



# **City of Kirkland**

## **Request for Qualifications**

### **Art Consultant for Fire Station Projects Job # 21-21-CMO**

**Issue Date:** July 19, 2021  
**Due Date:** August 19, 2021 – 3:00 p.m. PDT

## **REQUEST FOR QUALIFICATIONS**

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

### **Art Consultant to Manage Public Art Selection & Installation for Four Kirkland Fire Stations Job # 21-21-CMO**

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

Qualifications received later than **3:00 p.m. PDT August 19, 2021** will not be considered.

A copy of this Request for Qualifications (RFQ) may be obtained from the 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.

In order to be considered for award, all the required information listed in the RFQ shall be included with each consultant submission. Failure to submit all of the requested documentation may disqualify the submission from being considered.

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 nondiscrimination in all of its programs and activities, whether those programs are federally funded or not.

In addition to nondiscrimination compliance requirements, the consultant 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 19<sup>th</sup> day of July, 2021**

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

## **Background Information**

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 88,940. Kirkland is the thirteenth 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.

## **Purpose and Background:**

The City of Kirkland is seeking a qualified Art Consultant to assist the City in incorporating public art within four fire station projects. The Art Consultant will lead the coordination of the public art effort and will assist the City in soliciting and selecting one to four artists to incorporate public artwork into fire station project design and construction of the scheduled projects.

1. Fire Station 27 Replacement
2. Fire Station 22 Expansion and Remodel
3. Fire Station 26 Expansion and Remodel
4. Fire Station 21 Expansion and Remodel

1% for Art is assessed on qualified capital improvement projects (CIP) that are undertaken by the City of Kirkland. The Kirkland Cultural Arts Commission (KCAC) together with City staff curates and advises the City Council on public art acquisitions and loans, and it reviews and recommends projects under the City's "1% for Art" program.

Each of the four fire station projects is assigned an art budget commensurate with 1% of the total project budget, although there is an ability to reallocate funds between projects in order to best meet the intent of public art. Some projects may have better opportunities or be more suitable for more investment in public art. One Fire Station Art Steering Committee (Steering Committee) will be formed, consisting of the art consultant, representatives from the project

teams, the Kirkland Fire Department, the City Manager's Office and the Kirkland Cultural Arts Commission.

The total budget for the art for the four projects is \$466,503. This is the total amount available for the Art Consultant fees, the projects' design teams' coordination with the Art Consultant and artists, the artists' design efforts, artwork fabrication and installation, taxes, artists' stipends, and other expenses related to the scope of work.

The artwork should invigorate, inspire and energize the Kirkland community, communicate Kirkland as a safe, inclusive and welcoming place, celebrate diversity and honor social and racial justice qualities that are in accordance with Kirkland Resolution 5240 (2017) which affirms that Kirkland is a safe, inclusive and welcoming community, and/or Resolution 5434 (2020) which affirms that Black lives matter.

The artwork should respect and honor fire services. Both a recently renovated Kirkland fire station (Fire Station 25) and a fire station under construction (Fire Station 24), include/will include public art that features the Maltese Cross, the international symbol of fire fighting and a symbol of protection. There is a strong desire to maintain that similarity between all the artwork for the fire department. However, whether or not it is ultimately decided to keep this theme, the artwork should represent fire services, aid the station in being recognized by the public as a fire station, and provide a sense of community and welcoming to all.

### **Performance Schedule**

Construction schedule for each fire station project:

1. Fire Station 27 Replacement – April 2022 – May 2023
2. Fire Station 22 Expansion and Remodel – April 2022 – March 2023
3. Fire Station 26 Expansion and Remodel – January 2024 to December 2024
4. Fire Station 21 Expansion and Remodel – February 2025 to December 2025

### **Scope of Work:**

#### Project Onboarding

- Meet with City staff and/or Steering Committee to review Kirkland's public art resolution, public art policy and guidelines and receive background and summary of project scope;
- Advise on preliminary ways to incorporate public art including possible themes, locations and examples of types of art within each project's 1% for Art budget;
- Advise on budget breakdown including the artwork component (design through fabrication of art).

#### Art Direction and Site Approval

- Meet with the Steering Committee (three - five meetings of approximately two hours) to:
  - review the four Fire Station projects;

- present possible methods of and locations for incorporating art into the projects;
- gather feedback on possible methods and location of incorporating art;
- guide the Steering Committee to a preferred direction for public art for each project.
- Coordinate with project engineer on constraints and requirements for preferred sites
- Provide a summary report of discussions, likely directions and decisions
- Concept approval of art through the Steering Committee, Kirkland Cultural Arts Commission, and City Council

#### Artist Recruitment

- Write an RFP/Call for Artist(s) reflecting the discussions, direction and decisions reached with the Steering Committee;
- Design and conduct an outreach strategy for the RFP/Call for Artist(s), with intentional strategies to ensure inclusion of LGBTQ communities, women and black, indigenous, immigrant and BIPOC communities;
- If necessary, schedule/organize/conduct site visits for artists

#### Artist Selection

- Design, communicate, document and lead the Steering Committee through the process of artist(s) selection;
- Working with the Steering Committee to review artists' submissions and prepare a shortlist of artworks and artists for presentation/interview to the Steering Committee;
- Prepare the shortlisted artists for presentation/interview;
- Schedule, plan and lead artists' interviews with Steering Committee
- Create and provide a selection rubric for use by the Steering Committee, and possibly a scoring system;
- Facilitate and lead the selection of artwork and artist(s) with Steering Committee;
- Provide a summary report of the artist recruitment strategy and methodology, and art and artist(s) selection process and decisions;
- Notify artists of outcome;
- Facilitate contracting of selected artist(s)

#### Art Creation and Installation

- Manage all aspects of art design, approval, fabrication and installation coordinating closely with the Steering Committee, project teams and the artist(s);
- Submit a comprehensive final report detailing the entire art selection process, strategy, methodology, selection and implementation. This should include but may not be limited to the scope and budget of the art projects, details of the physical sites at the fire stations, art and artist selection process, internal Steering Committee processes, background information on the selected artist(s), details of the chosen artworks including concept, materials, design, fabrication and installation, visual documentation of art concepts, fabrication, installation, conceptual reference to and relevance to City of Kirkland Resolution (2017) which affirms that Kirkland is a safe, inclusive and welcoming community, and/or Resolution 5434 (2020) which affirms that Black lives matter.

## **Contract Requirements and Fees**

If your qualifications are 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**

- Please refer to the insurance requirements stated in the Professional Services Agreement (Attachment A)

## **Qualifications Submittal Instructions**

Please note: 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. All qualifications sent electronically must be in the form of a PDF or MS Word document and cannot exceed 20MB.
2. If paper qualifications are being submitted, they must consist of one original and one copy.
3. Please include your name, business name, business address, email address, phone number and fax number.
4. All qualifications must include the legal name of the organization, firm, individual or partnership submitting the RFQ. Include the address of the principle place of business, phone numbers, emails, 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 or e-mail and should be addressed to Martha Chaudhry, Special Projects, Economic Development for the City Manager's Office at [mchaudhry@kirklandwa.gov](mailto:mchaudhry@kirklandwa.gov). Questions regarding the RFQ process should be addressed to Purchasing staff, at [purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov). Questions must be received before 5:00 PM on August 9, 2021

**Submittal Instructions:** Qualifications must be received by no later than **3:00 p.m. PDT August 19, 2021**

We encourage qualifications to be submitted by email. Emailed qualifications should include, "Art Consultant for Fire Station Projects - Job #21-21-CMO" in the subject line and be addressed to [purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov). Emailed qualifications must be in MS Word or PDF format and cannot exceed 20MB.

As an alternate to email, qualifications (original and one copy) can be mailed or delivered to:  
City of Kirkland  
ATTN: Purchasing Staff – Job # 21-21-CMO  
123 5<sup>th</sup> Avenue  
Kirkland, WA 98033

If submitting a paper proposal, the original and copy of all Qualifications in printed form must be submitted in a sealed envelope or box with the following words clearly marked on the outside of the envelope, "Art Consultant for Fire Station Projects - Job # 21-21-CMO". The supplier's name and address must be clearly indicated on the envelope.

### **Submittal Deadlines**

The Department's schedule for review of the RFQ submittals and final selection of the Contractor is as follows:

July 19, 2021	RFQ posted
August 9, 2021	Deadline for questions: 5:00 p.m.
August 12, 2021	Responses to questions posted
August 19, 2021 – 5:00PM	Request for Qualifications Submittal Deadline
August-September, 2021	Evaluation Period
September 13-20, 2021	Interviews
October 2021	Contract Awarded

### **Submission Criteria:**

Interested and qualified candidates may submit their applications and supportive material online using this link

Applications must include:

- Letter of interest including a short narrative explaining interest in the project, general approach to the draft scope of work, and relevant skills and experience
- Description of past relevant projects including visuals
- Short bio and resume or *curriculum vitae*
- Contact information for three references
- Statement of availability and tentative schedule and milestones for deliverables

Qualifications should be prepared simply, providing straight forward, concise descriptions of the applicant's capabilities to satisfy the requirements of the request.

## **Minimum Qualifications**

Applicants must have experience managing art procurement for commercial and/or government and demonstrate capacity to work with multiple stakeholders.

## **Art Consultant Eligibility and Selection Criteria:**

The call is open to experienced art consultants residing in Washington state. Kirkland-based consultants are strongly encouraged to apply. Black, indigenous, and people of color (BIPOC) art consultants are strongly encouraged to apply.

- Comparable work assisting owners and/or municipalities procure public art for the built environment;
- Ability to work with architects, engineers, contractors and a diverse project team;
- Ability to meet project timeline.

The City will make a selection based on the evaluation of the written qualifications. The City may also conduct an interview process with scoring used to determine the selected proposer. The City may elect to interview some or all proposers. The City reserves the right to make a selection based only on the evaluation of the written qualifications.

## **Contract**

The contract shall consist of the following documents: This Request for Qualifications (RFQ), the accepted proposal, a Professional Services Agreement (see Attachment A), and any agreed upon written changes to any of the foregoing documents. The contract documents are complementary and what is called for in any one document shall be binding as if called for by all. The City of Kirkland utilizes the attached Professional Services Agreement (template). Firms with any concerns with proceeding with this agreement should not submit on this RFQ.

## **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.

## **Public Disclosure**

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 qualification containing language which copyrights the submission, declares the entire submission 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 qualification 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 qualifications 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 qualification(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.



**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 has part of this contracted project.

The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

**V. GENERAL ADMINISTRATION AND MANAGEMENT**

The \_\_\_\_\_ for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

**VI. COMPLETION DATE**

The estimated completion date for the Consultant's performance of the services specified in Section I is \_\_\_\_\_.

Consultant will diligently proceed with the services contracted for, but consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

**VII. SUCCESSORS AND ASSIGNS**

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

**VIII. NONDISCRIMINATION**

Consultant shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

**IX. HOLD HARMLESS/INDEMNIFICATION**

To the greatest extent allowed by law the Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury

to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

## **X. LIABILITY INSURANCE COVERAGE**

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

### **A. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

### **B. Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

**C. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant shall provide the City and all Additional Insureds for this services with written notice of any policy cancellation, within two business days of their receipt of such notice.

**D. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

**E. Verification of Coverage**

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the services.

**F. Failure to Maintain Insurance**

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of agreement, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

**G. City Full Availability of Consultant Limits**

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

**XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE**

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Consultant must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

**XII. FUTURE SUPPORT**

The City makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.

**XIII. INDEPENDENT CONTRACTOR**

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he or she is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him or her as a result of his or her status as an independent contractor. Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance or 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**

C. 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: \_\_\_\_\_