



City of Kirkland

Request for Qualifications

Owner Advisor for Alternative Delivery

Job #17-26-PW

Issue Date: April 29, 2026

Due Date: May 20, 2026 – 5:00 p.m. (Pacific Time)

REQUEST FOR QUALIFICATIONS

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

Owner's Advisor for Alternative Delivery **Job # 17-26-PW**

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

Qualifications received later than **5:00 p.m. May 20, 2026 will not** be considered.

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

The City of Kirkland reserves the right to reject any and all qualifications, 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 response that indicates that any of the requested information in this RFQ will only be provided if and when the respondent is selected as the apparently successful respondent 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 respondent(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 29th day of April, 2026

Jacinda Guild
Purchasing Agent
City of Kirkland

Advertised in the Seattle Daily Journal of Commerce on April 30, 2026 and May 5, 2026.

Background

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, managing, coordinating, and overseeing its day-to-day activities.

Purpose & Objectives

The City has identified a capital project (Peter Kirk Pool) that is anticipated to be well-suited for Progressive Design-Build delivery. The City seeks comprehensive Owner Advisor support throughout the life of this project; such services are anticipated include delivery method analysis, preparation for and presentation to the Project Review Committee (PRC), project validation, procurement support through RFQ/RFP development and selection, and full participation in Progressive Design-Build implementation from preconstruction through negotiation of commercial terms and construction execution.

To support continued successful project delivery, the City is anticipating evaluating the use of alternative delivery methods for projects within the City of Kirkland Capital Improvement Program (CIP), including Progressive Design-Build (PDB), Design-Build (DB), and General Contractor/Construction Manager (GC/CM), alongside traditional Design-Bid-Build (DBB), consistent with RCW 39.10. The City of Kirkland Capital Improvement Program (CIP) is a six-year plan for the construction, repair, maintenance, and acquisition of major capital facilities and equipment, encompassing a wide range of City assets such as transportation systems, utilities (water, sewer, and stormwater), public buildings, parks, and other critical infrastructure. To continue successfully delivering projects regardless of their technical, financial, or situational complexity, the City is considering evaluating each project to determine the most appropriate delivery method, supporting effective risk management and responsible stewardship of public funds. The City seeks to establish a repeatable, objective framework for selecting the delivery method most appropriate for each project, ensuring that decisions are based on project complexity, risk, schedule, budget, and overall public benefit.

If, during the programmatic services, other CIP projects are identified as strong candidates for alternative delivery, the City anticipates that the same Owner Advisor may be retained to provide advisory services for those projects, helping to maintain continuity as the City becomes experienced in alternative delivery.

The selected Owner Advisor will play a key role in both delivering a successful pilot project (Peter Kirk Park) and may help establish the foundation for future alternative delivery projects. The City acknowledges a need to build internal capacity and expertise for alternative delivery. This City may use these Owner Advisor services to assist in process development, development of documentation and standard templates, and lead or assist in coordinating training sessions and workshops for City staff across departments.

Scope of Work

The City seeks to engage an experienced Owner Advisor to provide four complementary tasks. While firms will be evaluated and selected based on all four Tasks, the initial contract will be focused on Task 1A only, while Task 1B is negotiated. The project anticipates negotiating Tasks 2, 3, and/or 4 via addendum at a later date.

Task 1. Alternative Delivery Owner Advisor Services for Peter Kirk Pool

Task 1A. The City intends to complete the application to PRC by the June 15th – 20th deadline, to present to the PRC on July 23, 2026. It is expected that Owner Advisor selected through this process will confirm the City's delivery approach, assist the City in this application process, review and edit the PRC application, assistance with the Question-and-Answer process, and assistance and guidance in presenting the project at the July 23rd meeting.

Task 1B. For the identified PDB project (Peter Kirk Pool), the Consultant shall provide Owner Advisor support by advising staff on the following:

- **Project Planning & Delivery Strategy.**
 - Provide guidance and recommendations to the City on project delivery approach, preliminary scope, budget, schedule, and risk considerations.
 - Provide guidance and assistance in the PRC application, question and answer, and presentation processes.
 - Provide guidance to the City to help identify and develop project goals and success criteria, performance requirements, and risk allocation strategy.
- **Procurement & Selection.** Advise City staff on procurement strategies, aid in the development of RFQ/RFP documents and evaluation criteria, aid the City in all aspects of the contractor/designer selection process, to include proposal review and interviews. Aid and advise the City in the development of the PDB contract documents.
- **Preconstruction & Cost Oversight.** Offer independent cost estimating, constructability review, risk assessment, and value engineering advice to support City decision-making.

- **GMP & Contract Support.** Review and provide guidance on GMP proposals, contract terms, and risk allocation strategies; support City staff in negotiating and finalizing agreements.
- **Construction & Execution Support.** Advise the City on monitoring schedule, cost, performance and quality; change orders and risk mitigation; as well as closeout processes such as commissioning, as-built documentation, and lessons learned.

Peter Kirk Pool Project Information can be found on the City of Kirkland website,

Peter Kirk Pool Assessment and Feasibility Report:

<https://www.kirklandwa.gov/files/sharedassets/public/v/1/parks-amp-comm-services/park-planning/pdfs/peter-kirk-pool-assessment-and-feasibility-study-report-final.pdf>

City Council Meeting, 2/17/26, Video, Agenda Item 9a:

<https://www.kirklandwa.gov/Government/City-Council/Council-Meeting-Minutes-and-Agendas/Watch-City-Council-Meetings>

Task 2. Programmatic CIP Evaluation and Delivery Method Framework

- Objectively evaluate funded CIP projects and recommend the most appropriate project delivery method, including DBB, PDB, DB, or GC/CM. Recommendations must be based on project-specific analysis of complexity, risk, schedule, budget, market conditions, and expected public benefit.
- Develop a standardized, transparent, and repeatable framework or method that the City can adopt to evaluate future projects for alternative delivery.

2025 – 2030 Capital Improvement Plan (CIP):

<https://www.kirklandwa.gov/files/sharedassets/public/v/3/finance-and-administration/cip/2025-2030/city-of-kirkland-2025-2030-cip-document.pdf>

Task 3. Build Expertise within City Staff

- **Process Development.** Advise on establishing and implementing standardized procedures and best practices for managing projects delivered using alternative delivery methods (PDB, DB, GC/CM).
- **Documentation & Templates.** Provide guidance on creating reusable tools, templates, checklists, and forms to support future alternative delivery projects.
- **Training & Knowledge Transfer.** Participate in planning, scheduling, and coordinating training sessions or workshops for City staff, providing guidance on content and structure, while industry experts or trainers deliver the actual instruction.
- **Continuous Improvement.** Recommend updates and refinements to processes and tools based on lessons learned.

Task 4. Future Project Support

The Owner Advisor may be asked to provide project support, in the form of project management, construction management, building envelope, commissioning services, etc. as

needed to supplement internal staff. This support could include DBB, PDB, DB, or GC/CM projects.

Summary of Qualifications

Minimum Qualifications.

The following are the minimum qualifications and licensing requirements that proposing firms must meet to submit a response to this RFQ. A firm's submitted Summary of Qualification (SOQ) must clearly show compliance to these minimum qualifications. Submittals that are not clearly responsive to these minimum qualifications shall be rejected by the City without further consideration.

The proposing firm must:

- Have been in business for a minimum of five (5) years from the date of issuance of this RFQ.
- Must demonstrate comprehensive experience in all phases of progressive design-build, design-build, and general contractor/ construction manager delivery methods on public sector and/or municipal projects for a variety of project types, including vertical and horizontal.
- Must have experience guiding owners in first-time alternative delivery in Washington State
- Have a certified DBIA Owner Advisor on staff
- Experience supporting Project Review Committee (PRC) applications, including preparation, Q&A responses, and presentations, with at least one successful PRC approval.
- Proven ability to advise on project delivery strategy, including evaluation of DBB vs. alternative delivery methods based on risk, cost, and schedule.
- Programmatic support experience including assistance in the development of delivery frameworks, policies, procedures, tools, and staff training for public agencies.
- Firm must have sufficient in-house staff or team capacity to support concurrent advisory, programmatic, and training efforts.
- Have experience with conducting owner readiness assessments for alternative delivery

The proposed Owner Advisor must:

- Shall be a permanent, full-time employee of the proposing firm and have a minimum of five (5) years of experience managing and providing similar services to those requested under this solicitation.
- Direct, hands-on experience serving as Owner Advisor on at least two (2) alternative delivery projects, in all phases of the project. Municipal project experience preferred.
- Must have experience guiding owners in first-time alternative delivery in Washington State
- Successful experience leading or materially supporting PRC applications and presentations, including interaction with the PRC panel.
- Experience advising owners on:
 - Delivery method selection and risk allocation

- Procurement strategy and evaluation processes
- GMP development and negotiation
- Experience working directly with public agency staff, including facilitating decision-making and aligning stakeholders.
- Demonstrated ability to support policy development, process standardization, and training initiatives.
- Strong communication skills, including experience presenting to executive leadership, governing bodies, or review committees.

This is a qualifications-based selection process, please do not submit a fee estimate or rate table. Final scope and fee will be negotiated after selection.

The proposing firm must have and maintain the minimum levels of Insurance Coverage specified in the example Professional Services Contract (PSA) in Attachment A. The City does not desire to make modification to this PSA and reserves the right to award any contract to the next most qualified company if the successful company does not accept the PSA terms.

Summary of Qualifications

The Summary of Qualifications must include the following:

- A description of how the firm meets the minimum qualifications stated above.
- Identified staff, and their individual experience, that will be committed to working on the project; provide resumes of proposed staff.
- Scope of work approach / implementation plan including:
 - A description of the approach to completing the scope of work, including roles and responsibilities, and any recommended tasks, tools, and/or monitoring metrics, and any subconsultants proposed to be contracted.
- For projects listed, please list public projects, preferably municipal or similar, in which similar services were provided.
 - The City is particularly interested in seeing a wide variety of public projects, both vertical and horizontal, delivered utilizing alternative delivery methods.
 - Include the firm's and/or individual's specific role on the project and relevant information about the projects such as delivery method, location, dates, performance of the project against scope, schedule, and budget, and team members on the project.
 - Please demonstrate how the proposing firm and proposed owner advisor directly contributed to the projects' success.
 - For projects listed, provide references to include name, agency, phone, and e-mail address.

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. Qualifications must not exceed 10 pages, not including the cover letter, dividers, and individual resumes.
3. Please ensure the cover letter includes this RFQ title and Job # and legal business name, address of principal place of business, and email address and phone number of primary contact person.
4. To be evaluated, qualifications must address all requirements and instructions contained 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 received by the stated deadline.

Submittal Instructions. Qualifications must be received by no later than 5:00 p.m. on May 20, 2026.

Please submit qualifications by e-mail. E-mailed qualifications should include, "Owner Advisor for Alternative Delivery – Job# 17-26-PW" in the subject line and be addressed to purchasing@kirklandwa.gov. E-mailed qualifications shall be in PDF format and cannot exceed 20MB.

Submittal Deadlines.

The City's schedule for reviewing the SOQs and the final selection of the Consultant is as follows:

April 29, 2026	RFQ Posted
May 8, 2026	Deadline for Questions: 5:00 PM
May 15, 2026	Responses to Questions Posted
May 20, 2026	SOQ Submittal Deadline: 5:00 PM
May 29 and June 1, 2026	Interviews
June 3, 2026	Selection
June 10, 2026	Contract for Task 1A Executed; NTP Task 1A
June 16, 2026	Begin Fee and Scope Negotiation for Task 1B
July 3, 2026	Contract Executed for Task 1B

Selection Process & Criteria

A selection committee will review all qualifications and select finalists. The City will likely conduct interviews of finalists prior to making the final selection of the Consultant but reserves the right to make a selection based only on the evaluation of the written qualifications.

Written qualifications will be evaluated based on the following criteria:

Evaluation Criterion	Description	Points
Firm Experience – Alternative Delivery	Demonstrated experience providing Owner Advisor (or equivalent) services on PDB, DB, and GC/CM projects, including project size, complexity, and relevance to municipal CIP programs.	20
Programmatic & CIP Evaluation Experience	Demonstrated experience evaluating CIP projects and advising public agencies on delivery method selection, including development of frameworks, policies, and tools for repeatable decision-making.	15
Key Personnel (Owner Advisor) Qualifications	Experience, qualifications, and demonstrated success of the proposed Owner Advisor, including PRC involvement, alternative delivery expertise, and ability to lead advisory services across all project phases.	20
PRC Application & Alternative Delivery Strategy Expertise	Demonstrated experience supporting PRC applications (including successful approvals), advising on delivery strategy, and guiding agencies—particularly first-time users—through alternative delivery in Washington State.	10
Scope of Work Approach & Implementation Plan	Quality, clarity, and feasibility of the proposed approach, including staffing plan, schedule, ability to scale resources, and alignment with the City’s goals and timeline.	15
Procurement, Cost, and Risk Advisory Approach	Demonstrated approach to procurement support, cost estimating/GMP validation, risk management, and contract development for alternative delivery projects.	10
Training, Knowledge Transfer & Organizational Support	Approach to building City staff capability, including training, tools, templates, and long-term programmatic support.	10
Total		100

Contract

Prior to commencement of work, the City and the selected consultant must agree on scope and fee. Once settled, the Consultant and the City will execute an PSA for Owner’s Advisor for Alternative Delivery, a blank sample is included Attachment A. Once the PSA is executed, the City will issue a notice to proceed. The City is not responsible for any costs incurred by the consultant in the preparation of the response or prior to the notice to proceed.

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 company, if the successful company 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 company 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.
- J. Once submitted to the City, all qualifications will become public information and are subject to public records requests.

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.

Federal Debarment

The firm shall not currently be debarred or suspended by the Federal government. The firm shall not be listed as having an "active exclusion" on the U.S. government's "System for Award Management" database (www.sam.gov).



PROFESSIONAL SERVICES AGREEMENT
Owner Advisor for Alternative Delivery

Attachment A

The City of Kirkland, Washington, a municipal corporation (“City”) and _____, whose address is _____ (“Consultant”), in consideration of the mutual benefits and conditions set forth below, agree and contract as follows.

I. SERVICES BY CONSULTANT

- A. The Consultant agrees to perform the services described in Attachment A to this Agreement (“Services”), which attachment is incorporated herein by reference.
- B. The Services shall be performed in accordance with the ordinary and reasonable care, skill, and diligence that a competent professional in the same field would exercise under similar circumstances.

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. If the City objects to any portion of an invoice, it will notify the Consultant. In the event of an invoice dispute, the City will timely pay any undisputed portion of the invoice, and the parties will promptly make reasonable efforts to resolve the disputed portion. The City shall have the right to withhold payment to the Consultant for any services not completed in a satisfactory manner until such time as the 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 30 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

III. 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 the services, and shall coordinate all communications with the Consultant from the City.

IV. DURATION

The estimated completion date for the Consultant's performance of the services specified in Section I is _____. For purposes of paying final invoices and finalizing services, this contract expires on _____

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.

V. 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, including Chapter 42.56 RCW.

The Consultant will, 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 six years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

VI. 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.

VII. SUCCESSORS AND ASSIGNS

The Consultant shall not assign, subcontract, 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

- A. To the greatest extent allowed by law the Consultant shall defend, indemnify, and hold the City, and its officers, officials, employees, and volunteers (together "Indemnified Parties") harmless from any and all claims, injuries, damages, losses or suits (including reasonable attorney fees and costs), arising out of or in connection with performance of this Agreement, except for injuries and damages caused by the sole negligence of the Indemnified Parties.
- B. 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 the Services or bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Consultant and the Indemnified Parties, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.
- C. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Title 51 RCW, Washington's industrial insurance law, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties.
- D. 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 that may arise from or in connection with the performance of the work hereunder by the Consultant and/or 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 this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or to otherwise limit the City's recourse to any remedy available at law or in equity.

- A. **Minimum Scope and Amounts of Insurance.** Consultant shall obtain and maintain insurance of the types and limits described below:
 - 1. 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.
 - a. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 - 2. 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.

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

B. 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 the Services with written notice of any policy cancellation, within two business days of Consultant's receipt of such notice.

C. Acceptability of Insurers

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

D. 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.

E. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of this 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.

F. 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 local laws, ordinances, regulations, and codes. Consultant must obtain a City of Kirkland business license or otherwise comply with Chapter 7.02 of the Kirkland Municipal Code.

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 they are solely responsible for the payment of taxes applicable to the Services 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 them as a result of their status as an independent contractor. Consultant is responsible for providing the office space and clerical support necessary for the performance of the Services. 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. The terms of this Agreement supersede any conflicting provisions contained in any attachments and/or addenda.

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.

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. However, notwithstanding the foregoing, the City consents to the Consultant including information describing the Consultant's participation in this project in bids, statements of qualifications, or other similar proposals submitted to other municipal, governmental, or similar project sponsor, so long as the information included is factually accurate.

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. 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.

XX. GOVERNING LAW AND VENUE

This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of King County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

XXI. DISPUTE RESOLUTION

All claims, counterclaims, disputes, and other matters in question between City and Consultant arising out of or relating to this Agreement shall be referred to the City Manager or a designee for determination, together with all pertinent facts, documents, data, contentions, and other information. The City Manager or designee shall consult with Consultant's representative and make a determination within thirty (30) calendar days of such referral. No civil action on any claim, counterclaim, or dispute may be commenced until thirty (30) days following such determination. Nothing herein waives any requirements of Chapter 4.96 RCW, if applicable.

XXII. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken. Unless such stricken provision goes to the essence of the consideration bargained for by a party, all remaining provisions shall continue to be valid and binding upon the parties, and the parties agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a

valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

XXIII.EFFECTIVE DATE

This Agreement shall be deemed effective on the last date signed below.

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

CONSULTANT:

CITY OF KIRKLAND:

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____
(Type City Staff Name)

Title: _____

Title: _____

Date: _____

Date: _____