

**CITY OF KIRKLAND
REQUEST FOR QUALIFICATIONS
JUANITA BEACH ART
JOB #02-09-CM**

Project Profile:

Juanita Beach Park has been a landmark in Kirkland since 1921. After undergoing a community vision and input process, the City of Kirkland is redeveloping Juanita Beach Park. The Design Master Plan includes new features such as a promenade along the 1000 lineal foot shoreline and the use of wetland features and new rain gardens to clean water runoff before it reaches the beach.

The City of Kirkland is looking for art to integrate into the park. The new artistic features should be site specific and engage the historical, cultural, and/or environmental themes of the park while highlighting the new features. The City encourages a wide variety of creative ideas from artists. Examples of work include but are certainly not limited to:

- Stepping stones to cross the wetland
- A custom railing for the new pedestrian bridge
- Features to be embedded in the concrete pavement of the promenade
- Features to be embedded in the concrete of the sitting wall
- An entry gate at any of the 3 pedestrian pathways into the park from Juanita Drive

Services Required:

The City of Kirkland, WA is inviting artists to submit their qualifications to create site specific art to be integrated into the new Juanita Beach Park. The City Council, working closely with the city's Cultural Council, the project landscape architect, The Kirkland Park Board, and the project manager, is the approving body.

Qualifications:

The artist must have the ability to develop, design, and produce artwork that can be durable and enhance the planned features of the Juanita Beach Park. The work will be integrated into the design, with installation in the winter of 2009.

Scope of Work:

The artist will work with the Juanita Beach project team to:

- Understand the wishes of the City of Kirkland, with a particular focus on a highly durable public work of art that requires a minimum amount of ongoing maintenance.
- Integrate art into one or more of the planned features (see attached Master Plan)
- Deliver the work of art on a timely basis.
- Be on hand for the installation.

The City will contract with the artist for this work in an amount not to exceed \$20,000 including the cost of installation.

Submission Schedule and Requirements:

The deadline for artist submissions is January 8, 2008. The Selection Committee will interview artists the week of January 12, 2009. The interview will be an informal conversation about your past experience as related to this project, and what process you would like to see to ensure a shared vision of the final product. You should be prepared to present and discuss photographs or concept drawings of previous work as it relates to this project. Also, you must complete our Professional Services and Non Collusion Agreements (please see attachments).

Please confirm your interest in the project by submitting a letter of interest, sketches or pictures of previous work, and resume, including a list of relevant experience in the last five (5) years. The letter of interest should include but not be limited to how your previous work is relevant specifically to this project, including information on how you have worked with multiple stake holders in the past. Please note that materials submitted will not be returned.

Please send all proposals by 4 pm January 8, 2008 to:

City of Kirkland
Attn: Sheila Sigmond, Job #02-09-CM
123 5th Avenue
Kirkland, WA 98033

Selection Process:

1. Candidates should be available for an in-person interview the week of January 12, 2009.
2. A panel of representatives from the Kirkland Cultural Council, the Project Manager, a member of the Parks Board, a representative from the City Manager's Office, and Project Landscape Architect will conduct the in-person interviews.
3. A decision will be made by January 21, 2009
4. Installation to be completed by Dec 31, 2009.

Questions:

Questions about Juanita Beach Park redevelopment and features should be directed to:

Teresa Sollitto

Parks and Recreation

425.587.3312

Questions about the selection requirements and process should be directed to:

Julie Huffman

City Manager's Office

425.587.3012

PROFESSIONAL SERVICES AGREEMENT

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

I. SERVICES BY CONSULTANT

- A. The Consultant agrees to perform the services described in Attachment ____ to this Agreement, which attachment is incorporated herein by reference.
- B. All services, and all duties incidental or necessary thereto, shall be conducted and performed diligently and completely and in accordance with professional standards of conduct and performance.

II. COMPENSATION

- A. The total compensation to be paid to Consultant for these services shall not exceed \$_____, as detailed in Attachment _____.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all work performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid monthly on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any work not completed in a satisfactory manner until such time as consultant modifies such work to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

III. TERMINATION OF AGREEMENT

The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, by giving ten (10) days notice to Consultant in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on the project prior to the date of suspension or termination, not to exceed the payment ceiling set forth above.

IV. OWNERSHIP OF WORK PRODUCT

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this contract or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.

The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.

- B. Methodology, materials, software, logic, and systems developed under this contract are the property of the consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.

V. GENERAL ADMINISTRATION AND MANAGEMENT

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

VI. COMPLETION DATE

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

Consultant will diligently proceed with the work contracted for, but consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

VII. SUCCESSORS AND ASSIGNS

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

VIII. NONDISCRIMINATION

Contractor shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

IX. HOLD HARMLESS/INDEMNIFICATION

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

X. LIABILITY INSURANCE COVERAGE

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit

C. **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. **Verification of Coverage**

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

F. **Claims-made Coverage**

Any policy of required insurance written on a claims-made basis shall provide coverage as to all claims arising out of the services performed under the contract and filed within three (3) years following completion of the services so to be performed.

XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE

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

XII. FUTURE SUPPORT

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

XIII. INDEPENDENT CONTRACTOR

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him as a result of his status as an independent contractor. The Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance of unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of consultant.

XIV. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with all attachments and addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto.

XV. ADDITIONAL WORK

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this contract. Any such work or services shall be considered as additional work, supplemental to this contract. Such work may include, but shall not be limited to,

_____.
Additional work shall not proceed unless so authorized in writing by the City.

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

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

CONSULTANT:

CITY OF KIRKLAND:

By: _____

By: _____
David Ramsay, City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

Kirkland City Attorney

Date: _____

Attachment B

**CITY OF KIRKLAND
NONCOLLUSION AFFIDAVIT**

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

The undersigned, being duly sworn, deposes and says that the person, firm, association, copartner ship 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 and submission of a proposal to the Owner for consideration in the award of a contract on the improvements described as follows:

RFP for a Website/Toolkit Creation-Buy Kirkland, Job number 30-08-CM

FIRM NAME

AUTHORIZED SIGNATURE

Sworn to before me, this _____ day of _____, 2008.

Notary Public
in and for the State of Washington
Residing at _____
My Commission Expires _____

