

## CITY OF RENTON

### Request for Qualifications (RFQ): Light Art Activation – Harvest Festival

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#### Introduction

The City of Renton is seeking a small group of local artists to participate in a Light Art Activation at the Harvest Festival, taking place at Legacy Square and Piazza Park on September 19, 2026, between the hours of 12:00pm and 9:00pm. Selected artists will create temporary, light-based installations that enhance the evening festival environment and engage the community through illuminated public art.

This pilot activation will integrate a select number of illuminated artworks into the Harvest Festival experience, activating Legacy Square as a vibrant hub for arts and community gathering. The intent of this call is to integrate as many illuminated artworks as will aesthetically fit into the two public spaces (Legacy Square and Piazza Park) on a temporary basis. A two-phase selection process is anticipated to first garner the widest variety of installations, and then the most cohesive design options,

The activation will also help inform future opportunities for seasonal or permanent light-based installations as part of the ongoing development of Legacy Square and as outlined in the Art Plan for Legacy Square.

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#### **Program Overview**

Legacy Square is a dynamic and inclusive public space in downtown Renton designed to bring the community together through arts, culture, and shared experiences. The Harvest Festival serves as a key community event and an opportunity to showcase the Square as a destination for creative activation.

The Light Art Activation will introduce light-based installations that:

- Enhance the festival atmosphere during evening hours
- Create moments of discovery and visual interest throughout the space
- Highlight the creative potential of light as a public art medium
- Support Legacy Square as an evolving arts and culture destination

Artists are encouraged to create work that:

- Is visually impactful in low-light or evening conditions
- Requires minimal infrastructure and integrates within a festival layout

- Is safe, durable, and appropriate for public interaction
  - Encourages engagement and exploration within the space
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#### Project Timeline

- **RFQ Release:** May 1, 2026
- **RFQ Submissions Due (Revised): July 10, 2026**
- **Selection Review:** July 2026
- **Selection Announcement:** July 24, 2026
- **Design Development / Proposal Phase:** early August 2026
- **Final Approval & Contracting:** August 21, 2026
- **Installation Planning:** Summer–Early Fall 2026
- **Installation & Event:** September 19, 2026

Artists should coordinate closely with City staff and event partners to ensure installation aligns with festival logistics and safety requirements.

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#### Eligibility

This RFQ is open to artists and artist teams with experience in:

- Light-based artwork, including illuminated installations or projection
- Temporary or site-specific public art
- Outdoor installations or festival environments

Preference will be given to artists living or working in Renton or the greater Seattle area.

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Selected Artists will be asked to:

- Submit concepts for light-based installations
- Install temporary artwork within designated areas of Legacy Square and/or Piazza Park
- Coordinate installation and deinstallation with City staff and event partners
- Ensure all artwork is safe, stable, and appropriate for public interaction
- Provide all necessary materials, equipment, and infrastructure for their installation
- Operate within the festival schedule and designated site areas
- Remove all artwork and restore the site following the event

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## How to Participate

Submit your qualifications and portfolio for consideration by the deadline listed below.

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## Compensation

Each selected artist will receive a \$1,000 stipend to support their participation and installation.

Up to 3–5 artists may be selected for this activation.

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## Submission Requirements

Interested artists should submit:

- Contact information, and website (if applicable)
- Resume or statement of qualifications
- Portfolio of previous work (especially light-based or installation work)
- Optional: brief concept statement describing your approach to a light-based installation for this activation

Submission Deadline: July 10, 2026

Send Submissions To:

City of Renton

Department of Community and Economic Development

Renton City Hall – 6th Floor

1055 S Grady Way

Renton, WA 98057

Email submissions: [arts@rentonwa.gov](mailto:arts@rentonwa.gov)

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## Inquiries

All questions regarding this RFQ should be directed to:

Jessie Kotarski

Email: [jkotarski@rentonwa.gov](mailto:jkotarski@rentonwa.gov)

Phone: (425) 430-7271

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## Evaluation Criteria

Qualifications will be reviewed based on:

- Artistic quality and creativity
- Experience with light-based or installation art
- Ability to work within a temporary outdoor/festival setting
- Feasibility and safety of proposed work
- Ability to collaborate with City staff and partners
- Professionalism and ability to meet deadlines

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## Terms and Conditions

- The artist retains all copyrights; the City will have the right to publicly display and promote the work in connection with the project
- The artist is an independent contractor; no employment or partnership relationship is created
- Artwork is not considered a work-for-hire under copyright law

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## Exhibits

- Exhibit A – Site map and layout of Legacy Square and Piazza Park
- Exhibit B – Legacy Square Art Plan
- Exhibit C – Sample contract



# Legacy Square Art Plan

Prepared for City of Renton  
by Sarah Robbins and Will Schlough



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# Introduction

Legacy Square is envisioned as a dynamic hub of activity and connection for the Renton community. While its initial development aligns with the 2026 World Cup, the square is designed to serve as a lasting focal point for the city's cultural, recreational, and social life well into the future.

Featuring a soccer pitch, performance stage, food vendors, and a newly renovated playground, Legacy Square will provide countless opportunities for residents and visitors alike to gather, celebrate, and engage. This Art Plan outlines the placement of public artworks throughout the park's evolution, along with guiding principles to support the thoughtful selection of artists and artworks that reflect Renton's character and aspirations.

# Art Plan Goals

The Art Plan establishes a framework for integrating art as a defining element of Legacy Square. The goals are to:

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Implement public artworks that meaningfully engage with and reflect the Renton community.

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Develop a cohesive sense of place through a curated body of work grounded in shared themes and approaches.

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Elevate the visibility of the arts in Renton by prioritizing thoughtful, high-quality works that enhance the park's aesthetic.

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Showcase a diversity of artistic processes and forms while maintaining unity through themes.

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Inspire discovery and interaction, positioning Legacy Square as a distinctive destination with opportunities for exploration and connection.

# Legacy Square: Description and Setting

Located at the corner of S 3rd Avenue and Logan Avenue S, Legacy Square sits at the heart of Renton. It is adjacent to community neighbors such as the Church of the Living God the Light of the World, Harmony Childcare Center, and the Renton Civic Theater. Across Logan Avenue, the Renton Pavilion Events Center and Piazza Park extend the cultural landscape, while the Cedar River meanders just two blocks away.

Surrounded by the unique shops and restaurants along Renton's walkable 3rd Avenue corridor, Legacy Square will serve as a vibrant new gathering place—an energetic core within an already thriving downtown. By weaving art into the square's design and experience, the park will become not only a hub for community activity but also a living reflection of Renton's identity and spirit.

# Features of Renton

The City of Renton is a place where diverse forces intersect to create a vibrant and dynamic community. Renton is nationally recognized as one of the most diverse ZIP codes in the country, with residents representing a wide range of languages, cultures, and traditions. This diversity is reflected in the city's 30+ unique neighborhoods, each contributing to Renton's collective identity.

**Diversity** / Diversity is one of Renton's greatest strengths. It is both a source of pride for residents and a defining feature of the city's culture, fostering a spirit of inclusivity and belonging.

**Outdoors** / The Cedar River flows through the heart of Renton, serving as a natural landmark and source of community pride. The city's distinctive library, perched directly above the river, underscores the river's role as an integral part of daily life. Together with the city's many parks, trails, and open spaces, the river makes Renton a destination for outdoor recreation and appreciation of the Pacific Northwest's natural beauty.

**Athletics** / Athletics are a defining thread in Renton's identity. Both the Seattle Seahawks and Seattle Sounders maintain practice facilities in the city, reflecting Renton's ties to professional sports. Within the community, Legacy Square's soccer pitch further reinforces this connection, offering residents a place to engage in sport and celebrate active living.

**Arts** / The arts in Renton thrive alongside athletics, reflecting the city's diversity and creativity. From community hubs such as Wyldwood Creative to events like Art in Motion and the Downtown Art Walk, and with institutions including the Renton Civic Theater and Renton Art Lounge, the city is a destination for those seeking inspiration, expression, and creativity.

**Gaming and Fantasy** / Renton has also become a unique cultural hub for gaming and fantasy. Home to Wizards of the Coast and beloved community mascots like Erasmus the Dragon, Renton embraces a playful identity that sets it apart from other cities in the Pacific Northwest. While the city continues to expand its broader identity, residents take pride in this distinctive and imaginative cultural thread.

**History and Industry** / Renton's roots are grounded in a rich, blue-collar history of coal mining and manufacturing. Over time, the city has transformed into a hub for innovation, with technology and aerospace serving as major drivers of its modern economy. This balance of history and progress continues to shape Renton's character.

**Community Events** / Renton's spirit comes alive through its many community events, including River Days, farmers' markets, gaming meet-ups, and seasonal celebrations such as dragon egg hunts. These gatherings embody the city's vibrancy, and Legacy Square is envisioned as a central

LEGACY SQUARE ART PLAN § FEATURES OF RENTON



# Community Engagement

Through conversations with residents and local leaders, several themes consistently emerge as defining elements of Renton's identity.

One of the most diverse communities in the nation, where cultures, voices, and perspectives thrive.

A city rooted in history while embracing a bold, tech-driven future.

A deep appreciation for parks, nature, and the everyday beauty of the Pacific Northwest.

A community where people feel welcome to be themselves.

## Community Crests

As part of a community engagement initiative, residents of all ages were invited to design sports-inspired crests representing Renton's unique qualities. The project was originally conceived as a playful way to imagine Renton as a "league of cultural teams." The resulting crests provided an engaging visual display while reflecting the diversity, pride, and creativity of the community.

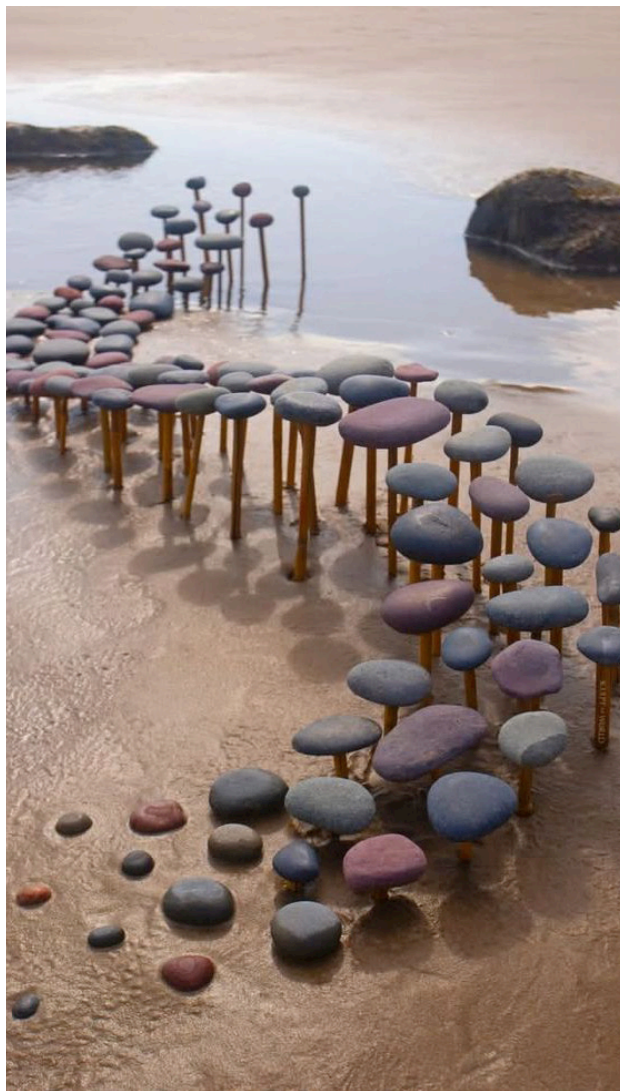
The entries revealed what residents value most about their city, offering insight into shared symbols and stories that inform Renton's evolving identity.



# Artwork Themes and Aesthetic

Legacy Square will be an active and dynamic space, with limited room for large-scale artwork. As such, artworks must be thoughtfully integrated to enliven the environment without detracting from its functionality as a gathering place.

The design of Legacy Square leans into a natural aesthetic, reflected in the remodeled playground's wood and stone elements, the corten steel stage, and the concrete infrastructure throughout the park. Artwork should harmonize with this backdrop of earthy browns and grays while incorporating bold pops of color to highlight messages and invite attention.



PRIMARY THEME

## Movement

The overarching theme of “Movement” reflects both the physical activity of the square and the vibrancy of the Renton community. With the soccer pitch, remodeled playground, and Legacy Square’s role as a hub for gatherings and celebrations, the space is envisioned as having its own pulse.

Artworks may interpret “Movement” through visual motifs such as flowing lines, dynamic shapes, or playful elements reminiscent of squiggles, heartbeats, bouncing balls, or musical crescendos. The theme may also extend to kinetic artworks that incorporate literal motion, reinforcing the sense of energy and momentum within the park.

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SECONDARY THEMES

**Discovery** / Renton offers endless opportunities for discovery—whether through its unique downtown shops, diverse neighborhoods, or vibrant events. Art in Legacy Square should echo this spirit, encouraging visitors to explore through small, hidden artworks or rotating pieces that invite repeat visits.

**Gamification** / Interactive and playful artworks can further engage the community. Reflecting Renton’s gaming culture, installations may incorporate elements of participation, storytelling, or interactive play—bringing joy and a sense of ownership to the space.

**Elevating the Arts** / The City of Renton is committed to elevating the arts. Public artworks in Legacy Square should be thoughtful, high-quality contributions that consider form, materiality, and context. Beyond decoration, each piece should deepen the park’s cultural resonance and align with the broader vision of Renton as a creative, forward-thinking community.

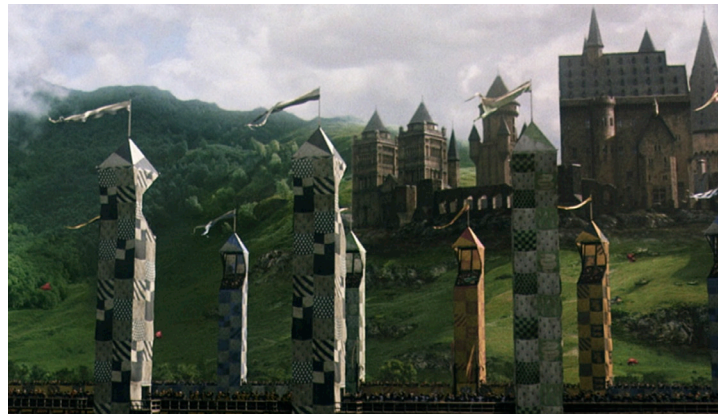
**History** / Legacy Square exists within the context of Renton’s evolving history, which should inform artistic choices and ensure works feel authentic to the city’s character.

**Light** / Lighting is a central design feature of Legacy Square, with programmable elements to support community gatherings, sporting events, and seasonal celebrations. Artists are encouraged to explore creative uses of light to amplify the park’s atmosphere.

**Nature** / Organic forms and inspiration from the Pacific Northwest’s natural beauty can align with the overarching theme of movement, creating a sense of harmony between art and environment.

**Language as Opportunity** / Given Renton’s remarkable diversity, language offers a powerful opportunity for artistic expression. Multilingual elements, developed in partnership with community resources, can highlight and celebrate cultural representation in an inclusive way.

LEGACY SQUARE ART PLAN § ARTWORK THEMES AND AESTHETIC



# Phases for Artwork

With Legacy Square scheduled to open in June 2026, the timeline for artwork implementation must be carefully coordinated. To ensure both impact and feasibility, artwork is envisioned in three phases.

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## PHASE ONE

Phase One focuses on early implementation. These artworks should be installed as quickly as possible to generate excitement, signal the importance of art within Legacy Square, and build anticipation for the park's opening.

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## PHASE TWO

Phase Two represents the most critical stage, aligning with the park's grand opening and the 2026 World Cup. Artworks in this phase will be integral to the park's unveiling, requiring close coordination with structural development. These should serve as signature, high-impact pieces that establish Legacy Square as a landmark destination.

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## PHASE THREE

Phase Three includes optional artworks that may be integrated into existing park infrastructure or added in the future. Flexible in both process and timeline, these pieces will enhance the park's sense of place and provide opportunities for continued growth and engagement.

# Opportunities for Artwork

Legacy Square offers multiple opportunities for integrating public art, each contributing to the park's atmosphere, identity, and functionality. Eight priority project areas have been identified, each with varying levels of impact, importance, and time sensitivity.

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Wall Art / Mural

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Gateway Sculpture

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Ground Plane and Stage Wall / Screen Murals

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Patio Lighting / Infrastructure

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Exterior Artwork on Stage

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Artwork Integrated into Benches

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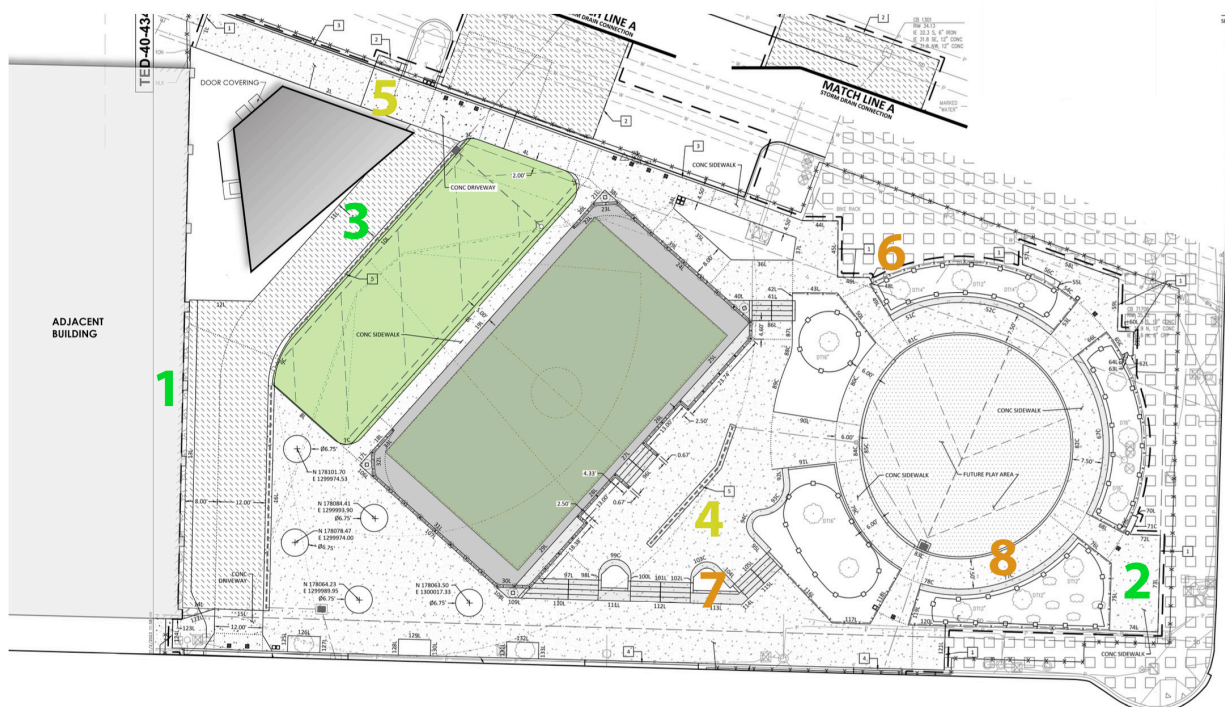
Smaller Artwork on Concrete Infrastructure

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Landscape Integrated Artwork

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Performances and Temporary Art



## Wall Art / Mural

The most visible and readily achievable project is a large wall mural on the façade facing Legacy Square. The wall belongs to the Church of the Living God the Light of the World, which has agreed to host thematic artwork. Given the wall's condition, highly detailed mural work may not be ideal; instead, bold, graphic imagery or applied processes should be considered.

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### THEMES OF INTEREST

Movement / Elevating the Arts / Aesthetic / Language as Opportunity

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### TIMELINE

Phase One

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### SUGGESTED BUDGET

\$20,000–\$50,000

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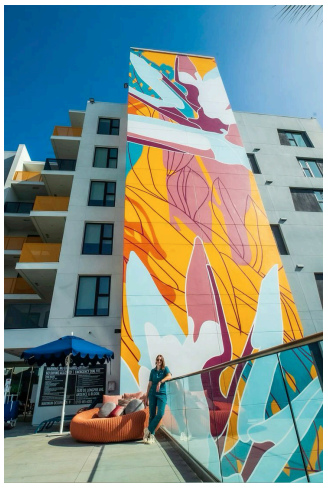
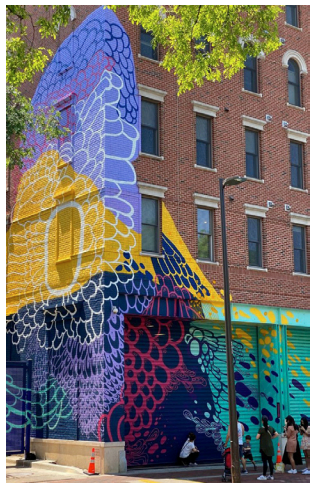
### ARTWORK GOALS

- Serve as an early, visible marker of Legacy Square's development.
- Contribute to a festive atmosphere that builds anticipation for the World Cup and the park's new playground.
- Express the overarching theme of movement, bringing color, vibrancy, and energy to the site.
- Signal that art is a core element of the park experience.

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### ADDITIONAL CONSIDERATIONS

- Plan for the wall's long-term future, including potential renovations to the church or surrounding park structures.
- Ensure imagery complements the stage backdrop and broader park setting.
- Align the timeline with the park's unveiling and future programming needs.



## Gateway Sculpture

The gateway sculpture is envisioned as the signature artwork of Legacy Square. As a focal point in a compact site, this piece will serve as both a landmark and a unifying element, anchoring the park's aesthetic and themes.

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### THEMES OF INTEREST

Movement / Elevating the Arts / Focus on Light / Aesthetic

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### RECOMMENDED TIMELINE

Phase Two

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### SUGGESTED BUDGET

\$80,000–\$100,000

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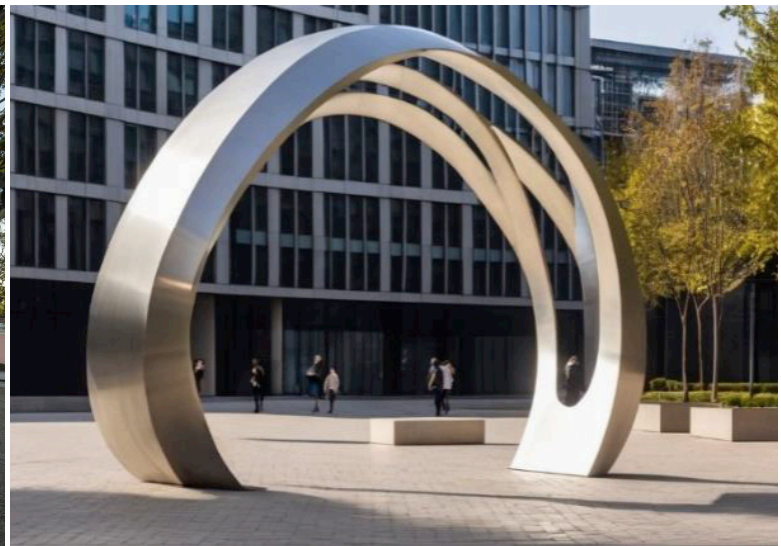
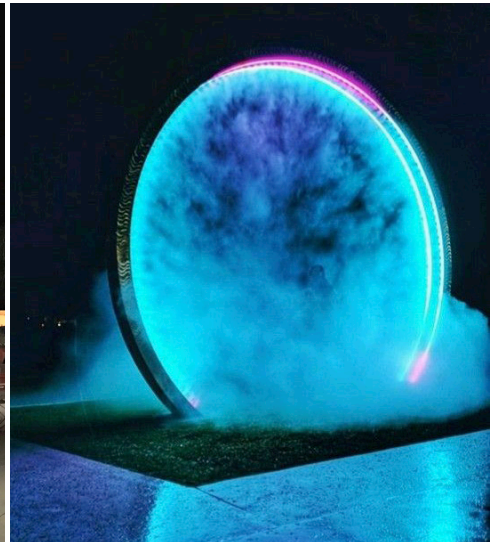
### ARTWORK GOALS

- Create a welcoming, iconic entry that reflects pride, importance, and connectivity.
- Draw visitors into the park while maintaining accessibility and flow.
- Incorporate light in innovative ways to symbolize energy and renewal.
- Reflect the park's themes of movement and elevating the arts.
- Connect visually and materially with the stage, playground, and the Renton Loop artwork, reinforcing continuity with Renton's history and future.

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### ADDITIONAL CONSIDERATIONS

- Design a form that conveys movement without overwhelming surrounding features such as the playground or landscaping.
- Balance hardscape and tree canopy at the entryway to maintain both impact and harmony.
- Consider year-round visibility and seasonal changes in the environment.



## Ground Plane and Stage Wall / Screen Murals

This dual-surface project integrates artwork across both the asphalt ground in front of the stage and the stage's wall/screen, creating a cohesive environment that enhances the overall atmosphere of Legacy Square.

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### THEMES OF INTEREST

Movement / Nature / Discovery / Gamification / Aesthetic

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### RECOMMENDED TIMELINE

Phase Two

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### SUGGESTED BUDGET

\$10,000–\$30,000

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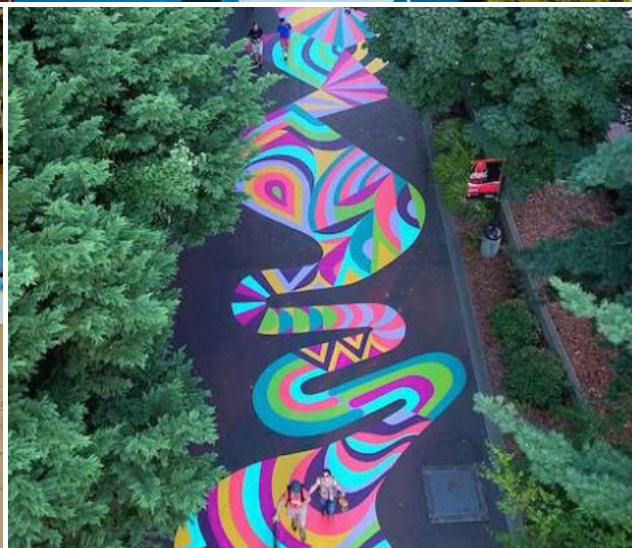
### ARTWORK GOALS

- Use color and pattern to connect vertical and horizontal surfaces, establishing visual continuity between the ground plane and stage.
- Foster interactive experiences for all ages, from daytime play to evening performances.

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### ADDITIONAL CONSIDERATIONS

- Ensure compatibility with the primary wall mural to avoid visual conflict.
- Define the extent of ground coverage, balancing visual impact with maintenance needs.
- Leverage opportunities to incorporate natural inspiration within the broader theme of movement.
- Plan for long-term maintenance and possible periodic refreshes, as ground murals are susceptible to fading.



## Patio Lighting / Infrastructure

Lighting will be a defining feature of Legacy Square, shaping the park's mood, atmosphere, and overall aesthetic. The central plaza is particularly well-suited for event lighting, offering an opportunity for functional infrastructure to double as public art. Structural components that support programmable bistro lighting, or freestanding lighting elements designed as sculptural works, can both enhance usability and contribute to the park's visual identity.

Lighting can also serve as a unifying design element, visually linking key features such as the Logan Street entrance, playground, stage, and soccer pitch. Careful aesthetic and thematic decisions will strengthen cohesion across the park. Whether expressed through dynamic movement, recurring forms, or repeating colors, lighting elements can play a central role in shaping a consistent sense of place throughout Legacy Square.

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### THEMES OF INTEREST

Movement / Focus on Light / Aesthetic / Elevate the Arts

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### RECOMMENDED TIMELINE

Phase Two

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### SUGGESTED BUDGET

Scope dependent

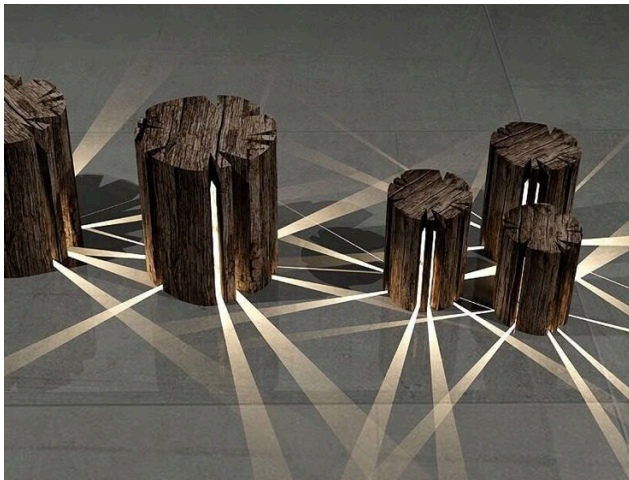
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### ADDITIONAL CONSIDERATIONS

#### **Creativity Shows Care**

- Artwork demonstrates value when it is distinctive and site-specific.
- Lighting should first and foremost function to appropriately light the space for gatherings and safety.
- Incorporating custom artistic elements into lighting or infrastructure signals that the park is unique—designed with intention and care.
- Even simple artwork additions can demonstrate care for a place and help create an atmosphere and sense of place.

LEGACY SQUARE ART PLAN § OPPORTUNITIES FOR ARTWORK # 4



## Exterior Artwork on Stage

While integrating artwork directly into the corten steel panels of the stage is no longer feasible due to fabrication timelines and budget constraints, opportunities remain for exterior artistic interventions once the stage is constructed. These could include painted or affixed works, allowing for a wide range of processes and creative approaches.

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### THEMES OF INTEREST

Movement / Discovery / Elevate the Arts / Nature / History

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### RECOMMENDED TIMELINE

Phase Three

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### SUGGESTED BUDGET

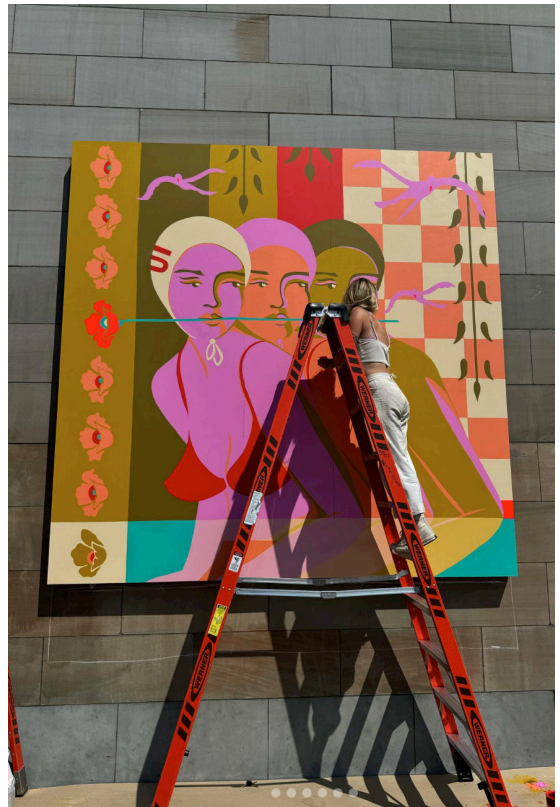
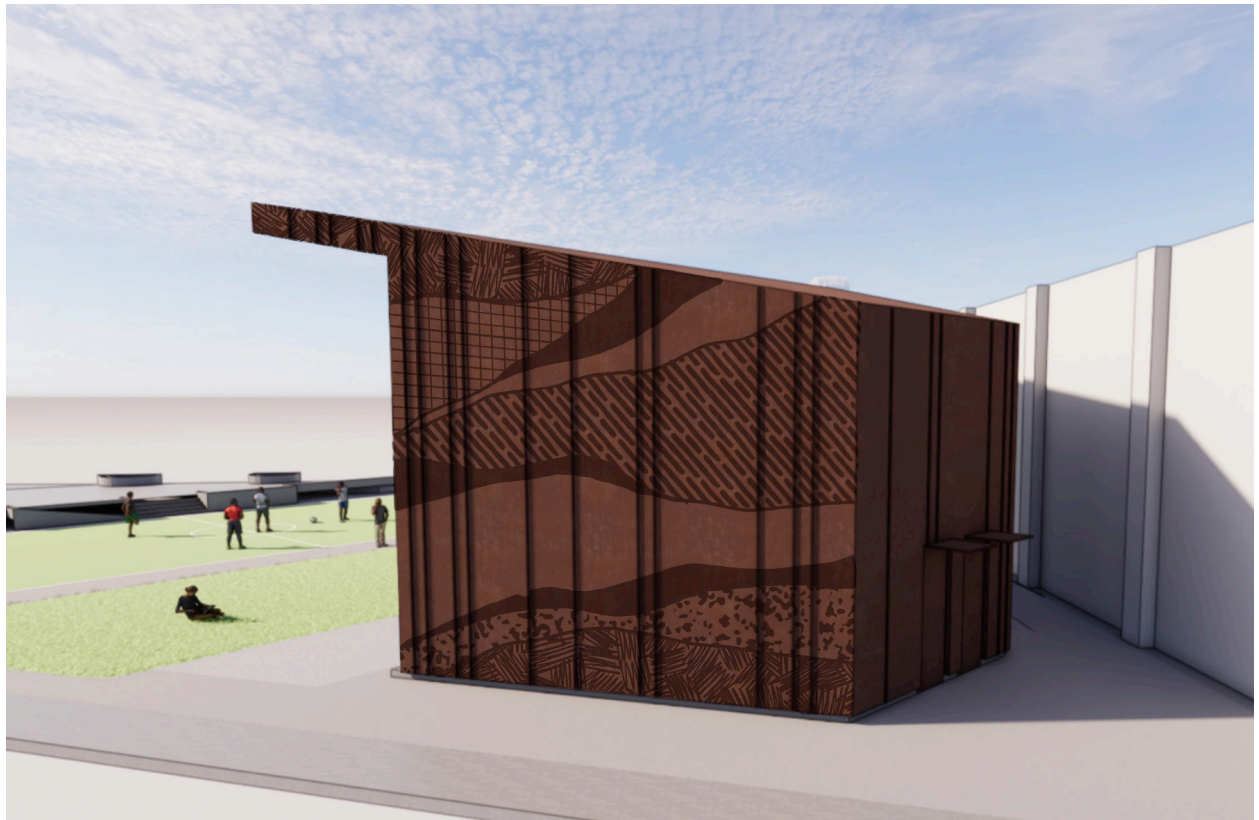
Scope dependent

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### POSSIBLE APPROACHES

- Designating a section of the stage exterior as a rotating canvas for local artists.
- Incorporating small sculptural components—such as metal butterflies or other motifs—affixed to the stage surface.
- Painting a mural directly on the steel, designed to interact with its industrial character.

Unlike other artwork sites that suggest more obvious approaches, the stage exterior faces outward from the park, making it a highly visible and versatile opportunity for creative expression.



## Artwork Integrated into Benches

Functional infrastructure presents valuable opportunities to reinforce identity and enhance aesthetics. Benches throughout Legacy Square are integrated into the tiered concrete design of the plaza, and they offer an ideal platform for artistic customization. Adding elements such as laser-cut metal backs or decorative sides can transform standard seating into visually engaging and thematic works of art.

This approach allows for subtle yet effective storytelling, with opportunities to reflect key themes—particularly movement—in ways that feel both natural and purposeful.

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### THEMES OF INTEREST

Movement / Elevate the Arts / Discovery / History / Nature / Language as Opportunity

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### RECOMMENDED TIMELINE

Phase Two

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### SUGGESTED BUDGET

\$10,000–\$30,000



## Smaller Artwork on Concrete Infrastructure

Some of the most memorable artworks are discovered rather than immediately confronted. Incorporating small-scale artworks into concrete surfaces throughout Legacy Square can create a sense of wonder, encouraging visitors to look closer and engage more deeply with the site.

Small bronze sculptures, similar to Tom Otterness' work in the New York City subway, could weave narratives across the park, connecting different areas through shared imagery and storytelling. Mosaics, reliefs, or other affixed two-dimensional artworks could also enrich concrete faces and edges.

Beyond their aesthetic contribution, smaller artworks offer flexibility: they can be added over time, rotated to sustain interest, and introduced as part of new community engagement phases. This sense of discovery helps keep the park dynamic and alive, reinforcing the overarching theme of movement.

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### THEMES OF INTEREST

Discovery / Gamification / Elevate the Arts / Nature / Fantasy

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### RECOMMENDED TIMELINE

Phase Three

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### SUGGESTED BUDGET

\$5,000–\$20,000

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### POSSIBLE APPROACHES

- Small bronze sculptures that unfold as a narrative across multiple locations.
- Small-scale concrete sculptures integrated into infrastructure.
- Mosaics or other two-dimensional artworks affixed to vertical or horizontal surfaces.
- Artist-designed skateboard deterrents that merge function with creative intrigue.



## Landscape Integrated Artwork

The landscaped areas surrounding the playground present another opportunity for discovery-driven artwork that ties natural and fabricated elements together. Integrated landscape art can support thematic connections to play, nature, and movement, while also offering moments of delight for children and adults alike.

These works need not be large in scale or budget-intensive to be effective. Subtle interventions—such as kinetic lighting elements or small sculptural installations—can animate the space with a sense of magic, creating a seamless transition between playground activities and the broader artistic identity of Legacy Square.

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### THEMES OF INTEREST

Movement / Focus on Light / Discovery

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### RECOMMENDED TIMELINE

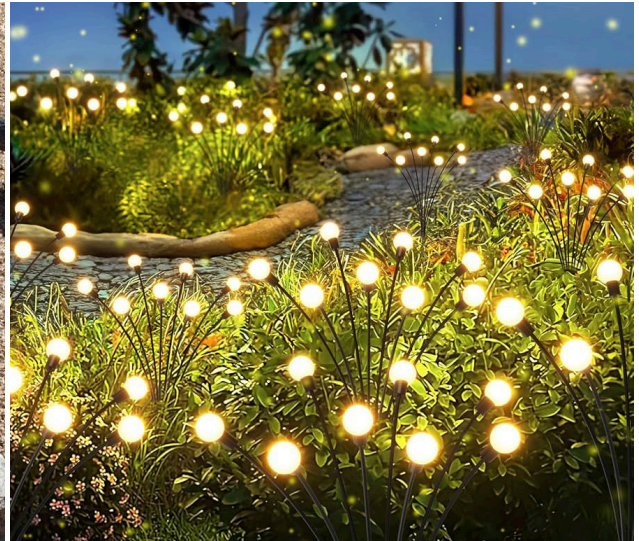
Phase Three

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### SUGGESTED BUDGET

\$5,000–\$20,000

LEGACY SQUARE ART PLAN § OPPORTUNITIES FOR ARTWORK # 8



## Performances and Temporary Art

As the cultural centerpiece of downtown Renton, Legacy Square must also embrace the dynamic potential of live performances and temporary artwork. While permanent works provide enduring character and identity, temporary and rotating installations keep the park fresh and responsive, reflecting the evolving identity of the community.

These events and installations also provide opportunities for local artists, performers, and cultural organizations to engage directly with the public, ensuring that the park remains a living, breathing space defined by its people. Rotating exhibitions, pop-up installations, and performance-based activations can extend the park's relevance across seasons and years, strengthening its role as the heart of downtown.

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### THEMES OF INTEREST

Diversity / The Arts / History and Industry / Gaming / Discovery

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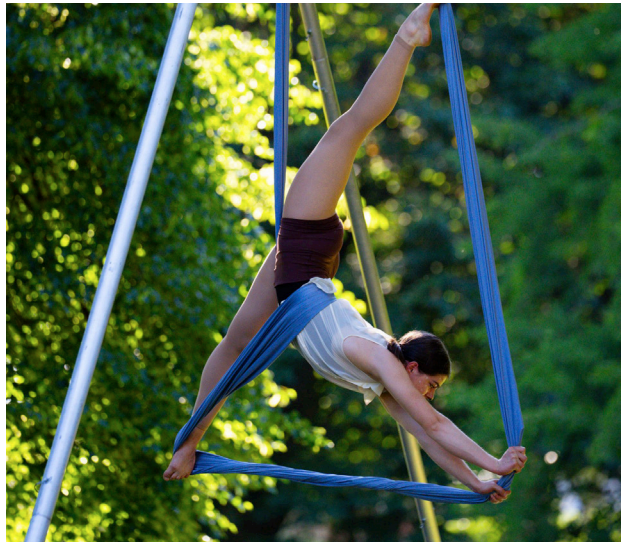
### RECOMMENDED TIMELINE

Phase Three

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### SUGGESTED BUDGET

Scope dependent



# Guidelines for Selection and Implementation

The collection of artworks at Legacy Square should reflect both the diversity of Renton and the city's ambition to elevate the arts. Elevation in this context means not only commissioning impactful, high-quality, permanent artworks, but also creating opportunities for emerging artists, supporting experimentation, and fostering community engagement.

By balancing significant permanent pieces with smaller, temporary, or community-driven projects, the art program can authentically reflect Renton's identity while advancing its cultural profile. Elevating the arts ultimately means inspiring, supporting, and celebrating creativity in all its forms—not just producing monumental works.

All artworks should be:

- Created with professional processes and of the highest quality.
- Selected by a panel representing Renton's diverse community, with members invested in both the park and the arts.
- Culturally appropriate, thoughtfully conceived, and skillfully executed.
- Emphasize Renton's role as a hub for creativity by commissioning a variety of projects that support artists at different stages of their careers.
- Reflect the city's diversity by engaging artists who represent a wide range of voices, backgrounds, and perspectives.
- Supported by realistic budgets and timelines to ensure successful completion.
- Evaluated based on project goals, whether permanent landmark works or temporary experimental installations.
- Ensure artist selection follows established best practices in public art, utilizing RFQs and RFPs where appropriate, and providing fair and transparent compensation for all work.
- Designed with sensitivity to site use, traffic patterns, seasonal changes, maintenance needs, and the potential for graffiti or wear.

**CONTACT**

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[willschlough.com](http://willschlough.com)





## AGREEMENT FOR [CLICK HERE TO ENTER TEXT.](#)

**THIS AGREEMENT**, dated for reference purposes only as [Month XX, XXXX](#), is by and between the City of Renton (the “City”), a Washington municipal corporation, and [Click here to enter text.](#) (“Consultant”), [Click here to enter text.](#) The City and the Consultant are referred to collectively in this Agreement as the “Parties.” Once fully executed by the Parties, this Agreement is effective as of the last date signed by both parties.

1. **Scope of Work:** Consultant agrees to provide [Click here to enter text.](#) as specified in Exhibit [Click here to enter text.](#), which is attached and incorporated herein and may hereinafter be referred to as the “Work.”
2. **Changes in Scope of Work:** The City, without invalidating this Agreement, may order changes to the Work consisting of additions, deletions or modifications. Any such changes to the Work shall be ordered by the City in writing and the Compensation shall be equitably adjusted consistent with the rates set forth in Exhibit [Click here to enter text.](#) or as otherwise mutually agreed by the Parties.
3. **Time of Performance: Consultant shall commence performance of the Agreement** pursuant to the schedule(s) set forth in Exhibit [Click here to enter text.](#). All Work shall be performed by no later than [Click here to enter text.](#).
4. **Compensation:**
  - A. **Amount.** Total compensation to Consultant for Work provided pursuant to this Agreement shall not exceed \$[Click here to enter text.](#), plus any applicable state and local sales taxes. Compensation shall be paid as a flat rate fixed sum based upon Work actually performed according to the rate(s) or amounts specified in Exhibit [Click here to enter text.](#)
  - B. **Method of Payment.** On a monthly or no less than quarterly basis during any quarter in which Work is performed, the Consultant shall submit a voucher or invoice in a form specified by the City, including a description of what Work has been performed, the name of the personnel performing such Work, and any hourly labor charge rate for such personnel. The Consultant shall also submit a final bill upon completion of all Work. Payment shall be made by the City for Work performed within thirty (30) calendar days after receipt and approval by the appropriate City representative of the voucher or invoice. If the Consultant’s performance does not meet the requirements of this Agreement, the Consultant will correct or modify its performance to comply

with the Agreement. The City may withhold payment for work that does not meet the requirements of this Agreement.

- C. Effect of Payment. Payment for any part of the Work shall not constitute a waiver by the City of any remedies it may have against the Consultant for failure of the Consultant to perform the Work or for any breach of this Agreement by the Consultant.
- D. Non-Appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City shall not be obligated to make payments for Work or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining Work for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

**5. Termination:**

- A. The City reserves the right to terminate this Agreement at any time, with or without cause by giving ten (10) calendar days' notice to the Consultant in writing. In the event of such termination or suspension, all finished or unfinished documents, data, studies, worksheets, models and reports, or other material prepared by the Consultant pursuant to this Agreement shall be submitted to the City, if any are required as part of the Work.
- B. In the event this Agreement is terminated by the City, the Consultant shall be entitled to payment for all hours worked to the effective date of termination, less all payments previously made. If the Agreement is terminated by the City after partial performance of Work for which the agreed compensation is a fixed fee, the City shall pay the Consultant an equitable share of the fixed fee. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and such charges due to the City shall be deducted from the final payment due the Consultant. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.

- 6. Warranties And Right To Use Work Product:** Consultant represents and warrants that Consultant will perform all Work identified in this Agreement in a professional and workmanlike manner and in accordance with all reasonable and professional standards and laws. Compliance with professional standards includes, as applicable, performing the Work in compliance with applicable City standards or guidelines (e.g. design criteria and Standard Plans for Road, Bridge and Municipal Construction). Professional engineers shall certify engineering plans, specifications, plats, and reports, as applicable, pursuant to RCW 18.43.070. Consultant further represents and warrants that all final work product



created for and delivered to the City pursuant to this Agreement shall be the original work of the Consultant and free from any intellectual property encumbrance which would restrict the City from using the work product. Consultant grants to the City a non-exclusive, perpetual right and license to use, reproduce, distribute, adapt, modify, and display all final work product produced pursuant to this Agreement. The City's or other's adaptation, modification or use of the final work products other than for the purposes of this Agreement shall be without liability to the Consultant. The provisions of this section shall survive the expiration or termination of this Agreement.

7. **Record Maintenance:** The Consultant shall maintain accounts and records, which properly reflect all direct and indirect costs expended and Work provided in the performance of this Agreement and retain such records for as long as may be required by applicable Washington State records retention laws, but in any event no less than six years after the termination of this Agreement. The Consultant agrees to provide access to and copies of any records related to this Agreement as required by the City to audit expenditures and charges and/or to comply with the Washington State Public Records Act (Chapter 42.56 RCW). The provisions of this section shall survive the expiration or termination of this Agreement.
8. **Public Records Compliance:** To the full extent the City determines necessary to comply with the Washington State Public Records Act, Consultant shall make a due diligent search of all records in its possession or control relating to this Agreement and the Work, including, but not limited to, e-mail, correspondence, notes, saved telephone messages, recordings, photos, or drawings and provide them to the City for production. In the event Consultant believes said records need to be protected from disclosure, it may, at Consultant's own expense, seek judicial protection. Consultant shall indemnify, defend, and hold harmless the City for all costs, including attorneys' fees, attendant to any claim or litigation related to a Public Records Act request for which Consultant has responsive records and for which Consultant has withheld records or information contained therein, or not provided them to the City in a timely manner. Consultant shall produce for distribution any and all records responsive to the Public Records Act request in a timely manner, unless those records are protected by court order. The provisions of this section shall survive the expiration or termination of this Agreement.
9. **Independent Contractor Relationship:**
  - A. The Consultant is retained by the City only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between the Consultant and the City during the period of the Work shall be that of an independent contractor, not employee. The Consultant, not the City, shall have the power to control and direct the details, manner or means of Work. Specifically, but not by means of limitation, the Consultant shall have no obligation to work any particular hours or particular schedule, unless otherwise indicated in the Scope of Work or where scheduling of



attendance or performance is mutually arranged due to the nature of the Work. Consultant shall retain the right to designate the means of performing the Work covered by this agreement, and the Consultant shall be entitled to employ other workers at such compensation and such other conditions as it may deem proper, provided, however, that any contract so made by the Consultant is to be paid by it alone, and that employing such workers, it is acting individually and not as an agent for the City.

- B. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to Consultant or any employee of the Consultant.
- C. If the Consultant is a sole proprietorship or if this Agreement is with an individual, the Consultant agrees to notify the City and complete any required form if the Consultant retired under a State of Washington retirement system and agrees to indemnify any losses the City may sustain through the Consultant's failure to do so.

- 10. Hold Harmless:** The Consultant agrees to release, indemnify, defend, and hold harmless the City, elected officials, employees, officers, representatives, and volunteers from any and all claims, demands, actions, suits, causes of action, arbitrations, mediations, proceedings, judgments, awards, injuries, damages, liabilities, taxes, losses, fines, fees, penalties, expenses, attorney's or attorneys' fees, costs, and/or litigation expenses to or by any and all persons or entities, arising from, resulting from, or related to the negligent acts, errors or omissions of the Consultant in its performance of this Agreement or a breach of this Agreement by Consultant, except for that portion of the claims caused by the City's sole negligence.

Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, (Validity of agreement to indemnify against liability for negligence relative to construction, alteration, improvement, etc., of structure or improvement attached to real estate...) then, 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 Consultant and the City, its officers, officials, employees and volunteers, Consultant's liability shall be only to the extent of Consultant's negligence.

It is further specifically and expressly understood that the indemnification provided in this Agreement constitute Consultant's waiver of immunity under the Industrial Insurance Act, RCW Title 51, solely for the purposes of this indemnification. The Parties have mutually negotiated and agreed to this waiver. The provisions of this section shall survive the expiration or termination of this Agreement.



11. **Gifts and Conflicts:** The City's Code of Ethics and Washington State law prohibit City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with the City's Code of Ethics and state law, the Consultant shall not give a gift of any kind to City employees or officials. Consultant also confirms that Consultant does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in selecting the Consultant, negotiating or administering this Agreement, or evaluating the Consultant's performance of the Work.

12. **City of Renton Business License:** Unless exempted by the Renton Municipal Code, Consultant shall obtain a City of Renton Business License prior to performing any Work and maintain the business license in good standing throughout the term of this agreement with the City.

Information regarding acquiring a city business license can be found at:

<https://www.rentonwa.gov/Tax>

Information regarding State business licensing requirements can be found at:

<https://dor.wa.gov/doing-business/register-my-business>

13. **Insurance:** Consultant shall secure and maintain:

A. Commercial general liability insurance in the minimum amounts of \$1,000,000 for each occurrence/\$2,000,000 aggregate for the Term of this Agreement.

B. In the event that Work delivered pursuant to this Agreement either directly or indirectly involve or require Professional Services, Professional Liability, Errors and Omissions coverage shall be provided with minimum limits of \$1,000,000 per occurrence. "Professional Services", for the purpose of this section, shall mean any Work provided by a licensed professional or Work that requires a professional standard of care.

C. Workers' compensation coverage, as required by the Industrial Insurance laws of the State of Washington, shall also be secured.

D. Commercial Automobile Liability for owned, leased, hired or non-owned, leased, hired or non-owned, with minimum limits of \$1,000,000 per occurrence combined single limit, if there will be any use of Consultant's vehicles on the City's Premises by or on behalf of the City, beyond normal commutes.

E. Consultant shall name the City as an Additional Insured on its commercial general liability policy on a non-contributory primary basis. The City's insurance policies shall not be a source for payment of any Consultant liability, nor shall the maintenance of



any insurance required by this Agreement be construed to limit the liability of Consultant to the coverage provided by such insurance or otherwise limit the City's recourse to any remedy available at law or in equity.

- F. Subject to the City's review and acceptance, a certificate of insurance showing the proper endorsements, shall be delivered to the City before performing the Work.
  - G. Consultant shall provide the City with written notice of any policy cancellation, within two (2) business days of their receipt of such notice.
14. **Delays:** Consultant is not responsible for delays caused by factors beyond the Consultant's reasonable control. When such delays beyond the Consultant's reasonable control occur, the City agrees the Consultant is not responsible for damages, nor shall the Consultant be deemed to be in default of the Agreement.
15. **Successors and Assigns:** Neither the City nor the Consultant shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.
16. **Notices:** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by nationally recognized overnight courier service. Time period for notices shall be deemed to have commenced upon the date of receipt, EXCEPT facsimile delivery will be deemed to have commenced on the first business day following transmission. Email and telephone may be used for purposes of administering the Agreement, but should not be used to give any formal notice required by the Agreement.

**CITY OF RENTON**

Project Manager Name  
1055 South Grady Way  
Renton, WA 98057  
Phone: (425) 430-XXXXXXX  
E-mail Address  
Fax: (425) 430-XXXXXXX

**CONSULTANT**

Project Manager Name  
Street Address  
City, State Zip  
Phone: (XXX) XXX-XXXX  
E-mail Address  
Fax: (XXX) XXX-XXXX

17. **Discrimination Prohibited:** Except to the extent permitted by a bona fide occupational qualification, the Consultant agrees as follows:
- A. Consultant, and Consultant's agents, employees, representatives, and volunteers with regard to the Work performed or to be performed under this Agreement, shall not discriminate on the basis of race, color, sex, religion, nationality, creed, marital



status, sexual orientation or preference, age (except minimum age and retirement provisions), honorably discharged veteran or military status, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification in relationship to hiring and employment, in employment or application for employment, the administration of the delivery of Work or any other benefits under this Agreement, or procurement of materials or supplies.

- B. The Consultant will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, national origin, sex, age, sexual orientation, physical, sensory or mental handicaps, or marital status. Such action shall include, but not be limited to the following employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training.
- C. If the Consultant fails to comply with any of this Agreement's non-discrimination provisions, the City shall have the right, at its option, to cancel the Agreement in whole or in part.
- D. The Consultant is responsible to be aware of and in compliance with all federal, state and local laws and regulations that may affect the satisfactory completion of the project, which includes but is not limited to fair labor laws, worker's compensation, and Title VI of the Federal Civil Rights Act of 1964, and will comply with City of Renton Council Resolution Number 4085.

**18. Miscellaneous:** The parties hereby acknowledge:

- A. The City is not responsible to train or provide training for Consultant.
- B. Consultant will not be reimbursed for job related expenses except to the extent specifically agreed within the attached exhibits.
- C. Consultant shall furnish all tools and/or materials necessary to perform the Work except to the extent specifically agreed within the attached exhibits.
- D. In the event special training, licensing, or certification is required for Consultant to provide Work he/she will acquire or maintain such at his/her own expense and, if Consultant employs, sub-contracts, or otherwise assigns the responsibility to perform the Work, said employee/sub-contractor/assignee will acquire and or maintain such training, licensing, or certification.
- E. This is a non-exclusive agreement and Consultant is free to provide his/her Work to other entities, so long as there is no interruption or interference with the provision of Work called for in this Agreement.



- F. Consultant is responsible for his/her own insurance, including, but not limited to health insurance.
- G. Consultant is responsible for his/her own Worker's Compensation coverage as well as that for any persons employed by the Consultant.

**19. Other Provisions:**

- A. Approval Authority. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the City or Consultant.
- B. General Administration and Management. The City's project manager is **Enter name of Contract/Project Manager**. In providing Work, Consultant shall coordinate with the City's contract manager or his/her designee.
- C. Amendment and Modification. This Agreement may be amended only by an instrument in writing, duly executed by both Parties.
- D. Conflicts. In the event of any inconsistencies between Consultant proposals and this Agreement, the terms of this Agreement shall prevail. Any exhibits/attachments to this Agreement are incorporated by reference only to the extent of the purpose for which they are referenced within this Agreement. To the extent a Consultant prepared exhibit conflicts with the terms in the body of this Agreement or contains terms that are extraneous to the purpose for which it is referenced, the terms in the body of this Agreement shall prevail and the extraneous terms shall not be incorporated herein.
- E. Governing Law. This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington and the City of Renton. Consultant and all of the Consultant's employees shall perform the Work in accordance with all applicable federal, state, county and city laws, codes and ordinances.
- F. Joint Drafting Effort. This Agreement shall be considered for all purposes as prepared by the joint efforts of the Parties and shall not be construed against one party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution.
- G. Jurisdiction and Venue. Any lawsuit or legal action brought by any party to enforce or interpret this Agreement or any of its terms or covenants shall be brought in the King County Superior Court for the State of Washington at the Maleng Regional Justice



Center in Kent, King County, Washington, or its replacement or successor. Consultant hereby expressly consents to the personal and exclusive jurisdiction and venue of such court even if Consultant is a foreign corporation not registered with the State of Washington.

- H. Severability. A court of competent jurisdiction's determination that any provision or part of this Agreement is illegal or unenforceable shall not cancel or invalidate the remainder of this Agreement, which shall remain in full force and effect.
- I. Sole and Entire Agreement. This Agreement contains the entire agreement of the Parties and any representations or understandings, whether oral or written, not incorporated are excluded.
- J. Time is of the Essence. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Work is essential to the Consultant's performance of this Agreement.
- K. Third-Party Beneficiaries. Nothing in this Agreement is intended to, nor shall be construed to give any rights or benefits in the Agreement to anyone other than the Parties, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Parties and no one else.
- L. Binding Effect. The Parties each bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of the Agreement.
- M. Waivers. All waivers shall be in writing and signed by the waiving party. Either party's failure to enforce any provision of this Agreement shall not be a waiver and shall not prevent either the City or Consultant from enforcing that provision or any other provision of this Agreement in the future. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any prior or subsequent breach unless it is expressly waived in writing.
- N. Counterparts. The Parties may execute this Agreement in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

**IN WITNESS WHEREOF**, the Parties have voluntarily entered into this Agreement as of the date last signed by the Parties below.



**CITY OF RENTON**

**CONSULTANT**

By: \_\_\_\_\_  
Enter Signer's Name  
Enter Signer's Title

By: \_\_\_\_\_  
Enter Signer's Name  
Enter Signer's Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attest

\_\_\_\_\_  
Jason A. Seth  
City Clerk

Approved as to Legal Form

By: \_\_\_\_\_  
Enter City Attorney Name  
Enter City Attorney Title

Contract Template Updated 5/21/2021

SAMPLE

