



# **City of Kirkland**

## **Request for Proposals**

**ENVIRONMENTAL REVIEW AND ANALYSIS  
FOR 2022-2024 GROWTH MANAGEMENT ACT-  
REQUIRED UPDATE OF THE COMPREHENSIVE  
PLAN AND UPDATE OF TRANSPORTATION  
MASTER PLAN,  
FILE CAM22-00023**

**Job #56-22-PB**

**Issue Date: October 13, 2022**  
**Due Date: November 16, 2022 –4:00 p.m. (Pacific  
time)**

## REQUEST FOR PROPOSALS

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

**ENVIRONMENTAL REVIEW AND ANALYSIS FOR 2022-2024 GROWTH MANAGEMENT  
ACT REQUIRED UPDATE OF THE COMPREHENSIVE PLAN AND UPDATE OF  
TRANSPORTATION MASTER PLAN**  
**Job # 56-22-PB**

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

Proposals received later than **4:00 p.m. November 16, 2022, will not** be considered.

A copy of this Request for Proposals (RFP) 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 the Request for Proposals link found under "[Doing Business with the City](#)".

The City of Kirkland reserves the right to reject any and all proposals, and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

A 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 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 October 13, 2022**

Jay Gewin  
Purchasing Agent  
[purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov)

**Published in the Daily Journal of Commerce on October 13 and October 20, 2022**

## **Background**

The City of Kirkland is located east of Seattle on the eastern shore of Lake Washington. It is a growing city with a historic downtown, lakefront open space, and an evolving urban landscape that is increasingly attractive to major employers. The city is surrounded by other cities of varying sizes and pockets of unincorporated King County and is well-connected to Seattle and the rest of the region via high-frequency bus transit, roadways, and bike routes.

As Kirkland has grown and as housing costs have escalated, City leaders have focused their attention on ensuring that the community is environmentally and economically sustainable, while also being a welcoming and equitable place as articulated in [Resolution 5240](#). The interest in equity has been heightened by the COVID-19 pandemic, the social movements of 2020 and beyond, and a broader understanding of structural racism and its effects in the greater Seattle region. The City Council adopted [Resolution 5434](#) in 2020 to formalize its commitment to ensuring the safety and respect of Black people and dismantling structural racism in Kirkland. On July 5, 2022, the City adopted the [Diversity, Equity, Inclusion, Belonging 5 Year Road Map](#) document that sets forth implementation measures to help create a more equitable community over the coming years.

The current estimated population is 92,175. Kirkland is the twelfth 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 Totem Lake in the mid- 1970's, Rose Hill, and Juanita in 1988, and 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, coordinating its day-to-day activities.

## **Project Description**

In 2022-2024, consistent with the Growth Management Act, the City of Kirkland is conducting a periodic major update of its Comprehensive Plan. The [Kirkland Comprehensive Plan](#) is a citywide policy guide for how we as a community will manage growth over the next 20 years (horizon year 2044). Kirkland's share of King County's growth targets for 2019-2044 are 13,200 additional new housing units and 26,490 new jobs.

The City recently adopted a Subarea plan for the NE 85<sup>th</sup> St Station Area that added significant capacity for new housing units and jobs near Sound Transit's forthcoming Bus Rapid Transit (BRT) station at the I-405 and NE 85<sup>th</sup> St interchange. As part of the planning process, the City completed a Supplemental Environmental Impact Statement (published December 2021) and amended the Comprehensive Plan to include a new subarea chapter that adopted the growth capacity for the area. The capacity in the Station Area is such that Kirkland has surplus capacity for housing units and jobs relative to the King County growth targets. See table below.

Kirkland Citywide Housing and Job Growth Targets

Existing Housing Units 2018*	K2035 Plan existing remaining housing unit capacity	<b>Target K2044 new housing units 2019-2044</b>	Existing Jobs 2018*	K2035 Plan existing remaining jobs capacity	<b>Target K2044 new jobs 2019-2044</b>
38,656	13,352  (Including Station Area of additional 6,243 units, there is a remaining capacity of 19,595 units)	<b>13,200</b>	49,280	18,139  (Including the Station Area of additional 17,943 jobs there is a capacity of 36,082 jobs)	<b>26,490</b>

\*Source: 2021 King County Urban Growth Capacity Report (Buildable Lands Report) and King County Countywide Planning Policies

*From Comp Plan Chapter XV.G – NE 85<sup>th</sup> Street Station Area Subarea*

NE 85 <sup>th</sup> Street Station Area 2044 Growth Capacity		
	Existing 2020	Planned Growth Capacity 2044
Households	1,909	8,152*
Residential density (units/gross acre)	2.69	11.48
Employees	4,808	22,751**
Employee density (jobs/gross acre)	6.77	32.04

\*Households: capacity for 6,243 above existing.

\*\*Jobs: capacity for 17,943 above existing.

For our 2044 growth targets, the existing remaining capacity plus the additional capacity created by the Station Area Plan rezones (complete rezone pending) exceed the K2044 new targets for housing units and new jobs.

The 2044 update is not intended to be a complete rewrite of the existing Comprehensive Plan. Because of the housing and jobs capacity recently added in the Station Area, the update is also not anticipating significant changes to land use designations specifically to increase capacity. Each element will be updated to comply with State, Regional and Countywide planning policies, and integrate updated functional plans adopted since 2015 (Parks, Recreation, Open Space Plan, Surface Water Master Plan, and Sustainability Master Plan). The goal is to adopt the updated plan in mid-late 2024.

At the same time, the City will be updating its [Transportation Master Plan](#) adopted in 2015. When completed it will be the foundation for updating the Transportation Element chapter of the Comprehensive Plan.

### **Request for Proposals**

The City of Kirkland is seeking proposals from qualified firms with proven expertise to provide the following services to prepare (see scope of work sections below):

1. Conduct Environmental Review and Analysis for the Comprehensive Plan update (including Transportation Master Plan update)-

By conducting a SEPA scoping process, or other similar process, the consultant will assist the City in determining the best approach for SEPA review that encompass the potential changes in the Plan(s) and future Zoning Code amendments. The scoping process may identify innovative alternatives for study that may yield adoption options beyond focusing simply on different levels and/or distributions of growth. This may or may not include conducting an EIS process. It may be determined that the best approach is an Addendum, Determination of Non-Significance, or other document to comply with SEPA requirements. See more detail in the scope of work section below.

2. Update the Kirkland Transportation Master Plan (TMP) – The update will build on the existing TMP that was last updated as part of the 2035 Comprehensive Plan update. Ideally, the transportation consultant for the TMP would work closely with the lead on the SEPA review to evaluate the potential transportation impacts of the land use alternatives.

A fundamental principle of the 2044 Comprehensive Update process is to ensure that future growth in the City is shaped with the intent of designing a belonging community that is more inclusive, welcoming, and equitable and that can provide opportunities for all. Both of the above tasks should be consistent with the City's [R-5434, R-5240](#) and equitable and inclusive outcomes described in the adopted [DEIB 5 Year Roadmap](#).

The City has contracted with consultants Broadview and EcoNorthwest to develop an extensive equitable community engagement plan and to review potential policy changes to be consistent with the City's diversity, equity, inclusion and belonging goals. Deliverables for these two tasks are expected to be completed by the end of 2022.

Key themes for the 2044 Comprehensive Plan update that will be interwoven into the revised goals and policies:

- Social justice, equity, inclusivity and belonging
- Sustainability
- Housing options for all and housing affordability in general
- Mobility and accessibility across the city including connections to the regional transit system
- Resiliency (future emergencies, pandemic response, economic and fiscal planning)
- Smart City Initiatives (transportation, mobility, infrastructure, digital transformation, built environment, community/civic engagement)

## Background of Existing Comprehensive Plan

The last major update of the existing Kirkland Comprehensive Plan was in 2015 for the horizon year of 2035. The City updates the Comprehensive Plan annually as needed. The adopted Comprehensive Plan can be found [here](#). The Plan contains the City's [Vision Statement](#) - a snapshot of Kirkland in 2035, [Guiding Principles](#) - forming the foundation for the goals and policies contained in the General Elements, and subarea plans (chapters of the Comprehensive Plan). These components establish an overall goal of maintaining Kirkland as a livable, sustainable, and connected city.

## **Related Information links:**

- [Existing Kirkland Comprehensive Plan](#) (major update in 2015; last updated December 2021)
- Information about the 2044 Comprehensive Plan update, visit the City's project website at:  
[www.kirklandwa.gov/Kirkland2044](http://www.kirklandwa.gov/Kirkland2044)
- Existing Transportation Master Plan:  
<https://www.kirklandwa.gov/files/sharedassets/public/public-works/city-of-kirkland-transportation-master-plan.pdf>
- Transportation Master Plan 2021 Progress Report that describes the progress toward meeting the City's transportation goals in the TMP:  
[https://www.kirklandwa.gov/files/sharedassets/public/public-works/transportation/plans-and-studies/2022\\_04\\_19-city-council-meeting-tmp-2021-progress-report-memo-infographic.pdf](https://www.kirklandwa.gov/files/sharedassets/public/public-works/transportation/plans-and-studies/2022_04_19-city-council-meeting-tmp-2021-progress-report-memo-infographic.pdf)
- See the [Transportation Master Plan webpage](#) and [studies and master planning webpage](#) for information about other initiatives that are underway to implement the TMP: Active Transportation Plan; Safer Routes to School Action Plans; Transit Implementation Plan; Intelligent Transportation Systems Plan; Capital Improvement Program; Neighborhood Safety Program; Neighborhood Traffic Control Program; and Vision Zero Action Plan.  
Transit Implementation Plan:  
<https://www.kirklandwa.gov/Assets/Public+Works/Public+Works+PDFs/Transportation/Kirkland+Transit+Implementation+Plan+-+Final.pdf>
- Kirkland 2035 EIS:  
[https://www.kirklandwa.gov/Residents/Community/Kirkland2035/Comprehensive\\_Plan\\_Update/Environmental\\_Impact\\_Statement.htm](https://www.kirklandwa.gov/Residents/Community/Kirkland2035/Comprehensive_Plan_Update/Environmental_Impact_Statement.htm)
- NE 85<sup>th</sup> Street Station Area Plan and Phase I Code Amendments adopted June 28, 2022:  
<https://www.kirklandwa.gov/Government/Departments/Planning-and-Building/Code-and-Plan-Amendment-Projects/NE-85th-Street-Station-Area-Plan>
- Information about the adopted *Equity Plan of Record 5-year Roadmap to a Diverse, Equity, Inclusion and Belonging Action Plan*, please visit the City's website at:  
<https://www.kirklandwa.gov/Government/City-Managers-Office/Diversity-Equity-Inclusion-and-Belonging>
- Puget Sound Regional Council (PSRC) Vision 2050 Equity-Related Policies and Actions at:  
<https://www.psrc.org/sites/default/files/vision-2050-equity-policies-actions.pdf>
- King County Equity and Social Justice Strategic Plan 2016-2022 at:  
<https://kingcounty.gov/elected/executive/equity-social-justice/strategic-plan.aspx>

**Performance Schedule**

Budget- The estimated total budget for SEPA review and the TMP update is \$615,000 to be determined with a final scope or work.

The term of the contract shall be to at least November 2024, with a majority of the work expected to occur in 2023. A preliminary scope of work for both tasks is described below with a more detailed scope for the Transportation Master Plan (TMP) update in Attachment B. Below is a preliminary schedule for key deliverables. A final project schedule will be developed in collaboration with the Consultant(s) through discussions leading to a final contract for services and through initial project planning.

**Comprehensive Plan and TMP Update Schedule\* (subject to change):**

<b>2022</b>	
Q3 – Q4 2022	Initial scoping of each Element for consistency with State, Regional, County policies, study issues, potential policy changes and code amendments
	Public outreach launch; Community visioning process
<b>2023</b>	
Q1	Environmental analysis planning and initial work begin on TMP
Q1	Start TMP revision process
Q1-Q3	Review of Element Chapters for consistency with State, Regional, County study issues, potential policy changes and code amendments
Q2	Environmental Scoping
Q3	Finalize environmental scope; process
Q3	Complete draft TMP; study sessions with Transportation Commission (TC) and Planning Commission (PC)
Q3	Share draft TMP with City Council
<b>2024</b>	
Q1	Draft Update Transportation Element in Comp Plan based on TC, PC and Council feedback
Q1	Complete Draft Comp Plan
Q2	Issue Draft SEPA determination and Draft Plan; comment period
Q2	Planning Commission (PC) public hearing/recommendation on Draft Plan
Q3	Approval of TMP
Q3	City Council study sessions on draft Comprehensive Plan
Q3	City Council adoption of Comprehensive Plan

\*Community engagement throughout the process

**Scope of Work**

A. Scope of Environmental Review and Analysis:

In 2015, an EIS was issued for the 2035 GMA Comprehensive Plan Update along with Totem Lake Planned Action Final Environmental Impact Statement (November 2015). Since then, the

City has generally issued addendums to the 2015 EIS and Totem Lake Planned Action EIS for non-project legislative actions.

The NE 85th St Station Area Planned Action SEIS supplements the City of Kirkland 2015 Comprehensive Plan Update and Totem Lake Planned Action Final Environmental Impact Statement, which was adopted per WAC 197-11-630. As described in the introduction section above, with the recent adoption of the NE 85<sup>th</sup> Street Station Area Plan and new NE 85<sup>th</sup> Street Station Area Subarea Plan a significant share of the City's housing and job growth targets for 2044 are planned for the Station Area.

The environmental review and analysis for the revised Comprehensive Plan will address and analyze potential impacts of a updates to the general elements and the updated Transportation Master Plan for the new horizon year of 2044.

With a majority of the growth targets accounted for in existing land use capacity and the NE 85<sup>th</sup> Street Station Area Plan, consultant services will assist the City via a SEPA scoping process, or other similar process, in determining the best approach for SEPA review that encompasses the potential changes in the Plan(s) and future Zoning Code amendments. Potential study alternatives are likely to focus less on different levels of growth and more on other topics such as increasing mobility, sustainability, equity, and/or how to encourage increasing affordable housing and where.

This analysis may or may not include conducting an EIS process. It may be determined that the best approach is an Addendum, Determination of Non-Significance or other document to comply with SEPA requirements.

Other topics to consider with the Comprehensive Plan update and environmental review:

- More aggressive housing strategies such as increasing inclusionary zoning requirements or amendments to further encourage missing middle housing production in low density residential zones;
- More aggressive transportation system improvements;
- The City has a pending application with PSRC for a Regional Growth Center which includes the combined boundaries of the Greater Downtown Urban Center and NE 85<sup>th</sup> Street Subarea Plan;
- Inclusion into the Comprehensive Plan of the updated Transportation Master Plan, adopted Parks, Recreation and Open Space Plan, and soon to be adopted, Surface Water Master Plan;
- Potential community amendment requests to propose land use changes/rezones (TBD; applications are due December 1, 2022);
- Investments in open space resources and community facilities; and
- Related amendments to development regulations (TBD).

B. Scope of TMP update:

The update of the existing Transportation Master Plan will occur concurrently with the update of the Comprehensive Plan process. The revised TMP will guide the update of the Transportation Element. The Transportation Commission will guide the development of the TMP update process



with final adoption by the City Council. Community engagement for the TMP will occur concurrently with the Comprehensive Plan update with some targeted outreach specific to the TMP. The Public Works Department will be project manager for the update of the TMP in coordination with the Planning Department project management of the Comprehensive Plan update process. A more detailed scope of work for the update of the TMP is described in Attachment A.

### **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's insurance should be consistent with the requirements found in the sample agreement shown as Attachment B"

### **Submittal Requirements**

The following format and content shall be adhered to by each firm and presented in the following order:

- A. Executive Summary: An executive summary letter should include the key elements of the respondent's proposals and an overview of the Consultant team. Indicate the address and telephone number of office from which the project will be managed.
- B. Approach:
  1. Methodologies: This section should clearly describe the methodologies planned to be used for the Work Plan tasks for each task, especially the rationale for the proposed approach to SEPA review.
  2. Work Plan: Describe the sequential tasks to be used to accomplish this project. Indicate all key deliverables and their contents.
  3. Project Management and Staffing: Describe the approach and methods for managing the project. Provide an organization chart showing all proposed team members. Describe the responsibilities of each person on the project team. Identify the Project Director and/or Manager and the key contact person for the City.
  4. Qualifications: Include resumes of the project manager, each task manager and key team members. List the portion of the work to be subcontracted and information describing the qualifications and relative experience of any proposed subcontractors. Include a list of information required or tasks to be completed by City staff. Note: Resumes do not count toward the maximum page total.

5. Project Schedule: Provide a schedule for completing each task in the Scope of Work, including deadlines for preparing project deliverables. Demonstrate your team's ability to perform the work requested within an established budget and schedule.
  6. Cost: Provide a detailed estimate of cost and billing rationale by task and within the allocated budget.
- C. Related Experience: Describe recent, directly-related experience. Include the name of the client, description of the work done, address and telephone number, dates of the project and the name of the client's project manager.

Include three references. For each reference indicate the reference's name, organization, title, complete mailing address and telephone number. The City reserves the right to contact any organizations or individuals listed. Please provide references that speak to the qualifications of the proposed project manager.

- D. Statement of Experience. The Consultant is required to provide evidence of experience in managing similar projects, creating effective and inclusive community engagement plans, equity impact assessments, professional document development, and working with public agencies. The experience listed must be that which was performed by the Consultant's staff and/or team's staff that will be assigned to this project. The City will be focusing on the experience of the Lead Consultant/Project Manager(s) who will be assigned to this project.

Proposals shall not exceed 20 pages. Front and back is considered 2 pages. Resumes may be included as attachments.

### **Environmental Consultant Qualifications**

Qualified consultants must have experience in preparing environmental documents under GMA for a comprehensive plan covering land use, housing, economic development, and other impacts, and identifying and analyzing growth alternatives. Qualified consultants must also work effectively with community groups and affected individuals. Familiarity with Kirkland would be an asset. The City reserves the right to select the appropriate team.

### **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 submitted by e-mail and be received no later than 4:00 p.m. November 16, 2022, PST.**
2. E-mailed proposals should include the title Environmental Review and Analysis for 2022-2024 Growth Management Act-Required Update of Comprehensive Plan and Update of Transportation Master Plan - Job #26-22-PB in the subject line and be addressed to [purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov) .

3. All proposals sent electronically must be in the form of a PDF or MS Word document and cannot exceed 20MB.
4. Proposals shall not exceed 20 pages. Front and back is considered 2 pages. Resumes may be included as attachments.
5. 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, phone numbers, emails, and primary contact person.
6. To be evaluated, a proposal must address all requirements and instructions contained within.
7. Provide all references and materials required by the RFP instructions within.

**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: Janice Swenson, Senior Planner  
 Address: City of Kirkland, Planning and Building  
 123 5th Avenue, Kirkland, Washington 98033  
 E-mail: [jswenson@kirklandwa.gov](mailto:jswenson@kirklandwa.gov)

Questions regarding the RFQ process are to be addressed to Purchasing staff, at [purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov). Questions must be received by October 26, 2022.

**Submittal Deadlines**

The Department’s schedule for review of the RFP submittals and final selection of the Contractor is tentatively as follows:

October 13, 2022	Issue RFP
October 26, 2022	Proponent questions due
November 2, 2022	Responses to questions posted on website
November 16, 2022	Proposals due by 4:00 PM PDT

Dates below are tentative:	
November 30, 2022	Notify proposers of interviews
December 7, 2022	Conduct virtual or in-person interviews
December 21, 2022	Notify selected proponent
January 4, 2022	Contract negotiation/preparation/signature
January 11, 2022	Anticipated start of work

## **Selection Process**

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

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

• Statement of understanding	10
• Company background and prior experience	20
• Expertise of assigned personnel	20
• Scope of work approach	30
• Fees and Schedule	20
<hr/>	
Total	100

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.

## **Contract**

The Consultant and the City will execute an Agreement for Professional Services (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 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 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](http://www.sam.gov)).

**Attachments:**

- A. TMP Preliminary Scope of Work
- B. City of Kirkland Professional Services Contract

**City of Kirkland**  
**K2044 Comprehensive Plan Update**  
**Transportation Master Plan**  
**RFP Scope of work**

**Introduction**

The Transportation Master Plan (TMP), [last updated in 2015](#), will be updated in coordination with the 2044 Comprehensive Plan update due to be completed December 2024. The TMP will be the basis for the Transportation Element of the Comprehensive Plan and will be a source of information for the EIS prepared for the updated Comprehensive Plan. Development of the Transportation Master Plan & Transportation Element will be guided by the Transportation Commission and City Council.

**1. Project Management**

**Purpose**

Refine the scope to make effective use of consultant resources to develop the best possible plan. Ensure completion of the project within schedule and budget. Coordinate the TMP update with the Comprehensive Plan EIS.

**Scope**

Conduct a kick-off meeting to finalize scope, schedule and budget achieve the desired outcome of the plan. Schedule regular check-ins with transportation staff and provide regular updates on progress. Regular check-ins with the Transportation Commission and City Council will also be expected (as identified in section 2). Develop and maintain a schedule and progress made toward key milestones.

**Product:**

Kick off meeting, regular check-ins and /or reports on progress toward project completion. Graphical project schedule.

**2. Public Involvement**

**Purpose**

Support city staff on outreach activities outlined in the Public Outreach and Engagement Plan for the TMP and EIS

**Scope**

Public involvement for the TMP will be coordinated with other elements of the Comprehensive Plan and EIS process. Consultant will assist with supporting engagement activities, direct engagement and providing a summary report.

Consultant will be available to meet with Transportation Commission, Planning Commission and City Council at up to 10 different meetings and may be asked to assist with other direct engagement activities with the public as determined by City Staff and the Consultant as the project develops.

- i. Engagement Support: develop materials for public outreach and engagement with the public such as surveys, flyers, graphics, etc. in accordance with the Public Outreach and Engagement Plan
- ii. Direct Engagement:
  - Consultant will be available to meet with Transportation Commission, Planning Commission and City Council at up to 10 different meetings
  - Consultant may be asked to assist with other direct engagement activities with the public as determined by City Staff and the Consultant as the project develops
  - Support staff to conduct up to 10 stakeholder interviews to ensure that important stakeholder's perspectives are captured. The list of stakeholders and interview questions will be finalized with the City's project manager prior to conducting the interviews.
- iii. Summary report of outreach and engagement process for the TMP and support staff on synthesizing comments from the EIS.

### **Product**

Document summarizing the public engagement activities for the TMP, what the city heard and how that information informed the plan. This will become an Appendix to the TMP.

## **3. Plan Development**

### **Purpose**

Update the TMP with current data and best practices, incorporate Kirkland's adopted Complete Streets policy, better integrate equity principals, reaffirm Kirkland's modal priorities and fold in the various completed and adopted modal plans and demonstrate the connection between transportation and land use. Expand on emerging topics outlined below.

### **Scope**

Prepare a draft and final revised TMP including text, figures and maps that incorporates information from other tasks in this SOW and is informed by city staff, Council, Transportation Commission and public engagement. Changes from the current plan should include:

- Reframe text in the document to incorporate Complete Streets principals
- Reaffirm Kirkland's modal priorities (1. pedestrians, 2. bicyclists, 3. transit, 4. motor vehicles)
- Integrate results of various planning efforts, including:
  - Kirkland Transit Implementation Plan (KTIP)
  - Active Transportation Plan Update (ATP)



- Vision Zero Action Plan and Local Road Safety Plan
- Safer Routes to School (SRTS) Action Plans
- ADA Transition Plan
- NE 85th St Station Area Plan
- Intelligent Transportation System Plan
- Citywide Transportation Connections Map
- Sustainability Master Plan relevant multi-modal transportation topics, strategies
- External Plans (Sound Transit 3, King County Metro's MetroConnects, North Eastside Mobility Project)
- Incorporate and/ or expand on topics such as:
  - equity and inclusiveness (in particular, ADA), building from Kirkland's Diversity, Inclusion, Equity and Belonging 5-Year Roadmap
  - sustainability and implementing the Sustainability Master Plan
  - parking and curb management
  - Smart Cities and emerging transportation options
    - micro-mobility/ mobility hubs
    - transportation related technology (counts, ITS, electrification of vehicles)
    - aerial tramways, skyline routes
    - infrastructure and electric grid to support the technology we invest in

**Product:**

Electronic version of a draft and final plan that includes all text, figures and maps. All editable versions of graphics, maps and GIS files will be asked to be submitted at the end of the process. Additionally, high-level communication material/ memos to summarize the plan and changes.

**4. Goals and Policies**

**Purpose:**

Refine, not re-write, the goals, policies, and actions to ensure that the TMP is consistent with regulatory requirements and coordinated with the Comprehensive Plan, zoning code and KMC. Consultant team will work with city staff to identify what changes are necessary to accomplish the regulatory requirements, be internally consistent and meet the needs identified in the purpose statement above for plan development (equity, complete streets, folding in modal plans).

**Scope**

- Update policies as needed to ensure consistency with:
  - the elements required by the Growth Management Act (GMA) per RCW [36.70A.070](#) are included in the TMP as well as in the Transportation Element and Capital Facilities Element of the city's updated Comprehensive Plan. This includes consistency with the Department of Commerce Periodic Update Checklist for Fully-Planning Cities, the Puget Sound Regional Council's Multicounty Planning Policies and the revised 2021 King County countywide planning polices

(City staff has conducted a preliminary review the checklist and MPP's and has identified potential changes. Consultant staff will review this, advise on staff recommendations and identify any gaps that may have been missed);

- existing and updated Comprehensive Plan Goals and Polices are reviewed for inclusion and/ or consistency in the TMP;
- the policies are consistent with the zoning code and Kirkland's Municipal Code;
- Ensure policies provide guidance for developing the Environmental Impact Statement for the 2044 Comprehensive Plan update.
- Integration of modal plans: Some updates to policies and actions will be derived from the modal plans. Work with city staff to identify the appropriate level of integration / level of detail to be incorporated balanced with citing the modal plans for further direction.
- Work with city staff to identify and update appropriate actions based on policy updates, completed actions, actions identified from modal plans and best practices.

### **Product**

A revised set of goals, policies and actions for the Transportation Master Plan. This will be accompanied by a memorandum summarizing the requirements, modal plans and stakeholder outreach findings that were used to arrive at the recommendations. These will be used to update the Transportation Element and the Transportation Level of Service in the Capital Facilities Element of the Comprehensive Plan.

## **5. Existing Conditions**

### **Purpose**

Meet inventory requirements of GMA for Transportation Element. Provide context and background for the TMP.

### **Scope**

Collect and format all information necessary to meet purpose. Below is a description of the analysis to be performed for each mode:

#### **i. Safety**

- Summarize/map collision data from last five years (serious injuries and fatalities, all bicycle and pedestrian crashes)
- Analyze 10 years of all crash data to identify patterns, changes in locations where there have been improvements
- Calculate rates for highest per MVM, per MEV, as appropriate
- Evaluate high crash locations and corridors
- Review data for trucks and buses/ large vehicles to identify any significant safety issues for larger vehicles
- Summarize public input on safety issues, such as near misses or other locations that do not show up in the collision records

#### **ii. Pedestrians**

- Map and document existing pedestrian facilities including sidewalks, crosswalks, and trails.
- Assist staff on incorporating the [10-minute neighborhood analysis](#) (to be re-run by city staff) or some other recommended approach to assessing walkability

### iii. **Bicyclists**

- Map and document existing bicycle facilities including bike facilities, trails, and public bicycle parking
- Include map from ATP showing bicycle level of stress

### iv. **Transit**

- Document existing service levels including routes, headway, and major stops. Identify locations of transit amenities (e.g. shelters, benches, bicycle parking) using data available from KC Metro.
- Conduct a GIS buffer analysis to calculate portion of Kirkland residents and businesses within  $\frac{1}{4}$  mile and  $\frac{1}{2}$  mile (walk route analysis to be provided by City) of all day and key peak-only bus service. Identify gaps in service coverage.
- Summarize the Community Van and Community Ride programs and document ridership, growth, etc.

### v. **Auto Mode**

- Document Existing Functional Class and Roadway System
  - Summarize key arterials including miles of roadways, by classification; by number of lanes, functional classification, current speeds
  - Document proposed functional classifications changes (identified by staff).
- Document and Analyze Traffic volumes (from City, County, and WSDOT sources)
  - Provide overview of locations with highest volumes (daily, AM/ PM peak volumes)
  - Summarize growth trends in different parts of the City
  - Identify any significant changes in volumes over last 5-10 years and assess why they changed
- Prepare Operations Analyses
  - Document existing traffic controls (map and number of signals, all-way stops, etc.); Summarize who operates the signals (City, WSDOT, and adjacent jurisdictions)
  - Summarize ITS Master Plan documenting what's been done and what's under way, how the system interfaces with WSDOT and other agencies systems, and relationship to regional ITS programs
  - Evaluate existing AM/PM intersection operations
    - a. Summarize intersection LOS for 30-60 intersections and any significant queue impacts, operations issues
    - b. Refine City Synchro model as needed;
- Parking
  - Map and summarize existing on- and off-street public parking supply using data from the city (including loading zones, ADA parking, summarize lots and garage improvements).

- Summarize city data on parking utilization and discuss parking policy changes (pricing, curb management, etc.)
- Discuss other parking challenges/ programs (employee shuttles, downtown employee parking program, 15-min stalls, parklets, etc.)
- Freight system
  - Document Freight and Goods Transportation System (FGTS) classifications
  - Summarize other freight routes/system needs- commercial deliveries, etc.
- Pavement
  - Summarize current pavement condition ratings using data provided by the city.

**vi. Transportation Demand Management**

- Summarize existing Transportation Demand Management programs with data provided by the city. This should include education and encouragement programs (identifying the focus – transit, bicycle, pedestrian) and levels of effectiveness
- Summarize existing Commute Trip Reduction programs and levels of effectiveness using data provided by the city.

**Product:**

Summary of existing conditions by mode as a chapter in the plan. Work with staff to discuss the highlights of the existing conditions analysis and how this informs priorities for the plan update.

**6. Travel Demand**

**Purpose**

Coordinate with the City of Bellevue who will run the BKR activity model for multimodal forecasts for various alternatives.

**Scope**

Provide Bellevue modeling staff the networks needed to run the BKR multimodal travel demand forecasts to determine the number of person and vehicle trips in the forecast year to be accommodated by the transportation network. Compare travel demands, by mode, for different land use alternatives.

Forecasts will be developed for the current land use plan (i.e. baseline) and for each of two citywide land use alternatives and two additional sub-area alternatives. Select land use alternative to use for conducting detailed TMP analysis. Land use alternatives will be provided by TAZ from the City. AM and PM peak period will be used for auto volume demand. Conduct a sensitivity analysis showing demand for one other time period (e.g. midday).

Once the model has been run for the baseline and two land use alternatives, review with staff how the travel demands vary among the alternatives. Conduct assessment of impacts of alternatives on traffic demands and modal shares. The traffic demand analysis will be semi- quantitative, using

volume/capacity ratios from the travel model to establish relative range of traffic impacts between the alternatives. Based on this review, select one land use alternative to carry forward into the detailed TMP analysis. Provide summary text and tabular results to city for inclusion in the Comprehensive Plan EIS.

### **Product**

Model plots and graphics reporting volumes by modes by land use alternative. Mode split pie charts, vehicle mile of travel (VMT). This task will result in a memorandum that describes the modeling process, how the forecasts were developed, and highlight major finding of the modeling. Graphic representations of demand. Document land use alternative to carry forward for TMP analysis.

## **7. Defining the Network**

### **Purpose**

Make sure that all reasonable project types have been considered for inclusion in the transportation network. Determine the 2044 multimodal transportation system network.

### **Scope**

Identify project types representing best practices and possible locations for those projects that should be considered for inclusion in a future transportation network. The universe of projects under consideration will include potential projects that are needed to support the goals and policies of the plan, the proposed land use plan, to address safety concerns and to meet the mode-split goals and LOS policy.

- i. Establish Future Conditions:
  - Document future fixed route transit (including future ST and Metro BRT) and summarize expected changes in local and regional transit facilities and services.
  - Identify future transit capacity / needs – cite King County’s MetroConnects Long Range Plan and Sound Transit’s Long-Range Plan. Identify additional needs/ gaps
  - Identify a truck/ freight network and any anticipated needs related to load/ unload zones
  - Document the bicycle network identified in the Active Transportation Plan
  
- ii. Compile the list of potential projects for inclusion in the plan. Compilation of this list will include the following:
  - Projects from various modal plans (outlined in Task 2) as well as the CKC Master Plan
  - Projects that support future conditions
  - Evaluate Forecast Intersection LOS
    - Update Synchro with future "baseline" improvements
      - Summarize LOS, significant queues for each alternative

- Summarize existing concurrency intersection LOS/standards for each alternative; summarize the key issues - where LOS/queues do not meet the City's standards and potential underlying reasons
  - Compare two forecast alternatives with existing conditions- relative changes in corridor LOS and document significant additional operational issues.
- Identify how ITS, TDM, TSP or intersection/roadway improvements can help resolve forecast auto travel speeds or intersection operations.
- Safety Issues
  - Identify potential locations for additional safety issues due to crash history, volumes, LOS, queues, operations, etc.
- Freight System
  - Identify any potential changes in truck corridors and improvements to better facilitate truck movements
- Parking
  - Identify existing and future public parking needs in the context of the multi-modal transportation network (including bicycle parking)
  - Recommend strategies to better manage curb space to accommodate loading zones, pick-up / drop-off areas, parklets, etc.
- Transit
  - Summarize future service outlined in King County Metro's Long Range Plan Metro Connects and Sound Transit's Regional Long Range Plan.
  - identify anticipated service modifications related to future high-capacity transit or other anticipated route changes.
  - Summarize opportunities for transit along the Cross Kirkland Corridor/Eastrail Corridor
  - Discuss opportunities using aerial tramways between downtown and the 85<sup>th</sup> Station Area, along the CKC or in other potential areas of the city such as Finn Hill.
  - Identify areas of the city where existing or planned future transit service is inadequate. Make recommendations about future transit needs.
- Bicycle
  - Incorporate the ATP future bicycle network and identified high priority and catalyst projects. Advise if there are additional candidate projects which would reduce bike stress levels and create needed connections.
  - Include recommendations from Cross Kirkland Corridor plan
  - recommend locations for additional bicycle parking
- Pedestrian
  - Include high priority projects from the ATP and Safer Routes to School Action Plans (sidewalks and crossings) and combine with any additional transit related deficiencies identified for access.
  - Inform on the appropriate level of detail for the TMP in terms of sidewalk and crossing projects.
  - Include sidewalk maintenance needs summary (city staff will provide)

**Product:**

- Map of future truck/ freight, transit and bicycle conditions/ networks.
- Establish cross sections for each functionally classified street corridor to define the future right of way width, include widths for sidewalks, bicycle facilities, separation/planters, parking (if applicable) and travel lanes.
- Compile to 'universe' of projects to then be prioritized for the fiscally constrained project list.

## 8. Fiscally Constrained Prioritized Project List

**Purpose**

The full network will be outlined in the plan communicated through the cross sections for each functionally classified street. However, the 20-year project list needs to be prioritized and narrowed down to be fiscally constrained. Set expectations around the number of projects that can be funded under existing city funding streams. Identify potential ways to increase funding for transportation and understand the tradeoffs associated with each.

**Scope**

Prioritize the projects once the network is fully defined, conduct cost estimates and conduct a financial review. The consultant will develop this project list with City Staff and the Transportation Commission, including initial recommendations for which projects fit within a near term (6 year) and long term (20 year) project list. Consult staff on folding in programmatic elements.

Based on input received from City staff, the Consultant will refine the list and develop planning-level cost estimates on up to 30 projects. The cost estimates will build from recent City estimates, bid tabs, and other information. These estimates will further inform which projects are feasible in the near-term.

After incorporating the project costs and city staff recommendations related to project prioritization and selection, the Consultant will develop a draft transportation network that considers all modes and the land use alternatives.

i. Project Prioritization:

- Work with staff to identify a prioritization framework
- Apply prioritization framework to projects in Task 7
- Recommend a proposed list of projects (prioritized and based on preferred alternative) to for consideration in the constrained 20-year project list.
- Work with staff, Transportation Commission and Council to confirm proposed list.

- ii. Cost Estimates:
  - Develop cost estimates for 30 projects. Work with CIP staff to vet cost estimates and process.
- iii. Financial Review:
  - Work with the City's finance department to outline current funding streams and developing rough forecasts of how these funding sources would perform over the coming 20 years.
  - Identify potential ways to increase funding for transportation and understand the tradeoffs associated with each (including sources of funds that are being used by other Washington jurisdictions)

### **Product**

Document outlining the prioritization process and measures and table of all projects and cost estimates. This should include a graphically-enhanced memorandum with maps describing project types and potential locations. The memorandum and maps will show how projects are prioritized and phased based on the project prioritization and funding landscape already established.

## **9. Multimodal Concurrency System**

### **Purpose**

Summarize elements and process to Kirkland's multimodal concurrency system. Update language to inform on how this helps us how we develop, evaluate and designate "funded" projects.

### **Scope**

While the overall framework for the concurrency program is in place, there are a few steps needed to make it functional:

Finalize transportation projects (multimodal list part of the TMP)

Identify future growth (tied to updated land use and travel demand forecasts)

Understand person trips (finalize the procedure to calculate person trip capacity vs. demand) Complete the system - Based on capacity 'consumed', cost of project or some combination

Determine the person trip capacity for the 2044.

- iv. Finalize transportation projects (multimodal list part of the TMP)
- v. Identify future growth (tied to updated land use and travel demand forecasts)
- vi. Understand person trips (finalize the procedure to calculate person trip capacity vs. demand)
- vii. Complete the system - Based on capacity 'consumed', cost of project or some combination
- viii. Determine the person trip capacity for 2044.



The Consultant will meet with City staff and/or the Transportation Commission to finalize the concurrency system. This task also assumes that the Consultant would be available for up to two (2) council working sessions.

**Product**

The Consultant will prepare an outline of the Concurrency implementation strategy documenting data needs, analyses, and integration with City development review processes. The Consultant will prepare examples to illustrate and "test drive" the system with city staff and identify recommended refinements.

**10. Implementation Plan and Report Card**

**Purpose:**

Provide a framework for how the Plan will be implemented and monitored.

**Scope:**

Describe how the plan will be implemented. Include phasing recommendations and "first win" projects. Provide guidance for the CFP section of the Comprehensive Plan and for future CIP programming.

Develop a set of measures that will be used for reporting progress toward goals and policies.

**Product:**

Report describing implementation plan and report card.

**11. Draft Transportation Element of Comprehensive Plan**

**Purpose:**

Recommend revisions to the Transportation Element and the transportation component of the Capital Facilities Element of the Comprehensive Plan in Goal and Policy format with appropriate maps and project descriptions.

**Scope:**

Using the Draft TMP, extract key elements and prepare a draft Transportation Element for the Comprehensive Plan. Plan will be in Goal and Policy format compatible with the rest of the Comprehensive Plan and will meet all other applicable requirements of the Comprehensive Plan. Identify portions of TMP that can be extracted (by others) for inclusion into the transportation component of the Capital Facilities Element. Provide relevant text, tables, and graphics from the TMP for use in the Comprehensive Plan EIS.

**Product:**

Electronic version of draft Transportation Element plan.



**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: \_\_\_\_\_