



City of Kirkland

Request for Qualifications

Comprehensive Parks, Recreation, and Open Space Planning

Job # 08-21-PCS

Issue Date: February 16, 2021

Due Date: March 9, 2021 – 4:00 p.m. (Pacific Time)

REQUEST FOR QUALIFICATIONS

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

Comprehensive Parks, Recreation, and Open Space Planning

File with Financial Operations Manager, Finance Department, 123 - 5th Ave, Kirkland WA, 98033

Qualifications received later than **4:00 PM on March 9, 2021 will not** be considered.

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

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

A firm response that indicates that any of the requested information in this RFQ will only be provided if and when the firm is selected as the apparently successful firm is not acceptable, and, at the City's sole discretion, may disqualify the submission 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 all of its programs and activities, whether those programs are federally funded or not.

In addition to nondiscrimination compliance requirements, the firm 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 16th day of February 2021.

Background Information

The City of Kirkland, Washington is located in the Seattle metropolitan area, on the eastern shore of Lake Washington and approximately 10 miles east of downtown Seattle. It has a population of over 88,000 and is the thirteenth largest city in the State of Washington and the sixth largest city in King County, Washington.

Since its incorporation in 1905, Kirkland has grown in geographic size and now occupies 18 square miles. The city employs over 600 regular employees.

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 Background

The City of Kirkland will be updating its Comprehensive Park, Recreation, and Open Space Plan (PROS Plan) in 2021. The current plan was updated in 2015 to comply with State grant eligibility requirements. The Plan needs to be fully updated to reflect substantial growth and changes in the community and to the park system. Three additional scopes of work should be conducted and integrated into the PROS Plan as appropriate: community needs assessment, ADA evaluation and transition plan, and a synthetic turf strategic plan.

The current Kirkland PROS Plan may be viewed on the City of Kirkland website at the following link: [Kirkland Park Planning and Development](#)

We are seeking a consultant or team of consultants who can:

- ✓ Create and manage a comprehensive public participation process for the project, in close consultation with City staff.
- ✓ Efficiently inventory, conduct research, and complete a needs assessment of the community's parks, open spaces, and recreation system. Provide concise, realistic needs assessments with probable costs;
- ✓ Assist us in evaluating and determining LOS standards for parks and facilities;
- ✓ Develop a useful, readable planning document that will guide us in strategically managing Kirkland's park system for the next several years.

The budget for this project is estimated to be \$200,000.

Methodology

This project will be guided by a project team made up of city staff of various departments, stakeholders and the Park Advisory Board (Park Board). The team will provide input to the selected consulting team throughout the planning process.

Scope of Work

The following is a preliminary scope of work for the PROS Plan that may be modified during contract negotiations with the selected consultant. The preliminary scope of work is intended to outline and describe the range of major tasks anticipated for the project but is not intended to be complete. The project will consist of the tasks listed below and is followed by a more complete scope of work for the additional 3 components (community needs assessment, ADA evaluation and transition plan, and a synthetic turf strategic plan).

Assessment, Public Involvement and Outreach

- Review previous planning efforts, city historical information, and recent citizen opinion surveys.
- Consider the profile of the community and demographics trends.
- Conduct an extensive community involvement effort including focus groups, meetings with key stakeholders, neighborhood and community-wide public meetings, surveys, website, etc.
- Assess alternative public and private park and recreation service providers to provide understanding of market opportunities and potential for new facilities and services.
- Incorporate trends and statistics related to lifestyles to help guide recreation and health/wellness programming and facility development.

Inventory

- Inventory parks and facilities using existing mapping, staff interviews, and on-site visits to verify amenities and assess the condition of the facilities and surrounding areas.

Assessment and Analysis

- Review and assess relevant plans. (e.g. Sustainability Master Plan, Dog Off-Leash Areas, City's comprehensive plan)
- Assess organizational strengths, weaknesses, opportunities, and threats.
- Analyze and recommend a level of service that is both feasible and aligned with the desires of citizens as expressed through the public involvement process.

- Research and provide finance and funding mechanisms to support development and sustainability of the system.

Recommendations: Goals, Objectives, and Action Plan

- Identify and categorize recommendations into themes with goals, objectives, and an action plan for implementation.
- Develop an action plan for capital improvements including cost, funding source potentials, and timeframe to support the implementation of the plan.
- Prepare draft and final reports, including relevant text, graphics, maps, etc., in electronic format for final adoption and distribution.

Supporting Assessment and Analysis:

The following scope items should be completed in coordination with the development of the PROS plan to provide insight and cohesion with the final recommendations in the PROS Plan.

ADA Evaluation and Transition Plan

The following is a proposed scope of services for the development of the City's ADA Self Evaluation and Transition Plan. Additional steps may be added as the Consultant determines appropriate based upon their experience. At a minimum, the consultant selected will be responsible for providing the services described here: 1. Conducting a self-evaluation of all relevant public facilities, programs, services, and activities, to include research, field data collection, and data analysis, 2. Coordinating the involvement of various stakeholders to include elected officials, City staff, disability advocacy groups, and the general public throughout the process, 3. Developing a Transition Plan which will identify and prioritize current barriers to participation, provide a schedule for barrier removal, as well as establish procedures for addressing future accessibility issues, 4. Providing management, monitoring, and tracking tools that will allow staff to manage current and future accessibility issues, update the deficiency status, and generate reports to show progress in meeting the Transition Plan. It is the intent of the City for the finalized ADA Transition Plan to serve as a pragmatic application tool that will identify existing and future accessibility needs, document accessibility facility standards, and to provide design criteria for future facilities development.

Athletic Field Use & Demand Analysis Study

Demographic and Sports Participation Summary – The scope of services includes an analysis of the current and future demographic characteristics of the City as well as a review of the rates of participation in field sports activities. This information provides a foundation for present and future field demand.

Existing Athletic Fields Assessment – This section includes an assessment of the current athletic fields inventory in the City. There is also a review of the Department's current field allocation process. This data is valuable in the process of determining the use and function of existing

fields and the process for allocating fields to existing organizations. User Group Input – An important aspect of the study is understanding as much as possible about the current user groups, their size, structure, and field usage numbers, as well as issues and concerns regarding the use and allocation of athletic fields in the City. Additionally, there is a need to identify user groups that are not being served and incorporate recommendations on how to better meet unmet needs. From this information, provide recommendations regarding current use of fields, reconfiguration of current fields to better meet demand (i.e., conversion to synthetic turf, adding lights, etc.), and the construction of new fields to better meet demand (i.e., type, location, etc.). Current and Future Field Demands – Provide a prioritized list of field improvements, field reconfigurations and new field construction along with estimated costs that would meet demand going into the future. Additionally, provide recommendations on any improvements to the field allocation process that would improve equity and help meet the identified needs.

Park and Recreation Community Needs Assessment

Task 1: Design the Survey and Prepare the Sampling Plan. Work with City staff to develop the content of the survey. Although consultant will tailor the survey to the City's needs, consultant will provide sample questions from other communities to make the development of the survey instrument as easy as possible. It is anticipated that 3-4 drafts of the survey will be prepared before the survey is approved by the City. The survey will be up to 5 pages in length.

Task 2: Administer the Survey. Consultant will administer the survey by a combination of mail, Internet and phone.

- Consultant will mail the survey and a cover letter (on City letterhead) to a random sample of households in the City. Only one survey per household will be sent. Postage-paid envelopes will be provided by consultant for each respondent. The City will provide a cover letter for the mailed survey. The cover letter will contain a link to an online version of the survey. Residents who receive the survey will have the option of returning the printed survey by mail or completing it on-line.
- Approximately 7-10 days after the surveys are mailed, consultant will follow-up via e-mail and/or phone with households that received a mailed survey. Consultant will continue following up with households until reaching a minimum number of completed surveys. A sample of 500 completed surveys will provide results that have a margin of error of +/- 4.4% at the 95% level of confidence at the City level. The results would be statistically valid City-wide. The results could be analyzed by up to 5 sub-groups.
- Consultant will monitor the distribution of the sample to ensure that the sample reasonably reflects the demographic composition of the City regarding age, geographic dispersion, gender, race/ethnicity, and other factors.
- Consultant will additionally collect and report on a non-statistically valid survey posted on the Internet and publicized through established City means with results tabulated separately from the statistically valid survey. The goal is to get a large response base that will help show demand for programs and services.

Task 3: Analysis and Final Report. Consultant will submit a final report to the City. Formal report that includes an executive summary of the survey methodology and a description of major findings.

- Charts and graphs that show the overall results of each question on the survey.
- Benchmarking analysis showing how the City compares to residents in other communities.
- Priority Investment Ratings (PIR) that will identify the parks and recreation facilities, amenities, and programs that will have the greatest impact on the largest number of households.
- Tabular data that shows the results for each question on the survey, including open ended questions.
- Crosstabulations of the survey results by key demographic variables.
- A copy of the survey instrument.

COMPLIANCE WITH STATE GUIDELINES

The City of Kirkland PROS Plan will comply with Manual 2 "Planning Policies and Guidelines" as provided by the State of Washington Recreation and Conservation Funding Board (RCO).

Project Schedule

Project must be complete by **September 1, 2022**, *including the City Council adoption process*. Items driving the schedule include the following:

An approximate schedule for the selection process is provided for reference and availability purposes:

February 16, 2021	RFQ Issued
February 24, 2021	Questions regarding RFQ due to City
March 2, 2021	Responses to questions regarding the RFQ posted on City Website
March 9, 2021	Consultant Selection Project-Specific SOQs Due
March 16, 2021	Notifications of Selections for Interview by City
March 22-30, 2021	Consultant Selection Interviews (subject to City Staff availability)
April 1, 2021	Notice of Award of Consultant
April 9, 2021	Notice to Proceed for Consultant

It is anticipated that this project will be approximately 12 to 18-month process to reach Plan adoption.

Elements of Qualifications

The format for the Project-specific SOQ submittal shall be at the discretion of the submitting firm, provided the document provides the minimum required information and follows the guidelines of this section.

Maximum size: not to exceed 5 pages (front and back if double-sided, or a total of 10 individual pages) in length with page sizes not exceeding 8-1/2 inches by 11 inches. A cover letter, title page, and table of contents will not count against this maximum size requirement.

Minimum content:

1. A statement of your understanding of the various aspects of the Project.
2. A discussion of your firm's approach to this Project.
3. Your identification of critical project elements and a summary of your strategy for successfully integrating and achieving each of those elements for this Project.
4. A summary work coordination plan and schedule(s) describing how the goals, tasks, and other elements of the Project can be expected to be completed during the Project duration.
5. Key personnel, both internal and subcontracted, to be assigned to this Project; this should include their role(s), unique skills, experiences, and qualifications for this Project.
6. A statement describing your experience and examples of successfully completed projects.
7. An addendum containing examples of similar projects successfully completed by your firm, with an emphasis on recent and related projects.
8. A list of names and phone numbers of client references that would be most knowledgeable of your firm's performance on these similar projects. Please verify both name and contact phone number in advance before including this information in the SOQ. References involving past City of Kirkland projects will not be accepted.

Concise, easy-to-read qualifications that minimize the time and costs of production are encouraged.

SOQs will be evaluated and scored by a selection panel of three to six City staff members. Scoring will be based on the following criteria and relative weighting.

<u>Criteria</u>	<u>Points</u>
Project understanding and proposed strategy for success	0-30
Approach to project management and delivery	0-30
Previous experience in similar projects/references including	0-20
<u>Expertise of key personnel and/or team partners for identified role(s)</u>	<u>0-20</u>
Maximum Points	<u>100</u>

The SOQ score will not be retained for subsequent interview scoring. Final selection of the successful firm awarded this project contract will be based upon interview scoring.

Interview Format:

Interviews may be conducted with two or more firms selected by City staff from those who submit SOQs. The City of Kirkland interview team will consist of three to six staff members directly related to the Project’s scope of work. The interviews will be conducted remotely, and the consultant team will be responsible for choosing, testing and running the interview platform.

Each interview shall not exceed one hour and will generally follow this format:

- Consultant presentation, *format optional* (approximately 20 minutes)
- Predetermined interview questions from City Staff (approximately 20 minutes)
- Open question and answer session (approximately 20 minutes)

Scoring will be based on the following criteria and relative weighting.

<u>Criteria</u>	<u>Points</u>
Presentation	0-50
Predetermined interview questions	0-40
Open question and answer session	0-10
Maximum Points	<u>100</u>

Predetermined interview questions from City will be provided to each firm selected for interview within 3 business days of being notified of their selection, along with the scoring criteria and weighting to be used by the panel of City staff interviewers. Questions asked during the open question and answer session will not be provided to the interviewed firm in advance.

PRE-SUBMITTAL ACTIVITIES

1. Questions Concerning Request for Qualifications

All questions concerning the RFQ should be submitted in writing to:

City of Kirkland
Attn: Greg Piland
123 5th Avenue
Kirkland, WA 98033
GPiland@kirklandwa.gov

2. Revision to the Request for Qualifications

The City reserves the right to revise the RFQ prior to the submission due date. Revisions will be posted to the City Purchasing website: https://www.kirklandwa.gov/depart/Finance_and_Administration/doingbusiness/BusinessOpportunities.htm The City reserves the right to extend the date by which qualifications are due.

3. Qualifications Due Date

Questions must be received by no later than **February 24, 2021**.

We encourage that qualifications be submitted by email. Emailed qualifications should include "Proposal-Job #08-21-PCS" in the subject line and be addressed to: purchasing@kirklandwa.gov. (Emailed qualifications must be in PDF format and cannot exceed 20MB).

As an alternate to email, qualifications can be mailed or delivered to:

City of Kirkland
Attn: Greg Piland – Job #08-21-PCS
123 5th Avenue
Kirkland, WA 98033

If submitting a paper proposal, the original plus four (4) copies of all proposals in printed form must be submitted in a sealed envelope or box with the following words clearly marked on the outside of the envelope, "Comprehensive Parks, Recreation, and Open Space Planning". The agency's name and address must be clearly indicated on the envelope.

Proposals should be prepared simply and economically, providing a straightforward, concise description of provider capabilities to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, etc. are not required or desired. Emphasis should be on completeness and clarity of content. Use recycled paper for responses and any printed or photocopied material created pursuant to a contract with the City whenever practicable. Use both sides of the paper for any submittal to the City whenever practicable.

Terms and Conditions

1. The City reserves the right to request clarification of information submitted, and to request additional information on any qualifications.
2. 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.
3. Any proposal may be withdrawn up until the date and time set above for opening of the qualifications. Any submittal not so timely withdrawn shall constitute an irrevocable offer, for a period of one hundred and twenty (120) days to sell to the City the services described in the attached specifications, or until one or more of the qualifications have been approved by the City administration, whichever occurs first.
4. A copy of the City's standard Professional Services Agreement is available for review (see attachment A). The City reserves the right to reject any proposed agreement or

contract that does not conform to the specifications contained in this RFQ and which is not approved by the City Attorney's office.

5. The City shall not be responsible for any costs incurred by the agency in preparing, submitting or presenting its response to the RFQ.
6. 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.
7. All qualifications and information submitted by proposers shall be public records and subject to disclosure pursuant to the Washington Public Records Act (RCW 42.56.270)
8. The selected proposer will be required to obtain a City business license and to maintain a Kirkland business license for the duration of the project.
9. The firm and all applicable personnel must be legally qualified in the State of Washington (i.e. be appropriately licensed or certified) to practice the work proposed to be performed.
10. Proposers responding to this RFQ must follow the procedures and requirements stated in the RFQ document. Adherence to the procedures and requirements of this RFQ will ensure a fair and objective analysis of your proposal. Failure to comply with or complete any part of this RFQ may result in rejection of your proposal.
11. 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.
12. Once submitted to the City, qualifications shall become the property of the City, and all qualifications shall be deemed a public record as defined in "The Public Records Act," chapter 42 section 56 of the RCW. Any 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 RFQ, could be removed from consideration. The City will not accept the liability of determining what the proposer considers proprietary or not. Therefore, any information in the 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 RFQ quotes 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.

13. Professional Services Agreement

The agreement will be the city Professional Services Agreement (included as Attachment A).

14. Non-Discrimination

The City of Kirkland in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award

Certification Regarding Suspension, Debarment, Ineligibility or Voluntary Exclusion

Pursuant to 2 CFR 200.213, the Contractor, 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. If the Contractor is unable to certify, they must provide an explanation as to why they cannot prior to signing of any agreement. The Contractor shall provide immediate written notice to the City if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances, or have received notice that they have been 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. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in 2 CFR 180.

The Contractor agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction. Pursuant to 2 CFR 180.330, the Contractor is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements. The

Contractor agrees that it will include this clause without modification in all lower tier covered transactions.



PROFESSIONAL SERVICES AGREEMENT

PSA 6/30/2020

Attachment A

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

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

I. SERVICES BY CONSULTANT

A. The Consultant agrees to perform the services described in Attachment _to this Agreement, which attachment is incorporated herein by reference.

B. All services and duties shall be conducted and performed diligently, completely and in accordance with professional standards of conduct and performance.

II. COMPENSATION

A. The total compensation to be paid to Consultant for these services shall not exceed \$_____, as detailed in Attachment _____.

B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all services performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.

C. The Consultant shall be paid on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.

D. The City shall have the right to withhold payment to Consultant for any services not completed in a satisfactory manner until such time as Consultant modifies such services to the satisfaction of the City.

E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to

the terms of this Agreement.

III. TERMINATION OF AGREEMENT

The City or the Consultant may terminate or suspend this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory services completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above.

IV. OWNERSHIP OF WORK PRODUCT

A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this Agreement or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.

B. The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.

C. Methodology, materials, software, logic, and systems developed under this Agreement are the property of the Consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.

D. The Consultant at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the Consultant under this Agreement and any information relating to personal, medical, and financial data will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, Chapter 42.56 RCW

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

Consultant will provide all original operation and maintenance manuals, along with all warranties, from the manufacturer for any equipment or items installed or supplied to the City 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:

By: _____

By: _____
Tracey Dunlap, Deputy City Manager

Date: _____

Date: _____