



City of Kirkland

Request for Qualifications

North End Streets Stormwater Retrofit Planning

Job # 48-24-PW

Issue Date: October 28, 2024
Due Date: November 18, 2024 – 4:00 p.m. (Pacific Time)

REQUEST FOR QUALIFICATIONS

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

North End Streets Stormwater Retrofit Planning Job # 48-24-PW

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

Qualifications received later than **4:00 p.m. November 18, 2024 will not** be considered.

A copy of this Request for Qualifications (RFQ) may be obtained from City's web site at <http://www.kirklandwa.gov/>. Click on the Business tab at the top of the page and then click on "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 submissions, and to waive irregularities and informalities in the submittal and evaluation process. This RFQ does not obligate the City to pay any costs incurred by respondents in the preparation and submission of qualifications. Furthermore, the RFQ does not obligate the City to accept or contract for any expressed or implied services.

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

The City of Kirkland in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation Subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin, or sex in consideration for an award.

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

Dated this 28th Day of October, 2024

Jay Gewin
Purchasing Agent
425-587-3123

Advertised in The Daily Journal of Commerce on October 28th and November 4th, 2024

Background Information

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

At the time of incorporation in 1905, the City of Kirkland's population was approximately 530. The current estimated population is 92,900. Kirkland is the twelfth largest city in the State of Washington and the sixth largest in King County.

Since its incorporation, Kirkland has grown in geographic size to eighteen square miles - approximately twenty times its original size. This growth occurred primarily through the consolidation of the cities of Houghton and Kirkland in 1968, the annexations of Rose Hill and Juanita in 1988 and the annexation of North Juanita, Finn Hill, and Kingsgate areas in 2011.

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

Purpose and Background

Project Location: North End of Kirkland – see *Attachment A – Vicinity Map*

Right of way sections in the north end of Kirkland are wide, and many contain streets that are wider than is needed for the traffic volume. At the same time, streets in this area have little to no stormwater treatment, and thus discharge pollutants to streets. This project will identify, study, and prioritize opportunities to provide stormwater improvements by removing excess pavement, installing stormwater facilities on excess roadway area, and/or installing stormwater facilities in excess right of way width beyond paved areas. The analysis process will be documented in a report that can be used by others to review streets in their jurisdictions. A conceptual design and outreach pieces will be developed for the highest priority right of way section.

There are 15 watersheds in Kirkland. The watersheds in the northern part of the City include Holmes Point, Denny Creek, Champagne Creek, Juanita Creek, Kingsgate Slope, and South Juanita Slope. Kirkland has conducted stormwater retrofit planning and implementation in watersheds throughout Kirkland, including three basins within the Juanita Creek watershed- Totem Lake, Cedar Creek, and High Woodlands. Additionally, Kirkland has adopted a Stormwater Management Action Plan for the Totem Lake basin.

This project has been funded by King County's WaterWorks Grant Program and deliverables must meet, at minimum, the grant contract's requirements.

City of Kirkland is requesting consultants to submit a statement of qualifications (SOQ) specific to the needs of the North End Streets Stormwater Retrofit Planning Project (henceforth referred

to as the Project) to provide planning, analysis and design services, and engineering in support of a stormwater retrofit concept for a project in city right of way. This selection process will include both submission of Project-specific SOQs and may include subsequent interviews of up to three firms. Review of the SOQs will be used to select firms for interviewing, with final selection based upon the interview results. This selection of a design consultant for this Project will only involve City of Kirkland staff.

Services for this Project are generally expected to include research, GIS analysis and map creation, identification of planning criteria that serve transportation and stormwater retrofit needs, process development and reporting, identification and evaluation of potential sites for stormwater retrofit facilities, public outreach, geotechnical exploration and analysis (if budget allows), conceptual design of stormwater retrofit facility- including visually dynamic representations of the facility to be used for outreach, and implementation planning.

The anticipated cost of consultant services is \$102,666.

Performance Schedule

Consultant services are anticipated to occur between December 2024 and April 2026. See Attachment B: Project Schedule for details.

Potential Scope of Work

This project will include general tasks as noted below. The grant agreement is included as Attachment C. Please note that the grant agreement includes both work to be done by City staff and work to be done by the Consultant. The division of tasks between the Consultant and City staff will be determined during the scoping process, with most tasks being performed by Consultant.

General Tasks

1. Research Similar Efforts and/or Tools developed by other Jurisdictions.
2. Develop Right Of Way (ROW) Prioritization Criteria
3. Develop ROW Prioritization Tool
4. Develop Prioritized List of Projects and Conceptual Design for High Priority Project
5. Promote Project via Web-based or community outreach. Content development and assistance with Public Engagement. Develop materials that may include fact sheets for proposed projects, presentation materials for open houses, and/or content for mailings. Attend and assist with open house meetings.
6. Develop a conceptual design for a stormwater facility for the highest priority retrofit area.
7. Create report that documents the prioritization process and tool development, and provides guidance to other jurisdictions that are interested in using a similar process.

Consultant agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

Contract Requirements and Fees

If your qualifications are accepted, the following fees and requirements will be due upon award, prior to issuance of a contract:

1. Compliance with Law/City of Kirkland Business License

- Consultant must obtain and provide a copy of a City of Kirkland Business License and otherwise comply with Kirkland Municipal Code Chapter 7.02.
- The Consultant shall comply with all applicable State, Federal and City laws, ordinances, regulations, and codes.

2. Insurance

Consultant's insurance should be consistent with the requirements found in the sample agreement shown as Attachment D.

Submission Criteria

The format of your project-specific SOQ will be at your discretion. However, at a minimum, it shall address the following and not exceed 15 single-sided pages (8-1/2" x 11") in length:

1. A statement of your understanding of and approach towards the various aspects of the project.
2. Your identification of critical project elements and how your project team would handle those elements in order to achieve a successful end result.
3. Confirmation that the consultant team would have staff and resources available to produce deliverables according to the schedule in Attachment B, and suggestions for tools to expedite project delivery.
4. Key personnel that will be assigned to this project, their roles, unique skills, experiences, and qualifications for the work.
5. Include or provide specific note of where this information can be found in the SOQ available on the MRSC Roster 3 examples of similar projects successfully completed through PS&E by your design team, with an emphasis on recent, related projects. Please also include the names and phone numbers of client references that would be most knowledgeable of your firm's performance on these similar projects.

NOTE: It is not necessary to include general information about the firm, resumes, or other information beyond that which is detailed in Item 5 in the Qualifications Submittal Instructions below that is already included in the SOQ as shown on the MRSC Roster.

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. **Qualifications must be submitted by e-mail and be received no later than 4:00 pm PST on November 18th.**
2. E-mailed qualifications should include "North End Streets Stormwater Retrofit Planning – Job #48-24-PW" in the subject line and be addressed to purchasing@kirklandwa.gov.
3. Qualifications shall not exceed 10 pages. Front and back is considered 2 pages.

4. All qualifications sent electronically must be in the form of a PDF or MS Word document and cannot exceed 20MB.
5. All qualifications must include the legal name of the organization, firm, individual or partnership submitting the project-specific SOQ. 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, 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 Rachel Konrady at rkonrady@kirklandwa.gov. Questions must be submitted by 2:00 PM Pacific Time on November 6, 2024. Questions regarding the RFQ process should be addressed to Purchasing Staff, at purchasing@kirklandwa.gov. All questions must be submitted by 2:00 PM Pacific Time on November 6, 2024.

Submittal Deadlines

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

October 28, 2024	RFQ posted
November 6, 2024	Deadline for questions: 2:00 p.m.
November 12, 2024	Responses to questions will be sent
November 18, 2024	Request for Qualifications Submittals Deadline: 4:00 p.m.
Nov. 19 th - Dec. 13 th , 2024	Evaluation Period – may include interviews between Dec. 2 and Dec. 6
December, 2024	Contract Awarded

Selection Criteria

Qualifications will be evaluated and scored by a selection panel consisting of Kirkland Public Works personnel. Consultant selection will be based on the SOQ using the following criteria and weighting:

<u>Criteria</u>	<u>Point Weight</u>
Experience (previous experience in similar projects)	0-20
Technical Competence (expertise of key personnel)	0-25
Project Understanding and Approach	0-25
Availability (ability to meet time schedule)	0-30
Maximum Points	<u>100</u>

The firm scoring highest on the above scale will be invited to submit a scope and fee proposal to the City. If a tie should occur, resolution will be based upon additional information requested by the City. The City reserves the option to also require virtual interviews with all firms submitting.

Selection Process

A selection committee will review all qualifications, select finalists and may conduct interviews prior to making the final selection of the consultant.

Prior to the commencement of work, the City and the selected consultant will meet to settle contract details. A fully executed professional services agreement will constitute notice to proceed. The City is not responsible for any costs incurred by the consultant in the preparation of the response. Once submitted to the City, all qualifications will become public information.

Contract

The Consultant and the City will execute a Professional Services Agreement for “North End Streets Stormwater Retrofit Planning” included as Attachment D.

Terms and Conditions

- A. The City reserves the right to reject any and all qualifications, and to waive minor irregularities in any qualification.
- B. Proposers responding to this RFQ must follow the procedures and requirements stated in the RFQ document. Adherence to the procedures and requirements of this RFQ will ensure a fair and objective analysis of your qualifications. Failure to comply with or complete any part of this RFQ may result in rejection of your qualifications.
- C. The City reserves the right to request clarification of information submitted, and to request additional information on any submission.
- D. The City reserves the right to award any contract to the next most qualified agency, if the successful agency does not execute a contract within 30 days of being notified of selection.
- E. 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 D). 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.
- F. The City shall not be responsible for any costs incurred by the proposer in preparing, submitting or presenting its response to the RFQ.
- G. 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.
- H. 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.

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.

OWMBE Participation

The City encourages OWMBE firms to submit qualifications and encourages all firms to team with OWMBE firms in their pursuit of this project.

Federal Debarment

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

Attachment A: Project Vicinity Map

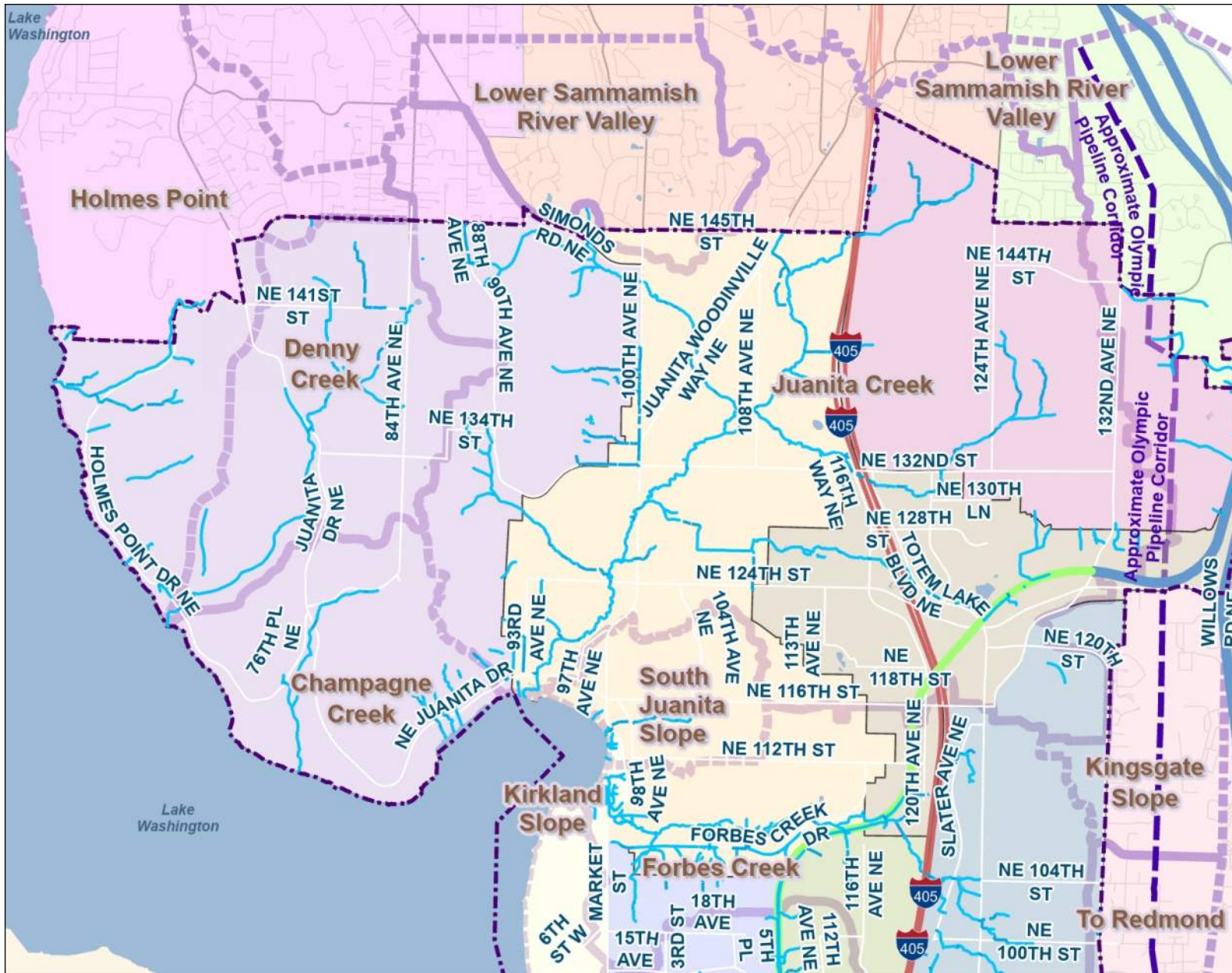
Attachment B: Project Schedule

Attachment C: Grant Agreement

Attachment D: Kirkland Professional Services Agreement



North End Streets Vicinity Map



Legend

- Streams
 - Open
 - Pipe
- City Limits
- Cross Kirkland Corridor
- Regional Rail Corridor
- Major Streets
- Interstate
- Major Roads
- Lakes
- Neighborhood
 - Bride Trails
 - Central Houghton
 - Everest
 - Finn Hill
 - Highlands
 - Juanita
 - Kingsgate
 - Lakeview
 - Market
 - Moss Bay
 - Norkirk
 - North Rose Hill
 - South Rose Hill
 - Totem Lake
- Olympic Pipeline Corridor

1: 40,025



Notes

6,670.8 0 3,335.41 6,670.8 Feet

NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

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EXHIBIT A: SCOPE OF WORK

The task(s) set forth below summarize the RECIPIENT's activities to be performed under this agreement to complete the PROJECT. All activities in the following tasks, including deliverables, must be completed by the expiration date of this agreement unless otherwise modified through an Agreement Amendment Form and approved by the COUNTY in writing.

Any work performed or costs incurred prior to the effective date of this agreement will be at the sole expense of the RECIPIENT.

Scope of Work:

Task #	Tasks and Activities	Measurable Results/Deliverables	Timeframe
1	Research Similar Efforts and/or Tools developed by other Jurisdictions	<ul style="list-style-type: none"> • Kick-off meeting. • Draft memorandum describing results of the research. • Final memorandum describing results of the research. 	May-August 2024
2	Develop ROW Prioritization Criteria	<ul style="list-style-type: none"> • Up to 2 workshops for the project team to develop prioritization criteria. • Memorandum documenting prioritization criteria used in the online tool. 	August-October 2024
3	Develop ROW Prioritization Tool	<ul style="list-style-type: none"> • Up to 4 workshops for the project team to identify and document functional and technical requirements of online tool. • An outline of narrative and multimedia content to be included in online tools. • A design plan including the platform the online tools will be developed in, how the public will access and interact with the tools, and any technical specifications to identify configuration and customization necessary to meet functional requirements. • A workflow outline that defines maintenance of online tools and data. • Workflow outline report for how to duplicate process in other areas/jurisdictions. 	September-January 2025
4	Develop Prioritized List of Projects and Conceptual Design for High Priority Project	<ul style="list-style-type: none"> • Prioritized list(s) of projects. • Draft conceptual design project summary sheet and accompanying planning level cost estimate. • Final conceptual design project summary sheet and accompanying planning level cost estimate. • Draft StoryMap and promotional materials for web-based outreach. • Final StoryMap and promotional materials for web-based outreach. 	January 2025-January 2026
5	Promote Project via Web-based or community Outreach	<ul style="list-style-type: none"> • Community engagement plan • Community feedback report 	July 2025-April 2026
6	Acknowledge WaterWorks Funding	Include acknowledgement of King County WTD funding in relevant outreach materials.	Ongoing



2023 WaterWorks Grant Program Grant Agreement Cover Page

Grant Cycle: 2023 WaterWorks Council Allocated

Recipient: City of Kirkland
Project Name: Kirkland North End Streets for Retrofit

Funding Amount: \$102,666.00
Project Summary: This project will study and prioritize opportunities to provide stormwater improvements by removing excess pavement, installing stormwater facilities on excess roadway area, and/or installing stormwater facilities in excess right of way width beyond paved areas. The analysis process will be packaged into a report that can be used by others to review streets in their jurisdictions. A conceptual design and outreach pieces will be developed for the highest priority right of way section.

Primary Contact: Rachel Konrady
Phone: 425-587-3873
Email: rkonrady@kirklandwa.gov

Start Date: 5/1/2024
End Date: 10/31/2026

WaterWorks Grant Program Grant Agreement

**AGREEMENT
between
City of Kirkland
and
KING COUNTY**

This is an Agreement between **City of Kirkland**, hereinafter the “RECIPIENT” and King County, a political subdivision of the state of Washington, hereinafter the “COUNTY.” **This Agreement is effective as of the date of the COUNTY signatory.**

The purpose of this Agreement is to set forth the terms, conditions, and the legal and administrative relations that apply to the RECIPIENT in exchange for financial assistance in carrying out a proposed project entitled **Kirkland North End Streets for Retrofit**, hereinafter the “PROJECT.”

Section 1. Background and Recitals:

- A. Proposed PROJECT benefit or improvement to water quality and/or the regional wastewater treatment system and its ratepayers: **This project will study and prioritize opportunities to provide stormwater improvements by removing excess pavement, installing stormwater facilities on excess roadway area, and/or installing stormwater facilities in excess right of way width beyond paved areas. The analysis process will be packaged into a report that can be used by others to review streets in their jurisdictions. A conceptual design and outreach pieces will be developed for the highest priority right of way section.**
- B. The COUNTY plans and proposes to remunerate the RECIPIENT for the purpose described in Subsection A above in an amount up to, but not exceeding **\$102,666.00**, hereinafter the “AWARD.”
- C. This AWARD is made with the understanding that the RECIPIENT will complete the PROJECT as outlined in the Scope of Work (Exhibit A) and will fulfill reporting requirements as described under the Terms and Conditions of this Agreement.
- D. The RECIPIENT plans to contribute to this PROJECT a cash and/or in-kind match valued at **\$10,266.60**, to be verified in submitted PROJECT reports.

Section 2. Terms and Conditions:

- A. The PROJECT shall be in accordance with the tasks and activities specified in the Scope of Work (Exhibit A). Any modifications must be requested in an Agreement Amendment and be approved by the WaterWorks Grant Manager in the COUNTY’s Department of Natural Resources and Parks, Wastewater Treatment Division.

- B. The COUNTY will, upon execution of this Agreement, establish procedures to allow payment to the RECIPIENT of all eligible expenses for approved activities up to the limit of the AWARD. Payments are on a reimbursement basis; except in some cases at the discretion of the COUNTY, where advances of the AWARD may be made. For all projects, the last payment will be withheld by the COUNTY until the final Quarterly Report and the Final Report are approved.
- C. The RECIPIENT's expenditures of AWARD funds shall be separately identified in the RECIPIENT's accounting records. If requested, the RECIPIENT shall comply with other reasonable requests made by the COUNTY with respect to the manner in which PROJECT expenditures are tracked and accounted for in the RECIPIENT's accounting books and records. The RECIPIENT shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principles, and to meet the requirements of all applicable state and federal laws.
- D. The COUNTY will reimburse RECIPIENT for expenses on a quarterly basis, following receipt and approval of Quarterly Reports. The final payment will be held back until a close-out verifies fiscal and programmatic compliance with the terms and conditions of the agreement.
1. The RECIPIENT shall be responsible for submitting the following PROJECT progress reports: Quarterly Reports and the Final Report; including backup documentation such as photos, copies of reports, and financial backup such as accounting software reports, copies of receipts.
 2. Quarterly Reports shall be submitted through the online system using the provided format and following instructions from WaterWorks grant administrators.
 - a. The Quarterly Reports are due thirty (30) days after the end of each quarter.
 - b. If no expenses are made or no activities are conducted during a quarter, the form should still be submitted.
 - c. The expense section should detail expenses and include backup documentation of expenses. The narrative section should include documentation proving the project activities took place, such as photos, workshop agenda, volunteer sign in sheets, etc.
 3. RECIPIENTS that receive approval for advance payments shall submit a request with an estimate of expenses for upcoming activities in the next two quarters, using the form provided. Subsequent advance requests may only be approved if the RECIPIENT is up to date with reporting. Advances may be paid up to 90% of

the total award, the remainder may be withheld until the Final Report has been submitted.

4. The Final Report shall be submitted online using the provided format and following instructions from the WaterWorks grant administrator and will include closeout documentation.
 - a. The Final Report is due thirty (30) days after the end date of the PROJECT.
- E. Failure to submit the aforementioned Quarterly Report on the PROJECT progress within ninety (90) days of the due date may be cause for the COUNTY to terminate this agreement for non-performance. Termination would require the return of any funds advanced but not already spent executing the PROJECT, as well as forfeiture of AWARD funds for activities not completed by termination date.
- F. Failure to provide all of the aforementioned documentation may result in the need to withhold part or all of the AWARD.
- G. Costs eligible for payment shall be limited to those costs identified in the Budget (Exhibit B) and incurred during the effective dates of this Agreement.
- H. Any and all activities to be funded by this Agreement to the RECIPIENT shall be completed by the end date of **10/31/2026**. If needed, an Agreement Amendment may be granted to extend the terms of the contract beyond the end date, adjust the scope of work, or change the budget details (but not increase the total AWARD amount), conditioned upon approval by KING COUNTY. The extension must be requested and approved at least sixty (60) days in advance of the original end date.
- I. The RECIPIENT agrees to acknowledge the COUNTY in all media, publications, and signage that are produced as part of the PROJECT. This includes press releases, public service announcements, posters, flyers, signage, Web pages, blogs, and videos. The RECIPIENT will use the wording provided in Exhibit C of this Agreement (Credit and Disclaimers).

Section 3. Legal and Administrative Relations:

- A. The RECIPIENT shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principles and to meet the requirements of all applicable state and federal laws. The RECIPIENT shall maintain and submit to the COUNTY any such records as the COUNTY may require to conduct any audit of the PROJECT it may elect to conduct or to substantiate expenditures paid for by this AWARD. The RECIPIENT shall maintain and retain books and records related to the Agreement for at least three (3) years after the termination of said Agreement.

- B. The COUNTY's financial assistance to the RECIPIENT shall be construed by the parties as a special disbursement to the RECIPIENT to fund activities, as described herein that generally benefit the COUNTY's efforts to leverage or complement the water quality mission of the regional wastewater system. The COUNTY's sole obligation under this agreement shall be to provide funds to the RECIPIENT and this agreement shall not be construed as a contract for services between the RECIPIENT and the COUNTY, or as establishing a principal agent relationship between the COUNTY and the RECIPIENT. No joint venture or partnership is formed as a result of this Agreement.
- C. The RECIPIENT shall be solely responsible for the recruiting, training, and supervision of its employees and volunteers. Individuals hired and paid by the RECIPIENT shall not, in any event, be construed to be employees of, or contractors to, the COUNTY and the RECIPIENT shall defend, indemnify and hold harmless the COUNTY from any and all claims arising from any contention that said individuals are employees of, or contractors to, the COUNTY. This condition shall survive the termination of this Agreement. All actions undertaken under the funding provided by the terms of this agreement are, as between the COUNTY and the RECIPIENT, the sole responsibility of the RECIPIENT. No employees, agents, volunteers, or contractors of RECIPIENT shall be deemed, or represent themselves, to be employees of the COUNTY.
- D. RECIPIENT agrees for itself, its successors, assigns or by others including, without limitation, all persons directly or indirectly employed by RECIPIENT, or any agents, contractors, subcontractors, consultants, subconsultants, volunteers, licensees or invitees of RECIPIENT, to defend, indemnify, and hold harmless the COUNTY, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to RECIPIENT's exercise of rights, privileges, and obligations under this Agreement, except for the COUNTY's sole negligence. RECIPIENT's obligations under this section shall include, but not be limited to all of the following: (i) The duty to promptly accept tender of defense and provide defense to the COUNTY with legal counsel acceptable to the COUNTY at RECIPIENT's own expense; (ii) Indemnification of claims made by RECIPIENT's own employees or agents; and (iii) Waiver of RECIPIENT's immunity under the industrial insurance provisions of Title 51 R.C.W. but only to the extent necessary to indemnify the COUNTY, which waiver has been mutually negotiated by the Parties.

In the event it is necessary for the COUNTY to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable from RECIPIENT. The provisions of this Section 3.D shall survive the expiration, abandonment, or termination of this Agreement.

- E. Nothing in this Agreement shall be construed as prohibiting the RECIPIENT from undertaking or assisting projects developed outside the purview of this Agreement, or entering into agreements with other parties to undertake said projects in accordance with

whatever terms and conditions may be agreed to between the RECIPIENT and other parties.

- F. The COUNTY shall be under no obligation to continue this agreement and may request partial or full reimbursement of payments it made to the RECIPIENT should the RECIPIENT fail to perform according to the terms and conditions of this Agreement, whether or not failure to perform is within the RECIPIENT's control.
- G. This Agreement may be amended at any time by written concurrence of the parties through a formalized Amendment Agreement Form and will terminate upon fulfillment of all obligations contained herein.
- H. The COUNTY may terminate this Agreement immediately for cause. If this Agreement is terminated the RECIPIENT shall return any unused portion of the funds advanced up to the date of termination.
- I. Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.
- J. In its performance under this Agreement the RECIPIENT shall not discriminate against any person on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, age except by minimum age, and retirement provisions, unless based upon a bona fide occupational qualification, and the RECIPIENT shall not violate any of the terms of chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulation regarding nondiscrimination in employment.
- K. Authority: Representations and Warranties. Each signatory to this Agreement represents and warrants that he or she has full power and authority to execute and deliver this Agreement on behalf of the entity for whom he or she is signing.
- L. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.
- M. The effective date of this agreement is the date of COUNTY signatory.

AGREEMENT SIGNATURE PAGE

City of Kirkland by:

Authorized Signature:

DocuSigned by:
Julie Underwood
B7BB78EE19BE421...

Julie Underwood, Deputy City Manager of Operations

Date: 5/1/2024

Approved as to Form:

DocuSigned by:
Stephanie Croll
4FF18BBFB5FD430...

City of Kirkland, City Attorney

Date: 5/1/2024

KING COUNTY by:

Signature:

DocuSigned by:
Jim Bolger
DA8A7BA8E0454B3...

Jim Bolger, Section Manager, Wastewater Treatment Division

Date: 5/1/2024

EXHIBIT A: SCOPE OF WORK

The task(s) set forth below summarize the RECIPIENT's activities to be performed under this agreement to complete the PROJECT. All activities in the following tasks, including deliverables, must be completed by the expiration date of this agreement unless otherwise modified through an Agreement Amendment Form and approved by the COUNTY in writing.

Any work performed or costs incurred prior to the effective date of this agreement will be at the sole expense of the RECIPIENT.

Scope of Work:

Task #	Tasks and Activities	Measurable Results/Deliverables	Timeframe
1	Research Similar Efforts and/or Tools developed by other Jurisdictions	<ul style="list-style-type: none"> Kick-off meeting. Draft memorandum describing results of the research. Final memorandum describing results of the research. 	May-August 2024
2	Develop ROW Prioritization Criteria	<ul style="list-style-type: none"> Up to 2 workshops for the project team to develop prioritization criteria. Memorandum documenting prioritization criteria used in the online tool. 	August-October 2024
3	Develop ROW Prioritization Tool	<ul style="list-style-type: none"> Up to 4 workshops for the project team to identify and document functional and technical requirements of online tool. An outline of narrative and multimedia content to be included in online tools. A design plan including the platform the online tools will be developed in, how the public will access and interact with the tools, and any technical specifications to identify configuration and customization necessary to meet functional requirements. A workflow outline that defines maintenance of online tools and data. Workflow outline report for how to duplicate process in other areas/jurisdictions. 	September-January 2025
4	Develop Prioritized List of Projects and Conceptual Design for High Priority Project	<ul style="list-style-type: none"> Prioritized list(s) of projects. Draft conceptual design project summary sheet and accompanying planning level cost estimate. Final conceptual design project summary sheet and accompanying planning level cost estimate. Draft StoryMap and promotional materials for web-based outreach. Final StoryMap and promotional materials for web-based outreach. 	January 2025-January 2026
5	Promote Project via Web-based or community Outreach	<ul style="list-style-type: none"> Community engagement plan Community feedback report 	July 2025-April 2026
6	Acknowledge WaterWorks Funding	Include acknowledgement of King County WTD funding in relevant outreach materials.	Ongoing

EXHIBIT B: BUDGET

Costs are limited to those approved by the COUNTY in the current Budget. Costs should be reasonable and necessary to carry out the task. All activities and PROJECT expenditures must be completed according to this agreement unless otherwise modified through an Agreement Amendment Form and approved by the COUNTY in writing.

Any work performed or costs incurred prior to the effective date of this agreement will be at the sole expense of the RECIPIENT.

An Agreement Amendment must be completed and approved to change a scope of work, request an extension, or if the budget expenditure category might deviate more than twenty percent (20% of award total) for projects over \$50,000; OR for projects less than or equal to \$50,000, if the change is greater than \$10,000. For more information, contact your grant administrator.

A	B	C
BUDGET CATEGORY	ITEMS: Description	WaterWorks Grant Funding Request
Consultant/contractor services	Contract to conduct the Scope of Work associated with this project.	\$102,666.00
TOTAL Request		\$102,666.00
Type of Match	Match source, secured or pending.	Match Amount
<i>In-kind Match</i>	<i>Staff Salaries associated with staff participation in contractor lead process- engage in meetings, provide data, provide review, integrate into City website, etc.</i> <i>(1) Rachel Konrady, Surface Water Planning Supervisor - Project coordination at \$167.66/hour</i> <i>(2) Jenny Gaus, Surface Water Strategic Analyst - Technical review at \$179.07/hour</i> <i>(3) Aaron Hussmann - Education and Outreach Coordinator - Outreach coordination at \$132.61/hour</i> <i>(4) Kelli Jones, Surface Water Manager - Technical review at \$208.12 per hour</i>	\$10,266.60
Sub-total Match		\$10,266.60
Total Project Budget		\$112,932.60

EXHIBIT C: ACKNOWLEDGEMENTS AND DISCLAIMERS



King County

Department of Natural Resources and Parks
Wastewater Treatment Division

Logo and logo standards: For electronic versions of the official logos and logo standards, visit <https://kingcounty.gov/en/dept/dnrp/about-king-county/about-dnrp/grants-partnerships/waterworks-grant/resources-for-grant-recipients> or contact your grant administrator.

The above logo must be included on all printed documents and electronic media produced in carrying out the PROJECT. This includes signage, posters, documents, brochures, flyers, newsletters, newspaper advertising, Web pages, blogs, and videos.

Credit for materials produced as part of the PROJECT: Acknowledge PROJECT funding by including the following sentence with the logo:

This project is funded by the King County Wastewater Treatment Division

If your PROJECT has multiple funders, it can say:

This project is funded in part by the King County Wastewater Treatment Division

Disclaimer language: For items where opinions or advice or a list of organizations or businesses are included in the copy (e.g., an interpretive panel, a guidebook, or a directory), please add the following disclaimer sentence:

The content herein does not constitute an endorsement by King County government, its employees, or its elected and appointed officials.

EXHIBIT D: AGREEMENT TERMS AND PROCEDURES

ACKNOWLEDGMENT: Please acknowledge KING COUNTY in all written and electronic media (publications, signage, press releases, public service announcements, posters, flyers, Web pages, videos, PowerPoint presentations, etc.). Refer to Exhibit C for further information.

ADVANCE: Advance payments are allowed in some cases at the discretion of the COUNTY; documentation of payments made from advances shall be submitted to the COUNTY and approved prior to any further payments of AWARD funds.

AGREEMENT AMENDMENT: This document must be completed and approved to change a scope of work, request an extension, or if the budget (Exhibit B) might deviate in any PROJECT cost categories by an amount equal to or greater than twenty percent (20%) of the total AWARD amount if the award is greater than \$50,000, OR if the budget may deviate more than \$10,000 for projects less than \$50,000. This form is available from your grant administrator.

BALANCE OF AWARD: Any amount of your AWARD not spent on this PROJECT, or not documented with approved backup documentation, must be returned to KING COUNTY, if an advance was issued.

ELIGIBLE CHARGES: Only expenses in the categories listed in the budget (Exhibit B) of this grant agreement can be covered by this AWARD and only up to the indicated amount without prior authorization.

END DATE: The end of the time period to complete activities funded by this agreement. Any activities or expenses incurred after this date cannot be reimbursed or covered by this agreement.

FINAL REPORT: This report documents the successful completion of the PROJECT according to the scope of work. The Final Report is due thirty (30) days after the end of your agreement period and must be submitted online, following instructions from the WaterWorks grant administrator.

FINANCIAL RECORDS: Maintain a **record of your expenditures** to conform to generally accepted accounting principles. Retain records for at least three (3) years after the end date of your agreement. It is highly recommended that if you use a computer to track your project expenses you assign a code to this grant. If you keep track of your expenses manually, you will need to make copies of your receipts or other “manual” documents. This way, you will be able to document your expenses.

MATCH: Keep track of cash and/or in-kind match amount as it is described in your budget (Exhibit B) because it must be documented in your Final Report.

MILESTONE: Milestones are considered significant actions or events marking important progress or change in the stage of development of the project.

QUARTERLY REPORTS: This report includes two sections; a progress section that provides a status report on the progress of activities and tasks identified in the scope of work; and an expense section for reimbursement or documentation of costs each quarter. The quarterly reports are due thirty (30) days after the end of each quarter. Quarterly reports must be submitted even if no work was completed towards tasks or if no expenses were incurred during the quarter.

SCOPE OF WORK: Keep track of your activities as they relate to the scope of work you provided (Exhibit A). You will have to document the progress when submitting your Quarterly Reports and Final Closeout Report.

START DATE: The start date of this agreement (same as effective date) is the date of the COUNTY signatory. Expenses can be posted as of the start date of your agreement but not sooner. Any work performed or costs incurred prior to the effective date of this agreement will be at the sole expense of the RECIPIENT.

EXHIBIT E: FUNDING AUTHORITY

The funding authority for this AWARD comes from the COUNTY, through its Department of Natural Resources and Parks, which operates a regional system of sewage treatment and conveyance facilities for which it collects charges from local governments. Said charges constitute the source of revenue for operation of the COUNTY's sewage treatment system. By agreement with said local governments, this revenue can be used only to fund expenditures that are related to the development, operation, maintenance, and replacement and improvement of said system. By budget authority, the COUNTY funds activities related to the regional water quality objectives advanced by the development of the sewage treatment system.



PROFESSIONAL SERVICES AGREEMENT
North End Streets Stormwater Retrofit Planning
PSA 6/30/2020

ATTACHMENT D

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

In consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

I. SERVICES BY CONSULTANT

- A. The Consultant agrees to perform the services described in Attachment _ to this Agreement, which attachment is incorporated herein by reference.
- B. All services and duties shall be conducted and performed diligently, completely and in accordance with professional standards of conduct and performance.

II. COMPENSATION

- A. The total compensation to be paid to Consultant for these services shall not exceed \$ _____, as detailed in Attachment _____.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all services performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any services not completed in a satisfactory manner until such time as Consultant modifies such services to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

III. TERMINATION OF AGREEMENT

The City or the Consultant may terminate or suspend this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory services

completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above.

IV. OWNERSHIP OF WORK PRODUCT

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

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

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

The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly

reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

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

V. GENERAL ADMINISTRATION AND MANAGEMENT

The Public Works Dept. 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: _____
(Type City Staff Name)

Title: _____

Title: _____

Date: _____

Date: _____