



City of Kirkland

Request for Proposals

STREAMLINING DESIGN REVIEW

JOB NUMBER# 43-24-PB

Issue Date: September 5, 2024
Due Date: October 3, 2024 @ 4:00 p.m. (Pacific Time)

REQUEST FOR PROPOSALS

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

Streamlining Design Review **Job Number 43-24-PB**

File with Purchasing Agent, Finance and Administration Department, 123 5th Ave, Kirkland WA, 98033. Proposals received later than **4:00 p.m. on October 3, 2024** may not be considered by the City in its sole discretion.

A copy of this Request for Proposals (RFP) may be obtained from the 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” and look under the “Opportunities” tab.

The City 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 proposers 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 response that indicates that any of the requested information in this RFP will only be provided if and when the proposer is selected as the apparently successful Service Provider is not acceptable and, at the City’s sole discretion, may disqualify the proposals 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 is committed to helping ensure non-discrimination in all of its programs and activities, whether those programs are federally funded or not.

In addition to nondiscrimination compliance requirements, a 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; disabilities; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

Dated this September 5, 2024.

Jay Gewin
Purchasing Agent
City of Kirkland
purchasing@kirklandwa.gov

Published in the Daily Journal of Commerce on September 5th and September 12th, 2024

I. Introduction

For many years, the City of Kirkland, Washington (City) has had a robust Design Review Program, which has helped foster a high quality of urban design in places like the lake-front Downtown and the Totem Lake Business District. The current program involves a City Council-appointed Design Review Board (DRB) that reviews and approves projects for compliance with the City's adopted Design Guidelines. The current DRB process takes at least two meetings to complete, with most projects taking at least three meetings.

Washington State House Bill 1293 (HB 1293), which became effective on July 23, 2023, requires that The City of Kirkland apply only clear and objective regulations to the exterior design of new development, that the design review process be conducted concurrently with the review and decision process for project permits, and that the design review process may not include more than one public meeting. It is possible that the State may provide additional guidance on compliance with the legislation in the near future that could require adjustments to this scope of the work.

The City is soliciting proposals from multi-disciplinary design firm(s) (Consultant) interested in assisting the City in the review of its design review process and providing guidance for compliance with HB 1293. The Consultant would also help the City in updating and streamlining the current design regulations and guidelines. The City currently has six sets of design guidelines and design regulations contained within the City's Zoning Code.

In general, the Consultant should include team members who are experts in urban design/architecture and land use planning and are familiar with design review processes and the drafting of design guidelines and regulations.

II. Project Description

HB 1293, which became effective on July 23, 2023, requires that the City of Kirkland (within 6 months after its next required periodic comprehensive plan update, meaning June of 2025) apply only clear and objective regulations to the exterior design of new development, except for designated landmarks or historic districts established under a local preservation ordinance.

For the design review process, a clear and objective regulation:

- Must include one or more ascertainable guideline, standard, or criterion by which an applicant can determine whether a given building design is permissible under that development regulation; and
- May not result in a reduction in density, height, bulk, or scale below the generally applicable development regulations for a development proposal in the applicable zone.

Any design review process must be conducted concurrently, or otherwise logically integrated, with the consolidated review and decision process for project permits and may not include more than one public meeting.

The City is looking for a consultant that can provide recommendations for a DRB process that complies with HB 1293. This will involve the Consultant reviewing the City's current design review process and providing options to Staff about how the process can be modified to comply with the one meeting requirement and other provisions of the legislation. The Consultant will also work with City Staff to

present a recommendation for any necessary Zoning Code amendments to the City's Planning Commission and attend public meetings and hearings. Finally, the Consultant will propose amendments to City's design guidelines, including the consolidation of the current six guideline documents into one.

III. Background

The City's current Design Board review process starts with a Conceptual Design Conference (CDC) meeting where the DRB reviews at least three conceptual designs from the applicant, including a preferred concept.

The purpose of the CDC is to provide an opportunity for the applicant to discuss the project concept with the DRB and:

- To discuss how the design regulations, design guidelines and applicable provisions of the Comprehensive Plan affect or pertain to the proposed development;
- For the DRB to designate which design regulations, design guidelines and applicable provisions of the Comprehensive Plan apply to the proposed development, based primarily on the location and nature of the proposed development; and
- For the DRB to determine what models, drawings, perspectives, 3-D CAD models, or other application materials the applicant will need to submit with the design review application.

After the CDC, the DRB determines if the project can proceed to the next step, which is the Design Response Conference (DRC). Usually, the project can proceed to the DRC after one CDC meeting, but it can take two meetings.

After the applicant submits a DRC application and City Staff (Staff) reviews the project for completeness with the required elements, the DRC meeting is scheduled, and public notice is issued. At the DRC meeting, the DRB reviews the project for compliance with applicable design guidelines (the City currently has six different design guideline documents; links to these documents are provided under the "Related Documents" subsection below) and zoning code provisions, listens to public testimony, and renders a decision on the application when they conclude that all requirements have been met. The project can be approved after one DRC meeting, but most projects take at least two meetings to get approval from the DRB.

IV. Consultant Tasks

The following are the key Consultant tasks that the City believes will be essential to completing the project. While the Consultant should make sure these tasks are addressed in the submittal, other tasks may be added by the Consultant to ensure the planning effort is complete.

1. Project Management

The Consultant will perform the following management tasks to help ensure that the project remains on schedule and budget:

- Confirm work scope
- Kick-off meeting with Consultant and City teams
- Management team meetings

- Meeting summaries
- Work plan development
- Schedule management
- Document management
- Budget management

The Consultant project manager will be responsible for coordinating all aspects of this work plan with the City's project manager and with the Consultant team. The Consultant project manager will be responsible for producing a high-quality work plan and meeting the mutually-agreed-upon schedule and budget. The Consultant project manager will work closely with the City's project manager and staff to ensure the City's input is included in all aspects of the plan.

Deliverables: Project Management approach and kick-off meeting. Invoices, project progress reports, schedules, and management team meetings will be provided monthly or at another interval agreed to by the Consultant and City project manager.

2. Public Participation Plan and Community Outreach

The Consultant will be the lead for developing the community outreach and public participation plan, strategies, and implementation tools. City staff will be heavily involved in the project with support from the Consultant as needed in the conduct of public involvement. The following are anticipated outreach and engagement activities:

- Prepare informational mailing and/or other notifications to stakeholders and interest groups;
- Assist with creation of project informational media (produced and aired by the City);
- Develop ongoing web content for a City-hosted project webpage; and
- Prepare presentation materials for public meetings and workshops.

Deliverables:

- Preparation of a detailed public outreach plan that outlines who, when and how interested parties will be invited to provide feedback;
- Preparation for and completion of public outreach sessions;
- Preparation of materials such as mailings, displays, information handouts/articles and presentation materials for public/stakeholder meetings; technical memos summarizing the meetings;
- Preparation of a public outreach report to document the public outreach effort, presentation of the feedback received, and submittal of a public participation plan; and
- Attendance and presentation at up to 3 public meetings as mutually agreed upon.

3. Design Review Board Process Review and Recommendation

The Consultant will review the City's current DRB process and make a recommendation of how to streamline the process and comply with the HB 1293 requirements. The Consultant will also review and revise the City's Design Guidelines to ensure that the design review process applies only clear and objective requirements to the exterior design of new development and draft consolidated design guidelines for all design districts, based on Staff feedback. Finally, the Consultant may be asked to assist Staff in the drafting of new Municipal and Zoning Code regulations to reflect any changes in the design review process. This could also include attendance at public meetings of the Planning Commission, DRB and/or City Council.

Deliverables:

- DRB process recommendation;

- Consolidate recommendations and Design Guidelines amendments;
- Provide technical support, recommendations and review of code amendments prepared by City staff; and
- Prepare meeting materials for, and attend, up to 5 public meetings of the Planning Commission, DRB, and/or City Council

Optional Task for Contingency

It is possible that the State may provide additional guidance on compliance with the legislation in the near future that could require adjustments to this scope of the work. The consultant should include a contingency to account for unexpected tasks or information required by the State.

Preliminary Timeline/Schedule

The Consultant should propose the timeframe for completing the work plan. The City's deadline for this project is Council adoption by Spring 2025. To accommodate the legislative process for any necessary Zoning Code or Design Guideline amendments, the Consultant's recommendations for process and code/guidelines amendments described in Task 3 must be substantially complete and ready for publication by March 2025.

A specific target date should be proposed for each task and deliverable listed above.

Related information:

1. Kirkland Municipal Code Chapter 3.30 Design Review Board
<https://www.codepublishing.com/WA/Kirkland/?html/KirklandZNT.html>
2. Kirkland Zoning Code Chapter 142 Design Review
<https://www.codepublishing.com/WA/Kirkland/html/KirklandZ142/KirklandZ142.html>
3. Business District Design Guidelines
<https://www.kirklandwa.gov/Government/Departments/Development-Services-Center/Tools-and-Resources#DesignGuidelines>
4. City of Kirkland Design Review Board Webpage
<https://www.kirklandwa.gov/Government/Departments/Planning-and-Building/Design-Review-Board>
5. Design Review Board Member Orientation Manual
<https://www.kirklandwa.gov/Government/Departments/Planning-and-Building/Design-Review-Board/Design-Review-Board-Member-Orientation-Manual>
6. Design Review Process Brochure
<https://www.kirklandwa.gov/files/sharedassets/public/v/1/development-services/permits/single-family-permitting/design-review-process-brochure.pdf>
7. House Bill 1293: Bill History and Documents
<https://app.leg.wa.gov/billssummary?BillNumber=1293&Year=2023&Initiative>

Budget

The budget shall be based on the proposed work and include a breakdown by task and staffing needs. The City's proposed budget for this project is \$100,000. Submittals should indicate any contingency within the project total.

Contract Requirements and Fees

If your proposal is 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

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

RFP Evaluation Components/Criteria

Submittal requirements

The following format and content shall be adhered to by each Proposer and presented in the following order:

- A. Executive Summary: An executive summary letter should include the key elements of the respondent's proposals and an overview of the Consultant team. Indicate the address and telephone number of the respondent's office located nearest to Kirkland, Washington, and the office from which the project will be managed.
- B. Approach:
 1. Methodologies: This section should clearly describe the methodology or methodologies planned to be used to carry out the specific tasks in the Work Plan.
 2. Work Plan: Describe the sequential tasks to be used to accomplish this project. Indicate all key deliverables and their contents.
 3. Project Organization and Staffing: Describe the approach and methods for managing the project. Provide an organization chart showing all proposed team members. Describe the responsibilities of each person on the project team. Identify the Project Director and/or Manager and the key contact person for the City.
 4. Qualifications: Include resumes of the project manager, each task manager and key team members. Include a list of information required or tasks to be completed by City staff. Note: Resumes do not count toward the maximum page total.
 5. Project Schedule: Provide a schedule for completing each task in the Scope of Work, including deadlines for preparing project deliverables. Demonstrate your team's ability to perform the work requested within an established budget and schedule.
 6. Cost: Provide a detailed estimate of cost and billing rationale preferably by task/staff person and within allocated budget.
- C. Related Experience: Describe recent, directly related experience. Include the name of the client, description of the work done, address and telephone number, dates of the project and the name of the primary project manager.

Include five references. For each reference indicate the reference’s name, organization, title, complete mailing address and telephone number. The City reserves the right to contact any organizations or individuals listed. Please provide references that speak to the qualifications of the proposed project manager.

- D. Statement of Experience. The Consultant is required to provide evidence of experience in helping promote great urban design, reviewing and crafting design guidelines/regulations, and working with public agencies. The experience listed must be that which was performed by the Consultant’s staff that will be assigned to this project. The City will be focusing on the experience of the Lead Consultant/Project Manager who will be assigned to this project. The Statement of Experience shall also identify other projects the proposed Lead Consultant/Project Manager will be committed to during the same timeline.

The City’s Evaluation Panel will evaluate the written proposals based on the following criteria:

Project Understanding and Approach	10
Related Experience of Project Team	10
Expertise of Project Manager and Key Staff	20
Scope of Work Approach	20
Ability to Meet Time Schedule	20
<u>Cost of Proposal</u>	<u>20</u>
Total	100

The proposals will be the basis from which interested firms will be selected for in-person interviews. Following the City staff evaluation of the proposals received, selected firms may be invited to make oral presentations before the City’s Evaluation Panel. City staff will provide additional details outlining the preferred content of the presentation to each firm or team of firms that are invited to participate. Upon completion of the evaluations, the City’s Evaluation Panel will determine the most qualified firm based on all materials and information presented. The City will then begin the negotiations for an agreement with the selected firm.

Any firm failing to submit information in accordance with the procedures set forth in the RFP may be subject to disqualification. The City reserves the right to change the solicitation schedule or issue amendments to the solicitation at any time. The City reserves the right, at its sole discretion, to waive irregularities contained in the solicitation. The City reserves the right to reject any and all proposals at any time, without penalty. The City reserves the right to refrain from contracting with any proposer. Proposers eliminated from further consideration will be notified by the City as soon as practical.

Submittal Instructions

Please note: The following general requirements are mandatory for all proposals. 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 submitted by e-mail and be received no later than 4:00 pm PST on October 3, 2024.**
2. E-mailed proposals should include “Streamlining Design Review – Job# 43-24-PB” in the subject line and be addressed to purchasing@kirklandwa.gov .

3. Proposal shall not exceed 20 pages, including cover page and appendices.
4. All proposals sent electronically must be in the form of a PDF or MS Word document and cannot exceed 20MB.
5. 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.
6. To be evaluated, proposals must address all requirements and instructions contained within.
7. Provide all references and materials required by the RFP instructions within.

Submittal Deadlines

September 5, 2024: Release RFP

September 23, 2024: Proposer questions due

September 26, 2024: Answers to RFP questions posted on website

October 3, 2024: Proposals Due by 4:00 PM PDT

Dates below are tentative:

October 14, 2024: Notify proposers of interviews

October 22-23, 2024: In-person Interviews

October 25, 2024: Notify highest rated proposer

November 7, 2024: Contract negotiation/preparation/signature

November 14, 2024: Start work date

Questions

Upon release of this RFP, all Vendor communications concerning the RFP should be directed to the City's RFP Coordinator listed below via email. Unauthorized contact regarding this RFP with any other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City. Service Providers should rely only on written statements issued by the RFP Coordinator. The City's RFP Coordinator for this project is:

Name: Tony Leavitt, Senior Planner
Address: City of Kirkland, Planning and Building
123 5th Avenue, Kirkland, Washington 98033
E-mail: tleavitt@kirklandwa.gov

Questions regarding the RFP process are to be addressed to Jay Gewin, Purchasing Agent, at purchasing@kirklandwa.gov. All questions should be submitted before 5:00 PM on September 23, 2024

Contract

The Consultant and the City will execute a standard City of Kirkland Professional Services Agreement (Attachment A).

Terms and Conditions

- A. The City reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- B. Proposals 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 proposals 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 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.

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, 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 DBE firms to submit proposals 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).



**PROFESSIONAL SERVICES AGREEMENT
(Sample)**

Attachment A

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

V. GENERAL ADMINISTRATION AND MANAGEMENT

The Planning and Building Department 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 Consultant 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 resulting from its negligence or breach of any of its obligations in performance of this Agreement.

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 Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes 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 contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract 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 contract 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.

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

CONSULTANT:

CITY OF KIRKLAND:

By: _____

By: _____
Julie Underwood, Deputy City Manager

Date: _____

Date: _____