



**CITY OF KIRKLAND**

**Public Works Department**

**123 Fifth Avenue, Kirkland, WA 98033 425.587.3800**

**www.kirklandwa.gov**

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**MEMORANDUM**

**To:** Kurt Triplett, City Manager

**From:** Anneke Davis, P.E., Senior Project Engineer  
Martha Chaudhry, Special Projects, Economic Development  
Tracey Dunlap, Deputy City Manager, Operations  
James C. Lopez, Deputy City Manager, External Affairs  
Julie Underwood, Public Works Director

**Date:** June 24, 2021

**Subject:** Art Consultant to Manage Public Art Selection & Installation for Four Kirkland Fire Stations

**RECOMMENDATION:**

That the City Council approves the staff recommendation to issue a Request For Qualifications (RFQ) and hire a qualified Art Consultant to assist the City in incorporating public art within four fire station projects. The Art Consultant will lead the coordination of the public art effort and will assist the City in soliciting and selecting one to four artists to incorporate public artwork into the fire station project design and construction of the scheduled projects.

By taking action on this memo during approval of the consent calendar, City Council is authorizing staff to issue the RFQ and hire a qualified Art Consultant.

**BACKGROUND DISCUSSION:**

1% for Art is assessed on qualified capital improvement projects (CIP) that are undertaken by the City of Kirkland. The Kirkland Cultural Arts Commission (KCAC) together with City staff curates and advises the City Council on public art acquisitions and loans, and it reviews and recommends projects under the City's "1% for Art" program.

In November 2020, the Kirkland voters approved the City's Proposition 1 – Fire & Emergency Medical Services 2020 Ballot Measure, which was based on the Kirkland Fire Department's Strategic Plan. With the success of the measure, the City will design, construct, and or remodel the following stations:

1. Fire Station 27 Replacement (new station) – April 2022 – May 2023
2. Fire Station 22 Expansion and Remodel – April 2022 – March 2023
3. Fire Station 26 Expansion and Remodel – January 2024 to December 2024
4. Fire Station 21 Expansion and Remodel – February 2025 to December 2025

Each of the four fire station projects is assigned an art budget commensurate with 1% of the total project budget, although there is an ability to reallocate funds between projects in order to best meet the intent of public art. Some projects may have better opportunities or be more suitable for more investment in public art. One Fire Station Art Steering Committee (Steering Committee) will be formed, consisting of the art consultant, representatives from the project teams, the Kirkland Fire Department, the City Manager's Office, and the Kirkland Cultural Arts Commission.

The goals for the artwork are to invigorate, inspire and energize the Kirkland community. The artwork should communicate Kirkland as a safe, inclusive and welcoming place in accordance with Kirkland [Resolution 5240](#) (2017). The artwork should also honor, celebrate and/or reflect the diversity of the Kirkland community and encourage a sense of belonging for all people. Finally, the artwork should align with the efforts articulated in Kirkland Resolution R-5434 (2020) to ensure the safety and respect of black people and to dismantle structural racism.

To maximize efficiency in the art process, provide staff support, and to have a consistent approach to art for each project, staff would like to seek a qualified Art Consultant to assist the City in incorporating public art within the four fire station projects. The Art Consultant would lead the coordination of the public art effort and will assist the City in soliciting and selecting one to four artists to incorporate public artwork into the fire station project design and construction of the scheduled projects. The staff would hire the Art Consultant through a Request for Qualifications (RFQ) process (draft attached), consistent with the City of Kirkland's process for procuring professional services. The community and Council goals for the artwork are included in the RFQ.

### **Budget**

The total budget for the art for the four projects is \$466,503. This is the total amount available for the Art Consultant fees, the projects' design teams' coordination with the Art Consultant and artists, the artists' design efforts, artwork fabrication and installation, taxes, artists' stipends, and other expenses related to the scope of work. A draft breakdown for all four projects is shown below.

Project	Project Budget	Art Consultant (8%)	A/E Team Coordination (7%)	Art Design/ Fabrication/ Installation (85%)	
FS-22	\$ 96,173	\$ 7,694	\$ 6,732	\$ 81,747	\$ 96,173
FS-27	\$225,780	\$ 18,062	\$ 15,805	\$ 191,913	\$ 225,780
FS-26	\$ 84,320	\$ 6,746	\$ 5,902	\$ 71,672	\$ 84,320
FS-21	\$ 60,230	\$ 4,818	\$ 4,216	\$ 51,196	\$ 60,230
<u>TOTALS</u>	<u>\$ 466,503</u>	<u>\$ 37,320</u>	<u>\$ 32,655</u>	<u>\$ 396,528</u>	<u>\$ 466,503</u>

### **Tentative Schedule**

1. RFQ posted: July 15, 2021
2. Questions due: August 9, 2021
3. Answers posted on City website: August 12, 2021
4. RFQ due: August 19, 2021
5. Review period (interviews may occur): August – Sept. 2021

The goal is to deliver and install the art by the completion of each project. This may be difficult for Fire Station 22 and 27 because of timing required to onboard the art consultant, and in turn solicit, select, design and fabricate chosen artwork by the FS-22 and FS-27 scheduled completion dates, but staff will work to complete art for those projects as soon as practical.

By taking action on this memo during approval of the consent calendar, City Council is authorizing staff to issue the RFQ and hire a qualified Art Consultant.



# **City of Kirkland**

## **Request for Qualifications**

### **Art Consultant for Fire Station Projects Job # 21-21-CMO**

**Issue Date:** July 15, 2021

**Due Date:** August 19, 2021 – 3:00 p.m. PDT

## **REQUEST FOR QUALIFICATIONS**

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

### **Art Consultant to Manage Public Art Selection & Installation for Four Kirkland Fire Stations**

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

Qualifications received later than **3:00 p.m. PDT August 19, 2021** will not be considered.

A copy of this Request for Qualifications (RFQ) may be obtained from the City's web site at <http://www.kirklandwa.gov/>. Click on the Business tab at the top of the page and then click on the Request for Proposals link found under "Doing Business with the City".

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

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

The City requires that no person shall, on the grounds of race, religion, color, national origin, sex, age, marital status, political affiliation, sexual orientation, or the presence of any sensory, mental, or physical disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Kirkland further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs are federally funded or not.

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

**Dated this X Day of June, 2021**

Jay Gewin  
Purchasing Agent  
425-587-3123

## **City of Kirkland Request for Qualifications Art Consultant for Fire Station Projects**

### **Primary Contact:**

Martha Chaudhry  
Special Projects, Economic Development  
City Manager's Office  
Email: [mchaudhry@kirklandwa.gov](mailto:mchaudhry@kirklandwa.gov)  
(425) 587-3266

### **Project Engineer:**

Anneke Davis  
Senior Project Engineer  
City of Kirkland Public Works  
Email: [adavis@kirklandwa.gov](mailto:adavis@kirklandwa.gov)

### **Description:**

The City of Kirkland is seeking a qualified Art Consultant to assist the City in incorporating public art within four fire station projects. The Art Consultant will lead the coordination of the public art effort and will assist the City in soliciting and selecting one to four artists to incorporate public artwork into fire station project design and construction of the scheduled projects.

Construction schedule for each fire station project:

1. [Fire Station 27 Replacement](#) – April 2022 – May 2023
2. [Fire Station 22 Expansion and Remodel](#) – April 2022 – March 2023
3. [Fire Station 26 Expansion and Remodel](#) – January 2024 to December 2024
4. [Fire Station 21 Expansion and Remodel](#) – February 2025 to December 2025

### **Background:**

1% for Art is assessed on qualified capital improvement projects (CIP) that are undertaken by the City of Kirkland. The Kirkland Cultural Arts Commission (KCAC) together with City staff curates and advises the City Council on public art acquisitions and loans, and it reviews and recommends projects under the City's "1% for Art" program.

Each of the four fire station projects is assigned an art budget commensurate with 1% of the total project budget, although there is an ability to reallocate funds between projects in order to best meet the intent of public art. Some projects may have better opportunities or be more suitable for more investment in public art. One Fire Station Art Steering Committee (Steering

Committee) will be formed, consisting of the art consultant, representatives from the project teams, the Kirkland Fire Department, the City Manager's Office and the Kirkland Cultural Arts Commission.

The total budget for the art for the four projects is \$466,503. This is the total amount available for the Art Consultant fees, the projects' design teams' coordination with the Art Consultant and artists, the artists' design efforts, artwork fabrication and installation, taxes, artists' stipends, and other expenses related to the scope of work.

The artwork should invigorate, inspire and energize the Kirkland community. It should communicate Kirkland as a safe, inclusive and welcoming place in accordance with Kirkland Resolution 5240 (2017). The artwork should also honor, celebrate and/or reflect the diversity of the Kirkland community and encourage a sense of belonging for all people. Finally, it should align with the efforts articulated in Kirkland Resolution R-5434 (2020) to ensure the safety and respect of Black people and dismantle structural racism.

### **Draft Scope of Services:**

#### **Project Onboarding**

- Meet with City staff and/or Steering Committee to review Kirkland's public art resolution, public art policy and guidelines and receive background and summary of project scope;
- Advise on preliminary ways to incorporate public art including possible themes, locations and examples of types of art within each project's 1% for Art budget;
- Advise on budget breakdown including the artwork component (design through fabrication of art).

#### **Art Direction and Site Approval**

- Meet with the Steering Committee (three - five meetings of approximately two hours) to:
  - review the four Fire Station projects;
  - present possible methods of and locations for incorporating art into the projects;
  - gather feedback on possible methods and location of incorporating art;
  - guide the Steering Committee to a preferred direction for public art for each project.
- Coordinate with project engineer on constraints and requirements for preferred sites
- Provide a summary report of discussions, likely directions and decisions
- Concept approval of art through the Steering Committee, Kirkland Cultural Arts Commission, and City Council

#### **Artist Recruitment**

- Write an RFP/Call for Artist(s) reflecting the discussions, direction and decisions reached with the Steering Committee;
- Design and conduct an outreach strategy for the RFP/Call for Artist(s), with intentional strategies to ensure the inclusion of artists that identify as Black, Indigenous, and People of Color, women and/or LGBTQIA+;
- If necessary, schedule/organize/conduct site visits for artists

### Artist Selection

- Design, communicate, document and lead the Steering Committee through the process of artist(s) selection;
- Working with the Steering Committee to review artists' submissions and prepare a shortlist of artworks and artists for presentation/interview to the Steering Committee;
- Prepare the shortlisted artists for presentation/interview;
- Schedule, plan and lead artists' interviews with Steering Committee
- Create and provide a selection rubric for use by the Steering Committee, and a scoring system;
- Facilitate and lead the selection of artwork and artist(s) with Steering Committee;
- Provide a summary report of the artist recruitment strategy and methodology, and art and artist(s) selection process and decisions;
- Notify artists of outcome;
- Facilitate contracting of selected artist(s)

### Art Creation and Installation

- Manage all aspects of art design, approval, fabrication and installation coordinating closely with the Steering Committee, project teams and the artist(s);
- Submit a comprehensive final report detailing the entire art selection process, strategy, methodology, selection and implementation. This should include but may not be limited to the scope and budget of the art projects, details of the physical sites at the fire stations, art and artist selection process, internal Steering Committee processes, background information on the selected artist(s), details of the chosen artworks including concept, materials, design, fabrication and installation, visual documentation of art concepts, fabrication, installation, conceptual reference to and relevance to City of Kirkland Resolution R-5240 (2017) which affirms that Kirkland is a safe, inclusive and welcoming community, and/or Resolution 5434 (2020) ensuring the safety and respect of Black people.

### Contract

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

### Art Consultant RFQ Application Deadline

#### Tentative Schedule:

1. Date of Contract award: Mid/late September, 2021
2. Start Date: Mid October 2021
3. Completion Date: February, 2026 approximately



**Application Submittal:**

Applications must include:

- Short bio and resume or *curriculum vitae* including applicant's full name, company name if applicable, contact phone and contact email;
- Letter of interest including a short narrative explaining interest in the project, general approach to the draft scope of work, and relevant skills and experience
- Description of past relevant projects including visuals if appropriate
- Contact information for three references
- Statement of availability and tentative schedule and milestones for deliverables

**Art Consultant Eligibility and Selection Criteria:**

The call is open to experienced art consultants. Preference will be given to those residing in Washington state. Kirkland-based consultants are strongly encouraged to apply. Black, indigenous, and people of color (BIPOC) art consultants are strongly encouraged to apply.

- Comparable work assisting owners and/or municipalities procure public art for the built environment;
- Ability to work with architects, engineers, contractors and a diverse project team;
- Ability to meet project timeline.

**Consultant Selection Schedule:**

4. RFQ posted: July 15, 2021
5. Questions due: August 9, 2021
6. Answers posted on City website: August 12, 2021
7. RFQ due: August 19, 2021
8. Review period (interviews may occur) August – Sept. 2021

**Questions:**

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

**Name:** Martha Chaudhry  
**E-mail:** [mchaudhry@kirklandwa.gov](mailto:mchaudhry@kirklandwa.gov)  
**Office:** (425) 587-3266  
**Cell:** (425) 499-2765

### **Qualification Submittal Instructions**

Submissions must be received by no later than **3:00 p.m. PDT August 19, 2021.**

We encourage proposals to be submitted by email. Emailed submissions should include "Qualification-Job #21-21-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. All submissions received before the deadline will be acknowledged through a response email.

As an alternate to email, proposals (original and one copy) can be mailed to:

City of Kirkland

ATTN: Purchasing staff 21-21-CMO

123 5<sup>th</sup> Avenue

Kirkland, WA 98033

Mailed proposals must be postmarked prior to the deadline of 3:00 pm PDT August 19, 2021.

# **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 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 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:

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

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

CITY OF KIRKLAND:

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

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