



City of Kirkland

Request for Proposal

Municipal Garage Management and Parking Consulting Services

Job # 43-21-PW

Issue Date: December 21, 2021

Due Date: January 18, 2022–5:00 p.m. (PST)

REQUEST FOR PROPOSALS

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

Municipal Garage Management and Parking Consulting Services Job # 43-21-PW

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

Proposals received later than **5:00 p.m. on January 18 2022** will not be considered.

A copy of this Request for Proposal (RFP) may be obtained from City's web site under the "Opportunities" tab at <https://www.kirklandwa.gov/Government/Departments/Finance-and-Administration/Purchasing-Services/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 21st Day of December, 2021

Jay Gewin
Purchasing Agent
City of Kirkland
425-587-3123

Published Daily Journal of Commerce – December 21st and 28th, 2021

Background Information

The City of Kirkland, Washington is located in the Seattle/Bellevue metropolitan area on the eastern shore of Lake Washington. It is approximately ten miles northeast of downtown Seattle and immediately north of Bellevue. It has a population of about 90,000 and is full-service city organized under the Council/Manager form of government.

Approximately thirty years ago, the City partnered with the King County Library System to build a structure at 308 Kirkland Avenue on land the City still owns. The Library System paid for, owns, and manages a branch library at the site; and the City paid for, owns, and is responsible for managing the multilevel parking structure under the library. For most of the structure's history, the City itself managed the parking facility, but beginning in 2018 the City contracted with Diamond Parking Services to provide management services. The term of that first contract is coming to an end, so the City has issued a new Request for Proposals for similar professional services for a multiyear term. Additionally, as the City evaluates changes it may want to make to parking in the downtown area, the City also may ask the selected Service Provider to provide consultation and recommendations regarding parking management, technology, and fees for on-street parking and in other downtown parking facilities owned by the City. Further, the City may consider charging for parking at certain City parks and other City-owned facilities, about which the City may seek consultation and recommendations.

The upper, open air ramp of parking is designated for library patrons and is maintained by the Library System. The upper level covered stalls are available to the general public for free for up to four hours. Stalls on the lower level are designated for non-City employees who are enrolled in the City's free downtown employees parking program. The Service provider is allowed to issue notices of over-limit parking or other violations of the posted rules, though municipal parking tickets are issued and impounds are arranged by the Kirkland Police Department.

The City has retained an architect/engineer team to evaluate whether and how best to add a community center of about 20,000 square feet to augment the existing senior center, teen center, municipal pool, and the Kirkland Performance Center. A preliminary design concept is to create a covered walkway from this campus of buildings to the municipal garage, which could place higher level of demand on the use of the garage.

The City has made some needed physical improvements to the parking facility in recent years, including the ability for all doors in the garage to close, lock, and reopen automatically at set hours. This has greatly reduced unwanted activities in the garage. Further improvements may be needed for both practical and customer service reasons. The City anticipates seeking the selected Service Provider's consultation and recommendations on certain physical improvements and on-going maintenance.

Scope of Services

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

Mandatory Qualifications

- Firm must have experience managing and operating parking facilities

Desired Qualifications

- Demonstrable extensive experience in managing and operating structured parking facilities, with desired experience in managing and operating publicly-owned parking facilities.
- Advanced experience in designing pay-for-parking programs and recommending parking rates.
- Reputation for excellent customer service.
- Experience with designing and implementing marketing programs or ideas to increase the usage of parking facilities.
- Experience with designing, redesigning, and/or implementing preferential use programs, such as the City's downtown employees parking program.
- Experience and ability to provide consulting services for parking-related topics.
- General understanding of municipal budgeting basics.

Budget and Length of Contract

Entities that response to this RFP are asked to propose their preferred business terms for compensation for these services.

The initial term of the contact the is awarded is anticipated to be three years, with the option to extend an additional two years (potential total of five years) based upon the mutual agreement of the parties.

Contract Requirements and Fees

If your proposal is accepted, the following fees and requirements will be due upon award, prior to issuance of a contract:

1. Compliance with Law/City of Kirkland Business License

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

2. Insurance

- Contractor must obtain insurance coverage as described in the City's Professional Services Agreement (Attachment B)

Submission Criteria

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

- A description of the proposing entity's business structure and organization
- Identification of key personnel with whom the City would be interacting, in what capacity, and a summary of their experience (do not include full resumes). Please identify a main point of contact.
- Examples of previous parking-related marketing, consulting, and fee establishment efforts
- Particular services or distinctions the proposer would provide in response to items in the scope of work.
- Preferred business terms and compensation. Please include hourly rates for consulting, and total annual cost for property management of the Kirkland parking garage facility.
- An initial projection of what assistance may be needed from the City to accomplish the scope of work
- Three recent references from owners of parking facilities not owned by the proposing entity but managed by the proposing entity. The City is especially but not exclusively interested in references from government entities.

Selection Process

A selection committee will review all proposals, select finalists for interviews, and make the final selection of the Service Provider. If an interview process is conducted, the identified main point of contact from proposing Service Provider must 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 Service Provider will meet to settle contract details. A letter notifying the Service Provider of the City's award will constitute notice to proceed. The City is not responsible for any costs incurred by the Service Provider for the preparation of its proposal. Once submitted to the City, all proposals will become public information.

Proposal Submission and Evaluation

Proposals should be no longer than 20 pages, single-sided, excluding front and back covers (submitted via e-mail). They will be evaluated based on the selection criteria below. Finalists will be contacted by phone or e-mail and may be required to present their proposal 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 interview conducted as a part of the selection process.

Selection Criteria

The proposals of all qualified entities will be evaluated independently by a three-person staff team, who will be asked to score each factor in the chart below on a 0-3 scale (3 being best) using a weight-per-factor multiplier in the chart below.

A maximum score of 63 is possible.

There will be a non-mandatory pre-submittal visit/walk-through on Wednesday, January 5, 2022. City staff will be present to answer questions.

Factor	Weight
Clear understanding of the City’s needs as demonstrated by the response	3
Management approach	3
Proposed business terms	3
Municipal Experience	3
Business Terms/Proposed Compensation	3
Non-municipal experience	2
Breadth of services available by proposer	2
Overall impressions	1
References	1

Submission Instructions

Proposals must be received by no later than **5:00 pm PST on January 18, 2022.** We require that proposals be submitted by e-mail. E-mailed proposals should include “Municipal Garage Management and Parking Consulting Services – Job # 43-21-PW” in the subject line and be addressed to purchasing@kirklandwa.gov, cc jstarbard@kirklandwa.gov. (E-mailed proposals must be no longer than 20 pages in MS Word or PDF format and cannot exceed 20MB).

All proposals must include the legal name of the organization, firm, individual or partnership submitting the RFP. Include the address of the principle place of business, mailing address, phone numbers, emails, fax number (if one exists) and primary contact person. To be evaluated, a proposal must address all requirements, references, materials and instructions contained within.

Submittal Deadlines

- December 21, 2021: Release RFP
- January 6, 2022: Questions due by 5:00 PM PST
- January 11, 2022: Answers to RFP questions emailed and posted on website
- January 18, 2022: Proposals Due by 5:00 PM PST
- February 1, 2022: Notify those invited for interviews (if needed)
- Week of February 7 2022: Interviews (if needed)

February 15, 2022 (on or before): Notify selected consultant
February 15-25, 2022: Contract negotiation/preparation/signature
March 1, 2022: 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: John Starbard, Deputy Director of Public Works
Address: City of Kirkland, Public Works
123 5th Avenue, Kirkland, Washington 98033
E-mail: jstarbard@kirklandwa.gov

Questions regarding the RFP process are to be addressed to Jay Gewin, Purchasing Agent, at purchasing@kirklandwa.gov.

Contract

The Service Provider and the City will execute an agreement for Municipal Parking Management and Parking Consulting Services, including all the requirements found in the Scope of Work (Attachment A), and the professional services agreement (Attachment B).

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 entity, if the initially successful entity 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 A). 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. 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. The City reserves the right to modify the scope of work and award portions of this RFP 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 of the *Revised Code of Washington* (RCW) allows cooperative purchasing between public agencies in the State of Washington. Public agencies that 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 that copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the proposer, or is in 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 as such in the proposal. It also must 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.

Disadvantaged Business Enterprise (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.

Federal Debarment

The Bidder shall not currently be debarred or suspended by the Federal government. The Bidder shall not be listed as having an "active exclusion" on the U.S. government's "System for Award Management" database (www.sam.gov).

ATTACHMENT A

City of Kirkland Municipal Parking Management and Parking Consulting Services Scope of Work

Background

Historically, the City has managed its municipal garage, surface parking lots, on-street parking, and parking at public parks and City-owned facilities on its own. In 2018, the City contracted with a third party to manage the municipal parking garage and to provide certain consulting services related to parking. The term of that initial contract is coming to an end and the City must re-advertise for parking management and consulting services.

While initially the primary scope of work will concern management of the garage, the City may have discussions with the City Council in 2022 concerning broader questions about paid parking and related technology and services for on-street parking and in City-owned lots. The City also may explore pay-for-parking options at certain City parks and/or other City-owned facilities. If so, the City anticipates consulting with the selected Service Provider about some or all of those matters; and may seek certain additional management services beyond the garage, depending upon the outcome of discussions and decisions made.

For the City, this contract will be managed by the Department of Public Works, though staff from other departments may participate in future discussions.

Tasks

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

1. Day-to-day Management of Municipal Garage
 - a. Provide in-person, walk-around monitoring of the garage at least five times per day, every day of the year, between the hours of 5:00 a.m. and midnight.
 - b. Record total car counts for the middle and lower levels between 11:00 a.m. and noon, between 5:00 p.m. and 6:00 p.m., and between 8:00 p.m. and 9:00 p.m., or as agreed; car count reports shall include date, time, total count, and level, and be provided in a spreadsheet or database format once per month.
 - c. Provide or coordinate janitorial services for daily cleaning of elevator, daily emptying of trash receptacles, and weekly cleaning of all stairways.
 - d. Coordinate with City for City staff to provide regular sweeping of vehicle decks.
 - e. Inform and coordinate with City about unusual circumstances, such as vandalism, graffiti, mechanical issues, etc.
 - f. Service Provider's staff shall interact with garage patrons using an exceptional customer service manner.

- g. Issue parking warning notices, as needed, for vehicular violations of posted rules; coordinate with the Kirkland Police Department (KPD) if an impound or citation is needed.
- h. Inform garage users if their behavior or activity is in violation of posted rules; contact the KPD if a person(s) needs to be trespassed from the facility or if it appears to warrant police involvement.
- i. Coordinate with City about any needed or potential change in operations because of inclement weather, civil unrest, or other unusual circumstance.

2. Consultation and Recommendations

- a. In the proposal, provide the City with the financial terms for parking-related consulting services that will be applicable for the duration of the initial term of the contract.
- b. Meet with the City at least once during the first half of the year, or more frequently at any time of the year, as warranted, to discuss any needed or recommended physical improvements or major maintenance items that should be addressed; to the extent it is within the Service Provider's expertise, assist the City in developing cost estimates or ranges either directly or by reference to other knowledgeable sources.
- c. At the City's sole discretion, the City may seek consultation and recommendations about ways to adjust the City's existing downtown employee parking program. At present, the program encompasses portions of the municipal garage, the "Wester Lot" immediately south of City Hall, and portions of street parking on Lake Avenue West.
- d. At the City's sole discretion, the City may seek consultation and recommendations about marketing opportunities or strategies for City-owned downtown parking.

Optional Service A: Downtown Parking Rates and Technology Alternatives

The City had a downtown parking rate analysis conducted in 2020. Because of the many uncertainties of the pandemic, the City Council did not wish to establish new or higher parking fees at that time, but was willing to return to the subject. The City anticipates returning to this discussion in early 2022. A summary of tasks and work items desired for this Optional Service A may include but not be limited to the following:

- A.1. Review the 2020 parking rate analysis; recommend refinements or amendment, if needed.
- A.2. Advise the City on a reasonable methodology for City staff to use to calculate potential annual parking revenue using different scenarios.

- A.3. Assist the City in becoming informed of different parking technologies that could be used to meet the City's objectives; assist the City in evaluating the pros and cons of different technologies; assist the City in understanding and evaluating maintenance, operational, and implementation issues related to different technologies; to the extent it is within the Service Provider's expertise, assist the City in developing cost estimates or ranges either directly or by reference to other knowledgeable sources.
- A.4. Attendance (likely virtual attendance) at one or more City Council meeting(s) to assist City staff in responding to questions if and when the City Council discusses downtown parking rates and technology alternatives.

Assistance with items A.1. and A.3. should take the form of a technical memo or a report, and also a meeting(s) with the City. Assistance with item A.2. may take the form of an e-mail and/or a meeting.

Optional Service B: Increased Service Level at Garage

For both security and customer service reasons, at the City's sole discretion, the City may desire to have an on-site attendant at the garage for eight hours every day of the year, likely between about 4:00 p.m. and about midnight. If this option is exercised, the City would anticipate reducing the service identified in 1.a., above, to at least three times per day, every day of the year, between the hours of 5:00 a.m. and 4:00 p.m., or as recommended in the proposal. A summary of tasks and work items desired for this Optional Service A may include but not be limited to the following:

- B.1. Provide in-person, walk-around monitoring of the garage between about 4:00 p.m. and about midnight; conduct a final walk through after the doors are closed and locked to ensure the garage is secure.
- B.2. Serve as an "ambassador" for the City in customer service interactions; be knowledgeable about buildings and businesses near the garage and be able to provide directions to garage patrons; be informed about any special parking programs (e.g., parking associated with a special event or performance); keep abreast of special activities planned and implemented in the downtown area, such as street fairs, parades, etc.
- B.3. Help fulfill the services identified in section 1, above, as directed by the Service Provider.
- B.4. The proposal must identify the total annual cost of this Optional Service B for the duration of the initial term of the contract.

Optional Service C: Parking Rates, Management Recommendations, and Technology Options at Public Parks and/or Other City Facilities

The City enjoys a beautiful park and recreation system that is extremely popular, especially during the summer. Parking is even more at a premium at City parks when the City also is hosting a special event or attraction on a summer day.

At present, parking at all City parks is free with a four-hour time limit and enforcement provided by the Police Department. The City may explore moving to paid parking at select parks, such as waterfront parks, and potentially others. The City anticipates seeks consulting services to Parks and other City facilities in the areas of pricing, technology, and policy recommendations. The Department of Parks and Community Services also has interest in parking revenue projections for those parks that may be identified for paid parking.



PROFESSIONAL SERVICES AGREEMENT
Municipal Garage Management and Parking Consulting Services
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: _____
Beth Goldberg, Deputy City Manager

Date: _____

Date: _____