

**NOTICE OF MEETING
WORKSESSION MEETING**

- 1. CALL TO ORDER**
 - 2. APPROVAL OF THE AGENDA** *(Only those matters on the noticed agenda may be considered, pursuant to City Council's Operating Manual, pg.9)*
 - 3. BUDGET 2015 REQUESTS**
 - A. Memorandum dated September 24, 2015 Re: Budget 2015 Staff Recommendations **Page 3**
 - B. 2015 Budget Request Form **Page 5**
 - 4. STREAMLINING THE REQUEST FOR PROPOSAL PROCESS**
 - A. Memorandum dated September 24, 2014 Re: Review and Discussion of Streamlining the Request for Proposal (RFP) Process for the 1% for Art Program **Page 7**
 - B. Sample Advertisement for RFP issued for the 1% for Art Program **Page 9**
 - C. Sample RFP documents for the City **Page 11**
 - D. Sample Contract **Page 19**
 - E. Homer City Code Title 3.16 Procurement **Page 23**
 - F. City of Homer Procurement Policy Excerpt Pertaining to the RFP Process as Implemented with the 1% for Art Program **Pages 29-56**
 - G. Homer City Code Title 18.07 Funds for Works of Art in Public Places and Related Ordinances **Pages 57-69**
 - H. Administrative Guidelines for the PAC Excerpt regarding the 1% for Art Program **Pages 71-74**
 - I. Sample Requests For Proposals , Call for Artists and Request for Qualifications from Other Entities and Cities **Pages 75-152**
 - 5. ELECTION/NOMINATION** **Page 153**
 - 6. CATALOG UING THE MUNICIPAL ART COLLECTION** **Page 155**
 - 7. CALENDAR FOR SPEAKING AT CITY COUNCIL MEETINGS** **Page 157**
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- 4. COMMENTS OF THE AUDIENCE**
 - 5. COMMENTS OF THE COMMITTEE**
 - 6. ADJOURNMENT** Next regular meeting is scheduled for **THURSDAY, NOVEMBER 13, 2014 AT 5:00 P.M. A WORKSESSION IS SCHEDULED AT 4:00 P.M. PRIOR TO THE REGULAR MEETING** in the City Hall Conference Room located at 491 E. Pioneer Avenue, Homer Alaska.



City of Homer

www.cityofhomer-ak.gov

Office of the City Clerk

491 East Pioneer Avenue
Homer, Alaska 99603

clerk@cityofhomer-ak.gov

(p) 907-235-3130

(f) 907-235-3143

Memorandum

TO: PUBLIC ARTS COMMITTEE
FROM: RENEE KRAUSE, CMC, DEPUTY CITY CLERK
DATE: SEPTEMBER 24, 2014
SUBJECT: BUDGET 2015 RECOMMENDATIONS

I have taken the liberty of looking into the cost of software that could be used to catalogue the city Municipal Art Collection in lieu of just using a spreadsheet, Microsoft Access or possibly a staff person at the museum would be able to compile the information as was also suggested.

The costs range from \$100 for a simple software program that is more geared to personal use and which I am not too confident our city IT Manager would allow on the city system to a professional, unlimited program that would last just about forever in regards to capacity at the cost of about \$1000 initially and then a yearly renewal cost. At this time I still have not received a response to my information query. The mid-range professional system cost \$600 plus \$249 per year. This will provide all kinds of room for an expanded collection, reports and even a printed catalogue which would be archive-able.

Having a separate system would allow staff now and in the future to maintain and update the city collection without depending on outside sources.

I am also pretty sure that we would be able to access and integrate the images to the city website also. This will alleviate duplication on efforts.

Another item to consider for budget request is additional park signage. There are still several small parks, pocket parks and larger parks that could use a new sign.

The committee could even consider requesting funds to purchase/commission artwork for placement in Triangle Park. That is the area in front of the McDonald's. This is a great location overlooking the view of the slough and lake, plus the mountains. Pedestrians frequently use the pathway and of course the vehicle traffic using the Sterling Hwy. and Lake Street.

Finally, I would recommend pursuing the mural on the Heath Street wall, even though not city owned I am sure that we could get the owner's permission and the city manager is supportive of the project also. It is not as complicated as would appear.

I have included a blank budget request form in each packet. I suggest each member think of something that they would like to see the council expend funding on. Typically this committee limits the total request to \$5000 but I would not limit the amount. Council may like the projects that you propose and fund more than the usual amount. Think positive!

**CITY OF HOMER
DEPARTMENT BUDGET REQUEST
YEAR 2015**

Requesting Department PUBLIC ARTS COMMITTEE Date _____

Level of Need: Urgent Essential Necessary Desirable

Request for Additional Personnel:
 Position Title _____
 Salary Range & Step _____
 Full-time
 Part-time Hours Per Year _____

Request Other Than Personnel:
 Description ANNUAL Budget Request
to Fund PAC Projects as noted
 Fund Name: Public Arts Fund

(FINANCE DEPT WILL COMPLETE)	
5101 Permanent Employees	_____
5102 Fringe Benefits	_____
5103 P/T Employees	_____
5104 Fringe Benefits P/T	_____
5105 Overtime	_____
Total Personnel Cost	_____

Account Name: _____
 Account # 156-367
 Estimated Cost: _____

Justification:

Requestor's Name: Public Arts Committee

Department Head Approval: _____

City Manager Recommendation: _____ Date _____

Approved _____

Denied _____

Comments _____



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Memorandum

TO: PUBLIC ARTS COMMITTEE

FROM: RENEE KRAUSE, CMC, DEPUTY CITY CLERK

DATE: SEPTEMBER 24, 2014

SUBJECT: REVIEW AND DISCUSSION OF STREAMLINING THE REQUEST FOR PROPOSAL PROCESS FOR THE 1% FOR ART PROGRAM

BACKGROUND

Acting Chair Miller and Committee member Person have previously stated that they have received complaints from artists that the City of Homer Application or Proposal process was too cumbersome.

I have received comments from artists who have responded to several of our requests and they were very comfortable and opined our process was very simple compared to some others they have done. A first time potential proposer could not comment on the process but did not find anything hard about it. I have also received one comment from a first time applicant that it was hard to understand and there were lots of information to wade through.

Ms. Miller and Ms. Person have indicated a desire to change this process to make it easier on the artists.

Over time staff has modified this process at the recommendation of the Committee and changed it to make it as easy and simplified as possible for all level of applicants but still fall within the established policies that the governing documents related to the Request for Proposal process outline.

I have included the sections of Homer City Code, Ordinances that were approved and the related sections of the approved Procurement Policy and the Committee's own Administrative Guidelines regarding the 1% for Art Program. Included is the sample Request for Proposal format and the Exhibits A-D that we use for every RFP issued.

I have also included samples of RFP's and Request for Qualifications (RFQ) that have been used by other cities throughout the country to offer some comparison for your review.

Recommendation: Please review all documents and submit your recommendations for changes to staff for inclusion and further action if required at the November regular meeting.

EXHIBIT A
City of Homer
Request for Proposals
Incorporating Art into Four Public Restroom Facilities
Downtown Homer and on the Homer Spit

Proposals to incorporate art into four new Public Restroom Facilities located on Pioneer Avenue in two Locations and on the Homer Spit in Two Locations will be received at the Office of the City Clerk, City Hall, City of Homer, 491 East Pioneer Avenue, Homer, Alaska, until **4:30 P.M., Thursday, August 23, 2012.**

A project site visit will be held on **Thursday, July 26, 2012 at 12:30 p.m.** to physically view the project sites on the Spit and on Pioneer Avenue. Proposers interested in attending are directed to meet in the Cowles Council Chambers at City Hall.

Please direct all questions regarding this request for proposal to Renee Krause, Deputy City Clerk, at City Hall; (907) 235-8121, Ext 2224.

The intent of this proposal effort is to provide an opportunity for artists and other interested persons to present ideas on how and what art can be incorporated into the building (interior and exterior), and the surrounding site. The proposals will be evaluated by an Art Selection Committee utilizing the City's 1% for Art Funding designated for this project. All ideas and concepts will be considered. Expect that more than one art piece or idea will be funded with the available dollars.

The City of Homer reserves the right to accept or reject any or all proposals, to waive irregularities or informalities in the proposals, and to award the contract to the respondent that best meets the selection criteria based on the recommendations of the review committee.

Dated this ___ day of July, 2012

CITY OF HOMER

Walt Wrede, City Manager

Advertisement:
Homer News
Homer Tribune

Fiscal Note: ___-___-5227

REQUEST FOR PROPOSAL
By the City of Homer, Alaska

INCORPORATING ART IN FOUR NEW PUBLIC RESTROOM FACILITIES

The City of Homer, Alaska is requesting proposals from artists and other interested parties to provide art, artist services or ideas for incorporating art into four new Public Restroom Facilities. Two will be located on Pioneer Avenue in Downtown Homer and Two will be located on the Spit.

Proposals will be received at the City Clerk's Office, City Hall until **4:30 p.m., Thursday, August 23, 2012.** Proposals received after this date and time will not be accepted. The City reserves the right to accept or reject any or all proposals, to waive irregularities or informalities in the proposals and to enter into an agreement with the respondent(s) that best meet the selection criteria as determined by the Art Selection Committee.

The following subjects are discussed in this Request for Proposal (RFP) to assist you in preparing your proposal.

- I. Introduction
- II. Scope of Services
- III. General Requirements
- IV. Proposal Format and Content
- V. Evaluation Criteria and Selection Process

I. INTRODUCTION

I. A. THE CHALLENGE: The City is currently in the process of designing four new Public Restrooms. Two Facilities will be located on Pioneer Avenue, at WKFL Park and across from the intersection of Bartlett Street on Pioneer Avenue. There will be two Public Restroom Facilities located on the Homer Spit. One will be at End of the Road Park between Land's End Resort and Alaska Marine Highway Terminal facility and at the Deep Water Dock on the Corner of Freight Dock Road and Outer Dock Road a proposed Public Restroom Facility and Guard Shack. The City has made incorporation of art in municipal buildings a priority and has dedicated \$17,000 for the incorporation of art into these projects.

I. B. OPPORTUNITY: To create a public building, that will not only serve the essential functions required of visitors and residents to the City of Homer and the Homer Spit but incorporates the uniqueness of Homer into the building or immediate surroundings. The City of Homer already demonstrates appreciation of the arts, which has become a distinguishing characteristic of this community, by displaying a host of various works of art in a multitude of mediums within the city and its municipal facilities.

I. C. ANTICIPATED PROJECT DATES: The following dates represent the project timeframe and are subject to change based on the overall project completion date, selected location or additional factors that are or may be unknown at this time.

Advertisement Dates:

Week of July 9, 2012

Week of July 16, 2012

Site Visit

July 26, 2012 @ 12:30 P.M. – This is Not a Mandatory Meeting

Deadline for Submittal of Proposals:

August 23, 2012 @ 4:30 p.m.

Proposals Submitted to Selection Committee:

August 24, 2012

Proposals Reviewed and Comments Returned to Staff:

August 30, 2012

Selection Committee Meeting for Review and Selection:

September 6, 2012 @ TBA

Finalists Interviews if Required:

No later than September 18, 2012

Recommendation to City Council:

No later than September 19, 2012

Award by Council:

No later than September 23, 2012

Project Installation:

TBD (Will have to confer with Carey Meyer)

II. SCOPE OF SERVICES

The Selection Committee will consider, one or more of the following sites for placement of works of art; other sites not listed may also be considered. Artists are encouraged to submit one or more concepts or proposals for the project. Drawings with suggested locations within the Project Site and the Building are included.

Building Exterior Areas:

Entryways
Exterior Walls

Building Interior Areas:

Walls
Fixtures

The amount of the commission(s) will be up to \$17,000 in one or more individual awards which must cover all costs of design, engineering (if needed), fabrication, installation, special lighting and an identifying plaque. State laws related to public construction, including insurance, bonding and payment of prevailing wages rates may apply.

III. GENERAL REQUIREMENTS

The following information is presented as a guideline for the preparation of the proposals:

a. To achieve a uniform review process and obtain the maximum degree of comparability it is required that the proposals be organized in the manner specified below. Proposals that do not address the items listed in this section may be considered incomplete and may be deemed non-responsive by the Art Selection Committee.

b. Interested firms/artists shall submit seven (7) original, completed proposals in an envelope marked as follows: **INCORPORATING ART INTO FOUR PUBLIC RESTROOM FACILITIES REQUEST FOR PROPOSALS, HOMER, ALASKA**

c. The proposals shall be addressed to:
City Clerk's Office, City of Homer 491 E. Pioneer Avenue, Homer, Alaska 99603.

Proposals shall be received at the office of the City Clerk until **4:30 p.m., Thursday, August 23, 2012.** Proposals received after this date or time will not be accepted.

d. Direct questions regarding this proposal to Renee Krause, CMC, Deputy City Clerk, City Clerk's Office, City of Homer, 907-235-8121, ext.2224 or rkrause@ci.homer.ak.us

IV. PROPOSAL FORMAT AND CONTENT

1. Letter of Transmittal (2 Pages Maximum) – The transmittal letter shall identify the project or idea for which the proposal has been prepared; briefly state your understanding of the services to be provided; make a positive commitment to provide the services specified; and give the name, title, address and phone number of the contact person(s) proposing to provide art or artistic involvement.

2. Proposal Narrative (6 pages maximum) – The proposal narrative shall provide the following information:

A. If you have existing art that you are proposing to be incorporated into the project – At a minimum, you should address the following:

- Photos of the art work, brief description of the dimensions, colors, approximate budget and the location for the installation of the piece.
- A current resume of the artist
- A minimum of three photos of other works completed by the artist
- A self-addressed stamped envelope for the return of these documents if required.

B. If you are an artist proposing to provide new art for the project – at a minimum you should address the following:

- A brief description of the proposed art work or thumbnail sketch (copy, collage, handwritten notes are all acceptable) describing the location, dimensions, materials, colors and approximate budget.
- A current resume of the artist
- A minimum of three photos or slides of other works completed by the artist
- A self-addressed stamped envelope should be provided for return of above materials if needed.

C. If you have an idea for incorporating art into the project – at a minimum you should address the following:

- A brief description of the proposed artwork or thumbnail sketch (copy, collage, handwritten notes are all acceptable) describing the location, dimensions, materials, colors and approximate budget.
- A self-address stamped envelope should be provided if return if the materials if needed.

The thumbnail sketches should be designed to encourage more ideas and concepts without consuming a lot of the proposers time. Color is preferred but not required.

No submissions in binders or notebooks please.

V. EVALUATION CRITERIA AND SELECTION PROCESS

A. EVALUATION:

Submitted proposals will be reviewed and evaluated by the Art Selection Committee. The Art Selection Committee will be able to pick up copies of the proposals received and the Evaluation Form on Friday, **August 24, 2012** for review and evaluation. All comments and evaluation forms are to be returned to staff no later than the following Thursday, **August 30, 2012**, at 4:00 p.m. A meeting is scheduled **on September 6, 2012** at ____ p.m. for a target date of Council award no later than Monday, **September 24, 2012**.

The Art Selection Committee will make their recommendations to the City Council for approval. The City of Homer reserves the right to reject any and all proposals submitted and shall not be liable for any costs incurred by any proposer in response to the request for proposal.

The proposals will be evaluated using any or all of the following criteria, but review is not limited to these criteria:

1. Proposal Requirements - All requirements outlined in the Request for Proposals have been followed and/or are included in the proposal package.
2. Any other information required by the Request for Proposals document.
3. Concept of the proposal
4. Proposer interest in collaboration or willingness to work within a team approach.
5. Proposer's experience or interest in working in the public realm or outside a studio setting.
6. Ability of the proposer to meet time deadlines and schedules.
7. Quality of previous work of the proposer.
8. Is the proposed artwork designed and constructed by persons experienced in the production of such artwork and recognized by critics and peers as one who produces works of art?
9. Does the proposed work of art aesthetically enhance the public space or built environment to which it relates or otherwise interact with its surrounding environment?
10. Does the proposed work of art add to the local identity and profile in the context of the City of Homer?
11. Is it specifically designed for its site (location) and is commensurate in scale with its surroundings?
12. Is a suitable addition to the public space proposed?
13. Is it durable (where applicable) and reasonable to maintain in terms of time and expense?
14. Does the artwork need lighting or other additional fixtures? Have they been included in the proposal?
15. Is it a permanent fixed asset to the property or can it be relocated to another facility or location if required in the future?
16. Is the proposed art suitable by way of form and quality for public viewing and accessibility, taking into consideration the possibility of an unsecured public space?
17. Does the proposed art require regular maintenance in order for it to last?

18. Does the proposed art fall within the applicable zoning codes as outlined in the Homer City Code?
19. Is the proposed artwork susceptible to vandalism?
20. Is the proposed artwork free of unsafe conditions or factors?
21. Does the proposed artwork contribute to a sense of civic pride?
22. Does the proposed artwork reflect aspects of the local community such as the city's history and/ or culture?
23. Is the proposed work of art in keeping with the overall broad intent and objectives of the City of Homer Public Art Policy?

A. SELECTION:

The proposals chosen will be based on the overall top choices of the Art Selection Committee after evaluation. If there is no apparent first, second and/or third choices the top proposers will be invited to attend a presentation/interview.

Depending on the cost of the proposed art work submitted all top proposers may be selected for recommendation to City Council by the Arts Selection Committee for installation.

A Finalist Evaluation will be conducted wherein the top proposers will be invited to make a presentation interview which may include questions on some or all of the following:

- Artistic excellence – review of sample of the proposed work of art or previous works presented by the Finalists
- Ability to relate the proposed artwork to the site
- Experience with projects in similar scope and/or type
- Knowledge of fabrication and installation of media proposed
- Ability to be detail oriented – efficient understanding of schedules and budgets
- Flexibility/Open to ideas
- The proposed budget is realistic for the proposed work of art
- Presentation of the proposed concept/artwork

The Finalist Evaluation may also contain some or all of the questions/topics outlined in the evaluation process.

Staff will contact the finalists after the **September 6, 2012** Committee meeting date when they make their recommended selections and schedule presentation/interviews for no later than **September 18, 2012**.

Once the Arts Selection Committee has determined the final choice(s) for recommendation, the proposer(s) will be notified by the City Clerk's Office.

All information regarding the award of the project is to be confidential until awarded by City Council.

"Special Considerations for Art in Public Places"

Exhibit B

Criteria for Public Artwork by either purchase or commission shall include but not limited to the following:

1. Adherence to the Mission and Goals of the Public Arts Committee.
2. **Inherent Artistic Quality**. This will be independent of all other considerations.
3. **Context of Artwork within the Municipal Art Collection**. Proposed artwork will be evaluated within the framework of the larger collection and whether it strengthens the collection if the artwork is proposed as a gift or donation to the city.
4. **Context of Artwork with Site**. Works of art must be compatible in scale, material, form and content with their surroundings. Consideration should be given to the architectural, historical, geographical and social/cultural location of the site. Proposed Artwork should be placed to be visible by most people.
5. **Media**. All forms of visual art may be considered. Works of art may either be portable or permanently attached. Choose materials and coatings based on their ability to survive local conditions that include chemical pollutants, airborne chlorides from the sea or de-icing salts; soot from automobiles or local industry, sunlight exposure and abrasive windblown dust. Be aware of how materials weather in an outdoor environment and their mutual compatibility.
6. **Permanence**. Due consideration should be given to the structural and surface soundness and to inherent resistance to theft, vandalism and weathering. Use of durable materials that provide adequate support should be considered. Choose fasteners, cladding, and other attachment devices for strength, durability and material compatibility to avoid galvanic corrosion. Use attachment mechanisms that permit removal or disassembly for maintenance activities.
7. **Ability to Maintain**. Significant consideration should be given to the cost and amount of ongoing maintenance and/or repair anticipated, and to the city's ability to provide adequate maintenance. Artwork should be composed of structurally resilient and abrasion resistant materials. Because water accelerates the deterioration of most materials choose materials that are stable in moist environments. Artwork should not be placed in a given site if the landscaping and maintenance requirements of that site cannot be met.
8. **Public Safety and Accessibility**. Each work of art shall be evaluated to ensure that it does not present a hazard to public safety and complies with all applicable building codes and accessibility requirements. Public Safety is a primary concern. Artwork should not block windows or entranceway, not obstruct normal pedestrian circulation in and out of a building unless such alteration is specifically a part of the experience or design of the artwork.
9. **Diversity**. The Public Arts Committee is committed to acquiring art works that reflect diversity in style, scale, media, and artistic sources as well as diverse cultural communities and perspectives. The Public Arts Committee also encourages exploratory types of artwork as well as established art forms.
10. **Feasibility**. Proposed objects shall be evaluated relative to their feasibility and convincing evidence of the artist's ability to successfully complete work as proposed.
11. **Duplication**. To assure that the artwork will not be duplicated, the artist will be asked to warrant that the work is unique and an edition of one unless stated to the contrary in the contract.



Evaluation Checklist

Exhibit C

Proposals received in response to an advertised Request for Proposal will be evaluated on the following but not limited to:

1. Proposal Requirements - All requirements outlined in the Request for Proposal have been followed and/or are included in the proposal package.
2. Any other information required by the request for proposals document.
3. Concept of the Proposal
4. Proposer interest or willingness in collaboration or working within a team approach.
5. Proposers experience or interest in working in the public realm or outside a studio setting.
6. Ability of the Proposer to meet time deadlines and schedules.
7. Quality of previous work of the proposer.
8. Is the proposed artwork designed and constructed by persons experienced in the production of such artwork and recognized by critics and peers as one who produces works of art.
9. Does the proposed work of art aesthetically enhance the public space or built environment to which it relates or otherwise interacts with its surrounding environment?
10. Does the proposed work of art add to the local identity and profile in the context of the City of Homer?
11. Is it specifically designed for its site (location) and is commensurate in scale with its surroundings?
12. Is a suitable addition to the public space proposed?
13. Is it durable (where applicable) and reasonable to maintain in terms of time and expense?
14. Does the artwork need lighting or other additional fixtures? Have they been included in the proposal?
15. Is it a permanent fixed asset to the property or can it be relocated to another facility or location if required in the future?
16. Is the proposed art suitable by way of form and quality, for public viewing and accessibility taking into consideration the possibility of an unsecured public space?
17. Does the proposed art require regular maintenance in order for it to last?
18. Does the proposed art fall within the applicable zoning codes as outlined in the Homer City Code?
19. Is the proposed artwork susceptible to vandalism?
20. Is the proposed artwork free of unsafe conditions or factors?
21. Does the proposed contribute to a sense of civic pride?
22. Does the proposed involve the local community? Such as addresses, but is not limited to, aspects of the city's history and/or culture?
23. Is the proposed work of art recognizing the overall broad intent and objectives of the City of Homer Public Art Policy?

Art Design Contract

Exhibit D

This agreement is made this ___ day of _____, 20___, by and between the **City of Homer** (City) and _____ (Artist) to provide the design (Work) as identified in Articles 2 and 6 of this Contract.

PROJECT: _____

OWNER: **City of Homer**

ARTIST: _____

ARTICLE 1

CONTRACT PAYMENT: The **City of Homer** agrees to pay **Artist** for satisfactory design in accordance to the attached schedule of values (Attachment B), \$_____ an hour and not to exceed \$_____. Final payment shall be made to Artist for a payable activity no later than thirty (30) calendar days after Artist's Design Work is completed. Artist agrees to joint checks being issued to suppliers, vendors and lower tier Subcontractors, if requested by City.

ARTICLE 2

SCOPE OF WORK: This contract is for providing a detailed design for the _____ and is neither an employment contract nor a subcontract for services. A second contract may be negotiated (after design) to complete installation of the _____. The design for the _____ shall include dimensions, elevations, functionality and recommended materials. The _____ shall be designed to fit within an estimated budget of \$_____. The Artist is expected to coordinate with the architect and the architect's plans. The Artist and City of Homer agree that this is for design only with guidance from the City including the _____. All final decisions regarding design parameters shall be at the direction of the designated City Representative, _____.

ARTICLE 3

ASSIGNMENTS: This contract is personal in nature. It is agreed and understood that the personal qualifications and abilities of _____ (**Artist**) are the essence of this contract. Any assignment by the Artist of his interest in any part of this contract or any delegation of duties under this contract is prohibited and shall void this contract.

ARTICLE 4

OWNERSHIP: The City shall own the design work created by the Artist pursuant to this contract. Copyright to the design, shall be owned by the Artist subject to the following restrictions:

- A. The Artist shall transfer all drawings and models of the artwork created by him pursuant to this contract to the City.
- B. The Artist shall be entitled to retain and utilize copies of the drawings and models, including photographs of the Work, for his own exhibitions. The Artist is further entitled to reproduce such drawings, models, and photographs for use in his portfolio and in books and publications about his work and to exercise all other reproduction rights provided under the United States copyright laws, except as otherwise restricted by this agreement.

SCHEDULE OF WORK: Time is of the essence. Artist shall provide the City with any requested scheduling information of Artist's Work. **The Artist's Work shall be completed no later than**_____.

ARTICLE 5

CHANGES: The City, without nullifying this Agreement, may direct Artist in writing to make changes to Artist's Design. Adjustment, if any, in the contract price or contract time resulting from such changes shall be set forth in a Contract Change Order pursuant to the Contract Documents.

ARTICLE 6

SPECIAL PROVISIONS: Attachment A, Schedule of Values is made binding parts of this contract.

In witness whereof, the parties have executed this Agreement, the day and year first written above.

Artist / Title

Date

Federal Tax ID Number

City of Homer / City Manager

Date

SAMPLE

Title:

PROCUREMENT ORDINANCE

Sections:

- 3.16.010 Contract and purchase procedure.
- 3.16.020 Limitation of manager's authority.
- 3.16.030 Open market procedures.
- 3.16.040 Advertising for bids.
- 3.16.050 Processing of bids.
- 3.16.060 Exceptions to bidding requirements.
- 3.16.070 Lowest responsive and responsible bidder.
- 3.16.080 Local Bidder Preference
- 3.16.090 Requirements mandatory.
- 3.16.100 Change orders - Manager authority.
- 3.16.110 Competitive sealed proposals - Negotiated procurement.
- 3.16.120 Policy and Procedure Manual.

3.16.010 **Contract and purchase procedure.** The City Manager or his designee may carry out any of the following:

- A. Contract for, purchase or issue purchase authorizations for all supplies, materials, equipment and services for the offices, departments, and agencies of the City;
- B. Contract for the construction, repair or improvements of City facilities. (Ord. 84-32 (part) 1984)

3.16.020 **Limitation on Manager's authority.**

A. The Manager may not make an acquisition or contract authorized by Section 3.16.010 of this chapter if the value of the property, service or contract exceeds ten thousand dollars, without first obtaining City Council approval of the appropriation or unless the property, service or contract is listed in the city's annual budget.

B. If the value of the property, service or contract exceeds ten thousand dollars but does not exceed twenty five thousand dollars, the Manager may authorize the acquisition or contract with the written concurrence of the Finance Director if appropriated funds are available, and upon seeking at least three competitive bids from a minimum of three vendors. The acquisition or contract will be awarded to the lowest responsive and responsible bidder as determined in 3.16.070 and without observing the procedure prescribed for the award of formal sealed bids. Written notice of such an acquisition or contract must be given to the City Council within 24 hours and at the next regular Council meeting.

C. If the value of the property, service or contract exceeds twenty five thousand dollars, and is not listed in the City's annual budget, the acquisition or contract must be approved in advance by the City Council. (Ord. 01-06(a), 2001) (Ord. 84-32 (part) 1984)

3.16.030 **Open market procedures.**

A. Purchase or contracts authorized by Section 3.16.010 having an estimated value that does not exceed twenty five thousand dollars may be made in the open market without publishing notice in a newspaper.

B. A purchase or contract authorized by Section 3.16.010 having an estimated value that exceeds ten thousand dollars but does not exceed twenty five thousand dollars shall be based on at

least three competitive written bids and be awarded to the lowest responsive bidder as determined in 3.16.070 and without observing the procedure prescribed for the award of formal sealed bids.. .

C. Small procurement greater than two thousand dollars but not exceeding ten thousand dollars shall, whenever practical, be based on at least two written or oral price quotations without observing the procedure prescribed for the award of formal sealed bids.

D. All purchase or contracts less than two thousand dollars shall be made on the open market with such competition as is reasonable and practical in the circumstances. (Ord. 01-06(a), 2001) (Ord. 87-29 § 1, 1988)

3.16.040 Advertising for bids.

A. Purchases or contract authorized by Section 3.16.010 having an estimated value of more than twenty five thousand dollars may be made only after a notice calling for bids is printed in a newspaper of general circulation within the City once a week for not less than two consecutive weeks prior to the date for the bid award, unless another form of media is authorized by the City Manager. The notice shall contain a general description of the property, work or service; state where the bid forms and/or specifications may be obtained; specify the place for submission of bids and the time by which they must be received.

B. The bid closing date shall be no sooner than five working days after the last date of advertisement.

C. The purchase or contract shall be awarded to the lowest responsive bidder as determined in 3.16.070. (Ord. 01-17, 2001) (Ord. 01-06(a), 2001)(Ord. 84-32 (part), 1984)

3.16.050 Processing of bids. Notwithstanding other provisions of this chapter relating to the award after competitive bid for purchases and contracts, the City may:

A. Reject defective or nonresponsive bids.;

B. Waive any irregularities in any and all bids;

C. Reject all bids;

D. Readvertise for bids with or without making changes in the plans, specifications or scope of work. (Ord. 84-32 (part), 1984)

3.16.060 Exceptions to bidding requirements. Unless otherwise authorized by law, all procurement actions shall be by competitive bidding. Authorized exceptions include:

A. Negotiated procurement following unsuccessful efforts to obtain competitive bidding.

B. Small procurement, below twenty five thousand dollars.

C. Emergency procurement.

D. Procurement of consultant and technical services.

E. Procurement of real estate.

F. Procurement of architect-engineer, construction manager, or construction completion services.

G. Interagency agreements.

H. Utilization of State or Local government contracts.

I. Sole source procurement.

J. Procurement resulting from competitive sealed proposals as defined in Section 3.16.100.

K. Placement of insurance coverage.

L. Electronic data processing software and hardware.

Competition will be sought to the maximum extent practicable. (Ord. 01-06(a), 2001) (Ord. 84-32 (part), 1984)

3.16.070 **Lowest responsive and responsible bidder.** In determining the lowest responsive and responsible bidder, the City shall consider:

- A. The price;
- B. The ability, capacity and skill of the bidder to perform the contract within the time and price specified;
- C. The reputation and experience of the bidder;
- D. The bidder performance and payment under previous contract. (Ord. 01-17, 2001) (Ord. 01-06(a), 2001) (Ord. 84-32 (part), 1984)

3.16.80 **Local Bidder Preference [Reserved]**

A. It is the policy of the City of Homer to give preference to City of Homer residents, workers, businesses, contractors, producers and dealers to the extent consistent with law.

B. A contract or purchase shall be awarded to a local bidder where the bid by such local bidder is, in all material respects, comparable to the lowest responsible non-local bid if the amount bid by such local bidder does not exceed the lowest non-local bid by more than the following percentages, unless such an award is contrary to state or federal law or regulation or unless the Council, at its discretion, determines prior to giving notice soliciting bids that the provisions of this section shall not apply to the contract or purchases:

Non - local bid is: Local bid is not more than:

\$0 - \$ 500,000.00	5 percent higher than non-local bid
\$0 - \$1,000,000.00	5 percent higher than non-local bid on first \$500,000.00 and 2.5 percent higher than non-local bid on amount in excess of \$500,000.00 to \$1,000,000.00

No additional adjustment for bids above \$1,000,000.00

- C. "Local bidder," for purposes of this section, means a person or firm who:
- 1. Holds a current Alaska Business License to provide such goods or services, and such other Alaska regulatory licenses as are required to provide such goods or services; and
 - 2. Submits a bid for goods or services under the name appearing on the person's or firm's current Alaska Business License; and
 - 3. Has maintained and staffed a place of business within the boundaries of the City of Homer for a period of at least six (6) months immediately preceding the date of the bid and intends to permanently maintain such place of business in the future; and
 - 4. Is registered in the Kenai Peninsula Borough to collect sales tax and locally provides the products and services sought; and
 - 5. Is not delinquent in the payment of any taxes, charges, or assessments owing to the City of Homer on account of that business.

D. The City Manager may require such documentation or verification by the person or firm claiming to be a local bidder as is deemed necessary to establish the requirements of this section.

E. Local bidder's preference does not apply to sale or other disposal of personal property in chapter 18.30 of the City Code.
(Ord 01-13(s)(a),2001) (Ord. 01-06(a), 2001)

3.16.090 **Requirements mandatory.** Except as provided in Section 3.16.100, a purchase, contract or sale subject to the provisions of this chapter shall not be valid, enforceable or binding upon the City unless the established requirements have been satisfied and the contract or purchase is approved by the City Council. (Ord. 84-32 (part), 1984)

3.16.100 **Change orders - Manager authority.** The City Manager or his designee is authorized, without Council approval, to enter into change orders where the amount of additional expenditure occasioned by the change order or orders does not, in the aggregate, exceed any contingency fund previously established with respect to the particular project or change the scope of work. The Manager or his designee shall report monthly to the Council the nature and amount of such change orders. Change orders exceeding in the aggregate the foregoing limitation or which change the scope of work are not binding without prior approval of the Council. (Ord. 84-32 (part), 1984)

3.16.110 **Competitive sealed proposals - Negotiated procurement.**

A. If the City Manager determines that use of competitive sealed bidding is not practicable, the City may procure supplies, services or construction by competitive sealed proposals under this section.

B. The City Manager shall solicit competitive sealed proposals by issuing a request for proposals. The request for proposals shall state, or incorporate by reference, all specifications and contractual terms and conditions to which a proposal must respond, and shall state the factors to be considered in evaluating proposals and the relative important of those factors. Public notice of a request for proposals shall be given in accordance with Section 3.16.040 (a) and (b).

C. Sealed proposals shall be designated as such on an outer envelope and shall be submitted by mail or in person at the place no later than the time specified in the request for proposals. Proposals not submitted at the place or within the time so specified shall not be opened or considered.

D. Proposals shall be received at the time and place designated in the request for proposals, and shall be opened so as to avoid disclosing their contents to competing proponents during the process of negotiation. Proposals, tabulations and evaluations thereof shall be open to public inspection only after the contract award. The City Manager shall issue a notice of recommendation to award to all responding proponents at least four days prior to approval by the final decision-making authority.

E. In the manner provided in the request for proposals, the City Manager may negotiate with those proponents whose proposals are determined to be responsive to the request for proposals. Negotiations shall be used to clarify and assure full understanding of the requirements of the request for proposals after submission and prior to award to obtain best and final offers. Proponents deemed eligible for negotiations shall be treated equally regarding any opportunity to discuss or revise proposals. In conducting negotiations or requesting revisions, no city officer or employee shall disclose any information derived from proposals of competing proponents.

F. If fair and reasonable compensation ,contract requirements and contract documents can be agreed upon with the most qualified proponent, the contract shall be awarded to that

proponent.

G. If fair and reasonable compensation, contract requirements and contract documents cannot be agreed upon with the most qualified proponent, the City Manager shall advise the proponent of the termination of negotiations. If the proposals were submitted by one or more other proponents determined to be qualified, negotiations may be conducted with such other proponents in the order of their respective rankings. The contract may be awarded to the proponent then determined to be most qualified and advantageous to the City.

H. Awards shall be made by written notice to the proponent whose final proposal is determined to be most advantageous to the City if satisfactory compensation, contract requirements and contract documents are agreed upon pursuant to subsection For G. No criteria other than those set forth in the request for proposals may be used in proposal evaluation. If the City Council, or the City Manager,(if the contract is within the Managers authority to award), determined that it is in the best interest of the City to do so, the City may reject all proposals.

I. When the service is routine and repetitious, the cost of the anticipated service shall be considered during evaluation of proposals. This paragraph shall not apply to a qualifications-based selection process. (Ord. 01-06(a), 2001) (Ord 92-38 § 1, 1992; (Ord. 84-32 (part), 1984)

3.16.120 Procurement Policy Procedure Manual.

A. The City Council herein incorporates by reference procurement policies and procedures specified in the City of Homer Procurement Policy and Procedures Manual.

B. The Manual may be revised with Council approval.

C. A copy of the Manual shall be available to the public at all times at the Homer City Hall.

Title: **PROCUREMENT POLICY AND PROCEDURE RESPONSIBILITY**

1.0 POLICY

The Policy and Procedures contained herein is provided as guidance to all procurement activity in the City. It has been developed to assure compliance with the direction of the City Council, the Homer Municipal Code, and sound business practices. It may be revised as required to meet the needs of the City Council.

2.0 DEFINITIONS

Procurement - An activity that includes purchasing, contracting, renting, leasing or otherwise obtaining materials, equipment, supplies, or services. It includes all functions that pertain to the obtaining of supplies and services, including description (but not determination) of requirements, selection and solicitation of sources, preparation and award of contracts, and related phases of contract administration.

3.0 RESPONSIBILITIES

- 3.1 The City Council is responsible for approval of City procurement policy.
- 3.2 The City Manager is responsible for ensuring compliance with City procurement policy and procedures.
- 3.3 The Director of Finance is responsible to develop, maintain, and implement City procurement policy and procedures and to carry out centralized procurement, where applicable.

4.0 EXCEPTIONS

Exceptions to this policy must be approved by the City Council.

5.0 REFERENCES

None.

Title: **PROCUREMENT APPROVAL POLICY**
Amended by Resolution 01-13(s)

1.0 POLICY

Levels of authority to commit funds or perform related procurement activities of the City have been established by the City Council. As appropriate, procurement actions outside prescribed limits set for department directors and the City Manager shall be submitted to the City Council for approval.

2.0 DEFINITIONS

- 2.1 Delegated Authority - The authority given by formal agreement to perform designated activities.
- 2.2 Procurement Function - The responsibility to deal with contractors/suppliers on behalf of the City and perform staff work in support of final actions taken by persons with assigned signature authority.
- 2.3 Signature Authority - The authority to sign a document that formally commits the City.
- 2.4 City Contract, Purchase Order and/or Change Order - A legally binding document, when full executed, committing both the City and a contractor, vendor and/or a supplier.

3.0 RESPONSIBILITY

- 3.1 The applicable department director is responsible for providing justification and backup in support of procurement action brought to the City Council for approval.
- 3.2 The Director of Finance is responsible for determining adequacy of procurement funding and cost effectiveness of procurement action and for ensuring that procurements are approved in accordance with the adopted Procurement Approval Matrix.
- 3.3 The City Manager is responsible for ensuring that procurements are made in accordance with City policy.
- 3.4 The City Council, when appropriate, approves procurement actions.

4.0 EXCEPTIONS

Exceptions to this policy must be approved by the City Council.

5.0 REFERENCES

- 5.1 Purchase Order Processing Procedure.
- 5.2 Procurement Approval Processing Procedure.
- 5.3 Procurement Documentation Requirement Policy.

6.0 ATTACHMENTS

City of Homer Procurement Approval Matrix.

**CITY OF HOMER
POLICY AND PROCEDURES
PROCUREMENT APPROVAL MATRIX**

Procurement/Contract Category	Dept. App.	Finance Verify Funds	City Manager Approval	City Council Approval
Supplies & Services \$0 to \$4,000 \$4,001 to \$10,000 over \$10,000 exceeds \$10,000 but doesn't exceed \$25,000 if Mgr & Finance Director concur, refer to HMC3.16.020	X X X X	X X X	X X X	X X
Travel & Subsistence Rents & Leases \$0 to \$250 over \$250	X X	X	X	
Capital Outlay/Projects \$0 to \$ 4,000 \$4,001 to \$10,000 Over \$10,000 exceeds \$10,000 but doesn't exceed \$25,000 if Mgr & Finance Director concur, refer to HMC3.16.020	X X X X	X X X	X X X	X X
Future Year Contracts & Commitments	X	X	X	X
Emergency Procurements	X	X	X	X
Budget Modification: -Line item Changes -Department Changes	X X	X X	X X	X

Title: **PROCUREMENT CHANGES POLICY**

1.0 POLICY

- 1.1 Authority to make procurement changes is vested in the Council and may be delegated.
- 1.2 Department directors and the City Manager are authorized by the Council to take limited procurement actions necessary to implement approved budgets, and they may further delegate this authority, in whole or in part, to such delegates as they may appoint in writing. These actions include changes to contracts/purchase orders.
- 1.3 The City may, by written order, make changes within the general scope of a contract. Approval authority will be based on current delegation as outlined in the Procurement Approval Matrix, but shall not exceed any contingency fund established for a particular project.

For changes outside the general scope of a contract, the City Council may change a contract previously let, by written order, if the City Manager certifies to the Council and the Council finds in open public meeting that:

- a. The change is necessary to comply with State or Federal regulations or standards, or with changes in plans or specifications recommended by the City Manager, for the purpose of improving the safety or feasibility of the project or expediting completion of the project on the most advantageous terms in the public interest; and
- b. The change does not provide for a type of construction basically different from that provided for in the contract.

2.0 DEFINITIONS

General Scope - That work which is fairly and reasonable within the contemplation of the parties when the contract was entered into.

3.0 RESPONSIBILITIES

- 3.1 The applicable department director is responsible for implementation of this policy. For changes outside the general scope of the contract which meets the provisions of the contract such as realignments, consolidation of contracts, significant variations in quantities, and contract extensions, these managers are responsible for preparation of the required justification for the City Manager's approval and for initiating the necessary change order for City Council action.

4.0 EXCEPTIONS

Based upon the review and recommendation of the Director of Finance, the City Manager

may approve exception to this policy.

5.0 **REFERENCES**

Procurement Cost Estimating Policy.

Title: **PROCUREMENT DOCUMENTATION REQUIREMENT POLICY**
Amended by Resolution , 01-13(s) , 97-39, 96-62(s)

1.0 POLICY

The following documentation will be developed and maintained in support of procurement actions:

1.1 Minimum Essential Documentation

- a. Originating Document (purchase order, capital improvement request, project change order, etc) (identifies need, sole source, prequalification).
- b. Executing Document (contract, purchase order, change order).
- c. Pricing Basis (competitive bid, proposal, price list, etc) where applicable.
- d. Price Evaluation (estimate or price analysis) where applicable.
- e. Plan Holders List, to be used for competitive bidding and requests for proposals. To be maintained by the City Clerk's Office.
- f. Record of Negotiation, Bid/Proposal Evaluation where applicable.

1.2 Administrative/Approval Expediting Documentation

- a. Council Information Memorandum/Resolution.

2.0 DEFINITIONS

None.

3.0 RESPONSIBILITIES

Development of procurement documentation is the responsibility of the department director.

4.0 EXCEPTIONS

Based upon the review and recommendation of the Director of Finance, the City Manager may approve exception to this policy.

5.0 REFERENCES

Procurement Approval Processing Procedure.

Title: **COMPETITIVE BIDDING & NEGOTIATED PROCUREMENT POLICY**
Amended by Resolution 01-13(s)

1.0 POLICY

Unless otherwise authorized by law, all procurement actions shall be competitive bidding. Authorized exceptions include:

- A. Negotiated procurement following unsuccessful efforts to obtain competitive bidding.
- B. Small procurement, below twenty five thousand dollars.
- C. Emergency procurement.
- D. Procurement of consultant and technical services.
- E. Procurement of real estate.
- F. Procurement of architect-engineer, construction manager, and construction completion services.
- G. Interagency agreements.
- H. Utilization of State or Local government contracts.
- I. Sole source procurement.
- J. Procurement resulting from competitive sealed proposals.
- K. Placement of insurance coverage.
- L. System compatible electronic data processing software and hardware.

Competition will be sought to the maximum extent practicable.

2.0 DEFINITIONS

None.

3.0 RESPONSIBILITIES

Department directors are responsible for insuring that competitive bidding is used for all appropriate procurement activities.

4.0 EXCEPTIONS

Exceptions to this policy must be approved by the City Council.

5.0 REFERENCES

5.1 Bid/Proposal Evaluation Policy.

Title: **PROCUREMENT BID/PROPOSAL EVALUATION POLICY**
Amended by Ordinance 01-13(s)(a)

1.0 POLICY

- 1.1 Bid/proposal packages shall be unconditionally accepted without alteration or correction, except that pricing ambiguities will be corrected.
- 1.2 Bid/proposal packages shall be reviewed for completeness. Complete packages shall be evaluated for price, commercial responsiveness, technical responsiveness, and responsibility.
- 1.3 When appropriate, bid/proposals which exceed the Fair Cost Estimate by more than 15% shall be rejected. Packages must be evaluated to the extent necessary to determine that correctable errors would not reduce the bid/proposal price to within the acceptable range.
- 1.4 Bids/proposals shall be evaluated strictly in accordance with the specific terms and evaluation criteria set forth in the Invitation for Bid or Request for Proposal.
- 1.5 Evaluation factors and determinations of responsiveness and responsibility shall be handled in a consistent manner.
- 1.6 The City Council shall be the appellate authority with regard to whether a bid/proposal is responsive to the Invitation for Bid or Request for Proposal and as to whether a bidder/proponent is responsible under the conditions of his bid or proposal.
- 1.7 Communications with bidders/proponents shall be discontinued during the evaluation period. If contact is essential, then it shall be for a specific purpose and be provided to all bidders/proponents.
- 1.8 General announcements/addenda shall be provided to all bidder/proponents.
- 1.9 Local bidder preference shall apply to all bids in accordance with ordinance 01-13(s)(a).

2.0 DEFINITIONS

- 1.1 Bid - An offer to perform a contract for work and labor or supplying materials at a specified price. A bid is usually in response to an invitation for bid or a solicitation.
- 1.2 Proposal - An offer by one party or organization to another of terms and conditions with reference to some work or undertaking. A proposal is in response to a request for proposals and is usually associated with procurement by negotiation.
- 1.3 Responsive - Complies in all material respects with the essential provisions of the

Invitation for Bids or the Request for Proposals.

1.4 Responsible - Ready, willing and able to perform the work.

3.0 **RESPONSIBILITIES**

3.1 It is the responsibility of the applicable department director and the Director of Finance to conduct bid/proposal evaluations.

3.2 It is the responsibility of the applicable department director and the City Manager to approve essential communication with bidder/proponents.

3.3 It is the responsibility of the applicable department director and the Director of Finance to determine fair cost estimates, where appropriate.

4.0 **EXCEPTIONS**

Based upon the review and recommendation of the Director of Finance, the City Manager may approve exception to this policy.

5.0 **REFERENCES**

5.1 Procurement Cost Estimating Policy.

Title: **BID OR PROPOSAL PROCESSING CHECKLIST**
Amended by (Ord 01-13(s)(a),2001),(Reso 01-13(s)),(Reso 97-39)
WHEN TO USE A BID OR PROPOSAL PROCESS

Use Bid Process when a specific scope of work, material, goods or services are required and where more than one contractor/supplier exists to create competition.

Use Proposal process when it is beneficial to the City for the contractor/supplier to propose unique or innovative approaches to meet the procurement requirement, and where a negotiated agreement is in the best interest of the City.

BID PROCESS

1. Develop Invitation to Bid and Bid Package - The Bid Package shall include a Bidder's checklist of required submittals.
2. Advertise Bid - The minimum requirement for advertising bids shall be a notice calling for bids printed in a newspaper of general circulation within the City once a week for not less than two consecutive weeks prior to the date for the bid award, unless another form of media is authorized by the City Manager.
3. Plan Holders List - The City Clerk's Office shall maintain an official plan holders list of all bidders and/or proposers.
 - a. This list shall contain the bidder/proposer name, contact person, mailing and physical address, phone number, fax number and E-mail address.
 - b. The list shall contain the date the bidder/proposer was mailed, faxed or received the bid/rfp documents, an updated plan holders list, any addenda and etcetera.
 - c. The official list shall note date payment was received for bid/rfp documents, if the plan holder owns the City Standard Construction Specs and bidding status, ie, general contractor, sub contractor, etc. - whenever pertinent.
 - d. A general bidder not listed on the Official Plan Holders List shall be deemed non-responsive.
4. Bid Period
 - a. The bid closing date shall be no sooner than five working days after the last date of advertisement.
 - b. Bids shall be clocked in and logged in at City Hall. The City will specify in the bid documents the time clock or source.
 - c. Bids shall be turned over to the City Clerk for safe keeping until the date of the bid opening.

5. Bid Opening Procedure

- A. The applicable department director and Director of Finance or their designees shall conduct the bid opening.
- B. The bid opening shall generally be conducted in the following manner:
 - Introduction of staff.
 - Announce dates of bid period.
 - Announce the expiration of the period.
 - Note: The City shall require bids be submitted in two parts; Part A shall consist of bid price information and bid bond/checks, whereas Part B shall consist of the remainder of the submittals required by the Invitation to Bid.
- C. Determine responsiveness of bids by:
 - Opening bidders Part B portion of the bid in the order received.
 - Read aloud/announce: Name of bidder, address of bidder and date and time received.
 - Determine if Bidder provided all submittals in the form specified by the Invitation to Bid (e.g. Business License Number, Addendum Acknowledgment, EEO Form, etc.).
 - Bids which do not include the submittals in the form specified by the Invitation to Bid shall be determined to be non-responsive and shall be set aside along with the unopened Part A of the bid.
- D. Part A (Price) of the bids which are determined to be responsive to the Invitation to Bid, will be opened at which time the Bid Price will be read aloud.
- E. Record bid information on Bid Register.
- F. Read aloud Fair Cost Estimate, if appropriate.
- G. Announce the Close of Bid Opening and that an award would be made after concluding the technical evaluation of the bids and determining the respective responsibility of the apparent low bid.

6. Evaluation Bids

- A. Review pricing, correct any pricing ambiguities which are immaterial and do not affect total bid price.

- B. Determine whether a local bidder preference applies.
- C. Determine whether technical requirements are met.
- D. Determine responsibility and responsiveness of a bid and bidder.
- E. Prepare award recommendation.

Note: In determining if a bid and bidder are responsible and response, the City shall consider:

- price
- ability, capacity and skill
- reputation and experience, and
- prior contract performance.

To obtain the above information, the City may require a bidder to complete a confidential bidder questionnaire or provide a list of references.

PROPOSAL PROCESS

The proposal process should generally follow the bid process outlined above, except the proposal evaluation steps will normally include City/Contractor clarification of scope of work and negotiation of contract terms to ensure that the interests of the City are met on the most cost effective basis.

Title: **NEGOTIATION PLANS POLICY**

1.0 POLICY

Negotiation plans shall be prepared before entering negotiations on significant procurement actions. The plans and record of negotiations shall be fully documented. Minimum requirements for the negotiation plans and needs shall be established.

2.0 DEFINITIONS

Procurement actions having a significant impact:

- 2.1 Capital Project Contract Agreements.
- 2.2 Procurement actions over \$15,000 requiring Council approval.
- 2.3 Exceptions or modifications to standard terms and conditions.
- 2.4 Additional reviews as requested by management.

3.0 RESPONSIBILITIES

The appropriate department director shall be responsible for establishing minimum requirements for negotiation plans.

4.0 EXCEPTIONS

Based upon the review and recommendation of the Director of Finance, the City Manager may approve exception to this policy.

5.0 REFERENCES

None.

Title: **SOLE SOURCE PROCUREMENT POLICY**

1.0 POLICY

The City Council may approve the procurement of a supply, equipment, service or construction item without competitive bidding if it has been determined that there is only one available source.

2.0 DEFINITIONS

Sole Source Procurement - Procurement of materials, equipment, supplies or services from a single provider.

3.0 RESPONSIBILITY

Department directors are responsible for determining the availability of goods and services and, therefore, the justification of a sole source procurement.

4.0 EXCEPTIONS

Based upon the review and recommendation of the Director of Finance, the City Manager may approve exception to this policy.

5.0 REFERENCES

None.

Title:

CONTRACT FORM POLICY

1.0 POLICY

- 1.1 Subject to stated limitations, any form of contract which in the opinion of management, will promote the best interests of the City may be used, except a contract which is cost-plus-a-percentage-of-cost.
- 1.2 A cost-reimbursement contract may be used only when a determination has been made in writing that such a contract is likely to be less costly to the City than any other type or that it is impractical to obtain the supplies, services, or construction required except under such a contract.
- 1.3 Standardized baseline documents should be utilized for development and award of contracts.

2.0 DEFINITIONS

Cost-Reimbursement Contract - A contract where the contractor is reimbursed for actual cost incurred in the performance of the contract.

3.0 RESPONSIBILITIES

- 3.1 Department directors are responsible to develop the best suited form of contract.
- 3.2 The City Attorney and Director of Finance are responsible for review and approval of contract forms.

4.0 EXCEPTIONS

None permitted.

5.0 REFERENCES

Legal Review Policy.

Title:

LEGAL REVIEW POLICY

1.0 POLICY

It is City policy that all procurement actions having a significant impact on the City's legal rights or obligations require legal review prior to implementation.

2.0 DEFINITIONS

Procurement actions having a significant impact:

- 2.1 Capital Project Contract Agreements.
- 2.2 Procurement actions over \$15,000 requiring Council approval.
- 2.3 Exceptions or modifications to standard terms and conditions.
- 2.4 Additional reviews as requested by management.

3.0 RESPONSIBILITIES

The City Attorney shall be responsible for required legal reviews.

4.0 EXCEPTIONS

Based upon the review and recommendation of the Director of Finance, the City Manager may approve exception to this policy.

5.0 REFERENCES

None.

Title: **PROCUREMENT WARRANTY CLAUSE POLICY**

1.0 POLICY

A suitable expressed warranty provision will be considered for inclusion in the terms of all procurement.

2.0 DEFINITIONS

Warranty - Promissory obligations expressed or implied by a seller upon a sale of supplies, property or performance of services to a buyer.

3.0 RESPONSIBILITIES

Development of suitable warranty clauses are the responsibility of the department director, the City Attorney and Director of Finance, as appropriate.

4.0 EXCEPTIONS

Based upon the review and recommendation of the Director of Finance, the City Manager may approve exception to this policy.

5.0 REFERENCES

None.

Title: **PROCUREMENT ADVERTISING POLICY**
Amended by Resolution 01-13(s)

1.0 POLICY

Invitation for Bids or Request for Proposal for public work, services, material, equipment, or supply procurements exceeding \$25,000 must be advertised in a newspaper of general circulation within the City, once a week for not less than two consecutive weeks prior to the date for the bid award, unless another form of media is authorized by the City Manager. Additional publications and radio advertisements may also be used. This Notice to Bidders/Proponents shall at the time of publication be on file at the City subject to public inspection. In addition, any published notice ordering work to be performed for the City shall be mailed at the time of the publication to any established trade association or plan center, if applicable.

2.0 DEFINITIONS

None.

3.0 RESPONSIBILITIES

- 3.1 It is the responsibility of the appropriate department director to initiate the necessary advertisement.
- 3.2 It is the responsibility of the City Clerk to coordinate placement of the required advertisements.

4.0 EXCEPTIONS

Based upon the review and recommendation of the Director of Finance, the City Manager may approve exception to this policy.

5.0 REFERENCES

None.

Title: **CONTRACTOR PROCUREMENT POLICY**

1.0 POLICY

In contracts for public improvement exceeding \$15,000, the City shall require any contractor performing work on a cost reimbursable basis to establish and submit for approval its procurement procedures before making any payment for items procured under such a contract. Contractor policy shall generally reflect City procurement policy.

The City will require such procedures to include competition for items and services.

2.0 DEFINITIONS

None.

3.0 RESPONSIBILITIES

Approval of contractor procurement procedures is the responsibility of the appropriate department director.

4.0 EXCEPTIONS

Based upon the review and recommendation of the Director of Finance, the City Manager may approve exception to this policy.

5.0 REFERENCES

None.

Title: **PROCUREMENT APPROVAL PROCESSING PROCEDURE**
Amended by Resolution 01-13(s)

1.0 POLICY

Procurement actions requiring approval of the City Council shall be presented to the Council at their regularly scheduled meetings.

2.0 PURPOSE AND SCOPE

2.1 The City Council shall approve certain procurement actions prior to execution.

2.2 This procedure shall be followed to ensure that the Council is provided adequate justification and support information to act upon procurement recommendations.

3.0 DEFINITIONS

See Glossary.

4.0 PROCEDURE

Procurement actions for Professional/Outside Service, Capital Outlay, and Future Year Contracts/Commitments in excess of \$10,000 or \$25,000 with City Manager and Finance Director concurrence.

Responsibility

Instructions

Department 1. Prepare and obtain approval of Procurement Request, (i.e. purchase order, contract, lease, etc.).

2. Prepare Information Memorandum for council members (attachment 1). The form shall clearly identify rationale for action and sources of budget funding for proposed procurement.

3. Forward procurement request and information memorandum to Finance for Financial Analysis and Budget Verification.

Finance Dept. Review procurement request and verify availability of funds, and forward to the City Manager for formal Council action.

5.0 REFERENCES

5.1 Procurement Authority Policy.

5.2 Purchase Order Processing Procedure.

6.0 ATTACHMENTS.

Information Memorandum for Council Action.

Title: **PREPARATION OF INFORMATION MEMORANDA FOR SUBMITTAL
OF PROCUREMENT REQUESTS TO THE HOMER CITY COUNCIL**

Amended by Resolution 01-13(s)

1.0 POLICY

This provides guidelines for the preparation of Information Memoranda for Council action in support of procurement recommendations. The Information Memoranda are intended to enhance the Council decision-making function by:

- 1.1 Assuring that information and recommendations presented to the Council are relevant, accurate, objective, timely and complete.
- 1.2 Obtaining participation in the development of recommendations to the Council by all parties who can assist in clarifying the issues or will be affected by the outcome.

Additional information or accompanying documents, if appropriate, should be provided in an attachment.

2.0 FORMAT OF INFORMATION MEMORANDUM

The body of an Information Memorandum should contain each of the sections described below, when appropriate.

- 2.1 Procurement Description - Describe concisely the nature of the procurement action.
- 2.2 Background - Summarize briefly relevant background material. Information provided may include the origin, history, and importance of the procurement. If essential to understanding the procurement requirement, additional background material may be provided in attachments and referenced in the text.
- 2.3 Justification - Summarize briefly why and how long it is needed and what its use will be. State who will benefit from it, and what will happen if it is not available.
- 2.4 Alternatives - If appropriate, each option for meeting the procurement requirement shall be described succinctly.
- 2.5 Discussion - Comment briefly on the implications of selecting an alternative procurement approval, if applicable, to clarify the basis for the recommendations. Summarize the positions of other personnel if they disagree with the alternative recommended. Additional comments may be provided in attachments. If the issue is a unique proposal, such as a proposal for a singular course of action, the "Alternatives" section should be omitted and this section should discuss the reasons for -or implications, pro and con - of taking or not taking the proposed action.
- 2.6 Fiscal Note - Explain briefly if the item is budgeted. If not budgeted, show source

from which monies should be made available. Include advantages of this action. Future cost or savings if applicable.

- 2.7 Bid/Proposal Evaluation - State briefly who, or who not, a bid/proposal cycle was employed. Explain the evaluation method used and the outcome of the evaluations.
- 2.8 Recommendation - State concisely the action recommended to the Council, and reference the option number listed under "Alternatives," if applicable.
- 2.9 Next steps - A brief list shall be made of the actions needed to implement the decision, including when the action must be completed and by whom. When additional Council actions are foreseen, these should be described, including estimated dates and costs.

Chapter 18.07 FUNDS FOR WORKS OF ART IN PUBLIC PLACES

Sections:

- [18.07.010](#) Purpose.
- [18.07.020](#) Definitions.
- [18.07.030](#) Art funding requirements for public buildings and facilities.
- [18.07.040](#) Implementation.
- [18.07.050](#) Selection.
- [18.07.070](#) Exemptions.
- [18.07.080](#) Miscellaneous provisions.
- [18.07.090](#) Public art fund.
- [18.07.100](#) Ownership and management of works of public art.

18.07.010 Purpose.

The State has recognized through the enactment of AS [35.27.010](#), and the City of Homer hereby recognizes by the enactment of this chapter, the responsibility of government to foster the development of culture and the arts through the purchase or commissioning of works of art for municipal buildings and facilities. It is therefore declared to be municipal policy that a portion of appropriations for capital expenditures for municipal buildings and facilities be devoted to the acquisition of works of art to be permanently placed or incorporated in such buildings or facilities. [Ord. [02-25\(A\)](#), 2002].

18.07.020 Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

“Art” and “work of art” mean all forms of original creations of visual art, including but not limited to the following:

1. Sculptures: in the round, bas relief, high relief, mobile, fountain, kinetic or electronic, in any material or combination of materials.
2. Painting: all media, including portable and permanently affixed works, such as murals.
3. Graphic arts: printmaking and drawing.
4. Mosaics.
5. Photography.
6. Crafts: in clay, fiber and textiles, wood, metal, plastics and other materials.
7. Calligraphy.
8. Mixed media: any combination of forms or media, including collage.

“Construction, remodeling or renovation of municipal buildings and facilities” means any capital improvement projects paid for wholly or in part by the municipality to build, rebuild or improve any

decorative or commemorative structure, park or parking facility or any building.

"Total cost of construction, remodeling or renovation" means the total allotted funding for the subject project at the time of award of contract, exclusive of the costs of land acquisition, site investigation, and environmental cleanup or remediation. [Ord. [02-25\(A\)](#), 2002].

18.07.030 Art funding requirements for public buildings and facilities.

a. Plans and specifications for the original construction, remodeling or renovation of municipal buildings and facilities resulting in proposed capital expenditures exceeding the sum of \$250,000 shall contain and provide for the inclusion of works of art of a value of one percent of the total cost of the construction, remodeling or renovation project. All appropriations for capital improvements falling within the provisions of this chapter shall be deemed to include funding to implement the requirements of this section.

b. If there is a change in the total cost of the project resulting from a change order or amendment to the project budget after the time of the award of the contract, the amount of funding for the artwork will not be changed.

c. Expenditure of sums required to be allocated to works of art under subsection (a) of this section shall be limited to all costs associated with design, construction, acquisition and royalties for the works of art, excluding all contract administration and project administration costs.

d. Municipal funding of art projects for capital expenditures will be capped at \$70,000. Art projects for capital expenditures exceeding \$7,000,000 will not be greater than \$70,000 unless funding beyond \$70,000 is from private contributions.

e. Private funding contributions for art projects in public buildings are encouraged and this funding is not considered part of the one percent. [Ord. [02-25\(A\)](#), 2002].

18.07.040 Implementation.

a. During the preliminary design review of any project for construction, remodeling or renovation covered by this chapter any contractor, department or instrumentality of the municipality charged with the design preparation of this project shall consult with the Public Arts Committee regarding the implementation of HCC [18.07.030\(a\)](#).

b. The Public Arts Committee may adopt, and from time to time amend, regulations setting forth the manner in which the requirements of this chapter shall be carried out, which shall be effective upon approval by City Council resolution.

c. The requirements of HCC [18.07.030\(a\)](#) shall not be waived except as provided for in HCC [18.07.070](#). [Ord. 10-55(A) § 2, 2011; Ord. [02-25\(A\)](#), 2002].

18.07.050 Selection.

a. Where works of art are to be incorporated in the construction, remodeling or renovation of a City building or facility or its grounds, such works of art shall be selected and recommended to the Council for approval by a jury consisting of the architect or project designer, a representative of the user department, a representative of the Public Arts Committee and such additional persons that the Public Arts Committee may designate, subject to Council approval.

b. Where works of art are to be commissioned or acquired, but not incorporated in the construction, remodeling or renovation of a City building or facility or its grounds, such works of art shall be selected and recommended to the Council for approval by a jury of at least three members consisting of a representative of the user department, one or more members of the Public Arts Committee and such additional persons that the Public Arts Committee may designate, subject to Council approval. [Ord. 10-55(A) § 3, 2011; Ord. [02-25\(A\)](#), 2002].

18.07.070 Exemptions.

The City Council may waive the requirements of this chapter in whole or in part as to the construction, remodeling or renovation of a City building or facility upon a finding by the Public Arts Committee or City Manager that the inclusion of works of art in the construction, remodeling or renovation as required by this chapter would not provide any aesthetic benefit to the community or to the principal users of the building or facility. [Ord. 10-55(A) § 5, 2011; Ord. [02-25\(A\)](#), 2002].

18.07.080 Miscellaneous provisions.

a. Sums allocated for the acquisition of works of art under the provisions of this chapter shall be deemed to be part of the construction costs of the project.

b. Where Federal or State grant funds are to be used to match municipal funds for a construction, remodeling, or renovation project covered by this chapter, the grant application shall, where applicable and where permitted by the granting authority, be made for the total cost of such project, including portions to fund works of art under this chapter. Unless prohibited by the terms of such grants, any money received may be used to implement the requirements of this chapter. [Ord. [02-25\(A\)](#), 2002].

18.07.090 Public art fund.

a. A public art fund is established as a separate, interest bearing account in the City general fund to receive money for the public art program from the following sources:

1. Funds for public art fees received from private development.
2. Funds donated to the City for public art.
3. Other funds appropriated by the Council for public art.

b. Money in the public art fund shall be used solely to pay the costs of selecting, commissioning, acquiring, installing, maintaining, public education regarding, administrating, removing and insuring the works of public art, and any other expense related thereto.

c. Interest earned on money in the public art fund shall be deposited in the public art fund.

d. The public art fund is administered by the City with the advice of the Public Arts Committee.

e. The Public Arts Committee annually shall prepare a plan for expenditures from the public art fund for approval by the City Council. [Ord. [09-51\(A\)](#) § 1, 2009].

18.07.100 Ownership and management of works of public art.

a. Ownership of all works of art acquired by or on behalf the City shall be vested in the City.

- b. The City shall place or construct public art at locations that are open to the public and where the public art shall be visible to the general public during, at a minimum, normal business hours.

- c. The removal from display by the City of public art owned by the City shall follow established guidelines for de-accessioning and shall be subject to review and recommendation by the Public Arts Committee with final approval by the Council. [Ord. [09-51\(A\)](#) § 2, 2009].

The Homer City Code is current through Ordinance 14-44(S), passed August 25, 2014.

Disclaimer: The City Clerk's Office has the official version of the Homer City Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

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**CITY OF HOMER
HOMER, ALASKA**

City Manager

ORDINANCE 10-55(A)

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA, ADOPTING HOMER CITY CODE CHAPTER 1.70, PUBLIC ARTS COMMITTEE; AMENDING HOMER CITY CODE 18.07.040, IMPLEMENTATION; AMENDING HOMER CITY CODE 18.07.050 SELECTION; REPEALING HOMER CITY CODE 18.07.060, PROGRAM ADMINISTRATION; PUBLIC ARTS COMMITTEE; AND AMENDING HOMER CITY CODE 18.07.070, EXEMPTIONS; REGARDING THE APPOINTMENT, COMPOSITION AND FUNCTIONS OF THE PUBLIC ARTS COMMITTEE.

THE CITY OF HOMER ORDAINS:

Section 1. Homer City Code Chapter 1.70, Public Arts Committee, is adopted to read as follows:

Chapter 1.70 Public Arts Committee

Sections:

- 1.70.010 Created; Membership.
- 1.70.020 Terms of members; Vacancies.
- 1.70.030 Proceedings of Committee.
- 1.70.040 Duties and responsibilities of Committee.

1.70.010 Created; Membership. a. There shall be a City of Homer Public Arts Committee, hereinafter referred to as the Committee. The Committee shall consist of five members, who shall be appointed by the Mayor subject to confirmation by the City Council. Prior to making appointments, the Mayor may solicit nominations from the Pratt Museum, community arts groups, and the public. All members of the Public Arts Committee may have a demonstrated interest and familiarity with arts and culture, either through professional practice or volunteer work.

When considering applicants, preference may be given to:

1. A working professional artist.
2. A person working in the public education community.
3. A City Council member.
4. A person with experience or training related to the arts, such as art history, or employment in fields such as architecture, education, curation, conservation, performing arts or visual arts.

5. A person representing the public at large.

b. One committee member may reside outside the city limits; provided that preference shall be given to city resident applicants.

47 1.70.020 Terms of members; Vacancies. a. Members of the Committee are appointed for
48 two-year terms, with three terms and four terms commencing in alternate years.

49 b. A vacancy on the Committee is filled for the unexpired term by appointment by
50 the Mayor subject to confirmation by the City Council.

51 c. The Committee may declare a vacancy in the office of a Committee member with
52 three or more unexcused absences from successive regular and special meetings of the
53 Committee.

54
55 1.70.030 Proceedings of Committee. a. The Committee may adopt, and from time to time
56 amend, regulations governing its proceedings, which shall be effective upon approval by City
57 Council resolution.

58 b. The Committee annually shall elect a chair and vice chair from its membership.
59 The chair shall preside at meetings of the Committee. In the absence of the chair, the vice chair
60 shall perform the duties of the chair.

61
62 1.70.040 Powers and duties. The Committee shall have the following powers and duties:

63 a. Advise the City Council, and City boards, commissions and departments
64 regarding the support of the arts.

65 b. Establish, subject to approval by City Council resolution, policies and procedures
66 regarding the acquisition, maintenance and disposition of works of art by the City.

67 c. Perform the functions related to the funding of works of art in public places that
68 are prescribed in HCC Chapter 18.07.

69 d. Advise the City in its administration of the public arts fund established by HCC
70 18.07.090.

71 e. Further the development and public awareness of the arts in the City.

72
73 Section 2. Subsection (b) of Homer City Code 18.07.040, Implementation, is amended
74 to read as follows:

75
76 b. The Public Arts Committee may adopt, and from time to time amend regulations
77 setting forth the manner in which the requirements of this chapter shall be carried out, which
78 shall be effective upon approval by City Council resolution.

79
80 Section 3. Homer City Code 18.07.050 Selection, is amended to read as follows:

81
82 18.07.050 Selection. a. Where works of art are to be incorporated in the construction,
83 remodeling or renovation of a city building or facility or its grounds, such works of art shall be
84 selected and recommended to the Council for approval by a jury consisting of the architect or
85 project designer, a representative of the user department, a representative of the Public Arts
86 Committee and such additional persons that the Public Arts Committee may designate, subject to
87 Council approval.

88 b. Where works of art are to be commissioned or acquired, but not incorporated in the

89 construction, remodeling or renovation of a city building or facility or its grounds, such works of
90 art shall be selected and recommended to the Council for approval by a jury of at least three
91 members consisting of a representative of the user department, one or more members of the
92 Public Arts Committee and such additional persons that the Public Arts Committee may
93 designate, subject to Council approval.

94
95 Section 4. Homer City Code 18.07.060, Program Administration; Public Arts Committee,
96 is repealed.

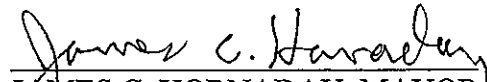
97
98 Section 5. Homer City Code 18.07.070, Exemptions, is amended to read as follows:

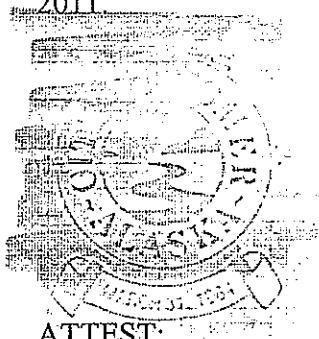
99
100 18.07.070 Exemptions. The City Council may waive the requirements of this chapter in
101 whole or in part as to the construction, remodeling or renovation of a city the building or facility
102 upon a finding by the Public Arts Committee or City Manager that the inclusion of works of art
103 in the construction, remodeling or renovation as required by this chapter would not provide any
104 aesthetic benefit to the community or to the principal users of the building or facility.

105
106 Section 6. This Ordinance is of a permanent and general character and shall be included
107 in the City Code.


108
109 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this 24th day of January,
110 2011

CITY OF HOMER


JAMES C. HORNADAY, MAYOR



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119 ATTEST:

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123 JO JOHNSON, CMC, CITY CLERK

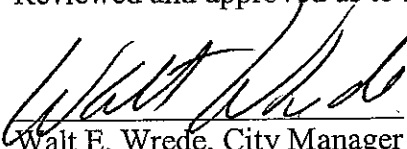
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125 YES: 5
126 NO: 0
127 ABSTAIN: 0
128 ABSENT: 1
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131 First Reading: 12/13/10
132 Public Hearing: 1/24/11
133 Second Reading: 1/24/11
134 Effective Date: 1/25/11

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137 Reviewed and approved as to form:

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140 
141 Walt E. Wrede, City Manager

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143

Date: 1/25/11


Thomas F. Klinkner, City Attorney

Date: 1-23-11

CITY OF HOMER
HOMER, ALASKA

Yourkowski

ORDINANCE 02-25(A)

AN ORDINANCE OF THE CITY OF HOMER AMENDING THE HOMER CITY CODE TO ADD CHAPTER 18.07 REQUIRING FUNDING FOR WORKS OF ART IN PROJECTS FOR CONSTRUCTION, REMODELING AND RENOVATION OF CERTAIN PUBLIC FACILITIES.

WHEREAS, Homer is considered by many to be a haven for the arts yet we see very little public art as we walk and drive around town; and

WHEREAS, Public art would add to the beauty of Homer thereby adding to our quality of life and the visitor's experience; and

WHEREAS, The city wishes to maximize artistic input into architectural decisions in a cost effective manner, thereby creating unique and aesthetic public facilities for the enjoyment of all.

NOW, THEREFORE, THE CITY OF HOMER HEREBY ORDAINS:

Section 1. A new chapter 18.07 entitled Funds for Works of Art in Public Places is hereby added to the Homer City Code to read as follows:

Sections:

18.07.010 Purpose

18.07.020 Definitions

18.07.030 Art Funding Requirements for Public Buildings and Facilities

18.07.040 Implementation

18.07.050 Selection

18.07.060 Program Administration; Public Arts Committee

18.07.070 Exemptions

18.07.080 Miscellaneous Provisions

18.07.080 Miscellaneous Provisions

18.07.010 Purpose. The State has recognized through the enactment of AS 35.27.010, and the City of Homer hereby recognizes by the enactment of this chapter, the responsibility of government to foster the development of culture and the arts through the purchase or commissioning of works of art for municipal buildings and facilities. It is therefore declared to

be municipal policy that a portion of appropriations for capital expenditures for municipal buildings and facilities be devoted to the acquisition of works of art to be permanently placed or incorporated in such buildings or facilities.

18.07.020 Definitions. The following words, terms and phrases, when used in this chapter, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

"Art" and "work of art" mean all forms of original creations of visual art, including but not limited to the following:

1. Sculptures: in the round, bas relief, high relief, mobile, fountain, kinetic or electronic, in any material or combination of materials.
2. Painting: all media, including portable and permanently affixed works, such as murals.
3. Graphic arts: printmaking and drawing.
4. Mosaics.
5. Photography.
6. Crafts: in clay, fiber and textiles, wood, metal, plastics and other materials.
7. Calligraphy.
8. Mixed media: any combination of forms or media, including collage.

"Construction, remodeling or renovation of municipal buildings and facilities" means any capital improvement projects paid for wholly or in part by the municipality to build, rebuild or improve any decorative or commemorative structure, park or parking facility or any building.

"Total cost of construction, remodeling or renovation" means the total allotted funding for the subject project at the time of award of contract, exclusive of the costs of land acquisition, site investigation, and environmental clean up or remediation.

18.07.030 Art funding requirements for public buildings and facilities.

A. Plans and specifications for the original construction, remodeling or renovation of municipal buildings and facilities resulting in proposed capital expenditures exceeding the sum of \$50,000.00 \$250,000.00 shall contain and provide for the inclusion of works of art of a value of one percent of the total cost of the construction, remodeling or renovation project. All appropriations for capital improvements falling within the provisions of this chapter shall be deemed to include funding to implement the requirements of this section.

B. If there is a change in the total cost of the project resulting from a change order or amendment to the project budget after the time of the award of the contract, the amount of funding for the artwork will not be changed.

C. Expenditure of sums required to be allocated to works of art under subsection 18.07.030 (A) shall be limited to all costs associated with design, construction, acquisition and

royalties for the works of art, excluding all contract administration and project administration costs.

D. Municipal funding of art projects for capital expenditures will be capped at \$70,000.00 (seventy thousand dollars). Art projects for capital expenditures exceeding \$7,000,000.00 (seven million dollars) will not be greater than \$70,000.00 (seventy thousand dollars) unless funding beyond \$70,000.00 (seventy thousand dollars) is from private contributions.

E. Private funding contributions for art projects in public buildings is encouraged and this funding is not considered part of the one percent.

18.07.040 Implementation.

A. During the preliminary design review of any project for construction, remodeling or renovation covered by this chapter any contractor, department or instrumentality of the municipality charged with the design preparation of this project shall consult with the Public Arts Committee regarding the implementation of section 18.07.030(A).

B. The Public Arts Committee shall develop and recommend to the administration and the Homer City Council administrative regulations setting forth the manner in which the requirements of this chapter shall be carried out. After the receipt and consideration of such recommendations, the City Manager will adopt administrative regulations, which will become effective upon City Council approval.

C. The requirements of section 18.07.030(A) shall not be waived except as provided for in section 18.07.070.

18.07.050 Selection.

A. Where the construction, creation or commissioning of works of art are to be incorporated in the building or facility or its grounds, such works of art shall be chosen or approved selected and recommended to the Council for approval by a jury of at least three members consisting of the architect or project designer, a representative of the user department, a representative of the Public Arts Committee and any other persons as may be designated by regulation and recommended to the Council for approval.

B. Where there will be an acquisition of existing works of art or the commissioning of works of art which will not be incorporated into the project design, selection shall be made or approved by a jury of at least three members consisting of a representative of the user department, one or more representatives of the Public Arts Committee and other persons as may be designated by regulation and recommended to the Council for approval.

18.07.060 Program Administration; Public Arts Committee.

A. The City Manager shall administer this chapter.

B. The City Council shall appoint a Public Arts Committee consisting of seven members. Prior to making appointments, the City Council may solicit nominations from the Pratt Museum, community arts groups, and the public. Appointments will be for two year terms. Members serve at the pleasure of the City Council.

18.07.070 Exemptions. If it is found by the Public Arts Committee or City Manager that the inclusion of works of art in any specific project, as required by this chapter, would not provide any aesthetic benefit to the community or to the principal users of the building or facility, the Committee or City Manager may recommend to the City Council that there be granted a waiver from the requirements of this chapter in whole or in part. The Council shall make the final determination in any disputes arising from the administration of this section.

18.07.080 Miscellaneous provisions.

A. Sums allocated for the acquisition of works of art under the provisions of this chapter shall be deemed to be part of the construction costs of the project.

B. Where federal or state grant funds are to be used to match municipal funds for a construction, remodeling, or renovation project covered by this chapter, the grant application shall, where applicable and where permitted by the granting authority, be made for the total cost of such project, including portions to fund works of art under this chapter. Unless prohibited by the terms of such grants, any money received may be used to implement the requirements of this chapter.

Section 2. This chapter applies to all projects for the construction, remodeling or renovation of municipal buildings and facilities for which the contract for design is awarded after adoption/enactment of this Ordinance.

Section 3. This ordinance is of a permanent and general character. Section 1 of this ordinance shall be included in the City Code.

ENACTED BY THE CITY COUNCIL OF THE CITY OF HOMER, ALASKA, this 12th day of August, 2002.

CITY OF HOMER

ATTEST:

JACK CUSHING, MAYOR

MARY L. CALHOUN, CMC, CITY CLERK

Page Five
Ordinance 02-25(A)
City of Homer

AYES: -6-
NOES: -0-
ABSTAIN: -0-
ABSENT: -0-

First Reading: 05/28/02

Public Hearing: 06/10/02 and 7/09/02, Second reading was postponed on 06/10/02 to 07/09/02 with an additional public hearing also on 07/09/02.

Second Reading: 08/12/02, Second Reading was tabled on 07/09/02 and taken from the table on 08/12/02.)

Effective Date: 08/13/02 (Mayor Cushing had called for a Legal Opinion regarding a question of Conflict of Interest raised by a member of the public. He did not sign the Ordinance until 09/03/02.)

Reviewed and approved as to form:

Ronald Wm. Drathman, City Manager

Gordon J Tans, City Attorney

Date: _____

Date: _____

Fiscal Note: NA

E. Permanent records or minutes shall be kept of the proceedings of the regular monthly meetings. The minutes will record the vote of each member upon every question. Every decision shall be filed in the office of the City Clerk and shall be public record open to inspection.

F. The Public Arts Committee shall submit a report to City Council as required to update progress on current projects.

G. Agendas are to follow the format as described in the City of Homer City Council Operating Manual. (Reso. 10-80, 2011.)

PUBLIC ARTS COMMITTEE
ADDRESS
CITY, STATE

DATE
DAY AND TIME
LOCATION

MEETING NOTICE
LIST TYPE OF MEETING - REGULAR WORKSESSION OR SPECIAL

1. CALL TO ORDER
 2. APPROVAL OF THE AGENDA
 3. PUBLIC COMMENT REGARDING ITEMS ON THE AGENDA (3 Minute Time Limit)
 4. RECONSIDERATION
 5. APPROVAL OF MINUTES
 - A. Meeting Minutes
 6. VISITORS
 7. STAFF & COUNCIL REPORT/COMMITTEE REPORTS/BOROUGH REPORTS
 8. PUBLIC HEARING (3 minute time limit)
 9. PENDING BUSINESS
 10. NEW BUSINESS
 11. INFORMATIONAL MATERIALS
 12. COMMENTS OF THE AUDIENCE
 13. COMMENTS OF THE CITY STAFF
 14. COMMENTS OF THE CHAIR
 15. COMMENTS OF THE COMMITTEE
 16. ADJOURNMENT/NEXT REGULAR MEETING IS SCHEDULED FOR [DATE] at [TIME] in the Homer City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.
- H. A member of the Public Arts Committee will be designated each worksession to take notes and submit a draft synopsis to Staff for inclusion in the packet to track the progress by the committee on projects and work product.

1% for the Arts Program

The State has recognized through the enactment of AS 35.27.010, and the City of Homer hereby recognizes by the enactment of this chapter, the responsibility of government to foster the development of culture and the arts through the purchase or commissioning of works of art for municipal buildings and facilities. It is therefore declared to be municipal policy that a portion of appropriations for capital expenditures for municipal buildings and facilities be devoted to the acquisition of works of art to be permanently placed or incorporated in such buildings or facilities. (Ord. 02-25(A), 2002.)

Definitions

The following words, terms and phrases, when used, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

"Art" and "work of art" mean all forms of original creations of visual art, including but not limited to the following:

1. Sculptures: in the round, bas relief, high relief, mobile, fountain, kinetic or electronic, in any material or combination of materials.
2. Painting: all media, including portable and permanently affixed works, such as murals.
3. Graphic arts: printmaking and drawing.
4. Mosaics.
5. Photography.
6. Crafts: in clay, fiber and textiles, wood, metal, plastics and other materials.
7. Calligraphy.
8. Mixed media: any combination of forms or media, including collage

"Construction, remodeling or renovation of municipal buildings and facilities" means any capital improvement projects paid for wholly or in part by the municipality to build, rebuild or improve any decorative or commemorative structure, park or parking facility or any building.

"Total cost of construction, remodeling or renovation" means the total allotted funding for the subject project at the time of award of contract, exclusive of the costs of land acquisition, site investigation, and environmental clean up or remediation. (Ord. 02-25(A), 2002.)

The Public Arts Committee shall be responsible for the following:

- A. Determine the dollars allocated for art within the budget of each eligible project;
- B. Name a Selection Committee for each project;
- C. Develop and monitor policies related to the selection and installation processes;
- D. Develop plans that insure the preservation of the art collection;

Procedures for the 1% for the Arts Program

Eligible Projects

1. Upon approval of the City budget, the City Manager will provide a copy of the capital improvement budget to the PAC, notating all projects he/she believes to be included in Ordinance 02-25(A).
2. Eligible projects include remodeling, renovation, new construction to municipal buildings or facilities when the cost of the project exceeds \$250,000.
3. Staff will update the Public Arts Committee at least quarterly regarding any new capital improvement projects City Council has approved and will indicate whether the City Manager believes the 1% for Art Program is applicable.

Project Budget

1. 1% of the project cost will be allocated for the purchase of art, with a minimum project value of \$250,000 and a maximum of \$7,000,000. Therefore, the minimum budget is \$2,500 and the maximum is \$70,000. The budget may be increased by the addition of private funds or donations from non-city public funds.

2. Project cost is defined as the cost of the original contract awarded, excluding land acquisition, site investigation, environmental cleanup or remediation. Subsequent change orders and amendments to the contract do not increase or decrease the amount of funding available for artwork.

3. The art budget will include all costs associated with design, construction, installation, and acquisition of works of art.

Jury

1. The Public Arts Committee will submit to the Council for its approval members of a new Jury for each eligible project. Appointments will be made as early as possible in the construction process to encourage integration of art into the architecture of the building and design of the outdoor spaces.

2. A Jury will be composed of at least five (5) members, including

- a. One member from PAC,
- b. One Artist,
- c. One member from the architectural/design team,
- d. One member from the user department,
- e. Director of building in question or his/her designated representative.

The scope of the project may require the appointment of additional members.

3. The City staff liaison to the Public Arts Committee will also assist the Jury. This will facilitate clear communication and cooperation between the two committees.

4. Diversity. The Public Arts Committee will specifically include members of the community who share a commitment to the goals of this Ordinance yet represent the diverse citizenry in our community.

5. Responsibilities of a Jury.

- a. Jury members will suggest the most suitable locations for artwork within the building or on the site, often in discussion with the architect or chief designer. It is also appropriate to allow artists to submit proposals for locations not identified by the jury.
- b. The jury will organize interaction between the design team and artists to ensure that artists are sufficiently briefed about the project opportunities and restrictions. The goal is to generate top quality, responsive proposals.
- c. Carefully review each eligible submission. This will frequently be a multi-step process, with time between meetings for personal reflection.
- d. If necessary, a specific member of the jury or the staff liaison may be directed to discuss modifications to a specific proposal with the artist. All such discussions shall be confidential, and members must exercise care so a specific artist does not construe such discussion as acceptance of work.
- e. Prepare list of Recommend Artwork for the named project and a short list of runners-up, if possible. (Occasionally 1st choice work will not be available and this process may preclude the need to reconvene the jury.)
- f. Jury Chairman will present the list of Recommend Artwork to the City Council for final approval. Presentation may include a brief summary of the selection process, including number of submittals, names of the selection committee members and other information that encourages final acceptance by City Council members.
- g. Staff will notify all selected artists of their award and thank all participants.
- h. All participants, including jury members and all artists who submitted proposals will be offered a formal opportunity to comment on the process. PAC will receive these comments.

NOTE: The entire selection process must be handled confidentially. No decisions are final until approved by City Council and final contracts are negotiated with the artists. (Reso. 10-80, 2011.)

Additional Oversight by Public Arts Committee under the 1% program

1. Requests for Proposals
 - a. PAC, with the assistance of staff, will prepare an RFP for each eligible project. (See sample in Exhibit A)
 - b. Staff will circulate the RFP, as required by City code. In addition, PAC will develop a registration system for anyone who wants specific notification of announced RFP opportunities.
 - c. Packets of additional information that describes the project will be available in City Hall and/or online. It will include the brochure, "Special Considerations for Art in Public Places" (See Exhibit B)
2. Establishing Selection Criterion
 - a. PAC will provide each member of the jury with a complete RFP, including the "Special Considerations" brochure. Members will be asked to remember these considerations in their art selections.
 - b. PAC will provide the jury with an *Evaluation Checklist* (see Exhibit C).
 - c. PAC may specify that certain projects will show a preference for art by local or Alaskan artists.
3. Legal Considerations. The Public Arts Committee is a liaison between artists and the City, the principals in this program. These guidelines will clarify the understanding between them:
 - a. Ownership of the Art: All art purchased under the 1% for Art Ordinance will be owned by the City of Homer.
 - b. Artist's Rights: Public artwork and art concepts will not be altered, modified, removed or moved from a site which is integral to the concept for the work without prior notice to the artist. If the City's best and reasonable efforts to contact the artist have failed, the City may proceed without such notice.
 - c. Artist's Promise to the City of Homer:
The art is unique and original and does not infringe upon any copyright.
Neither the art nor a duplicate has been accepted for sale elsewhere.
The art is free and clear of any liens.
The fabricated and installed art will be free of defects in material and craftsmanship.
Maintenance requirements have been accurately described;
4. Contract with an Artist: The City of Homer will enter into a contract with each artist whose work is selected for inclusion in a City project. It will address description of the project, payment schedule, payment of special engineering or installation costs, due date. (See sample in Exhibit D). (Reso. 10-80, 2011.)

Accession Policy

To establish an orderly and consistent process for reviewing artwork for acceptance into the Municipal Art Collection ensuring that the collection is comprised of artwork of the highest quality.

Definition

Accession is to accept artwork in to the Municipal Art Collection

Policy

1. Accession procedures insure that the interests of all concerned parties are represented including the Public Arts Committee, the Public, the Artist, the Arts Community and the City of Homer.

**Call to Artists
Centennial Ballpark
Issued by City of Kingsport Office of Cultural Arts and Engage Kingsport**

June 13, 2014

Request for Qualifications (RFQ):
Project Inspire Ball Fields Public Art Project, Kingsport, TN

Public Art Kingsport and Engage Kingsport requests qualifications from artists or artist teams for the design and/or fabrication of art for the Centennial Ballpark. Potential projects for the Ballpark include the following:

- Main entry gate and fence into the ball field plaza
- Barrier railing at the championship field terraced seating
- Site furnishings – benches, trash receptacles, picnic tables
- Decorative pavement

Eligibility: This RFQ is open to all professional artists/artist teams and architects over the age of 18 who currently reside in the United States.

Application Deadline: Applications must be postmarked or received electronically by August 1, 4:00 PM EST. No exceptions. The application can be found in Appendix A.

Submission Requirements:

- Digital Images: 5 digital images of previously completed artwork. Limit 10 MB per image, JPEG only.
- Resume or CV: Current professional resume or curriculum vitae (CV) including artist address, email, and phone number. Teams must submit one resume/CV with all team members included. Please specify each team member's role.
- Statement(s) of Intent: Maximum 300 words. Address how the applicant's previous experience and current artistic direction will result in a successful permanent public art project. Specific proposals are not requested at this stage in the process and will not be accepted.

Project Budget: Total public art budget for the Project Inspire Ball Fields is \$30,000 - \$40,000, inclusive of design, fabrication, engineering, installation and travel.

History of General Shale Products Corporation & the Project Site:

The General Shale Products Corporation, a Delaware Corporation was formed and began operations September 1, 1928. The company was formed by merging the Kingsport Brick Corporation and the Johnson City Shale Brick Corporation on an equal basis.

The first Board of Director: J. Fred Johnson John B. Dennis Sam R. Sells E.H. Hunter	The first Officers of the Company: J. Fred Johnson, Chairman Sam R. Sells, President E.H. Hunter, Vice President J.C. Stone, Secretary Glen Bruce, Treasurer
---	--

Kingsport Brick Corporation was built and began operations in the fall of 1910, which was about the time the railroad was opened to the Carolinas. Stories have been told, it was the first red facing brick plant in the South. For many years the finest homes, churches, schools and colleges in the Carolinas, Georgia and into Florida used this product. It was the most profitable operation which paid a pretty high dividend for that time.

The Mill building was like most plants of that day, boxed up frame construction. It was propped up to keep it from blowing over and the equipment was old and out dated. In 1925, a very modern building was constructed housing the most modern equipment anyone had seen. This should have produced better quality at cheaper costs, but it failed to do so. Mr. Mahan, who had built the plant and operated it successfully until his death in 1924, was succeeded by a person that was not able to run the plant as successful and the sales department suffered.

Then the idea of merging with Johnson City Shale Brick Corporation was conceived, an idea that had been in the works since 1920. Mr. Sam R. Sells, President, was recognized as an outstanding operator and E.H. Hunter an excellent sales Manager. After considerable negotiations this merger was completed. This was a sound idea, as there would be one sales force and one general office. The Johnson City Company which was organized in 1920 was built because they could not get sufficient brick for the “booming” years after the war. At that time Kingsport was growing fast, the Johnson City brick quality was inferior to Kingsport’s, but the Johnson Company had a better sales force. This new company did well the first year or two until the depression.

The project site was originally part of the Holston Heights area (Cement Hill), and the Kingsport Brick Corporation was identified on the historic John Nolan Plan of Kingsport from 1917. According to “Kingsport: A Romance of Industry”, by Howard Long, it is the second oldest manufacturing industry in Kingsport.

About the Centennial Ballpark:

The Centennial Ballpark will be a five (5) field softball/baseball facility located on the previous General Shale Brick property.

The ballpark will accommodate both recreational needs within the community, as well as be a new major attraction for tournaments. The complex will include a 350’ Championship Field with terraced spectator seating, 3 – 325’ fields, and 1 – 300’ field. Four of the fields are oriented in a wagon-wheel pattern, typical of many other ballparks (i.e. Domtar Park in Kingsport), with a central building. This central building houses a concession area, restrooms, meeting room, storage, and includes a second story scoring area. The central building will incorporate General Shale ‘Cortez’ brick.

Project Details: Public Art Kingsport is seeking artist or artist teams to work with Public Art Kingsport and the Ball Field Design Team in the design, fabrication, and installation of art inside and outside the Ball Field facility. All art should have a theme that blends the past and present – the history of the site and General Shale with the new ballpark complex, and be compatible with the themes of community, recreation and natural beauty.

Proposed areas of focus include:

- Main entry gate and fence into the ball field plaza
 - This entry will also serve as an access point for emergency vehicles (fire and ambulance), so a 20’ minimum clearance through the gate must be maintained.
 - Double Leaf Gate Dimensions: 24 feet total width and 8 feet minimum height

- Gate must be lockable
 - Archway (if part of the design) Minimum Clearance: 13 feet height
 - Fence Suggested Dimensions: 8 feet tall minimum (fence sections will connect to 8 feet tall, black vinyl coated outfield fencing) – approximate length 18 linear feet on each side of the entry gate
 - Suggested materials: stainless steel, aluminum, or other durable metal. The design shall incorporate the General Shale ‘Cortez’ brick.
 - Site Plan: See Appendix B
 - Entry Elevation: See Appendix C
- Barrier railing at the championship field terraced seating
 - Dimensions: 26 inches tall (height must allow for an unobstructed view for a seated spectator) and approximately 40 feet in length
 - Suggested materials: stainless steel, aluminum, or other durable metal
 - Site Plan: See Appendix D
- Site furnishings – benches, trash receptacles, picnic tables
 - Suggested materials: Any durable material that will withstand heavy use and outdoor conditions
- Decorative pavement
 - Suggested materials: Any durable paving or hardscape material suitable for a horizontal application such as brick, stone, decorative concrete, etc.
 - Site Plan: See Appendix B and D for potential locations

Other areas for art:

- An outdoor sculpture can be incorporated at the drop-off area, outside the main entry gate. See Appendix B for potential locations.

Timeline (subject to variation):

August 1, 2014	RFQ Due (received by Midnight MST)
August 22, 2014	Anticipated Artist selection panel shortlist
September 1 – September 5, 2014	Anticipated site visit for shortlisted artists
October 3, 2014	Proposals due from Artists
October 22, 2014	Announcement of selected artists
March 22, 2014	Installation of art
April 15, 2014	Grand Opening

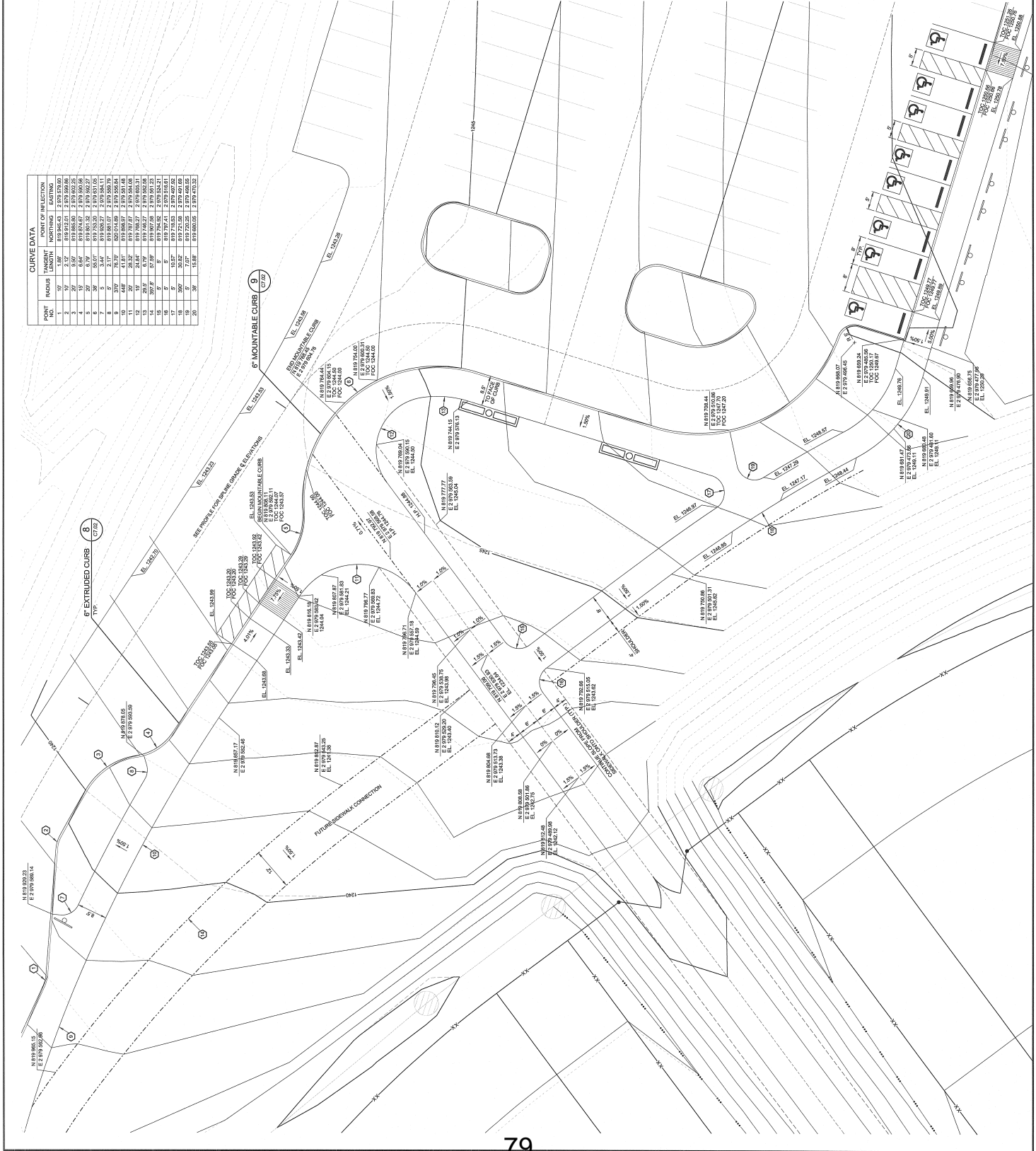
For Further Information:

All questions regarding this Request for Qualifications are to be directed to:

Bonnie Macdonald, Director
 City of Kingsport Office of Cultural Arts
macdonald@kingsporttn.gov

Please include artist name and phone number in all correspondence.

For complete packet of information, please visit: publicart.KingsportTN.gov



CURVE DATA

POINT	RADIUS	LENGTH	STARTING	ENDING	STARTING	ENDING
1	10'	1.58'	819.805.03	819.819.00	2.978.979.00	2.979.000.00
2	10'	1.58'	819.819.00	819.833.00	2.979.000.00	2.979.021.00
3	10'	1.58'	819.833.00	819.847.00	2.979.021.00	2.979.042.00
4	10'	1.58'	819.847.00	819.861.00	2.979.042.00	2.979.063.00
5	10'	1.58'	819.861.00	819.875.00	2.979.063.00	2.979.084.00
6	10'	1.58'	819.875.00	819.889.00	2.979.084.00	2.979.105.00
7	10'	1.58'	819.889.00	819.903.00	2.979.105.00	2.979.126.00
8	10'	1.58'	819.903.00	819.917.00	2.979.126.00	2.979.147.00
9	10'	1.58'	819.917.00	819.931.00	2.979.147.00	2.979.168.00
10	10'	1.58'	819.931.00	819.945.00	2.979.168.00	2.979.189.00
11	10'	1.58'	819.945.00	819.959.00	2.979.189.00	2.979.210.00
12	10'	1.58'	819.959.00	819.973.00	2.979.210.00	2.979.231.00
13	10'	1.58'	819.973.00	819.987.00	2.979.231.00	2.979.252.00
14	10'	1.58'	819.987.00	819.1000.00	2.979.252.00	2.979.273.00
15	10'	1.58'	819.1000.00	819.1014.00	2.979.273.00	2.979.294.00
16	10'	1.58'	819.1014.00	819.1028.00	2.979.294.00	2.979.315.00
17	10'	1.58'	819.1028.00	819.1042.00	2.979.315.00	2.979.336.00
18	10'	1.58'	819.1042.00	819.1056.00	2.979.336.00	2.979.357.00
19	10'	1.58'	819.1056.00	819.1070.00	2.979.357.00	2.979.378.00
20	10'	1.58'	819.1070.00	819.1084.00	2.979.378.00	2.979.399.00
21	10'	1.58'	819.1084.00	819.1098.00	2.979.399.00	2.979.420.00

LEGEND:

- 1200 — MAJOR CONTOUR
- 1000 — MINOR CONTOUR
- HOPE DRAIN BASIN
- MANHOLE
- SWALE
- GRASS MEDIAN
- ELEVATION
- IH AD
- HSE/DRAIN
- CONTROL POINT
- HIGH POINT
- TOP OF CURB
- T.C.
- P.O.C.
- FACE OF CURB



SCALE: 1"=20' (10' FEET)

NO.	DATE	DESCRIPTION
01	06-15-14	ISSUED FOR CONSTRUCTION

CITY OF KINGSFORD
11th CIVIL DISTRICT, SULLIVAN COUNTY, TENNESSEE

ENLARGED LAYOUT PLAN - FOUR PLEX



BWSC
BARGE
WAGNER
&
BANNON, INC.

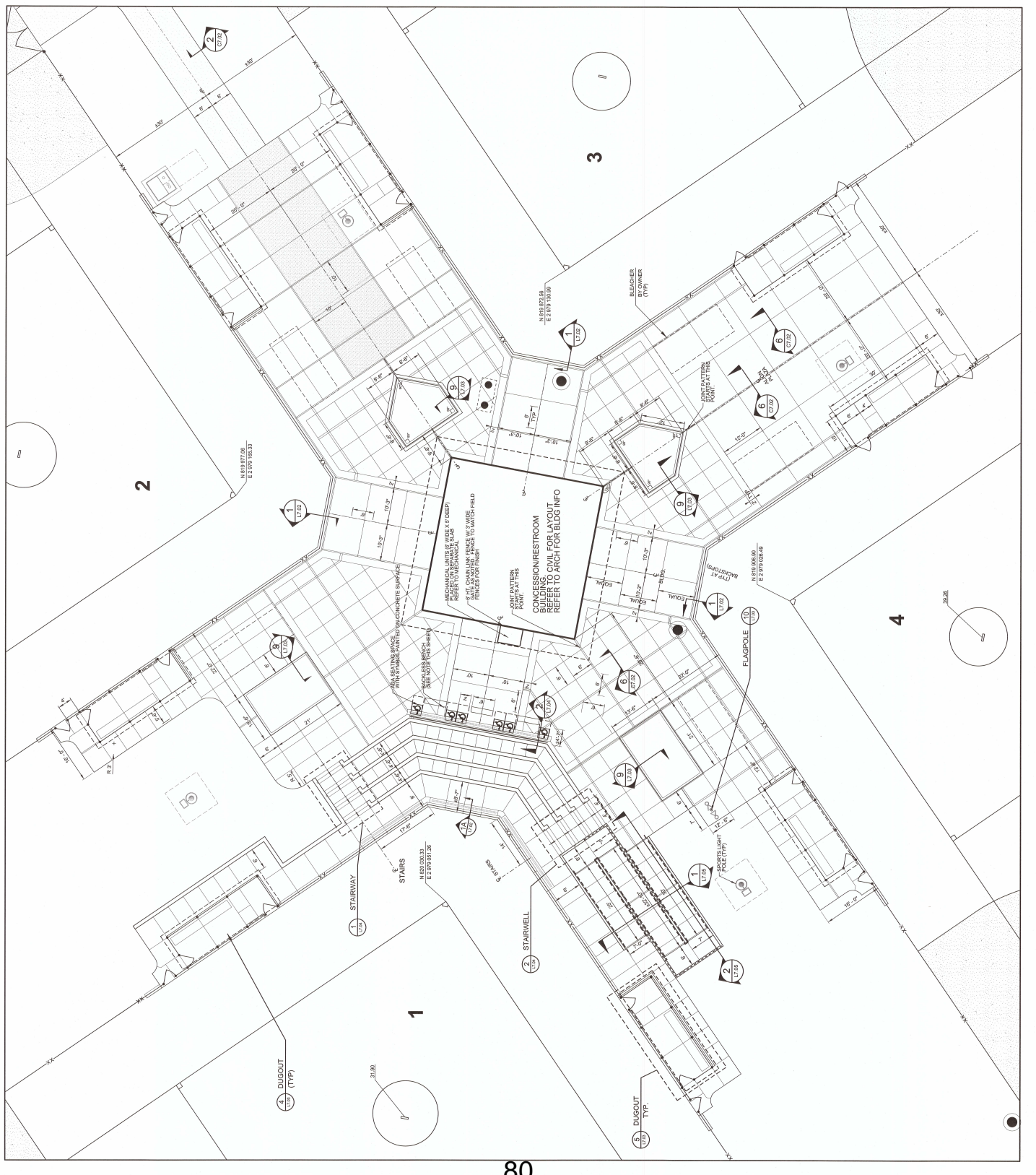


1" = 5' 0"
1" = 10' 0"
1" = 20' 0"
SCALE: 1/8" = 10 FEET

- NOTES:**
- SEE CIVIL FOR ADDITIONAL LAYOUT AND DIMENSIONS.
 - BACKLASH BRANCH TO BE MOSEL BRINNAPOLIS MANUFACTURED BY WESCONET. (WWW.WESCONET.COM)
 - FOR DETAILED FIELD LAYOUT REFER TO SHEET AND INFORMATION.
 - SEE ELECTRICAL FOR LIGHTING LAYOUT AND INFORMATION.

LEGEND:

- ASPHALT PAVING REFER TO 307.02
- REFLECTIVE POLISHED CONCRETE REFER TO 307.02
- RESISTANT ASPHALT REFER TO 307.02





Office of Economic and Workforce Development
302 E. Pettigrew Street, Suite 190
Durham, North Carolina 27701

Request for Proposals
Public Art Pilot Project

RFP

Date of Issue: February 9, 2012

Purpose of RFP: The Office of Economic and Workforce Development is soliciting proposals from qualified firms, not-for-profit agencies, artists and City/County departments for public art projects. A total of \$25,000 is available to support one or more projects. Preference will be given to projects that match Cultural Master Plan funding with other funds provided by or developed by the Candidate.

Candidates are not required to return this form.

Table with 2 columns: Information and Project Manager Label. Rows include: Peter Coyle (Project Manager Name), Cultural and Business Initiatives Project Coordinator (Project Manager Title), Office of Economic & Workforce Dev. (Project Manager Department), 919-560-4965 ext. 15205 (Project Manager Telephone Number), peter.coyle@durhamnc.gov (Project Manager E-mail).

REQUEST FOR PROPOSALS (RFP)

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Request for Proposal (RFP) for a Public Art Pilot Project

10. Date of RFP: February 9, 2012

20. Project Manager and Contact with City; Questions about this RFP. Direct questions and concerns to

Att: Peter Coyle
Office of Economic and Workforce Development
302 E. Pettigrew Street, Suite 190
Durham, NC 27701

Phone: 919-560-4965 ext: 15205
Fax: 560-4986
Email: peter.coyle@durhamnc.gov

If you have concerns about this RFP that you believe are not being addressed by the project manager, please contact

Kevin Dick
Director, Office of Economic and Workforce Development
302 E. Pettigrew Street, Suite 190
Durham, NC 27701

Phone: 919-560-4965 ext: 15205
Fax: 560-4986
Email: kevin.dick@durhamnc.gov

DESCRIPTION OF PROJECT AND NATURE OF RFP

30. Project. Purpose of RFP: The Office of Economic and Workforce Development is soliciting proposals from qualified firms, not-for-profit agencies, artists and City/County departments for public art projects. A total of \$25,000 is available to support one or more projects. Preference will be given to projects which match Cultural Master Plan funding with other funds provided by or developed by the Candidate.

The City of Durham is seeking Proposals from qualified non-profits, local governments, for-profit entities and from artists, (referred to as “Candidates”) for projects in support of the Cultural Master Plan Public Art Pilot Project Initiative. Projects must lead to the creation of new works of art or decorative art designed for permanent display in public places, which may include either government owned or privately owned locations, or must involve community participation in a public process for the temporary installation of new works of art in public places. Public places are defined as indoor or outdoor locations generally accessible to the public. Preference will be given to projects in the general downtown area and in neighborhoods designated by the Office of Economic and Workforce Development at targeted neighborhoods. Projects for the CCB Plaza, the Five Points area, Durham Station Transportation Center and the Bull City Connector are encouraged. A total of \$25,000 is available to support one or more projects. Additional funds may be available, depending on the nature and timing of the project.

The project is administered by the City of Durham Office of Economic and Workforce Development utilizing funds designated for this purpose by the Durham Cultural Advisory Board. Funding for the project was provided by a grant to the City of Durham from the County of Durham from funds designated for implementation of the Durham Cultural Master Plan.

40. Scope of Work. The City desires to enhance the urban environment in Durham through the creation of new works of public art in the City. Candidates may include private for-profit and not-for-profit organizations with projects to commission art for public places on public or private land; local government agencies with projects to commission public art on public property; and artists offering works of art for acquisition by the City for display on City property. Projects should satisfy the goals of the “Resolution Establishing a Public Art Policy,” as passed by the Durham City Council on November 21, 2011. As stated in that Resolution

- a. Public Art is hereby defined as
 - i. Original visual art including, but not limited to, sculptures, murals, photographic renderings, mosaics and electronic art installations installed on a permanent basis in spaces which are visible from public streets and pedestrian walkways, free of any admission fee, through a public process providing opportunities for community input;
 - ii. Original visual art installed on a temporary basis, for a period of not less than 90 days, in public spaces designated as public art exhibition areas for temporary installations;
- b. Designated spaces for temporary free public art exhibitions are hereby defined as CCB Plaza, Central Park, Five Points, the Civic Center Plaza, the grounds of the Durham Performing Arts Center, City Hall, the Hayti Heritage Center, the Durham Arts Council, the Carolina Theatre, Durham Athletic Park, and such other public spaces as may be designated by the City Council. For some temporary projects an indoor location might be necessary based on the design of the work or as an indoor inclement weather location.
- c. Permanent is hereby defined as the expected useful life of the structure at the designated project location. In the event that the site shall not have a structure, permanent shall mean at least twenty-five years.

While specific details and requirements may vary based on the nature of the proposed project, in general the project budget proposal should include the cost of design and creation of the proposed work of art and an estimate for the cost of installing the work at a specific proposed location. Where the Candidate is other than an artist, the proposal should outline a process for the selection of an artist and the design of the work of art, including opportunities for public engagement in the design process. If the Candidate is an artist, the proposal should include design information for the work of art being offered or outline a process by which the artist will involve the public in the design of the work of art to be created.

If the proposed art work is to be installed on property not owned by the City of Durham, the Candidate should provide a letter of support from the property owner, and the completed work must be acceptable to the property owner.

If the proposed art work is to be installed on City property, the work must be acceptable to the City through the review process established by the Resolution Establishing a Public Art Policy.

The proposed project should begin no later than September 2012 and be completed within two years of the start date. The proposal should include a project timeline.

50. Compensation Amount and Schedule. If the Candidate is not a City of Durham Department, the amount to be paid to the Candidate, and the timing of the payment or payments will be determined by a contract based on the project scope of work and budget. If the Candidate is a City department, a signed letter of agreement between the Office of Economic and Workforce Development and the Candidate, approved by the City Manager or the Manager's designee will outline the terms of payment.

In general payment is made in full upon completion of the project, but the City will consider proposals for partial payment prior to completion, based on the project scope and schedule.

60. Definitions in this RFP: City, RFP, Proposal, Candidate, Contractor, Should. Unless the context indicates otherwise – (a) The expressions “RFP,” “this RFP,” and “the RFP” refer to this document as it may be amended or updated. (b) “City” and “city” mean the City of Durham. (c) The “proposal” is the response of a person, firm, or corporation proposing to provide the services sought by this RFP. (d) The word “Candidate” or “candidate” is the person, firm, or corporation that submits a proposal or that is considering submitting a proposal. (e) The word “Contractor” or “contractor” is the person, firm, or corporation with which the City enters into a contract to provide the services sought by this RFP. That is, “contractor” generally refers to a successful candidate that has obtained a fully executed contract with the City, while “candidate” is generally reserved to the stage before a contract has been signed. (f) The word “should” is used to tell candidates what the City thinks it wants and/or what the project manager thinks is best. Candidates that want to increase the likelihood of being selected will, in general, do what the RFP says candidates “should” do, but failure to comply with all “shoulds” will not necessarily and automatically result in rejection.

70. Contract. The City anticipates that the conclusion of the RFP process will be a contract or agreement between the City and the successful candidate under which the successful candidate will provide the goods and services generally described in this RFP. It is the City's intention to use the contract that is attached as Exhibit A, modified and filled in to reflect the RFP and the proposal. If a candidate objects to any of the contract, it should state the objections in its proposal

80. Trade Secrets and Confidentiality. As a general rule, all submissions to the City are available to any member of the public. However, if materials qualify as provided in this section, the City will take reasonable steps to keep trade secrets confidential.

Definitions.

In this section (Trade Secrets and Confidentiality) –

The term “candidate” includes the candidate as contractor (that is, after it is a party to a contract with the City).

The term “trade secret” means business or technical information, including but not limited to a formula, pattern, program, device, compilation of information, method, technique, or process that:

a. Derives independent actual or potential commercial value from not being generally known or readily ascertainable through independent development or reverse engineering by persons who can obtain economic value from its disclosure or use; and

b. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

The existence of a trade secret shall not be negated merely because the information comprising the trade secret has also been developed, used, or owned independently by more than one person, or licensed to other persons.

The term “record” means all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, received by the City of Durham in connection with the candidate’s proposal.

(a) Designation of Confidential Records. To the extent that the candidate wishes to maintain the confidentiality of trade secrets contained in materials provided to the City, the candidate shall prominently designate the material with the words “trade secrets” at the time of its initial disclosure to the City. The candidate shall not designate any material provided to the City as trade secrets unless the candidate has a reasonable and good-faith belief that the material contains a trade secret. When requested by the City, the candidate shall promptly disclose to the City the candidate’s reasoning for designating material as trade secrets; the candidate may need to label parts of that reasoning as trade secrets. In providing materials to the City, the candidate shall make reasonable efforts to separate those designated as trade secrets from those not so designated, both to facilitate the City’s use of the materials and to minimize the opportunity for accidental disclosure. For instance, if only a sentence or paragraph on a page is a trade secret, the page must be marked clearly to communicate that distinction. To avoid mistake or confusion, it is generally best to have only trade secret information on a page and nothing else on that page.

To the extent authorized by applicable state and federal law, the City shall maintain the confidentiality of records designated “trade secrets” in accordance with this section. Whenever the candidate ceases to have a good-faith belief that a particular record contains a trade secret, it shall promptly notify the City.

(b) Request by Public for Access to Record. When any person requests the City to provide access to a record designated as a trade secret in accordance with subsection (a) above, the City may

- (1) decline the request for access,
- (2) notify the candidate of the request and that the City has provided, or intends to provide, the person access to the record because applicable law requires that the access be granted, or
- (3) notify the candidate of the request and that the City intends to decline the request.

Before declining the request, the City may require the candidate to give further

assurances so that the City can be certain that the candidate will comply with subsection (c) below.

(c) Defense of City. If the City declines the request for access to a record designated as trade secrets in accordance with subsection (a), then, in consideration of the promises in (b) above and for considering the candidate's proposal, the candidate agrees that it shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of the City's non-disclosure of the records. In providing that defense, the candidate shall at its sole expense defend Indemnitees with legal counsel. The legal counsel shall be limited to attorneys reasonably acceptable to the City Attorney.

Definitions. As used in this subsection (c), "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, fines, penalties, settlements, expenses, attorneys' fees, and interest. "Indemnitees" means the City, and officers, officials, independent contractors, agents, and employees, of the City. "Indemnitees" does not include the candidate. The City may require the candidate to provide proof of the candidate's ability to pay the amounts that may reasonably be expected to become monetary obligations of the candidate pursuant to this section. If the candidate fails to provide that proof in a timely manner, the City shall not be required to keep confidential the records whose non-disclosure gives rise to the potential monetary obligation. Nothing in this agreement shall require the City to require any person (including the City itself) to be placed in substantial risk of imprisonment, of being found by a court to be in contempt, or of being in violation of a court order. This subsection (c) is separate from and is to be construed separately from any other indemnification and warranty provisions in the contract between the City and the candidate.

90. Bonds. No fidelity bond, performance bond, or payment bond is required for this contract.

100. Insurance. Depending on the nature of the approved project, the City of Durham Office of Risk Management may require the candidate to carry insurance for the project, with the City named as an "additional insured." The project contract will include any necessary insurance requirements which shall be the responsibility of the candidate. It is recommended that candidates indicate in their proposal what insurance they have.

110. Discretion of the City.

- A. The City of Durham reserves the right to reject any or all proposals.
- B. NOTWITHSTANDING anything to the contrary in this document or in any addendums to this document, unless the contrary provision refers specifically to this provision, the City reserves the right (i) to negotiate changes of any nature with any candidate with respect to any term, condition, or provision in this document and/or in any proposals, whether or not something is stated to be mandatory and whether or not it is said that a proposal will be rejected if certain information or documentation is not submitted with it, and (ii) to enter into an agreement for some or all of the work with one or more persons, firms, or corporations that do not submit proposals. For example, all deadlines are for the administrative convenience or needs of the City and may be waived by the City in its discretion. This subparagraph B applies to the entire RFP, including the SDBE portions.
- C. Where the City asks or tells candidates to do stated things, such as that a proposal should follow a stated format or that the candidate should do stated things in seeking the

contract, the City may reject a proposal because it does not comply with those requests, so the candidate is adding to its risk of rejection by non-compliance. Still, the City may, in its discretion, waive non-compliance. This subsection (C) does not limit subsections (A) and (B).

D. Of course, once a contract is signed, the parties to the contract may enforce the contract according to its terms as allowed by applicable law.

SCHEDULE

120. Schedule. This schedule is the City's best estimate of the schedule that will be followed. If a component of this schedule is delayed, the rest of the schedule will be shifted by the same number of days.

1. Solicitation of proposals from Candidates by the City of Durham, February 9, 2012
2. Pre-submittal conference, February 29, 2012, 3:00pm
3. Application deadline, March 29, 2012, 4:30pm
4. Recommendation of projects to the City Manager or City Council, as appropriate, April 15, 2012
5. Notification to Candidates, May 1, 2012
6. Completion of negotiation of contract terms by the Office of Economic and Workforce Development, June 1, 2012
7. Final contract fully executed June 2012
8. Project completion date subject to negotiation, but should not be longer than two years for the contract date.

130. Reserved

140. Deadline to Submit Proposals. Candidates should see that their proposals are received at the following address by March, 29, 2012, 4:30pm.

GETTING MORE INFORMATION ON THE PROJECT AND RFP PROCESS

150. Questions. Questions about the RFP and the RFP process should be submitted to the project manager identified at the beginning of this RFP.

160. Pre-submittal conferences, meetings, and site visits. The City will conduct a pre-submittal conference on February 29, 2012 at 3:00pm, at Large Conference Room, Office of Economic and Workforce Development, 302 E. Pettigrew Street, Suite 190. Attendance at the conference is not required, but is encouraged.

170. Updates and revisions to RFP. If you have supplied the Project Manager with your preferred method of contact (email, fax, etc.), updates to this RFP (“addendums” or “addenda”) will be sent to you in that manner. This RFP and addendums are normally posted on the City’s website, on the Purchasing Division’s webpage, at <http://www.durhamnc.gov/departments/purchasing/bids.cfm>. Check that webpage to see that you have received all addenda.

EVALUATION CRITERIA

180. Evaluation Criteria. If an award is made, it is expected that the City's award will be to the candidate that agrees to meet the needs of the City. A number of relevant matters will be considered, including artistic merit, qualifications and cost.

190. Understanding of the Project

Proposals will be evaluated against the questions set out below.

- (a) How well has the candidate demonstrated a thorough understanding of the purpose and scope of the project?
- (b) How well has the candidate identified issues and potential problems related to the project?
- (c) How well has the candidate demonstrated that it understands the deliverables the City expects it to provide?
- (d) How well has the candidate demonstrated that it understands the City's schedule and can meet it?
- (e) Adherence to the City's SDBE program.

200. Methodology Used for the Project

Proposals will be evaluated against the questions set out below.

- (a) How well does the methodology depict a logical approach to fulfilling the requirements of the RFP?
- (b) How well does the methodology match and contribute to achieving the objectives set out in the RFP?
- (c) How well does the methodology interface with the schedule in the RFP?

210. Management Plan for the Project

Proposals will be evaluated against the questions set out below.

- (a) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- (b) How well is accountability completely and clearly defined?
- (c) Is the organization of the project team clear?
- (d) How well does the management plan illustrate the lines of authority and communication?
- (e) To what extent does the candidate already have the hardware, equipment, and licenses necessary to perform the contract?
- (f) Does it appear that the candidate can meet the schedule set out in the RFP?
- (g) Has the candidate offered alternate deliverables and gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- (h) Is the proposal practical, feasible, and within budget?
- (i) How well have potential problems been identified?
- (j) Is the proposal responsive to all material requirements in the RFP?

220. Experience and Qualifications

Proposals will be evaluated against the questions set out below.

Questions regarding the personnel.

- (a) Do the individuals assigned to the project have experience on similar projects?
- (b) Are resumes complete and do they demonstrate backgrounds that are desirable for individuals engaged in the work the project requires?
- (c) How extensive are the applicable education and experience of the personnel designated to work on the project?
- (d) How knowledgeable are the candidate's personnel of the local area and how many individuals have worked in the area previously?

Questions regarding the candidate:

- (e) How well has the candidate demonstrated experience in completing similar projects on time and within budget?
- (f) How successful is the general history of the candidate regarding timely and successful completion of projects?
- (g) Has the candidate provided letters of reference from clients?
- (h) How reasonable are the candidate's cost estimates?
- (i) If subcontractors will perform work on the contract, how well do they measure up to the evaluation used for the candidate?

230. Contract Cost

CONTENTS OF PROPOSAL

240. Contents of Proposal.

The proposal should include sections, numbered as follows:

1. **Contact information.** Include the candidate's name and address, and the contact information (name, mailing address, email address, fax number, and telephone number) of the person whom the City should contact regarding the proposal.
2. **Legal Status of the Candidate and Signers.** State the full, exact name of the candidate. State whether the candidate is an individual, corporation, limited partnership, general partnership, limited liability company, professional corporation, professional association, etc. If it is anything other than an individual or a general partnership, specify the State under which the entity is organized. If the State under which the entity is organized is not North Carolina, specify whether the candidate has received a certificate of authority from the N. C. Secretary of State to transact business in North Carolina. State whether the entity is in existence at the time the proposal is submitted, and if not, whether and when the candidate intends to officially form the entity. State the names and titles of the individuals who will sign the contract with the City.
3. **Qualifications, References, and Licenses.** This part should include the candidate's experience on similar projects and include references and how to contact them.

List the candidate's current licenses that are pertinent to this project.

4. **Project Team, Location of Work, and Subcontracting.** State the names and qualifications of the individuals who will have responsibility for this project. If a specific artist has not been selected, please describe the process which will be used to identify a qualified artist.

5. **Methods and Procedures.** Include a description of whether and how public input will be included in the development of the project.

6. **Compensation.** Explain the entire compensation arrangement that you propose.

7. **Assumptions regarding City of Durham Actions and Participation.** If your proposal assumes that the City will take certain actions, provide facilities, or do anything else, you should state these assumptions explicitly.

8. **SDBE Participation.** See the statement with this RFP at the end of this RFP (Exhibit B) for SDBE participation information and instructions on which SDBE forms to fill in and return. For help, call the City's Department of Equal Opportunity/Equity Assurance (EO/EA) at (919) 560-4180.

You can print out the SDBE forms that are in the RFP and fill them in. Here's another option: after you have read the SDBE material in this RFP to learn which SDBE forms to fill in, you may, if you like, go to the web to find versions that you can fill in online, print out, and submit. They're at <http://www.durhamnc.gov/forms/> Once there, scroll down until you see:

Equal Opportunity Equity Assurance (EOEA)
Small Disadvantage Business Enterprise (SDBE) Forms Under
that title you will see:

* * *

Procurement: [.pdf](#)
Professional Services: [.pdf](#)

9. **Financial Condition, Insurance, and Bonds.** The City may reject proposals from candidates that are overdue on City property taxes.

10. **Conflict of Interest.** If the candidate has any grounds to believe there could be a conflict of interest, such as that a City employee who is involved in awarding the contract has a connection with the candidate, please explain.

11. **Non-collusion.** This RFP constitutes an invitation to bid or propose. Sign the Non-Collusive Affidavit (Exhibit C) and include it with your response.

COVER LETTER WITH PROPOSAL

250. Cover letter. The proposal should contain a cover letter, signed by a principal of the candidate. The cover letter should contain the following statement:

The undersigned, whose title and position with the candidate are stated next to or beneath his or her signature, has the authority to submit this proposal (including this

cover letter) on behalf of the candidate in response to the City of Durham's Request for Proposals.

Unless otherwise clearly stated in this response to the RFP, our proposal accepts the terms and conditions stated in the RFP, including the description of services to be performed and the provisions of the contract to be signed.

The cover letter should contain one of the following two paragraphs A or B. If (i) the cover letter lacks both paragraph A and paragraph B, or (ii) the cover letter contains paragraph A but fails to comply with the instructions in the section of the RFP titled "Trade Secrets and Confidentiality," the City may treat everything it receives from the candidate as NOT trade secret or confidential, and the City may disclose to the public everything it receives from the candidate.

A. With respect to all trade secrets that the candidate may submit to the City in connection with this proposal or the contract, if the contract is awarded to the candidate, the candidate shall comply with the section of the RFP titled "Trade Secrets and Confidentiality," including all of its subsections, including the subsection titled "Defense of City." The candidate acknowledges that the City will rely on the preceding sentence.

-or-

B. The candidate is not submitting any trade secrets to the City in connection with this proposal or the contract; if the contract is awarded to the candidate, the candidate will not submit any trade secrets to the City in connection with this proposal or the contract. The candidate acknowledges that the City will rely on the preceding sentence.

260. Addendums. If, based on input from candidates, the City makes any modifications or clarifications to this RFP, the City will provide addendums to the RFP containing the changes. The cover letter should list the last addendum that the City issues for this RFP, with a statement such as *The undersigned candidate has read all the addendums issued by the City for this RFP, through and including Addendum No. ____.* In that blank the candidate should list the number of the last addendum.

HOW TO SUBMIT A PROPOSAL

270. How to submit a proposal.

Candidates should submit their proposals in a sealed envelope. The envelope should be addressed for delivery to the Project Manager at the address shown in the "Project Manager and Contact with City" section at the beginning of this RFP.

Write the following prominently on the outside of the envelope: PUBLIC ART RFP SUBMISSION

Proposals are to be received no later than March 29, 2012, 4:30pm. Proposals should not be made by email or fax.

280. Format. Please provide an original proposal and eleven copies. It is recommended that you also provide an electronic copy.

290. Alternative Proposals. If you wish to submit a proposal that does not comply with the City's standards and expectations, consider submitting two proposals: a proposal that complies, plus a proposal that does not comply, so that your "non-compliant" version can be considered as an alternative if the City is interested. This will allow your compliant version to be considered if the City remains steadfast on applying the standards and expectations.

300. Candidate to Bear Expense; No Claims against City. No candidate will have any claims or rights against the City arising out of the participation by a candidate in the proposal process. No candidate will have any claims or rights against the City for the City's failure to award a contract to it or for awarding a contract to another person, firm, or corporation, regardless of whether the other person, firm, or corporation participated in the RFP process or did not submit a proposal that complied with the RFP. A notice of award will not constitute acceptance by the City; the City's only method of acceptance is the City's execution of a formal contract in accordance with law.

310. Privilege License. The City's practice is that if a City privilege license is required to perform the work under the contract, the candidate needs to obtain the license before the City will sign the contract. For information on this license, call (919) 560-4700 or see http://www.durhamnc.gov/departments/finance/business_license.cfm.

320. Notice Under the Americans with Disabilities Act (ADA). The City of Durham will not discriminate against qualified individuals with disabilities on the basis of disability in the City's services, programs, or activities. The City will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the City's programs, services, and activities. The City will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all City programs, services, and activities. Anyone who requires an auxiliary aid or service for effective communications, or a modification of policies or procedures to participate in the City program, service, or activity, should contact Ms. Stacey Poston, ADA Coordinator, voice 919-560-4197, fax 560-4196, TTY 919-560-1200, or Stacey.Poston@durhamnc.gov, as soon as possible but no later than 48 hours before the scheduled event.

---- End of RFP ---

Exhibit A

DRAFT SERVICES CONTRACT

The following is a standard contract template used with RFPs. It will be adapted for specific project funding awarded under this RFP and is provided for informational purposes only.

*[City staff – Before the contract is signed, remove the above title.
[City staff - This contract was first provided on 2-10-2010 and was revised 9-14-2010.]]*

CONTRACT FOR *[descriptive title to be inserted]*

This contract is dated, made, and entered into as of the ____ day of _____, 20____, by the City of Durham (“City”) and *[name of firm]* (“Contractor”), *[Indicate type of entity, for instance: a corporation organized and existing under the laws of [name of State]; a limited liability company organized and existing under the laws of [name of State]; a professional corporation organized and existing under the laws of [name of State]; a professional association organized and existing under the laws of [name of State]; a limited partnership organized under the laws of [name of State]; a sole proprietorship; or a general partnership].*

Sec. 1. Background and Purpose. *[Several sentences are usually enough.]*

Sec. 2. Services and Scope to be Performed. Presumption that Duty is Contractor’s. The Contractor shall *[state the services to be provided and the schedule for those services.]*. In this contract, “Work” means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor’s duties to the City that arise out of this contract. Unless the context requires otherwise, if this contract states that a task is to be performed or that a duty is owed, it shall be presumed that the task or duty is the obligation of the Contractor.

Sec. 3. Reserved.

Sec. 4. Complete Work without Extra Cost. Except to the extent otherwise specifically stated in this contract, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 5. Contractor’s Billings to City. Compensation. The Contractor shall send invoices to the City on

a monthly basis for the amounts to be paid pursuant to this contract. Each invoice shall document, to the reasonable satisfaction of the City: such information as may be reasonably requested by the City. [*City staff - Add any special requirements or detail needed in the invoices.*] Within twenty days after the City receives an invoice, the City shall send the Contractor a check in payment for all undisputed amounts contained in the invoice.

The City shall pay the Contractor for the Work as follows: [*City staff - Describe the timing of payments, how amounts are calculated, etc. List the kinds of expenses, if any, that the City will reimburse.*]. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

Sec. 6. Prompt Payment to Subcontractors. (a) Within 7 days of receipt by the Contractor of each payment from the City under this contract, the Contractor shall pay all Subcontractors (which term includes subconsultants and suppliers) based on work completed or service provided under the subcontract. Should any payment to the Subcontractor be delayed by more than 7 days after receipt of payment by the Contractor from the City under this contract, the Contractor shall pay the Subcontractor interest, beginning on the 8th day, at the rate of 1% per month or fraction thereof on such unpaid balance as may be due. By appropriate litigation, Subcontractors shall have the right to enforce this subsection (a) directly against the Contractor, but not against the City of Durham.

(b) If the individual assigned to administer this contract for the City (in this section, titled “Prompt Payment to Subcontractors,” he or she will be referred to as the “Project Manager”) determines that it is appropriate to enforce subsection (a) in this manner, the City may withhold from progress or final payments to the Contractor the sums estimated by the Project Manager to be

- (i) the amount of interest due to the Subcontractor under subsection (a), and/or
- (ii) the amounts past-due under subsection (a) to the Subcontractor but not exceeding 5% of the payment(s) due from the City to the Contractor.

This subsection (b) does not limit any other rights to withhold payments that the City may have.

(c) Nothing in this section (titled “Prompt Payment to Subcontractors”) shall prevent the Contractor at the time of invoicing, application, and certification to the City from withholding invoicing, application, and certification to the City for payment to the Subcontractor for unsatisfactory job progress; defective goods, services, or construction not remedied; disputed work; third-party claims filed or reasonable evidence that such a claim will be filed; failure of the subcontractor to make timely payments for labor, equipment, and materials; damage to the Contractor or another subcontractor; reasonable evidence that the subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed 10%.

(d) The Project Manager may require, as a prerequisite to making progress or final payments, that the Contractor provide statements from any Subcontractors designated by the Project Manager regarding the status of their accounts with the Contractor. The statements shall be in such format as the Project Manager reasonably requires, including notarization if so specified.

Sec. 7. Insurance. [*City staff –to be filled in. Consult Risk Management.*]

Sec. 8. Performance of Work by City. If the Contractor fails to perform the Work in accordance with the schedule referred to in section ____ [*City staff – That blank will usually be Section 2 but it depends on where you insert the schedule of the Contractor’s performance*] above, the City may, in its discretion, in order to bring the project closer to the schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City’s rights and remedies. Before doing so, the City shall give the Contractor notice of its intention. The Contractor shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 9. Exhibits. The following exhibits are made a part of this contract: [*If none, write “None.” Try to put your requirements, etc. into Section 2 and Section 3 of this contract, or in other appropriate places in this contract, instead of in exhibits. Unless what you want to say is really long, don’t use an exhibit. It’s easier to keep track of text that is in the middle of the contract and even makes it easier to number the pages.*]

Exhibit A [*Insert title of exhibit*] containing [*insert number*] page(s).

Exhibit B [*Insert title of exhibit*] containing [*insert number*] page(s).

In case of conflict between an exhibit and the text of this contract excluding the exhibit, the text of this contract shall control.

Sec. 10. Notice. (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, UPS, Federal Express, or certified United States mail, return receipt requested, addressed as follows. The parties are requested to send a copy by email.

To the City:

[Insert name and department]

City of Durham

101 City Hall Plaza

Durham, NC 27701-3329

The fax number is (919) _____.

Email:

To the Contractor:

[Insert name and address]

The fax number is _____.

Email:

(b) Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given and sent at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Sec. 11. Indemnification. (a) To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City. (b) Definitions. As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor. (c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. (d) Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. (e) Limitations of the Contractor's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "a" above shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

Sec. 12. Miscellaneous

(a) Choice of Law and Forum; Service of Process. (i) This contract shall be deemed made in Durham County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This subsection (a) shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this subsection. (ii) If the Contractor is not a natural person (for instance, the Contractor is a corporation or limited liability company), this subsection (ii) applies. "Agent for Service of Process" means every person now or hereafter appointed by the Contractor to be served or to accept service of process in any State of the United States. Without excluding any other method of service authorized by law, the Contractor agrees that every Agent for Service of Process is designated as its non-exclusive agent for service of process, summons, and complaint. The Contractor will instruct each Agent for Service of Process that after such agent receives the process, summons, or complaint, such agent shall promptly send it to the Contractor. This subsection (ii) does not apply while the Contractor maintains a registered agent in North Carolina with the office of the N. C. Secretary of State and such registered agent can be found with due diligence at the registered office.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) Notice of City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) EEO Provisions. During the performance of this Contract the Contractor agrees as follows: (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Contractor shall in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. (3) The Contractor shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding. (4) In the event of the Contractor's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this contract, in whole or in part, and the City may declare the Contractor ineligible for further City contracts. (5) Unless exempted by the City Council of the City of Durham, the Contractor shall include these EEO provisions in every purchase order for goods to be used in performing this contract and in every subcontract related to this contract so that these EEO provisions will be binding upon such subcontractors and vendors.

(i) SDBE. The Contractor shall comply with all applicable provisions of Article III of Chapter 18 of the Durham City Code (Equal Business Opportunities Ordinance), as amended from time to time. The failure of the Contractor to comply with that article shall be a material breach of contract which may result in the rescission or termination of this contract and/or other appropriate remedies in accordance with the provisions of that article, this contract, and State law. The Participation Plan submitted in accordance with that article is binding on the Contractor. Section 18-59(f) of that article provides, in part, "If the City Manager determines that the Contractor has failed to comply with the provisions of the Contract, the City Manager shall notify the Contractor in writing of the deficiencies. The Contractor shall have 14 days, or such time as specified in the Contract, to cure the deficiencies or establish that there are no deficiencies." It is stipulated and agreed that those two quoted sentences apply only to the Contractor's alleged violations of its obligations under Article III of Chapter 18 and not to the Contractor's alleged violations of other obligations.

(j) No Third Party Rights Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

(k) Principles of Interpretation and Definitions. (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "section" shall mean a section of this contract. (3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (4) "Duties" includes obligations. (5) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (6) The word "shall" is mandatory. (7) The word "day" means calendar day. (8) The word "Work" is defined in Section 2. (9) A definition in this contract will not apply to the extent the context requires

otherwise.

(l) Modifications. Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless it is signed by the City Manager, a deputy or assistant City Manager, or, in limited circumstances, a City department director. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(m) City's Manager's Authority. To the extent, if any, the City has the power to suspend or terminate this contract or the Contractor's services under this contract, that power may be exercised by City Manager or a deputy or assistant City Manager without City Council action.

Sec. 13. Termination for Convenience ("TFC"). (a) *Procedure.* Without limiting any party's right to terminate for breach, the parties agree that the City may, without cause, and in its discretion, terminate this contract for convenience by giving the Contractor written notice that refers to this section. TFC shall be effective at the time indicated in the notice. (b) *Obligations.* Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions and the section of this contract titled Trade Secrets and Confidentiality, if any, shall remain in force. At the time of TFC or as soon afterwards as is practical, the Contractor shall give the City all Work, including partly completed Work. In case of TFC, the Contractor shall follow the City's instructions as to which subcontracts to terminate. (c) *Payment.* The City shall pay the Contractor an equitable amount for the costs and charges that accrue because of the City's decisions with respect to the subcontracts, but excluding profit for the Contractor. Within 20 days after TFC, the City shall pay the Contractor one hundred dollars as a TFC fee and shall pay the Contractor for all Work performed except to the extent previously paid for. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The Contractor shall not be entitled to any payment because of TFC except as stated in this section, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

Sec. 14. Trade Secrets; Confidentiality. The request for proposals (RFP) section titled "Trade Secrets and Confidentiality" shall apply to any Trade Secrets disclosed to the City during the process leading to the parties' entering into this Contract (including all of the Contractor's responses to the RFP). This section (titled "Trade Secrets; Confidentiality") shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. For purposes of this contract, the word "candidate" in the RFP section just cited shall mean the "Contractor."

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers.

[Notes to City staff --

1. Where there are italics or blanks in this contract indicating that something needs to be added, you must put something there.
2. The EEO Provisions are included above, so they don't need to be attached separately.
3. Place a header or footer on each page of this contract (if you like, omit it on page 1) to the following effect:

[Insert the name of the contract] between the City of Durham and [name of Contractor], page [insert page number]

4. For the City's signature form, see the three forms on the City Attorney's Intranet page, under GBSB. In nearly all instances, the right form is City Signature Form – Electronic.
5. For the Contractor's execution forms, see Appendixes E and F on the City Attorney's Intranet page, under GBSB. Write the Contractor's name in the Contractor's signature form and in the form by which the Contractor's signature is notarized.]

THE END

Exhibit B
EQUAL OPPORTUNITY



CITY OF DURHAM
SMALL DISADVANTAGED
BUSINESS ENTERPRISE PROGRAM

PROFESSIONAL SERVICES FORMS

Revised 06/08



Mailing Address:

101 City Hall Plaza
Durham, North Carolina 27701
Phone: 919-560-4180

Street Address:

302 East Pettigrew Street, C-180
Durham, North Carolina 27701

The Department of Equal Opportunity/Equity Assurance
Good Things Are Happening In Durham

CITY OF DURHAM EQUAL BUSINESS OPPORTUNITY PROGRAM

Policy Statement

It is the policy of the City to provide equal opportunities for City contracting to small firms owned by socially and economically disadvantaged persons doing business in the City's Contracting Marketplace. It is further the policy of the City to prohibit discrimination against any firm in pursuit of these opportunities, to conduct its contracting activities so as to prevent such discrimination, to correct the present effects of past discrimination and to resolve complaints of discrimination.

Goals

To increase the dollar value of all City contracts for goods and services awarded to small disadvantaged business enterprises, it is a desire of the City that the contractor will voluntarily undertake efforts to increase the participation of socially and economically disadvantaged individuals at higher skill and responsibility levels within non-minority firms engaged in contracting and subcontracting with the City.

The Equal Opportunity/Equity Assurance Director shall establish project specific goals for each project or contract based upon the availability of small disadvantaged business enterprises (SDBE's) within the defined scope of work, delineated into percentages of the total value of the work.

Equal Business Opportunity Ordinance SDBE Participation Documentation

If applicable information is not submitted with your proposal, your proposal will be deemed non-responsive.

Declaration of Performance must be completed and submitted with your proposal.

SDBE Participation Documentation must be used to document participation of Small Disadvantaged Business Enterprise (SDBE) on Professional Services projects. All SDBEs must be certified by the City of Durham's Equal Opportunity/Equity Assurance Department prior to submission date. If a business listed has not been certified, the amount of participation will be reduced from the total utilization.

Managerial Profile must be used to list the managerial persons in your workforce who will be participating in this project.

Equal Employment Opportunity Statement for your company must be completed and submitted with your proposal.

Employee Breakdown must be completed and submitted for the location providing the service/commodity. If the parent company will be involved in providing the service/commodity on the City contract, a consolidated employment breakdown must be submitted.

Letter of Intent to Perform as a Sub-consultant/Subcontractor must be completed for SDBEs proposed to perform on a contract. This form must be submitted with the proposal.

Post Proposal Submission SDBE Deviation

Post proposal submission SDBE deviation participation documentation must be used to report and deviation from SDBE participation either prior to or subsequent to startup of the project. The Equal Opportunity/Equity Assurance Department must be notified if the proposed sub-consultant/subcontractor is unable to perform and for what reasons. Substitutions of sub-consultants/subcontractor, both prior to and after awarding of a contract, are subject to City approval.

SDBE Goals Not Met/Documentation of Good Faith Efforts

It is the responsibility of consultants/contractors to make good faith efforts. Good Faith Efforts means the sum total of efforts by a particular business to provide equitable participation of socially and economically disadvantaged employees and sub-consultants/subcontractors.

Whenever contract alternatives, amendments or extra work orders are made individually or in the aggregate, which increase the total value of the original contract, the consultant must make a good faith effort to increase SDBE participation such that the amounts subcontracted are consistent with the established goals.

SELECTION OF CONSULTANTS/CONTRACTORS FOR ARCHITECTURAL/ENGINEERING AND OTHER PROFESSIONAL SERVICES

Goal

The purpose is to provide Small Disadvantaged Businesses equal opportunities for participation on City of Durham contracts.

Definition of the Scope of the Selection Policy

The Equal Opportunity/Equity Assurance Director shall establish SDBE participation goals for each contract to be awarded by the City. Project specific goals for each project or contract will be based upon the availability of small disadvantaged business enterprises (SDBE's) within the defined scope of work, delineated into percentages of the total value of the work.

In addition to SDBE's specifically certified by the City and listed in a database maintained by the EO/EA Department, the City of Durham may consider a formal certification of another entity to determine whether an applicant meets requirements of the Equal Business Opportunity Program, provided that the City Manager or designee determines that the certification standards of such entity are comparable to those of the City. The City of Durham has determined that the following certifications are comparable to its own and may be used by bidders/proposers: North Carolina Department of Transportation (N.C. DOT), United States Small Business Administration (U.S. SBA) and Raleigh-Durham Airport Authority (RDU).

In lieu of SDBE's listed in its SDBE System, the City of Durham will accept women and minority firms certified by N.C. DOT, U.S. SBA and RDU as meeting its SDBE goal requirements provided the bidder/proposer submits evidence that the firm is currently certified by one of the stated entities at the time of bid/proposal. Failure to provide evidence of certification may disqualify the firm's participation for the purpose of meeting SDBE goals.

Any firm submitted in this manner will be contacted and urged to complete an abbreviated certification process with the City of Durham. For purposes of this document and associated forms, any reference to a "City Certified SDBE," an "SDBE certified by the City" or similar reference shall include reference to a qualified women or minority owned firm certified and approved in accordance with the above paragraphs, even where specific reference is made to the City SDBE database.

Small Disadvantaged Business Proposal Requirements

The prime consultant/contractor shall submit a proposal in accordance with the City of Durham's request for Proposal. In addition, the prime consultant/contractor must submit all required Professional Services SDBE Forms.

Selection Committee for Professional Services

A selection committee shall be established to be composed of the following: City Manager or a designated representative of this office; Director of Finance or a designated representative of this office; department head responsible for the project; City Engineer if engineering services are involved; the Equal Opportunity/Equity Assurance Director and Purchasing Manager. Other representatives shall be called upon as needed based on their areas of expertise.

The committee shall screen the proposals based on the following criteria:

1. Firms; interest in the project;

2. Current work in progress by firm;
3. Past experience with similar projects;
4. General proposal for carrying out the required work;
5. Designation of key personnel who will handle the project, with resume for each;
6. Proposed associate consultants/contractors, SDBE subconsultants;
7. Indication of capability for handling project;
8. Familiarity with the project;
9. Fees that have been charged for recent comparable projects;
10. References;
11. SDBE Participation; and
12. Documentation of Good Faith efforts.

After ranking the firms presenting proposals based on the above criteria, interviews will be conducted by the selection committee with the top ranked firms (3-5). The contracting department will make the final recommendation, prepare contracts for review by the City Attorney, and prepare the recommendation for the City Council including the following:

1. Description and scope of the project;
2. Recommended firm;
3. Contract cost;
4. Time limits;
5. Basis for selection;
6. Source for funding;
7. Equal Business Opportunity Ordinance compliance; and
8. Recommendation that the contract be approved by the City Council.

Contract Award

A provision must be written in each contract with an architect or engineer requiring them to work with Equal Opportunity/Equity Assurance Department in creating and identifying separate work.

Project Evaluation

An evaluation shall be made of each contract after its completion to be used in consideration of future professional services contracts. The evaluation shall cover appropriate items from the check list for ranking applicants. A copy of the evaluation shall be given to the consultant, and any comment he/she cares to make shall be included in the files.

DECLARATION OF PERFORMANCE BY CONSULTANT/CONTRACTOR

Briefly address each of the following items:

1. A brief synopsis of the company and the products/services it provides:
2. Describe the normal procedure used on a bid of this type, giving the flow of purchase from the company to the ultimate purchaser:
3. List anyone outside of your company with whom you will contract on this bid:

The undersigned consultant/contractor certifies that: (check appropriate box)

- a) _____ It is the normal business practice of the consultant/contractor to perform all elements of the contract with its own workforce without the use of subcontractors/vendors; and
- b) _____ That the above documentation demonstrates this *firm's* capabilities to perform all elements of the contract with its own work force or without the use of subcontractors/vendors.
- c) _____ The vendor/contractor will use a subconsultant(s) in the fulfillment of this scope of work.

Date

Authorized Signature

**PARTICIPATION DOCUMENTATION
(TO BE COMPLETED BY PRIME CONSULTANT/CONTRACTOR ONLY)**

Names of all firms

prime and subconsultants/sub-contractors) Work	Location	Project (including SDBE Firm) Yes/No	Nature of Participation	% of
---	-----------------	---	--------------------------------	-------------

TOTAL _____

Name - Authorized Officer of Prime Consultant/Contractor Firm (Print/Type)

Signature - Authorized Officer of Prime Consultant/Contractor Firm

Date

Managerial Profile

Name of Firm: _____

Contact Person: _____

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT
 (You may submit your organization's EEO policy in lieu of this sheet)

EMPLOYEE BREAKDOWN

Part A – Employee statistics for the primary location.

Employment category	Total employees	Total males	Total females	M—a—l—e—s					F—e—m—a—l—e—s				
				White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project manager													
Professional													
Technical													
Clerical													

Labor													
Totals													

Part B – Employee statistics for the consolidated company. (See instructions for this form on whether this part is required.)

Employment category	Total employees	Total males	Total females	M—a—l—l—e—s					F—e—m—m—l—e—s				
				White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project manager													
Professional													
Technical													
Clerical													
Labor													
Totals													

Letter of Intent to Perform as a Sub-Consultant

The undersigned intends to perform work in connection with the above project as a SDBE:

Minority (African American)

Woman

Hispanic

American Indian

Asian American

Handicapped

The SDBE status of the undersigned is certified by the City of Durham as identified by the attached copy of certification or the attached SDBE Contractor Identification List supplied by the EO/EA Department.

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

<u>ITEMS</u>	<u>PROJECTED COMMENCEMENT DATE</u>	<u>PROJECTED COMPLETION DATE</u>

The consultant will subcontract _____% of the dollar value of this contract to a SDBE subconsultant/subcontractor.

The undersigned will enter into a formal agreement in the amount of \$_____ for the above work with you, conditioned upon your execution of a contract with the City of Durham.

Name _____ Title _____
Company _____ Telephone _____
Address _____
Signature _____

REQUEST TO CHANGE SDBE PARTICIPATION

Project:

Name of bidder or consultant: _____

Name and title of representative bidder or consultant:

Address (including zip code):

Telephone number: _____ Fax number:

Email address: _____

Total amount of original contract, before any change orders or amendments:

Total amount of the contract, including all approved change orders and amendments to date, but not counting the changes proposed in this form:

Dollar amount of changes proposed in this form:

The proposed change (*check one*) **increases** **decreases** the dollar amount of the bidder's/consultant's contract with the City.

Does the proposed change decrease the SDBE participation? (*check one*) **yes** **no**

If the answer is **yes**, complete the following:

<p>BOX A. For the subcontract proposed to be changed (increased, reduced, or eliminated): Name of subconsultant: _____ Goods and services to be provided before this proposed change: _____ _____</p> <p>Is it proposed to eliminate this subcontract? yes no If the subcontract is to be increased or reduced, describe the nature of the change (<i>such as adding \$5,000 in environmental work and deleting \$7,000 in architectural</i>): _____ _____</p> <p>Dollar amount of this subcontract before this proposed change: _____ Dollar amount of this subcontract after this proposed change: _____ This subconsultant is (<i>check one</i>): 1. City-certified Black-owned SDBE 2. City-certified Women-owned SDBE 3. City-certified SDBE that is neither Black-owned nor women owned, but to be credited as 3(a) Black-owned SDBE 3(b) Women-owned SDBE 4. not a City-certified SDBE</p>
<p>BOX B. Proposed subcontracts other than the subcontract described in Box A above Name of subcontractor for the new work: _____ Goods and services to be provided by this proposed subcontract: _____ _____</p> <p>Dollar amount proposed of this proposed subcontract: _____ This subcontractor is (<i>check one</i>): 1. City-certified Black-owned SDBE 2. City-certified women-owned SDBE 3. City-certified SDBE that is neither Black-owned nor women owned, but to be credited as 3(a) Black-owned SDBE 3(b) Women-owned SDBE 4. not a City-certified SDBE</p>

Add additional sheets as necessary.

SDBE GOALS NOT HAVING BEEN MET. The following information must be presented by the consultant concerning good faith efforts taken.

It is the responsibility of consultants to make good faith efforts. Any act or omission by the City shall not relieve them of this responsibility. For future efforts, it shall be comprised of such efforts which are proposed to allow equitable participation of socially and economically disadvantaged employees and sub-consultants/subcontractors. The City Manager shall apply the following criteria, with due consideration of the quality, quantity, intensity and timeliness of efforts of consultants/contractors, in determining good faith efforts to engage SDBEs along with other criteria that the City Manager deems proper:

Name of Bidder:

If you find it helpful, feel free to attach pages to explain your answers. How many pages is your firm attaching to this questionnaire? _____ (Don't count the 2 pages of this questionnaire.)

If a yes or no answer is not appropriate, please explain the facts. All of the answers to these questions relate only to the time before your firm submitted its bid or proposal to the City. In other words, actions that your firm took after it submitted the bid or proposal to the City cannot be mentioned or used in any answers.

1. SOLICITING SDBEs.

(a) Did your firm solicit, through all reasonable and available means, the interest of all SDBEs certified (that is, in the City's database) in the scope of work of the contract? **yes no**

(b) In such soliciting, did your firm advertise? **yes no** Are you attaching copies to this questionnaire, indicating the dates and names of newspaper or other publication for each ad if that information is not already on the ads? **yes no**

(c) In such soliciting, did your firm send written (including electronic) notices or letters? Are you attaching one or more sample notices or letters? **yes no**

(d) Did your firm attend the pre-bid conference? **yes no**

(e) Did your firm provide interested SDBEs with timely, adequate information about the plans, specifications, and requirements of the contract? **yes no**

(f) Did your firm follow up with SDBEs that showed interest? **yes no**

(g) With reference to the SDBEs that your firm notified of the type of work to be subcontracted, did your firm tell them:

(i) the specific work your firm was considering for subcontracting? **yes no**

(ii) that their interest in the contract is being solicited? **yes no**

(iii) how to obtain and inspect the applicable plans and specifications and descriptions of items

to be purchased? **yes no**

2. BREAKING DOWN THE WORK.

(a) Did your firm select portions of the work to be performed by SDBEs in order to increase the likelihood that the goals would be reached? **yes no**

(b) If **yes**, please describe the portions selected. **ANSWER:**

3. NEGOTIATION. In your answers to 3, you may omit information regarding SDBEs for which you are providing Form E-105.

(a) What are the names, addresses, and telephone numbers of SDBEs that you contacted?

ANSWER:

(b) Describe the information that you provided to the SDBEs regarding the plans and specifications for

the work selected for potential subcontracting. **ANSWER:**

(c) Why could your firm not reach agreements with the SDBEs that your firm made contact with? Be specific. **ANSWER:**

4. ASSISTANCE TO SDBEs ON BONDING, CREDIT, AND INSURANCE.

(a) Did your firm or the City require any subcontractors to have bonds, lines of credit, or insurance? **yes no** (Note: In most projects, the City has no such requirement for *subcontractors*.)

(b) If the answer to (a) is **yes**, did your firm make efforts to assist SDBEs to obtain bonds, lines of credit,

or insurance? **yes no** If **yes**, describe your firm's efforts. **ANSWER:**

(c) Did your firm provide alternatives to bonding or insurance for potential subcontractors?

yes no If **yes**, describe. **ANSWER:**

5. GOODS AND SERVICES. What efforts did your firm make to help interested SDBEs to obtain goods

or services relevant to the proposed subcontracting work? **ANSWER:**

6. USING OTHER SERVICES.

(a) Did your firm use the services of the City to help solicit SDBEs for the work? **yes no**

Please explain. **ANSWER:**

(b) Did your firm use the services of available minority/women community organizations, minority and

women contractors' groups, government-sponsored minority/women business assistance agencies,

and other appropriate organizations to help solicit SDBEs for the work? **yes no**

Please explain. **ANSWER:**

Exhibit C
NON-COLLUSION

Non-collusive affidavit:

If this affidavit is not submitted with your proposal, your proposal will be deemed non-responsive.

NON- COLLUSIVE AFFIDAVIT

The City of Durham prohibits collusion, which is defined as a secret agreement for a deceitful or fraudulent purpose.

I, _____ affirm that I have not engaged in collusion with any City employee(s), other person, corporations or firms relating to this bid, proposals or quotations. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Signature

Title

Name of Organization

Date

Exhibit D

RESOLUTION ESTABLISHING A PUBLIC ART POLICY

November 21, 2011

RESOLUTION #9788

1
2 RESOLUTION ESTABLISHING A PUBLIC ART POLICY
3

4 WHEREAS, the City Council finds a public art program is important to a city, because it
5 brings social, cultural and economic benefits to the public and visitors to the city;
6

7 WHEREAS, the City Council wishes to create and establish a program which will
8 enhance the recreational and cultural environment in the city by incorporating the work of artists
9 into the city's capital improvements;

10
11 WHEREAS, the Durham Cultural Master Plan, within its Economic Development Goal,
12 places a high priority on the establishment of a percent-for-art program in Durham;
13

14 WHEREAS, approximately five hundred state, county and municipal public art programs
15 have been adopted in the United States, including programs in Raleigh, Cary, Chapel Hill and
16 other North Carolina cities and towns;

17
18 WHEREAS, the Resolution Authorizing the Establishment of the Cultural Advisory
19 Board as "an advisory committee to the City Manager and City Council" defines one of the
20 board's functions as "the implementation of a public art program";
21

22 WHEREAS, the Downtown Master Plan establishes a goal of "activating the street-level
23 and the storefronts with interesting shops and venues; and continuing streetscape improvements
24 including public art, throughout downtown"; and
25

26 Whereas, the Citywide Strategic Plan goals of "a strong and diverse economy", "thriving
27 livable neighborhoods" and "stewardship of the City's physical assets" are supported by a public
28 art program; and
29

30 WHEREAS, the Durham Comprehensive Plan establishes a goal "to encourage the
31 incorporation of public art in new development projects, particularly in Downtown and Compact
32 Neighborhood Tiers"; and
33

34 WHEREAS, a stable and predictable source of funding for public art projects and a
35 transparent system for administering a public art process in the selection of works can support the
36 goal of increasing the quantity of diverse public art throughout the city.
37

38 NOW, THEREFORE, BE IT RESOLVED that the City of Durham hereby adopts the
39 following Public Art Policy:
40

41 1. Definitions.
42

43 a. Public Art is hereby defined as

44 i. Original visual art including, but not limited to, sculptures, murals,
45 photographic renderings, mosaics and electronic art installations installed
46 on a permanent basis in spaces which are visible from public streets and
47 pedestrian walkways, free of any admission fee, through a public process
48 providing opportunities for community input;

49 ii. Original visual art installed on a temporary basis, for a period of not less
50 than 90 days, in public spaces designated as public art exhibition areas
51 for temporary installations;
52

53 b. Designated spaces for temporary free public art exhibitions are hereby defined as
54 CCB Plaza, Central Park, Five Points, the Civic Center Plaza, the grounds of the

Page 1 of 3

55 Durham Performing Arts Center, City Hall, the Hayti Heritage Center, the Durham
56 Arts Council, the Carolina Theatre, Durham Athletic Park, and such other public
57 spaces as may be designated by the City Council. For some temporary projects an
58 indoor location might be necessary based on the design of the work or as an indoor
59 inclement weather location.
60

61 c. Permanent is hereby defined as the expected useful life of the structure at the
62 designated project location. In the event that the site shall not have a structure,
63 permanent shall mean at least twenty-five years.
64

65 2. Program Administration. The Cultural Advisory Board (“CAB”) shall provide advice to the
66 City Council and the City Manager by appointing a Public Art Committee (“Committee”) whose
67 two primary purposes shall be to advise on commissioned public art works and to advise on
68 whether works offered for donation should be accepted by the City.
69

70 The Committee shall consist of at least three members of the Cultural Advisory Board,
71 including the committee chair, with no fewer than six additional members. The CAB will
72 advertise vacancies on the Committee to encourage diversity and broad community participation.
73 The Committee members shall include professional artists or professionals in related fields,
74 including but not limited to architecture and landscape architecture and members of the general
75 public with knowledge or experience in public art projects or related activities. Committee
76 members shall live or work in Durham, with priority in the appointment of members given to City
77 residents.
78

79 Committee members shall be appointed by the Cultural Advisory Board. The Committee shall
80 advise the Cultural Advisory Board and Durham City Council on matters including:

81 the acceptance by the City of public art works offered to the City by donors, and
82

83 the commissioning of public art projects by the City.
84

85 3. Percent-for-Art Program. The City Council hereby establishes a percent-for-art program to
86 encourage and fund public art projects in Durham.
87

88 a. Funding: Each fiscal year, the City Manager shall recommend an amount, up to one
89 percent of the proposed General Capital Improvement Project (CIP) budget, to be set
90 aside in the Project Fund for Public Art, for the installation of public art at the sites of
91 major capital projects included in the CIP, for projects in the priority areas for public
92 art or for such other locations as the City Council may determine.

93 b. Project Fund for Public Art: The Project Fund for Public Art shall be used to
94 commission works of art for permanent installation at sites approved by the City
95 Council, to fund maintenance and repair of existing public art works, or to fund
96 temporary installation of works of art at designated public art temporary exhibition
97 areas. Funds may be used for direct costs and for the costs of administration of
98 projects.
99

100 4. Geographical Priorities: For projects funded from the Project Fund for Public Art, priority
101 shall be given to projects in the Downtown Development Tier including the Parrish Street Project
102 Area, the Community Development Area outside Downtown and designated gateways to the city.
103 This priority does not preclude projects in other areas of the City.
104

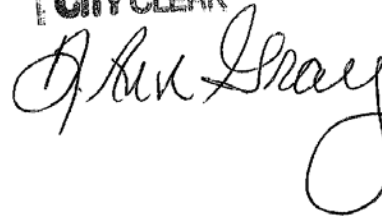
105 5. Design Criteria: The commissioning of public art, or the acceptance by the City of donated
106 works of public art, shall be subject to review by the Cultural Advisory Board which shall make a
107 recommendation to the City Council as to the appropriateness of the work to be created, accepted
108 for donation or purchased. The review shall consider artistic quality, appropriateness of artistic

109 content to the location, maintenance, risk and safety issues and conformity with relevant city
110 policies and ordinances.
111
112 6. Public Input: In reviewing public art proposals, the Cultural Advisory Board shall provide
113 opportunities for public input, including input from neighborhoods, businesses and other
114 institutions in the area in which the work will be installed. In reviewing a proposed project, the
115 Cultural Advisory Board shall give consideration to educational components of the project.
116
117 7. Administrative Structure: The City Manager, or the Manager's designee, shall develop
118 detailed procedures, informational material and application documents for the administration of
119 the public art process.
120
121 8. Project Management: Projects commissioned through the Project Fund for Public Art shall be
122 administered by the Office of Economic and Workforce Development (OEWD) in conjunction
123 with the department with primary responsibility for the location to be used.
124
125 9. Private Development: The City shall make efforts to encourage voluntary participation in the
126 Public Art process by developers of properties on private land. The evaluation process for the
127 awarding of grants or incentives for capital projects under the Economic Development Financial
128 Assistance and Incentive Policy shall use the grant scoring process to encourage voluntary
129 participation. Developers may satisfy this goal through on-site installations, through contributions
130 to the Public Art Project Fund, or through the contractual commitment, in the interior decoration
131 of the spaces subject to the incentive agreement, to purchase original art by artists residing or
132 working in the City of Durham.
133
134 10. Effective Date: The percent-for-art process in this Resolution shall take effect beginning with
135 the 2012-2013 fiscal year budget. The administrative process for public art project review shall
136 take effect upon the approval of this Resolution.
137
138

APPROVED BY
CITY COUNCIL

NOV 21 2011

CITY CLERK





TEXAS TECH UNIVERSITY SYSTEM
Facilities Planning and Construction™

REQUEST FOR PROPOSAL

PUBLIC ART

Rawls College of Business Administration
Texas Tech University
Project Number 00-27
Lubbock, Texas

DEADLINE FOR SUBMISSION OF PROPOSAL
2:00 PM, CDT, Wednesday, May 25, 2011

Facilities Planning & Construction
Box 42014
Lubbock, TX 79409-2014

806-742-2116
FAX: 806-742-2241

The Texas Tech University System is an Equal Opportunity Employer that encourages all Historically Underutilized Businesses to participate.

I. REQUEST FOR PROPOSALS IN PUBLIC ART

The Texas Tech University System (Texas Tech) seeks a Design Proposal from a Professional Visual Artist for the project described below. The selected Artist will contract directly with Texas Tech to successfully complete the full scope of the Project within the project budget and on schedule. Through our percent-for-art program, Texas Tech seeks to enrich the cultural and intellectual life of its campuses by building a collection of public art created by leading artists of our time.

This Request for Proposal (RFP) provides information on the scope of the project and information to aid in preparing responses to this RFP. All inquiries regarding this Project and RFP must be in writing and must be submitted to the Project Manager listed below in sufficient time to allow Texas Tech to respond. Texas Tech will evaluate the inquiries, determine whether an Addendum is required, and issue an appropriate response.

Facilities Planning and Construction is not responsible for the accuracy or comprehensiveness of information provided by other Texas Tech officials or other agencies. Artists should not rely on information obtained from sources other than the Project Manager listed below. Texas Tech reserves the right to waive any or all formalities and to reject any or all responses if it determines it is in its best interests to do so. Texas Tech reserves the right to make multiple awards from this solicitation.

II. PROJECT INFORMATION

- Project: Rawls College of Business Administration, Texas Tech University
- Project Number: 00-27
- Institution: Texas Tech University
- Location: Lubbock, Texas
- Project Budget: **\$675,000 (All Inclusive)** This amount is inclusive of all costs associated with this public art project including, but not limited to, artist fees, other consultant's fees, and insurance to cover the scope of the project, materials, fabrication, transportation, and installation (including any site modification).
- Project Scope: The Texas Tech University System seeks to commission an artist to develop outdoor public sculpture(s) to be located on the south side of the building and/or the north entrance drive to serve as a visual representation of the mission and vision of the college and to serve as focal point(s) and unifying element(s) for the new college of business administration building, the North Campus Gateway, the public art collection and the existing campus. This site specific work should identify the purpose of the college and the unique location of our university. Experience in design, fabrication and installation of large-scale, original works of art designed by an artist or design team that includes a professional artist. Objects that are mass-produced or of standard manufacture are not eligible for consideration.
- Interested artists should consider using sustainable materials in their design, where possible, to reflect the intent of the building's design regarding LEED Silver Rating standards.
- Design Proposal Fee: Selected finalists will receive a \$1,500 fee following the submission of a more detailed Design Proposal and model.
- Project Manager: Allyson Keslin, allyson.keslin@ttu.edu

III. BACKGROUND

The Rawls College of Business Administration is a new academic building on the Texas Tech Campus consisting of 149,000 gross square feet on three floors with a full basement. This new building accommodates faculty/staff offices, graduate and undergraduate classrooms, professional education spaces, a stock trading room and a career center. The Rawls College of Business will be the first structure on the TTU Campus designed with the intent to meet Silver Rating under the US Green Building Council's LEED Criteria. Primary focuses in sustainable design strategies for this project has included: sustainable site design, maximizing indoor air quality, low facility water usage, on site water retention, and the use of recycled-content and regionally-procured building materials. All of these components to the design are being achieved while creating a facility that both remains reflective of the Spanish Renaissance architectural motifs of the campus and integrated with the strategic concept of the Campus Master Plan. The project is currently in construction and planned to be complete in December 2011. The finalists will develop a design concept that reflects the standards and culture of Texas Tech specific to the Rawls College of Business, prepare presentation materials, drawings, a model, and related specifications to the level of detail and format required to convey the design intent and provide onsite installation management for all components required for this project.

New industries, novel technologies and nonstop pace define today's business world. The way we do business is changing and the Rawls College is changing the way they educate tomorrow's business leaders. All of these business education aspects should be considered during the design of the art work. Proposers should also consider the region in which the building is located, cultural diversity, the target audience and aesthetic quality and appropriateness.

Mission Statement: As a major comprehensive, research-based business school with a wide variety of programs, the Rawls college of Business Administration:

- Educates and develops our students for positions of leadership in Texas and the global marketplace;
- Emphasizes partnerships with other Texas Tech units and external parties to provide educational and research opportunities for student and faculty and to provide benefits to our external stakeholders;
- Provides service to our educational and professional communities; and
- Advances knowledge through research by the faculty and students.

Vision Statement: The Rawls College of Business Administration will be among the top business schools of choice in Texas for prospective students, employers, faculty, the business community and the public at large.

Note: The commissioned artist will be issued sets of construction documents and shall verify all dimensions prior to the commencement of work.

IV. COMMISSION REQUIREMENTS

If commissioned, the successful Artist shall be responsible for the following:

1. Performing all services and furnishing all supplies, material, and equipment as necessary for the design, execution, fabrication, transportation, and installation of the Work at the Site(s):
2. Submitting to Texas Tech detailed working drawings of the commissioned Work and the Site(s) in order to permit Texas Tech to carry out architectural and engineering design reviews and to certify the compliance of the Work with applicable statutes and ordinances;
3. Strictly adhering to and managing the approved project, budget, and schedule, including the submission of regularly scheduled written Progress Reports to Texas Tech.

4. Bearing the entire risk of loss or damage to the Work during design, fabrication, packing, shipping, and installation.
5. Providing and maintaining insurance to cover claims for damages for personal injury, bodily injury (including wrongful death), and property damage. The Artist shall require all subcontractors to provide and maintain insurance. A complete list of insurance requirements will be provided to project finalists.
6. The Artist's design(s) should complement Texas Tech's Spanish Renaissance architectural traditions and enhance the Site's identity and use.
7. HUB Contracting Commitment (finalist only)
The selected artist will be required to indicate your firm's commitment to the amount of work, as a percent of the Total Contract Amount, performed by certified HUB firms including work your firm will self-perform if it is a certified HUB firm.
8. HUB Subcontracting Plan (finalist only)
It is the policy of Texas Tech to support and promote the use of Historically Underutilized Businesses in its contracts. In accordance with Texas Government Code 2161.252, the selected finalist must prepare and submit a detailed, complete, and comprehensive HUB Subcontracting Plan. Failure to submit a concise and detailed HUB Subcontracting Plan will be considered a material failure to comply with the requirements of this RFP.

V. DESIGN PROPOSAL REQUIREMENTS

Proposals are due: **2:00 PM, CDT, Wednesday, May 25, 2011**
Any response received after the closing time will be returned unopened.
Any proposal without a signed Attachment A, will be disqualified as non-responsive.

Response Submittal: Submit 1 CD and 1 printed copy of the Design Proposal with Attachment A, Form of Response to:

Linda Owen
Director of Contract Administration
 Texas Tech University System
 Texas Tech Plaza
 Overnight Mail: 1901 University Ave., Suite 200
 Lubbock, Texas 79410
 United State Postal Service: Box 42014
 Lubbock, Texas 79409

Schedule Information:	Advertise RFP	April 11, 2011
	Written Inquiries must be received by	May 3, 2011
	Responses to Inquiries	May 6, 2011
	Proposals due by 2:00 PM, CDT	May 25, 2011
	Finalists selected	May 30, 2011
	Finalists' design Presentation	TBD
	Commission awarded	TBD

Texas Tech reserves the right to modify this schedule as required.

VI. DESIGN PROPOSAL REQUIRED INFORMATION

All ARTISTS responding to this Request for Proposals must submit complete responses to the information requested in this section and to note any exceptions to any information contained in the RFP.

All CDs and printed proposals should be clearly identified with the Project Name, and should not exceed 20 pages. Responses will be evaluated based upon the selection criteria listed below. **Respondents should present the required information in a clear and concise manner in the following order and format:**

COVER SHEET

- Include name, address, telephone, email, website (if applicable), and fax numbers of the ARTIST to receive all Project information, or any official correspondence relating to the Project.

SECTION 1: ARTIST RESUME WITH DIGITAL IMAGES

- Include degrees held, a summary list of exhibitions/public art projects completed during the past Ten (10) years, and phone numbers and email addresses for Three (3) professional references. Please limit resume to ONE (1) page. If selected as a finalist, a full resume will be requested.
- PowerPoint of Previous Work (PC compatible). Please closely observe the following guidelines for the submittal of digital images:
 - Submit a maximum of FIVE (5) PowerPoint slides featuring select examples of previous public art projects. Compress all images in the PowerPoint presentation.
 - Label each PowerPoint slide with Artist's name, as well as the year, location, media, and budget of featured artwork. Describe the project concept in one to two sentences maximum.
 - Include a printed copy of the PowerPoint presentation.

SECTION 2: ARTIST DESIGN SOLUTION

- Artist Design Statement
 - Preliminary written concept of art work proposed and the rationale for this choice.
- Conceptual Design
 - Site specific preliminary rendering of the proposed public art piece with approximate dimensions.
- Preliminary Budget not to exceed \$675,000. The budget must include the artist fee, travel, anticipated engineering costs, materials, fabrication, shipping, installation, insurance and contingencies;

SECTION 3: TIMELINE

- This section should include a timeline for design development through installation;

SECTION 4: MAINTENANCE

- Description of anticipated maintenance requirements for the proposed work(s) of art, including but not limited to instructions regarding cleaning of materials, routine maintenance procedures, and methods and instructions for minimizing the effects of weather and other risks of damage.

Texas Tech reserves the right to request additional information from individual artists.

VII. EVALUATION CRITERIA

Texas Tech will select the Artist that best meets the requirements, based on the information contained in response to the Request for Proposals, any reference checks conducted, and the information presented during any interviews conducted as part of the selection process.

Specifically, in the selection of finalists, Texas Tech University System and its Public Art Committee will review and consider the following:

1. The conceptual basis for the Artist's body of work as defined in the written statement.
2. The quality and comprehensiveness of the submission.
3. The artist's quality of work as represented in the image submissions.
4. The experience of the artist in successfully designing, fabricating, administering, and completing public art projects and/or custom architectural elements.
5. The artist's training and education.

After evaluating the artists' proposals, Texas Tech will narrow the pool of applicants to approximately two to four finalists to develop a model of their design for presentation to the Public Art Committee in Lubbock, Texas. Each finalist will be paid a fee not to exceed \$1500 for the development of their Design Proposal and to facilitate travel for the presentation. This model will not be returned to the artist.

The Design Proposals will be subject to review and acceptance by Texas Tech University System and its University Public Art Committee.

VIII. PROCUREMENT PROCESS

This RFP complies with all state rules and Texas Tech University System Policies. Address any questions and/or concerns about the process or any awards made from it to:

Mr. Michael S. Molina, AIA
Vice Chancellor
Facilities Planning and Construction
Texas Tech University System
Phone: (806) 742-2116
Fax: (806) 742-2241

Attachment A

FORM OF RESPONSE

Ms. Linda Owen
Director of Contract Administration
Facilities Planning & Construction
1901 University Ave., Suite 200
Lubbock, Texas 79410-2014

RE: Rawls College of Business Administration, FP&C #00-27-ART

Having examined the Request for Proposals and other related information and are fully informed of the nature of the Work, and conditions relating to its performance and completion, I hereby submit my Proposal for the above Public Art Project for the Texas Tech University System.

CONTACT INFORMATION (Type or Print legibly)

Name: _____
Address: _____
City, State, Zip Code: _____
Telephone No: _____
Email Address: _____
Fax No: _____
Website Address (if applicable): _____
Primary Medium: _____

ADDENDA

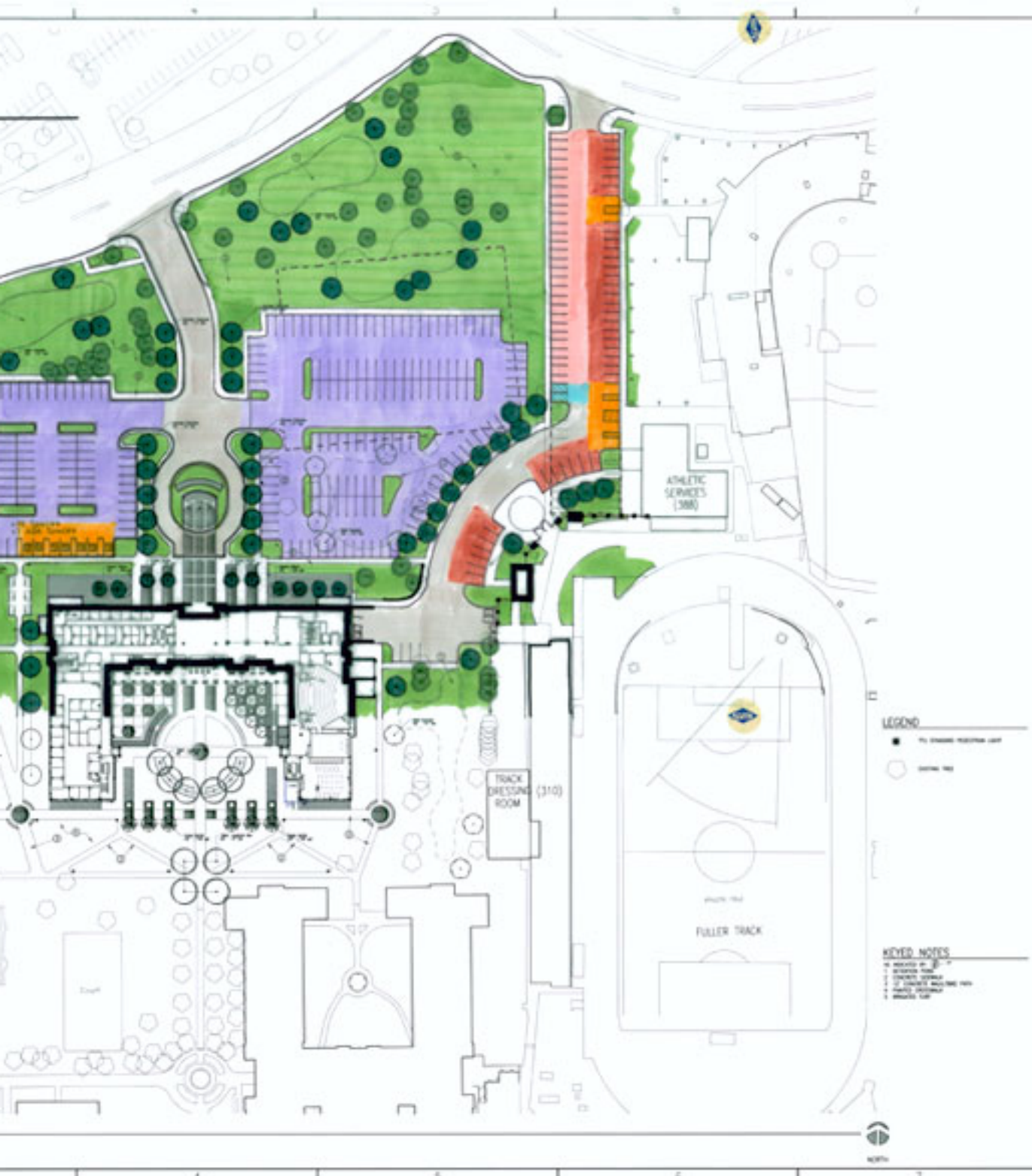
We have received _____ Addenda prior to the submission of this Response.

Signature

Name

Title

Enclosures: Design Proposal
Artist Statement and Preliminary Design



Parsons Brinckerhoff & Associates, Inc.
 Engineers • Architects • Planners
 1000 P Street, N.W., Washington, D.C. 20004

THIS DRAWING IS ISSUED IN ACCORDANCE WITH THE TERMS OF A PROFESSIONAL SERVICE AGREEMENT BETWEEN THE CLIENT AND THE ENGINEER, ARCHITECT, PLANNER, OR DESIGNER. IT IS NOT TO BE USED FOR ANY OTHER PROJECT, LOCATION, OR DATE WITHOUT THE WRITTEN CONSENT OF THE ENGINEER, ARCHITECT, PLANNER, OR DESIGNER.



TEXAS TECH UNIVERSITY

A NEW FACILITY FOR THE JERRY S. RAWLS COLLEGE OF BUSINESS ADMINISTRATION

DESIGN DEVELOPMENT DRAWING PACKAGE

8TH STREET & PLANT AVENUE
 LUBBOCK, TEXAS 79409

LEGEND
 ■ PROPOSED FACILITY FOOTPRINT
 ○ EXISTING TREE

KEYED NOTES
 1. SEE ARCHITECTURAL DRAWINGS FOR FINISHES AND MATERIALS.
 2. SEE CIVIL ENGINEERING DRAWINGS FOR UTILITY LOCATIONS AND ELEVATIONS.
 3. SEE LANDSCAPE ARCHITECTURE DRAWINGS FOR PLANTING SCHEDULES AND MAINTENANCE REQUIREMENTS.

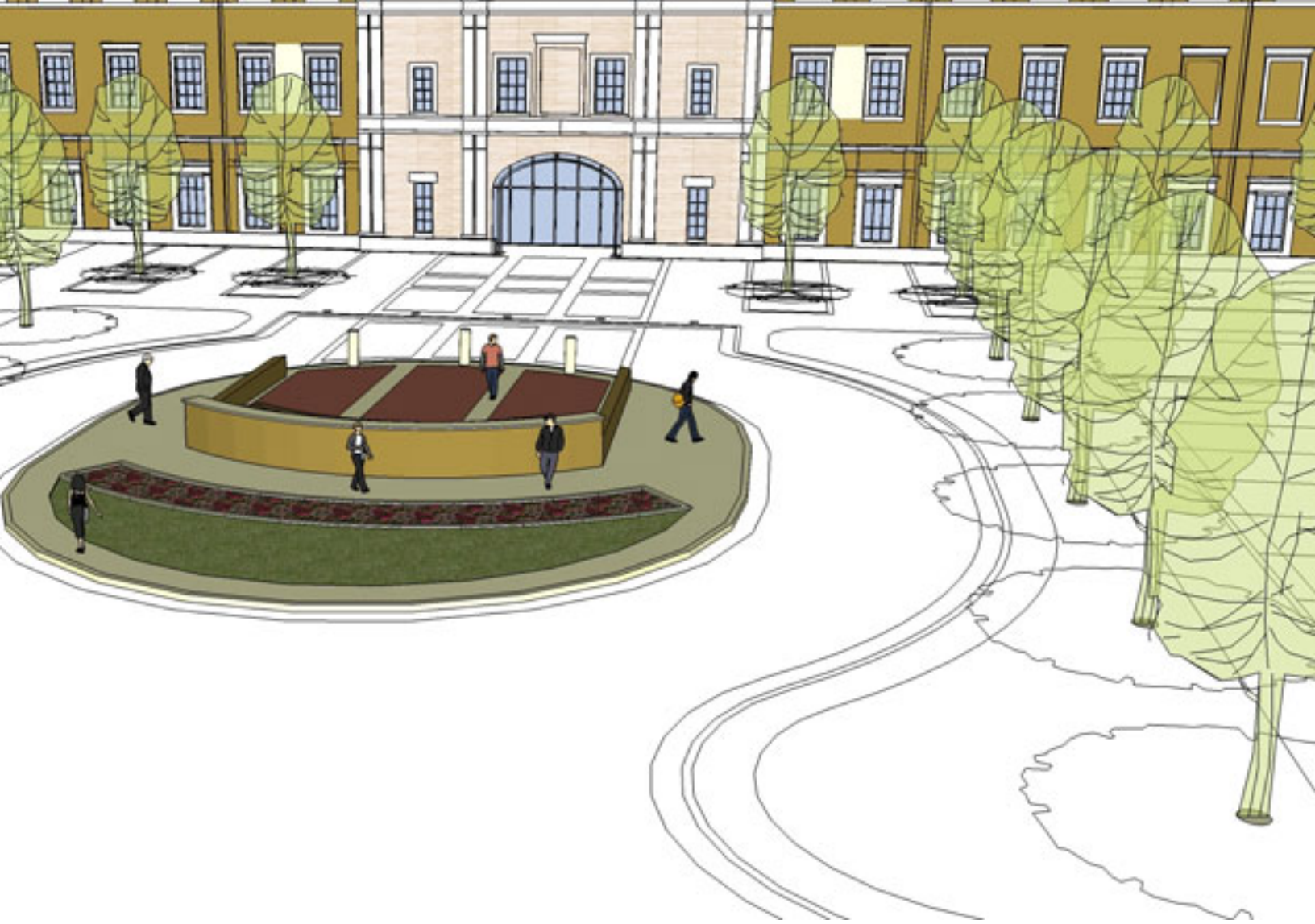
NO.	DATE	DESCRIPTION
1	10/15/10	ISSUE FOR PERMITTING
2	11/15/10	ISSUE FOR CONSTRUCTION
3	01/15/11	ISSUE FOR CONSTRUCTION

LANDSCAPE SITE PLAN

L-101









PUBLIC ART – 2013 REQUEST FOR PROPOSALS (RFP)

Public Art at Bogue Viewing Platform

Abstract Description

project description	Design, construct and place outdoor artwork at the Bogue Viewing Platform in Gig Harbor, WA.
budget	\$25,000.00 **
proposal due date	NOVEMBER 15, 2013
selection	December 10, 2013
award notification	January 15, 2014
installation	June 2014
eligibility	<p>This Project is open to all practicing, professional artists residing and/or maintaining a business in Washington State. The call is open to any artist, 18 years or older. Puget Sound area artists are strongly encouraged to apply for this Project.</p> <p>** NOTE: The budget for this project includes permitting fees (up to \$4,000) and all installation expenses.</p>

1. Introduction

The City of Gig Harbor announces a search for qualified artists to design, create and install public art at the Bogue Viewing Platform located at 8803 North Harborview Drive. The Gig Harbor Arts Commission (GHAC) will act as the review panel in the selection of the art work and will make recommendations to the Gig Harbor City Council, which will have final approval authority.

2. Site Background

The site is highly visible and located in the Finholm District, the original business district of Gig Harbor. The site offers spectacular views of Gig Harbor Bay and Mount Rainier in the distance. The construction of a wood viewing platform was completed in 2006. A wood railing borders the public space and it is used regularly by walkers, joggers and visitors each day. The viewing platform also contains substructure infrastructure elements including water, power and other elements that may impact the design proposal.

3. Site History

The *Finholm District* is located at the head of the bay on North Harborview Drive. It is directly east of the original Gig Harbor Plat which was filed by Dr. A.M. Burnham of Minnesota in 1888. Burnham encouraged many of his friends and relatives from his hometown, Albert Lea, Minnesota, to come and settle in Gig Harbor. *Prentice Shingle Mill* located nearby was in operation around 1891 and a passenger ferry at the Peninsula Yacht Basin site provided service and freight landing for all of Crescent Valley. The area was sparsely populated with only about a dozen homes until the early 1920's. Born in Stockholm, Sweden, Axel Uddenberg gave up his career as a merchant seaman to farm in Roy (1890) and by 1907, he'd moved with his family to Gig Harbor. The Uddenberg's built an imposing 3-story home near what is now Anthony's Restaurant. He opened a grocery store and meat market on the main floor. Later (1910), Axel built a second store on *People's Dock (Westside Grocers* now the Tides Tavern) putting his son, Bert, in charge as manager. In 1929 he constructed a third market with an adjacent building that would serve as the post office for many years. Axel hired young Johnny Finholm, a Finnish immigrant, who later bought the store (1935) renaming it *Finholm's Market*. In 1955 and quite by accident, Wilbur Johnson (American born son of Swedish parents) and Olaf "Roy" Thorstensen (from Skien, Norway) both living in Gig Harbor, met in Sweden where they resolved to preserve the culture of their native lands when they returned. They purchased the William Peacock Estate which they developed into the world famous *Skandia Gaard* (Scandinavian Village). The 1890 farmhouse became living quarters and a coffee shop. A gift shop and museum were created in the 1890 barn and there was an outdoor pavilion for folk dancers. Later, they bought small buildings that had been constructed by Clarence Shaw for his popular rooster races of the 1930's. In the 1980's, the Peacock home was converted to a restaurant but in 2006, it was destroyed by fire. *Origin of Viewing Platform Name:* Ruth Bogue served two terms as Mayor of Gig Harbor (1978-1986). The newly constructed viewing platform was named in her honor in 2006. Bogue died this year.

4. Design Scope

The GHAC is looking for a range of ideas with emphasis on the cultural and historic influence of the heritage of the district. Proposals may include a single artwork or a combination of various sized pieces. The artwork shall be designed to reflect, inspire and delight the public up-close and from afar. The GHAC has identified the following qualities and characteristics that should be considered when designing this public art:

- Honor the Scandinavian heritage of the District and incorporate physical, social, cultural and/or historical Scandinavian influences into the work
- Compliment and/or incorporate existing landscape context and/or uses of the location

- Materials should be durable with minimum maintenance requirements and maximum resistance to vandalism
- Engage the community of Gig Harbor and visitors using this public space

5. Performance Scope

The GHAC has identified the following objectives that will be expected:

- Appropriate scale, form, material, content and style
- Appropriate structural material and surface integrity for public safety and climate
- Appropriate and well-documented installation plan
- Appropriate material for durability with low maintenance suitable for our marine weather environment
- Resistance to deterioration and vandalism
- Must safely withstand pedestrian contact without impeding walking traffic

6. Physical Constraints

The proposed work must:

- Be located within the southeast planting area (see photo)
- Be a height not to exceed seven (7) feet high (includes base)
- Be a width not to exceed (8) feet wide
- Be a depth not to exceed three (3) feet deep
- Compatible with neighboring businesses, residential homes and pedestrians
- Be unique and the original work of the artist
- Not for sale or replicated elsewhere
- Be free and clear of any liens or copyrights

7. Evaluation Criteria

Artist proposals will be evaluated according to:

- THEME – Honor the *Scandinavian heritage* of the District
- QUALITY – High *artistic quality* (demonstrated by previous work)
- CREATIVITY – Work that *diversifies* the city's public art collection; *originality* as it relates to the project site and goals
- EXPERIENCE – Ability and experience creating site-specific work with projects of similar scope and scale; demonstrated ability to communicate the proposed concept and to successfully undertake and execute the project in accordance with the scope, budget, and timeline

8. Proposal Requirements

The Artist is to provide adequate information to demonstrate that he/she is qualified and capable of effectively accomplishing the project. Please provide the following information on 8½ by 11 paper. Submittal packet (10 copies) must be **postmarked or received by the deadline**. Incomplete or late applications will not be accepted.

A. COVER SHEET

B. PROFESSIONAL RESUME (up to 2 pages) including education and experience

- C. REFERENCES (minimum of 2) including current contact information and association
- D. PROJECT NARRATIVE –
 - Describe how the work relates to or functions with the site
 - Describe the materials, their durability and longevity
- E. EXAMPLES OF WORK
 - Submit examples (images) of most recent work
 - Include title, date, materials used, size, and any relevant information
- F. GRAPHIC RENDERING
 - Image(s) of proposed design
- G. BUDGET
 - Budget may not exceed **\$25,000**
 - Total must include all costs including permitting (up to \$4,000), sales tax, and installation

Send ten (10) copies of your completed application to:

City of Gig Harbor Arts Commission
Attn: Lita Dawn Stanton
3510 Grandview Street
Gig Harbor, WA 98335

All proposals must be postmarked or delivered to the address above by 4 pm Friday, November 15, 2013. Proposals will not be returned. Please direct any questions to Lita Dawn Stanton at (253) 853-7609 or e-mail stantonl@ciytofgharbor.net

9. Assumptions

The following assumptions are being made:

After a proposal has been selected, the City reserves the right to negotiate contract details with the artist. If negotiations fail for any reason, the City may choose to negotiate with others to obtain an appropriate contract for needed services. The City of Gig Harbor is free to reject all proposals and not issue a contract. In the event that the scope of work changes, the City and the Proposer may negotiate change orders detailing the revised scope of work and revised cost, prior to beginning work on changes.

10. Anticipated Project Schedule

RFP Responses Due	November 15, 2013
GHAC Review of Proposals	December 10, 2013
Parks Commission Review	December 10, 2013
City Council Review and Decision	January 13, 2014
Award Notification	January 15, 2014

11. Exhibits

1. COVER SHEET
2. SAMPLE CONTRACT

Bogue Viewing Platform

Artwork may be up to 8-ft wide x 7-ft high within the existing landscape planter. (Existing sign can be relocated.)





KETCHIKAN AREA ARTS AND HUMANITIES COUNCIL

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PUBLIC ART REQUEST FOR PROPOSALS ANNOUNCEMENT KETCHIKAN PUBLIC LIBRARY - PUBLIC ART INSTALLATION

INFORMATION AND GUIDELINES

PROPOSAL DEADLINE:

Thursday, April 16th, 2012

Deadline is a postmark or hand delivery date (see 'Project Time Line')

TOTAL BUDGET FOR ART:

\$67,900

GENERAL INFORMATION

The Ketchikan Area Arts and Humanities Council (KAAHC), on behalf of the City of Ketchikan, requests concept proposals for three distinct locations within the new Ketchikan Public Library (KPL). The budget amount of the \$67,900 is intended to purchase artwork for all three locations. The three locations include: 1) a suspended piece over entrance lobby, 2) artwork for the fireplace area, and 3) six I-beam columns along the "hallway" of the main library area. A Pre-Proposal meeting/teleconference will be held March 20th, 2012, 1pm to 3pm at the Ketchikan Gateway Borough 1st Floor Conference Room C to share information and offer an opportunity for artists and/or teams of artists to direct questions to the KPL project/design team and KAAHC relative to design specifications of locations for art pieces (see further details in "Pre-Proposal meeting/teleconference" below). **Proposals by both a single artist and/or teams of artists will be accepted for each of the suggested locations.**

CALL

The competition is open to all professional artists. Proposals must be inclusive of all project costs, including: design, travel, shipping, engineering, fabrication, installation, insurance, and an identifying plaque. **Proposals must include attached budget worksheet. Preference will be given to Southeast Alaskan artists.**

PROJECT BACKGROUND INFORMATION

Ketchikan is an isolated island community of 13,000 residents, located on the western edge of Revillagigedo Island in Southeast Alaska. The community lies within the Tongass National Forest, a temperate rainforest (13 feet of rainfall/year), accessible only by boat or plane. The ocean, neighboring islands, lush forests, rich and diverse sea life, topography, and the sheer isolation have imbued this town with a unique and independent spirit founded on community. The lifeblood of this narrow city is found in its collection of boat harbors, float planes, lumber history and fishing

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330 MAIN STREET
KETCHIKAN, AK 99901
P907-225-2211 F907-225-4330
KETCHIKANARTS.ORG



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fleets that stretch along the lapping waters of the Tongass Narrows, a high traffic waterway between Revillagigedo Island and Gravina and Pennock Islands. Ketchikan has been recognized as one of America's "100 Best Small Arts Towns". Public art within the new library continues our tradition of welcoming, story-telling and celebrating the history and vibrancy of our community.

Architect Statement:

"The design of the Ketchikan Public Library reflects the history and climate of the Ketchikan region. It lets in the limited sunshine and celebrates these events, while protecting the occupants from often harsh weather. The building form and materials reflect the cannery and lumber mill structures of Ketchikan's heritage, and native long house structures from previous eras. The views focus on the surrounding mountains and the limited vistas along the coast, continuously connecting the users to the natural landscape. The building exteriors harmonize with the dark green forests and rock outcroppings that make up this landscape, while the interior wood finishes create a warm respite to read, research, interact and learn. Large windows allow the diffuse light of cloudy days to penetrate and enrich the interior spaces. In a contemporary way, through the use of wood, steel, and stone, the library construction reflects the rustic, simple structure construction practices of those who came one hundred years ago"

Roy Rountree, AIA

Bettisworth Welsh Whiteley, LLC

SITE DESCRIPTIONS

The three general locations that have been selected for public artwork are: 1) a suspended piece over the entrance lobby, 2) the fireplace area, and 3) six I-beams columns along the "hallway" of the main library. Each proposal must be inclusive of all project costs (see General Information).

1) Entrance Lobby

This piece may reflect the community's respect and ethos as it welcomes the public to the library. It will be suspended above a large open area which functions as a nexus between the main library, the conference/presentation room and library staff offices.

The dimensions of the lobby space are 14' wide by 28' long. There is a wood trellis that runs along the west side of the lobby at a height of 11'6" above the floor. This trellis is outside the dimensions stated for the lobby. Duct work exists in the ceiling space located at approximately 13'6" with air outlets at 11'6" above the floor. Lighting exists in the space with four pendant lights hanging 12' above the floor. The ceiling has wood beams and wood decking for the roof. The beams vary in

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height from 17' to 27' above the floor. Structural support for securing work from the ceiling is available; however there are weight limitations for attachment to the roof. Art pieces weighing over 200 pounds shall be reviewed by the Project Structural Engineer. This area is not exposed so sun damage potential will be very low.

Hanging lighting and ductwork must be considered when designing for the entryway suspended art piece. **Please reference accompanying architectural renderings for further specifications.**

Color scheme of lobby materials:

Floor: Light colored stone tile.

Walls: Natural finished wood, painted gypsum board.

Ceiling: Natural finish wood beams and decking.

2) Fireplace Wall area

The fireplace area will provide a warm, comfortable location for library users to relax, enjoy the solitude, read a book or magazine and enjoy adjacent views of the mountain. This location has many options for artwork including the fireplace surround, the metal walls and/or wood walls surrounding the fireplace, and an area which includes the sloping ceiling. Please note the ceiling, beginning immediately above the blackened plate steel panels, slopes at a 45% angle.

The wall has a gas fireplace (propane fired). The fireplace is recessed in a wall covered in blackened plate steel panels. These blackened steel panels are 1/8" thick and extend 8 inches in front of the wood panels. The steel panel wall is approximately 8' wide and 13' tall. The top of the fireplace is 5' above the floor. It is recommended any applied artwork be mounted not less than 32" above the fireplace opening **unless** the artwork is noncombustible and resistant to heat. Similarly a noncombustible clearance of 9" minimum is required at each side of the fireplace opening.

On each side of the fireplace enclosure wall are wood faced walls, each 5' wide x 10' feet tall. The wood finish is natural with a clear finish. The wood panels are 1/2" - 3/4" thick. **Please reference accompanying architectural renderings for further specifications.**

3) Six I-Beam Columns along the hallway

The hallway is a visual and physical path through the main library ending at the children's area. The columns along with the high, vaulted ceiling are the most prominent visual reference to elegant cannery and lumber mill architecture. Proposals for the six columns may be submitted from a single artist or a team of artists using all six columns in a "thematic" expression. Conversely, each column



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can be addressed individually as an independent proposal. Note that all surfaces of the columns are visible from different perspectives within the library.

The Columns are made of heavy gauge steel with a light painted finish. Artwork can be attached to the columns as long as the fasteners are 1/4" diameter or less. The columns span from the floor to the ceiling; however on the hallway side, they are interrupted by a wood trellis drop-ceiling at 11'6". Lighting and ducts exists approximately 11'6" above the floor over the book stacks. The top of the book stacks are 5'6" above the floor.

The columns provide an opportunity/risk for artwork on the lower six feet of the beams to be interactive/damaged. Artwork applied to the columns in this area should be durable and vandal resistant. If artwork extends more than 4" from the surface of the columns on the hallway side, it must extend to within 27" of the floor to enable detection with a cane by the visually impaired.

Hanging light fixtures over the stacks, large ductwork and wood trellis ceiling over the hallway should be considered when designing for the I-beams. **Please reference accompanying architectural renderings for further specifications.**

Although the "photos" of the "finished library" show wood surface on part of the beams, the wood features have been removed from the design.

SPECIAL CONSIDERATIONS FOR ALL LOCATIONS

- ◆ Safety is of the utmost concern.
- ◆ Due to the large amount of East-facing windows, there is potential for sun damage.
- ◆ If design of art work is within reach, materials must be durable, vandal resistant and safe for all ages.
- ◆ Three-dimensional proposals need to be designed to prohibit climbing or entering if they are at an accessible height.

CRITERIA FOR SELECTION

The Ketchikan Area Arts & Humanities Council will manage the preliminary stages of the project, including circulating the Request for Proposals, fielding questions on the project, convening the Selection Panel, and announcing the awarded commissions. The Project Team for the construction of the new Ketchikan Public Library will supply construction specifications and field questions via the Arts Council, as well as serve as liaison between artist and construction contractor. The

KETCHIKAN AREA ARTS AND HUMANITIES COUNCIL
330 MAIN STREET
KETCHIKAN, AK 99901
P907-225-2211 F907-225-4330
KETCHIKANARTS.ORG



KETCHIKAN AREA ARTS AND HUMANITIES COUNCIL

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Ketchikan City Council will finalize selection, negotiate price, issue contracts, and purchase art to be commissioned.

A Selection Panel will review the proposals and make final recommendations to the City Council for approval. This panel will be comprised of representatives from the City Council and Ketchikan Gateway Borough Assembly, Ketchikan City Public Works, the University of Alaska Southeast, Ketchikan Public Library, Ketchikan High School, Friends of the Library, the Ketchikan Indian Community, the Ketchikan Area Arts & Humanities Council, and other design and architect professionals within the community.

The criteria for selecting proposals include:

1. Artistic merit of concept.
2. Style and Appropriateness: Artwork should demonstrate that it is compatible in relationship to the library, and to the greater Ketchikan community.
3. Technical Considerations and Feasibility: Based upon the artist's artistic history and experience in completing public art projects within the timeline and budget, as well as the sustainability of the project.
4. Safety and Maintenance: Artwork should be durable, meet the requirements of insurance policies and be resistant to theft and or vandalism. Materials should require minimal periodic maintenance and be readily available if conservation or restoration is necessary.
5. Diversity: Reflects the overall project goal to strive for diversity in style, scale, media and artists working in traditional and contemporary art forms.

PROPOSAL REQUIREMENTS AND FORMAT

Artists are invited to submit one or more concept proposals for one or more of the locations within the library. Each project concept proposal must have a separate and complete proposal packet. If an artist or team is submitting concept proposal packets for more than one site, only one copy of the resume(s), portfolio images, and annotated image list is necessary. Artists interested in this project must prepare and submit the following materials without staples, each labeled with the artist's name and contact information:

- 1. Letter of intent.** The letter should be no more than one page in length, include the artist's contact information, and explanation of the proposed project.
- 2. Artist's resume.** A current resume should be submitted for each artist or member of a proposal team.

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3. Proposed concept sketch. Sketches must be three-dimensional (if applicable) and no larger than 11” by 14”, and marked with the proposed location, dimensions, materials, weights, colors, and any other relevant details.

4. Budget. An itemized project budget worksheet (provided) **MUST** accompany all proposals.

5. No more than ten (10) digital color images of the artist’s representative work. JPGs must be no more than 1920 pixels on the longest side, 72 dpi, and max 1.8 MB. File names should include the title of the artwork. CDs must be labeled with the artist’s name and contact information placed in a plastic gem case. Digital images must be submitted on a PC compatible CD/DVD to avoid formatting issues. Artists applying as a team may submit 10 digital images of each artist’s work. Slide images will not be accepted.

6. Annotated image list. The image list must include a brief description of each image stating the title, date, medium, size, location, and commission budget, if the piece was commissioned.

7. SASE. A self-addressed stamped envelope with sufficient postage must be included for the return of proposal materials, regardless of being hand-delivered or mailed. Proposals without an SASE will not be returned.

Optional materials. Artist may include up to three supporting materials, such as reviews, news articles, letters of recommendation, and other related materials.

PRE-PROPOSAL MEETING/TELECONFERENCE

Artists are encouraged to attend either in person or by teleconference, a pre-proposal meeting on March 20th, beginning promptly at 1pm and ending no later than 3pm, at the Ketchikan Gateway Borough 1st Floor Conference Room C, Ketchikan, AK. The intent of this meeting is to share information and present an opportunity for artists and/or teams of artists to direct questions to the KPL Project/Design Team and KAAHC relative to the public art procurement process and design specifications of the art locations selected. Following the conclusion of the pre-proposal meeting, all further Requests for Information (RFI) are to be submitted in writing to the Ketchikan Area Arts and Humanities Council for processing. If you will be attending this meeting via teleconference, please call KAAHC to receive teleconference access instructions – 907-225-2211.

PROJECT TIME LINE

<i>March 20, 2012, 1:00 – 3:00 pm, Alaska Time</i>	Pre-Proposal/Teleconference meeting
<i>April 16, 2012, 5:00pm, Alaska Time</i>	Deadline for proposal submissions
<i>May 7, 2012, (pending decision of Ktn City Council on May 3, 2012)</i>	Artists notified via mail
<i>May 21, 2012</i>	Anticipated execution of contracts

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Artwork completed and installed for presentation anticipated by:

January 31, 2013

The deadline for proposals is April 16, 2012. No late entries will be accepted. However, other aspects of the project time line is contingent upon the Ketchikan City Council's schedule and may be changed at any time.

APPLICATION DELIVERY

Please postmark or deliver proposal materials by *April 16, 2012, 5:00pm, Alaska Time* to:

**New Library Public Art Project, City of Ketchikan
c/o KAAHC
330 Main Street
Ketchikan, AK 99901**

All materials submitted become the property of the City of Ketchikan and will not be returned unless a self-addressed stamped envelope, with sufficient postage, is provided. KAAHC will make every effort to protect submitted materials; however, it will not be responsible for any loss or damage.

CONTACT INFORMATION

If you have questions or need any additional information or images contact, Kathleen Light, Executive Director, at the Ketchikan Area Arts and Humanities Council by phone at 907-225-2211 or email KathleenL@KetchikanArts.org

This document is available at www.KetchikanArts.org in the "Call to Artists" folder.



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PUBLIC ART BUDGET WORKSHEET

SITE NAME: _____

ARTIST NAME: _____

Materials and Supplies	\$
Artist Fee	\$
Contractual Labor (including all assistants and vendors)	\$
Studio Cost or Rental (include utilities)	\$
Fabrication	\$
Insurance on work until Installation (in studio, during shipping, and installation)	\$
Tools and Equipment:	
Purchase	\$
Rental	\$
Depreciation	\$
Travel	\$
Lodging	\$
Crating/Shipping	\$
Pre-Installation/Site Preparation (includes: base(s) for sculptural elements footers, lighting, modification of site)	\$

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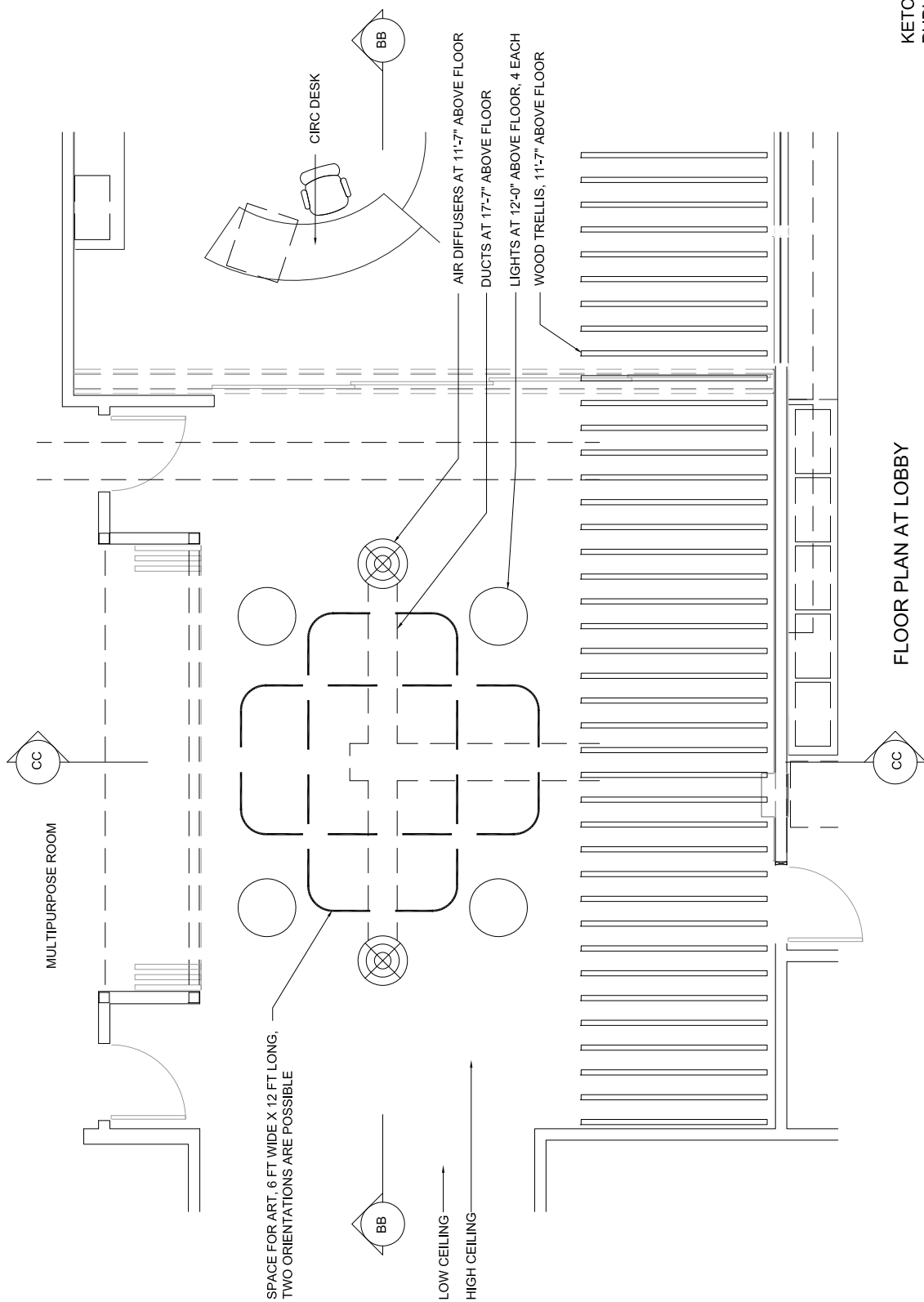


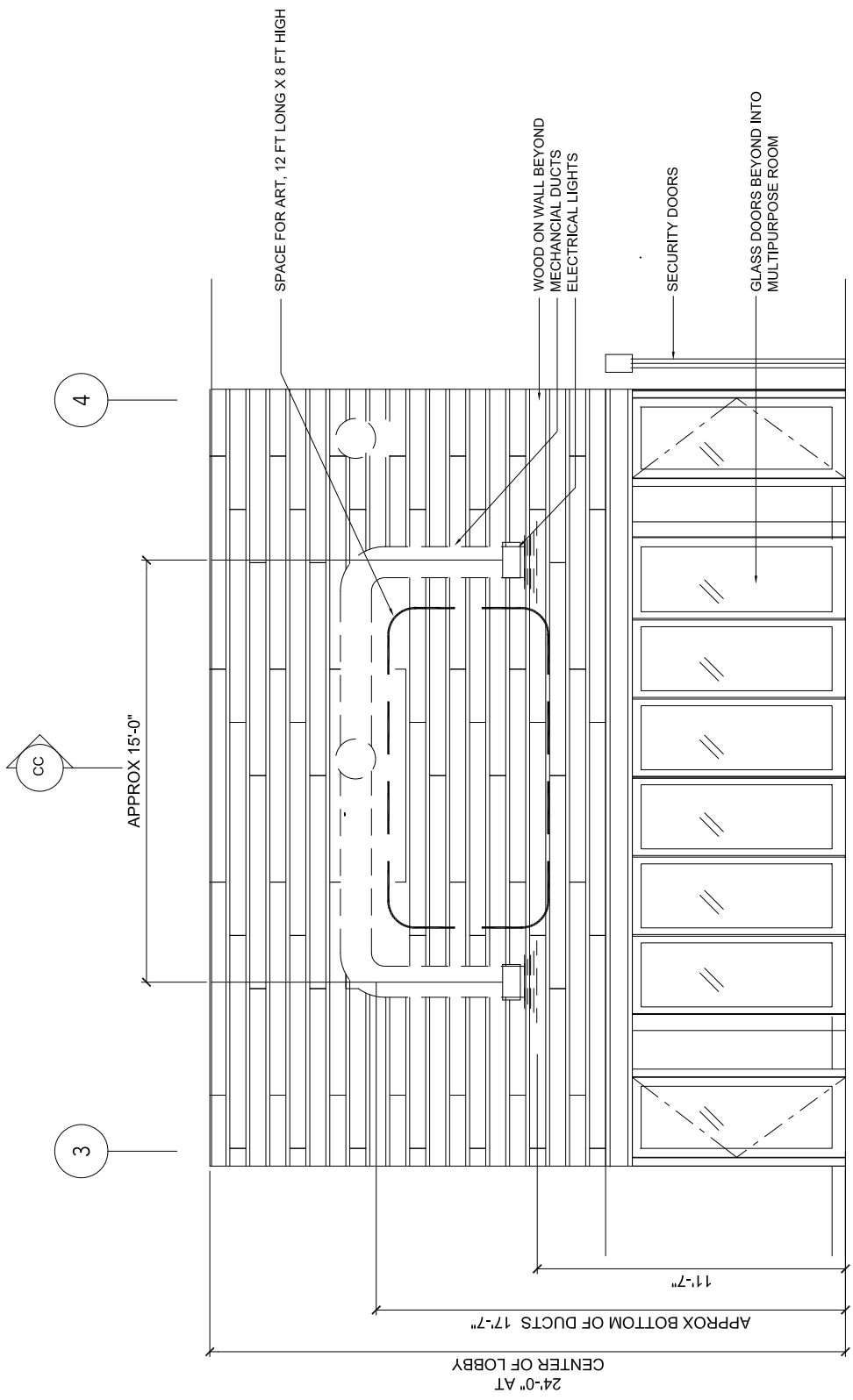
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Installation (Including Contractor's fees, equipment, rental)	\$
Documentation Costs (required by contract)	\$
Identification Signage/Plaque(s)	\$
Miscellaneous Expenses (phone, copying, postage, etc.)	\$
Electrical Components Integral to the Work	\$
Engineer Fees	\$
Designer Fees	\$
Contingency	\$
TOTAL	\$

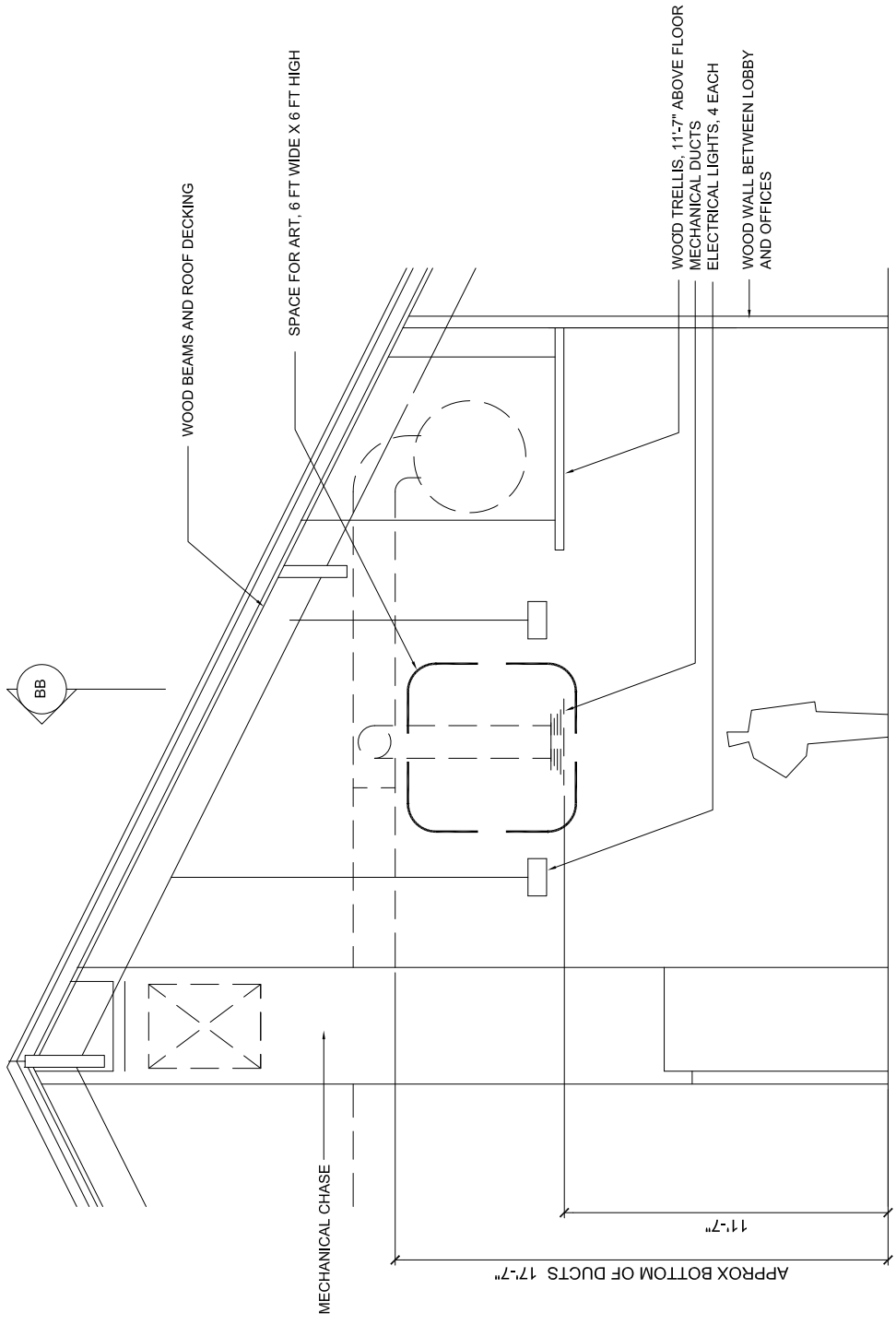
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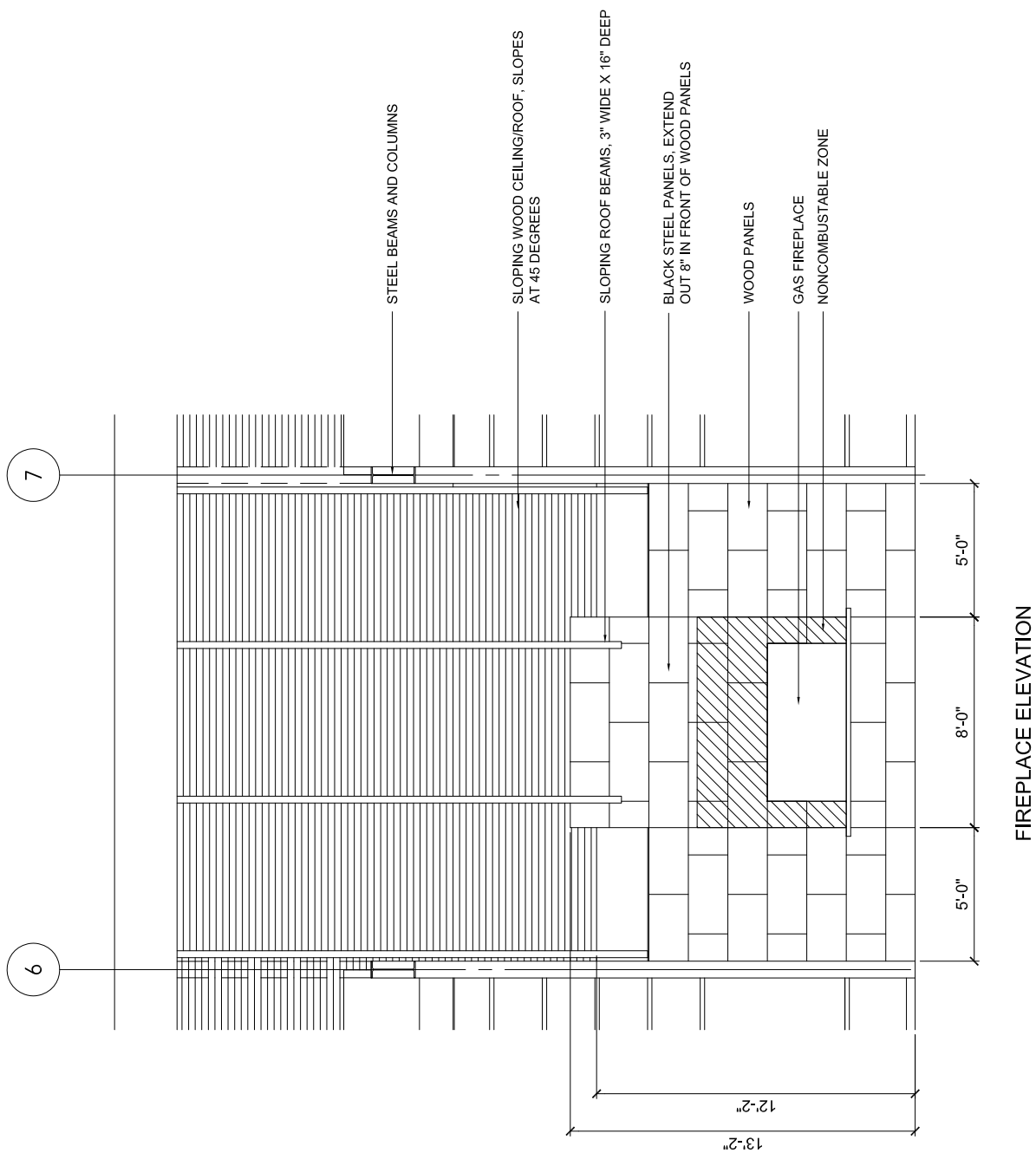
CROSS SECTION BB THROUGH LOBBY

KETCHIKAN PUBLIC LIBRARY
 PUBLIC ART RFP
 ENTRY LOBBY
 SCALE: 1/4" = 1'-0"

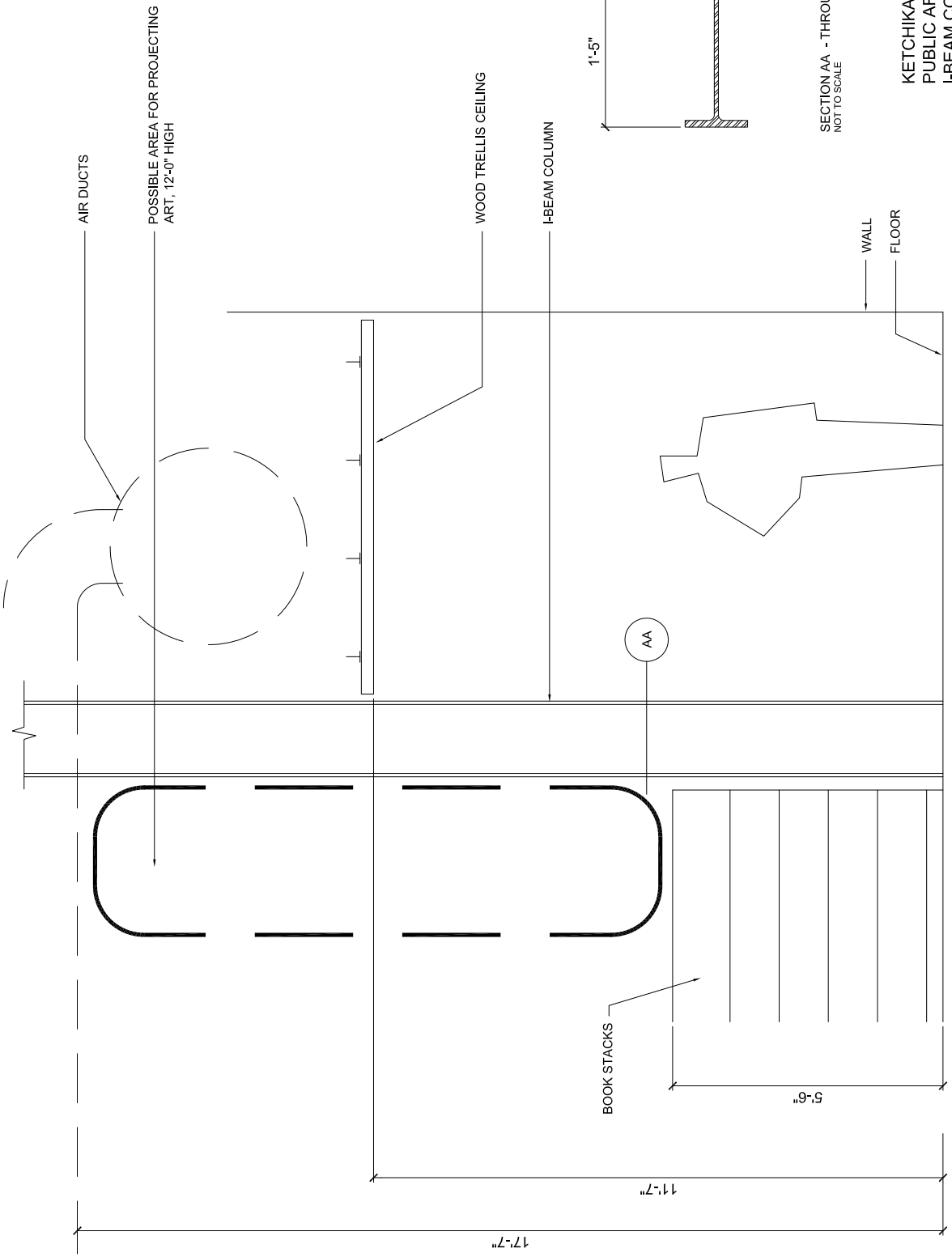


CROSS SECTION CC THROUGH LOBBY

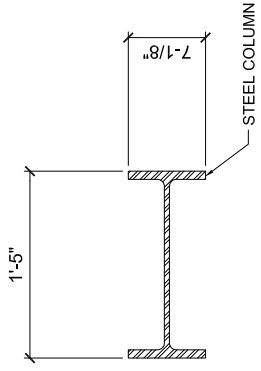
KETCHIKAN PUBLIC LIBRARY
 PUBLIC ART FRP
 ENTRY LOBBY
 SCALE: 1/4" = 1'-0"



FIREPLACE ELEVATION



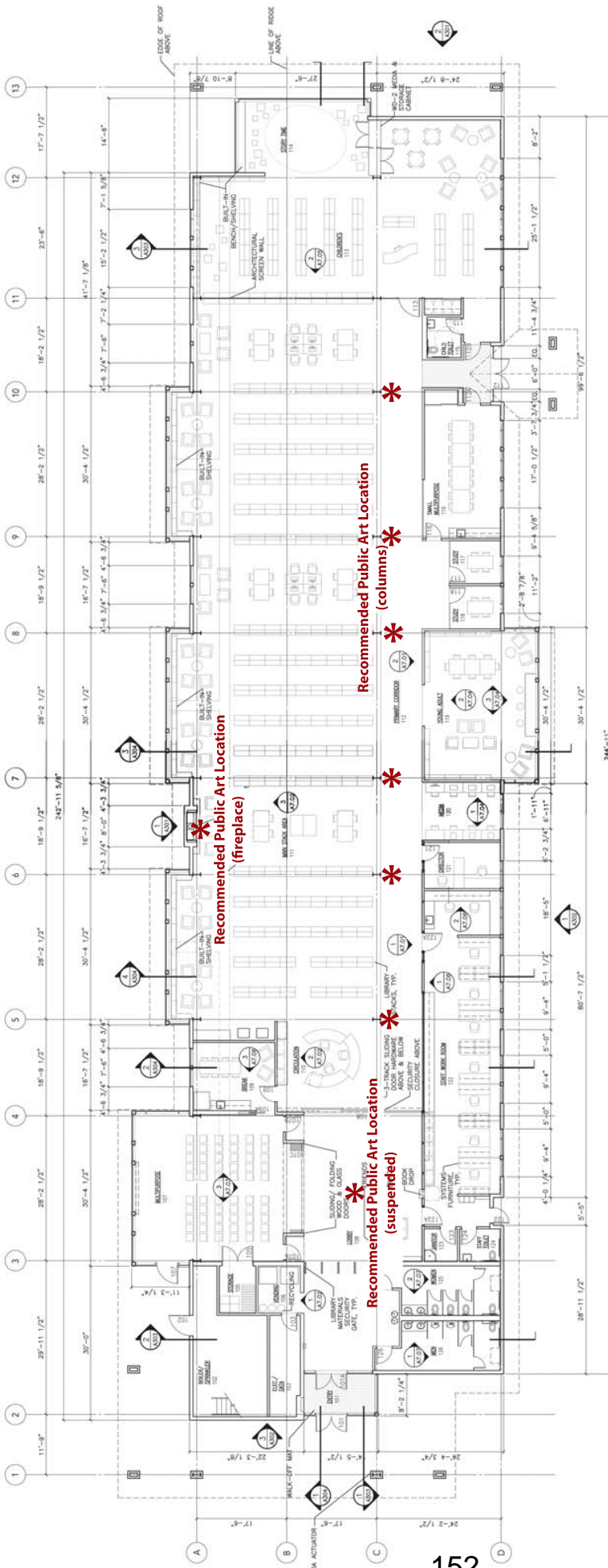
ELEVATION AT TYPICAL COLUMN



SECTION AA - THROUGH I-BEAM COLUMN
NOT TO SCALE

KETCHIKAN PUBLIC LIBRARY
PUBLIC ART RFP
I-BEAM COLUMNS
SCALE: 1/2" = 1'-0"





Ketchikan Public Library - Recommended Public Art Locations

1 PARTIAL FIRST FLOOR PLAN
1/8"=1'-0"



City of Homer

www.cityofhomer-ak.gov

Office of the City Clerk

491 East Pioneer Avenue
Homer, Alaska 99603

clerk@cityofhomer-ak.gov

(p) 907-235-3130

(f) 907-235-3143

Memorandum

TO: PUBLIC ARTS COMMITTEE
FROM: RENEE KRAUSE, CMC, DEPUTY CITY CLERK
DATE: SEPTEMBER 24, 2014
SUBJECT: ELECTIONS/NOMINATIONS

Acting Chair Miller has requested a committee discussion on this item.



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Memorandum

TO: PUBLIC ARTS COMMITTEE
FROM: RENEE KRAUSE, CMC, DEPUTY CITY CLERK
DATE: SEPTEMBER 24, 2014
SUBJECT: CATALOGUING THE MUNICIPAL ART COLLECTION

The committee entertained a brief discussion at the regular meeting on August 14, 2014 and requested this item be continued at a worksession.

Following is the excerpt from the Administrative Guidelines outlining the policy for the Municipal Art Collection preservation:

PRESERVATION OF THE MUNICIPAL ART COLLECTION

1. Registry

The City's art collection will be catalogued and a registry maintained. Each entry will include

- a. name and contact information for the artist*
- b. title of the work, date created, dimensions*
- c. photographs of the work*
- d. the artist's cleaning and maintenance recommendation;*
- e. an artist's statement regarding the work, if possible.*
- f. An identification number _____ (year installed), _____ consecutive number (for example: 2006-#21). This number will also be affixed to the piece of art or to its label.*
- g. Exact location of the artwork.*
- h. Techniques and materials used in creating the artwork.*

The registry will be bound and stored in the library and City Clerk's Office. The City will also provide an official label for each piece of art that will be consistent in style and material.

Color Photo of artwork

Artist Name(s)

Title of Artwork

Year Completed/Date

Medium Used

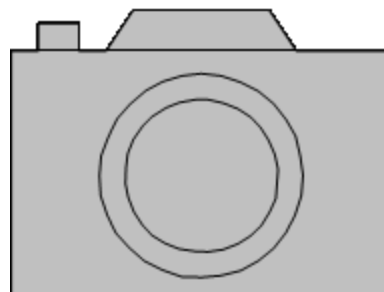
Size/Dimensions

Location

Physical Description of the piece

Short Summary about the Artist

Summary Comment on the artwork





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Memorandum

TO: PUBLIC ARTS COMMITTEE
FROM: RENEE KRAUSE, CMC, DEPUTY CITY CLERK
DATE: SEPTEMBER 24, 2014
SUBJECT: CALENDAR FOR ATTENDANCE AT COUNCIL MEETINGS

Following is the format that is successfully used by several of the commissions and the Board for attending the City Council meetings.

If this form meets with the general consensus of the Committee no action is really necessary just let staff know. If there are any modifications made please forward these changes to staff after your worksession.

2014/2015 HOMER CITY COUNCIL MEETINGS
PUBLIC ARTS COMMITTEE ATTENDANCE

It is the goal of the Committee to have a member speak regularly to the City Council at council meetings. There is a special place on the council's agenda specifically for this. The committee reports are after the City Manager's report. That is when you would stand and be recognized and proceed to the public table. (The committee can also submit a written report to be included in the Council packet if no one is available to attend a meeting.) The member would give a brief report on what the Committee is currently addressing, projects, events, etc. **A member is scheduled to speak and has a choice at which council meeting they will attend. It is only required to attend one meeting during the month that you have volunteered.** However, if your schedule permits please feel free to attend both meetings. Remember you cannot be heard if you do not speak.

The following Meeting Dates for City Council for 2014/2015 is as follows:

- October 13, 27 2014 _____
- November 24, 2014 _____
- December 8, 2014 _____
- January 12, 26, 2015 _____
- February 9, 23, 2015 _____
- March 9, 23, 2015 _____
- April 13, 27, 2015 _____
- May 11, 26, 2015 _____
- June 8, 22, 2015 _____
- July 27, 2015 _____
- August 10, 24, 2015 _____
- September 14, 28 _____
- October 12, 26, 2015 _____

Please review and if you will be unable to make the meeting you are tentatively scheduled for please discuss.

