



# **City of Kirkland**

## **Request for Qualifications**

# **132<sup>nd</sup> Square Park Call for Art**

## **Job # 41-20-CMO**

**Issue Date: August 20, 2020**  
**Due Date: September 11, 2020 – 5:00 p.m. PDT**

## **REQUEST FOR QUALIFICATIONS**

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

### **132<sup>nd</sup> Square Park Call for Art**

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

Qualifications received later than **5:00 p.m. September 11, 2020 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 artist submission. Failure to submit all of the requested documentation may disqualify the submission from being considered.

The City of Kirkland 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 artist 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 20<sup>th</sup> day of August 2020**

Greg Piland  
Financial Operations Manager  
425-587-3123

## **City of Kirkland Request for Qualifications 132<sup>nd</sup> Square Park Call for Art**

### **Primary Contacts:**

Chris Hendrickson

City Manager's Office

[CHendrickson@kirklandwa.gov](mailto:CHendrickson@kirklandwa.gov)

**Budget:** \$56,000 for design, presentation to multiple boards and commissions, presentation to City Council, materials and fabrication, and installation supervision/direction.

**Deadline:** September 11, 2020

### **Description:**

The City of Kirkland in collaboration with the Kirkland Cultural Arts Commission and Kirkland Park Board, invites artists or artist teams to submit proposals for site-specific outdoor public art to be placed at 132<sup>nd</sup> Square Park, a popular 9.75 acre community park located in Kirkland, WA.

The art installation may consist of one or more elements and should reflect the park's natural beauty as well as the diverse neighborhood community that uses the park. In addition, this public art is part of a 1% Capital Improvement Project to redesign and make improvements to the park. The public art should therefore complement the new design and enhancements specified in the 132<sup>nd</sup> Square Park Design Documents.

**Eligibility Requirements:** This project is open to all artists residing in the United States who have the background, experience and reputation for completing outdoor art installations of this scope.

Artists should consider the following characteristics:

- Appropriate for the surrounding family focused uses
- Integral to park site in theme, materials and scale
- Consists of free-standing or individual elements
- Reflect the diverse neighborhood community that uses park
- May be a mural, mosaic, or incorporated into a bench, wall, or wayfinding elements

The proposed art must fulfill the following:

- Fabricated in permanent, outdoor media and meets or exceeds standards for structural integrity and durability
- Low maintenance, weather, vandal and graffiti resistant

- Meets or exceeds standards for public safety
- Suitable for public viewing by all ages

The public art will be revealed at a community event to celebrate the reopening of 132<sup>nd</sup> Square Park at the completion of the park improvements, estimated for Spring 2022.

### **Background:**

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.

### **City**

The City of Kirkland has expanded geographically several times since its founding in 1905. Most recently, a 2011 annexation added 33,000 residents to the City for a current total of approximately 85,000. (The area where the 132nd Square Park is located was included in this annexation.) The City is known for its Lake Washington waterfront parks and lively downtown, as well as a high concentration of technology workers. Kirkland's population has become more diverse since the last census, with significant increases of foreign-born residents. The City's three secondary languages are Spanish, Russian, and Chinese, with several other languages represented in the resident population.

### **Overall Park Improvements**

The 132nd Square Park, located at 13159 132nd Avenue NE, covers 9.75 total acres, with a project area of 6.9 acres in the Evergreen Hills area of NE Kirkland. It is bounded by NE 132 Street (north), 132 Avenue NE (east) and residential developments (west and south). The overall park project, of which this art installation will be a part, is partially funded by the Washington State Department of Ecology to provide a stormwater facility. Improvements to the park include: synthetic grass and lighting on the athletic field; expanded parking lot; new restrooms, new playground and picnic shelters; and revitalized walking trails. An extant reflexology feature will be relocated and a labyrinth will be added.

### **Public Art and Park Setting**

The 132nd Square Park is a beloved community resource. The upgraded facilities, particularly the improved athletic field, will expand the park's functionality, drawing visitors from a larger area of Kirkland. The park is located in a culturally diverse area with roots in Native American (Duwamish) history and significant immigrant populations. The proposed public art should honor the park's history and its natural beauty as well as reflect the current pluralism of the community. The art project should be compatible with the modern immigrant experience and Kirkland's open and inclusive spirit.

### **Proposed Sites for Public Art**

Artists will select one or more of these proposed sites within 132<sup>nd</sup> Square Park grounds for public art installation. These sites were chosen as they are near family recreation facilities, are relatively flat and are accessible by ADA compliant pathways.

- 1) Near Restrooms
- 2) Next to Picnic Shelters
- 3) Along Pathways
- 4) Near or part of the labyrinth

### **Artist Selection Process:**

The Art Committee will review responses to the RFQ and recommend finalist(s) to the Cultural Arts Commission for recommendation to the City Council. The Committee reserves the right to select three finalists for this opportunity. The Committee also reserves the right to not select any artists. Artists will be expected to provide written qualifications, examples of prior work that corresponds with this project, and be available for an interview.

### **Submittal:**

- 1 page letter of interest including vision statement describing why you should be considered for this opportunity, and how your vision addresses this specific public art call. You may include preferred site(s) for art installation with broad stroke concept ideas.
- 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.
- Three references for outdoor public art projects that you have completed successfully

### **Finalist Selection Criteria:**

- Comparable work developing a series of concepts reflective of city agency.
- Demonstrated ability to complete permanent public artworks on time and on budget.
- Demonstrated ability to research and study the community to develop art that is uniquely of the community.
- Ability to integrate interpretive elements in infrastructure.
- Ability to work with engineers, contractors and a diverse project team.
- Ability to meet project timeline

### **Schedule:**

<b>DATE(S)</b>	<b>TASK</b>
Aug 20 – Sept 11, 2020	Application Period

Aug 28	Questions due by 5 PM
Sept 2	Responses to questions posted by the City
Sept 11, 5 p.m.	Applications Due
Sept 14 – 18	Application Review
Sept 24/25	Artist finalist interviews
Sept 28	Selected artist notified
Sept 28 – Oct 5	Contract negotiations with final contract issuance on October 5
Oct 5 – Oct 19	Artist develop 2-3 Concepts
Oct 19	Artist Concepts Due
Oct 23	Artist notified of concept selected
Oct 23 – Nov 3	Artist develops final design

### **Questions**

Upon release of this RFQ, all Artist communications 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. Artists should rely only on written statements issued by the RFQ Coordinator. The City's RFQ Coordinator for this project is:

**Name:** Chris Hendrickson  
**Address:** City of Kirkland, City Managers Office  
123 5<sup>th</sup> Avenue, Kirkland, Washington 98033  
**E-mail:** [chendrickson@kirklandwa.gov](mailto:chendrickson@kirklandwa.gov)

### **Qualification Submittal Instructions**

Submissions must be received by no later than **5:00 pm PDT on September 11, 2020.**

We prefer that qualifications be submitted by email. Emailed submissions should include "Qualification-Job #41-20-CMO" 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 #41-20-CMO

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, 132<sup>nd</sup> Square Park Call for Art RFQ. The supplier's name and address must be clearly indicated on the envelope.

### **Terms and Conditions**

1. The City reserves the right to request clarification of information submitted, and to request additional information on any proposal.
2. 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.
3. Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of one hundred and twenty (120) days to sell to the City the services described in the attached specifications, or until one or more of the proposals have been approved by the City administration, whichever occurs first.
4. The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City and shall reflect the specifications in this RFQ. A copy of the City's standard Professional Services Agreement is available for review (see attachment A). The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFQ and which is not approved by the City Attorney's office.
5. The City shall not be responsible for any costs incurred by the agency in preparing, submitting or presenting its response to the RFQ.
6. 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.
7. All proposals and information submitted by proposers shall be public records and subject to disclosure pursuant to the Washington Public Records Act (RCW 42.56.270)

8. The selected proposer will be required to obtain a City business license.
9. The firm and all applicable personnel must be legally qualified in the State of Washington (i.e. be appropriately licensed or certified) to practice the work proposed to be performed.
10. 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 proposal. Failure to comply with or complete any part of this RFQ may result in rejection of your proposal.
11. 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.
12. 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.

## **Resources**

- City of Kirkland Website: <https://www.kirklandwa.gov> (this website links to Kirkland Cultural Arts Commission and Kirkland Park Board)
- [www.kingcounty.gov](http://www.kingcounty.gov) - map of King County Demographics
- City of Kirkland Annual Update and Accomplishment Report, includes Non-Discrimination Agreement and Annual Report Population Under 100,000  
**<https://www.kirklandwa.gov/Assets/Public+Works/Public+Works+PDFs/CIP/TITLE-VI-2019.pdf>**
- <https://kirklandheritage.org/waste-not-want-not/>
- **<https://native-land.ca/maps/territories/puget-sound-salish/>**

**Appendix A - Site Selection Map**

**Appendix B – 132<sup>nd</sup> Square Park Design Documents**

**Appendix C – Contract sample**





CITY OF KIRKLAND  
**132ND SQUARE PARK - DESIGN DOCUMENTS**

January 31, 2020  
30% DESIGN



DRAFT



# CIVIL NARRATIVE

## Site Development Overview

The City of Kirkland proposes to develop 132<sup>nd</sup> Square Park located at 13159 132<sup>nd</sup> Avenue NE in Kirkland, Washington (Parcel 282605-9073). The park parcel is 9.75 acres total with a project area of 6.9 acres. The site is bounded by NE 132 Street to the north, 132 Avenue NE to the east and residential developments to the west and south. The project is partially funded by Department of Ecology (Ecology) to provide a regional stormwater facility for roughly 43.11 acres of contributing upstream area.

Existing improvements include natural turf athletic fields, parking lot, playground, picnic shelters, restroom building and paved trails. The project proposes to redevelop the site with new synthetic athletic field, expanded parking lot, new restroom facility, new playground, new picnic shelters and revitalized trails.

## Site Clearing, Demolition and Preservation

The existing parking lot and existing baseball field on the north side of the site are to be preserved. The existing soccer field, restroom, playground, and trails will be demolished. An existing picnic shelter and the reflexology area will be salvaged for relocation onsite. Existing utilities within the clearing limits shall be demolished. Existing trees will be selectively preserved per landscape plans. Stripping depth is assumed to be 8-inches in depth.

## Construction Access and Temporary Sediment and Erosion Control (TESC)

Construction access will be provided from 132<sup>nd</sup> Avenue NE. Construction traffic should avoid the existing parking lot such that the existing pavement is preserved from heavy construction vehicle use. The Contractor will be required to meet the Construction Stormwater General Permit (CSGP) applied for through Ecology. The permit requires providing construction Best Management Practices (BMPs) to prevent turbid and/or pH imbalanced stormwater runoff as well as controlling other pollution sources during construction. The project will provide the following BMPs:

- Tree protection fencing and high visibility plastic fencing,
- Stabilized construction entrance, laydown and construction roads,
- Temporary sediment traps, ponds and/or portable tanks,
- Silt fencing, straw wattles, interceptor dikes or other perimeter protections,
- Catch basin inlet protections, and
- Control of construction pollutant sources.

## Earthwork and Grading

The site is split by a ridge that directs surface water to the southeast and the southwest corners of the site. Topography across the site ranges in elevation from 309 at the north end to 282 at the southwest corner. Slopes across the site are typically between 1 and 10 percent. Some steeper slopes exist around the existing soccer field; these slopes range between 10 and 40 percent. Soils onsite generally consist of Vashon Recessional Outwash and Vashon Subglacial Till.

The proposed regional stormwater facility includes 20 foot deep trenches underneath an infiltration vault, which involves cut volume in addition to the improvements. The existing soccer field is sloped from north to south, whereas a synthetic field is flat. This creates a cut and fill situation at the field, where the north half is cut and the south half is fill. The park improvements on the west half of the site also includes both cut and fill, including a mound that is filled at the northwest quadrant of the site. Earthwork will typically be balanced by adjusting the elevation of the field during design to mitigate any necessity for exporting extra materials. Soils are generally native and are considered suitable depending on dry weather.

Retaining walls onsite are required around the soccer field as the size of the field has been expanded from the existing footprint, as well as slopes revised to being flat. Retaining walls are around 8.5-foot maximum around the northwest and southeast corners of the field. A 5-foot maximum wall is located around the storage shed, which is located between the two athletic fields. Retaining walls will typically be cast-in-place cement concrete walls and engineered by the project's structural engineer.

## Storm Drainage

The City of Kirkland has adopted the 2016 King County Surface Water Design Manual (KCSWDM) while the Ecology funded portion of the project shall meet the 2012 Stormwater Management Manual for Western Washington Amended in 2014 (SWMMWW). Stormwater onsite will be collected by catch basins, area drains, French drains, underdrains, and swales and conveyed via PVC pipes to stormwater facilities. Post stormwater facilities, excess stormwater will discharge to the public storm system in 132<sup>nd</sup> Avenue NW.

Stormwater improvements for the contributing upstream basin, as well as contributing existing onsite improvements to remain, will meet the forested predeveloped standard to the maximum extent feasible for flow control. For runoff treatment, the full contributing upstream basin will have runoff treatment provided meeting the basic water quality treatment menu. Runoff treatment is sized offline as a flow splitter is provided upstream of the treatment facility. Onsite proposed improvements in the east basin are considered new development and are required to meet the forested predeveloped standard for flow control and basic water quality treatment.

Flow control will be provided utilizing a cast in place concrete infiltration vault. The concrete vault will have an open bottom with 20 foot deep infiltration trenches below. The vault will have a flow control riser discharging excess stormwater to the existing public storm drain within 132<sup>nd</sup> Avenue NE. Runoff treatment will be provided with StormFilter cartridges in precast concrete structures. A StormGate will be provided for splitting flows for runoff treatment with the remainder going directly to the infiltration vault.

The west half of the park improvements are exempt from flow control and runoff treatment. Runoff treatment is exempt since no pollution generating surfaces are proposed. Flow control is exempt due to less than 0.10 CFS difference between the existing and proposed improvements in the 100-year storm event. This is partially due to landscaping being improved with post-construction soil quality and depth per BMP T5.13 which provides some flow control benefit per the SWMMWW.

## Water and Sewer Utilities

Northshore Utility District (NUD) is the purveyor for water and sewer. New water service and a side sewer service will be extended onsite for the new restroom building and irrigation system. Water service will include a new meter with a point of connection behind the meter for irrigation connections. See landscape narrative for irrigation systems. Side sewer service is currently estimated as predominately 8-inch pipe with manholes since the pipes will be less than 2-percent in slope. AHBL will review with the sewer district whether the restroom can be served by 6-inch pipe and cleanouts since minimal flows are expected.

## Site Access and Paved Surfaces

Site access will remain from the existing parking lot off of NW 132<sup>nd</sup> Street at the northwest corner of the site. The existing access from 132<sup>nd</sup> Avenue NW between the ball fields will also remain, but be reconstructed due to disturbance during the improvements. This access is for field maintenance vehicles and pedestrian access only. A new access will be provided roughly at the midpoint of the new soccer field. This access is for field and storm drainage maintenance as well as

## NARRATIVES

### Kirkland 132nd Square Park - 30% Design

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1/31/2020



## CIVIL NARRATIVE

emergency response access for ambulances. The existing south access will remain and is typically used for pedestrian access and park maintenance vehicles. Existing pedestrian access from the west and south will be maintained.

Paving will typically be heavy asphalt paving in drive aisles with expected loads from emergency vehicles, vector trucks and other maintenance vehicles. Paving in parking stalls will be standard asphalt paving with expected loads from passenger vehicles. Stalls meeting requirements for ADA guidelines will be provided in a vehicle grade cement concrete to ensure meeting slope requires and providing a well-draining surface. All pedestrian grade paving will be cement concrete paving.

Pavement sections have not been developed by the geotechnical engineer yet but are expected to be approximately the following:

- Standard Asphalt Section: 3-inches of Hot Mix Asphalt (HMA) over 4-inches of Crushed Surfacing Base Course (CSBC)
- Heavy Asphalt Section: 4-inches of HMA over 6-inches of (CSBC)
- Pedestrian Concrete: 4-inches of concrete over 4-inches of Crushed Surfacing Top Course (CSTC)
- Vehicular Concrete: 6-inches of concrete over 4-inches of CSTC.

### Frontage Improvements

Frontage improvements are not required and will be limited to replacement of surfacing where disturbed as well as a new driveway curb cut. All surfacing within the Right-of-way (ROW) will meet the City's standard details.

# LANDSCAPE ARCHITECTURE NARRATIVE

## Design Narrative

The project began as a stormwater retrofit project and has evolved into the redevelopment of the entire park. Aside from the stormwater retrofit project and the synthetic turf field upgrades, major programmatic areas that emerged from the master plan process and are included in the design of the park include:

- Play hill,
- Centralized gathering area that combined the existing and two new picnic shelters with the expanded play area,
- New restroom facility,
- Added storage for playfield uses,
- Expanded parking lot (to bring the total to 80-stalls on-site), and
- An expanded and interconnected hierarchy of walking paths.

All this combined with the unprogrammed areas around the park, such as open grass lawns, a grass slope, and open areas with varying tree cover, help to create an overall connected, positive, active and diverse park experience.

## Stormwater Retrofit Project And Synthetic Turf Field

This site has been chosen as the location for a stormwater retrofit project to provide runoff treatment and infiltration of stormwater from approximately 48 acres of upstream developed area. This stormwater retrofit project funded by the Department of Ecology will maximize treatment and reduce flows, while maintaining existing park uses. A regional stormwater storage/infiltration system will be located beneath the new synthetic turf playfield and will discharge controlled flows back to the existing storm system within 132nd Ave NE. A treatment system will be added to filter the stormwater from the upstream area (48-acres), the parking lot, and the synthetic turf field. The regional stormwater project will have a storage volume of 73,855 CF when completed.

The enlarged synthetic turf multi-purpose field will accommodate two little league fields or one full size soccer field. The grading of the field will be designed to balance cuts and fills and to limit the exportation of materials, thereby allowing all suitable soil to be reused on the site. Concrete retaining walls will be constructed along the south and north ends of the field to maximize the playable surface and transition to existing grades.

Lighting is added to the fields, increasing the number of hours the fields can be used and reserved. Fencing is also designed to be installed around the synthetic turf field to separate the active uses from other uses and to protect the field of play.

Currently, there are no lights in the park, which severely limits the use of the fields to daylight hours only. Proposed light fixtures will be energy efficient LED. Fixtures will also provide "full-cutoff" illumination, so no light will be directed upward or produce unwanted glare. Fixtures will be specified and strategically placed and oriented to direct light onto the field, similar for the parking areas, to minimize light spill away from these areas. Proposed quantity of poles for the field is (4), height estimated at 70'. Proposed quantity of poles for the parking area is (5), height estimated at 25'.

## Play Hill

Among the most popular elements within 132nd Square Park are the hills on the west side of the fields. These hills serve many functions and act as natural play features, picnic grounds, and spectator seating for sporting events. The design not only incorporates the hills, but expands upon them to accommodate further opportunities for play, sledding, kite flying, and sports viewing.

The design incorporates one main play hill that overlooks the play and picnic areas within the central gathering area. The hill wraps around the north side of the central gathering circle, reinforcing its function as a connected element to

the play area and adding to park cohesiveness through repetition in form. This hill will feature an embankment slide keeping sledding a year-round park feature.

## Central Gathering Area

The proposed design includes a playground expansion that features play equipment in addition to natural play elements.

The proposed design includes the addition of two new picnic shelters, bringing the total number of picnic shelters to three, to accommodate the popularity of picnicking at the park. The existing shelter will remain in-place, and the other two shelters will be positioned to create a social and connected space between all three shelters, to accommodate larger groups or events, or simply provide an atmosphere that may be conducive to sociability. Boulders will be incorporated around the edges of the picnic shelters, to serve as informal, multi-use play and seating elements, provide a loose definition of the picnic shelter area, and connect to the reflexology circle. The picnic shelters will be at the outer edge of a central gathering circle and will have views to the playground, upper and lower play hills, and playfields.

## New Restroom And Storage Facilities

The proposed design includes the construction of a new restroom facility due to the dislocation of the existing restroom that will occur as a result of the parking lot expansion. The ADA-accessible restroom will be located within easy access of the parking lot and playfields and will be available for year-round use.

The storage shed will be enlarged to suit the needs of the playfields

## Parking

The existing parking is expanded to add an additional 20 spaces to accommodate most weekday evening parking demands. The design includes an additional 20 stalls (or 80 parking stalls total), as well as a drop-off/pick-up area for cars, and incorporates updates to allow for emergency vehicle access into the site. The expanded parking area includes lighting for added safety and security.

## Trail System

There is currently a trail system meandering through 132nd Square Park. A variety of users frequently walk this trail system and it is a key aspect of the character of the park. The design features an ADA-accessible trail system that weaves through the vegetation, creates circulation between the playground, reflexology area, and the expanded picnic areas, and loosely replicates the forms of design elements to lend the site a cohesive, tied-together character. Where possible, existing pathways will be maintained and will tie into new pathway systems to form cohesive walking loops for connections and meandering.

## Vegetation

The design supports a diverse mixture of native Pacific Northwest species that provide natural habitat for birds, pollinators and other native species, in addition to promoting a sense-of-place within the Pacific Northwest. New and existing trees are incorporated strategically as design elements to provide natural buffers against the edges of the site, as shade canopies, and as privacy screens for more secluded, passively-programmed natural areas.

## NARRATIVES

### Kirkland 132nd Square Park - 30% Design



# LANDSCAPE ARCHITECTURE NARRATIVE

## Other Elements

A labyrinth, to enhance passive use of the park, is proposed in the new design. The labyrinth is located in the southwest corner of the site, to provide opportunities for quiet reflection and meditation. The labyrinth design and relocation of the reflexology will be the basis for a Call for Artists for the 1% for Art program. An area where the art would be located should be identified in collaboration with Parks and Community Services Department staff so it fits seamlessly into the park's overall design.

There is an existing reflexology circle in the central portion of the park, between the play area and the parking area. It will be retained and carefully moved southwest of the central gathering circle to promote its use and help further activate the space. Boulders will be loosely placed around it, connecting into the picnic shelter area of the gathering circle and embedded down the side of the southern hill overlooking the playfields.

# STRUCTURAL NARRATIVE

## Design Codes and Standards

Codes and Standards: Structural design and construction shall be in accordance with the applicable sections of the following codes and standards as adopted and amended by the local building authority: International Building Code, 2015 Edition.

## Structural Design Criteria:

### Live Load Criteria:

Roof (Min Blanket Snow): 25 psf  
Slab on Grade: 100 psf

### Wind Load Criteria:

Ultimate Wind Speed: 110 mph  
Risk Category: II  
Wind Exposure: B  
Topographic Factor: 1.0

### Seismic Criteria:

Risk Category: II  
Seismic Importance Factor: 1.0  
S<sub>s</sub> = 1.256 S<sub>1</sub> = 0.484  
S<sub>d</sub> = 0.837 S<sub>d1</sub> = 0.489  
Site Class: D (assumed)  
Seismic Design Category: D  
Response Modification Coeff. (R): 1  
Seismic Response Coeff. (C<sub>s</sub>): 0.167W - CMU Shearwalls  
0.129W - Wood Framed Shearwalls  
0.558W - Cantilevered Wood Posts

### Soil Criteria:

Based on Geotechnical Engineering Report by: Associated Earth Sciences, Inc.  
Soil Bearing Capacity: 1,500 allow 33% increase for loads from wind or seismic origin.

## Project Description

The anticipated structural scope of work for this project involves the structural design of several new building structures, as well as the relocation of an existing canopy structure. It is the intention of the structural design to satisfy the force levels of the IBC 2015.

## Restroom Structure

The structural system for the restroom building will consist of plywood roof sheathing spanning between solid sawn roof joists. The joists will primarily span between interior and exterior load bearing masonry walls. Additionally, wood beams will be provided at discrete locations to support the roof joists. These beams will span between wood posts or load bearing masonry walls. The wall and column elements will be supported on conventional foundations. The interior of the building will include a 4" thick non-structural concrete slab on grade.

Lateral loads will be resisted by a horizontal plywood sheathed diaphragm at the roof, and vertical special masonry shearwalls at the exterior walls, which transfer lateral loads to the building foundation.

## Storage Building Structure

The structural system for this building will consist of a wood framed "pole building" or a conventionally wood framed structure. The new building will be constructed near a concrete retaining wall element. We will review options to incorporate the new building foundations into the retaining walls.

The pole building structural system will consist of plywood roof sheathing spanning between pre-engineered wood trusses. The trusses will span to exterior wood beams, which will span between regularly spaced wood columns, which will be embedded several feet into deep concrete footings. Exterior walls will include horizontal timber girts, which will span between the building columns. Lateral loads will be resisted by a horizontal plywood sheathed diaphragm at the roof, and cantilevered wood columns at the exterior perimeter, which will transfer lateral loads to the building foundation. The interior of the building will consist of a 4" thick non-structural concrete slab on grade.

The conventional wood framed building structure will consist of plywood roof sheathing spanning between pre-engineered wood trusses. The trusses will span between either exterior load bearing wood stud walls, which will bear on conventional strip footings. Lateral loads will be resisted by a horizontal plywood sheathed diaphragm at the roof, and vertical plywood sheathed shearwalls at the exterior walls, which transfer lateral loads to the building foundation. The interior of the building will consist of a 4" thick non-structural concrete slab on grade.

## Relocated Canopy Structure

This building involves an existing timber framed canopy, which will be relocated on the project site. The intent is for the canopy framing to be re-used to the greatest extent practical. The structural system for the canopy consists of a cantilevered wood framed structure.

The canopy structural system consists of 1x timber decking spanning between 2x6 wood joists. The joists span to regularly spaced double 2x10 beams, which span between grouped 4x4 wood columns. The columns are embedded feet into deep concrete footings. Lateral loads are resisted by the horizontal decking diaphragm at the roof, and cantilevered wood columns at the perimeter, which transfer lateral loads to the building foundation. The interior of the canopy will consist of granite pavers or a 4" thick non-structural concrete slab on grade.

We will evaluate re-using the existing timber posts (cutting the existing posts flush with the top of the existing concrete foundations) if possible. This option will utilize a new steel bracket at the base of the existing columns to anchor the columns to new foundations. The new brackets will be embedded into new spread footings.

# ARCHITECTURE NARRATIVE

The specific architectural design elements include added picnic shelters, a new restroom building, and a storage shed. Our intent is to design the restroom and shelter park elements relate to each other with a cohesive architectural within the park. They shall be part of the identity of the parks look and feel. Below is a description of each building with the related design intent.

## Picnic Shelters

The one existing built element in the existing park is a wood picnic shelter. This was a design-build project created and built with the community members and the Pomegranate Center. The Pomegranate Center focuses on working directly with communities to create art and other meaningful projects. Therefore, the existing picnic shelter has a particular value and meaning to the community.



As shown in the photo above, the wood shelter is comprised of a triple set of wood posts framing two 10-foot square areas for tables. The posts then bypass wood beams with tapered ends. This then supports exposed wood rafters and a roof deck and a smooth fascia wrapping all around. The roof material is unknown at this time.

The two square footprints are rotated from each other about 30 degrees, and the roof slopes towards the intersection and back (non-path) side of the structure to create a dynamic "butterfly" shape.

The project plan is to relocate the existing structure so that it is a prominent part of the new park layout. We assume the wood posts will be cut and the base and re-secured on new foundations. The existing wood posts are directly embedded into concrete footings. In general, we would recommend that the wood be elevated and separated from the ground and concrete, for a preservation and a longer lifespan. Therefore, for cutting the bases at the ground should not pose a problem with then relocated them on a post base. There are several types of Simpson bases to consider, and this would be consistent with how we build the new shelters.

The concept for the two new picnic shelters is to make all three feel like they always were intended to be together at the location designated in the park plan. We intend to mimic the characteristic tri-post and wood beams/rafter typology. We propose to locate the 2 new shelters on either side of the relocated existing and inverse the roof shape. Since the existing

roof form has a valley, having the two new roofs with ridges on either side is intended to create a visual "wave" of the three roofs radiating around plaza.

## Restroom Building

The restroom building is located at the south end of the parking lot and drive aisle. It will therefore be a highly visible and recognizable park feature. We want to make sure is attractive and welcoming for park users.

The building is to have the following program elements.

- Men's room with a toilet and urinal
- Women's room with two toilets
- (2) Family / Non-gender restrooms, each, single stall type
- Maintenance staff room
- Drinking fountains, with bottle filler and dog fountain.

The construction of the building shall be highly durable and easy to maintain. The building is also intended to be heated, so the exterior walls, glazing, and roof will be designed to meet energy code. The walls will be CMU, furred out for insulation and a durable interior finish were required.

The roof will be a significant part of the visual identity seen upon entering the park. We propose that the roof construction to be inspired by the picnic shelters with related wood details. The roof will float over the structure with the intent providing lots of natural daylight into the restroom building. We are even considering making parts of the roof translucent to achieve this goal.

## Storage Shed

The storage shed is a pre-engineered pole building, located on top of a retaining wall between the baseball and the soccer fields. There are a few locale companies that can provide this type of structure, including PermaBilt, (<https://permabilt.com/our-buildings/denim-series/>) and Legacy Buildings, (<http://legacybuildings|c.com/Barns.aspx>)

This is a utilitarian building for housing the parks maintenance equipment, such as a Gator vehicle, turf sweeps and other equipment. We are imagining that this building shall have one or two garage doors facing north. We will coordinate with the pars staff for the specific power, lighting, water, and other requirements that will need to be stubbed into the building. We also intend to coordinate the structural slab/foundation system with the civil and structural engineer. We anticipate that it will have to be integral to the structure of the structural wall.

As budget allows, we would welcome the opportunity to augment these buildings with architectural elements to align with the other built park elements. Sitting up on the wall, between the ballfields, it will be readily visible, with little opportunity to screen it with landscaping.

## NARRATIVES

### Kirkland 132nd Square Park - 30% Design

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# ELECTRICAL NARRATIVE

## Service And Power Distribution

Service will be derived from Puget Sound Energy (PSE). Connection point to be determined. There will be a new PSE pad mount transformer adjacent to the storage building. Service wiring will be installed underground in conduits. Service equipment will consist of circuit breaker type panelboard, electrical characteristic 225 amp, 208/120-volt, 3 phase 4 wire system. Trenching to connect to the PSE transformer will be required.

Equipment interrupting ratings shall be minimum 22,000 AIC.

## Surge Protection Devices (SPD)

Surge Protection Devices will be provided to reduce possible damage to sensitive electronic equipment resulting from momentary excessive voltage surges. Electronic SPD equipment is to be provided at the 120/208-volt panelboard serving sensitive equipment.

## Wiring Methods

Wiring systems for power and lighting are to be installed in conduit. Electrical Metallic Tubing shall be used for indoor/dry locations. Underground conduit shall be PVC schedule 40 with Galvanized Rigid Steel bends. Exposed exterior conduit shall be Galvanized Intermediate Steel.

Outlet devices and wiring junctions are to be installed in galvanized steel outlet boxes, sized for equipment and wire-fill.

Wire for power and lighting shall be type THHN/THWN, 75°C 600-volt rated, thermoplastic insulation, copper conductor, solid & stranded.

Wiring in finished areas shall be installed concealed.

## Branch Circuits

Minimum size branch circuits are 20 Ampere #12 AWG wire. Wire size shall be increased as required for ampacity of loads served and when applicable, to compensate for voltage drop.

## Wiring Devices

Specification grade 20-ampere switches and receptacles will be installed in the restroom and storage building. Cover plates will be stainless steel.

Exterior locations to be provided with convenience receptacles with in-use water-proof covers. Any other power requirements will be coordinated with the landscape architect.

## Lighting

General lighting for the restroom and storage buildings will be LED luminaires. Field lighting and parking area lighting will also be LED. The LED lamps shall have a correlated color temperature (CCT) of 3500° Kelvin at interior building and 4000° Kelvin at exterior building. Four-foot fixtures shall be provided with dual, parallel LED linear modules with 0-10-volt drivers.

Emergency/egress and exit lighting will be via emergency drivers.

Lighting systems are to be energy efficient and comply with the 2015 Washington State Energy Code.

Lighting control in the restroom building to be automatic on/automatic off via occupancy sensors. Storage building to be manual on/manual off as automatically switching light fixtures off in this location is a safety issue due to electrical equipment with-in.

Illumination levels will be designed to comply with the recommendations of the Illuminating Engineering Society of North America. All stated illumination levels are average maintained levels, calculated at the work surface using an 80% maintenance factor.

Restrooms will be illuminated to 20 foot-candles with a combination of wall mounted and recessed downlights.

Storage building will be illuminated to 15 foot-candles with 4-foot industrial lensed LED fixtures.

Parking lot lighting will be LED fixtures with 100% cutoff to be "Dark Sky" compliant. These fixtures will be pole mounted at 20' in height with low-level light to be environmentally friendly and minimize glare. Parking lot lighting will be diminished in intensity at 50% at a predetermined time. Foot-candle minimum light level 0.6 – 1.0 foot candle.

Field lighting will be multi-head LED fixtures utilizing precision aimed optics to focus light on the field with minimal light spill off field. These fixtures will be pole mounted at 70' in height and shall be controlled via lighting control panel located with-in the storage building. Foot candle average light level 30.

## Energy Conservation

Lighting and transformers shall be high efficiency to achieve increasing levels of energy performance above the baseline in the prerequisite standards and reduce environmental and economic impacts associated with excessive energy use.



RENDERING

Kirkland 132nd Square Park - 30% Design

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RENDERING

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RENDERING

Kirkland 132nd Square Park - 30% Design

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## SHRUBS



MAHONIA REPENS  
Creeping Mahonia



POLYSTICHUM MUNITUM  
Western Sword Fern



RIBES SANGUINEUM 'KING EDWARD VII'  
Red Flowering Currant



VACCINIUM OVATUM  
Evergreen Huckleberry

### PARKING LOT PLANTING



PRUNUS LAUROCERASUS 'MOUNT VERNON'  
Mount Vernon Laurel



EUONYMUS ALATUS 'COLES COMPACT'  
Burning Bush

### PLANT PALETTE

Kirkland 132nd Square Park - 30% Design

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# GROUNDCOVER

## GROUNDCOVER MIX



GAULTHERIA SHALLON  
Salal



POLYSTICHUM MUNITUM  
Western Sword Fern

## ORNAMENTAL SHRUB MIX



AZALEA X 'HINO CRIMSON'  
Hino Crimson Azalea



CORNUS SERICEA 'KELSEYI'  
Kelseyi Dwarf Redtwig Dogwood



POLYSTICHUM MUNITUM  
Western Sword Fern

## ORNAMENTAL GROUNDCOVER MIX



EPIMEDIUM X WARLEYENSE



LIRIOPE SPICATA  
Creeping Lilyturf



MAHONIA REPENS  
Creeping Mahonia



FRAGARIA CHILOENSIS 'LIPSTICK'  
Beach Strawberry 'Lipstick'



ARCTOSTAPHYLOS UVA-URSI  
Kinnikinnik

## PLANT PALETTE

Kirkland 132nd Square Park - 30% Design

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# TREES



ACER CIRCINATUM  
Vine Maple



ACER TRUNCATUM 'PACIFIC SUNSET' TM  
Pacific Sunset Maple



CORNUS KOUSA 'EDDIE'S WHITE WONDER'  
Kousa Dogwood



METASEQUOIA GLYPTOSTROBOIDES  
Dawn Redwood



PINUS CONTORTA CONTORTA  
Shore Pine



THUJA PLICATA 'GREEN GIANT'  
Western Red Cedar

## PLANT PALETTE

Kirkland 132nd Square Park - 30% Design

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1/31/2020



## Appendix C



### **ARTISTIC SERVICES AGREEMENT ASA 06/30/2020**

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The City of Kirkland, Washington, a municipal corporation ("City") and \_\_\_\_\_,  
whose address is \_\_\_\_\_ ("Artist").

In consideration of the mutual benefits and conditions set forth below, the parties agree 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 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. The City shall not be liable for any damages of the artwork prior to the date of 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, except for reasonable repairs and maintenance. Should the City do so, the City shall attempt to contact the Artist and 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 Agreement.

### **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 the benefits or conditions 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 sole 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 these 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 agreement, upon which the City may, after giving five business days' notice to the Artist 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 Artist from the City.

**G. City Full Availability of Artist Limits**

If the Artist 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 Artist, irrespective of whether such limits maintained by the Artist 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 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. This Agreement may be amended only by written instrument properly signed by both parties.

**XVIII. NON-ENDORSEMENT**

As a result of the selection of an Artist to supply services to the City, the Artist 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.

**XIX. NON-COLLUSION**

By signature below, the Artist 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.

**XX. 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.

**XXI. ASSIGNMENT AND SUBCONTRACT**

The Artist shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

**XXII. 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:

ARTIST:

CITY OF KIRKLAND:

By: \_\_\_\_\_

By: \_\_\_\_\_  
Tracey Dunlap, Deputy City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_