



City of Kirkland
Request for Qualifications
Fire Station Design Services
Job # 31-22-PW

Issue Date: May 11, 2022

Due Date: May 27, 2022 – 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:

Fire Station Design Services Job # 31-22-PW

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

Qualifications received later than **4:00 p.m. May 27, 2022 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 Proposals 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 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 or national origin, or sex in consideration for an award.

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 11th Day of May 2022.

Jay Gewin
Purchasing Agent
City of Kirkland

Published in the Daily Journal of Commerce – May 11th and May 18th, 2022

REQUEST FOR QUALIFICATIONS (RFQ) – CITY OF KIRKLAND

PROJECT PSC 3006 000 – Fire Station 26 Expansion & Remodel

PROJECT PSC 3004 000 – Fire Station 21 Remodel

Architectural & Engineering Consultant Services

City of Kirkland

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

At the time of incorporation in 1905, the City of Kirkland's population was approximately 530. The current estimated population is 92,900. 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 Rose Hill and Juanita in 1988 and the annexation of North Juanita, Finn Hill, and Kingsgate areas in 2011.

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

Project Purpose and Background

The City of Kirkland is seeking architecture firms with extensive experience in designing, and providing architectural services, for fire station renovations in Washington State.

In November 2020, Kirkland voters approved the City's Proposition 1 - Fire & Emergency Medical Services 2020 Ballot Measure, which was based on the 2012 Kirkland Fire Department's Strategic Plan. Since the successful passage of the measure, the City of Kirkland has completed design of a new Fire Station 27 and the remodel design of Fire Station 22. Both projects will be in construction within the next few months. The remodel designs of Fire Stations 26 and 21 are the next steps to continue accomplishing the goals and promises set forth to the voters in November 2020. A strong design team who is mindful of the City's goals are paramount to making Proposition 1 a success.

It is the City's intent to award the Architectural & Engineering Consultant Services for the two projects to one firm, so the projects can enjoy the efficiency gained in proceeding in design concurrently. However, due to operational constraints, the City will likely construct the projects consecutively with Fire Station 26 proceeding first. While the

intent is to award both projects to one firm, the City reserves the right to award the consultant services for each project independently.

Project Description

Delivering high quality projects on schedule and within budget is of utmost importance.

Fire Station 26

Fire Station 26 is an existing station, located at 9930 124TH AVE NE, 98033. The station is a 9,795 square foot tri-level wood frame building built in 1994. The improvements will include overall remodel of existing building with 200 sf of heavy interior space remodel and a small apparatus bay support addition (245 sf). Mechanical and electrical systems will be renewed and/or replaced per detailed requirements and seismic structural upgrade will be performed. This station also needs site improvements due to age, damage, and building expansion/addition. There will be minor site plan improvements, and corrections of deferred maintenance. The City is considering turning this into an all-electric station.

This is not a LEED project. The City will utilize the Design-Bid-Build method for project delivery. **Budget:** The City's overall design phase and construction budget is approximately \$8.4 Million. The funding source is identified; all funding is local.

Fire Station 21

Fire Station 21 is an existing station, located at 9816 Forbes Creek Drive, 98033. The station is an 8,541 square foot two-story wood frame building built in 1997. Portions of this facility are proposed to be renovated to allow for more efficient configuration of space, to accommodate current code requirements, and to meet industry standards. The improvements will include overall remodel of existing building with 928 sf of heavy interior space remodel. Mechanical and electrical system will be renewed and/or replaced per detailed requirements and seismic structural upgrade will be performed. This fire station also needs miscellaneous site improvements and corrections of deferred maintenance. The City is considering turning this into an all-electric station.

This is not a LEED project. The City will utilize the Design-Bid-Build method for project delivery. **Budget:** The City's overall design phase and construction budget is approximately \$6.0 Million. The funding source is identified; all funding is local. See *Scope Summary* attachment for additional information.

Services and Deliverables

Services and deliverables for this contract shall be based on AIA guidance and best practices. Anticipated services, and their accompanying deliverables, include:

- Conceptual Design
- Schematic Design
- Design Development
- Permitting

- Construction Documents
- Construction Bidding
- Construction Administration

Schedule

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

- May 20, 2022 – 5:00 PM Questions Due
- May 25, 2022 Answers will be Posted on the City Website
- May 27, 2022 - 4:00 PM Consultant Selection Project-Specific SOQs Due
- June 8, 2022 Notifications of Selections for Interview by City
- June 22, 2022 Consultant Selection Interviews
- June 24, 2022 Notice of Award of Design Consultant; Begin Scope and Fee Negotiations
- July 2022 Notice to Proceed for Design Consultant

The planned schedule for the projects will begin with a project kick off on August 9, 2022. The overall schedule goal, for both projects, for building permit submittal is June 2023 and the goal for final contract documents is October 2023.

Statement of Qualifications Submittal

The format of the summary of qualifications shall be at your discretion; however, it shall be **limited to twenty (20)** total pages in length with page sizes not exceeding 8-1/2 inches by 11 inches. A cover letter, title page, nor table of contents will count against this maximum size requirement. Please submit one SOQ for both projects.

And, at a minimum, it should include the following information:

1. The name of your firm, identifying its principal shareholders, partners or members. The period of time your firm has been operating and offering architectural & engineering consulting services.
2. Identify key differences in design approach and/or specific elements that make fire station design different than other government buildings. Include a description of your firms' knowledge and expertise of fire station facilities; fire station design, operations, and training; and knowledge of current design issues and building code requirements facing fire departments in remodeling older fire stations. In addition, describe the following:
 - a. The design approach given that the City has completed, or is in the process of completing, two remodels and two new stations.
 - b. How to approach the design, given the schedule and budget constraints, with current market conditions – notably material shortages and delays and construction escalation.

3. Examples, with a brief scope description, of similar and recent (include dates) fire station projects in which your firm provided architecture and engineering services from early design through final construction, including the names and roles of the key team members.
 - a. The example projects should include at least one of the same key team members (architectural staff) as proposed for these projects.
 - b. Include your firm's specific responsibility on those projects and the key team members and their specific involvement.
 - c. Note key subconsultants utilized on the project and what role they served.
 - d. Note any information useful in demonstrating the project's success. Please include construction budget, estimated bid, actual accepted bid, change order percentages, final cost, project schedule including design time, and awards received.
 - e. Provide the names and phone numbers of client references who would be most knowledgeable of your firm's performance on these projects.

4. A discussion of your firm's internal management of the projects. Including, but not limited to:
 - a. Anticipated schedule for each phase. Include the availability of key team members.
 - b. An explanation of your firm's approach to managing two concurrent projects.
 - c. A discussion of your firm's workload over the next two years and the ability to manage and staff two projects.
 - d. Describe process for adequately scoping subconsultants to reduce additional fee requirements as the design progresses.

5. Please include whether your firm is a D/M/MW/W BE.

Contract

The selected firm will work under a not-to-exceed contract. Please refer to the City's Professional Services Agreement (PSA) which is the agreement the City will utilize for this project (Attachment A). The City will not consider and/or negotiate changes to the form of the Agreement with the top ranked firm. Firms with concerns about the PSA should not submit an SOQ for this project. SOQs submitted to the City of Kirkland shall become the property of the City upon delivery to the City of Kirkland.

Evaluation Criteria

Qualifications will be evaluated and scored by a selection committee consisting of personnel from the City of Kirkland Public Works, Facilities, and Fire Department and other key staff and/or consultants. Firms for the interview shortlist will be selected based on the criteria and points as shown on the table below. Final consultant selection will be based on a combined score from the SOQ and interview.

Proposal Evaluation Criteria	Points
Knowledge & Expertise of Fire Station Design	25
Design Approach	25
Experience and Success of Team in Similar Projects	25
Internal Project Management Approach	20
D/M/MW/W BE	5
Total Points	100

In addition, references of the top scoring firm will be contacted before the final selection is determined.

Qualification Submittal Instructions

If qualified and interested, please submit a summary of qualifications for providing Architectural and Engineering Consultant Services for the above-referenced projects. This is a qualifications-based selection. Please do not submit fee proposals.

Once all SOQs are received and reviewed, the City will rank firms and place the top three firms on the interview shortlist. The top ranked firms will be notified on or about Wednesday, June 8, 2022, and invited to participate in an interview on Wednesday, June 22, 2022, in the afternoon. The interviews are tentatively scheduled in-person at City of Kirkland City Hall.

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

- 1. Qualifications must be submitted by e-mail and be received no later than 4:00 pm PDT on May 27, 2022.**
2. E-mailed qualifications should include "Fire Station Design Services – Job #31-22-PW" in the subject line and be addressed to purchasing@kirklandwa.gov.
3. Qualifications shall not exceed 20 pages. A cover letter, title page, nor table of contents will count against this maximum size requirement. Please submit one SOQ for both projects. All qualifications sent electronically must be in the form of a PDF and cannot exceed 20MB.
4. All qualifications must include the legal name of the organization, firm, individual or partnership submitting the RFP. Include the address of the principal place of business, mailing address, phone numbers, e-mails, and primary contact person.
5. To be evaluated, qualifications must address all requirements and instructions contained within.
6. Provide all references and materials required by the RFQ instructions within.

Questions: Questions regarding the scope of work or evaluation process must be submitted in writing and should be addressed to Anneke Davis, Senior Project Engineer, at adavis@kirklandwa.gov. Questions regarding the RFQ process should be addressed to purchasing staff, at purchasing@kirklandwa.gov. Questions must be submitted by 5:00 PM Pacific Time on May 20, 2022.

Americans with Disabilities Act (ADA) Information

The City of Kirkland in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing the RFQ Coordinator listed above.

Terms and Conditions

- A. The City reserves the right to reject any and all qualifications, and to waive minor irregularities in any qualification.
- B. Proposers responding to this RFQ must follow the procedures and requirements stated in the RFQ document. Adherence to the procedures and requirements of this RFQ will ensure a fair and objective analysis of your qualifications. Failure to comply with or complete any part of this RFQ may result in rejection of your qualifications.
- C. The City reserves the right to request clarification of information submitted, and to request additional information on any submission.
- D. The City reserves the right to award any contract to the next most qualified agency, if the successful agency does not execute a contract within 30 days of being notified of selection.
- E. Any qualification may be withdrawn up until the date and time set above for opening of the qualifications. Any qualification not so timely withdrawn shall constitute an irrevocable offer, for a period of one hundred and twenty (120) days to sell to the City the services described in the attached specifications, or until one or more of the qualifications have been approved by the City administration, whichever occurs first.
- F. The contract resulting from acceptance of a qualification by the City shall be in a form supplied or approved by the City and shall reflect the specifications in this RFQ. A copy of the City's standard Professional Services Agreement is available for review (see attachment A). The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFQ and which is not approved by the City Attorney's office.
- G. The City shall not be responsible for any costs incurred by the agency in preparing, submitting or presenting its response to the RFQ.
- H. Any material submitted by a proposer shall become the property of the City. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract.

- I. The City reserves the right not to award any portion or all of the project if it finds that none of the qualifications submitted meets the specific needs of the project. The City reserves the right to modify the scope of work and award portions of this RFQ to the selected vendor. The City reserves the right to award this work to multiple vendors if the scope of work would be best completed by multiple vendors and their associated experience.

Cooperative Purchasing

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

Title VI Statement

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 ensure 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."

Date of publication in the Daily Journal of Commerce: May 11 and 18, 2022

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 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 proposals until a 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).

ATTACHMENT A



**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:

By: _____

By: _____
Beth Goldberg, Deputy City Manager

Date: _____

Date: _____