



City of Kirkland

Request for Proposal

Future of Park Lane Study

Job #55-22-CMO

Issue Date: October 13, 2022

Due Date: October 31, 2022–10:00 a.m. (Pacific Time)

REQUEST FOR PROPOSALS

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

Future of Park Lane Study **Job # 55-22-CMO**

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

Proposals received later than **10:00 a.m. PDT on October 31, 2022, 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 "Doing Business with the City" and look under the "Opportunities" tab.

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 requires that no person shall, on the grounds of race, religion, color, national origin, sex, age, marital status, political affiliation, sexual orientation, or the presence of any sensory, mental, or physical disability 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 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 13th of October 2022

Jay Gewin
Purchasing Agent
City of Kirkland

Advertised in The Daily Journal of Commerce on October 13 and October 20, 2022

Background Information

The City of Kirkland is located on the eastern shore of Lake Washington, approximately 10 miles northeast of downtown Seattle. It is a suburban city, with a current estimated population of 92,900. Kirkland is the twelfth largest city in the State of Washington and the sixth largest in 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 metropolitan area.

[Park Lane](#) is a two block, curbless "Flexible Street" at the heart of Downtown Kirkland lined with businesses, restaurants, and retail uses. Park Lane has been designed as a pedestrian-oriented street with slow moving vehicle traffic and parking and has removable bollards at each end to enable regular closure of the street for community events. Recently, consideration has been given to more permanent closure of Park Lane to vehicle traffic:

In the summer 2019, Park Lane was closed to vehicle traffic on Sundays as a pilot program to create a pedestrian plaza space for the community and to inform potential street closure in the future. Feedback from the community and business owners on Summer Sundays indicated that the pilot did not increase pedestrian use as expected, and comments referenced lack of street activation and draws for pedestrian engagement and 'dead street' syndrome particularly on the east end of the lane.

In the summer of 2020, in response to indoor restrictions and capacity limits mandated by WA State due to the COVID-19 pandemic, and with input from the 'Outside the Walls' community task force, CARES Act Funding was used to create "Evenings on Park Lane". "Evenings" closed the west end of Park Lane to vehicles each evening between Lake Street and Main Street from 6pm to 7am seven days a week, from July 2 through November 17, 2020. Additionally, City staff developed an application process for temporary Sidewalk Cafés; temporary allowance for restaurants to expand outdoor seating into adjoining on-street parking stalls (i.e., "parklets"); and processes for expanded outdoor café seating or outdoor retail space. This additional programming to allow for sidewalk cafés and parklets did attract more people to Park Lane than Summer Sundays.

Given continued COVID-19 restrictions at the beginning of 2021, Council authorized extending "Evenings on Park Lane" for the summers of 2021-2022 where the west end of Park Lane was closed to vehicular traffic and parking from early May to October starting at 6pm and reopening after the last restaurant closes. Notably, with the expiry of WA State mask mandates, City authorization for parklets expired in March of 2022 and were not included as part of summer 2022 "Evenings."

The future usage of Park Lane beyond summer 2022 is an ongoing item for Council consideration. Prior to the end of "Evenings on Park Lane" program in October 2022, Council authorized in their [August 3rd regular meeting](#) a consultant study to evaluate options of potential street closure to vehicle traffic including 1) full year-round closure, 2) seasonal summer closure, or 3) continuation of summer Evenings on Park Lane to inform a Council decision on the Future of Park Lane in 2023.

Purpose of Request

The City of Kirkland is seeking the services of a qualified firm to develop a vision of the user experience of Park Lane as well as identify and evaluate the practical implementation opportunities and challenges of each of the three City Council proposed options for permanent or temporary closure of Park Lane to vehicular traffic. The City Council seeks to evaluate full year-round, summer seasonal, and summer evening closures of the street to vehicle traffic.

Performance Schedule

The Consultant should propose a timeframe for completing the Scope of Work. The City anticipates presenting the final report and analysis generated by this project to City Council in Spring of 2023.

Budget

The estimated budget for this project is between \$50,000 - \$75,000.

Anticipated Scope of Work

To inform a Council decision on the future use of Park Lane, this study will identify the infrastructure, programming, parking mitigations and other investments that would be necessary to potentially close Park Lane to vehicle traffic and successfully activate a pedestrian retail, service, and dining area in the downtown core. The operational scenarios for Park Lane closure include:

1. Full year-round closure,
2. Full summer seasonal closure such as from May to October,
3. Summer evening closure such as from May to October, 6PM to 11PM (i.e., "Evenings"),
4. Other closure option as may be recommended by the Consultant.

STUDY ASSUMPTIONS

- Special events which require temporary full closures could occur under any scenario.
- Closure scenarios are only considered for the west end (Lake St to Main St) of Park Lane given different vehicle circulation pattern, building frontages, and uses along the street at the east end (Main St to 3rd St).

PROJECT MANAGEMENT

- Biweekly virtual check-in meetings with City project manager, and other meetings or coordination as needed
- Monthly progress reports and invoices
- Presentation to Planning Commission
- Presentation to Transportation Commission
- Presentation to City Council

PUBLIC INPUT

Assist the City with Public Engagement for input on the closure alternatives. Potential engagement activities could include, but is not limited to, one or more of the following:

- Conduct facilitated visioning session(s) with Council members, City staff and/or stakeholders to identify opportunities and constraints for the closure scenarios
- Facilitate an open house or workshop for input on closure alternatives
- Design an online open house to crowdsource input and ideas on closure alternatives
- Design a citywide postcard and survey to be distributed to household and businesses
- Plan a pop-up event on Park Lane to test activation programming, parking mitigation strategies, or gather public input

CLOSURE ALTERNATIVES VISION DEVELOPMENT

- Develop conceptual designs and visuals for each closure scenario including plan and perspective illustrations to help convey each closure concept to Council and the Public.
- Develop implementation timeline for each closure scenario which may include phasing

CLOSURE INVESTMENTS

For each closure scenario, identify recommended capital and operational investments for a successful outcome. This may include, but is not limited to:

1. Infrastructure
 - Street canopy or shelters
 - Parklets or other modular infrastructure
 - Heating sources
 - Lighting
 - Permanent or temporary seating
 - Vehicle access control
 - Bollard removal or replacement
 - Bicycle parking locations
 - Permanent and/or temporary signage
 - Storage of temporary infrastructure
2. Operations
 - Street closure and re-opening procedures
 - Maintenance vehicle access plan (e.g., vehicle gate or automated bollard)
 - Business load/unload zones
 - Designated pick up and drop off stalls for restaurants
 - Policy change recommendations for allowable and prohibited uses
3. Vehicle Parking
 - Public awareness campaigns for Park Lane closure times and available alternative public lots (e.g., Library Garage, City Hall, Kirkland Urban)
 - Replacement location for the seventeen (17) spaces on the west end Park Lane, including one ADA stall
 - Aesthetic, wayfinding, and/or safety improvements in the Library Garage to encourage public use.
4. Programming
 - Street activation strategies and activities during winter months, summer months; evenings and daytimes

- Installation/removal and storage strategy for semi-permanent or temporary games, artwork, activities, attractions.
 - Vendor management strategy for performances, festivals, or markets
 - Amplification recommendations
5. Safety
- Police patrol officer access plan (e.g., officer on foot, bicycle, or vehicle gate)
 - Emergency vehicle access plan (e.g., vehicle gate or automated bollard)
 - Fire vehicle access plan (e.g., vehicle gate or automated bollard, alley access)

ALTERNATIVES COMPARISON MATRIX

Develop comparison matrix for the closure alternatives including, but not limited to:

- Scope of investments
- Capital infrastructure costs including notation of possible utility upgrades
- Maintenance scope and costs
- Programming costs including FTE equivalent for programming management
- Implementation and phasing timeline
- Policy changes

FINAL REPORT

Compile information into a final visual report document. The overall report should emphasize practical implementation with planning level cost estimates. The report should also include any data or public input collected for the study. A suggested structure of the report is as follows:

- Introduction of Park Lane including design history, and current successes and limitations
- Stories and models: real world examples of successes and challenges
- Full-time permanent closure design, operations, parking mitigations and estimated costs
- Seasonal closure design, operations, parking mitigations and estimated costs
- Summer evenings closure in design, operations, parking mitigations and estimated costs
- Comparison matrix

Desired Qualifications

- Expertise in urban design and pedestrian streetscapes
- Experience with commercial street closure and activation projects
- Knowledge of street infrastructure design and maintenance
- Experience in meeting facilitation
- Experience in public engagement materials production including online content

Contract Requirements and Fees

If your proposal is accepted, the following 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 A).

Process Schedule

The City anticipates the following schedule:

| | |
|-----------------------------|--|
| October 13, 2022 | RFP posted |
| October 24, 2022 – 5:00 PM | Deadline to submit questions |
| October 26, 2022 | Responses to questions posted |
| October 31, 2022 – 10:00 AM | Deadline for submittal of proposals |
| November 1-18, 2022 | Evaluation period including interviews |
| November-December 2022 | Contract awarded |

These dates are estimates and subject to change by the City.

Proposal Submission Requirements

To be considered for selection, submit the following information:

Letter of Introduction

- Briefly describe the firm, and the name, address, e-mail, and phone number of the Project Manager as well as a summary of the understanding of the scope of services and overall approach to the scope of services.

Project Understanding and Approach

- Identify critical project elements and how your project team would handle those elements to achieve a successful end result.

Experience and Qualifications

- Identify key personnel that will be assigned to this project, their roles, unique skills, experiences, and qualifications for the work. One to two-page resumes are not required but will be accepted and not counted against the page limit.
- Indicate project availability for staff identified.

Cost and Proposed Project Schedule

- Provide a timeline for the project with key milestones identified.
- Include labor costs and staff billing rates.

References

- Provide two to three (2-3) examples of similar projects successfully completed by your team, with an emphasis on recent, related projects. Please include the names of staff members that worked on these projects.
- Provide at least three (3) client references for similar projects. Please include the names and phone numbers of client references that would be most knowledgeable of your firm's performance.

Maximum page count for proposals is 12 pages single-sided, excluding front and back covers or section break pages.

Selection Criteria

Submissions from qualified firms will be evaluated based on the criteria listed below. The City of Kirkland reserves the right to award a contract for the services sought to one or more consultants based on the proposals received and needs of the City.

| Evaluation Criteria | Weight |
|---|----------------------|
| Project understanding and approach | 20 pts |
| Qualifications for services (ability and depth to perform work as outlined in the scope work) | 25 pts |
| Experience (past experience and success of performing similar types of services) | 20 pts |
| Creative elements and concepts proposed to accomplish tasks in Scope of Work | 15 pts |
| Project timeline | 10 pts |
| Cost of proposal | 10 pts |
| | Total 100 pts |

Selection Process

A selection committee comprised of City staff and community stakeholders will review all proposals, select finalists, and may conduct interviews prior to making the final selection.

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 proposal. Once submitted to the City, all proposals will become public information.

Questions

The deadline to submit questions is 5:00 PM on October 24, 2022. Questions must be submitted in writing and should be addressed to Purchasing staff: purchasing@kirklandwa.gov.

Proposal Submittal Instructions

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

1. Proposals must be received by no later than 10:00 a.m. PST on October 31, 2022.
2. All proposals must be sent electronically in the form of a PDF or MS Word document and cannot exceed 20MB. **This is the required submission format.**
3. Emailed proposals should include, "The Future of Park Lane Study – Job # 55-22-CMO" in the subject line and be addressed to purchasing@kirklandwa.gov .
4. All proposals must include the legal name of the organization, firm, individual or partnership submitting the RFP. Include the address of the principal place of business, mailing address, phone numbers, emails, and primary contact person.
5. To be evaluated, a proposal must address all requirements and instructions contained within this RFP.
6. Maximum page count for proposals is 12 pages single-sided, excluding front and back covers or section break pages.

Contract

The Consultant and the City will execute a Professional Services Agreement for The Future of Park Lane Study including all of the requirements found in the sample agreement Attachment A.

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 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 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.

DBE Participation

The City encourages DBE firms to submit proposals 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).



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 as 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:

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____
(Type City Staff Name)

Title: _____

Title: _____

Date: _____

Date: _____