

City of Kirkland Artist in Residence Request for Proposals 2016 Cross Kirkland Corridor – Ephemeral Art/Land Art

Contact:

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City Manager's Office
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425-587-3013

Description

The Kirkland Cultural Arts Commission (KCAC) is seeking an artist or artist team to serve as "Artist in Residence" to create an ephemeral art project on site at the Cross Kirkland Corridor (CKC). The artwork will be constructed and installed on the CKC during the period of Sept 10 – Oct 8, 2016 and will be enjoyed on the CKC through mid-November. The KCAC will host a beginning kick off on the CKC and will provide marketing throughout the community on various websites and publications. The artist will have the opportunity to engage with the community throughout the project and will document the artwork in progress. The end of the residency will culminate with the finished ephemeral artwork on the CKC and a public event and presentation/display at Arete in downtown Kirkland.

Budget

Artists may apply as a single visual artist or a pair/group of visual or interdisciplinary artists. A **stipend of \$1,600** will be paid to the artist/artist team to cover all planning, materials and implementation of the project. This stipend is made possible through a KCAC grant with funding from 4Culture.

Deadline

The deadline to apply is June, 15th, 2016 at 5pm.

Background

The City of Kirkland purchased a 5.75 mile section of the 42 mile Eastside Rail Corridor in 2012, and a Master Plan was developed in 2013 identifying the distinct character zones along the corridor, that directly connects to eight of the City's thirteen neighborhoods. The Cross Kirkland Corridor is open to leisure and commuter foot and bike traffic. Thousands of people use the CKC weekly from Kirkland, the Eastside and the greater Seattle area. The Kirkland Cultural Arts Commission is leading efforts to plan for and integrate art and cultural activities along the CKC, with emphasis on site-specific opportunities to respond to the character zones identified along the trail. This will be the first Artist in Residence on the Cross Kirkland Corridor.

Learn more about the Cross Kirkland Corridor at:
<http://www.kirklandwa.gov/crosskirklandcorridor>

Scope of Work

The Kirkland Cultural Arts Commission is seeking an artist or artist team to serve as “Artist in Residence” for the City of Kirkland to create an ephemeral art project on site at the Cross Kirkland Corridor.

- The artist will construct and install artwork on the CKC during the period of Sept 10-October 8, 2016
- The artist will create an ephemeral artwork that may consist of environmental or natural media but can also include materials brought to the site
- If materials used are not biodegradable, the artist is responsible for removing artwork
- The artist will create an ephemeral artwork that responds to the CKC site selected, working within any limitations or restrictions imposed by that particular site. (The possible sites for this ephemeral art project, along with photo and description of site, are found on the attached map)
- Maintain the installation (safe and in good repair) to be enjoyed on the CKC through mid-November.
- The artist will interact with the community while “in residence” on the CKC, the nature of participation will be determined by the artist and the characteristics of the project.
- Artists will document their process and artwork in progress
- Artist will assist with promoting their role as Artist in Residence
- Artist will be present for the kick off celebration to their residency
- Upon completion of artwork, artist will participate in a public presentation that may include an exhibition of documentation.

Qualifications

Applying artists should have a background and interest in producing non-permanent ephemeral public art and or interactive community art projects.

Applying artists will be responsible for transportation to and from the corridor. No “live in” accommodations will be provided.

Timeline

May 20 -June 15, 2016	Application Period
June 15, 5 pm	Applications Due
June 20, 2016	Selected candidates are contacted for proposal submission and have three weeks to prepare
July 11, 2016	Candidate Interviews 2:00 – 4:00 pm
July 21, 2016	Artist in Residence notified of acceptance

Sept 10 – Oct 8, 2016	Artist in Residence on Corridor
Mid November TBD	Ephemeral artwork removed (if not biodegradable)
Project Presentation/exhibition	TBD, in October, 2016

Application Process

Step One: Application

Please email the following to Philippa Marsh, Special Projects Coordinator, pmarsh@kirklandwa.gov by **Thursday, June 15, 2016 at 5 pm**. Put **Artist in Residence – “YOUR NAME(S)”** in the subject line

- Resume/C.V. for each artist. (be sure it includes contact info address, phone, email)
- Artist statement(s) for each artist on the artist team.
- 1 page letter of intent describing why you are interested in this opportunity and a general concept including preferred site(s) for project on the Cross Kirkland Corridor.
- Three references.
- 3-5 digital images of your current work that is most relevant to this project, format and sized small enough to be able to be emailed.

Step Two: Project Proposal

Artists selected from the application process will be given two weeks to put together a proposal detailing your ephemeral art project, including a plan for implementation and timeline. A short presentation will be scheduled for you to present your proposal to the Kirkland Cultural Arts Commission.

Step Three: Contract with Artist

The selected artist will contract with the City of Kirkland through a Professional Services Agreement that requires a City of Kirkland Business License and Insurance. A Professional Services Agreement Template is attached.

Resources

- Cross Kirkland Corridor Website www.kirklandwa.gov/crosskirklandcorridor
- Cultural Arts Commission Website: www.kirklandwa.gov/arts
- Site Selection Map: <https://www.google.com/maps/d/viewer?mid=1YdF0AULmgYrgH2YkCikSwP4aMrQ>
- Site Descriptions and Photos: Attachment A
- Professional Services Agreement Template: Attachment B

Questions?

Contact Philippa Marsh, Special Projects Coordinator
City of Kirkland – City Manager’s Office
425 587-3013 – pmarsh@kirklandwa.gov

Attachment A

Site Selections for Artist in Residence on the Cross Kirkland Corridor

1. 116th Ave/Highlands Forbes Creek Area

Character Zone: Highlands Pass

Description of Site: Lush forest area, verdant, slope up from path, upper trail (separated and at different elevation than CKC trail). Private.

Access: by foot or bike only, not close to roads

Restrictions: Trail confined by fencing (no adjacent flat area)



2. 111th Ave Highlands

Character Zone: Highlands Pass

Description of Site: bordering residential area, semi Forest, trail is narrow (no adjacent flat area), ditch separates the trail from the parking area (connection scheduled to be built later this summer).

Access: by foot or bike. Limited parking for unloading materials, accessed through neighborhood

Restrictions: Wetlands south of 111th Ave on the CKC



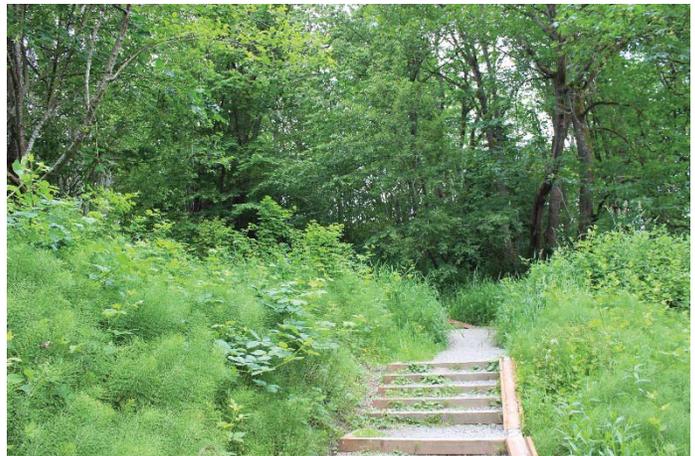
3. Cotton Hill Park/Crestwood Park/Kirkland Middle School

Character Zone: Highlands Pass

Description of Site: crossroads on corridor with east/west paths (major east/west City connection), mixed residential and park like area, trail is in a ravine

Access: by foot, bike, car - ample parking (at Crestwoods Park – upper elevation)

Restrictions: Sensitive wetland, not ADA because of stairs



4. 110th Ave. /Peter Kirk Elementary School

Character Zone: Highlands Pass/Norkirk Edge
Description of Site: open area, less wooded, easy access, open active area, path intersects with public road, flat, good gathering place, next to school

Access: by foot or bike. Minimal parking available nearby (or possibly at school if after hours)

Restrictions: sensitive area



5. Maintenance Center Area

Character Zone: Norkirk Edge
Description of Site: Industrial, with Seattle views, flat open area adjacent to the trail,

Access: by foot, bike and car- parking is available on street nearby

Restrictions: some sensitive areas to the east



6. 85th Street Underpass

Character Zone: Everest Edge
Description of Site: flat, covered area, easily accessible to public street, two large walls, mural possibility, major east/west trail connection on south side of NE 85th Street

Access: by foot or bike. Car parking on street close by

Restrictions:



7. Kirkland Ave/Old Train Depot Site

Character Zone: Everest Edge
Description: multiple traffic intersections, close to downtown, crossroads, major east/west connector, urban, flat, historic depot concrete foundation - remnant of Old Train Depot, good gathering place

Access: foot, bike, car - parking available on street

Restrictions:



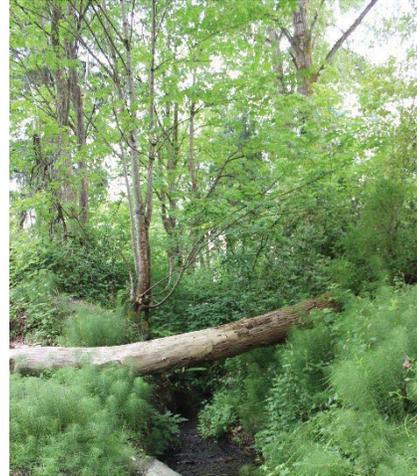
8. Everest Creek

Character Zone: Everest Edge

Description: near major crossroad just before Nytec, running creek, small gathering place, woods

Access: foot, bike - parking not too far

Restrictions:



9. Houghton Porch

Character Zone: Houghton Porch

Description: wide open area, exposed, view of lake and Seattle, flat, no trees, grassy area, large easement, windy, sunny, bordering residential area

Access: foot, bike, car parking access in adjacent neighborhoods

Restrictions: Possible height restrictions –to avoid conflicts with neighbors views



Site Selection Map





Attachment B

PROFESSIONAL SERVICES AGREEMENT

Job Name and Number

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 work 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 work not completed in a satisfactory manner until such time as Consultant modifies such work 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 work 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 contract 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 work. 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 contract 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 _____ 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 work 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

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 written on 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 written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, 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.

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 insurance 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 work 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 work.

F. Occurrence Basis

Any policy of required insurance shall be written on an occurrence basis.

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 contract. Any such work or services shall be considered as additional work, supplemental to this contract. Such work may include, but shall not be limited to, _____ . Additional work shall not proceed unless so authorized in writing by the City.

Authorized additional work will be compensated for in accordance with a written supplemental contract between the Consultant and the City.

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

CONSULTANT:

CITY OF KIRKLAND:

By: _____

By: _____

Marilynne Beard, Deputy City Manager

Date: _____

Date: _____