



# **City of Kirkland**

**Request for Qualifications**

**Artist for Totem Lake Park**

**Job #66-17-PK**

**Issue Date: October 24, 2017**

**Due Date: November 13, 2017 – 5:00 p.m. PDT**

## REQUEST FOR QUALIFICATIONS

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

### **Artist for Totem Lake Park**

File with Purchasing Agent, Finance Department, 123 - 5<sup>th</sup> Ave, Kirkland WA, 98033

Qualifications received later than **5:00 p.m. November 13, 2017 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 the Request for Proposals link found under "Doing Business with the City".

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.

In order to be considered for award, all the required information listed in the RFQ shall be included with each consultant submission. Failure to submit all of the requested documentation may disqualify the submission from being considered.

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 of Kirkland further assures that every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs are federally funded or not.

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

**Dated this 24<sup>th</sup> Day of October, 2017**

Greg Piland  
Purchasing Agent

**City of Kirkland Request for Qualifications  
Artist for Totem Lake Park**

**PRIMARY CONTACTS:**

Michael Cogle, Deputy Director  
Kirkland Parks and Community Services  
Email: [mcogle@kirklandwa.gov](mailto:mcogle@kirklandwa.gov)

Ellen Miller-Wolfe, Economic Development  
Manager  
City Manager's Office  
Email: [emwolfe@kirklandwa.gov](mailto:emwolfe@kirklandwa.gov)

**BUDGET:** \$65,000

**DEADLINE:** November 13, 2017 – 5:00 p.m. PDT

**DESCRIPTION**

The City of Kirkland seeks an artist, artist team or artist/environmental scientist team to develop artwork for the new Totem Lake Park, located east of I-405 in the Totem Lake Urban Center, adjacent to the new Totem Lake Village shopping center. The artist or team will work closely with the Seattle landscape architecture firm designing the park, the Berger Partnership.

This 1% for Art project, (art being a component of city-funded capital improvement projects) affords an opportunity to develop artwork that interprets the environmental aspects of the park by including an environmental scientist as a consultant or as a member of the artist team.

Further, there is an opportunity to significantly impact the experiences that residents and employees of Totem Lake will have in this natural area, the singular green space in what is otherwise an auto-oriented, densely populated part of Kirkland.

The goal for this environmentally-sensitive artwork is to develop concepts that are integrated into and genuinely connected with the park that respond to these factors, among others:

- Intentionally deepen, broaden and/or illuminate one's experiences while using this singular natural zone sitting within a highly developed area of exurban Kirkland
- Enhance the park's capacity to provide "meaningful respite" from urban life
- Connect people to natural rhythms and potentially seasons
- Consider the senses and offer varying sensory experiences for users
- Work with the overall design and the design team to create a blend of design and art that will draw people into experiencing the whole park

**BACKGROUND**

Totem Lake Park is an underutilized asset at the heart of the Totem Lake neighborhood. The decision to go forward with a new, complete park design process gives a unique opportunity to explore the best way to allow the lake to become a compelling experience in the heart of the surrounding community. Further, the decision to include an artist in the project to develop artwork that will work in tandem with

the design further contributing to the potential experiences is very exciting.

The history of land uses around the lake before its present day uses, both residential and retail, focused on a railroad and on agriculture. Hay fields, assorted crops and orchards were prevalent around the site. There is little recorded information of Native American use in the area. Lake Wittenmyer was the first recorded name for the lake, named after Walt Wittenmyer, a former logger and city clerk for the City of Kirkland. In 1964 the name changed to Lake Watsine for unknown reasons. Most people referred to the lake as Mud Lake until Totem Lake Mall opened in 1973 and the name officially changed to Totem Lake to match the Native American theme of the adjacent mall.

Heavily impacted by farming and development over time, the lake successfully reestablished itself with native vegetation. A few invasive species are established in the area, but they are not prevalent throughout the site. Ninety species of birds, long eared owl, deer, beaver, muskrat, raccoons, coyotes, turtles, bullfrogs and fish have all been seen or reported on site.

The lake is dynamic for a variety of reasons. Urban runoff caused several issues with sedimentation and water quality. While flooding is an issue due to clogged outfall pipes and the downstream effects of beaver activity in the Juanita Creek drainage basin.

Aerial photographs from 1936 reveal the open water portion of the lake was much larger than its present day condition. It is unconfirmed whether peat mining at the lake changed the lake's shoreline. It is also possible the drainage pattern changed and the water level lowered when I-405 or the adjacent mall were developed. Longtime local residents recall a "floating island" of vegetation that moved around the lake. This island has not been seen for several years.

The interaction of humans and this natural site continues to evolve.

## **A NEW NEIGHBORHOOD FOR A NEW PARK**

Currently Totem Lake is essentially invisible from surrounding properties or roads. The design for the park will allow more boardwalk to access the site, as well as making it possible to connect to the trail and between neighborhoods. Access will also be enhanced greatly with a new, iconic pedestrian/bike bridge that connects two parts of the popular Cross Kirkland Corridor trail that will run along the south edge. This allows the natural area in the midst of highly developed land to become a key part of a neighborhood lacking any parkland amenities. The adjacent Totem Lake Village is being redeveloped into a large, mixed-use neighborhood with retail that will become home to many once finished.

## **ECOLOGY OF TOTEM LAKE**

Urban runoff and flooding has increased sediment transport to Totem Lake. This has accelerated filling of the lake over the years and the natural succession from lake to wetland. Approximately 50% of the lake area has decreased in the last 70-80 years. The lake area will continue to decrease in time due to sedimentation and organic high matter production. Therefore accretion will be relatively rapid. Any design for the Park must recognize that the lake will fill in overtime and one day may be a wetland with no open water.

The Park master plan recognizes this evolution, and looks to augment the natural systems of the site by enhancing the diversity of vegetation and natural elements that support wildlife function. This will ensure the site continues to provide a benefit to surrounding properties as a respite from urban living, and a place for nature to co-exist with the built environment. The health of Totem Lake will also need to rely on stewardship from surrounding parcels to mitigate their runoff to improve water.

The health of the lake and its adjacent wetland is good. Although low in biodiversity, the site provides habitat for several species of birds, beaver, turtles and fish, to name a few. There are good conditions for wildlife viewing.

## **NEW PARK COMPONENTS MAKE UP THE NEW WHOLE**

Berger Partnership undertook the master planning process. The City of Kirkland has hired them to continue on with developing the final design for the park. Beyond its familiarity with the site, Berger has extensive experience working with artists on its projects, making this a good opportunity to implement some exciting integrated artwork components.

The new park design is currently reaching 30% design and highlights from the park master plan are being revised and further developed in response to final information about soil conditions, revealing large areas of peat conditions. These conditions, rather than being a problem, are adding an interesting, challenging environmental layer to the park design process. The peat condition in fact will allow the final park design opportunities to showcase the every-changing nature of natural sites.

- The north edge will have a large gathering area and be the only area in the park to rest and play on the edge of the lake.
- The east edge will feature a boardwalk through the marshy area that connects the existing north edge pathway to a new southeast connection point connected to the Cross Kirkland Corridor Trail (CKC).
- The south edge will see the CKC continue to a new pedestrian/bike bridge that will span major arterials and the intersection of NE 124<sup>th</sup> Street and 124<sup>th</sup> Ave NE to the existing CKC that currently continues south.
- The west edge has a boardwalk that finishes the lake loop and connects the pedestrian bridge, the CKC and the park gathering area.

## **PROCESS**

One percent (1%) for Art is assessed on capital improvement projects (CIP) that are undertaken by the City of Kirkland. The Kirkland Cultural Arts Commission (KCAC) together with City departments (in this case the Park Board) manages the design and development of art that is integrated into City projects and approved by City Council.

It is recommended that there may be opportunities for an artist, if interested, to propose aspects of their work that could be integrated into the infrastructure of the park along with aspects that are unique. The opportunity to integrate into the fiber of the design and thus overlap with some amount of the construction budget is always beneficial to a limited art budget.

## **SUBMITTAL MATERIAL**

- Digital work samples (.jpg file of no less than 15 images that clearly show past work experience labeled with the name of the team or team lead).
- Letter of Interest (500 words or less) describing why this project is of interest, general approach to concepts and designs for public artwork and relevant skills and experience.
- Resumes of artist or artists with identification of team leader if that applies.
- Contact information for three references.
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## **Evaluation Procedures**

The RFQ coordinator and other staff will evaluate the submitted proposals. The evaluators will consider how well the proposed methodology and deliverables meet the needs of the City as described in the response to each requirement. Proposals will be scored based on project approach, experience providing the requested service, past performance, and capacity to perform desired work.

## **SCHEDULE**

- |                              |   |
|------------------------------|---|
| 1. October 20, 2017          | RFQ Posted  |
| 2. November 13, 2017         | RFQ Due   |
| 3. Week of Nov 13, 2017      | Committee review of artist submissions  |
| 4. Week of November 27, 2017 | Finalist Interviews   |
| 5. December 2017             | Contract of Award   |
| 6. December 2017             | Artist meets with City and Berger for orientation and to develop work schedule for design process, meetings and deliverables. |

## **Contract**

The contract shall consist of the following documents: The Request for Qualifications (RFQ), the accepted proposal, a Professional Services Agreement (see Attachment A), and any agreed upon written changes to any of the foregoing documents. The contract documents are complimentary and what is called for in any one document shall be binding as if called for by all.

## **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.

## Questions

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

**Name:** Michael Cogle

**Address:** City of Kirkland, Parks and Community Services  
123 5<sup>th</sup> Avenue, Kirkland, Washington 98033

**E-mail:** [mcogle@kirklandwa.gov](mailto:mcogle@kirklandwa.gov)

## Qualification Submittal Instructions

Submissions must be received by no later than **5:00 pm PDT on November 13, 2017**.

We prefer that qualifications be submitted by email.

Emailed submissions should include "Qualification-Job #66-17-PK" in the subject line and be addressed to: [purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov). (Emailed submissions must be in MS Word or PDF format and cannot exceed 20MB).

As an alternate to email, qualifications can be mailed or delivered to:

City of Kirkland  
Attn: Greg Piland – Job #66-17-PK  
123 5th Avenue  
Kirkland, WA 98033

If submitting a paper qualification, the original plus four (4) copies of all qualifications in printed form must be submitted in a sealed envelope or box with the following words clearly marked on the outside of the envelope "Artist for Totem Lake Park". The supplier's name and address must be clearly indicated on the envelope.

## 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.

## RESOURCES

- [Totem Lake Park Master Plan](#)
- [The Village at Totem Lake Mall](#)
- [Pedestrian/bike bridge graphics](#)
- [Cross Kirkland Corridor information](#)



## PROFESSIONAL SERVICES AGREEMENT

SAMPLE

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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 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 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: \_\_\_\_\_