

**Erratic Art Relocation
Art Contract with John Fleming**

The following Exhibits referenced in the contract are included:

Exhibit A – Scope

Attachment A – Current and New Sites for Erratic

Attachment B – Current Location & Site Design

Attachment C – New Location for Erratic (Gilman Landing)

Attachment D – Preliminary Reconstruction Plan

Attachment E – Preliminary Disassembly Plan

Exhibit B - Schedule

Exhibit C - Payment

Exhibit D – Subcontractors

Exhibit E – Artistic Services Agreement Clause

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General Services Agreement, Non-Public Work
City of Redmond, standard form**

This agreement is made between the City of Redmond, Washington (hereinafter referred to as the “CITY”) and John Fleming (the “ARTIST”). The ARTIST will design, deconstruct, and re-construct and install Redmond’s Erratic along Redmond Central Connector through collaboration with the design team and city staff. In 2012, the ARTIST completed Redmond’s Erratic (Artwork) as part of the Redmond Central Connector Phase I and in honor of Redmond’s Centennial. The existing site is located at the southwest corner of 166th Ave NE and Cleveland St, as shown in **Attachment A**. The existing site also included concrete landscape elements (ties), steel railroad rails, crushed gravel plaza and landscaping, per **Attachment B**. The artwork is generally constructed of welded steel railroad plates, angle steel, rock, and glass panels over LED lighting. A power cabinet for the LED lighting is located on the existing site and is connected to power in the adjacent CITY street light pole.

This artwork was designed and installed outside of the transit easement with Sound Transit. However, as the Sound Transit Eastlink project evolved, the station was moved to the location of the Erratic and the City and Sound Transit agreed that Redmond’s Erratic must be moved to accommodate the construction of the Downtown light rail station. The City, Artist, and Sound Transit agreed to move the Erratic to the northeast corner of Leary Way and NE 76th Street, a parcel referred to as Gilman Landing. Please see **Attachment A** for a map of the current and new sites and **Attachment C** for a detailed view of new site. The Artwork will be incorporated into the site plan, electrical plan, lighting plan, and landscaping provided in the conceptual plan provided in **Attachment D**.

Sound Transit agreed to reimburse the City for the relocation of the artwork. Therefore, the City of Redmond is administering the contracts to move the artwork. The City is retaining the original artist, John Fleming, to relocate the artwork under this agreement. Jacobs Engineering is also retained under a separate contract by the City to design and prepare the new site for the art installation.

The ARTIST will perform all services and provide all items as identified below and complete all other tasks outlined below by the project completion date of **December 31, 2020**. The Sound Transit deadline to vacate the existing site is March 31, 2020; therefore, the Erratic and any other items to be salvaged from the existing site will be removed from the current site **before March 20, 2020**. The complete schedule is provided in **Exhibit B** and budget and payment schedule in **Exhibit C**.

EXHIBIT A SCOPE OF WORK

A. PROJECT SCOPE

The ARTIST will lead the disassembly, transport, reconstruction and installation of Redmond's Erratic, and manage any art-specific subcontractors. The ARTIST will supply all materials needed for the artwork, including replacement needed for any reason and new materials such as structural steel, glass, LED lighting, additional/ replacement rock. The ARTIST will legally dispose of all components of the artwork and related materials not used such as rock, glass, steel, lighting.

A1. Initial Design Development

Design Meeting: The ARTIST will meet with members of the design team to review the Conceptual Design, (Attachments A-E) for review, discussion and/or approval.

A2. 50% Design

Artist (in collaboration with other design professionals as appropriate) shall submit to Client a 50% Design for the Artwork. This submittal shall include information sufficient to describe the Artwork in detail, including but not limited to:

- Dimensioned drawings such as plan(s), section(s), elevation(s), site plans
- Structural considerations including:
 - The final calculated weights of the artwork pieces and maximum slope for the final grades under the artwork.
 - Professionally designed and stamped structural calculations for the artwork support structure, included welding special inspection criteria.
- Preliminary sub-consultant reports as appropriate, such as structural, lighting, electrical, engineers/consultants.
 - The ARTIST will move the power cabinet and any associated materials from the lighting system to be salvaged to the Gilman Landing site. The lighting system point of connection between the City contractor's work and the ARTIST's work is five feet west of the artwork.
 - Once power is supplied to the lighting system by the City's contractor, the ARTIST will start-up and test the lighting system and assure all programing is functioning correctly.
- The ARTIST will develop a staging plan and disassembly plan that addresses vehicles and equipment to be used, access to the site, parking, removal of all artwork and associated elements to be salvaged from the current site at the southwest corner of 166th Ave NE and Cleveland Street (e.g. railroad ties, trees, signage that are related to the artwork and to be reused). The City will review this plan and approve use of any areas

outside the existing site, such as the parking lot west of the existing site. A preliminary plan for disassembly is shown in **Attachment E**.

A3. 90% Design

The ARTIST (in collaboration with other design professionals, as appropriate) shall submit to Client a 90% Design for the Artwork. This submittal shall include information sufficient to describe the Artwork in detail and should be a refinement of the 50% design submittal based on review comments and feedback. The 90% submittal should include but not be limited to:

- Dimensioned drawings such as plan(s), section(s), elevation(s), site plans, materials and samples, and staging plan
- 90% sub-consultant reports as appropriate, such as structural, lighting, electrical, engineers/consultants
- Refined installation schedule

A4. Construction Documents/Final Design

The ARTIST (in collaboration with other design professionals as appropriate) shall submit to Client a set of Construction Documents detailing every physical feature of the deconstruction and relocation of the Artwork and its integration with the Site. Construction Documents include:

- Detailed drawings to meet standards specified by Client
- Material samples
- Final consultant reports/drawings/specifications where appropriate
- Final disassembly, relocation, and installation budget
- Final disassembly, relocation, and installation schedule
- Final disassembly, relocation, and installation narrative
- Coordinate with the CITY'S contractor for input into traffic control plans for both sites, access, staging and other needs at the Gilman Landing site, and coordination of work at both sites. The ARTIST will provide traffic control until the CITY's contractor begins work, estimated in January 2020. After such time, traffic control can be provided at both sites by the CITY's contractor. The ARTIST will provide schedules for on-site work and traffic control impacts to the CITY to assist with community outreach and Traffic Alerts.
- Long term maintenance plan for Artwork

A5. Initial Mobilization

- ARTIST shall visit the current and new sites to review and confirm disassembly and site preparation requirements.
- ARTIST shall purchase material for the internal frame and provide the City with proof of purchase.
- ARTIST shall provide updated schedule for disassembly, relocation, and installation
- for City review.

A6. 50% Disassembly

- The ARTIST shall provide the City with images and documentation of the disassembly in process.
- The ARTIST shall provide a written updated schedule for disassembly, relocation, and installation for City review.

A7. 100% Disassembly

- The ARTIST shall provide the City with images and/or site review to confirm and approve completion of the disassembly in process.
- The ARTIST shall provide a written updated schedule for disassembly, relocation, and installation for City review.
- The Erratic and any other items to be salvaged from the existing site will be removed **before March 20, 2020** to provide time for site restoration and fencing removal by the CITY'S contractor.

A8. Relocation of Artwork

- The ARTIST and the CITY shall review completion of the relocation (transport) of all parts to new (Gilman Landing) site.
- The ARTIST and CITY shall review the vacation of 166th Ave. NE site.

A9. 50% Installation

- All steel wedge shapes with internal frames reassembled on new site.
- Artist shall join the City for site review.

A10. 75% Installation

- All steel wedge shapes filled with rock and top railroad plates field welded to tops.
- New aluminum reflective panels and lighting system installed.
- The ARTIST shall join the CITY for site review.

A11. 100% Installation

- Test and program lighting system and reinstallation of glass panels.

A12. Final Inspection

- The ARTIST shall join the CITY in a final on-site review of the Artwork to ensure that all punch list items have been completed.

A13. City Responsibilities:

- The CITY will provide staging at the existing site in the parking lot west of the existing site, temporary fencing at both sites, restoration as needed at the existing site, and traffic control for both sites after the contractor is under contract.
- The CITY will provide personnel parking. The ARTIST will coordinate with the CITY and the CITY'S contractor for use of this parking area.
- The CITY will provide subgrade suitable for the weight of the artwork based on the structural information provided by the artist and their structural team, ADA gravel path to the artwork, installation of the artwork lighting cabinet, concrete base for the cabinet as needed, power for the artwork lighting cabinet, and power to the artwork point of connection is five feet west of the artwork at the Gilman Landing site.
- The CITY will relocate the art plaque or provide a new plaque. The CITY's contractor will remove and relocate some or all of the steel railroad ties.
- The CITY will store surplus materials for the existing site that cannot be incorporated into the new project at this time. These materials may be used for a future artwork or landscape installation by the CITY.
- The CITY will maintain the artwork post-installation for the long-term.

EXHIBIT B
SCHEDULE

All work in **Exhibit A** shall be performed, and deliverables provided according to the following schedule. By mutual agreement, dates may be changed due to changes in the PROJECT schedule.

Task	Milestone
Initial Design Development	September 2019
50% Design	October 2019
90% Design	November 2019
Construction Documents / Final Design	December 2019
Initial Mobilization	January 2020
50% Disassembly	February 2020
100% Disassembly	March 22, 2020
Relocation of Artwork	March 25, 2020
50% Installation	April 3, 2020
75% Installation	April 17, 2020
100% Installation	April 30, 2020
Final Inspection	May 1, 2020

EXHIBIT C
Payment Schedule

The ARTIST budget reflects the Scope in **Exhibit A** with an emphasis on the disassembly, design, staging, relocation, and construction of the artwork.

1. TOTAL PAYMENT TO ARTIST

The maximum amount the City will pay for all ARTIST services and products provided under this Agreement, including reimbursement for authorized and documented direct expenses, all applicable taxes, including Washington State sales and excise taxes, local and federal taxes, shall not exceed the amount below. The breakdown of this payment is shown below:

Table A – Hourly Rates

Person	Role	Hourly Rate
John Fleming	ARTIST	\$100

Table B – Budget by Task

Task	Budget
Initial Design Development	\$2,000
50% Design	\$4,000
90% Design	\$4,000
Construction Documents / Final Design	\$5,000
Initial Mobilization	\$20,700
50% Disassembly	\$20,700
100% Disassembly	\$20,700
Relocation of Artwork	\$20,700
50% Installation	\$20,700
75% Installation	\$20,700
100% Installation	\$20,700
Final Inspection	\$6,505
TOTAL	\$166,405

2. PROCESS FOR PAYMENT OF TAXES

The ARTIST is responsible for paying all City, State and Federal taxes, including Washington State sales and excise taxes, and all other taxes which are applicable to the artwork design, disassembly and construction contemplated herein.

The ARTIST shall submit progress reports with invoices according to the tasks listed above for work performed along with any deliverables required in that task per Exhibit A. Backup documentation to support payment shall also be submitted such as invoices for materials, subconsultant and subcontract invoices, and other expense receipts. Payment

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terms shall be per subconsultant agreement with the City of Redmond and paid within 30 days of invoice date. Submit invoices to:

Lisa Singer
MS 1NPW
City of Redmond
PO Box 97010
Redmond, WA 98073-9710

Include Erratic Art Relocation on the invoices. Format of invoice to be per CITY template.

**EXHIBIT D
Approved Subcontractors**

The ARTIST proposed sub-contractors are listed below and the CITY approves the use of these subcontractors to complete the work in this agreement:

- Doug Hansen
- Metalistics
- SSF
- PNTA

All other subcontractors must be preapproved by the City.

**EXHIBIT E
ARTISTIC SERVICES AGREEMENT CLAUSE**

Acknowledgement

The ARTIST shall continue to acknowledge the REDMOND ARTS AND CULTURE COMMISSION role in funding the original fabrication and installation of the artwork in all public presentations and written, printed or electronic publication of information regarding the artwork.

VARA Waiver

The CITY intends to incorporate the artwork into an existing CITY-owned property. The ARTIST acknowledges that the artwork installed at the CITY-owned property may result in unavoidable damage to said artwork during removal of the artwork in the future or during the regular course of property use, maintenance, repair, renovation, or demolition. As such, the ARTIST expressly waives any and all rights, under 17 U.S.C. 101 et seq., to protect the integrity of said artwork in the event that it is removed from the CITY-owned property for any reason. Provided, however, that in the event that the CITY shall determine that removal of the artwork is necessary for any reason, consistent with 17 U.S.C. 113, the CITY shall make a reasonable good faith effort to contact the ARTIST and allow the ARTIST a reasonable opportunity to remove the artwork utilizing such methods, as approved by the CITY, which are not inconsistent with the CITY's plans for removal of the artwork and the maintenance, repair, renovation, and/or demolition of such CITY-owned property.