



ARTISTIC SERVICES AGREEMENT
Fire Station 26 Public Art
Fire Station 26 Renovation Project (PSC 3006 000)



This Agreement is entered into between the City of Kirkland, Washington, a municipal corporation ("City") and Creative Lou, LLC, whose address is 9310 57th Avenue, Seattle, WA 98118 ("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 \$65,100, 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. The City is prohibited from materially altering the artwork in a way that would compromise the artistic intent, except for reasonable repairs and maintenance. However, should the City materially alter the artwork without removing it, the City shall attempt to contact the Artist and the Artist has the right to remove their name from the artwork.
- C. Reasonable Repairs and Maintenance: That City has the right to remove the artwork. While the City currently intends to ensure the artwork's longevity and maintenance, the City is under no obligation to perform any maintenance or repairs of the artwork. The artist agrees that the City will not be required to follow a public art deaccession process for this artwork. The City's needs to provide a safe walking path for the community and maintenance, repair, or replacement of the pathway will take priority over preserving the artwork. If the artwork must be removed, it will be removed in its entirety.

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 December 31, 2024.

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:

CITY OF KIRKLAND:

Signature:  _____
Damon Brown (Aug 19, 2024 09:49 PDT)

Signature:  _____
Truc Dever (Aug 19, 2024 10:19 PDT)

Printed Name: Damon Brown

Printed Name: Truc Dever

Title: Owner

Title: Public Works Director

Date: Aug 19, 2024

Date: Aug 19, 2024

Streets of Service • Artwork for Fire Station 26

Artist : Damon Brown aka Creative Lou LLC

Artwork Description:

Community Harmony art installation encapsulates the essence of the Kirkland Fire Department, serving as a beacon of hope, a symbol of resiliency, and a testament to the unwavering positivity and inclusivity that the department brings to the community. This art installation will be a visual reminder of the department's commitment to providing safety, stability, and support, ensuring that Kirkland remains a thriving, inclusive, and secure place for all its residents.

Community Harmony art mural installation will be 4 color 88 ft x 8ft and comprised of preformed thermoplastic pieces stretching the mural to 143 ft x 8ft. This product is engineered to provide optimal performance and lasting value, extending the mural's life. The product is ISO-certified, ensuring consistent thickness and composition to meet specifications, and is formulated with the highest quality resin, binder, aggregate, glass bead, and pigment systems. This product is made for streets, reinstatement road markings, car parks, cycleways, art installations, shopping centers, schools, business parks, and more — especially at intersections with heavy traffic where durability and proven performance are necessary.

PHASE 1 DESIGN – CONTRACT SIGNING***July 2024***

Phase 1 Fees & Expenses: \$10,000

Coordination: The following tasks include ongoing project management and communications and meetings with the design team, 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***June 2024***

Fees & Expenses: \$2,500

- Develop concept design of graphic elements
- Preliminary review of graphic elements
- Coordinate with fabricators and vendors for cost-effective materials and methods
- Update artwork budget based on discussions with fabricators

Deliverables: PDF with dimensioned plans of graphic elements

1B: ARTWORK INTEGRATION***July 2024***

Fees & Expenses: \$2,500

- Collaborate with design team on location and integration graphic elements into landscape.
- Collaborate and coordinate with design team, 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 (and Contractor) on timing of artwork installation in conjunction with other construction

Deliverables: Artists overlays on design team's drawings as needed to convey intent & collaborate on design solutions; sketches and diagrams as needed.

1C: DESIGN DEVELOPMENT, FINAL DESIGN & CONSTRUCTION DOCUMENTS

July-August 2024

Fees & Expenses: \$5,000

- Finalize graphic elements
- Coordinate with structural engineer, fabricators, and vendors on materials and methods
- Update artwork budget based on DD level estimates by fabricators & installers
- Finalize design of all artwork graphic elements.
- Create construction drawings with call out specifications on to scale drawings for fabrication and installation
- Finalize bids and quotes for fabrication & installation

Deliverables: Updated PDF with dimensioned plans, final graphic elements, elevations, sections, attachment details, fabrication details, electrical equipment diagram; updated art budget; specifications of lighting equipment; photos of mock-ups and material samples.

PHASE 2 FABRICATION, INSTALLATION & FINAL DOCUMENTATION

July-August 2024

Coordination: The following tasks include ongoing project management and communications and meetings with the design team, City of Kirkland, contractor, and community stakeholders as needed.

Travel: Travel to Kirkland for coordination, installation, and an opening event, and travel to fabricator for review of fabrication.

2A MATERIALS & SUBCONTRACTOR DOWNPAYMENTS

July 2024

Fees & Expenses: \$15,000

- Reconfirm costs (if delay before fabrication begins)
- Create and execute fabricator, installer, and other subcontractor agreements
- Order graphic elements materials
- Provide physical samples to client for approval

2B FABRICATION

August 2024

Fees & Expenses: \$5,000

- Review fabricator's shop drawings
- Fabricate graphic elements components
- Review graphic elements while in progress

2C INSTALLATION, OPENING CELEBRATION & FINAL DOCUMENTS

Late August – Early September 2024 (exact dates TBD)

Fees & Expenses: \$15,000

- Coordinate with Contractor & Client to confirm closure dates of sidewalk
- Coordinate with Parks Dept. on timing of installation of approved barrier system for pathway and any permitting needed
- Prepare site for installation
- Pack, ship, and receive graphic elements at site

- Install graphic elements
- Participate in community opening event

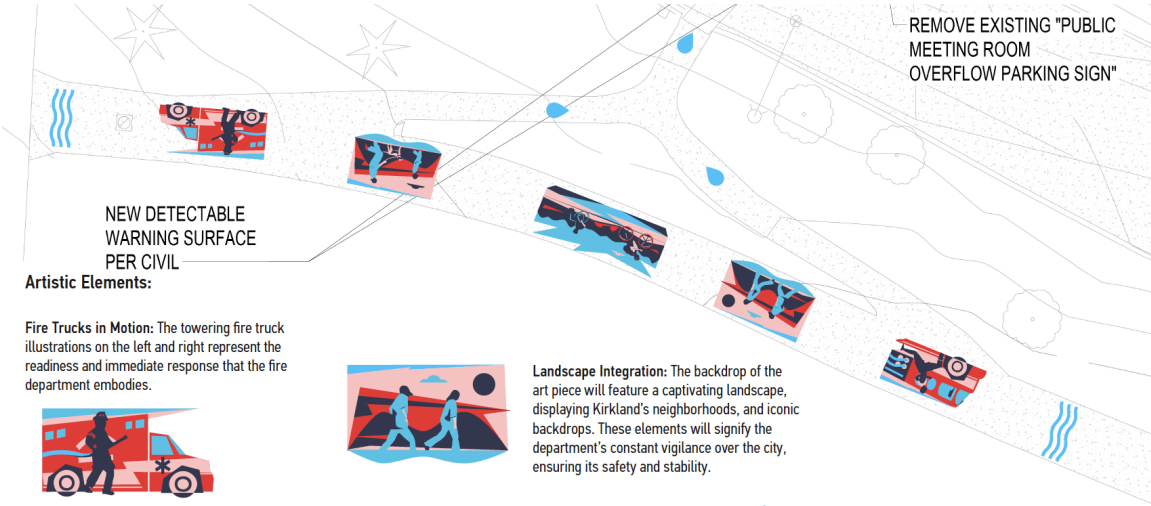
KIRKLAND FIRE STATION 26 ART SCOPE & FEES		
Phase	Description	Amount
1	Contract signing	\$ 10,000.00
1A	Conceptual DD & Prelim Engineering	\$ 2,500.00
1B	Artwork Integration	\$ 2,500.00
1C	Design Development & Construction Documents	\$ 5,000.00
2A	Materials & Subcontractor Payments	\$ 15,000.00
2B	Fabrication	\$ 5,000.00
2C	Installation, Celebration, and Final Documents	\$ 15,000.00
3	*Contingency	\$ 4,020.85
3	Taxes (10.3%)	\$ 6,079.15
	total	\$ 65,100.00

*Contingency can only be utilized upon owner-approval.

COMMUNITY HARMONY

Kirkland Fire Department 26
Art Installation Proposal

REPRESENTATIVE COMPONENTS



NEW DETECTABLE
WARNING SURFACE
PER CIVIL

Artistic Elements:

Fire Trucks in Motion: The towering fire truck illustrations on the left and right represent the readiness and immediate response that the fire department embodies.



Water: Flowing water elements throughout the mural symbolize the fire department's life-saving role and represent the department's capacity to douse flames and protect the community from harm.



Landscape Integration: The backdrop of the art piece will feature a captivating landscape, displaying Kirkland's neighborhoods, and iconic backdrops. These elements will signify the department's constant vigilance over the city, ensuring its safety and stability.



Community Engagement: The figures of community members will be found throughout the mural, engaged in various activities that demonstrate Kirkland's spirit of unity and togetherness. All while representing the sense of security that the fire department provides, allowing residents to lead vibrant lives.



Colors

Color reinforces the vibrant, progressive and diverse neighborhood

