



**ARTISTIC SERVICES AGREEMENT**  
**Fire Station 21 Public Art**  
**Fire Station 21 Renovation – PSC 3004 000**

The City of Kirkland, Washington, a municipal corporation ("City") Engineered Artworks LLC, whose address is 4925 Seaport Ave. Richmond, CA 94804 ("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 A 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 \$66,120.00, as detailed in Attachment A.
- 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 A.
- 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 Senior Project Engineer 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 June 30, 2025.

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 minimis 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:

Sean Orlando  
Sean Orlando (Feb 28, 2024 15:38 PST)  
\_\_\_\_\_  
Signature  
Sean Orlando  
\_\_\_\_\_  
Printed Name  
Artist  
\_\_\_\_\_  
Title  
Feb 28, 2024  
\_\_\_\_\_  
Date

CITY OF KIRKLAND:

Julie Underwood  
Julie Underwood (Mar 13, 2024 16:45 PDT)  
\_\_\_\_\_  
Signature  
Julie Underwood  
\_\_\_\_\_  
Printed Name  
Deputy City Manager of Operations  
\_\_\_\_\_  
Title  
Mar 13, 2024  
\_\_\_\_\_  
Date

**Artwork for Fire Station 21**

Artist: Engineered Artworks LLC (Sean Orlando)

06 February 2024

**Artwork Description:**

*This concept imagines the diverse identities that make up the neighborhoods surrounding Kirkland Fire Station 21, as well as the firefighters who work within the station, as individual strands entwined and twisting upward and outward. In warm, flame-like colors, each contributes to a colorful, growing surge. Made up of twisting metal tubes, spiraling in a vertical motion, these components are styled as firehoses and topped by different nozzle forms, inspired by the variety of brass nozzles used with fire hoses. The combined vibrant parts create a joyful and recognizable beacon sculpture situated at the Station entrance. This sculpture symbolizes the Station as a welcoming and integral part of the community, with first responders who are alert and active throughout the day and night in order to ensure the safety and wellbeing of all residents.*

*At approximately 8' height and 4' width, and fabricated of durably coated metals, this work is easily maintained and safe for public interaction. There is a possibility of evening illumination via up-lighting LEDs embedded in the columnar base, which would create a bright evening beacon that may serve as a way-finding element. The elements of this sculpture, including shape, color, and firehose details, may be refined or revised according to collaboration with first responders and other neighborhood representatives. Referencing the exhilarating physical manifestations of flames, spray, and firehoses, our concept celebrates the varied and vital work of Fire Station 21's first responders.*

**1. PHASE 1 DESIGN – CONTRACT SIGNING**

**February 2024** (NOTE: Schedule assumes contract executed in February of 2024)

Phase 1 Fees & Expenses: \$10,000

Coordination: The following tasks include ongoing project management and communications and meetings with the City of Kirkland, and stakeholders from the Kirkland Fire Department, Kirkland Arts Commission, and other community stakeholders as needed.

Travel: One trip to Kirkland is estimated in Phase 1. Travel expenses are included in the fee above.

**1A: CONCEPTUAL DESIGN DEVELOPMENT & PRELIMINARY ENGINEERING**

**February 2024 – March 2024**

Fees & Expenses: \$5,000

- Develop concept design of sculpture
- Preliminary structural engineering of sculpture to identify a proposed footing
- Coordinate with vendors for cost-effective materials and methods
- Update artwork budget based on discussions with Vendors

Deliverables: PDF with dimensioned plans, elevations, including preliminary artwork attachment details; preliminary engineering analysis of sculpture and loads; revised renderings; updated artwork budget.



## **1B: ARTWORK INTEGRATION**

***March 2024***

Fees & Expenses: \$5,000

- Collaborate with the Kirkland Fire Department on location and integration of sculpture.
- Collaborate and coordinate with City of Kirkland, and stakeholders from the Kirkland Fire Department, Kirkland Arts Commission, and other community stakeholders as needed to create text and graphics
- Address any ADA, mobility, safety, and access issues
- Coordinate with design team on electrical access and lighting location
- Provide power and data requirements to incorporate art lighting needs into project electrical drawings
- Coordinate with City of Kirkland on timing of artwork installation in conjunction with other construction

## **1C: DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS**

***March 2024 – May 2024***

Fees & Expenses: \$5,000

- Coordinate with structural engineer and vendors on materials and methods
- Finalize design of all artwork elements.
- Finalize design of lighting with electrical details, equipment & requirements
- Create construction drawings with call out specifications on drawings for fabrication and installation
- Finalize and stamp final structural footing engineering documents for artwork.
- Finalize artwork budget
- Design artwork plaque

Deliverables: PDF with final plans, elevations, sections, and details; stamped engineering documents; updated art budget

## **PHASE 2 FABRICATION**

***May 2024 – July 2024***

Phase 2 Fees & Expenses: \$25,000

- Review shop drawings
- Fabricate sculpture and components
- Paint sculpture and components

## **PHASE 3 INSTALLATION, TAXES, OPENING CELEBRATION & FINAL DOCUMENTS**

***December 2024*** (exact dates TBD)

Installation Fees & Expenses: \$5,000

Contingency: \$5,000

Taxes: \$6,120

- Coordinate with City of Kirkland
- Prepare site for installation
- Pack, ship, and receive sculpture at site
- Install sculpture
- Install lighting and connect and test electrical
- Participate in community opening event
- Provide day and night photographs of artwork
- Produce final maintenance plan

<b>KIRKLAND FIRE STATION 21 ART SCOPE &amp; FEES</b>		
Phase	Description	Amount
1	Contract Signing	\$ 10,000
1A	Conceptual Design Development	\$ 5,000
1B	Artwork Integration	\$ 5,000
1C	Final Design Development & Construction Documents	\$ 5,000
2	Fabrication	\$ 25,000
3	Installation, Celebration, and Final Documents	\$ 5,000
3	*Contingency	\$ 5,000
3	Taxes (10.2%)	\$ 6,120
	<b>Total</b>	<b>\$ 66,120</b>

\*Contingency can only be utilized upon owner-approval.





*Vintage firehose nozzles will be welded onto each individual metal tube of the sculpture.*










# Engineered Artworks, LLC - Fire Station 21 Public Art - 32400073


Final Audit Report

2024-03-15

Created:	2024-02-28
By:	Joey Vander Vaart (JVanderVaart@kirklandwa.gov)
Status:	Signed
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 Agreement completed.

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