



NINE dot ARTS

Public Art Commission, RFQ

FIRE STATION 21

City of Kirkland

INTRODUCTION

The background features a white rectangular area on the right side, with several orange circles of varying sizes scattered around it. The word "INTRODUCTION" is written in bold black capital letters across the center of the page.

REQUEST FOR QUALIFICATIONS

The City of Kirkland is seeking a qualified Artist for a public art commission in the new Fire Station 21 to be installed in December of 2024. This public art commission is funded by the city of Kirkland's 1% for Art program. 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.

Read on for the project information including art location(s), schedule, budget and submittal requirements. Site plans are enclosed separately. The standard artist contract is enclosed separately; please review it as no exemptions will be made for the selected artist.

Issue date: July 10th, 2023

Deadline to submit: August 18th, 2023

**PROJECT
COMMITTEE**



CITY OF KIRKLAND

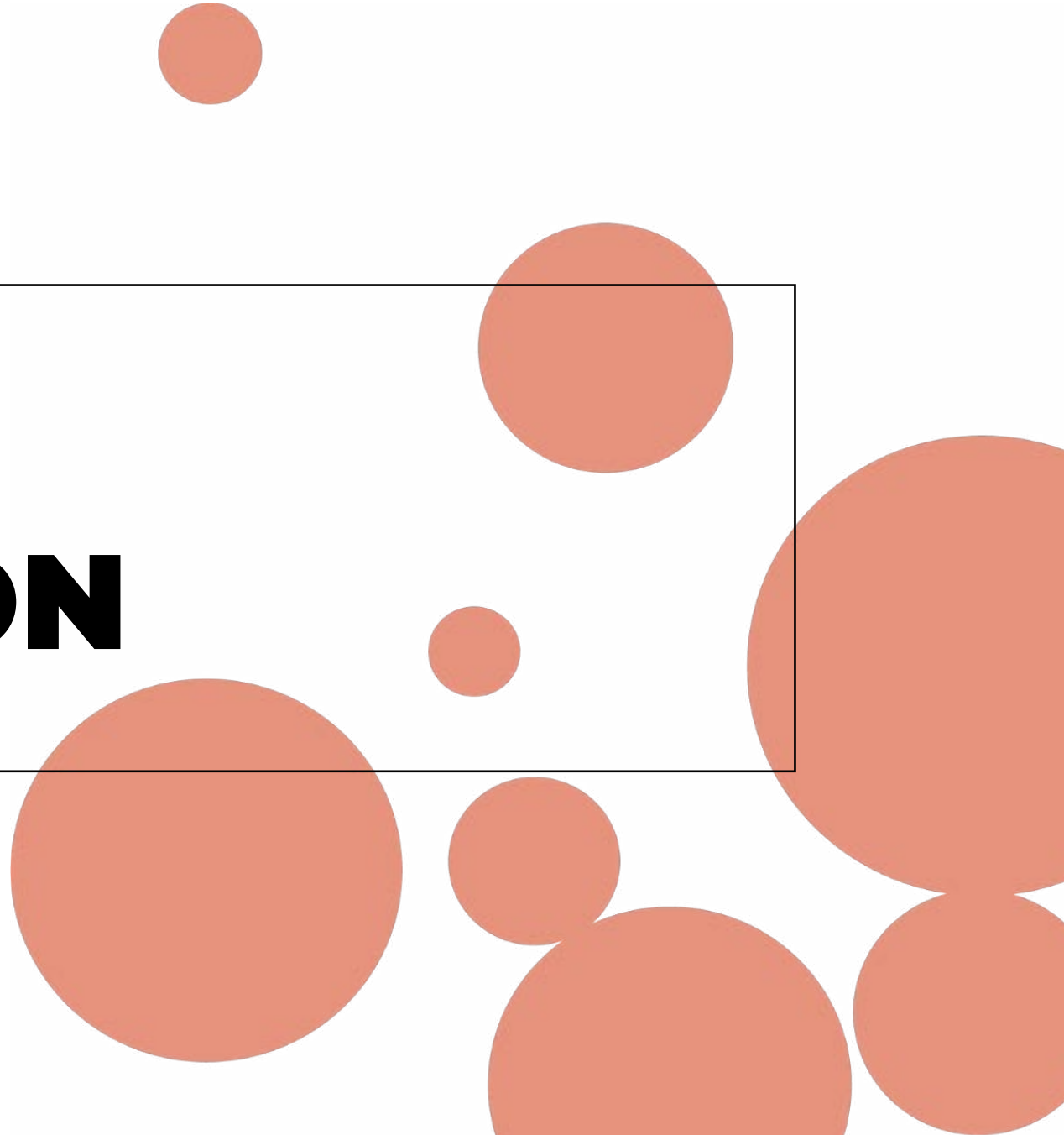


**KIRKLAND FIRE
DEPARTMENT**



**KIRKLAND CULTURAL
ARTS COMMISSION**

PROJECT INFORMATION



COMMISSION GOALS

&

VALUES

The City of Kirkland Fire Department is a pillar of the Kirkland community providing a sense of safety and stability helping individuals in need and supporting the city as a whole.

The art commission will honor the fire department history and promote a bright future with themes of hope, resiliency, positivity, and inclusivity.

Visual elements will strive to reinforce the unconditional response and community support that is emblematic of fire department services.

Spirit of service

Inclusive

Accessible

Historic

Commemorative

Luminous

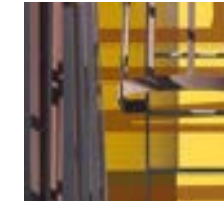
Cohesive

Dynamic

Hopeful

Relatable

ART CONCEPTS AND STYLES



FIRE STATION 21

The image features a minimalist design with a white background. A thin black horizontal line spans the width of the page, with a vertical line extending downwards from its right end to form a partial rectangular frame. Several solid orange circles of varying sizes are scattered across the right side of the image, some overlapping the black lines. The text 'FIRE STATION 21' is centered horizontally and positioned between the two horizontal black lines.

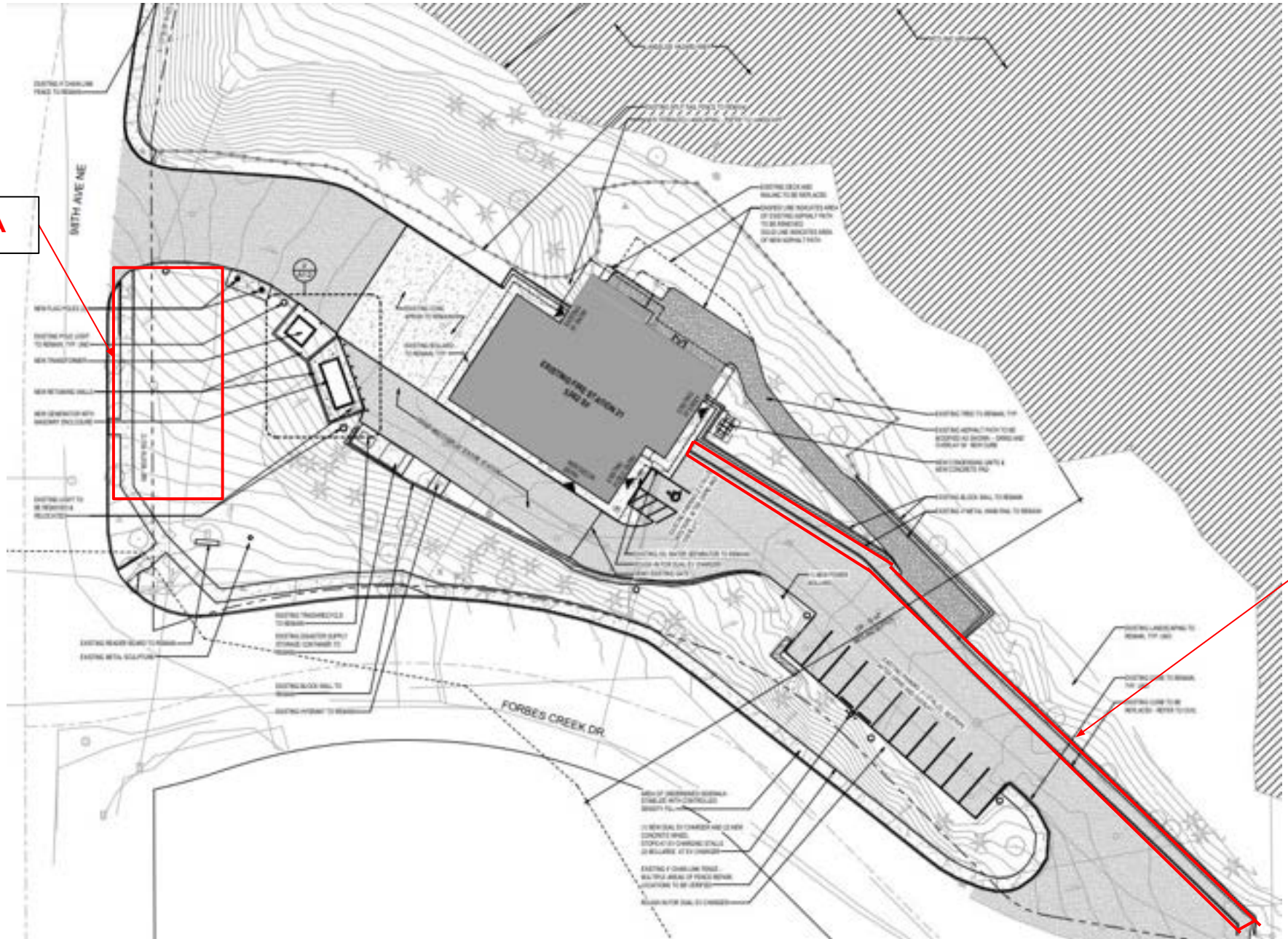
POTENTIAL ART LOCATIONS - FIRE STATION 21

Two potential art locations, the finalist will be asked to select one of these locations for their final artist concept design. (Potential art locations shown in red)

1. ART IN GRASS AREA
2. ART ON PEDESTRIAN TRAIL

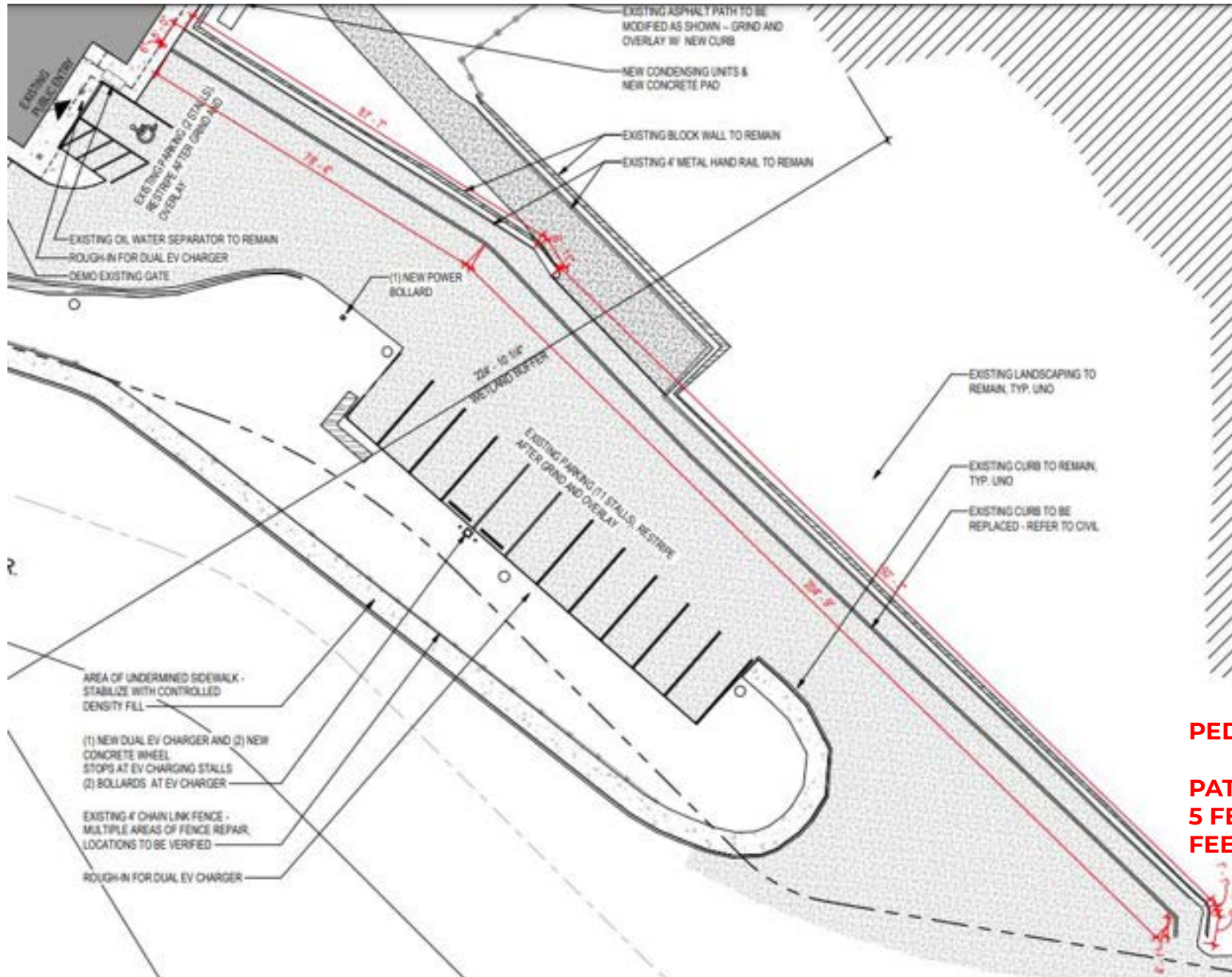
SITE PLAN WITH ART LOCATION - FIRE STATION 21

1. ART ON GRASS AREA



2. ART ON PEDESTRIAN TRAIL

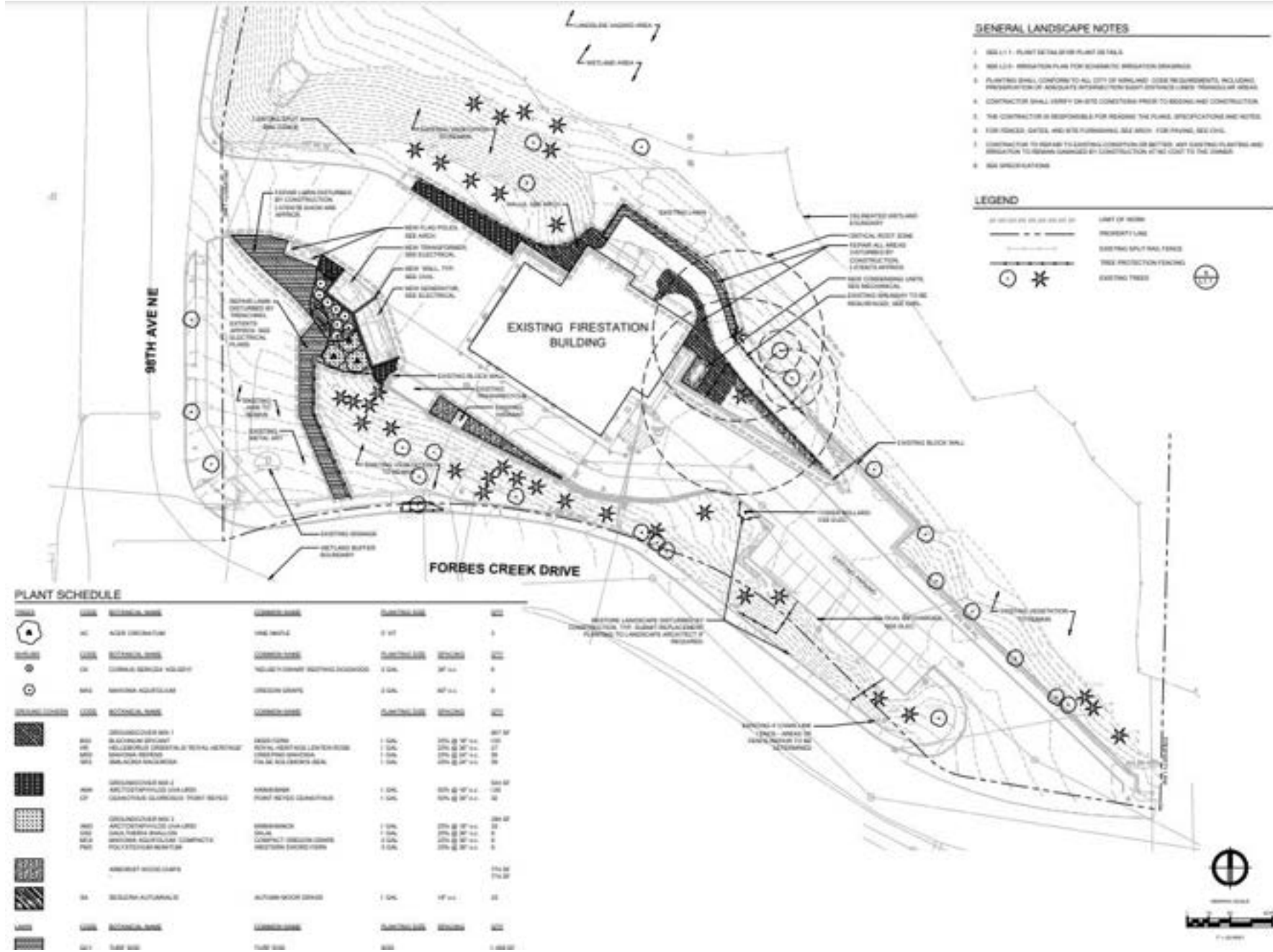
SITE PLAN WITH ART LOCATION - FIRE STATION 21



PEDESTRIAN TRAIL

**PATH MEASUREMENTS:
5 FEET WIDE AND 283
FEET LONG**

SITE PLAN - FIRE STATION 21



AERIAL VIEW - FIRE STATION 21

THIS MESSAGE IS NOT A PHONE CALL



1. ART ON GRASS AREA

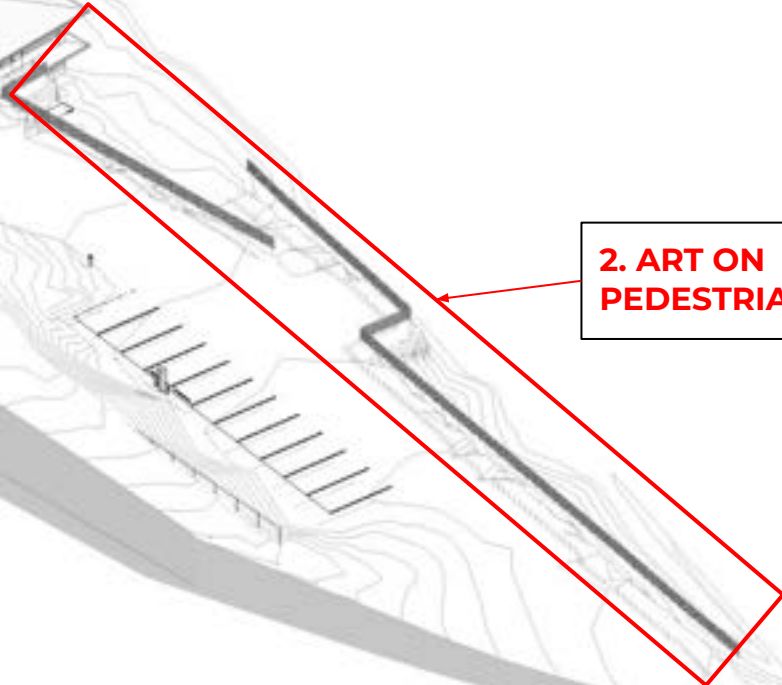


98TH AVE NE

UNAPPROVED CHANGES TO THE COURSE OF MAJOR ROADS AND HIGHWAYS ARE NOT ALLOWED

FORBES CREEK DR.

2. ART ON PEDESTRIAN TRAIL



EXTERIOR PHOTOS - FIRE STATION 21



FROM FORBES CREEK DR. LOOKING WEST TOWARDS FS21

ART ON
PEDESTRIAN TRAIL

EXTERIOR PHOTOS - FIRE STATION 21

ART ON
PEDESTRIAN TRAIL



FROM FORBES CREEK DR. LOOKING EAST AT FS21 DRIVE ENTRANCE

EXTERIOR PHOTOS - FIRE STATION 21



2. ART ON PEDESTRIAN TRAIL

1. ART ON GRASS AREA

PROJECT BUDGET

Fire Station 21		
Commission	\$ 50,000.00	Feb-24
Taxes	\$ 5,100.00	Feb-24
Install	\$ 5,000.00	Dec-24
Contingency	\$ 5,000.00	
TOTAL	\$ 65,100.00	
<p>*Total includes artist fees, materials, fabrication, and allowances for taxes, artist installation and artwork contingency</p>		

ELIGIBILITY

- **Individual artists or collaborations**
- **Demonstrated experience working with communities**
- **Ability to work with architects, designers, fabricators to successfully achieve concept to install**
- **Successful experience working on time and within budget**
- **Artists with training and desire, but no previous opportunity in public arts projects are encouraged to explore applying where locations may match skill and readiness levels.**

SELECTION CRITERIA

Artists will be selected on the basis of the fit of their concept for this project and the strength of their past work. For applicants without a history of past public art commissions, you will need to describe why you would be a good fit for this project. Previous public art experience is not required. Applicants will be reviewed and ranked on the following:

- **Quality of concept, design, and craftsmanship of past works**
- **Creativity of Approach**
- **Relevance of concept proposal, and familiarity with, the Kirkland community**
- **Visual and technical sophistication**

PROJECT SCHEDULE

July 25th, 2023 - Questions due in writing to janet@ninedotarts.com

August 18th, 2023 - Deadline to submit

September 7th, 2023 - Finalists announced with a stipend for project concept designs

October 2nd, 2023 - Finalists project concept designs submitted

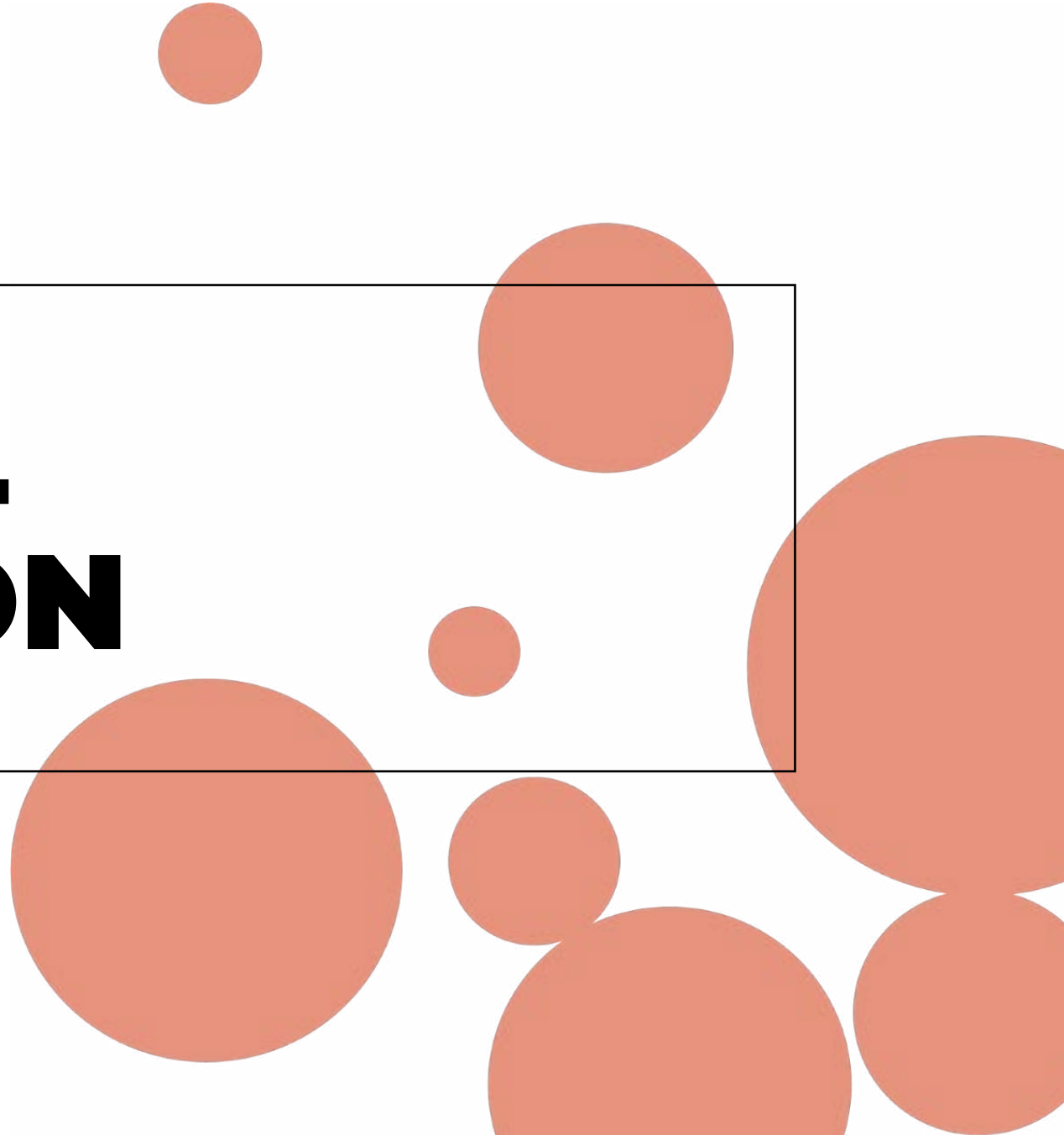
December 1st, 2023 - Commission awarded

December 2024 - Project installation

SUBMITTAL REQUIREMENTS

- 1. Artist Name (or names of team members if applying as a collaboration),
Phone number and email**
- 2. Website and/or Social Media Links if applicable**
- 3. Five to ten images of relevant examples of past work (video accepted).
Images should represent the artist's style, format, medium, or breadth of work.
Please include scale and medium for all works—and if a public installation,
include the year installed and its location.**
- 4. Resume or CV**
- 5. In 150 words or less, please describe your project approach and intention to
create connections to the Kirkland community**
- 6. Two references**

ADDITIONAL INFORMATION



BACKGROUND INFORMATION

The City of Kirkland is located on the eastern shore of Lake Washington. It is a suburban city, surrounded by other suburban cities and pockets of unincorporated King County. The City is near several major transportation routes including Interstate 405, State Route 520, and Interstate 5. These routes connect the City economically and socially to the greater Seattle area.

At the time of incorporation in 1905, the City of Kirkland's population was approximately 530. The current estimated population is 88,940. Kirkland is the thirteenth largest city in the State of Washington and the sixth largest in King County.

Since its incorporation, Kirkland has grown in geographic size to eighteen square miles - approximately twenty times its original size. This growth occurred primarily through the consolidation of the cities of Houghton and Kirkland in 1968, the annexations of Rose Hill and Juanita in 1988 and the annexation of North Juanita, Finn Hill, and Kingsgate areas in 2011.

Kirkland operates under a Council-Manager form of government. The City Council is the policymaking branch of Kirkland's government and consists of seven members elected at large to staggered, four-year terms. The Mayor is elected from within the Council. The City Council is supported by several advisory boards and commissions and the City Manager. The City Manager is appointed by the City Council and serves as the professional administrator of the organization, coordinating its day-to-day activities.

KIRKLAND FIRE DEPARTMENT

The Kirkland Fire Department provides a wide range of critical fire and life safety services to Kirkland's 93,000 residents

Washington became a state in 1889. That same year the Great Seattle Fire destroyed much of the heart of that city and the people of Kirkland watched as smoke rose across Lake Washington for days. One year later, in 1890, the Kirkland Fire Department was formed.

Since those austere beginnings, the department has added Hazardous Materials, Technical Rescue, Emergency Medical Services, Emergency Management and Water Rescue to our list of services. Emergency Medical Services (EMS) now constitute nearly 75% of our calls for service. The Fire Department is truly an "all hazards" response team.

The dedicated men and women of the Kirkland Fire Department are committed to providing the best services possible, twenty-four hours a day, seven days a week, 365 days a year.

KIRKLAND FIRE DEPARTMENT

Kirkland Fire Department employs approximately 115 employees who are involved in a diverse range of activities. The department provides 24-hour coverage for fire suppression, technical rescue, hazardous materials and emergency medical responses. The department also provides fire prevention and education, fire investigations, inspections, code compliance and disaster preparedness services to the population. The City of Kirkland has six fire stations

Station 21-Forbes Creek (expansion and remodel)

9816 Forbes Creek Drive

Station 22-Houghton (expansion and remodel)

6602 108th Ave NE

Station 25-Juanita

12033 76th Place NE

Station 26-North Rose Hill (expansion and remodel)

9930 124th Ave NE

Station 27-Totem Lake (new station forthcoming)

11210 NE 132nd St.

Station 24 – New station is open!

NE 132nd St. and 100th Ave NE

KIRKLAND ART POLICY

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.

The 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.

KIRKLAND CULTURAL ARTS COMMISSION

The Kirkland Cultural Arts Commission (KCAC) The Kirkland Cultural Arts Commission is responsible for helping the City Council implement the Public Art Vision in Kirkland. The KCAC is a volunteer advisory board that works to help arts, culture and heritage grow and thrive in the City of Kirkland. Along with supporting art and cultural initiatives, the KCAC promotes strategic arts planning and advises the City Council on art acquisition in Kirkland.

Public Art Vision Kirkland maintains a diverse public art collection that invites interaction, fosters civic identity and community pride, inspires a sense of discovery, stimulates cultural awareness, and encourages economic development.

KIRKLAND CULTURAL ARTS COMMISSION

KCAC Goals:

- Curate a diverse public art collection representing various cultural and ethnic communities and perspectives
- Facilitate exposure to public art
- Encourage community dialogue through public art
- Use public art to reflect the characteristics of the greater Kirkland community
- Determine that the art is appropriate for its location
- Regularly re-evaluate the Commission's policies, practices, and programs to ensure there are no structural barriers to artists from historically marginalized communities

RESOLUTION 5240 AND 5434

SAFE, INCLUSIVE AND WELCOMING CITY

The artwork should invigorate, inspire and energize the Kirkland community, communicate Kirkland as a safe, inclusive and welcoming place, celebrate diversity and honor social and racial justice qualities that are in accordance with Kirkland Resolution 5240 (2017) which affirms that Kirkland is a safe, inclusive and welcoming community, and/or Resolution 5434 (2020) which affirms that Black lives matter.

KIRKLAND DEMOGRAPHICS

According to the most recent ACS, the racial composition of Kirkland was:

- White: 75.70%, Asian: 14.43%, Two or more races: 5.66%, Other race: 2.50%, Black or African American: 1.36%, Native American: 0.26%, Native Hawaiian or Pacific Islander: 0.08%,
- Kirkland is currently growing at a rate of 3.23% annually and its population has increased by 103.36% since the most recent census, which recorded a population of 48,787 in 2010. Spanning over 22 miles, Kirkland has a population density of 5,571 people per square mile.
- The average household income in Kirkland is \$153,012 with a poverty rate of 6.11%. The median rental costs in recent years comes to \$1,861 per month, and the median house value is \$662,300. The median age in Kirkland is 37.4 years, 36.8 years for males, and 38.3 years for females.

RESPECT AND HONOR FIRE SERVICES

The artwork should respect and honor fire services. Both a recently renovated Kirkland fire station (Fire Station 25) and a fire station under construction (Fire Station 24), include/will include public art that features the Maltese Cross, the international symbol of fire fighting and a symbol of protection. There is a strong desire to maintain that similarity between all the artwork for the fire department. However, whether or not it is ultimately decided to keep this theme, the artwork should represent fire services, aid the station in being recognized by the public as a fire station, and provide a sense of community and welcoming to all.

People in Fire Services have saved lives, repaired lives, provided protection and safety for those in need, whether it be rescue, medical aid, or fire control.

We have an opportunity to elevate the public awareness, through art, about the important role fire departments play in community, beyond their role in responding to emergencies.



THANK YOU



NINE dot ARTS®



ARTISTIC SERVICES AGREEMENT

ASA 06/30/2020

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 minims 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: _____
Beth Goldberg, Deputy City Manager

Date: _____

Date: _____