



City of Kirkland

Request for Qualifications

NE 75th Street and 128th Avenue NE Greenways Call for Art

Job # 42-19-PW

Issue Date: August 7, 2019

Due Date: August 23, 2019—4:00 p.m.(PDT)

REQUEST FOR QUALIFICATIONS

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

NE 75th Street and 128th Avenue NE Call for Art

File with Financial Operations Manager, Finance Department, 123 - 5th Ave, Kirkland WA, 98033

Qualifications received later than **4:00 p.m. August 23, 2019 will not** be considered.

A copy of this Request for Proposal (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 Qualifications link found under "Doing Business with the City".

The City of Kirkland reserves the right to reject any and all qualifications, and to waive irregularities and informalities in the submittal and evaluation process. This RFQ does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFQ does not obligate the City to accept or contract for any expressed or implied services.

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

The City of Kirkland assures that no person shall, on the grounds of race, color, national origin, or sex 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 Service Provider(s) ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

Dated this 7th Day of August, 2019

Greg Piland
Financial Operations Manager
425-587-3123

Background Information

The City of Kirkland, Washington is located in the Seattle metropolitan area, on the eastern shore of Lake Washington and approximately 10 miles east of downtown Seattle. It has a population of over 88,000 and is the twelfth largest city in the State of Washington and the sixth largest city in King County, Washington.

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 manages the design and development of art that is integrated into City projects and approved by City Council. The Art Committee is composed of members from KCAC and Fire Department personnel.

The City is installing Kirkland's first two Greenways, neighborhood streets with low traffic volumes and improvements promoting walking and biking. The City is seeking an artist or artist team to create Totem Poems for siting along the 128th Avenue Greenway from NE 75th Street to NE 107th Place, and a design for painted crosswalks at the Elementary Schools on the Route.

The selected artist will work closely with the City of Kirkland and the NE 75th Street and 128th Avenue NE Greenways Art neighborhood group to design art that resonates with the North and South Rose Hill communities.

Project Funding

\$10,000 for design, materials and fabrication, installation support, taxes, travel and insurance.

Scope of Services

The theme of our vision is movement through the natural world, both of humans and of our local wildlife. Our neighborhood group has chosen poems from Northwest poets to be inscribed in some way on the totems or on an attached plaque. The Totem Poems will be sited adjacent to existing benches on the Greenway, in the public right-of-way.

Design and fabricate 2-6 Totems which will include a poem. Poems will be provided by the City of Kirkland. Design painted crosswalk in the same theme at Mark Twain and Rose Hill Elementary Schools, to be installed by community members.

Artist Selection Process

The Art Committee will review responses to the RFQ and select one artist, or team of artists.

Selection Criteria:

- Quality of past art works of similar scale and context
- Demonstrated ability to develop art similar to this project's art theme
- Demonstrated design and project management skills working with a public project
- Ability to work with community members
- Demonstrated ability to meet project timeline and budget

Tentative Schedule

The following schedule contains major milestones and may be modified as a result of qualified firm qualification submittals and contract negotiations:

1. RFQ posted: August 7, 2019
2. Questions due: August 14, 2019
3. Answers Provided: August 16, 2019
4. RFQ due: August 23, 2019
5. August 30, 2019: Artist selection finalized, artists notified
6. September 13, 2019: Contract Finalized, notice to proceed
7. September 2019: Meeting with community, further concepts
8. October 2019: Finalize art design, begin fabrication
9. November 2019: City's contractor to install Totem Poems
10. Late 2019 - Early 2020: Community to paint crosswalks (weather dependent)

Submission Requirements

- 1 page letter of interest that includes:
 - o Why this project is of interest
 - o General approach to concepts and designs for public artwork
 - o Relevant skills and experience including concept development, review process, and implementation.
 - o Description of similar projects
- 3-5 images of your current work that is most relevant to this project
- Resume/C.V. of artist or artists with identification of team leader if that applies.
- Contact information for three references.

*Please include artist/team name on each page of submission

Submittals will be accepted by the City of Kirkland's Financial Operations Manager until **4:00 p.m. PDT on August 23, 2019**. Late submissions will not be accepted and will be automatically disqualified from further consideration.

All qualifications must be submitted as an email attachment in PDF or MS Word format to: purchasing@kirklandwa.gov. (Note that faxed submissions will not be accepted.)

If a paper copy is submitted, pages should be printed double-sided, with five copies mailed or hand-delivered to:

City of Kirkland
Attn: Greg Piland
Job # 42-19-PW
123 5th Avenue
Kirkland, WA 98033

Questions

Questions regarding the City's RFQ process should be addressed to:

Greg Piland
Financial Operations Manager
Email: gpiland@kirklandwa.gov

Questions regarding the scope of work, evaluation process, or technical aspects of this request should be directed to:

Laura Drake
Project Engineer
Public Works
Email: LDrake@kirklandwa.gov

Right to Reject Submittals and Qualified Firm Selection

The City reserves the right to reject any and all submittals at any time with no penalty, or to waive immaterial defects and minor irregularities in any submittal.

Submittal Disposition

All material submitted in response to this RFQ shall become the property of the City upon delivery to the City's Financial Operations Manager and will not be returned.

Project Contract

The selected qualified firm will be required to use the City of Kirkland Artistic Services Agreement (Attachment A) and accept all language contained within. Any qualified firm that has significant reservations concerning using this agreement should not respond to this request.

Cooperative Purchasing

Chapter 39.34 RCW allows cooperative purchasing between public agencies in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City may purchase from City contracts, provided that the consultant agrees to participate. The City does not accept any responsibility for contracts issued by other public agencies, however.

Public Disclosure

Once submitted to the City, proposals shall become the property of the City, and all proposals shall be deemed a public record as defined in "The Public Records Act," chapter 42 section 56 of the RCW. Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the proposer, or is any way contrary to state public disclosure laws or this 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 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 RFQ 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.



ARTISTIC SERVICES AGREEMENT

<Job Name and Number>

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

I. SERVICES BY ARTIST

A. The Artist 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 Artist for these services shall not exceed \$_____, as detailed in Attachment _____.

B. Payment to Artist 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 Artist shall be paid monthly on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.

D. The City shall have the right to withhold payment to Consultant for any services not completed in a satisfactory manner until such time as Consultant modifies such services to the satisfaction of the City. The Artist shall be paid on the basis of agreed upon project milestones for which invoices will be submitted. Invoicing will be on the basis of agreed upon milestones as outlined in Attachment_____.

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 Artist 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 Artist pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, Artist may complete such analyses and records as may be necessary to place its files in order. Artist 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 Documents, Models: Upon final acceptance, all original studies, drawings, designs, and maquettes prepared and submitted under this Agreement shall be returned to the Artist and shall belong to the Artist. At the request of the City, the Artist will agree to loan the City studies, drawings, and/or maquettes for the use in exhibits of display or as otherwise needed for reasonable periods to be mutually agreed upon by the Artist and the City, the Artist agrees not to unreasonably withhold Artist consent.

B. Title: Title of the work shall pass to the City upon final acceptance. In the event the City wishes to remove or relocate the artwork, the City will make all reasonable attempts to notify the Artist, and to seek the Artist's advice and consensus. The City is prohibited from materially altering the artwork in a way that would compromise the artistic intent. Should the City do so, the Artist has the right to remove their name from the artwork.

V. WARRANTIES

- A. Original Work: The Artist warrants that the design of work being commissioned is the original product of their own creative efforts and does not infringe upon any copyright, is not a duplicate thereof, has not been accepted for sale elsewhere, and is limited to a single edition.
- B. Integrity of Materials, Fabrication, and Installation: The Artist represents and warrants that the execution and fabrication of the artwork will be performed in a competent manner, and will be free of defects in material and workmanship. The Artist's liability for the breach of this warranty shall be limited as follows: The Artist shall, for a period of one year after final acceptance of the work being

commissioned, be responsible for the repair costs to the artwork, assuming that damage was the result of defects in material and workmanship. Repair required resulting from vandalism or other factors beyond the Artist's control are not the responsibility of the Artist under this contract.

VI. PROPRIETARY RIGHTS AND RIGHTS OF REPRODUCTION

- A. The Artist retains all rights they may be entitled to pursuant to the Copyright Act of 1976, 17 U.S.C. 101 et.seq., and all other rights in and to the artwork except ownership and possession, and except as such rights that are limited to this Section.
- B. Because the parties intend that the artwork in its final dimension shall be unique, the Artist shall not make any additional duplicate, three-dimensional reproductions of the artwork or permit others to do so except by written permission of the City. The Artist grants to the City and its assigns an irrevocable, non-exclusive, royalty free license to graphically reproduce the artwork for City use, including but not limited to, for the purposes of marketing, publicity, education or exhibition of the artwork.
- C. The City shall make their best efforts to credit the Artist and when applicable, publish a copyright notice substantially in the following form: Artist's Name, Date of Creation. The Artist shall use their best efforts to give a credit reading "an original work owned and commissioned by the City of Kirkland" in any public showing under the Artist's control of reproductions of the work.
- D. If for any reason the proposed design is not implemented, all rights to the proposed Artist's artwork shall be recognized as the Artist's intellectual property and protected from infringement in accordance with Federal Law.

VII. GENERAL ADMINISTRATION AND MANAGEMENT

The _____ for the City of Kirkland shall review and approve the Artist's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Artist, and shall coordinate all communications with the Artist from the City.

VIII. COMPLETION DATE

The estimated completion date for the Artist's performance of the services specified in Section I is _____.

Artist will diligently proceed with the services contracted for, but Artist 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, Artist shall forthwith notify the City.

IX. SUCCESSORS AND ASSIGNS

The Artist 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.

X. NONDISCRIMINATION

Artist 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.

XI. HOLD HARMLESS/INDEMNIFICATION

To the greatest extent allowed by law the Artist 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 Artist and the City, its officers, officials, employees, and volunteers, the Artist's liability hereunder shall be only to the extent of the Artist's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Artist'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.

XII. LIABILITY INSURANCE COVERAGE

The Artist 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 Artist, 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.

Artist's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Artist 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

Artist 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 Artist'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 Artist's profession.

B. Minimum Amounts of Insurance

Artist 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 Artist'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 Artist's insurance and shall not contribute with it.

2. The Artist 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

Artist 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 Artist before commencement of the services.

F. Failure to Maintain Insurance

Failure on the part of the Artist to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Artist to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Artist from the City.

G. City Full Availability of Artist Limits

If the Artist maintains higher insurance limits than the minimis shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Artist, irrespective of whether such limits maintained by the Artist are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Artist.

XIII. COMPLIANCE WITH LAWS/BUSINESS LICENSE

The Artist shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Artist must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

XIV. FUTURE SUPPORT

The City makes no commitment and assumes no obligations for the support of Artist activities except as set forth in this Agreement.

XV. INDEPENDENT ARTIST

Artist is and shall be at all times during the term of this Agreement an independent Artist and not an employee of the City. Artist agrees that they are 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 them as a result of their status as an independent Artist. Artist 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 Artist or any employee of Artist.

XVI. 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.

XVII. ADDITIONAL WORK

The City may desire to have the Artist 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. 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 Agreement between the Artist and the City.

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

ARTIST:

CITY OF KIRKLAND:

By: _____

By: _____

Kathy Brown, Public Works Director

Date: _____

Date: _____