



City of Kirkland

Request for Proposal

Downtown Parking Field Data Collection

Job # 65-22-PW

Issue Date: December 22, 2022

Due Date: January 20, 2023—4:00 p.m. (Pacific Time)

REQUEST FOR PROPOSALS

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

Downtown Parking Field Data Collection Job # 65-22-PW

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

Proposals received later than **4:00 p.m. on January 20 will not** be considered.

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

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

A Service Provider response that indicates that any of the requested information in this RFP will only be provided if and when the Service Provider is selected as the apparently successful Service Provider is not acceptable, and, at the City's sole discretion, may disqualify the proposal from consideration.

The City requires that no person shall, on the grounds of race, religion, color, national origin, sex, age, marital status, political affiliation, sexual orientation, or the presence of any sensory, mental, or physical disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City further assures that every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs are federally funded or not.

In addition to nondiscrimination compliance requirements, the Service Provider(s) ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

Dated this December 22, 2022

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

Published in the Daily Journal of Commerce – December 22nd and 29th of 2022

GENERAL INFORMATION

The purpose of this RFP is to solicit professional services to manage parking count data collection in downtown Kirkland and in two additional waterfront parks during a six-month period between July 1st and December 31st, 2023. This is to support ongoing downtown parking management including a pay parking program to ensure convenient, economical, and equitable access to downtown parking for residents and visitors.

The City is accepting proposals for services that will both manage the parking count data collection and report on the results in both tabular and graphical formats. Considerations will be given to a various methods of data collection (such as manual counts, license plate readers, etc.) and reporting methods.

BACKGROUND

THE CITY OF KIRKLAND

The City of Kirkland, Washington is located on the eastern shore of Lake Washington and is approximately 10 miles east of downtown Seattle. It has a population of 93,570 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 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.

The City has been a regional commerce center as well as a popular destination for recreation and the arts. The City of Kirkland aspires to be an equitable, inclusive, and innovative city, while providing reliable and efficient city services. A full community profile can be found at www.kirklandwa.gov.

DOWNTOWN KIRKLAND PARKING PROGRAM

Downtown Kirkland City-owned public parking consists of on-street parking, and off-street parking at several city-owned surface lots (Lakeshore Plaza Lot at Marina Park, Lake & Central Lot, and Wester Lot near City Hall) and one municipal garage. The on-street and municipal garage parking facilities are free of charge and time limited. The City does charge \$1.00 per hour at both the Lakeshore Plaza and Lake & Central parking lots between 9AM and 9PM, Monday through Saturday. The Municipal garage contains three different zones of parking: library only parking at the surface level, 4-hour hour restricted public parking, and downtown employee permit only parking between 9AM and 5PM, Monday through Saturday. The garage also closes at midnight daily. The Wester Lot is reserved for permitted downtown employees between 9AM and 5PM, Monday through Saturday. All permitted areas are available to the general public outside of the permit only hours.

Additionally, the City provides free off-street parking at several waterfront parks, at the Senior Center and Performing Arts Center. A detailed map and other existing downtown parking information can be found at the City's [downtown parking information site](#).

SCOPE OF WORK

The City of Kirkland is evaluating changes to parking policy in the downtown central business district and in waterfront park lots along Lake Washington Boulevard. The City is seeking qualified consultants to manage the collection of parking counts within the project area for a period of 6-months from July 1, 2023 to December 31, 2023 to better understand parking capacity and turnover.

Task 01 – Project Management

The consultant project manager will coordinate with the City's project manager on a monthly basis throughout the duration of the project. The coordination will address project scope/status, budget, schedule and progress. Consultant will also coordinate with Diamond Parking who is under contract to collect parking counts in the Peter Kirk Municipal Garage. This coordination is meant to ensure data collected by Diamond can be integrated with other on and off-street data collection and summary reports.

Invoicing and Progress Reports

The consultant will prepare monthly progress reports and invoices.

City Responsibilities:

- Attendance at team meetings

Deliverables:

- Template to share with Diamond for garage counts
- Monthly Progress Reports
- Meeting agendas

Task 02 –Data Collection and Summary

The consultant will collect on and off-street parking data on Tuesdays, Wednesdays, Fridays and Saturdays for one week per month from July 1, 2023 to December 31, 2023. Between July 1, 2023 to September 30th, additional counts will be taken during a second week of the month to account for other times per day, unusual circumstances such as special events, and to validate the monthly counts.

Data will be collected at various intervals to understand vehicle turnover and occupancy changes throughout the data collection period. Data collection intervals will be up to 12 times per day and account for vehicle turnover based on the proposal recommendations. Options include counting at half hour intervals at various time periods (such as at 10am, 10:30 and 11, then again at half hour intervals around the noon, 4pm and 7pm hours) or hour intervals (10am-8pm every hour). Proposals must include a data collection strategy for count intervals based on the best use of resources and recommended count frequencies to adequately report occupancy and turnover.

Counts will include all publicly owned parking stalls, excluding loading zones, within the project area that includes approximately 472 parking stalls. A map of the project area is located in Exhibit A.

On-Street Parking Data locations and stall count:

Street Segment	Stall Count
Lake St (btw Central & Kirkland Ave)	12
Lake St S (btw Kirkland Ave & 2nd Ave S)	22
Main St (btw Central & Kirkland Ave)	30
State St S (btw Kirkland Ave & 2nd St S)	26
Kirkland Ave (btw Lakeshore Plz & Lake St)	27
Kirkland Ave (btw Lake St & Main St)	18
Kirkland Ave (btw Main St & 3rd St)	14
Kirkland Ave (3rd St & Peter Kirk Ln)	17
Park Lane (btw Lake St & Main St)	17
Park Lane (btw Main St & 3rd St)	12
Central Way (btw Market & 1st St)	16
Central Way (btw 1st & Lake St)	5
Central Way (btw Lake St & Main St)	19
Central Way (btw Main St & 3rd St)	8
Central Way (3rd St & Peter Kirk Ln)	9
Lakeshore Plaza (Central Way & Boat Launch)	4
TOTAL	256

Off-Street Parking Data locations and stall count:

Parking Lots	Stall Count
Lakeshore Plaza Lot (including the auxiliary lot)	119
Lake and Central Lot	53
Houghton Beach Park Lot	36
Marsh Park Lot	6
TOTAL	214

The summary data for off-street parking lots must show percent occupancy at each time point and average turnover. For on-street parking, the report must include percent occupancy per block face (two block faces for 15 of the 16 street segments listed above) for each time data is collected plus a summary of turnover data. Additionally, data collected from the Peter Kirk Municipal Garage collected by Diamond Parking will be integrated into the data summaries.

A comparison of counts at these times will be made to understand occupancy and turnover comparing parking data throughout the weekdays, comparing to Saturdays and over the 6-

month data collection period. These data will be summarized in a series of charts, tables and graphics in a technical memorandum.

City Responsibilities:

- Provide data for City of Kirkland roadway and facilities including on and off-street parking supplies.
- Provide input on dates of collection to ensure no construction or festival activities will interfere with data collection.
- Review and comment on draft technical memorandum.

Deliverables:

- Raw parking and video data collection data
- Data summarized in charts, tables and graphics
- Technical memorandum that:
 - summarizes data collection methods
 - includes data summaries and discussion of results
 - shows a comparison parking data throughout the weekdays, comparing to Saturdays and over the 6-month data collection period.

Task 03 – Data Integration

The consultant team will work with the city to ensure the data collected is in a format that can be integrated with other analytical products that will be useful to evaluate and communicate the data.

SUBMISSION CRITERIA

Proposals should be prepared simply, providing straightforward, concise descriptions of the applicant's capabilities to satisfy the requirements of the request.

All proposals should contain:

- Cover letter
- The firm's name and size
- A description of experience conducting parking data collection
- Samples of recent work (created in the last 3 years). Local work preferred.
- Three (3) references relating to parking or traffic data collection
- Proposed scope of work, schedule, and methodology
 - Collection methodology including the approach and methodology for collecting the data required in the scope of work
 - A proposed schedule for the project
 - Implementation plan for the data collection
- A description of how the project would be managed (progress reports, invoices, communication)
- Staff involved in this project/resumes
- Cost estimate

CONTRACT REQUIREMENTS AND FEES

If the Vendor proposal is accepted, the following fees and requirements will be due upon award, prior to issuance of a contract:

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.

Insurance:

- Contractor's insurance should be consistent with the requirements found in the sample agreement shown as Attachment A.

PROPOSAL SUBMITTAL INSTRUCTIONS

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

1. **Proposals must be received by no later than 4:00 p.m. PST on January 20, 2023 (Pacific Time).**
2. Emailed proposals should include "Downtown Parking Field Data Collection – Job# 65-22-PW" in the subject line and be addressed to purchasing@kirklandwa.gov.
3. All proposals sent electronically must be in the form of a PDF or MS Word document and cannot exceed 20MB.
4. Please make sure you stay within page limit restrictions for each section of the forms within your proposal. Front and back is considered two pages.
5. If paper proposals are being submitted, they must consist of one original and five copies. The City must receive any paper submittal before 4:00 p.m. PST on January 20, 2023 and any delivery received after the deadline will be rejected. These can be mailed or delivered to:
City of Kirkland
ATTN: Purchasing Staff – Job # 61-22-PW
123 5th Avenue
Kirkland, WA 98033
6. All proposals must include the legal name of the organization, firm, individual or partnership submitting the RFP. Include the address of the principal place of business, mailing address, phone numbers, emails, fax number (if one exists) and primary contact person.
7. Complete, sign and submit all RFP forms provided if required.
8. To be evaluated, a proposal must address all requirements and instructions contained within.
9. Provide all references and materials required by the RFP instructions within.

Electronic OR paper copies of the firm’s proposal, in its entirety, must be received as specified above. The City will **not** accept facsimile.

No physical copy is required. Firms may choose to submit a physical copy in addition to an email copy, and if they choose to do so, the physical copy must arrive no later than 4:00 PM on the day that proposals are due and the electronic copy must still be emailed from the firm to the City at the address given above.

Questions: Questions regarding the scope of work or evaluation process must be submitted in writing and should be addressed to the Project Manager, Kimberly Scrivner at KScrivner@kirklandwa.gov and cc the RFP Coordinator, Xiaoning Jiang at Xjiang@kirklandwa.gov and Questions regarding the RFP process should be addressed to Purchasing staff, at purchasing@kirklandwa.gov. Questions must be submitted before 5:00 PM PST on January 3, 2023.

SUBMITTAL DEADLINES

The procurement schedule for this project is as follows:

MILESTONE	DATE
Release RFP	12/22/2022
Questions (if any) Due - 5:00 PM PST	1/3/2023
Answers to RFP Questions Released	1/6/2023
Proposal Responses Due – 4:00 PM PST	1/20/2023
Evaluation Period – Consultant Interviews 2/6-2/10/23 (If Needed)	1/23 – 2/10/2023
Notice to Proceed	2/15/2023

SELECTION CRITERIA AND PROCESS

Proposals are evaluated based on multiple factors such as the proposer’s ability to meet the City’s needs as described in the project scope, the proposer’s expertise on similar projects, and the proposer’s capacity to complete the project within the proposed schedule, as well as the cost.

It is important that the responses be clear, concise, and complete so that the evaluators can adequately understand all aspects of the proposal. If the City chooses to include interviews, the evaluation is further based on the demonstration, which shall be unscripted. The City may elect to interview some or all proposers. The City reserves the right to select based only on the evaluation of the written proposals. Written proposals and interviews (if conducted) will be evaluated based on the following evaluation criteria:

Evaluation Criteria:

<u>ITEM</u>	<u>PERCENT</u>
Cover Letter, Proposal Summary and Overall Proposal Quality	20%
Project Schedule and Implementation Strategy	30%
Cost Proposal	30%
Qualification/Expertise of Key Staff and Successful Deployment Experience with Similar Projects	20%

Evaluation Process:

A selection committee will review all written proposals, select finalists, and may conduct interviews virtually prior to making the final selection of the Vendor based on the evaluation process and evaluation criteria outlined in this RFP. If the City decides the interview is necessary, the finalists will be invited to participate in an interview during the week of February 6, 2023.

The evaluators will consider the completeness of the proposal, how well the proposer complied with the response requirements, the number and nature of exceptions (if any) the proposer takes to the terms and conditions, the total cost, and how well the proposed solution meets the City's needs as outlined in this RFP.

As part of the evaluation, the City reserves the right to request additional information in order to do a thorough and objective evaluation of each contractor's response. This evaluation includes but is not limited to doing customer reference checks, site visit, and reviewing any other information about the Vendor and its solution. The ideal Vendor shall have experience in successfully implementing the proposed solutions in local government agencies of similar size to Kirkland, and in larger agencies. Should the City decide to contract, the contract award is to the highest ranked proposer.

Contract

The contractor and the City will execute an Agreement for the Downtown Parking Field Data Collection project (see the sample agreement shown as Attachment A).

Terms and Conditions

- A. The City reserves the right to reject any full or partial proposals and/or all proposals, and to waive minor irregularities in any proposal.
- B. Proposers responding to this RFP must follow the procedures and requirements stated in the RFP document. Adherence to the procedures and requirements of this RFP will ensure a fair and objective analysis of your proposal. Failure to comply with or complete any part of this RFP may result in rejection of your proposal.
- C. The City reserves the right to request clarification of information submitted, and to request additional information on any proposal.
- D. The City reserves the right to award any contract to the next most qualified agency, if the successful agency does not execute a contract within 30 days of being notified of selection.

- E. Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of one hundred and twenty (120) days to sell to the City the services described in the attached specifications, or until one or more of the proposals have been approved by the City administration, whichever occurs first.
- F. The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City and shall reflect the specifications in this RFP. A copy of the City's standard Professional Services Agreement is available for review (see Attachment A). The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP and which is not approved by the City Attorney's office.
- G. The City shall not be responsible for any costs incurred by the agency in preparing, submitting or presenting its response to the RFP.
- H. Any material submitted by a proposer shall become the property of the City. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract.
- I. The City reserves the right not to award any portion or all of the project if it finds that none of the proposals submitted meets the specific needs of the project. The City reserves the right to modify the scope of work and award portions of this RFP to the selected vendor. The City reserves the right to award this work to multiple vendors if the scope of work would be best completed by multiple vendors and their associated experience.

PUBLIC DISCLOSURE

Once submitted to the City, proposals shall become the property of the City, and all proposals shall be deemed a public record as defined in "The Public Records Act," chapter 42 section 56 of the RCW. Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the proposer, or is any way contrary to state public disclosure laws or this RFP, could be removed from consideration. The City will not accept the liability of determining what the proposer considers proprietary or not. Therefore, any information in the proposal that the proposer claims as proprietary and exempt from disclosure under the provisions of RCW 42.56.270 must be clearly designated as described in the "Proprietary Material Submitted" section above. It must also include the exemption(s) from disclosure upon which the proposer is making the claim, and the page it is found on must be identified. With the exception of lists of prospective proposers, the City will not disclose RFP proposals until a bid selection is made. At that time, all information about the competitive procurement will be available with the exception of: proprietary/confidential portion(s) of the proposal(s), until the proposer has an adequate opportunity to seek a court order preventing disclosure. The City will consider a proposer's request for exemption from disclosure; however, the City will make a decision predicated upon RCW 42.56.

DBE PARTICIPATION

The City encourages Disadvantaged Business Enterprise (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).

Exhibit A – Parking Sensor Technologies Project Area Map

PROJECT AREA:

The project area shown on the map below will include the on-street parking on key roadways within the downtown central business district, the two surface pay lots, and two additional waterfront park lots on Lake Washington Blvd. Please note that the Peter Kirk Municipal Garage parking is excluded from this project.

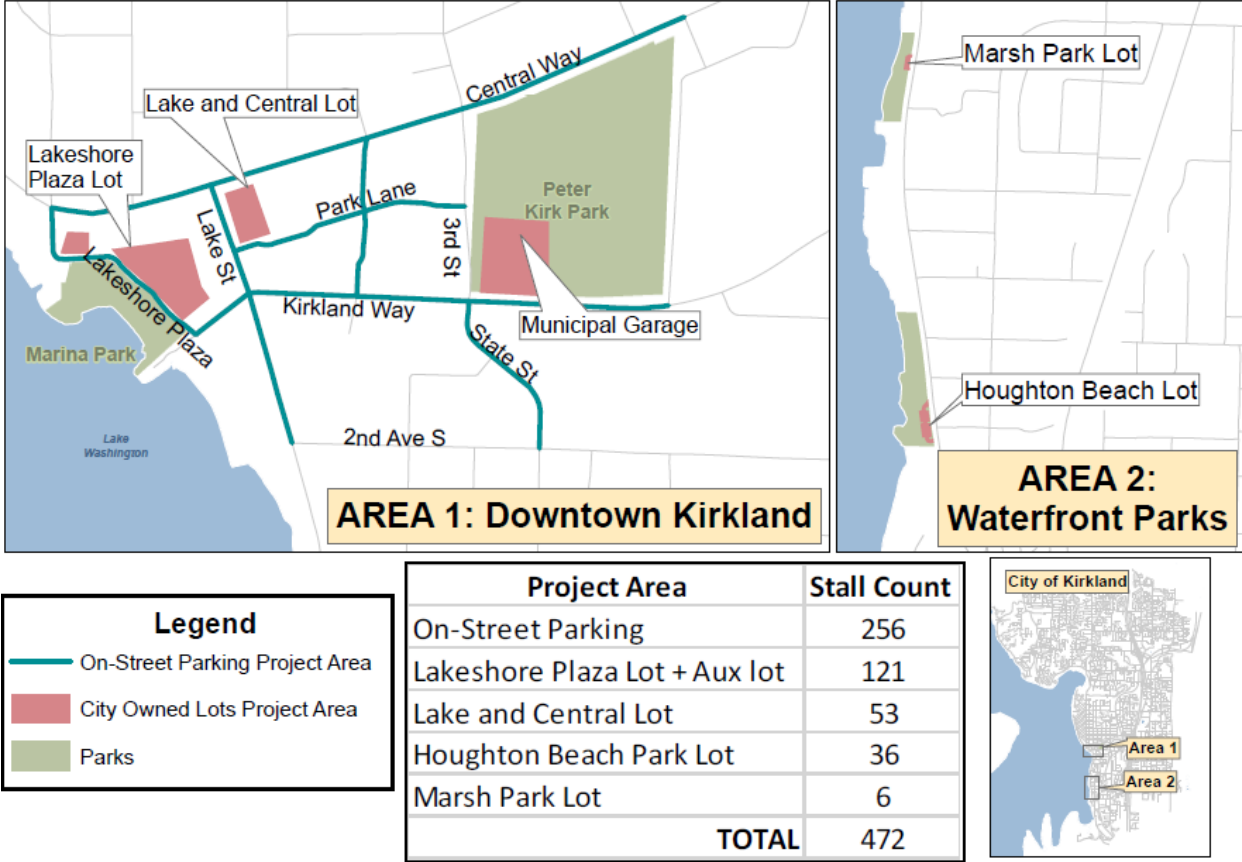


Figure 1. Parking Sensor Technologies Project Area Map

The detailed parking stall counts by street blocks and by surface lots as well as the existing high-level parking rules are listed below in the table 1: Stall Counts for the Parking Sensor Technologies Project.

Off-Street Parking - Lots	Parking stall count (excluding loading zones)	High-Level Parking Rules
Lake and Central Lot	53	<ul style="list-style-type: none"> • Hourly restricted public parking 9am-9pm • \$1 per hour
Lakeshore Plaza Lot (including the auxiliary lot)	121	<ul style="list-style-type: none"> • Hourly restricted public parking 9am-9pm • \$1 per hour
Houghton Beach Park Lot	36	<ul style="list-style-type: none"> • Hourly restricted public parking 8am-10pm • Free of charge
Marsh Park Lot	6	<ul style="list-style-type: none"> • No restriction • Free of charge
TOTAL	216	
On-Street Parking Downtown:		
Lake St (btw Central & Kirkland Ave)	12	<ul style="list-style-type: none"> • Timed enforced parking • Free of charge
Lake St S (btw Kirkland Ave & 2nd Ave S)	22	
Main St (btw Central & Kirkland Ave)	30	
State St S (btw Kirkland Ave & 2nd St S)	26	
Kirkland Ave (btw Lakeshore Plz & Lake St)	27	
Kirkland Ave (btw Lake St & Main St)	18	
Kirkland Ave (btw Main St & 3rd St)	14	
Kirkland Ave (3rd St & Peter Kirk Ln)	17	
Park Lane (btw Lake St & Main St)	17	
Park Lane (btw Main St & 3rd St)	12	
Central Way (btw Market & 1st St)	16	
Central Way (btw 1st & Lake St)	5	
Central Way (btw Lake St & Main St)	19	
Central Way (btw Main St & 3rd St)	8	
Central Way (3rd St & Peter Kirk Ln)	9	
Lakeshore Plaza (Central Way & Boat Launch)	4	
TOTAL	256	

Table 1: Stall Counts for the Parking Sensor Technologies Project

ATTACHMENTS

Attachment A: Professional Services Agreement

[INSTRUCTION: THIS IS A SAMPLE – PLEASE IDENTIFY ANY EXCEPTIONS YOU HAVE TO THIS AGREEMENT, BUT DO NOT SIGN THIS SAMPLE VERSION. THIS MUST BE SIGNED BY THE SUCCESSFUL VENDOR AND MAY BE REQUIRED FROM FINALISTS.]



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

- A. The City or the Consultant may terminate or suspend this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be

provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory services completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above.

IV. **OWNERSHIP OF WORK PRODUCT**

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this Agreement or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.
- B. The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.
- C. Methodology, materials, software, logic, and systems developed under this Agreement are the property of the Consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.
- D. The Consultant at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the Consultant under this Agreement and any information relating to personal, medical, and financial data will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, Chapter 42.56 RCW

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

Consultant will provide all original operation and maintenance manuals, along with all warranties, from the manufacturer for any equipment or items installed or supplied to the City as part of this contracted project.

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

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

V. **GENERAL ADMINISTRATION AND MANAGEMENT**

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

VI. **COMPLETION DATE**

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

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

VII. **SUCCESSORS AND ASSIGNS**

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

VIII. **NONDISCRIMINATION**

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

IX. HOLD HARMLESS/INDEMNIFICATION

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

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

X. LIABILITY INSURANCE COVERAGE

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

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

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

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

F. Failure to Maintain Insurance

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

G. City Full Availability of Consultant Limits

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

- XI. **COMPLIANCE WITH LAWS/BUSINESS LICENSE**
The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Consultant must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.
- XII. **FUTURE SUPPORT** The City makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.
- XIII. **INDEPENDENT CONTRACTOR** Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he or she is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him or her as a result of his or her status as an independent contractor. Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance of unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of Consultant.
- XIV. **EXTENT OF AGREEMENT/MODIFICATION**
This Agreement, together with all attachments and addenda, represents the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument properly signed by both parties.
- XV. **ADDITIONAL WORK**
The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this Agreement. Any such work or services shall be considered as additional work, supplemental to this Agreement. This Agreement may be amended only by written instrument properly signed by both parties.
- XVI. **NON-ENDORSEMENT**
As a result of the selection of a consultant to supply services to the City, the consultant agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.
- XVII. **NON-COLLUSION**
By signature below, the Consultant acknowledges that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation or submission of a proposal to

the City for consideration in the award of a contract on the specifications contained in this Agreement.

XVIII. **WAIVER**

Waiver by the City of any breach of any term or condition of this Agreement shall not be construed as a waiver of any other breach.

XIX. **ASSIGNMENT AND SUBCONTRACT**

The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

XX. **DEBARMENT**

Recipient certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT:

CITY OF KIRKLAND:

Signature:

Signature:

Printed Name:

Printed Name:

Date:

Date: