

**SNOHOMISH COUNTY  
PROFESSIONAL SERVICES AGREEMENT  
FOR COMMISSIONED ARTWORK**

CONSULTANT: Melting Rock, LLC  
CONTACT PERSON: Tsovinar Muradyan, Artist/Designer  
ADDRESS: 15320 Mill Creek Blvd #AA202  
Mill Creek, WA 98012  
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 88-3573887  
TELEPHONE: (425) 628-8526  
EMAIL: [tsovinarmuradyan@gmail.com](mailto:tsovinarmuradyan@gmail.com)  
COUNTY DEPT: Conservation & Natural Resources; Parks and  
Recreation Division  
DEPT. CONTACT PERSON: Carol Ohlfs, Principal Park Planner  
TELEPHONE/FAX NUMBER: (425) 388-6609 [carol.ohlfs@snoco.org](mailto:carol.ohlfs@snoco.org)  
PROJECT: SR 530 Slide Memorial  
Beacon, Responder's Sculpture & Memorials  
AMOUNT: Not to exceed \$815,400  
FUND SOURCE: 309-51094607526599  
CONTRACT DURATION: upon signature through Dec. 31, 2023

THIS AGREEMENT (the "Agreement") is made by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and Melting Rock, LLC, a limited liability company. (the "Artist"), The parties do mutually agree as follows:

**1. ENGAGEMENT OF ARTIST**

A. The County desires to engage the Artist to create, deliver and install for the County, artwork by Tsovinar Muradyan, for the SR 530 Slide Memorial project (the "Artwork"), which will consist of a central beacon, sculpture in the responder's area and twenty-six memorial panels, all as more specifically described in Exhibit A attached hereto and by this reference incorporated herein. The Artwork will be installed at the Slide Memorial, 30801 Steelhead Dr., Arlington WA 98223.

B. The Artist has been selected by the County based upon a competitive application process that resulted in the Artist's selection based on creative skills and abilities and that the is fully qualified to perform the Work in a competent and professional manner. The work shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Artist practices or operates at the time the services are performed. The Artist shall perform the work in a timely manner and in accordance with the terms of this

Agreement. Any materials or equipment used by the Artist in connection with performing the work shall be of good quality. The Artist represents that they are fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

C. The Artist will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

D. Without a written directive of an authorized representative of the County, the Artist shall not perform any services that are in addition to or beyond the Scope of Work specified in Exhibit A.

## 1. TERM

The term of this Agreement begins on signature of this document and expires on Dec. 31, 2023, if not sooner terminated pursuant to Section 17, provided, however that the County's obligations after December 31, 2022, are contingent upon County Council legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

## 2. COMPENSATION

A. The Artist shall be paid in such amount and in such manner as is described in Exhibit B attached hereto and incorporated herein by this reference. Such payment shall be full compensation for work performed or services rendered under this Agreement, including, but not limited to, all labor, materials, supplies, equipment, tax and incidentals necessary to complete the Artwork. The County shall have sole responsibility for determining completion. It is understood that the County has no obligation regarding sales commissions or any agreements with galleries or agents with whom the Artist may have contracted.

B. Total compensation, including all services, eligible expenses and applicable taxes, shall not exceed a maximum of Eight Hundred Fifteen Thousand and Four Hundred Dollars (\$815,400.00) for the Artwork fully installed at the site.

C. To obtain payment, the Artist shall (a) submit invoices to the County as directed in Exhibit B; and (b) comply with all applicable provisions of this Agreement.

All requests for payment should be sent to:  
Snohomish County Parks and Recreation  
Attn: Carol Ohlfs  
6705 Puget Park Dr.  
Snohomish, WA 98296  
Carol.Ohlfs@snoco.org

D. If the Artist fails or refuses to correct the work when reasonably directed by the County to do so, the County may withhold from the Artist any payment otherwise due an amount that the County in good faith believes is equal to the cost to the County of correcting, re-procuring, or remedying any damage caused by Artist's conduct. This right is in addition to and not in lieu of the County's right to terminate this Agreement as provided in Section 17.

## 3. INDEPENDENT CONTRACTOR

A. The Artist agrees that Artist will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Artist is not entitled to any benefits or rights enjoyed by employees of the County. The Artist specifically has the right to direct and control

Artist's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

B. The Artist shall furnish, employ and have exclusive control of all persons to be engaged in performing the Artist's obligations under this Agreement (the "Artist personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Artist personnel shall for all purposes be solely the employees or agents of the Artist and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Artist personnel, the Artist shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Artist personnel when required by law.

C. Because they are an independent contractor, the Artist shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Artist agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

D. The Artist assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation that are now or may during the term of the Agreement be enacted as to all persons employed by the Artist and as to all duties, activities and requirements by the Artist in performance of the work under this Agreement. The Artist shall assume exclusive liability therefor and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

#### **4. SUBCONTRACTING OR ASSIGNMENT OF CONTRACT**

The Artist shall not subcontract or assign any of the work to be performed pursuant to this Agreement without the express prior written consent of the County.

#### **5. REPRESENTATIONS AND WARRANTIES**

A. The Artist expressly represents and warrants that the design or Artwork being delivered and installed is the original product of the Artist's own creative efforts and shall not infringe on another's copyright, or rights in trade or service marks. The Artist agrees to defend and indemnify the County from any and all claims and damages arising out of violations of these warranties.

B. The Artist also warrants that the Artwork is limited to an edition of **one (1)**.

C. The Artist shall be responsible for a period of one (1) year from the date of installation of the Artwork for the integrity of the materials and fabrication techniques of the Artwork and its installation. The Artist's liability for breach of warranty shall be limited to the cost of repairs of the Artwork and of the installation. The responsibility for the determination of the Artist's liability for faults or defects in the Artwork during the one-year period shall be solely that of the County.

#### **7. USE LICENSE; REPRODUCTION RIGHTS**

A. The Artwork shall be and shall remain for all purposes the property of the County, and may be used by the County for any purpose. The Artist shall own any and all copyrights in the Artwork. The Artist authorizes the County or its assigns to photograph, digitally and graphically reproduce by any and all means

and media now or hereafter known, reproductions of the Artwork (including, but not limited to, the artwork proposal and all preliminary studies, models and maquettes) without prior consent of or additional compensation due to the Artist if such reproductions are for non-commercial, informational or educational uses, including but not limited to advertising, brochures, informational documents and similar material. Each such reproduction, whether by the County or by a third party authorized by the County, shall clearly and legibly identify the Artist as the creator of the Artwork, and preliminary studies, models and maquettes shall not be identified or represented to be the finished Artwork. The Artist also agrees that reproductions of the Artwork the Artist makes or causes to be made for purposes of publicizing the Artist shall identify the installation of the Artwork for the Snohomish County Public Art Collection. The Artist also grants the County the right to reproduce the Artwork in whole or in part for the purposes of repairing the Artwork or replacing part of the Artwork if the Artwork is damaged.

B. The Artist agrees that any smaller reproductions of the Artwork the Artist creates shall be available only for private purchase and that any same size or larger reproductions of the Artwork shall be available only for purchase outside the state of Washington.

C. Any display or other use by the County of the Artwork or of its reproductions or images shall bear artistic credits identifying the Artist.

## 8. INSURANCE

A. Prior to the initiation of any on-site installation or fabrication of the Artwork, the Artist and/or Artist's subcontractors shall purchase and maintain for the duration of any on-site fabrication and/or installation, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work done by the Artist, his agents, representatives, employees, and/or subcontractors.

B. The Artist and/or Artist's subcontractors shall pay the costs of the required insurance.

C. Prior to performing any work under this Agreement, the Artist shall provide the County with a Certificate of Insurance acceptable to the County Risk Manager evidencing the required insurance and naming Snohomish County, its officers, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy and Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement, and that such insurance shall apply as primary insurance on behalf of such Additional Insureds. Receipt by the County of any certificate showing less coverage than required is not a waiver of the Artist's obligations to fulfill the insurance requirements.

D. The Artist shall comply with the following conditions and procure and keep in force prior to the initiation of any on-site installation or fabrication of the Artwork through the end of the Agreement term, at Artist's own cost and expense, the following policies of insurance with companies authorized to do business in the State of Washington, which are rated at least "A" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the County.

The minimum scope and minimum limits of insurance required by this Agreement are as follows:

1. Workers' Compensation Insurance as required by Washington law. If the County authorizes subcontracted work, the Artist shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless the Artist covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$2,000,000 per occurrence and at least \$3,000,000 in the annual aggregate, including personal injury/advertiser's liability. This insurance shall include (but not limited to): premises/operations (including off-site operations), blanket contractual liability and broad form property damage. The Artist shall insure the Artwork against casualty, loss, theft, fire, flood, destruction and other perils. The risk of loss shall be on the Artist until the Work is completely installed at the slide memorial site and acceptance of the Artwork in accordance with Exhibit B.

3. Automobile Liability Insurance: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1

4. Employers' Liability or "Stop Gap" coverage: \$1,000,000

5. Professional Liability: \$1,000,000 per claim/aggregate

E. The above liability policies shall contain a provision that the policy shall not be canceled or materially changed without thirty (30) days' prior written notice to the County. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Artist to furnish the required insurance during the term of this Agreement.

F. The Artist certifies that they are aware of the provisions of Title 51 of the Revised Code of Washington which requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. The Artist shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. The Artist shall provide the County with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

## 9. INDEMNIFICATION

The Artist shall protect and indemnify the County from any claims, demands, lawsuits or other action by the author of the Artwork arising out of the author's rights under 17 U.S.C. § 101 et seq. Otherwise, each party shall defend and indemnify the other from claims, demands, lawsuits, or other proceedings arising out of its performance of this Agreement.

## 10. MAINTENANCE

The County shall reasonably ensure that the Artwork is properly maintained and protected taking into account the recommendation of the Artist as stated in the maintenance criteria provided by the Artist.

## 11. ALTERATION OF WORK

A. Alterations of the Artwork may be required after installation to reflect the needs of family members memorialized in the Artwork. The County will make every attempt to contact and work with the Artist to accommodate those changes. If the Artist cannot be reached in a reasonable amount of time, the County will in its discretion make modifications while working to honor the original artistic intent.

B. Except as provided herein, the County will not alter, modify or change the Artwork without written authorization from the Artist regarding the proposed alteration, modification or change. Such authorization should not be unreasonably withheld.

## 12. APPLICATION OF CONSERVATION MEASURES

The County may apply conservation measures to the Artwork without the Artist's permission if:

A. The Artist can no longer be reached at the address provided pursuant to Section 15A of this Agreement; or

B. Immediate action is required to protect the Artwork or to protect other property in the custody of the County or because the Artwork has become a hazard to the health or safety of the public or to the staff or agents of the County.

## 13. ATTRIBUTION

In the event the County determines the Artwork must be moved, relocated, repaired or modified, the County shall use reasonable efforts to contact the Artist and the Artist shall have the right to consult with the County regarding such movement, relocation, repair or modification. If the County, in its discretion, determines to move, relocate, repair or modify the Artwork, the Artist shall have the right to require the County to remove any attribution of the Artwork to the Artist. The Artist hereby irrevocably waives any and all rights in the Artwork it may have pursuant to 17 U.S.C. §106A (a) (2) and (3). The Artist does not waive, and hereby reserves, any rights it may have pursuant to 17 U.S.C. §106(a)(1) (right to claim authorship of the Artwork and to prevent the use of his name as the author of any work of visual art not created by the Artist).

## 14. NON-DISCRIMINATION

A. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

B. The Artist shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Artist of the Artist's compliance with the requirements of Chapter 2.460 SCC. If the Artist is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Artist's obligations under other federal, state, or local laws against discrimination.

## 15. MISCELLANEOUS

### A. *Addresses*

Any statement, notice, request or other communication hereunder shall be deemed to be sufficiently given to the addressee and any delivery hereunder deemed made when sent by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County:                      Snohomish County Parks and Recreation Division

Attn: Carol Ohlfs  
6705 Puget Park Dr.  
Snohomish, WA 98296

If to the Artist: Tsovinar Muradyan  
c/o Melting Rock, LLC  
15320 Mill Creek Blvd #AA202  
Mill Creek, WA 98012

The County or the Artist may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

**B. Construction**

Each party acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms. Each party acknowledges that the Agreement should not be strictly construed against one party or the other, but interpreted reasonably and fairly so as to give effect to the manifest intentions of the parties.

**C. Modification**

This Agreement may be modified only by a written instrument signed by the parties and executed with the same formalities as are required for the execution of this Agreement.

**D. Force Majeure**

Each party shall be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from causes beyond the reasonable control of such party, provided, however, that in order to be excused from delay or failure to perform, such party must act diligently to remedy the cause or effect of such delay or failure to the extent the party is able. In the event of such delays, the timetables shall be extended by as many calendar days as the delay caused by forces outside the reasonable control of the parties.

**E. Required Approvals**

Where agreement, approval, acceptance, or consent by either party is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld.

**F. Applicable Law, Choice of Forum, and Limitations**

This Agreement and the parties' obligations hereunder shall be governed, construed, and enforced in accordance with the laws of the State of Washington. The parties agree that Snohomish County, in the State of Washington, shall be the proper venue for any action.

**G. Severability**

In the event that any provision of this Agreement is held invalid, void, illegal or unenforceable, the remainder of this Agreement shall not be impaired or affected thereby, and each term, provision, and part shall continue in full force and effect and shall be interpreted in manner consistent with the intent of the parties.

**H. *Headings for Convenience***

The section and subsection headings used herein are for referral and convenience only, and shall not enter into interpretation hereof. The exhibits referred to herein and attached, and to be attached, hereto are incorporated herein to the same extent as if set forth in full herein.

**I. *Conflicts between Attachments and Text***

Should any conflicts exist between any attached exhibit or schedule and the text of this Agreement, the text shall prevail.

**J. *No Endorsement by Snohomish County***

The fact that the Artwork has been commissioned or installed by the County shall not indicate any endorsement by the County of the Artist or the quality of the Artwork.

**K. *Waiver***

The waiver by either party of any term or condition of this Agreement shall not be deemed to constitute a continuing waiver thereof nor of any further or additional right may that such party hold under this Agreement.

**L. *Warranty of Authority***

Each person signing this Agreement warrants and represents that the person has full and sufficient authority to execute this Agreement and that, upon its execution, the Agreement shall constitute a binding obligation of the party on whose behalf the person is signing.

**M. *No Third Party Beneficiaries***

The provisions of this Agreement are for the exclusive benefit of the County and the Artist. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

**N. *Survival***

Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

**O. *Complete Agreement***

This Agreement contains the complete and integrated understanding and agreement between the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

**16. PUBLIC RECORDS ACT**

A. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Artist are needed for the County to respond to a request under the Act, as determined by the County, the Artist agrees to make them promptly available to the County. If the Artist considers any portion of any record provided to the

County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Artist shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Artist and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Artist (a) of the request and (b) of the date that such information will be released to the requester unless the Artist obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Artist fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

B. The County has, and by this section assumes, no obligation on behalf of the Artist to claim any exemption from disclosure under the Act. The County shall not be liable to the Artist for releasing records not clearly identified by the Artist as confidential or proprietary. The County shall not be liable to the Artist for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

## 17. TERMINATION

A. If the term of this Agreement extends beyond the calendar year in which it becomes effective, the County may terminate this Agreement upon the failure of appropriation for a subsequent year or years.

B. Either party may terminate this Agreement without cause upon thirty (30) days' written notice of termination to the other party.

C. The County may terminate this Agreement, in whole or in part, upon seven (7) calendar days' advance written notice in the event the Artist materially breaches any duty, obligation, or service required pursuant to this Agreement or the duties, obligations, or services required herein become impossible, illegal, or not feasible.

1. If the termination results from acts or omissions of the Artist, including but not limited to misappropriation, nonperformance of required services or fiscal mismanagement, the Artist shall return to the County immediately any funds misappropriated or unexpended which have been paid to the Artist by the County.

2. If the Agreement is terminated as provided in this subsection: (a) the County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination, and (b) the Artist shall be released from any obligation to provide such further services pursuant to the Agreement as are affected by the termination.

D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either party may have in the event that the obligations, terms and conditions set forth in this Agreement are breached by the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated below.

SNOHOMISH COUNTY

ARTIST

By Lacey Harper Digitally signed by Lacey Harper  
Date: 2022.10.12 10:58:36 -07'00'  
Snohomish County

Tsovinar Muradyan  
Tsovinar Muradyan (Sep 22, 2022 17:04 PDT)  
Tsovinar Muradyan

Dated: \_\_\_\_\_

Dated: Sep 22, 2022

Approved as to insurance provisions:

\_\_\_\_\_  
Risk Management Date

Approved as to form only:

\_\_\_\_\_  
Deputy Prosecuting Attorney Date

<b>COUNCIL USE ONLY</b>	
Approved	<u>10/12/2022</u>
ECAF #	<u>2022-1013</u>
MOT/ORD	<u>Motion 22-428</u>

**EXHIBIT A**  
**SCOPE OF WORK**

The Artist shall create, deliver, and install Artwork to include Beacon, Responder's Sculpture, and Memorial Panels as set forth in this Exhibit A.

Description: SR 530 Slide Memorial – Beacon, Responder's Sculpture and Memorial Panels

Location of Artwork (to be permanent): SR 530 Slide Memorial, 30801 Steelhead Dr., Arlington WA 98223.

Description of Artwork:

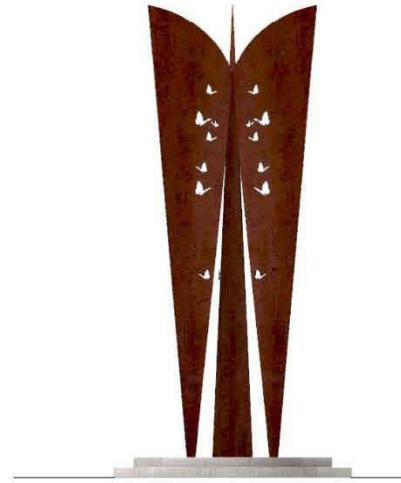
1. Artist to provide all design, studies, evaluations, permits, approvals, materials and labor to fully install the Artwork. Installation requirements include, but are not limited to excavation, compaction, formwork, reinforcement, concrete, attachments, placement, backfilling and finish grading.
2. Artwork will fit the size and dimensions of the design sculptures shown in the approved site plan (attached).
3. Artist will provide proofs of Artwork to County for review and approval prior to manufacturing. Specific items to be reviewed by the County include, but are not limited to, quotes for interior of beacon, response organizations (if incorporated into Artwork) and details of individual memorial panels.
4. Special additional coordination by the Artist will be needed for the responder's sculpture and memorial panels.
  - a. The concept for the responder's sculpture is currently being selected. Depending on the option selected, the Artist may need to coordinate with representatives from the responder community on specific details.
  - b. Development of the memorial panel concepts will be done through an iterative process with family members. This will include presentation of options for individual panels, receiving preferences from families, development of panel mock ups and possible continued refinement prior to final approval by families.
5. Artist shall ensure finished work is durable, vandal resistant and poses no safety threats. Artist shall consider pinch points, sharp edges, projections into walkways, trip hazards, graffiti protection, and ease of vandalism.
6. Artist shall install the Artwork during the County's Slide Memorial construction timeline, between October 1, 2022 and December 31, 2023. Artist shall coordinate with Slide Memorial General Contractor and the County's Construction Project Manager for access to the site and timing of installation in relationship to other site components. Artist shall attend the pre-construction meeting to discuss any specific coordination needs.

## Work Details:

### Beacon

#### *Basis of Design*

- Incorporate forty-three flying butterflies, which are beautiful; have mystery, symbolism and meaning; and are a metaphor representing spiritual rebirth, transformation, change, hope, and life
- The monument will cast an overall shadow, but the focal point will be in light
- The monument will be designed for people to walk through. It will be an acoustically private, sanctuary place, where up to four people can stand with their thoughts - hopes and prayers
- When looking up, one can see the forty-three butterflies flying to the sky
- On the inside panels there will be engraved quotes inspiring hope in people



Artist shall construct the beacon from corten steel and to a minimum of 18 feet tall so that when installed the shadow from the beacon will fall onto an engraved boulder at the opposite end of the community gathering area on March 22 of each year, at the time that the slide occurred.

The Artist will also explore how 43 vertical searchlights that represent the souls of the victims can be incorporated into the gathering area. . The Artist will propose the design scope, specifications and layout for the lighting, to be submitted for approval to the County. The Artist will complete full electrical design, including permitting and shop drawings.

See attached site plan for location of installed Artwork on the project site.

## Responder's Sculpture

The concept for this sculpture is currently being refined and the preferred conceptual option is included below. See attached site plan for location and anticipated size of installed Artwork on the project site.

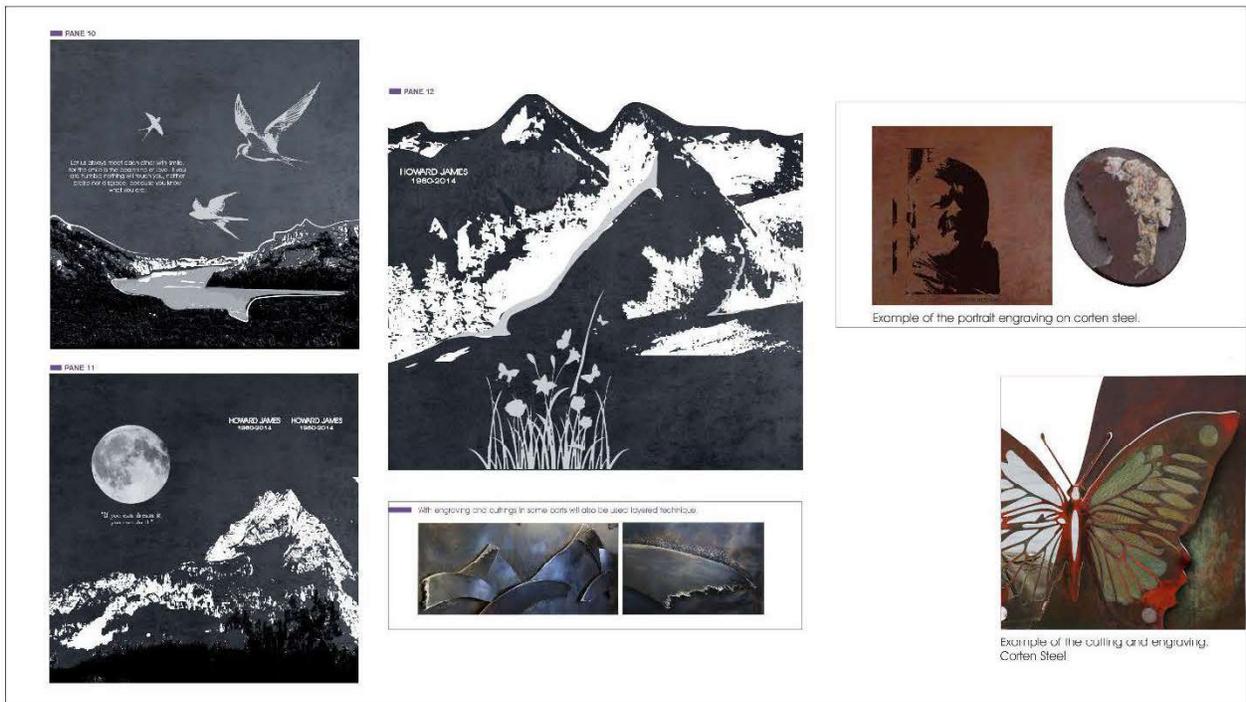
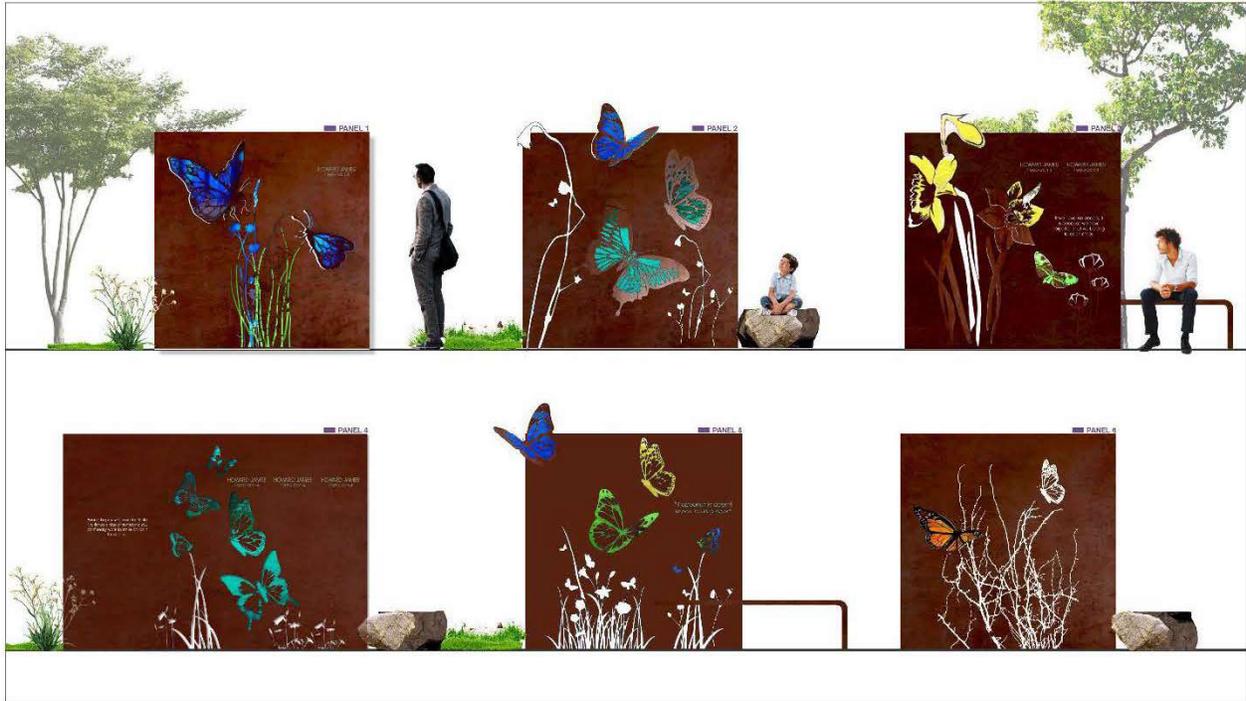


## Memorial Panels

The Artist shall create twenty-six (26) unique memorial panels to work together in honor of the forty-three victims of the landslide. The panels will incorporate one or more “motifs” selected for the site as well as the name and date of birth of the victims and personalization through the addition of quotes, narrative and/or a picture. Panels will be designed in coordination with family members and multiple iterations may be needed to get to final design.

Panels will be constructed from corten steel, be approximately 6’x6’ tall, include concrete underground foundations, and may include the addition of color, etching, 3-dimensional elements or other features. Conceptual drawings of the panels are included below for scale and design intent. See attached site plan for location of installed Artwork on the project site.





PTIN OF GOV. LOT 11 & LOT 12, NE1/4, SECTION 12, T.32N., R.7E., W.M.

**ARTWORK LOCATIONS**

**REVISIONS**

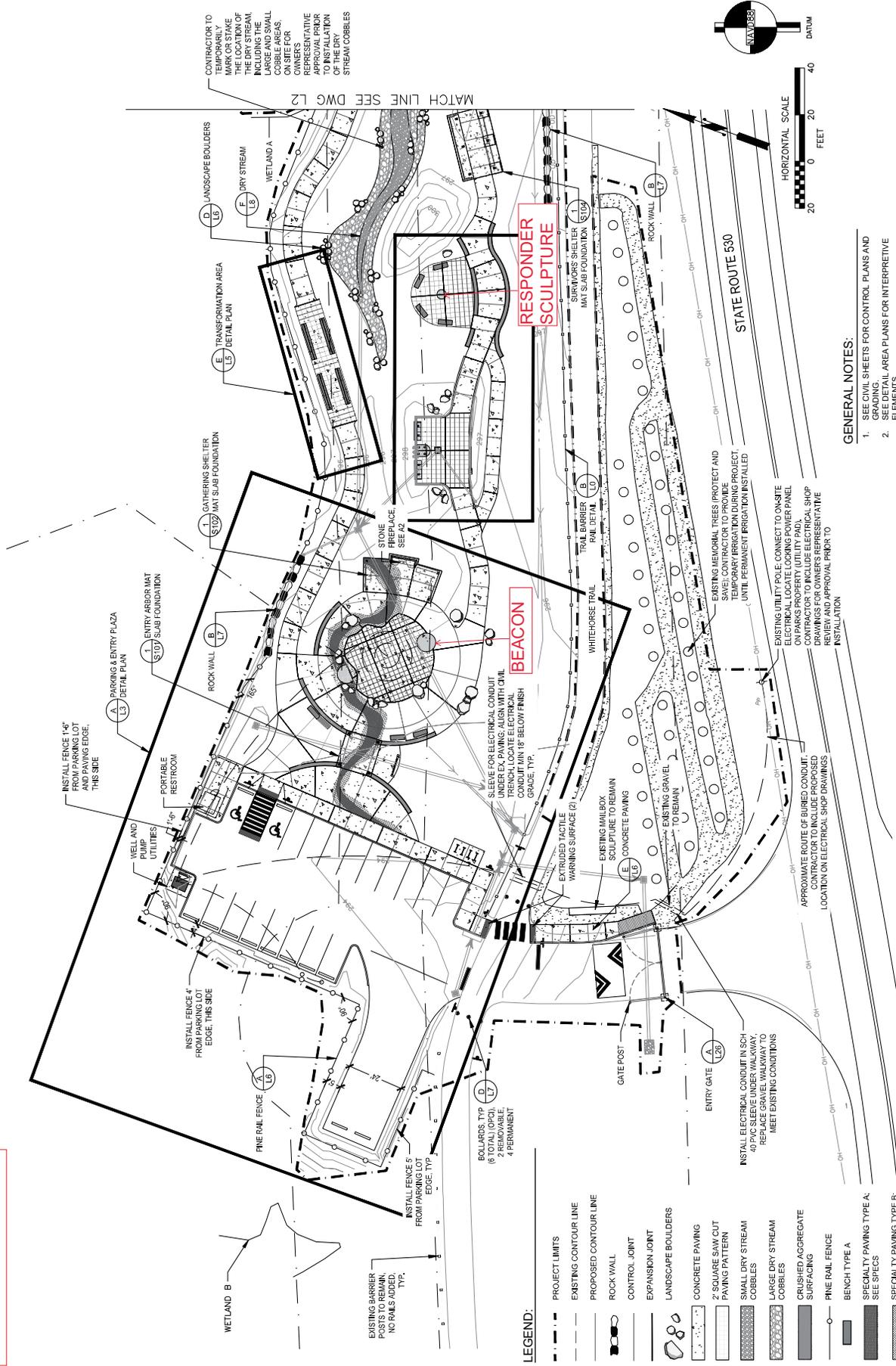
DATE: 09/15/2022  
 JOB #: 108  
 DRAWN BY: CO  
 SCALE: 1" = 20'

**Snomish County**  
**WASHINGTON**  
 Parks and Recreation Division  
 6705 Puget Park Drive Snohomish, WA 98296



**SITE MATERIALS PLAN**  
 SR 530 SLIDE MEMORIAL  
 STEELHEAD DRIVE  
 ARLINGTON, WA 98223

**DRAWING:**  
 11  
 CONFIRMED SET



- LEGEND:**
- PROJECT LIMITS
  - - - EXISTING CONTOUR LINE
  - - - PROPOSED CONTOUR LINE
  - ROCK WALL
  - CONTROL JOINT
  - EXPANSION JOINT
  - LANDSCAPE BOULDERS
  - CONCRETE PAVING
  - 2" SQUARE SAW CUT PAVING PATTERN
  - SMALL DRY STREAM
  - COBBLES
  - LARGE DRY STREAM
  - COBBLES
  - CRUSHED AGGREGATE SURFACING
  - PINE RAIL FENCE
  - BENCH TYPE A
  - SPECIALTY PAVING TYPE A; SEE SPECS
  - SPECIALTY PAVING TYPE B; SEE SPECS

- GENERAL NOTES:**
1. SEE CIVIL SHEETS FOR CONTROL PLANS AND DETAIL AREA PLANS FOR INTERPRETIVE ELEMENTS.
  2. CONTRACTOR TO STAKE LOCATION OF PINE RAIL FENCE POSTS FOR OWNER'S REPRESENTATIVE REVIEW AND APPROVAL PRIOR TO INSTALLATION.
  3. CONTRACTOR TO INCLUDE ELECTRICAL SHOP DRAWINGS FOR OWNERS REPRESENTATIVE REVIEW AND APPROVAL PRIOR TO INSTALLATION.

CONTRACTOR TO TEMPORARILY MARK OR STAKE THE DRY STREAM, INCLUDING THE LARGE AND SMALL COBBLE AREAS, ON SITE FOR APPROVAL PRIOR TO INSTALLATION OF THE DRY STREAM COBBLES

EXISTING MEMORIAL TREES (PROTECT AND SAVE); CONTRACTOR TO PROVIDE TEMPORARY IRRIGATION DURING PROJECT, UNTIL PERMANENT IRRIGATION INSTALLED

EXISTING UTILITY POLE; CONNECT TO ON-SITE ELECTRICAL LOCATE LOOKING POWER PANEL ON PARKS PROPERTY (UTILITY PAD). CONTRACTOR TO INCLUDE ELECTRICAL SHOP DRAWINGS FOR OWNERS REPRESENTATIVE REVIEW AND APPROVAL PRIOR TO INSTALLATION

APPROXIMATE ROUTE OF BURIED CONDUIT; CONTRACTOR TO INCLUDE PROPOSED LOCATION ON ELECTRICAL SHOP DRAWINGS

BOLLARDS: TYP  
 1 PERMANENT  
 2 REMOVABLE  
 4 PERMANENT

EXISTING BARRIER POSTS TO REMAIN; NO RAILS ADDED, TYP.

INSTALL FENCE 14" FROM PARKING LOT AND PAVING EDGE, THIS SIDE

INSTALL FENCE 4" FROM PARKING LOT EDGE, THIS SIDE

INSTALL FENCE 5" FROM PARKING LOT EDGE, TYP.

SCALE FOR ELECTRICAL CONDUIT UNDER EX PAVING; ALIGN WITH GULF TRENCH; LOCATE ELECTRICAL CONDUIT MIN 18" BELOW FINISH GRADE, TYP.

EXISTING MAILBOX SCULPTURE TO REMAIN

EXISTING GRAVEL TO REMAIN

INSTALL ELECTRICAL CONDUIT IN SCH 40 PVC SLEEVE UNDER WALKWAY TO MEET EXISTING CONDITIONS

APPROXIMATE ROUTE OF BURIED CONDUIT; CONTRACTOR TO INCLUDE PROPOSED LOCATION ON ELECTRICAL SHOP DRAWINGS

EXISTING UTILITY POLE; CONNECT TO ON-SITE ELECTRICAL LOCATE LOOKING POWER PANEL ON PARKS PROPERTY (UTILITY PAD). CONTRACTOR TO INCLUDE ELECTRICAL SHOP DRAWINGS FOR OWNERS REPRESENTATIVE REVIEW AND APPROVAL PRIOR TO INSTALLATION

GENERAL NOTES:

1. SEE CIVIL SHEETS FOR CONTROL PLANS AND DETAIL AREA PLANS FOR INTERPRETIVE ELEMENTS.
2. CONTRACTOR TO STAKE LOCATION OF PINE RAIL FENCE POSTS FOR OWNER'S REPRESENTATIVE REVIEW AND APPROVAL PRIOR TO INSTALLATION.
3. CONTRACTOR TO INCLUDE ELECTRICAL SHOP DRAWINGS FOR OWNERS REPRESENTATIVE REVIEW AND APPROVAL PRIOR TO INSTALLATION.

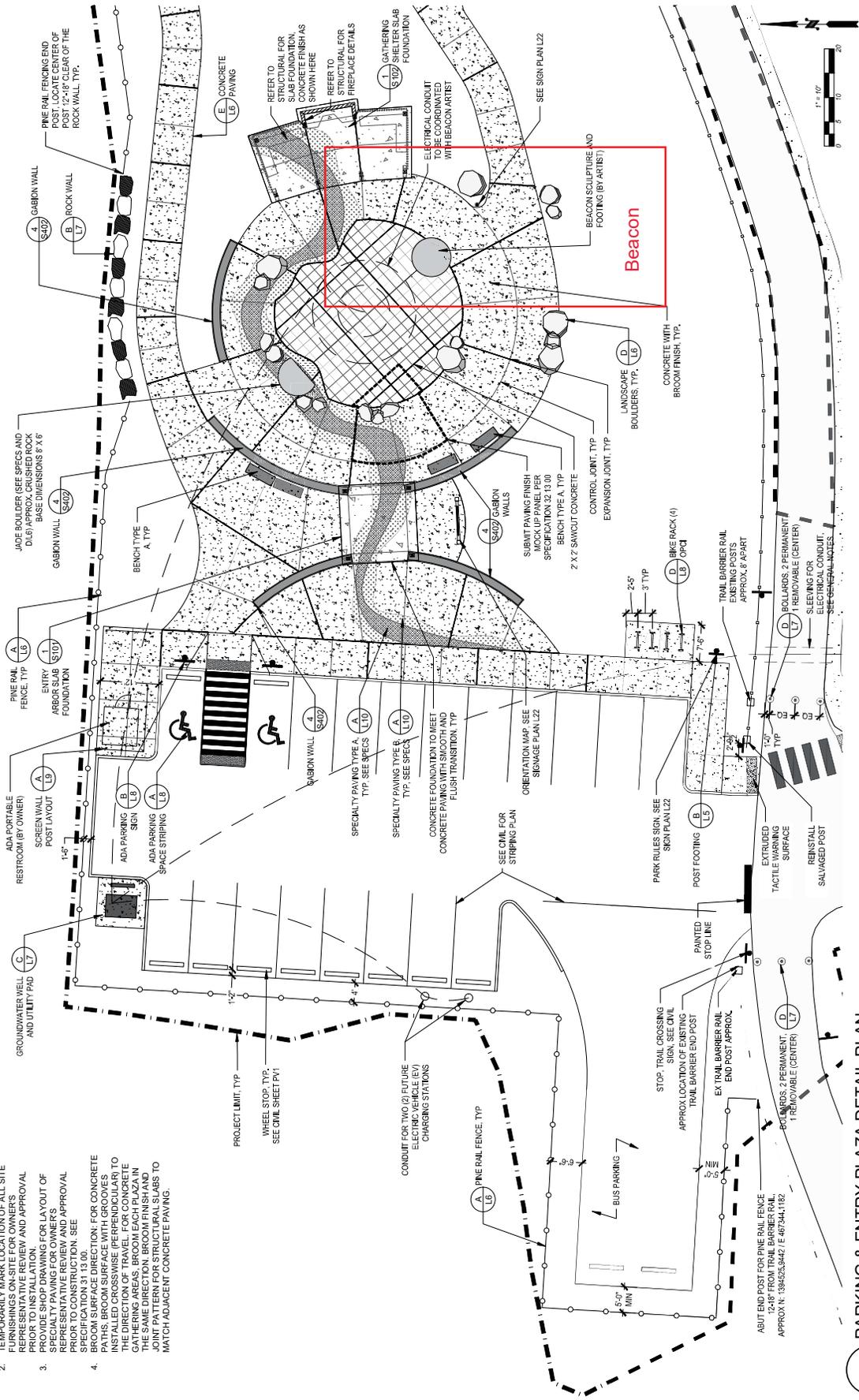




PTN OF GOV. LOT 11 & LOT 12, NE1/4, SECTION 12, T.32N., R.7E., W.M.

**DETAIL AREA PLANS GENERAL NOTES:**

1. SEE CIVIL SHEETS FOR CONTROL PLANS AND TO DIMENSIONAL MARK LOCATION OF ALL SITE FURNISHINGS ON-SITE FOR OWNERS REPRESENTATIVE REVIEW AND APPROVAL PRIOR TO INSTALLATION.
2. PROVIDE SHOP DRAWING FOR LAYOUT OF REPRESENTATIVE REVIEW AND APPROVAL PRIOR TO CONSTRUCTION. SEE SPECIFICATION 31.13.00.
3. BROOM SURFACE DIRECTION: FOR CONCRETE BROOM SURFACE DIRECTION, REFER TO THE DIRECTION OF TRAVEL FOR CONCRETE GATHERING AREAS. BROOM EACH PLAZA IN THE SAME DIRECTION. BROOM FINISH AND JOINT PATTERN FOR STRUCTURAL SLABS TO MATCH ADJACENT CONCRETE PAVING.



**A** PARKING & ENTRY PLAZA DETAIL PLAN  
SCALE: 1" = 10'

CALL DIAL-A-DIG  
AT 1-800-424-5555  
A MINIMUM OF 48 HOURS  
BEFORE CONSTRUCTION BEGINS





**EXHIBIT B  
SCHEDULE OF PAYMENT**

The County shall pay the Artist upon receipt of an invoice according to the Artwork milestones set forth below, provided that the maximum payment shall not exceed \$815,400. Final installation on site is scheduled to occur between January 1, 2023 and October 31, 2023.

**Scope, Budget, and Timeline**

The Artist shall submit progress billings at least quarterly, or as follows. The County shall pay the Artist upon receipt of an invoice according to the Artwork milestones set forth below, provided that the **maximum payment shall not exceed \$815,400**. The final contract amount will be inclusive of all costs associated with the artwork. Final payment will be made on successful completion (final acceptance by the County) of the artwork.

The Artist shall be responsible for payment of all costs associated with the project including, but not limited to, the Artist's design fee, other sub-consultants' fees such as structural engineering or testing, taxes, insurance, materials, fabrication, transportation, and installation, including any site modification required, travel to and from the site, per diem expenses, project documentation, a contingency to cover unexpected expenses and any other associated costs of any kind.

**Milestone 1**

**Approx. October 1, 2022** **\$150,400**  
Scope: Completion of conceptual design and purchasing materials

**Milestone 2**

**Approx. December 1, 2022** **\$165,000**  
Scope: Completion of final design, purchasing additional materials, engineering work

**Milestone 3**

**Approx. April 1, 2023** **\$200,000**  
Scope: Completion of fabrication, installation of foundations

**Milestone 4**

**Final (Following full installation and final acceptance by the County)** **\$300,000**  
Scope: Final installation of all Artwork elements and final acceptance by the County.  
Acceptance shall not be unreasonably withheld or delayed.