

9672

AGREEMENT

THIS AGREEMENT, Made this 8th day of June, 1970,  
by and between the MAYOR AND CITY COUNCIL OF BALTIMORE, a municipal corporation, party of the first part, hereinafter referred to as "City", and  
JOHN W. HEDDEN  
party of the second part, hereinafter referred to as "Artist".

WHEREAS, the City is now constructing or contemplates the future construction of a public structure, to wit:-

LAKE CLIFTON SENIOR HIGH SCHOOL

(Insert in detail a complete description of the municipal construction project, now being constructed, or to be constructed) located at

2601 ST. LO DRIVE

hereinafter referred to as the "project"; and

WHEREAS, the City has entered into an Agreement or Agreements with  
SHEALIE, ORRICK AND JANKA  
hereinafter referred to as "Architect", dated August 20, 1963  
for, among other things, recommendations, plans and specifications for types of ornamentation for the project as more particularly therein set forth; and

WHEREAS, in order to provide ornamentation for the project as provided or contemplated by the provisions of the aforementioned Agreement or Agreements; Ordinance No. 299, approved June 22, 1964, and the Standards and Guides adopted on May 11, 1966 by the Civic Design Commission, hereinafter referred to as the "Commission", and amendments thereto, it has been found necessary to employ the Artist to perform certain services and work in connection therewith.

NOW, THEREFORE, the parties do hereby agree as follows:

1. (a) That the Artist, not later than January 1st, 1971 shall perform the following services and work for or in connection with ornamentation for the project:

I - Pulsar II

5' X 7' - Bronze and Jewel Glass

II - Quasar III

12' X 7' - Nickel Silver, Stainless Steel  
Brass Steel, Copper, Bronze, Jewel Glass.

(Insert in detail any and all services or work to be performed and materials to be furnished by the Artist under this Agreement).

(b) That the Artist, at his sole cost and expense, shall obtain, furnish and maintain in full force and effect insurance to protect him and the City against any and all claims for personal injury, including death, in the amounts of \$ 100,000 for injuries sustained by any one person, and \$ 300,000 for injuries sustained by two or more persons in any one accident, and property damage in the amount of \$ 100,000 and against any and all loss or damage caused by or resulting from fire, storm, wind, hail or any other action of the elements, in the amount of \$ 10,000.

(The provisions of this paragraph may be modified depending upon the facts and circumstances in each particular case, after consulting with the City Solicitor)

Any and all such policies of insurance shall be maintained in full force and effect until all things to be done or furnished by the Artist under this Agreement have been completed and final acceptance has been made by the Commission of the aforesaid. All such policies of insurance in all respects shall be subject to the approval of the City Solicitor, and evidence that such insurance is in full force and effect shall be furnished to the City Solicitor prior to the Artist commencing any services or work under this Agreement.

Memo: Senior High School No. 40 Art Work  
Date: July 6th, 1971.  
Subject: Artist and Art Work Data Sheet  
To: Mr. Harry Bertola  
Mr. Jordi Bonet  
Mr. James L. Brown  
Mrs. Aleksandra Kasuba  
Mr. John W. Rhoden  
Mrs. Betty Wells  
Mr. Edward N. Wilson

As each artist has been advised, the primary purpose of the art program in the construction of Baltimore City Schools is to provide excellent art experience for the students. So that this art work may be properly appreciated, it is requested that each artist submit the following:

1. Name and address of the artist.
2. Photograph, (glossy print) of the artist.
3. Short autobiography of artist.
4. Description of the art form - materials, techniques, installation methods, etc.
5. Artist's interpretation of his art expression if he so wishes.
6. Instructions on maintenance and repair.

Color slides have been taken by the Architects in each artist's studio. Additional photographs will be taken by the Architects as the work is installed, and final in-place photographs will be taken of the completed work. The complete data will be made available to the Department of Education for instructional purposes. Selected portions of the data will be used for a brochure on the school and appropriate press releases.

It is requested that the above information be submitted to the Architect by August 1st, 1971.

Yours very truly,

SMEALLIE, ORRICK AND JANKA, LTD.

  
Eugene R. Smeallie

ERS/hk

c. c. Mr. Ambrose Chlada Jr.  
Mr. Richard L. Micherdzinski  
Mr. William T. Butler Jr.