENT CONSULTANT FIRM – Job# 25-21-PW" in the subject line and be addressed to purchasing@kirklandwa.gov. Emailed qualifications must be in MS Word or PDF format and cannot exceed 20MB.

Submittal Deadlines

The Department’s schedule for review of the RFQ submittals and final selection of the Consultant is as follows:

July 26, 2021	RFQ posted
August 2, 2021	Deadline for questions: 5:00 p.m.
August 5, 2021	Responses to questions posted
August 13, 2021	Request for Qualifications Submittals Deadline: 5:00 p.m.
August 13-20, 2021	Evaluation Period – may include interviews
August 30, 2021	Contract Awarded

Selection Criteria

The City will make a selection based on the evaluation of the written qualifications. The City may also conduct an interview process with scoring used to determine the selected proposer. The City may elect to interview some or all proposers. The City reserves the right to make a selection based only on the evaluation of the written qualifications. Written qualifications and interviews will be evaluated based on the following criteria:

Statement of understanding	20
Company background and prior experience	25
Experience and qualifications of assigned personnel	35
Scope of work approach	20
Total	100

Selection Process

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

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

Contract

The Consultant and the City will execute an Agreement for FIRE STATIONS PROGRAM MANAGEMENT CONSULTANT FIRM included as Attachment A.

Terms and Conditions

- A. The City reserves the right to reject any and all qualifications, and to waive minor irregularities in any qualification.
- B. Proposers responding to this RFQ must follow the procedures and requirements stated in the RFQ document. Adherence to the procedures and requirements of this RFQ will ensure a fair and objective analysis of your qualifications. Failure to comply with or complete any part of this RFQ may result in rejection of your qualifications.
- C. The City reserves the right to request clarification of information submitted, and to request additional information on any submission.
- D. The City reserves the right to award any contract to the next most qualified company, if the successful company does not execute a contract within 30 days of being notified of selection.
- E. Any qualification may be withdrawn up until the date and time set above for opening of the qualifications. Any qualification not so timely withdrawn shall constitute an irrevocable offer, for a period of one hundred and twenty (120) days to sell to the City the services described in the attached specifications, or until one or more of the qualifications have been approved by the City administration, whichever occurs first.
- F. The contract resulting from acceptance of a qualification by the City shall be in a form supplied or approved by the City and shall reflect the specifications in this RFQ. A copy of the City's standard Professional Services Agreement is available for review (see attachment A). The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFQ and which is not approved by the City Attorney's office.
- G. The City shall not be responsible for any costs incurred by the company in preparing, submitting or presenting its response to the RFQ.
- H. Any material submitted by a proposer shall become the property of the City. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract.
- I. The City reserves the right not to award any portion or all of the project if it finds that none of the qualifications submitted meets the specific needs of the project. The City reserves the right to modify the scope of work and award portions of this RFQ to the selected vendor. The City reserves the right to award this work to multiple vendors if the scope of work would be best completed by multiple vendors and their associated experience.

Cooperative Purchasing

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

Public Disclosure

Once submitted to the City, qualifications shall become the property of the City, and all qualifications shall be deemed a public record as defined in "The Public Records Act," chapter 42 section 56 of the RCW. Any qualification containing language which copyrights the submission, declares the entire submission to be confidential, declares that the document is the exclusive property of the proposer, or is any way contrary to state public disclosure laws or this RFQ, could be removed from consideration. The City will not accept the liability of determining what the proposer considers proprietary or not. Therefore, any information in the qualification that the proposer claims as proprietary and exempt from disclosure under the provisions of RCW 42.56.270 must be clearly designated as described in the "Proprietary Material Submitted" section above. It must also include the exemption(s) from disclosure upon which the proposer is making the claim, and the page it is found on must be identified. With the exception of lists of prospective proposers, the City will not disclose RFQ qualifications until a bid selection is made. At that time, all information about the competitive procurement will be available with the exception of: proprietary/confidential portion(s) of the qualification(s), until the proposer has an adequate opportunity to seek a court order preventing disclosure. The City will consider a proposer's request for exemption from disclosure; however, the City will make a decision predicated upon RCW 42.56.

DBE Participation

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



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

Attachment A

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

C. 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: _____