



**AGENDA
PUBLIC ARTS & CULTURE COMMISSION
MEETING
CITY OF LEANDER, TEXAS**

Leander Activity Center
11880 Hero Way West, Suite 600 - Leander, Texas
Wednesday, March 13, 2024
Regular Meeting at 6:00 PM



Place 1 – Mical Roy
Place 2 – Keysha Bradford
Place 3 – Nekosi Nelson
Place 4 – Lisa Haynes
Place 5 – Reddy Yeduru

Place 6 – Sammy Panzarino
Place 7 – Steve Kuwitzky
Place 8 – Michael Herrera
Staff Liaison - Greg Olmer
Council Liaison - Na'Cole Thompson

REGULAR MEETING

1. Open Meeting.
2. Roll Call.
3. City Council Liaison Update
4. Staff Liaison Update
5. Sub-Committee Updates

CONSENT AGENDA: ACTION

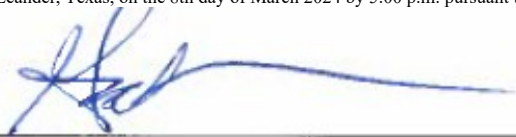
6. Approval of the minutes for meeting held on February 13, 2024.

REGULAR AGENDA

7. Discuss and consider a review of the 2023 - 2024 goals and Master Plan.
8. Discuss and consider installing a Bill Pickett Art Project in San Gabriel Park.
9. Discuss and consider a new Sculpture Project.
10. Discuss and consider new Mural.
11. Discuss and consider rescheduling the 2024 calendar year meetings.
12. Discuss and consider the allocation of \$300 toward LPACC swag items for use at future events.
13. Future Agenda Items
14. Closing Statements
15. Adjournment

CERTIFICATION

The City of Leander is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call the City Secretary at (512) 528-2743 for information. Hearing impaired or speech disabled persons equipped with telecommunication devices for the deaf may call (512) 528-2800. I certify that the above agenda for this meeting of the Public Arts and Culture Commission of the City of Leander, Texas, was posted on the bulletin board at City Hall in Leander, Texas, on the 8th day of March 2024 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.



Greg Olmer, Parks and Recreation Assistant Director



EXECUTIVE SUMMARY
3/13/2024

AGENDA SUBJECT:

Approval of the minutes for meeting held on February 13, 2024.

BACKGROUND:

Approval of the minutes for meeting held on February 13, 2024.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Amount requested:

Approved in current budget (Yes / No):

Expenditure (New / Amended):

Recurring or one-time:

Fund source (Operating / Utility / etc.):

Fiscal Impact

Attachments:

1. Feb. 2024 LPACC Minutes



**MINUTES
PUBLIC ART AND CULTURE COMMISSION
CITY OF LEANDER, TEXAS**

Leander Activity Center
11880 Hero Way West, Ste. 600



March 13, 2024

1. Call to Order at 6:04
2. Roll Call – everyone was present except for Commissioner Nelson and Bradford.
3. City Council Liaison Update – Council Member Thompson discussed water restrictions being in Phase 4 and the timeline for repairs along with strategies.
4. Staff Liaison Update: Staff Liaison updated Commissioners that the online donation page for LPACC is live and accepting donations.

-Subcommittee Updates: Updates were provided during Regular Agenda item discussions of similar topics.

5. Motion: Approve Meeting Minutes date Feb. 14th, 2024.

By: Steve Kuwitzky

Seconded: Sammy Panzarino

Yes: Steve Kuwitzky, Sammy Panzarino, Reddy Yeduru, Lisa Haynes, Mical Roy.

No: None

Abstain: None

6. Discuss and consider Post Event Wrap-Up of MLK Day and March
 - Vice Chair Commissioner Haynes reported final outcomes of the special event, challenges associated with Videography company, and T-shirt company meeting expectations and establishing a Rain plan and Ice Plan and consideration of canceling, (no postponement) if icing conditions were to occur. A spreadsheet of the budget was distributed.
7. Commissioner Herrera discussed the existing goals and future goals document in order to reestablish focus/strategy for Commissioners. Tabled until next meeting.
8. Discuss and consider Art Fest: Commissioner Herrera discussed steps taken to date to host Art Fest at the LAC as well as establishing a budget.

Motion: Approve hosting the event at the LAC on Oct. 12th, 2024.

By: Steve Kuwitzky

Seconded: Lisa Haynes

Yes: Steve Kuwitzky, Sammy Panzarino, Reddy Yeduru, Lisa Haynes, Mical Roy.

No: None

Abstain: None

9. Discuss and consider Bill Pickett Relief: Overview information was provided by Stephanie Rand, background materials were submitted past deadline so the item was tabled for the next meeting date for an action item. Changing name of Project to: 'Bill Pickett Art Project'
10. Discuss and consider a new sculpture project. Chair Panzarino discussed intentions to pursue a new sculpture project that could be incorporated into the park system. More discussion to take place at next meeting.
11. Discuss and consider new Mural. Commissioners Haynes and others discussed identifying new opportunities with the city for establishing a new mural. Liasion Olmer, suggested a possible 'wrap' of the Fitness station at Bledsoe Park and could release more information.
12. Discuss and consider rescheduling future meeting dates for 2024. This item was tabled until next month.

13. Adjourned at 7:24pm

CHAIR SIGNATURE

SECRETARY SIGNATURE



EXECUTIVE SUMMARY
3/13/2024

AGENDA SUBJECT:

Discuss and consider a review of the 2023 - 2024 goals and Master Plan.

BACKGROUND:

Commissioners will review 2023 - 2024 goals and the Master Plan for all projects and events associated with the Commission. A handout will be provided that has updated information.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Amount requested:

Approved in current budget (Yes / No):

Expenditure (New / Amended):

Recurring or one-time:

Fund source (Operating / Utility / etc.):

Fiscal Impact

Attachments:

1. 1.0 S23-007 Art Master Plan RFP
2. 1707-095 RFQ Public Art Master Plan update
3. LPACC Master Plan Meeting Points



City of Leander

**City of Leander, Texas
Purchasing & General Services**

105 N Brushy St,
Leander, Texas 78641

www.leandertx.gov

**REQUEST FOR QUALIFICATIONS
STATEMENT (RFQS)**

ART MASTER PLAN

SOLICITATION NUMBER S24-007

MARCH 2024

**ART MASTER PLAN
PART I**

GENERAL REQUIREMENTS

1. **PURPOSE:** The City of Leander, herein after “the City” seeks qualification statements from firms experienced in providing art master planning services for municipalities, other government entities, corporations, etc. The City of Leander art program is managed by the Parks and Recreation Department and the Leander Public Arts and Culture Commission (LPAC) led by nine Council-appointed commissioners. LPAC was established to promote public art, culture and education that contributes to a sense of community. The City desires the services of a consultant to provide a comprehensive art master plan with a clear vision of arts and culture in Leander including a feasible action plan to realize the City’s artistic potential. The estimated budget for this contract is \$49,000 and is all inclusive including contingencies and other expenses such as consultant travel and lodging.
2. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s)
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page
Part III – Supplemental Terms and Conditions	Page(s)
Part IV – Scope of Work	Page(s)
Part V – Qualification Statement Preparation Instructions and Evaluation Factors	Page(s)
Attachment A – Reference Sheet	Separate attachment
Attachment B – Conflict of Interest Questionnaire	Separate attachment
Attachment C – Subcontractor Information Form	Separate attachment

3. **SCHEDULE OF EVENTS:** It is the City’s intention to follow the solicitation timeline below.

EVENT	DATE
Solicitation released	Date, Year
Deadline for submission of questions	Date, Year @ 5:00 PM, CST
City responses to questions or addendums	Approximately Date, Year @ 5:00 PM, CST
Deadline for submission of responses	Date, Year @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted through Bonfire in writing by 5:00 PM CST on the due date noted above. A copy of all questions submitted and the City’s response to the questions shall be posted on the City’s webpage in the form of an addendum at:

<https://leandertx.bonfirehub.com/>

The City reserves the right to modify these dates. Notice of date change will be posted to the City’s website:

<https://leandertx.bonfirehub.com/>

4. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City’s website at <https://leandertx.bonfirehub.com/> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
5. **RESPONSE DUE DATE:** Appropriately submitted responses are due at or before 3:00 PM, on the due date noted in PART I, Section 3 – Schedule of Events. The Offeror shall respond via the City’s electronic bidding platform, Bonfire: <https://leandertx.bonfirehub.com/>

- A. This request for proposal (RFP) does not commit the City to contract for any supply or service.
 - B. No paper or submittals outside of Bonfire will be accepted by the City for this solicitation.
 - C. Responses cannot be altered or amended after digital opening.
 - D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
 - E. The City will not be bound by any oral statement or offer made contrary to the written specifications.
 - F. Samples (if applicable) shall be provided at the Respondent's expense and shall become the property of the City.
 - G. Late responses will not be permitted nor considered.
6. **SUSPENSION OR DEBARMENT CERTIFICATION:** The provisions of the Code of Federal Regulations 2 CFR part 180 suspension and debarment may apply to this agreement. The City of Leander is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from doing business with the Federal Government, State of Texas, or the City of Leander.
7. **CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed, and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
8. **EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of an offer, the City of Leander prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City Official, Employee, City Consultant, or Evaluation Team member evaluating or considering the offers prior to the time an award decision has been confirmed. Communication between an Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the offer. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration of award in evaluation or any future bid.

**PART II
DEFINITIONS, STANDARD TERMS AND CONDITIONS,
AND INSURANCE REQUIREMENTS**

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions and Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. These can be obtained from the City's website at: <https://www.leandertx.gov/DocumentCenter/View/761/Standard-Definitions-Terms-and-Conditions-Updated-November-2022-PDF>.

In addition, the Supplemental Terms and Conditions listed in Section III shall also be enforced as part of the contract.

2. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: <https://www.leandertx.gov/DocumentCenter/View/761/Standard-Definitions-Terms-and-Conditions-Updated-November-2022-PDF>
3. **PROFESSIONAL LIABILITY INSURANCE:** The Contractor shall provide coverage, at a minimum limit of \$2,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission, or breach of security (including but not limited to any confidential or private information) arising out of the performance of professional services under this Agreement.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

**PART III
SUPPLEMENTAL TERMS AND CONDITIONS**

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - A. The term of the Agreement shall begin from date of award and shall end once the City accepts the finalized art master plan.
 - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 120 days.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - A. Be firms, corporations, individuals, or partnerships normally engaged in providing art master planning services for municipalities, other government entities, corporations for the previous three (3) years as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
 - B. Have adequate financial resources or the ability to obtain such resources as required.
 - C. The Respondent shall include in the proposal a list of all litigation the company or its principals have been involved in within the last three (3) years.
 - D. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this RFP process.
 - E. Have a satisfactory record of performance.
 - F. Have a satisfactory record of integrity and ethics; and
 - G. Be otherwise qualified and eligible, as determined by the City, to receive an award.
3. **SUBCONTRACTORS:** If Subcontractors will be used the Respondent is required to complete the main scope of the contracted work and only use subcontractors to assist in data collection. Complete and submit Attachment C: Subcontractor Information Form with the proposal response. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractors own acts and omissions. The Contractor shall:
 - A. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications, and terms of the Contract.
 - B. Require that all Subcontractors obtain and maintain, throughout the term of their agreement, primary insurance in the type and amounts specified for the Contractor, with the City being named as an additional insured; and
 - C. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
 - D. Awarded Contractor is required to submit a list of all subcontractors for approval by the City prior to use of any subcontractors throughout the term of the contract.
4. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules, and regulations. The Respondent shall:
 - A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State, and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules, and regulations in the performance of these services.
 - B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern.
 - C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Successful Respondents' obligations under this paragraph.

5. **WORKFORCE:** Successful Respondent shall:
- A. Ensure Respondent's employees perform the services in a timely, professional, and efficient manner.
 - B. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee.
6. **PRICING:** The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds, and risk management. No separate line-item charges shall be permitted for either response or invoice purposes.
7. **PRICE INCREASE:** Contract prices for providing art master planning services for municipalities, other government entities, corporations, etc. shall remain firm throughout the life of the contract. This Contract is expected to result in a comprehensive art master plan with a clear vision of arts and culture in Leander including a feasible action plan to realize the City's artistic potential.
8. **ACCEPTANCE/INSPECTION:** Acceptance/Inspection should not take more than five (5) working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City the Contractor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere.
9. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded Contractor's performance anytime during the contract term.
10. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
11. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Respondents to the solicitation will be notified when City staff recommendation of award has been made. The award announcement will be posted to the City's website at <https://leandertx.bonfirehub.com/> once City Council has approved the recommendation of award and the agreement has been executed.
12. **POINT OF CONTACT (POC) / DESIGNATED REPRESENTATIVE:**
- A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.
 - B. **The City's designated representative:**
Greg Olmer
Assistant Director
Parks and Recreation Department
Phone: 512-528-2971
E-mail: golmer@leandertx.gov
 - C. Do not contact the individual listed above with questions or comments during the course of the solicitation.
13. **INTERLOCAL PURCHASING AGREEMENTS:**
- A. The City has entered into Interlocal Agreements with other Governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor may agree to offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.
 - B. The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement.

PART IV SCOPE OF WORK

1. INTRODUCTION AND BACKGROUND:

The City of Leander, herein after “the City” seeks qualification statements from firms experienced in providing art master planning services for municipalities, other government entities, corporations, etc. The City of Leander art program is managed by the Parks and Recreation Department and the Leander Public Arts and Culture Commission (LPAC) led by nine Council-appointed commissioners. LPAC was established to promote public art, culture, and education that contributes to a sense of community. The City desires the services of a consultant to provide a comprehensive art master plan with a clear vision of arts and culture in Leander including a feasible action plan to realize the City’s artistic potential. The estimated budget for this contract is \$49,000 and is all inclusive including contingencies and other expenses such as consultant travel and lodging.

2. SERVICE REQUIREMENTS: The Contractor shall-

- A. The Leander Public Art and Culture Master Plan is a substantial document in need of a refresh and new, updated goals.
- B. The current art master plan can be found at the below website.
<https://www.leandertx.gov/DocumentCenter/View/1695/Public-Art-Commission-Master-Plan-PDF>
- C. The updated Public Art and Culture Master Plan should serve as a guide for the program over the next five years, with specific and realistic goals that can be accomplished by limited Parks and Recreation staff.
- D. The City of Leander Art and Culture Master Plan update must include, but is not limited to:
 - i. A review of the current Public Art Master Plan and specific updated recommendations in accordance with public art best practices with an addition of Culture to the plan.
 - ii. A review of the program vision, mission, and goals.
 - iii. A review of the Public Art Ordinance and revision recommendations to better align with the new Master Plan.
 - iv. A review of the role of the public art and culture program in Leander, past and present, and recommendations for how to align with the future goals of the Mayor and City Council.
 - v. Interviews with key stakeholders such as City staff, the Parks and Recreation Department, and artists in the collection; focus groups with Leander residents.
 - vi. An assessment of the current art collection and recommendations for collection management (including maintenance and conservation).
 - vii. An assessment of current staffing workloads and recommendations for future staffing needs.
 - viii. An assessment of the Leander Public Arts and Culture Commission and Parks and Recreation staff roles.
 - ix. A review of current funding protocols and recommendations for public art fund best practices.
 - x. Recommendations for public/private partnership opportunities.

3. DELIVERABLES: Deliverables and partial payments may be considered if agreed upon between the Contractor and the City.

4. CONTRACTOR RESPONSIBILITIES:

- A. Maintain quality communication with City staff regarding status of tasks being performed.
- B. Notify the City designated personnel of the estimated schedule and communicate any delays quickly to the City’s POC.
- C. Provide turnkey information gathering, review, coordination with staff, and release of the resulting art and culture master plan.
- D. Attend meetings with LPAC and PARD to review materials and receive input.
- E. Provide the City with a comprehensive art master plan with a clear vision of arts and culture in Leander including a feasible action plan to realize the City’s artistic and cultural potential.

5. CITY RESPONSIBILITIES:

- A. Respond promptly to Contractor inquiries.
- B. Provide reasonable oversight of the Project and outcome.
- C. Coordinate with LPAC and Contractor to ensure seamless integration of updated/new art master plan.

6. REPORT REQUIREMENTS:

- A. Provide status reports of milestones to appropriate City officials and departments.
- B. Provide the City with a timeline for receipt of reports and useful data.
- C. If necessary, present final report to various City personnel and elected/appointed officials.

**PART V
PROPOSAL PREPARATION INSTRUCTIONS
AND EVALUATION FACTORS**

1. **PROPOSAL ACCEPTANCE PERIOD:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
2. **PROPOSAL RESPONSE:** Responses shall be clear and concise while appropriately responding to the evaluation criteria listed below in Section 3.
 - ☐ A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities.
 - ☐ List of Exceptions (if any)- Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal by the City. Exceptions to this solicitation if any, shall be submitted on a separate sheet labeled "Exceptions" with the Respondent's proposal.
 - ☐ Acknowledge Addenda (if applicable)
 - ☐ Attachment A- Reference Sheet
 - ☐ Attachment B- Conflict-of-Interest Questionnaire
 - ☐ Attachment C- Subcontractor Form (if applicable)
 - ☐ Company Information- which gives in brief, concise terms, a summation of the proposal. Include the following-
 - ☐ **Business Organization:** State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
 - ☐ **Project Management Structure:** Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.
 - ☐ **Authorized Negotiator:** Include the name, email address, and telephone number of the person(s) in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
 - ☐ Segment requirements listed below.
3. **EVALUATION CRITERIA:**
 - A. **Segment 1 – Company Work Experience and Personnel (30 pts):**
 - i. **Prior Experience:** State the number of years the Respondent company has been providing art master planning services for municipalities, other government entities, corporations, etc. Describe only relevant municipal, corporate, and individual experience for the company and personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Supply the project title, year, and reference name, title, present address, and phone number of principal persons for whom prior projects were accomplished.
 - ii. **Personnel:** Include names, qualifications, certifications, and resumes of **all** personnel who will be assigned to the account **including** non-administrative employees. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key people by name and title.
 - iii. References will be an important consideration.
 - B. **Segment 2 – Respondent's Solution and Timeline (30 pts):**
 - i. **Tab 1 - System Concept and Solution:** Define in detail your plan to accomplish the work. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
 - ii. **Tab 2 – Program and Plan:** Describe your technical plan for accomplishing the required work. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision

points related to the Scope of Work and your plan for accomplishment. As part of your proposal, you must also indicate:

- a. A description of your work program by tasks. Detail the steps you will take in proceeding from award of the Contract to delivery of the finalized art master plan as well as the estimated timeline.
- b. The points at which written, deliverable reports will be provided.
- c. The amount of progress payments you are requesting upon successful completion of milestones or tasks.
- d. Number of employees Contractor will commit to this project.
- e. Previous experience developing public art master plans for public art programs, especially municipal public art programs. Special consideration will be given to entities with established experience updating public art master plans.

C. **Segment 3 – Demonstrated Knowledge of Best Practices (20 pts):**

Appropriately convey in the submitted qualifications statement the Company and associated Individuals' demonstrated knowledge of best practices on a wide range of issues such as public art project implementation, funding, board responsibilities, art collection management, donation policies, community input, etc.

D. **Segment 4 – Feasibility (20 pts)**

The City will evaluate the perceived innovative, yet feasible nature of the stated approach.

4. **EVALUATION CRITERIA:** The intent of the City is to award to one Respondent in accordance with the evaluation criteria below. The purpose of this evaluation criteria is to determine which responsive and responsible proposal best meets the requirements and provides the best overall value to the City.

A. Evaluation Criteria:

Weights:

• Company Work Experience and Personnel (Segment 1)	30 pts
• Respondent's Solution and Timeline (Segment 2)	30 pts
• Demonstrated Knowledge of Best Practices (Segment 3)	20 pts
• <u>Feasibility (Segment 4)</u>	<u>20 pts</u>
Maximum Weight:	100 pts

B. An evaluation committee will be established to evaluate the proposal. The committee may include employees of the City, appointed LPAC member, and other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers (BAFO) are necessary. Award of a contract may be made without discussions or BAFO, if in the best interest of the City. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The City may, at its discretion, elect to have respondents provide oral presentations of their proposal. The City reserves the right to rescore an offer based on provided discussions. A request for a BAFO is at the sole discretion of the City and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award.

C. The City reserves the right to reject any or all proposals submitted, or to award to the respondent who in the City's opinion, offers the best value to the City. The City also reserves the right to cancel the RFP process and pursue alternate methods for providing the requirements.

D. The City reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.

E. The City reserves the right to waive any minor technicality, irregularities, or informalities noted in the submission process. Submission of proposal confers no legal rights upon any Respondent.

F. The City reserves the right to request further documentation or information and to discuss proposal response with any Respondent in order to answer questions or to clarify any aspects of the proposal.

G. The City may develop a "short list" of qualified qualification statements and may determine that the Respondent(s) should submit a Best and Final Offer (BAFO). Each "short listed" Respondent will be given a reasonable opportunity for discussion and revision of their proposal.

5. **AGREEMENT NEGOTIATIONS AND AWARD PROCESS:**

- A. A proposal presented in response to this RFP is subject to negotiation concerning any issues deemed relevant by the City. The City reserves the right to negotiate any issue with any party at any time.
 - B. Any unsolicited communication by the Respondent to a City official, undesignated employee, or an evaluation team member evaluating or considering the offers may be grounds for disqualifying the offending Offeror from consideration of award.
 - C. Submission of proposal indicates the Respondent's acceptance of the evaluation process and recognition that the City may make subjective judgments in evaluating the proposal to determine the best value for the City.
 - D. If negotiations are successful, the City and Respondent may enter into an agreement.
 - E. If negotiations are unsuccessful, the City may formally end negotiations with that Respondent. The City may:
 - i. Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions, and cost with that Respondent.
 - ii. The City shall continue this process until an agreement is entered into or all negotiations are terminated.
 - F. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
 - G. An independent signed authorized contract will be sent to the successful Respondent. Execution of a City of Leander contract is required prior to starting work and processing any payments to the awarded Respondent.
6. **POST AWARD MEETING:** The City and the Respondent may schedule a post award meeting to discuss, but not be limited to the following:
- A. Provide City contact(s) information for implementation of the Agreement.
 - B. Identify specific milestones, goals, and strategies to meet objectives.



CITY OF FRISCO REQUEST FOR QUALIFICATIONS NO. 1707-095

Public Art Master Plan Update

QUALIFICATIONS ARE DUE TO THE OFFICE OF THE
PURCHASING MANAGER PRIOR TO:

**August 17, 2017
@ 2:00PM CST**

NO LATE SUBMITTALS WILL BE ACCEPTED.

Questions are to be sent to purchasing@friscotexas.gov
prior to:

August 10, 2017 @ 3:00PM CST

**Qualifications must be
supplied on CD or flash drive
with five hard copies.**

Documents must be delivered or
mailed to:

**CITY OF FRISCO
DANIEL FORD
PURCHASING MANAGER
6101 FRISCO SQUARE BLVD
FRISCO, TX 75034**

For additional information concerning this Request for Qualifications please contact:

**Daniel Ford, CPPO, CPPB
Purchasing Manager
dford@friscotexas.gov
972 292 5545**

**Jay Carter
Senior Buyer
jcarter1@friscotexas.gov
972 292 5541**



Public Art Master Plan Update

SUBMITTERS MUST PROVIDE SUBMITTALS ON A CD OR FLASHDRIVE PLUS FIVE HARD COPIES TO FACILITATE EVALUATION. IF THE HARD COPIES ARE NOT SUBMITTED WITH THE ORIGINAL CD OR FLASH DRIVE, YOUR SUBMITTAL MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

The City of Frisco (the "City") is accepting Requests for Qualifications for developing a Public Art Master Plan Update.

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

SUBMITTALS MUST BE RECEIVED BY THURSDAY, AUGUST 17, 2017, BEFORE 2:00 PM CST BY THE PURCHASING MANAGERS' OFFICE. NO SUBMITTAL WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL SUBMITTALS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED NONRESPONSIVE.

Submittals will be publicly opened and names of those that submitted will be read aloud at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on August 17, 2017 at 2:05 PM CST.

Write the Request for Qualifications number, 1707-095, and name of submittal, *RFQ for a Public Art Master Plan Update*, and the name of your organization on the outer envelope.

Qualifications are to be submitted in accordance with the attached City specifications and the "General Conditions of Submitting" attached hereto. Each Submitter is required to fill in every blank; failure to do so may be used as a basis for rejection of a Submittal. The City reserves the right to reject any or all Submittals, to waive formalities, or to proceed otherwise when in the best interest of the City.

The City will have the right and option to terminate the contract upon thirty (30) days written notice. The successful Submitter may be required to execute a written contract.

GENERAL CONDITIONS OF SUBMITTING

1. INSTRUCTIONS: These instructions apply to all Submittals and become a part of the terms and conditions of any Submittal and any agreement entered into subsequent thereto, unless exception is taken in writing by Submitter when submitting.

SUBMITTING SUBMITTALS

2. FORM: Submitters must submit an original on a CD or Flash drive, and five (5) hard copies of the sealed Submittal to the Purchasing Manager prior to response due date/time. Failure to submit the additional hard copies may result in the Submittal being declared nonresponsive to the specification and may not be further evaluated.
3. ERROR-QUANTITY: Submittals must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern
4. SUBMITTER SHALL PROVIDE: With this Submittal response, the Submitter shall provide all documentation required. Failure to provide this information may result in rejection of the Submittal.
5. ALTERING/WITHDRAWAL OF SUBMITTALS: Submittals cannot be altered or amended after submission deadline. The signer of the Submittal, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No Submittal may be withdrawn after opening time without first submitting a written reason to the Purchasing Manager and obtaining the Purchasing Managers' approval.
6. PRESENTATION OF SUBMITTALS: No oral, telegraphic, telephonic, e-mailed, or facsimile Submittals will be considered at this time. All Submittals must be submitted in a sealed envelope.
7. CORRESPONDENCE: The Submittal number must appear on ALL correspondence, inquiries, submittal documents, etc. pertaining to this Request for Qualifications.
8. ADDENDA: Any interpretations, corrections or changes to this Request for Qualifications and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Request for Qualifications. Submitters shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the Submitter to ensure receipt of all addenda and to include the changes in this Submittal document.
9. LATE SUBMITTALS: Submittals received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.
10. SUBMITTAL OPENINGS: Names of all Submitters submitting will be read aloud at the City's regularly scheduled Submittal opening for the designated project. However the reading of a Submittal at opening should not be construed as a comment on the responsiveness of such Submittal or as any indication that the City accepts such Submittal as responsive.

The City will make a determination as to the responsiveness of Submittals submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines,

and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful Submitter upon award of the contract and according to state law; all Submittals received will be available for inspection at that time, unless otherwise provided by law.

11. SUBMITTAL TABULATION: Submitters desiring a copy of the tabulation may request it by enclosing a self-addressed stamped envelope with their Submittal. TABULATION RESULTS WILL NOT BE GIVEN BY TELEPHONE. You can also download a copy on our website, www.friscotexas.gov/bids. If you have any questions, please contact the City of Frisco, Purchasing Division, at purchasing@friscotexas.gov.
12. PROTESTS: All protests regarding the Submittal solicitation process must be submitted in writing to the City within THREE (3) working days following the opening of Submittals. This includes all protests relating to advertising of notices, deadlines, opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this Submittal. Protests relating to staff recommendations may be directed to the City Manager within in THREE (3) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.
13. SUBMITTAL AWARD: The City reserves the right to award a separate contract to separate Submitters for each item/group or to award one contract for the entire Submittal.
14. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

PERFORMANCE

15. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE SUBMITTERS: A prospective Submitter must affirmatively demonstrate Submitter's responsibility. A prospective Submitter must meet the following requirements:
 - A. Have adequate financial resources or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have a satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics; and
 - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine Submitter's ability to meet these minimum standards listed above.

16. ASSIGNMENT: The successful Submitter shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.

17. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
18. PATENT RIGHTS: The Submitter agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

PURCHASE ORDERS AND PAYMENT

19. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Director of Administrative Services to the successful Submitter. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
20. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
21. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN SUBMITTAL PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.
22. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the highest scoring SUBMITTER.
23. INVOICES: Invoices must be submitted by the successful Submitter to the City of Frisco, Finance Division, accountspayable@friscotexas.gov.

CONTRACT

24. CONTRACT PERIOD/RENEWAL OPTIONS: In the case of an annual contract or multiple year Submittal, the contract shall be for a predetermined period as specified in the Request for Qualifications. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
25. INTERLOCAL AGREEMENT: Successful Submitter agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City is a participating member of the Collin County Governmental Purchasing Forum (the "Forum"). As such, the City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful Submitter may be asked to provide products/services, based upon Submittal, to any other participant in the Forum.
26. AUDIT: The City reserves the right to audit the records and performance of successful SUBMITTER during the term of the contract and for three (3) years thereafter.

27. SUCCESSFUL SUBMITTER SHALL: Defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from Submittal award. Successful Submitter shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.
28. TERMINATION FOR DEFAULT: The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful Submitter fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another Submitter, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful Submitter.
29. ACCEPTABILITY: All articles enumerated in the Submittal shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Manager who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the Submitter and at its expense. All disputes concerning quality of supplies utilized in the performance of this Submittal will be determined solely by the City Purchasing Manager or designated representative.
30. REMEDIES: The successful Submitter and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
31. VENUE: This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.
32. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
33. NO PROHIBITED INTEREST: The SUBMITTER acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services....."
34. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party

within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

35. DISCLOSURE OF CERTAIN RELATIONSHIPS: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at www.friscotexas.gov. By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.
36. APPLICABLE LAW: Contractor shall comply with all federal, state and Frisco laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work in or around the Facility. Contractor shall ensure that its officers, employees, agents, contractors and other parties performing services for or on behalf of Contractor comply with all applicable laws, statutes, ordinances, regulations and policies.
37. CERTIFICATE OF INTERESTED PARTIES (FORM 1295): In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

- The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.
-
- Filing Process:
 - **Within ten days of being notified of award of a contract by the City of Frisco**, the successful vendor (business entity) must use the Texas Ethics Commission's web application, <https://www.ethics.state.tx.us/File/>, to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that **will contain a unique certification number**. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be provided to the City of Frisco Purchasing division (**within 10 days of being notified of award of a contract**).
 - The City of Frisco is required to notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change or modification of any policies, evidenced by return receipt or United States Mail. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
4. Endorsement applicable to each policy provided.

INSURANCE COMPANY QUALIFICATION: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

CERTIFICATE OF INSURANCE: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to SUBMITTAL. If the contract is renewed or extended by the City, a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

TYPE OF CONTRACT

TYPE AND AMOUNT OF INSURANCE

Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

(If size or scope of project warrant)
Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

Statutory Workers compensation insurance as required by state law

SAMPLE ON FOLLOWING PAGE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/01/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ABC Insurance Brokerage 1234 Frisco Square Blvd. Frisco, Texas 75034	CONTACT NAME: John Smith PHONE (AG, No. Ext.): 972-555-5555 FAX (AG, No.): 972-555-5556 E-MAIL ADDRESS: johnsmith@abcinsurance.com																								
INSURED Your Company Name Here Address of Insured Address of Insured	INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A:</td><td>Insurance Company Name</td><td>NAIC #</td><td>12345</td></tr><tr><td>INSURER B:</td><td></td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td><td></td></tr></table>	INSURER A:	Insurance Company Name	NAIC #	12345	INSURER B:				INSURER C:				INSURER D:				INSURER E:				INSURER F:			
INSURER A:	Insurance Company Name	NAIC #	12345																						
INSURER B:																									
INSURER C:																									
INSURER D:																									
INSURER E:																									
INSURER F:																									

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC			987654	03/05/2013	03/05/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS			123456	03/05/2013	03/05/2014	COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	123456	03/05/2013	03/05/2014	WC STATU-TORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Frisco, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers' compensation. Provide a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

CERTIFICATE HOLDER**CANCELLATION**

City of Frisco 6101 Frisco Square Blvd Frisco, Texas 75034	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE SIGNATURE HERE
--	---

ACORD 25 (2010/05)

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SUPPLEMENTAL INFORMATION

Texas Government Code Section 2252.002 Non-resident Bidders

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

2. Name and address of principal place of business, and phone number of your company's majority owner:

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Frisco to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

- | | | |
|------------------------|-----------|----------|
| 1. Sole Proprietorship | _____ YES | _____ NO |
| 2. Partnership | _____ YES | _____ NO |
| 3. Corporation | _____ YES | _____ NO |

If company is a sole proprietorship, list the owner's full legal name:

If company is a partnership, list the partner's full legal name(s):

If company is a corporation, list the full legal name as listed on the corporate charter:

Is this firm a minority, or woman-owned business enterprise?

___ NO ___ YES If yes, specify (___) MBE (___) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? ___ NO ___ YES

If yes, specify governmental agency: _____

Date of certification: _____

CIQ Form - To be completed by the SUBMITTER and Submitted with SUBMITTAL

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.		OFFICE USE ONLY
1	Name of vendor who has a business relationship with local governmental entity. 	
2	<input style="margin-right: 10px;" type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
3	Name of local government officer about whom the information is being disclosed. Name of Officer	
4	Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No	
5	Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.	
6	<input style="margin-right: 10px;" type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).	
7	_____ Signature of vendor doing business with the governmental entity _____ Date	

AFFIDAVIT OF NO PROHIBITED INTEREST
(Supplemental Information)

THE STATE OF _____ §

THE COUNTY OF _____ §

I, _____, a member of the Contractor team, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

- _____ Ownership of ten percent (10%) or more of the voting shares of the business entity.
- _____ Ownership of Twenty Five Thousand and 00/100 Dollars (\$25,000) or more of the fair market value of the business entity.
- _____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
- _____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty Five Thousand and 00/100 Dollars (\$25,000).
- _____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.
- _____ Other: _____.
- _____ None of the Above.

Upon filing this affidavit with the City of Frisco, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this ____ day of _____, 2017.

Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared _____, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this _____ day of _____, 2017.

Notary Public in and for the State of _____
My commission expires: _____

SUBMITTAL REMINDER LIST:

- ☐ REQUESTED DOCUMENTATION INCLUDED?
- ☐ ORIGINAL ON A CD OR FLASHDRIVE AND FIVE (5) HARD COPIES INCLUDED?
- ☐ ALL BLANKS COMPLETED ON FORMS?
- ☐ COMPLETED SIGNATURE?

SCHEDULE OF EVENTS

Public Notification/Advertisement	July 28, 2017 August 4, 2017
Deadline for Submitting Questions	August 10, 2017 @ 3:00PM CST
RFQ Responses Due	August 17, 2017 @ 2:00PM CST
Interviews for Finalists (as necessary)	August 21-23, 2017 TBD

Questions Concerning this RFQ are due in writing via e-mail to purchasing@friscotexas.gov before the deadline for submitting questions stated above.

RFQ #1707-095

CITY OF FRISCO PUBLIC ART MASTER PLAN UPDATE

The City of Frisco is requesting qualifications from experienced public art consultants or team of consultants to update its 2004 Public Art Master Plan. The Consultant will assess the City's public art program since its founding in 2002 and provide a 5-year plan in accordance with current municipal public art program best practices.

CITY DESCRIPTION

Originating as a small railroad and farming community in 1902, Frisco is now one of the most exciting places to live, work and play in North Texas. Located 25 miles north of Dallas, Frisco is one of the fastest growing cities in the state and in the nation. An estimated population of 64,339 in March 2004 increased to 164,840 by April 2017, and is expected to reach approximately 375,000 at "build-out" in 2035. Frisco is also proud to be the first city in the United States to adopt a mandatory residential green building program, requiring environmentally responsible building standards.

For more information about the City of Frisco, visit www.friscotexas.gov.

PROGRAM HISTORY

In 2002, the Frisco City Council adopted an ordinance establishing a public art program "to, among other things, promote and encourage public and private art programs, to further the development and awareness of, and interest in, the visual arts, to create an enhanced visual environment for Frisco residents, to commemorate Frisco's rich cultural and ethnic diversity, to integrate the design work of artists into the development of Frisco's capital infrastructure improvements and to promote tourism and economic vitality in Frisco through the artistic design of public spaces."

The ordinance designates up to two percent (2%) but not less than one percent (1%) of Capital Improvement Project funding to fund the City's public art program.

A full-time Public Art Coordinator oversees the program in consultation with a Public Art Board of seven (7) Frisco residents acting in an advisory capacity to the City Council.

In the fall of 2003, the City contracted with VIA Partnership, LLP to develop the Master Plan described in the ordinance. Adopted by the City Council in November 2004, the Frisco Public Art Master Plan is a substantial document with sections devoted to:

- Vision, mission, goals and guiding principles
- Overview and recommendations for upcoming projects
- Community involvement recommendations
- An administrative plan outlining roles, funding and use of funds, the artist selection process, project implementation and collection management
- An appendix with the following samples: RFQ and RFP, artist selection forms, maintenance records and an artist contract. Also included were the results from the community input workshop held on October 25, 2003.

Since 2004, the City's public art collection has grown to over 70 artworks, from works on paper to monumental kinetic sculptures, with an estimated value of over \$4 million. For images and descriptions of artworks in the collection, visit www.FriscoFun.org/PublicArt

SCOPE OF WORK

The 2004 Master Plan has been a useful "how-to" document for a program establishing roots in Frisco, but its scope has proven to be too general and the included project recommendations are outdated. The updated Public Art Master Plan should serve as a guide for the program over the next 5 years, with specific and realistic goals that can be accomplished by limited Public Art staff.

The City of Frisco Public Art Master Plan Update must include, but is not limited to:

- A review of the 2004 Public Art Master Plan and specific update recommendations in accordance with public art best practices.
- A review of the program vision, mission, and goals.
- A review of the Public Art Ordinance and revision recommendations to better align with the new Master Plan.
- A review of the role of the Public Art Program in Frisco, past and present, and recommendations for how to align with the future goals of the Mayor and City Council.
- Interviews with key stakeholders such as City staff, the Public Art Board, and artists in the collection; focus groups with Frisco residents.
- An assessment of the Collection and recommendations for collection management (including maintenance and conservation).
- An assessment of current staffing workloads and recommendations for future staffing needs.
- An assessment of the Public Art Board's role.
- A review of current funding protocols and recommendations for public art fund best practices.
- Recommendations for public/private partnership opportunities.

BUDGET

The budget for this project is up to \$50,000 and is all inclusive including contingencies and other expenses such as consultant travel and lodging.

SUBMITTAL STANDARDS AND DELIVERABLES

Submissions must meet the following standards:

- All information must be presented in the order requested below.
- Each section should have a labeled divider (ex. Section 1 – Letter of Interest).
- The contents of each section should start at the top of a new page. Section names and page numbers should be listed in a table of contents.
- Every page should have a footer with a page number and the consultant's name.

Submissions must include the following Deliverables, in this order:

- **Title Page**
 - List the Request for Qualifications number (1707-095), date of submission, and title of the project (City of Frisco Public Art Master Plan Update).
 - List the name and address of your organization.
 - List the lead consultant's name, phone number and email address.
- **Table of Contents**
- **Section 1 - Letter of Interest**
 - Provide a statement of why you would be a good fit for this project.
 - Provide a description of your approach to master plan projects and how your methodology could benefit the City of Frisco.
 - Describe special considerations for public art master plan updates, if applicable.
 - Describe your work with municipal public art programs, especially percent for art programs, if any.
- **Section 2 – Qualifications**

- Provide a bio and curriculum vitae (CV). If a team, please provide an organizational bio with individual bios and CVs. Clearly identify the project lead (listed on the Title Page). Do not include anyone that will not be in regular contact with City of Frisco staff.
 - Provide a detailed description of your work as a public art program consultant including examples of best practices on a wide range of topics including, but not limited to, public art project implementation, funding, board responsibilities, collection management, donation policies, and community input.
 - Provide excerpts of master plan or master plan updates, and describe your role in each. Please provide descriptions with each excerpt that will provide insight into your methodology.
 - Provide three (3) references that can describe a working relationship with you in detail.
- **Section 3 – Plan of Action**
 - Describe how you would accomplish each task listed in the Scope of Work section of this RFQ. Identify deliverables you anticipate needing from the City for each task.
 - Provide an estimated timeline, from contract approval to submittal of the final updated public art master plan.
- **Section 4 – Required Forms**
 - Supplemental Information (pages 11-12 of this RFQ)
 - Affidavit of Prohibited Interest (page 13 of this RFQ)
 - Conflict of Interest Questionnaire (page 14 of this RFQ)
 - Signature Form (page 19 of this RFQ)

SELECTION PROCESS

City staff will review all responses for adherence to the Submittal Standards and Deliverables section of this RFQ. Responses with missing information may be eliminated from consideration.

City staff will evaluate responses on the following criteria and percentages:

- Qualifications of the consultant or each member of a consultant team. References will be an important consideration. 30%
- Previous experience developing public art master plans for public art programs, especially municipal public art programs. Special consideration will be given to experience updating public art master plans. 30%
- Demonstrated knowledge of best practices on a wide range of issues such as public art project implementation, funding, board responsibilities, collection management, donation policies, community input, etc. 20%
- Innovative, yet feasible nature of the stated approach. 20%

Finalists will be asked to interview, through video conference or in-person, with City staff and representatives of the Public Art Board and the Parks and Recreation Board. A final decision will be made by City staff soon after all interviews are complete.

LIABILITIES

No costs associated with the submission of qualifications, or incurred in any manner by the proposer, may be charged to the City. All responses shall become property of the City and subject to disclosure under the Texas Public Information Act.

INQUIRIES

All inquiries in regards to this RFQ are to be submitted to the City of Frisco Purchasing Department via email: Purchasing@friscotexas.gov. All inquiries must be received by August 10, 2017 by 3:00pm CST.



CITY OF FRISCO PURCHASING DIVISION SIGNATURE FORM

1707-095
Public Art Master Plan Update

The undersigned certifies that the information contained in this Submittal has been carefully reviewed and is submitted as correct and final. Submitter further certifies and agrees to furnish any and/or all product/service upon the conditions in the specifications of the Request for Qualifications.

"I hereby certify that the foregoing Submittal has not been prepared in collusion with any other Submitter or other person or persons engaged in the same line of business prior to the official opening of this Submittal. Further, I certify that the Submitter is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service proposed on, or to influence any person or persons to propose or not to propose thereon."

Name of Submitter: _____

Address of Submitter: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax: _____

E-mail address: _____

By (print name) _____

Title: _____ Federal ID #/SSN #: _____

Signature: _____

Acknowledgement of Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____

Decisions:

1. Budget.

- Budget is set at \$49K
- We will submit an RFQ - Request of Qualifications with a budget ceiling

Motion to approve budget of \$49 K

Motion to approve approach of submitting an RFQ

2. Scope.

- Please review the current scope which was modeled after the city of Frisco's scope of work.
- At our next commission meeting we will have a discussion, point by point to see if we would like to include it in the scope.
- Also, please come ready to discuss any points that you would like to add to the scope.

Motion to approve scope as agreed to during the meeting

3. Timing

- We can submit the RFQ any Thursday in March. Our next meeting is on March 13th, so we can submit on 3/21/24 or 3/28/24.

Motion to approve timing as agreed to during meeting

4. Deciding committee.

- Recommendation from procurement is to have 2-3 commissioners and 2 members of city staff on deciding committee
- Discuss how we would like to proceed

Motion to approve deciding committee as agreed to during the meeting

Please review the following before our next meeting:

Proposed scope:

1. **SERVICE REQUIREMENTS:** The Contractor shall-
 - A. The Leander Public Art and Culture Master Plan is a substantial document in need of a refresh and new, updated goals.
 - B. The current art master plan can be found at the below website.
<https://www.leandertx.gov/DocumentCenter/View/1695/Public-Art-Commission-Master-Plan-PDE>
 - C. The updated Public Art and Culture Master Plan should serve as a guide for the program over the next five years, with specific and realistic goals that can be accomplished by limited Parks and Recreation staff.
 - D. The City of Leander Art and Culture Master Plan update must include, but is not limited to:
 - i. A review of the current Public Art Master Plan and specific updated recommendations in

- accordance with public art best practices with an addition of Culture to the plan.
- ii. A review of the program vision, mission, and goals.
- iii. A review of the Public Art Ordinance and revision recommendations to better align with the new Master Plan.
- iv. A review of the role of the public art and culture program in Leander, past and present, and recommendations for how to align with the future goals of the Mayor and City Council.
- v. Interviews with key stakeholders such as City staff, the Parks and Recreation Department, and artists in the collection; focus groups with Leander residents.
- vi. An assessment of the current art collection and recommendations for collection management (including maintenance and conservation).
- vii. An assessment of current staffing workloads and recommendations for future staffing needs.
- viii. An assessment of the Leander Public Arts and Culture Commission and Parks and Recreation staff roles.
- ix. A review of current funding protocols and recommendations for public art fund best practices.
- x. Recommendations for public/private partnership opportunities.



EXECUTIVE SUMMARY
3/13/2024

AGENDA SUBJECT:

Discuss and consider installing a Bill Pickett Art Project in San Gabriel Park.

BACKGROUND:

Construction Documents are at 90%, staff will provide renderings of possible locations at the March Meeting for analysis of a preferred location.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Amount requested:

Approved in current budget (Yes / No):

Expenditure (New / Amended):

Recurring or one-time:

Fund source (Operating / Utility / etc.):

Fiscal Impact

Attachments:

1. Ontario CA Mosaic project
2. City of Sugar Land Public Art Project
3. RFQ 6607 LEGION STREET MURAL-MOSAIC PROJECT

REQUEST FOR PROPOSALS
FOR
CITY OF ONTARIO
FOR
DIGITAL MURAL DESIGN SERVICES



CITY OF ONTARIO
303 East "B" Street
Ontario, CA 91764-4196

Telephone: (909) 395-2012



CITY OF ONTARIO

NOTICE INVITING PROPOSALS

DIGITAL MURAL DESIGN SERVICES FOR ANTHONY MUNOZ COMMUNITY CENTER

THEME: HONORING OUR COMMUNITY

PUBLIC NOTICE IS HEREBY GIVEN that proposals will be received by the City of Ontario ("City") electronically through the City's Community Life & Culture – Ontario Arts electronic mail address (OntarioArts@OntarioCA.gov), until 4PM, January 11, 2021. Proposals may not be submitted by fax, telephone, mail, hand delivery, or other means; any proposals received through any means other than the previously stated electronic mail address will be returned to the proposer unopened.

The City is requesting proposals to provide: Artistic digital design services for a street facing wall located on the intersection of 4th Street and North Camellia Avenue at the Anthony Munoz Community Center.

The award of this contract is subject to available budget adequate to carry out the provisions of the proposed agreement including the identified scope of services. The City reserves the right to reject any or all proposals determined not to be in the best interest of the City. **The City reserves the right to only review the first fifty (50) submissions received.**

**City of Ontario Purchasing Department
(909) 395-2012**

**CITY OF ONTARIO
REQUEST FOR PROPOSALS**

DIGITAL MURAL DESIGN SERVICES

I. BACKGROUND AND INTRODUCTION

The City of Ontario ("City") is requesting proposals from qualified artists ("Proposers") for Digital Mural Design Services ("Services"), which shall be provided under the general direction of the City Manager or his or her designee.

The City is a general law city in the State of California. The City's population is estimated at 166,866 and the City's current area covers approximately 50 square miles. The City operates under a council-manager form of government with a five-member City Council elected at large. Each council member serves a four-year term. The City Council meets on the first and third Tuesdays of the month at Ontario City Hall, 303 East "B" Street. To serve and promote the welfare of its residents, the City intends to procure the Services, as described below.

The City of Ontario is seeking a digital artist to create a site-specific original artwork for the new Anthony Munoz Community Center, located at 1240 W. 4th St., Ontario, CA. Please note that the City of Ontario has budgeted a total seven thousand five hundred dollars (\$7,500.00) for compensation toward the artist design.

Please see the description of the Community Center below from Robert R. Coffee Architect + Associates:

"Anchoring the southern edge of the Anthony Munoz Park in Ontario, the 13,000 SF single story community center includes a 2,500 SF multi-purpose room, teaching kitchen, two activity/classrooms, Tot Room with outdoor play area, administrative office space and a 25-yard recreation pool with an enclosed outdoor patio area. A series of steel and wood shade structures mimicking the ridge-line of the distant mountains provide a shaded seating and lounging area along the southern edge of the pool patio. The building is organized along an east-west sky-lit gallery connecting the pool area on the east with an open courtyard to the west. Located on the north side of the gallery, the multipurpose room opens to a large outdoor patio with immediate views of the park playing fields and distant views to the San Bernardino Mountains. The entry canopy to the building is punctuated by a series of "acrylic-disc-umbrellas" acting as indirect light sources at night and skylights during the day."

II. REQUEST FOR PROPOSALS

A. Scope of Services

The Services sought under this Request for Proposals ("RFP") are set forth in more detail in **Exhibit "A,"** attached hereto and incorporated herein by this reference. Notwithstanding the inclusion of such Services in **Exhibit "A"** the final scope of Services negotiated between City and the successful Proposer shall be set forth in the Agreement ("Agreement") executed by and between City and the successful Proposer. A copy of the sample Agreement is attached hereto as **Exhibit "B"** and incorporated herein by this reference. Please note that the agreement is a sample for reference purposes only and may be modified with the selected Proposer after

notification of intent to award if necessary.

B. Content and Format of Proposal

Proposals shall be concise, well organized and demonstrate qualifications and applicable experience. Proposals shall be organized in the order presented below. Proposals must include page numbers for all pages in the proposal. The proposal shall be uploaded (.pdf file) as an attachment(s) and submitted through the Community Life & Culture's electronic mail address (OntarioArts@OntarioCA.gov). The proposal shall be signed by an individual, partner, officer or officers authorized to execute legal documents on behalf of the Proposer.

Proposals shall be in the following order and shall include:

1. Executive Summary: (limit: 1 page) Descriptive design narrative explaining your concept for the mural and how it builds upon the framework presented in this RFP.
2. Table of Contents: (limit: 1 page)
3. Identification of Proposer: (limit: 1 pages)
 - a. Legal name and address.
 - b. Name, title, address, e-mail and telephone number of the proposed representative to contact concerning the Proposal Submittal (if different from the Proposer).
4. Project Proposal: (limit: 4 pages)
 - a. Proposed Artwork: conceptual lay out that is sufficient to communicate the concept as requested on Exhibit "A" of this request for proposals. This should include detail and scale, additional sketches and images that provide a sense of the elements that will make this mural unique.
5. Staffing Resources: (limit: 1 pages)
 - a. Staffing and Key Personnel (if applicable)
 - (i) Provide the number of staff to be assigned to perform the Services and the names/discipline/job title of each as well as your capacity to provide additional personnel as needed.
6. Experience and Technical Competence: (limit: 7 pages)
 - a. Experience
 - (i) The Proposer shall provide a description of how the Proposer's experience, technical and professional skills will meet the goals and fulfill the general functions identified in this RFP.
 - (ii) Describe the past experience in performing similar services.

- (iii) The Proposer shall state the number of years it has performed similar projects.
- (iv) Provide three (3) references regarding the Proposer's experience and performance performing similar services. Include the following information: (1) Organization/City, contact name, phone number, e-mail address; and (2) project size and description, if applicable, and description of services.
- (v) Describe the Proposer's local experience and knowledge of City.
- (vi) Provide a resume: teams may submit a combined resume.
- (vii) Optional: can include up to three (3) selections of support materials such as reviews, clippings, website links and any other relevant information.

b. Project Specific Experience

- (i) The Proposer shall provide a portfolio of the five (5) most relevant projects. The portfolio should be submitted in digital form, and each name should include a title, date, media and dimensions. Furthermore, it should include:
 - (a) Dollar value of the project
 - (b) Description of project
 - (c) Staffing
 - (d) Duration of providing project
 - (e) Relationship to client
 - (f) Contact name, position, entity name, telephone number, fax number and e-mail address for each project.
- (ii) If any of the following has occurred, please describe in detail:
 - (a) Failure to enter into a contract or professional services agreement once selected.
 - (b) Withdrawal of a proposal as a result of an error.
 - (c) Termination or failure to complete a contract.
 - (d) Debarment by any municipal, county, state, federal or local agency.

- (e) Involvement in litigation, arbitration or mediation. Convictions for violating a state or federal antitrust law by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction of violating any other federal or state law related to bidding or professional services performance. Knowing concealment of any deficiency in the performance of a prior contract.
- (f) Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.
- (g) Willful disregard for applicable rules, laws or regulations.

Information regarding any of the above may, at the sole discretion of the City, be deemed to indicate an unsatisfactory record of performance.

c. Technical Competence

- (i) Description of in-house resources (i.e., computer capabilities, software applications, modem protocol, modeling programs, etc.)

7. Proposed Method to Accomplish the Work: (limit: 0.5 pages) Describe the technical and management approach to providing the Services to the City. Proposer should take into account the scope of the Services, goals of the City, and general functions required. In reviewing the scope of Services and goals described in **Exhibit “A,”** the Proposer may identify additional necessary tasks and is invited to bring these to the City’s attention within the discussion of its proposed method to accomplish the work.

8. Litigation: (limit: 1 pages) Provide litigation history for any claims filed by you or against you related to the provision of Services in the last five (5) years.

9. Certification of Proposal: This section shall state:

“The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP.”

C. No Deviations from the RFP

In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the sample Agreement and, in particular, the insurance and indemnification provisions therein.

D. Selection Process

1. The City will evaluate proposals based on the following criteria:

Criteria	Points
Portfolio: Quality of Past Work.	20
Concept Idea: Suitability and appropriateness of the design in relation to the materials to be used, scale, color and relation to location.	20
Promotes Theme: Stated in Description.	20
Originality of the Design	20
Community Relevance	20
Total Points	100

2. During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions.

3. It is the City's intent to select a Proposer to perform the Services based on the above criteria. The City reserves the right to reject all proposals, select by proposal review only or interview as needed. Certain Proposers may be selected to make a brief presentation and oral interview after which a final selection will be made. The successful Proposer will be selected on the basis of information provided in the RFP, in-person presentations, and the results of the City's research and investigation. Upon selection of a Proposer, the City will endeavor to negotiate a mutually agreeable Agreement with the selected Proposer. In the event that the City is unable to reach agreement, the City will proceed, at its sole discretion, to negotiate with the next Proposer selected by the City. The City reserves the right to contract for services in the manner that most benefits the City including awarding more than one contract if desired.

E. Protests

1. Protest Contents: Proposer may protest a contract award if the Proposer believes that the award was inconsistent with City policy or this RFP is not in compliance with law. A protest must be filed in writing with the City (email is not acceptable) within five (5) business days after receipt of notification of the contract award. Any protest submitted after 4PM of the fifth business day after notification of the contract award will be rejected by the City as invalid and the Proposer's failure to timely file a protest will waive the Proposer's right to protest the contract award. The Proposer's protest must include supporting documentation, legal authorities in support of the grounds for the protest and the name, address and telephone number of the person representing the Proposer for purposes of the protest. Any matters not set forth in the protest shall be deemed waived.

2. City Review: The City will review and evaluate the basis of the protest provided the protest is filed in strict conformity with the foregoing. The City shall provide the Proposer submitting the protest with a written statement concurring with or denying the protest. Action by the City relative to the protest will be final and not subject to appeal or reconsideration. The procedure and time limits set forth in this Section are mandatory and are the Proposer's sole and exclusive remedy in the event of protest. Failure to comply with these procedures will

constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

F. Proposal Schedule

The tentative schedule is as follows:

ACTION	DATE
Release of Request for Proposal	December 21, 2020
Last Day to Submit Questions for Clarification received by the City on or before 4PM	December 28, 2020
Clarifications Issued by City on or before 5PM	December 30, 2020
Deadline for Receipt of Proposals submitted on or before 4PM	January 11, 2021
Notification of Finalist(s)	January 12 - 15, 2021
Interview of Finalist(s) (if necessary)	January 19, 2021
Notification of Intent to Award	January 25, 2021

The above scheduled dates are tentative, and City retains the sole discretion to adjust the above schedule. Nothing set forth herein shall be deemed to bind City to award a contract for the Services and City retains the sole discretion to cancel or modify any part of or all of this RFP at any time.

G. Submittal Requirements

1. General: It is strongly recommended that the Proposer submit proposals in the format identified in this RFP to allow the City to fully evaluate and compare the proposal. All requirements and questions in the RFP should be addressed and all requested data shall be supplied. The City reserves the right to request additional information which, in the City's opinion, is necessary to assure that the Proposer's competence, number of qualified employees, business organization and financial resources are adequate to perform according to the Agreement.

2. Preparation: Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Proposer's demonstrated capability to perform the Services. Expensive bindings and promotional materials, etc., are not necessary or desired. However, technical literature that supports the approach to providing the Services and work plan should be forwarded as part of the proposal. Emphasis should be concentrated on completeness, approach to the work and clarity of proposal.

3. Confidentiality of Proposal: Proposals submitted in response to this RFP shall be held confidential by City and shall not be subject to disclosure under the California Public Records Act (Cal. Government Code section 6250 *et seq.*) until after either City and the successful

Proposer have completed negotiations and entered into an Agreement or City has rejected all proposals. All correspondence with the City including responses to this RFP will become the exclusive property of the City and will become public records under the California Public Records Act. The City will have no liability to the Proposer or other party as a result of any public disclosure of any proposal or the Agreement.

If a Proposer desires to exclude a portion of its proposal from disclosure under the California Public Records Act, the Proposer must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a Proposer submits trade secret information, the Proposer must plainly mark the information as "Trade Secret" and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. If a request is made for information marked "Confidential", "Trade Secret" or "Proprietary" ("Proprietary Information") the City will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction. Proposer shall have five (5) working days after receipt of such notice to give City written notice of Proposer's objection to the City's release of Proprietary Information. Proposer shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information.

Proposals which indiscriminately identify all or most of the proposal as exempt from disclosure without justification may be deemed unresponsive and disqualified from further participation in this RFP.

4. Submittal Instructions.

The proposal must be received no later than 4PM local time, on or before January 11, 2021 through the City's Community Life & Culture electronic mail address: OntarioArts@OntarioCA.gov. It is solely the responsibility of Proposer to see that its proposal is properly submitted in proper form and prior to the stated closing time. City will not accept late proposals. Failure of the Proposer to successfully submit an electronic proposal shall be at the Proposer's sole risk, and no relief will be given for late and/or improperly submitted proposals.

Proposers experiencing any technical difficulties with the proposal submission process may contact the Community Life & Culture Officer at 909-395-2222. The City does not make any guarantee as to the timely availability of assistance or assurance that any given problem will be resolved by the proposal submission date and/or time.

While proposals can consist of multiple PDF documents, they should all be submitted within a single electronic mail.

H. Miscellaneous

1. Amendments to RFP: The City reserves the right to amend the RFP or issue to all Proposers addenda to answer questions for clarification.

2. Non-Responsive Proposals: A proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the proposal.

3. Amendments to Proposals: Unless specifically requested by the City, no amendment, addendum or modification will be accepted after a proposal has been submitted to City. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted to City prior to the deadline stated herein for receiving proposals.

4. Costs for Preparing: The City will not compensate any Proposer for the cost of preparing any proposal, and all materials submitted with a proposal shall become the property of the City. The City will retain all proposals submitted and may use any idea in a proposal regardless of whether that proposal is selected.

5. Cancellation of RFP: City reserves the right to cancel this RFP at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs associated with this RFP.

6. Price Validity: Prices provided by Proposers in response to this RFP are valid for 90 days from the proposal due date. The City intends to award the contract within this time but may request an extension from the Proposers to hold pricing, until negotiations are complete, and the contract is awarded.

7. No Commitment to Award: Issuance of this RFP and receipt of proposals does not commit the City to award a contract. City expressly reserves the right to postpone the proposal for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Proposer concurrently, or to cancel all or part of this RFP.

8. Requests for Clarification: All requests for information and/or clarification must be sent via electronic mail to OntarioArts@OntarioCA.gov no later than 4PM, December 28, 2020. Answers to all questions will be issued to all prospective Proposers via e-mail. Oral statements regarding this RFP by any persons should be considered unverified information unless confirmed in writing.

9. Right to Negotiate and/or Reject Proposals: City reserves the right to negotiate any price or provision, task order or service, accept any part or all of any proposals, waive any irregularities, and to reject any and all, or parts of any and all proposals, whenever, in the sole opinion of City, such action shall serve its best interests and those of the tax-paying public. The Proposers are encouraged to submit their best prices in their proposals, and City intends to negotiate only with the Proposer(s) whose proposal most closely meets City's requirements at the lowest estimated cost. The Agreement, if any is awarded, will go to the Proposer whose proposal best meets City's requirements.

10. Non-Discrimination: The City does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability or gender in consideration for an award of contract.

Publication Date of RFP: December 21, 2020

EXHIBIT “A”
PROPOSED SCOPE OF SERVICES

The Proposer selected will be responsible for developing and providing a scaled digital rendering of a design for a printed tile wall mural that will be installed at the newly constructed Anthony Munoz Community Center, in the City of Ontario, California.

The size of the wall is: 7 feet 9 inches high x 72 feet long. Please see attached Art Wall Plan for further details and specifications. Please note that the mural will be located on a zig zag wall. Design will be printed on 8 x 8 inches tiles. Design file for the proposal and final submission should be submitted as an EPS or Illustrator file.

The parameters of the design shall be as follows:

- Artwork should adhere to the “Honoring Our Community” theme by celebrating the City of Ontario.
- Artwork will serve as a cultural marker for this neighborhood and must be inviting and relevant to the respective communities.
- Enhance the entrance to the community center with an original and aesthetic experience.
- Should be a modern and contemporary interpretation that is vibrant, active and reflects the City’s values.
- The design should have positive and transformative impact. Additionally, it should be mindful of the building’s architecture so that it is cohesive.

Please review the following attachments:

- Photos of wall
- Architectural renderings of the Anthony Munoz Community Center
- Map site



ANTHONY MUNOZ
COMMUNITY CENTER
(REHABILITATION AND PARK PROJECT)
1240 WEST 4TH STREET
ONTARIO, CA 91762

1240 WEST 4TH STREET
ONTARIO, CA 91762



DATE	10/11/2019
ISSUED BY	PC 13142
CITY PROJECT NO.	
DATE	

**BUILDING
ELEVATIONS**

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UNIVERSITY OF ALABAMA AND CONSTRUCTIVE CONSTRUCTION CONSULTING, INC. 100 UNIVERSITY BLVD. TALLAHASSEE, FL 32306-5000



SITE PLAN

1" = 10'-0"

JUNE 8, 2018

ANTHONY MUNOZ COMMUNITY CENTER

CITY OF ONTARIO



ANTHONY MUNOZ COMMUNITY CENTER

CITY OF ONTARIO, CA

SCHEMATIC DESIGN SET

JUNE 8, 2018



MOUNTAIN VIEW TERRACE



VIEW FROM PARK

EXHIBIT "B"

CITY OF ONTARIO PROFESSIONAL SERVICES AGREEMENT

PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 20____, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City") and [***INSERT NAME OF ARTIST], a [INSERT TYPE OF BUSINESS; I.E., CORPORATION (INCLUDE STATE OF INCORPORATION), LIMITED LIABILITY COMPANY, SOLE PROPRIETORSHIP, ETC.*** IF APPLICABLE], with its principal place of business at [***INSERT ADDRESS***] ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

RECITALS.

Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Artistic Digital Design services to public clients, is licensed in the State of California, and is familiar with the plans of City.

Project.

City desires to engage Consultant to render such professional services for the Artistic Digital Design for the wall located at the Anthony Munoz Community Center project ("Project") as set forth in this Agreement.

TERMS.

Scope of Services and Term.

General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Digital Artist Design services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

Term. The term of this Agreement shall be from January 26th, 2021 to June 31, 2021, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary, to complete the Services.

Compensation.

Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **seven thousand five hundred dollars (\$7,500.00)** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City or included in Exhibit "C" of this Agreement.

Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

Responsibilities of Consultant.

Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: [***INSERT NAME AND TITLE***].

City's Representative. The City hereby designates [***INSERT NAME AND TITLE***], or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

Consultant's Representative. Consultant hereby designates [***INSERT NAME AND TITLE***], or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall

be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

Period of Performance.

Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

Laws and Regulations; Employee/Labor Certification.

Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of

1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement and shall not violate any such law at any time during the term of the Agreement.

Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

Insurance. Insurance shall be waived for services provided under the specific scope of this project.

Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the

subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

Labor Code Requirements.

Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

Termination of Agreement.

Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

General Provisions.

Accounting Records. Consultant shall maintain complete and accurate records

with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

Independent Contractors and Subcontracting.

Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: [***INSERT BUSINESS NAME***]
[***INSERT STREET ADDRESS***]
[***INSERT CITY STATE ZIP***]
ATTN: [***INSERT NAME AND TITLE***]

City: City of Ontario
303 East "B" Street
Ontario, CA 91764
ATTN: [***INSERT NAME AND TITLE***]

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

Ownership of Materials and Confidentiality.

Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

As further consideration for the project described, artist grants to City, without additional compensation, a permanent, non-exclusive, irrevocable, perpetual, worldwide, royalty-free license to use, photograph, record, film, tape, display, or embody in any form and for any purpose the artist work under this agreement, without the artist's prior written consent

Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract

requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims, and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

Time of Essence. Time is of the essence for each and every provision of this Agreement.

City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal,

or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ONTARIO AND
[***INSERT NAME***]**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF ONTARIO

[INSERT NAME OF CONSULTANT]

Approved By:

[If Corporation, TWO SIGNATURES,
President OR Vice President AND Secretary
OR Treasurer REQUIRED]

[INSERT NAME]
[INSERT TITLE]

Approved as to Form:

By: _____

Its: _____

Best Best & Krieger LLP
City Attorney

Printed Name: _____

Attested By:

By: _____

Its: _____

Printed Name: _____

City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

The Proposer selected will be responsible for developing and providing a scaled digital rendering of a design for a printed tile wall mural that will be installed at the newly constructed Anthony Munoz Community Center, in the City of Ontario, California.

The size of the wall is: 7 feet 9 inches high x 72 feet long. Please see attached Art Wall Plan for further details and specifications. Please note that the mural will be located on a zig zag wall. Design will be printed on 8 x 8 inches tiles. Design file for the proposal and final submission should be submitted as an EPS or Illustrator file.

The parameters of the design shall be as follows:

- Artwork should adhere to the "Honoring Our Community" theme by celebrating the City of Ontario.
- Artwork will serve as a cultural marker for this neighborhood and must be inviting and relevant to the respective communities.
- Enhance the entrance to the community center with an original and aesthetic experience.
- Should be a modern and contemporary interpretation that is vibrant, active and reflects the City's values.
- The design should have positive and transformative impact. Additionally, it should be mindful of the building's architecture so that it is cohesive.

Please review the following attachments:

- Photos of wall
- Architectural renderings of the Anthony Munoz Community Center
- Map site

EXHIBIT "B"
SCHEDULE OF SERVICES

Schedule services described below takes place post-award/agreement:

- January 25, 2021 – February 7, 2021: Editing/Approval Process

Artist to meet with Community Life & Culture Officer to discuss project specifics and provide edits. Up to three rounds of edits possible during this timeline.

- February 8, 2021: Final Digital Design

Design file for the proposal and final submission should be submitted as an EPS or Illustrator file.

EXHIBIT "C"
COMPENSATION

The City will compensate artist a total of seven thousand five hundred dollars (\$7,500.00) upon the successful completion of the digital design.

Artist will invoice the City the aforementioned amount upon conclusion of the project.

City of Sugar Land Public Art Project Plan
Brooks Street Bridge Mosaic/Mural

DEADLINE FOR SUBMITTAL: Thursday, May 23, 2019, at 10:00am CST

TOTAL ARTIST BUDGET: \$45,000

LOCATION: Brooks Street at Char Lake (just south of Ken Hall Blvd.), Sugar Land, Texas 77478

ELIGIBILITY: National

SUBMISSION: Electronic Submissions Only Via www.publicartist.org

Description of Opportunity:

The City of Sugar Land's Public Art Program is pleased to partner with the Economic Development Department and the Public Works Department in offering this opportunity. In November 2016, the Public Art Plan was adopted by City Council outlining a vision and programmatic direction for public art in Sugar Land. Civic infrastructure projects are one of the categories of projects determined to be most meaningful to Sugar Land and a priority for the Public Art Program's resources.

In 2017 the east side of the Brooks Street Bridge was enhanced with a concrete pedestrian sidewalk and railing. In 2019 additional enhancements to the west side of the bridge will take place as well as lighting increasing visibility. Simultaneous to the 2019 capital construction project, this public call to artists will seek proposals that will enhance the two walls with an artwork (mosaic, mural or other enhancement) appropriate for the concrete wall, and durable.

This project was prioritized through community feedback in addition to having the neighboring community and residents of Hall Lake express interest in enhancing this bridge with artwork.

Budget:

This public art project is budgeted at \$45,000 to execute, and includes all aspects of the art installation, but does not include lighting enhancements to the bridge. Lighting enhancements were primarily recommended as a safety precaution and secondarily as a means to illuminate the bridge artwork. The Public Art Program and the Public Works department designed the most effective lighting scheme that will be integrated into the handrail, thereby illuminating the entire expanse of the wall. The lighting will improve safety also achieve the secondary desire to illuminate the public artwork.

Fulfilling Expectations:

This project will fulfill the vision of the Public Art Program by beautifying Sugar Land and building the city's reputation as an arts and culture destination.

It will fulfill the mission of the Public Art Program by: collaborating with City departments to commission new artworks; collaborate with developers and homeowner associations to commission new artworks; and promote a deeper understanding of public art.

It will fulfill the goals of the Public Art Program by: creating memorable, meaningful places that are focal points for civic and community life; creating whimsy and delight in everyday places; and enhancing the appearance of infrastructure.

It will fulfill City Council's mid-term priorities by: Building Community: Diverse Cultures, Leisure, Arts (Expand Arts throughout the Community).

It will fulfill City Council Vision 2025 by: Principle B, Beautiful Community (Attractive, well-designed and well-maintained public buildings, streetscapes incorporating gateways, public spaces and public art throughout the city); Principle H, Outstanding Cultural Arts, Educational and Recreational Opportunities (Public art throughout the city); Principle K, Community Pride in Sugar Land (City working in partnership with residents, community organizations, businesses and other government entities).

City of Sugar Land Public Art Project Plan
Brooks Street Bridge Mosaic/Mural

Goals:

Create a signature artwork that:

- Beautifies the bridge,
- Enriches what could be a Sugar Land Cultural District,
- Pleases residents of the Hall Lake subdivision,
- Enhances the City of Sugar Land's reputation as a place to see art, and
- Brightens drive for commuters.

Schedule/Timeline:

**Subject to Change*

October 2018	Adopt FY19 Public Art Program's Annual Work Plan
Thursday, December 27, 2018	Review Project Plan with City Council EDC Subcommittee
April 2019	Publish Request for Proposals (RFP) via PublicArtist.org
May	Public Works Construction Begins
Thursday, May 2, 2019	Deadline for Questions Related to RFP
Thursday, May 23, 2019	RFP Submissions Deadline
Mid-to-late June 2019	Complete Artist Contract
End of July	Public Works Construction Ends
Through End of August	Artist time to construct and install project

Location:

Brooks Street Bridge is a city-owned bridge along a main thoroughfare with pedestrian walkway on Brooks Street near Hall Lake subdivision (FCCA manages the subdivision). This infrastructure development has taken place due to a bond passing that created the "Imperial Connector," a multi-segment 8,000 sq. yard trail and sidewalk project. The hope is that residents will begin to use these hike-bike trails more frequently, therefore making the Brooks Street Bridge a potential high foot traffic zone.

History of Area:

Brooks Street is part of "Old Sugar Land," the area in which E.H. Cunningham set up his factory for what would later become Imperial Sugar Company. Over the last century and a half, Sugar Land has evolved from a sugar cane plantation, to a company town, to an incorporated city and now a booming community. The Old Sugar Land area has served as a consistent reminder of the City's history, and will continue to be utilized as the Imperial Market is developed just minutes away. Several City facilities are located nearby, such as the Public Works & Utilities building, the Animal Shelter, and the City Hall Annex.

Siting Considerations:

The Brooks Street Bridge has an east and west side, wherein the east side is made of concrete/cement and measures 313 feet long x 2 feet 8 inches high. This side also has a pedestrian sidewalk. The west side will aesthetically match the east side, however it will not have a pedestrian sidewalk, rather the wall will fall straight into a curb. As a result the east side of the wall is more prominent, and while the City has a desire for aesthetic/artistic modification to the west side wall, it does not need to reach the same level of enhancement as the east side wall, which will act as a pedestrian walkway. This is a prominent neighborhood thoroughfare connecting two busy highways, Hwy 6 and Hwy 90, and it is nearer to Hwy 6.

Artist Selection Process – Open Competition RFP:

Recruit an artist through an open competition Request for Proposals (RFP), which is a publicly circulated call to artists in which artists are asked to submit a concept for the artwork they would create. The RFP will be administered via www.publicartist.org, and will require all electronic submission through this platform.

This project will convene a Selection Panel that will be comprised of three to seven people who represent various stakeholders for the project, as well as art and design professionals. At least one PARCS Advisory Board member shall be on each panel, but PARCS Board members should not be a majority of the members of a Selection Panel.

The selected artist or artist team for the commission will collaborate with the Public Art Program staff and City staff when finalizing their designs for installation.

Eligibility:

- Artists in the United States are eligible to apply. Sugar Land- and Greater Houston-area artists are strongly encouraged to apply.
- Subcontractors may be used and are defined as those providing technical implementation including but not limited to construction, fabrication and/or assembly for portions or all of a finished product under direct supervision and control of an artist.
- Staff members, board members, advisory board members, City Council members and/or family members of City of Sugar Land are ineligible to apply.

Application Requirements

1. Resume: 3 page(s) maximum
2. Work examples: 3-10
3. Proposal
 - A. Illustrated Proposal, and
 - B. Written Proposal
 - Short statement, including (1) scope of project; (2) budget; (3) timeline; (4) fabrication and installation process; (5) any other relevant aspects of this project.

Can a Team Apply?

Applicants may apply as a single artist or multi-person collaborative group. If applying as a team, please submit one résumé for the team, and split the allotted number of work examples between themselves.

Evaluation Criteria:

The panel will use the following criteria—equally weighted—when reviewing submittals:

- Artistic quality: artists or artist-led teams are of the highest artistic caliber as demonstrated by examples of past work.
- Responsiveness: submittal successfully addresses the overall goals of the project, including creating an inviting space for visitors, siting considerations, and minimal impact to the existing park.
- Demonstrated Technical Abilities: applicants demonstrate that the artist or artist-led team has the necessary capability to accomplish all artistic, technical, budgetary, and engineering aspects of the project and to have the project successfully merge with the space and the architecture.
- Project Management Ability: submittal demonstrates that the artist/artist team has the ability and the capacity to complete the project on a very tight schedule and within budget. Applicants demonstrate their ability to successfully collaborate with the architects and the contractor and sufficient relationships with potential vendors and manufacturers.

City of Sugar Land Public Art Project Plan
Brooks Street Bridge Mosaic/Mural

Selection Criteria:

Criteria used to select artwork include (equally weighted):

- Appropriateness of art to the community
- Aesthetic quality
- Site suitability
- Quality of previous work
- Commitment to carrying out the project

Theme:

The theme of this project should be based on the history of the “Old Sugar Land” neighborhood and/or other themes that are relevant to Sugar Land, such as nature, native flora/fauna, regional wildlife, etc. We urge the artist to develop a rationale for their design based on the history, environment and/or community of Sugar Land, and include that rationale in the *Written Proposal*.

Submissions

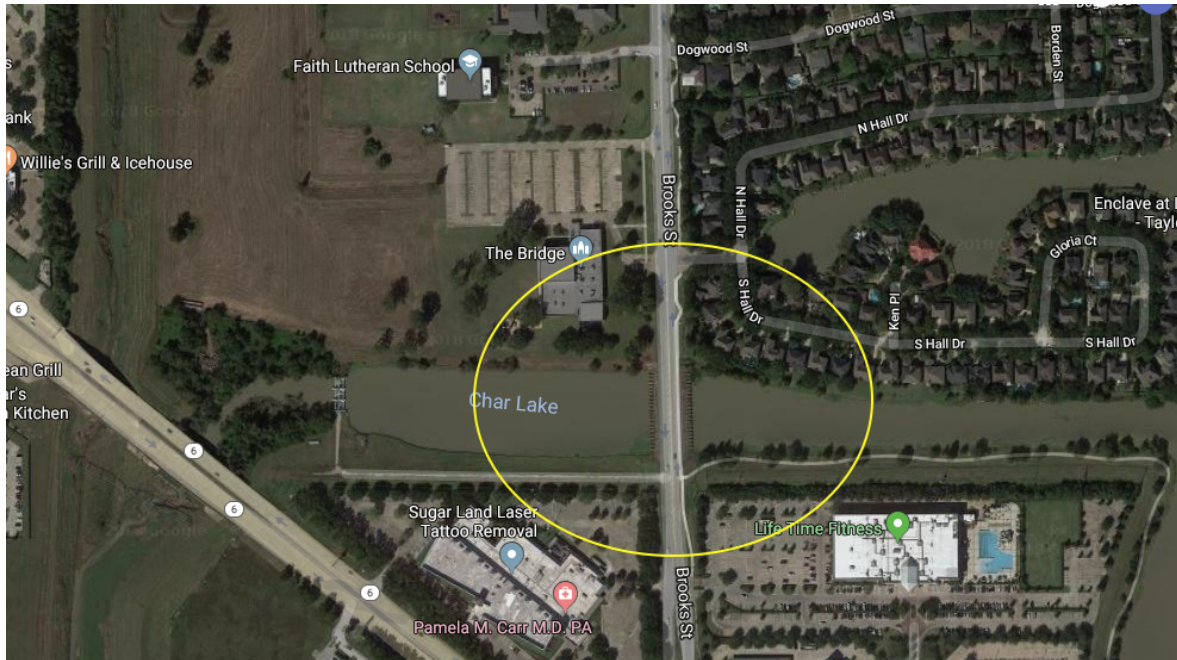
The Brooks Street Bridge public art project requires that all proposals be submitted electronically via publicartist.org.

Questions should be submitted to culturalarts@sugarlandtx.gov no later than 12:00pm on Thursday, May 2, 2019. All questions will be responded to and posted on publicartist.org thereafter.

The deadline for Brooks Street Bridge public art project is Thursday, May 23, 2019, at 10:00am CST. No late proposals will be considered.

City of Sugar Land Public Art Project Plan
Brooks Street Bridge Mosaic/Mural

Images:



Caption: Map of Brooks Street Bridge location.

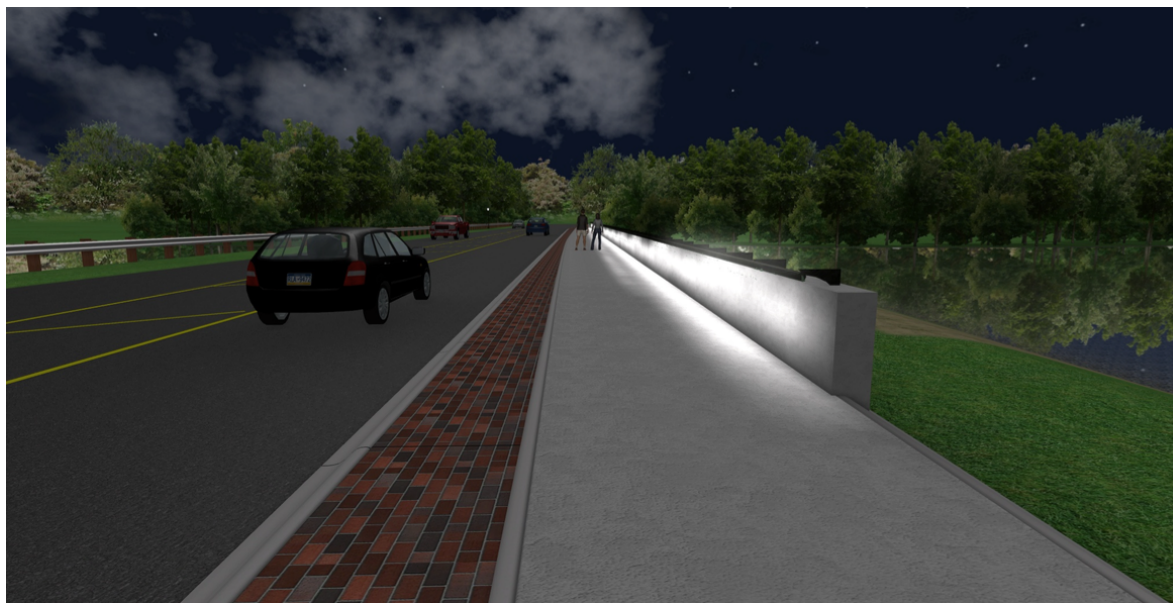


Caption: Current image of existing east side of Brooks Street Bridge. (prior to arm rail/lighting improvement).

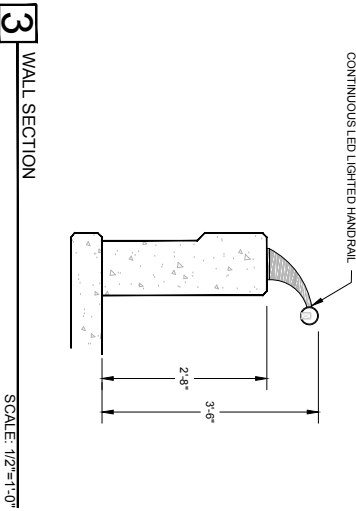
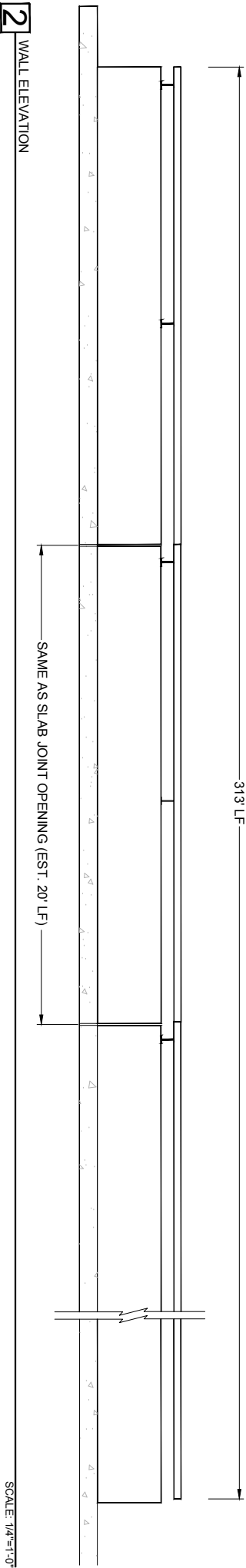
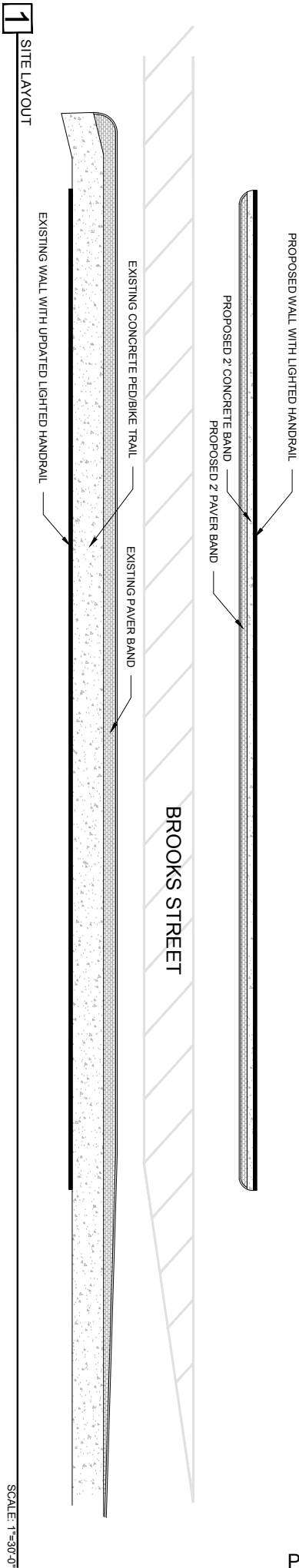
City of Sugar Land Public Art Project Plan
Brooks Street Bridge Mosaic/Mural



Caption: Image of improved lighting scene during the daytime on east side of Brooks Street Bridge.



Caption: Image of improved lighting scene during the nighttime on east side of Brooks Street Bridge.



BROOKS STREET BRIDGE
IMPROVEMENTS ST1904
SUGAR LAND, TEXAS

02.27.2019

REQUEST FOR QUALIFICATIONS

LEGION STREET MURAL/MOSAIC PROJECT



RFQ# 6607

Submissions due:
April 7, 2022, 4:00 PM (Eastern Time)

City of Johnson City
Purchasing Department
209 Water Street (37601)
P. O. Box 2150 (37605)
Johnson City, TN

**REQUEST FOR QUALIFICATIONS–
LEGION STREET MURAL/MOSAIC PROJECT
SUBMITTAL INSTRUCTIONS
RFQ# 6607**

GENERAL

The City of Johnson City Johnson City Public Art Committee is seeking a qualified artist or art team for the commission of a painted mural or painted mural/mosaic at the intersection of Legion and East Main Streets in Johnson City in accordance with attached scope of work.

SUBMITTAL PROCEDURE

To be considered, respondents shall submit on or before April 7, 2022 4:00 PM. Each item listed below must be submitted as a separate document.

Submissions shall include:

- **Submission Form** (MUST BE SIGNED BY ARTIST)
- **Cover Letter**
- **Resume**
- **Contact Information for 3 Professional References**
- **10 Images of Previous Artwork** (COMBINE IN ONE PDF FILE IF SUBMITTING ELECTRONICALLY)
- **Insurance Documents**
 - Insurance Checklist:
The insurance checklist shall be signed by either the artist's insurance agent and the artist stating the policies currently held OR signed by the artist stating that he/she will obtain the required insurance policies if awarded the commission
 - General Contract Form:
The Insurance general contract form shall be completed and signed by the artist

Please note: Art teams shall submit qualifications under the name of one lead artist. In the cover letter, the lead artist must indicate that he/she plans to work as part of a team and must list the names of the artist(s) within his/her team. Art teams shall submit at least 10 images of previous artwork, but they may submit up to 10 images for each team member if desired.

Submissions shall be submitted electronically or via mail:

Electronic Submittals:

Documents can be submitted electronically via our Vendor Registration System by clicking [this link](#) . . This site requires sign up (free option) to utilize.

Mailed Submittals:

If submitting RFQ documents via mail: Submittal shall be enclosed in a sealed envelope plainly identified on the outer envelope with the proposer's name and address, along with **"RFQ # 6606 - Legion Street Mural/Mosaic Project"** and delivered or mailed to:

Shipping Address: Director of Purchasing, 209 Water Street, Johnson City, TN 37601

OR

Mailing Address: Director of Purchasing, P. O. Box 2150, Johnson City, TN 37605

A list of respondents will be available the next business day. It is the Proposer's responsibility to ensure receipt of submittals as specified by the deadline. Late submittals will not be considered and will not be opened. Telephone or facsimile responses will not be accepted.

Submission form must be signed in ink by an authorized representative to be considered valid. Unsigned submittals will not be considered.

The City reserves the right to reject any or all proposals and to waive informalities, irregularities and technicalities in the process.

All contents of qualifications will become the property of the City of Johnson City once reviewed whether awarded or rejected.

The attached insurance checklist (which includes a section for both the Insurance Agent & Artist to fill out) and General Contract Form must be completed and returned with the Documents package. If Artist currently does not meet these insurance requirements but plans to obtain if awarded this project then state so on the checklist. An approved Certificate of Insurance will be required, as specified, prior to award by the City.

The City may wish to make reasonable investigations (as deemed proper at its sole discretion) to determine the ability of the artist to perform the work outlined.

This Proposal, and any response to it, includes the City's "Requirements for Bids, Requests for Proposals, and Contracts, etc." and the "Sealed Solicitations General Terms and Conditions" attached hereto and set forth herein as if verbatim.

ECONOMY OF PREPARATION

Qualifications should be prepared simply and economically, providing a straightforward and complete description of services and qualifications to meet city's requirements as outlined in

this document. Emphasis should be on completeness and clarity of content.

INCURRING COSTS

The City is not liable for any costs incurred by consultant prior to issuance of a contract.

WITHDRAWAL OF QUALIFICATIONS

Submittals may be withdrawn upon written request received from consultant prior to the time fixed for receipt.

ADDENDA

In the event it becomes necessary to revise any part of this RFQ, addenda will be provided to all known interested parties. No oral interpretations or communication will affect or change in any way the information contained herein.

It is the Proposer's responsibility to assure receipt of all addenda. All Proposer's should contact the City prior to submitting a response to ascertain whether any addenda have been issued. Please check www.johnsoncitytn.org/purchasing for any addendum's issued.

TERMS

Payment terms: Half of the total payment at start of the installation and balance upon completion of the project.

PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after opening of proposals, in compliance with Tennessee statutes.

ACCURACY OF PROPOSAL INFORMATION

Proposers who submit in their proposal to the City any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect shall be disqualified from consideration.

RIGHTS AND OPTIONS OF THE CITY OF JOHNSON CITY

- The City reserves the following rights and options:
- " Determine those proposers who are most qualified.
 - " Reject any or all proposals for any reason, at its sole discretion.
 - " Supplement, amend, or otherwise modify this RFP.
 - " Cancel this RFP with or without submission of another RFP.
 - " Issue additional solicitations for information and proposals, and conduct investigations with respect to the qualifications of each respondent.

CANCELLATION

Either party may cancel this contract if written notice of intent is given thirty (30) days prior to the cancellation date.

If a Proposer fails to state a time in which their offer must be accepted it is understood and agreed that the City will have sixty (60) days in which to enter into a contract.

PUBLIC OPENING OF SOLICITATIONS

COVID-19 UPDATE:

Solicitations will be opened publicly via a web conference only (public attendance not permitted). Information normally available in person at the Purchasing Department can be obtained through other methods. Please contact us by phone or email for specific requests.

Join Zoom Meeting

[RFQ# 6607 - LEGION STREET MURAL/MOSAIC PROJECT VIRTUAL PROPOSAL OPENING](#)

Meeting ID: 831 9733 7190

Passcode: 521667

If you do not have access to a webcam, or you have no audio with your system, you may call this number to join: (646) 558-8656. Any issues accessing the zoom web meeting please call 423.975.2715 for assistance.

APPENDIX B

- 1. SCOPE OF WORK ATTACHED**
- 2. INSURANCE CHECKLIST**
- 3. INSURANCE GENERAL CONTRACT FORM**
- 4. SEALED SOLICITATION GENERAL
TERMS AND CONDITIONS**
- 5. REQUIREMENTS FOR BIDS, REQUESTS FOR
PROPOSALS, AND CONTRACTS BETWEEN THE
CITY OF JOHNSON CITY AND OTHER PARTIES**
- 6. STATEMENT OF BID/RFQ DECLINE**

REQUEST FOR ARTIST QUALIFICATIONS
LEGION STREET MURAL/MOSAIC PROJECT
RFQ# 6607

SUBMISSION FORM

The undersigned proposes and agrees, if their Proposal is accepted, to contract with the City of Johnson City to provide services as described herein that meets the requirements of this solicitation.

Name of Artist: _____

Artist's EIN or SSN (Employer Identification Number or Social Security Number):

Address: _____

Telephone: () _____ Fax: () _____

Email address: _____

Printed Name and Title: _____

Signature: _____

Date: _____

THIS FORM MUST BE SIGNED AND RETURNED WITH RFQ TO BE CONSIDERED



SCOPE OF WORK

REQUEST FOR QUALIFICATIONS FOR MURAL/MOSAIC PROJECT IN JOHNSON CITY, TN

The Public Art Committee of Johnson City, TN is seeking qualifications from artists or art teams for the commission of a painted mural or painted mural/mosaic to be located on Legion Street in downtown Johnson City.

ELIGIBILITY: This opportunity is open to all professional artists over the age of 18. Applicants must reside within the United States.

BUDGET: Up to three finalists will be selected to develop design concepts for this project. The total project budget for the selected commission is dependent upon the media used in the mural installation. The budget for a painted mural is \$22,000, and the budget for a painted mural combined with mosaic elements is \$31,500. The painted mural combined with mosaic elements should include at least 50 square feet of mosaic. Each finalist will be paid a \$500 honorarium for his/her design. The selected artist(s) will be paid \$20,500 (painted) or \$30,000 (paint and mosaic) for the commissioned work.

The three finalists will be required to present their proposals to the Selection Committee either in person or via Zoom. Those presenting in person will be reimbursed for travel expenses (airfare, car rental, etc.). The selected artist(s) will be responsible for own travel costs, materials, housing, and personal liability insurance when installing the mural. The selected artist(s) will also be responsible for applying an appropriate primer, UV sealant, and anti-graffiti coating to the walls/mural surface. The City of Johnson City will pressure wash the wall and attend to any necessary repairs prior to the installation.

DEADLINE: April 7, 2022 by 4:30 p.m. (Eastern Time)

QUESTIONS: Cheyenne Kumbhare ckumbhare@johnsoncitytn.org 423-975-2706

ABOUT JOHNSON CITY

Johnson City, with an elevation of over 2,000 feet, is located in the foothills of the Appalachian Mountains. It is surrounded by farmland, undulating hills, lush valleys, and many lakes and rivers. Johnson City has an abundance of unspoiled natural beauty and four distinct seasons.

The ninth-largest city in Tennessee, with a population of nearly 67,000, Johnson City was founded in 1856 as “Johnson’s Depot” and later became a major rail hub for the Southeast. In 1869, it was incorporated by the State of Tennessee as Johnson City, Tennessee. Johnson City is distinguished as a community that embraces art, the environment, commerce, science, community, and education. It is home to a broad based economy and to East Tennessee State University. The City houses a healthy blend of residents, ranging from college students and young families to those of retirement age. Many locate to the area due to its proximity to the mountains and its pleasant climate.

Downtown Johnson City is in the midst of a revitalization period. In recent years, storm water mitigation efforts prompted the development of two new parks – Founders Park and King Commons – and a commitment to the local food movement spurred the installation of a large farmer’s market pavilion. Craft beer breweries have become increasingly popular as many have located in the downtown area. The City’s two remaining train depots were remodeled, and many other downtown buildings are undergoing restoration. Just a few blocks from downtown, a heavily wooded area known as Tannery Knobs has been transformed into a bike park with trails for people of all ages and skill levels. Public art has also contributed to the ongoing revitalization as artistic elements have been incorporated into many of the newly developed areas downtown.

PROJECT DESCRIPTION

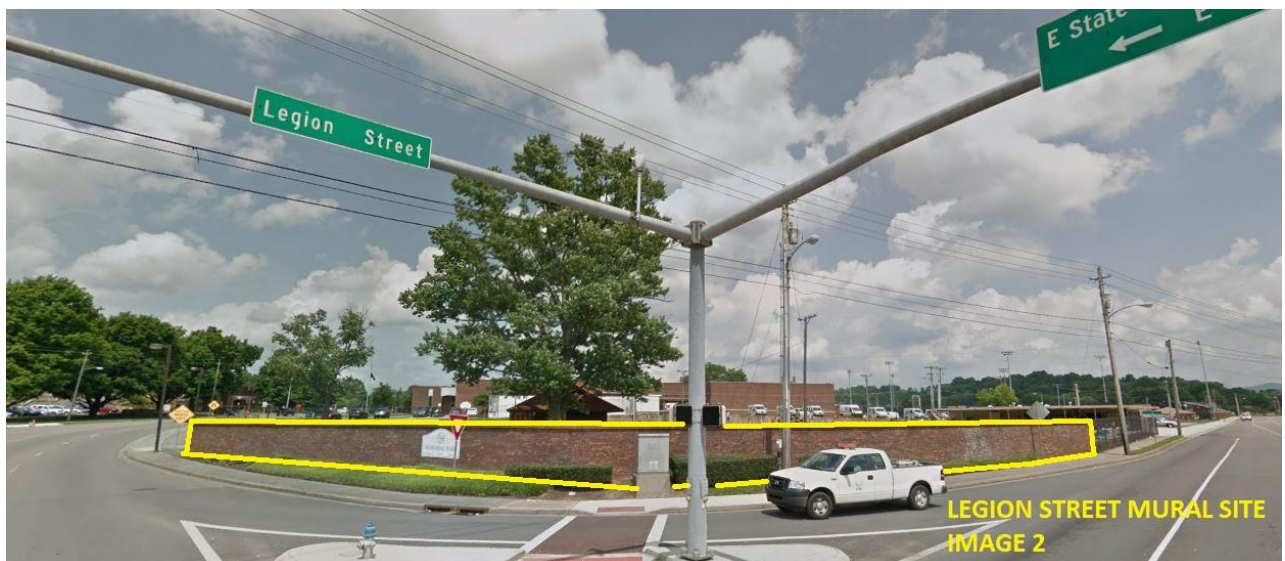
This mural project may take on one of two forms depending upon the capabilities and resources of the selected artist. It was originally envisioned as a mixed media project with a combination of painted and mosaic elements, but the addition of the mosaic elements is not required. The mural budget is dependent upon the media used in the installation (more details in the “Budget” section above). If mosaic elements are incorporated, the mosaic should cover at least 50 square feet of the wall surface. Any mosaic additions are not required to be contiguous; they may be scattered throughout the mural, confined to one portion, etc. The remaining sections of the wall that do not include mosaic elements should be painted. Alternatively, the entire mural may be installed using paint only.

The mural site is close in proximity to the Legion Street Pool, Memorial Park Community Center, the Johnson City Municipal and Safety Building, Tweetsie Trail, Tannery Knobs Mountain Bike Park, and the future site of a dog park and pump track. Legion Street Pool sits directly behind the wall, and the Memorial Park Community Center lies beyond

the pool area. The trailhead for the Tweetsie Trail is a half mile southeast of the mural site just off Legion Street, and the Tannery Knob Bike Park is about a half mile north of the site. The dog park and pump track will be constructed directly across the street from the mural location.

Given that the site is close in proximity to areas that engage residents and visitors around social activities and recreation, some potential themes for this project are play, summertime, and quench. However, the project theme is undefined, and artists may suggest alternative themes. Artists are encouraged to conduct further research into the city's history, community values, events, etc. to identify appropriate themes/imagery for the mural design. Artists who plan to explore an alternative mural theme should state the proposed theme in their cover letters.

MURAL SITE



The mural site is located on the wall that stands in front of Legion Street Pool and faces the intersection of Legion Street and E. State of Franklin Road. It follows the curvature of the street, forming a slight “U” shape. Depending on the vantage point within the intersection, sections of the wall may be more visible than other sections. The entire wall can be easily viewed by those traveling northeast on E. State of Franklin Road. A narrow landscaping bed sits in front of the wall, and a sidewalk runs along the entire length of the wall between the landscaping bed and the street. The wall is approximately 210’ x 6.5’. The brick shown in the photo will be removed, and the wall underneath will be covered with a smooth concrete coating. The location is highly visible to both pedestrian and vehicular traffic, and the intersection sees a particularly high volume of vehicular traffic as it lies just on the outskirts of the downtown area.

SELECTION CRITERIA

A Public Art Selection Committee will review the qualifications of applicant artists and make recommendations to the Johnson City Public Art Committee. The Selection Committee includes artists, arts advocates, curators, administrators, project partners, and other arts and community development specialists. Their selections will be based on the following criteria:

- **Artistic excellence as demonstrated in 10 digital images of the artist(s) previous work**
- **Evidence of working in the mural field on large masonry surfaces**
- **Experience working on collaborative community projects**
- **Experience working on large scale projects**
- **Willingness to meet all contractual guidelines**
- **The use of content appropriate for all audiences**

ANTICIPATED TIMELINE

- **Deadline for submissions: April 7, 2022 by 4:30 p.m. (Eastern Time)**
- **Notification of three finalists: April 28, 2022**
- **Final design submission/presentation: May 26, 2022**
- **Final artist selection: June 2, 2022**

Please note: Installation of the mural will be scheduled in consultation with the selected artist. The preferred installation period is June 2022.

INSURANCE CHECKLIST

(JC Public Art –Mural Projects)

REQUIRED COVERAGE (marked by "x")

MINIMUM LIMITS

- ☒ 1. Worker's Compensation (proprietor/partners/executive officers exclusion not allowed) Statutory limits of Tennessee and Employer's Liability \$100,000/accident, \$100,000/disease, \$500,000/disease policy limit
- ☒ 2. Commercial General Liability (including Premises/Operations) \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- ☒ 3. Automobile Liability & Owned/Hired/Non-Owned Vehicles \$500,000 BI/PD each accident, Uninsured Motorist
- ☒ 4. Independent Contractors \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- ☒ 5. Products/Completed Operations \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- ☒ 6. Contractual Liability \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- ☒ 7. Personal and Advertising Injury Liability \$1,000,000 each offense, \$1 Million annual aggregate
- ☐ 8. Umbrella Liability \$1 Million Bodily Injury, Property Damage and Personal Injury
- ☐ 9. Per Project Aggregate
- ☐ 10. Professional Liability \$1 Million per occurrence/claim
- ☐ a. Architects and Engineers \$1 Million per occurrence/claim
- ☐ b. Asbestos Removal Liability \$2 Million per occurrence/claim
- ☐ c. Medical Malpractice \$1 Million per occurrence/claim
- ☐ d. Medical Professional Liability \$1 Million per occurrence/claim
- ☐ 11. Miscellaneous E & O \$1 Million per occurrence/claim
- ☐ 12. Motor Carrier Act End. (MCS-90) \$1 Million BI/PD each accident, Uninsured Motorist
- ☐ 13. Motor Cargo Insurance
- ☐ 14. Garage Liability \$1 Million Bodily Injury, Property Damage per occurrence
- ☐ 15. Garagekeepers Liability \$500,000 Comprehensive, \$500,000 Collision
- ☐ 16. Inland Marine-Bailee's Insurance \$
- ☐ 17. Moving and Rigging Floater Endorsement to CGL
- ☐ 18. Dishonesty Bond \$
- ☐ 19. Builder's Risk/Installation Floater Provide coverage in the full amount of contract
- ☐ 20. XCU Coverage Endorsement to CGL
- ☒ 21. Carrier Rating shall be Best's Rating of B++V or better or its equivalent
- ☒ 22. Notice of cancellation, non-renewal or material change in coverage shall be provided to City at least **30 days** prior to action. Worker's Compensation and/or non-payment of premium - notification may be **10 days** prior to action.
- ☒ 23. The City of Johnson City shall be named as Additional Insured on all policies except Worker's Compensation, Auto and Professional Liability. **Per Acord 25 (2009/01), policies must be endorsed to incl. on-going & completed operations; must submit copy of endorsement(s).** (Cert. Holder: City of Johnson City, Attn: Purchasing, P.O. Box 2150, Johnson City, TN 37605. Email: purchasing@johnsoncitytn.org.)
- ☒ 24. Certificate of Insurance shall show project number or other contract identifier used by the City.
- ☐ 25. OTHER INSURANCE REQUIRED: _____

INSURANCE AGENT'S/BROKER'S STATEMENT:

I have reviewed the above requirements with the bidder named below. The bidder has coverage with this agency for all of the areas marked with the exception of the following numbers:

Comments: _____

Is Professional Liability excluded under General Liability? Yes _____ No _____

Is Contractual Liability excluded under Comm. General Liability? Yes _____ No _____

Is Independent Contractors excluded under Comm. General Liability? Yes _____ No _____

Carrier ratings: Insurer A _____; Insurer B _____; Insurer C _____; Insurer D _____

AGENCY NAME: _____ AUTHORIZED SIGNATURE: _____

Date: _____

CONTRACTOR'S STATEMENT:

I have reviewed the above requirements with my insurance agent(s) and, if awarded a contract, will provide all coverage marked.

CONTRACTOR'S NAME: _____ AUTHORIZED SIGNATURE: _____

Date: _____ AUTHORIZED (Printed): _____

Solicitation Number: **RFQ # 6607**

Bid or Project Name: **LEGION STREET MURAL/MOSAIC PROJECT**

This form and the General Contract Form shall be signed and returned with the RFQ package. The Certificate of Insurance must be provided to Purchasing prior to award.

GENERAL CONTRACT FORM

The General Contract Form is included in every solicitation requiring insurance. The general requirements of the contract form are supplemented by items checked on the **Insurance Checklist that identify specific requirements for the bid or project.**

INSURANCE

Review this section carefully with your insurance agent or broker prior to submitting a bid or proposal. See Insurance Checklist (part of the Bid Forms) for specific coverage applicable to this contract. The term "Contract" as used in this section shall mean the Agreement covering the work that is entered into between the City of Johnson City, Tennessee and the Contractor.

1. General Insurance Requirements:

1.1 The Contractor shall not start work under this contract until the Contractor has obtained at its own expense all of the insurance called for hereunder and such insurance has been approved by the City; nor shall the Contractor allow any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Director of Purchasing of original, signed Certificate(s) of Insurance, General Contract Form, and Insurance Checklist or, alternately, at the City's request, certified copies of the required insurance policies.

1.2 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Contractor, or the surety, or its bond, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents.

1.3 The City of Johnson City (including its elected and appointed officials, agents, and employees) is to be named as an additional insured under all coverage except Worker's Compensation, Automobile Liability, and Professional Liability and the Certificate of Insurance or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees. The following definition of the term "City" applies to all policies issued under the contract:

"The City of Johnson City, Tennessee together with all of its various departments, bureaus, and agencies, as well as any affiliated or subsidiary board, committee, or authority, including but not limited to the City of Johnson City, Dept. of Education (A.K.A "Johnson City Schools")."

1.4 The contractor shall provide insurance as specified in the Insurance Checklist contained in this document. In the event that Contractor obtains insurance coverage that is broader than the minimum required by this Agreement, this Agreement shall be deemed to require the broader coverage, including but not limited to any greater limits and any excess or umbrella coverages.

1.5 The Contractor covenants to save, defend, hold harmless and indemnify the City of Johnson City, Tennessee together with its various departments, elected or appointed officials, employees, officers, counsel, agents, and any and all other persons or entities acting on behalf of the same (collectively the City) from and against any and all claims of any sort based upon any theory of liability whatsoever, for any and all harm, loss, damage, injury, cost (including court cost and attorney fees) charges, or other liability of any nature whatsoever, however caused, resulting from or arising out of or in any way connected with the contractors performance or non-performance of the terms of the contract documents or its obligations under the contract based upon any theory of liability whatsoever, including claims brought by third persons, and further covenants to discharge all of the aforesaid persons and entities and forever hold them harmless from the same. The foregoing obligation to indemnify and defend shall continue in full force and effect after the aforesaid contractor completes all of the work required under the contract, until such time as the applicable statutes of limitation or repose have expired.

1.6 The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work, until final acceptance of the work by the City.

1.7 Insurance coverage required in these specifications shall be in force throughout the Contract Term. If the Contractor fails to provide acceptable evidence of current insurance within ten days of written notice at any time during the Contract Term, the City shall have absolute right to terminate the Contract without any further obligation to the Contractor and the Contractor shall be liable to the City for the entire additional cost of procuring performance by another vendor and the cost of performing the incomplete portion of the Contract at time of termination. **Contractor** is required to provide the City with notice of cancellation, non-renewal, or material change in coverage at least thirty (30) days prior to cancellation, non-renewal, or material change in coverage.”

1.8 Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the City from supervising or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.

1.9 Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the City. The Contractor shall be as fully responsible to the City for acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by the Contractor.

1.10 Precaution shall be exercised by the Contractor at all times for the protection of persons (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its subcontractors during the term of the Contract, and the Contractor shall be

held responsible for any damage to property occurring by reason of its operation on the property.

1.11 If a Contractor cannot meet the insurance requirements contained in a bid, proposal, or project description, alternate insurance coverage may be considered. Written requests for consideration of alternate coverage must be received by the Director of Purchasing at least ten working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternate coverage, the specified coverage will be required to be submitted. If the City permits alternate coverage, an amendment to the Insurance Requirement will be prepared and distributed prior to the time and date set for receipt of bids or proposals.

1.12 All required insurance coverage must be acquired from insurers authorized to do business in the State of Tennessee, and acceptable to the City. The insurers must also have policyholders' rating of "B++" or better, and a financial size of "Class V" or better in the latest edition of Best's Insurance Reports, unless the City grants specific approval for an exception in the same manner as described in 1.11 above.

1.13 The City may consider deductible amounts as part of its review of financial stability. The Contractor shall assume all deductibles.

2. Contractor's Insurance – Occurrence Basis:

2.1 The Contractor shall purchase the following insurance coverage, including the terms, provisions and limits shown in the Checklist:

- **Commercial General Liability** – The Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:
 - i. General aggregate limit is to apply per project;
 - ii. Premises/Operations;
 - iii. Action of Independent Contractors;
 - iv. Completed Operation Liability Insurance shall be provided for a period of at least two years after completion of the project;
 - v. Contractual Liability including protection for the Contractor from claims arising out of liability assumed under this contract;
 - vi. Personal Injury Liability including coverage for offenses related to employment;
 - vii. Explosion, Collapse, or Underground (XCU) hazards.
- **Business Automobile Liability** including coverage for any owned, hired, or non-owned motor vehicles, Uninsured Motorists insurance, and Automobile Contractual Liability.

- **Worker's Compensation** – statutory benefits as required by the State of Tennessee, or other laws as required by labor union agreements, including standard Other States coverage; Employers' Liability coverage.

3. Commercial General or other Liability Insurance – Claims-made Basis:

If Commercial General or other liability insurance purchased by the Contractor has been issued on a claims-made basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described in the Checklist remain the same. The Contractor must either:

- Agree to provide certificates of insurance evidencing the above coverage for a period of three years for Professional Liability; two years for CGL and other Liability, after final payment for the contract. Such certificates shall evidence a retroactive date, no later than the beginning of the Contractors or subcontractors' work under this contract, or
- Purchase an extended (minimum three years for Professional Liability; two years for CGL and other Liability) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

4. Alternative Coverage (Self Insurance)

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self-insurance for all or any part of the insurance required, provided that the alternative coverage is acceptable to the City.

5. Limits of Liability Coverage

Specific limits of liability coverage on the Insurance Checklist may be adjusted according to project risk if the adjustment is deemed appropriate and the amended amount is approved by the City Manager.

6. Verification of Compliance

I have read this General Contract Form and agree to all the terms and conditions contained therein.

Contractor's Name: _____

EIN or SSN: _____

Authorized Representative (Printed): _____

Authorized Representative (Signature): _____

Title: _____

Date: _____

This form and the Insurance Checklist must be completed and returned with Certificate of Insurance, as specified, prior to contract award.



**SEALED SOLICITATION
GENERAL TERMS AND CONDITIONS**

Read Carefully – if applicable or unless specifically noted otherwise in the solicitation documents

1. ACCEPTANCE, REJECTION AND POSTPONEMENT

Issuance of a bid/rfp/rfq does not commit the City to make an award. The City reserves the right to postpone or reject any or all bids/rfps/rfqs, to waive informalities and to accept the bid/rfp/rfq judged to be in the best interest of the City.

2. ADDENDA

Addenda will be issued to all known interested parties and posted on the City's website (listed above). All addenda issued shall become part of the solicitation documents. It is the vendor's responsibility to determine and acknowledge all addenda issued for a solicitation. No addendum will be issued less than two (2) working days prior to the solicitation opening as per TCA, Title 12, Chapter 4, Part 1, as amended.

3. AWARD

An award, if made, shall be to the lowest responsible, responsive bidder(s) or best solicitation meeting quality and performance standards as described in the solicitation documents and whose bid/rfp is determined to be in the best interest of the City. This includes value engineering with the low bidder if cost is over budget. The City also reserves the right to award this product/service based on other contracts in-place (state or cooperative contracts), as may be in our best interest.

4. AWARD PERIOD

The City shall have 60 days to issue a contract. Any contract past that period must be mutually agreed upon by both parties.

5. BID TABULATIONS/RFP/RFQ RESPONSES

Bid tabulations and RFP/RFQ respondent's lists will be posted and available the next business day on our above website. Click on "awarded/opened solicitations".

6. BRAND NAMES

By referencing a product or service name as "or approved equal", the City intends to establish a minimum level of quality by which alternate offers can be judged. If an alternate is offered, the vendor must include complete descriptive literature and specifications that clearly describe the item and how it differs from the referenced item. Vendor reference to literature previously submitted will not satisfy this provision. Unless specified otherwise, it is understood that the referenced product will be furnished. The City alone will determine whether an alternate is equivalent and meets the standards of quality and performance for the City's use. A sample or demonstration may be required at the expense of the vendor.

7. CONDITION STANDARDS

It is understood and agreed that any item offered or shipped as a result of this solicitation shall be new and unused and the manufacturer's latest model unless otherwise called for in the solicitation.

8. CONSTRUCTION DOCUMENTS

If a fee is required for bid documents then only those bidders of record with the issuing office are eligible to bid.

9. DEFAULT

In case of contractor default or failure to provide material or service according to the solicitation, the City may cancel this contract and acquire from another source and may recover any excess cost by (1) invoice; (2) deduction from an unpaid balance due; (3) collection against the bid and/or performance bond; or (4) a combination of the aforementioned remedies or other remedies provided by law. All costs associated with default will be borne by the contractor. The City reserves the right to remove a company in default from the active vendor list for a time period to be determined by the Director of Purchasing.

10. DELIVERY

Delivery/completion schedule must be clearly identified and realistically stated, as this may be a determining factor in the award.

11. DISCOUNT AND PAYMENT

Payment terms are Net 30 following receipt of the material or service and a correct invoice unless otherwise stated in the solicitation document. Discounts for prompt payment will not be considered in the bid evaluation for award. Partial payment will be allowed only if addressed in the solicitation.

12. EQUAL OPPORTUNITY

It is the policy of the City of Johnson City to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFR, Part 21; related statutes and regulations to that end that no person shall be excluded from participation in or be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or any other funding source on the grounds of race, color, sex, national origin, or ancestry. By virtue of submitting a response to this solicitation, vendors agree to comply with the same non-discrimination policy.

13. EVALUATION

Bids/RFPs/RFQs will be evaluated according to the criteria set forth in the document with the degree of importance determined by the City.

14. EXAMINATION OF BIDS/RFPs/RFQS

Bids and associated documents may be examined at the opening. Only the name of the respondent is read aloud for RFPs/RFQS. All solicitations are closed for review and inspection during the evaluation period, prior to award.

15. FOB (FREE-ON-BOARD) POINT

All prices quoted shall be FOB destination, freight prepaid and allowed unless otherwise stated in the solicitation document. The seller pays and bears the freight charges and owns the goods while they are in transit. Title passes at the designated City location.

16. INDEMNIFICATION

The vendor shall guarantee and certify by submitting a response to this solicitation that if successful, they shall indemnify and defend the City against any and all claims or legal actions arising as a result of their performance of the contract, whether or not such claims relate to damages or alleged damages sustained by physical injury to contractors personnel, subcontractors, city employees or other persons, or against any lawsuits arising from alleged or actual patent infringements, and shall hold the City, its various departments, employees, and any and all persons or entities acting on its behalf harmless from the same.

17. INSPECTION

All supplies or materials purchased as a result of this solicitation are subject to inspection and rejection by the City. Rejected materials will be returned at the vendor's expense.

18. INSURANCE

The contractor shall maintain, at their expense, such insurance as required by the solicitation. Such insurance shall protect the City for claims of damages which may arise during operations under this contract whether such operations be by the Contractor or by any subcontractor or anyone directly or indirectly employed by either of them. Any required insurances shall be maintained for the term of the contract and beyond the term of the contract when so required in the solicitation.

19. IRAN DIVESTMENT ACT

Pursuant to the Iran Divestment Act Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the City of Johnson City; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee list is available here: <http://tennessee.gov/generalservices/article/Public-Information-library>

20. LICENSES, FEES, PERMITS

The contractor is responsible for furnishing the proper licenses, fees, and permits required by law to do business with the City of Johnson City in completion of the project. All work shall be done in accordance with the latest building codes, state and federal laws relative to the contract.

21. MULTIPLE ITEM BIDS

The City will determine the successful bidder(s) either on the basis of the individual line items or the total of all items. ALL OR NONE bids must be clearly identified on the bid form and will be considered only if in the City's best interest.

22. NON-COLLUSION AGREEMENT

By submitting this solicitation, the agent representing all officers, partners, owners, representatives, employees or interested parties of the vendor's firm certifies to the best of his/her knowledge and belief this bid/proposal to the City of Johnson City, Tennessee has not been prepared in collusion with any other seller, proprietor, or manufacturer of similar products or services. The agent also certifies that the prices, terms and conditions of said bid/proposal have been arrived at independently and have not been communicated by the submitter, nor by any of the aforementioned firm associate to any other seller, proprietor, or manufacturer of similar products or services and will not be communicated prior to the official opening of said solicitation. The agent further states that no official or employee of the City of Johnson City has promised any personal, financial or other beneficial interest, either directly or indirectly, in order to influence award of this solicitation.

23. PARTS AND SERVICE

The successful vendor must be able to provide adequate parts and service for all items awarded. Service location and ability to perform may be a consideration in the award.

24. PENALTIES

Vendors may be removed from our active vendor system for any of the following:

- ◆ Failure to respond to three consecutive solicitations
- ◆ Failure to meet delivery requirements
- ◆ Failure to furnish items as a result of a solicitation
- ◆ Failure to provide service or material as a result of the award
- ◆ Offers of gratuities or favors to any City employee

25. PRE-BID MEETING ATTENDANCE

If attendance is mandatory then only those firms whose names are listed on the pre-bid attendance roster are eligible to submit a solicitation.

26. PRICING

All pricing must appear in the spaces provided on the city's form (if applicable) and be in ink or typed. Changes or corrections by the bidder/proposer must be initialed in ink by the person signing. No corrections may be made in pencil. Unit prices will prevail in case of an extension error. The City will correct math computation errors (unit price & totals). No bid may be altered or amended after bid opening time. Obvious mistakes will be given special consideration upon receipt of written request and full disclosure or evidence regarding pricing error.

27. PROPRIETARY/CONFIDENTIAL INFORMATION

Vendors are hereby notified that all information submitted as part of, or in support of, bids/proposals will be available for public inspection after award, in compliance with Tennessee Statutes unless the vendor additionally identifies a specific area or scope of data or other materials to be protected and details the reasons protection is necessary.

28. PROTEST PROCEDURE

Any protest to the award of a contract by the City of Johnson City shall be submitted in writing to the Director of Purchasing with a copy to the City Manager and delivered not later than seven (7) calendar days from the date of the city's award decision. Such protest must include a protest bond in the amount of \$350 (cashier's check payable to the City of Johnson City or Cash) submitted to the Purchasing Director before the City will consider the protest. This protest bond will serve as a guarantee by the protester of the validity and accuracy of the protest. If the protest is denied by the City Manager the bond will be retained to cover costs associated with the protest.

29. QUESTIONS

Questions must be received by the City at least four (4) working days prior to the scheduled opening. No oral interpretations or instructions given by any city employee or any other person shall apply. Changes relative to any solicitation will be in writing, in the form of an addendum.

30. SAFETY STANDARDS

All manufactured items and fabricated assemblies shall comply with applicable requirements of OSHA/TOSHA and any related standards thereto.

31. SAMPLES

Samples will be furnished at no charge to the City. They will remain in the Purchasing Department for testing and evaluation until an award is made. Vendors are responsible for picking up their samples within two (2) weeks after the award. Samples not collected after that time shall become the property of the City. Samples from the successful vendor will be held until delivery is received and accepted as being equal to the sample.

32. SEALED SOLICITATION OPENINGS

Bids will be read aloud at the specified date and time as stated in the document. RFP's/RFQ'S respondent names will be read aloud. All openings are public meetings. Bidders/proposers and interested persons are invited to attend. The City reserves the right to postpone any solicitation opening under circumstances warranting such action, including but not limited to instances when the City receives fewer than two responses.

33. SIGNATURE ON BIDS

When submitting a bid, other than electronically, the bid form must contain the full name and address of the company and be signed in Ink by a person authorized to bind that company to a contract. Submission of an electronic solicitation constitutes acceptance of all terms and conditions. Unsigned paper bids will not be considered, read or tabulated. They may not be signed during or after the bid opening, even if a representative is present.

34. SUBMITTAL OF SEALED BIDS/RFPS/RFQS

Any forms furnished by the city must be completed and returned as specified in the solicitation, otherwise response will be considered as non-responsive. TELEPHONE, FACSIMILE OR E-MAIL RESPONSES WILL NOT BE ACCEPTED. Electronic receipt of bids/proposals is acceptable for those **eligible for online submittal** at: <https://vrapp.vendorregistry.com/Vendor/Register/Index/johnson-city-tn-vendor-registration>. **Paper submittals shall be sealed in an envelope.** No solicitation received after closing time shall be considered. The official time for paper submittals will be that of the date and time clock in the Purchasing Department. For electronic bids the official time is that posted on the website. Late submittals will not be accepted. The City of Johnson City shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid/rfp response electronically less than one hour prior to the bid/rfp opening time. If not offering a solicitation response, the vendor is encouraged to complete the "Statement of Decline" form and return prior to the opening.

35. TAXES

The City is exempt from Federal excise tax, State, and city sales tax. Contractors are not exempt from the use tax on materials and supplies used in the production of an item or in the performance of a repair or construction contract. Tax exemption certificates will be furnished upon request.

36. TERM OF CONTRACT

Unless otherwise stated, the City reserves the right to purchase like items at the same contract price for a period of one year from the award date subject to agreement of both parties. The City may cancel any contract for cause, or non-appropriation of funds, following written notification of intent.

37. WARRANTY

Unless otherwise specified by the City, all items shall be guaranteed for a minimum period of one (1) year against defects in material and workmanship.

March 9, 2021

REQUIREMENTS FOR BIDS, REQUESTS FOR PROPOSALS, AND CONTRACTS
BETWEEN THE CITY OF JOHNSON CITY
AND OTHER PARTIES

The City of Johnson City has established the following requirements for use in all bids and contracts between the City and any other person or entity. The following list is mandatory and modifies any bid, contract, or request for proposal, or conditions applicable to, signed by, or let by the City, notwithstanding anything contained in any particular conditions, contract, request for proposal, or bid to the contrary.

In general, the following provisions apply to all such contracts, bids, requests for proposals, contracts requiring bids, and bids containing contracts:

1. The City of Johnson City shall not answer to any contracting party for the furnishing of public records to a person requesting such in accordance with Tennessee law.
2. The City, while it may designate in writing a representative on a particular project, shall only be bound by a majority vote of the Board of Commissioners or by the limited authority delegated to the City Manager pursuant to City Ordinance. No personal representative of the City assigned to a particular project may bind it in excess of the dollar amounts granted to the City Manager by Ordinance, and no personal representative assigned to a particular project may bind the City for an amount equal to or less than the dollar amounts granted to the City Manager by Ordinance without the City Manager's approval.
3. The City shall not in any event waive or limit any claims for damages including but not limited to consequential damages in any contract for any reason or purpose.
4. No decision of an architect, engineer, or personal representative of the City shall be final and binding on the City, unless the City so agrees in any dispute with any

party including but not limited to an architect, a contractor, a subcontractor, an engineer, etc. If the City agrees to be bound pertaining to a dispute, then the monetary limits contained in the City's ordinances regarding the authority of the City Manager shall prevail, and any amounts exceeding the authority of the City Manager shall be referred to the Board of Commissioners for their consideration.

5. The City shall not participate in any mediation or arbitration regarding any agreement to which it is a party, and all matters left unresolved between the City and any other party, person, or entity shall be resolved in a court of competent jurisdiction in either Washington County, Tennessee, or in Federal District Court in Greeneville, Tennessee.

6. No party or other entity shall file a lien of any nature whatsoever against City property, real, personal, or mixed, no matter where that property is located. Should a party or entity contracting with the City or acting as a subcontractor or subsubcontractor file a lien against any property, real, personal, or mixed, owned by the City, then that party or entity shall take immediate steps at its own cost and expense to remove said lien, or the City shall take such steps as it deems necessary and hold the other party or entity liable for any costs and attorneys' fees associated with the lifting of said lien.

7. The City shall exercise its sole discretion before agreeing to any assignments of any contracts or subcontracts regarding any project in which the City is involved. No contract with the City shall be assignable without the City's sole, discretionary, absolute consent.

8. The City shall not be required to supply any information regarding its title to any property in which it has an interest for any purposes regarding the filing of liens.

9. The City shall not waive any claims it has in the making of final payment in any project in which it is involved. The City shall have the right to terminate any agreement to which this document is attached at any time in its sole discretion with or

without cause. In the event the City terminates with or without cause any agreement to which this document is attached, then in such event the City shall be liable only for the actual work and costs that have accrued at or before the date of the City's termination. In no event shall the City be liable for lost profits, consequential damages or incidental damages in the event it terminates a contract with or without cause.

10. Except to the extent allowed by law, the City shall not indemnify and hold harmless any other party, entity, person, their agents, employees, or anyone else in the world for any reason whatsoever.

11. The City shall not waive the rights of subrogation of its insurers or itself for any purpose whatsoever, and the City shall not cause any such endorsements to be placed on any policies to which it is a party.

12. Unless the City elects otherwise, the City shall not provide any "builders' risk" or an "all-risk" or equivalent policy for any reason whatsoever for any project in which the City has an interest, and the contractor or other such party shall assume this responsibility. That builder's risk policy provided by the contractor or other such interested party shall name the City as an additional insured. The City shall not provide boiler and machinery insurance, but shall require such insurance as applicable, depending on the parameters of whatever project is involved. The cost of boiler and machinery insurance shall be borne by the appropriate contractor, subcontractor, or other interested party. The City shall not insure the interests of any other person or entity, nor shall the City add any other person or entity as an additional insured to any of its policies.

13. The City shall not waive any rights regarding the loss of use of the City's property.

14. As to acts or failures to act or any causes of action by any party to a contract, whether that party be the architect, owner, contractor, City, etc., a cause of action shall accrue according to Tennessee law. No contract provision shall shorten the

statutes of limitations, statutes of repose, or the accrual of any causes of action which the City might have against another party or entity. No contract provision shall waive any warranties, express or implied, nor shall any contract limit the standard of care for any particular service or undertaking to that of the locality where those services or undertakings are performed.

15. Any interest to be paid by the City of Johnson City for late payments shall be at the rate of interest at which the City pays on its most recently issued bonds.

16. The City reserves to itself the right to approve the use of any tests, including but not limited to any borings, test pits, geotechnical work, environmental tests, and the like in its own sole discretion. All design professionals, consultants, subcontractors, or the like shall be duly licensed in the State of Tennessee, if licensure in the State of Tennessee is required for the work to be performed by such design professional, consultants, or subcontractors.

17. Notwithstanding any applicable choice of law or conflict of law provisions or decisions, the law of the State of Tennessee shall govern all contracts to which this document is attached.

18. The City of Johnson City shall not provide any legal advice, legal services, surveys, or procure the same for any other party.

19. Upon payment for services as rendered, all design documents and all instruments of service created by design professionals, including but not limited to architects, landscape architects, engineers, etc., shall become the property of the City of Johnson City, Tennessee. The City of Johnson City shall be allowed to use all design documents and instruments of service, including but not limited to bid drawings, shop drawings, reports, specifications, cost estimates, schematic designs, construction designs, and the like for future additions or alterations to the current project or for use in other projects. Any use of the aforementioned designs and construction documents shall be at

the City's sole risk and without liability to the design professional. The design professional's name and seal will be removed from all such design documents prior to the City's use thereof.

20. The City, as the owner of real property that is the subject of or in any way connected to any bid, request for proposal, or contract, hereby grants to the successful bidder/proposer/contractor the general management of the real property during the time that work is being performed, and the City agrees to transfer information specified in OSHA regulations at 29 CFR §1926.1203(h)(1), so that TOSHA/OSHA shall treat the successful bidder/proposer/contractor as the host employer when working in confined spaces. This paragraph applies only to those areas where the successful bidder/proposer/contractor has access to and performs work within confined spaces as defined in federal OSHA regulations. The successful bidder shall comply with all federal OSHA and state TOSHA regulations, including those regarding confined spaces.

September, 2017



STATEMENT OF SOLICITATION DECLINE City of Johnson City, Tennessee

NOTE: If you do not intend to respond to this solicitation, please complete and return this form on or before the stated deadline to Purchasing Department, P. O. Box 2150, Johnson City, TN 37605 or via e-mail: purchasing@johnsoncitytn.org

We value your feedback and ask that you complete the following:

Solicitation No.: # _____

Solicitation Name: _____

We, the undersigned, decline to submit on the above solicitation for the following reason(s):

- _____ **Insufficient time to adequately prepare a response**
- _____ **Our company does not offer this product or service. Remove us from the vendor list**
- _____ **Our schedule will not permit us to perform in a timely manner**
- _____ **We are unable to meet bond requirements**
- _____ **We are unable to meet insurance requirements**
- _____ **We are unable to offer comparable product or service**
- _____ **We are unable to meet specifications (explain below)**

We understand that if this statement is not completed and returned, our company may be deleted from the City's solicitation list for this commodity or service.

Company Name: _____

Address: _____

Signature: _____

Telephone: _____

E-mail: _____

Date: _____



EXECUTIVE SUMMARY
3/13/2024

AGENDA SUBJECT:

Discuss and consider a new Sculpture Project.

BACKGROUND:

Commissioners want to install a sculpture project in the City.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Amount requested:

Approved in current budget (Yes / No):

Expenditure (New / Amended):

Recurring or one-time:

Fund source (Operating / Utility / etc.):

Fiscal Impact

Attachments:

1. LPACC Park Sculpture Project Proposal

Park Sculpture Project

Proposal: Procure and install a permanent sculpture in one of our parks or public spaces.

Timeline: Call for Art in March 2024. Selection of art by LPACC by May 2024. Installation of Concrete Slab (Parks and Rec.) and of sculpture in Summer of 2024.

Budget: Maximum \$50,000

Ideas: The sculpture should be weather-safe. We will be looking for something interactive where people are able to touch it, sit on it, swing from it, etc. without causing damage to it. We will be looking for something colorful, whimsical, and stimulating. It must be appropriate in style for it's surrounding location.

Location Options:

Robin Bledsoe Park



Area 1 is the grassy area on the south side of the pavilion.



Area 2 is an area where there is a lot of foot traffic making its way into the park from the south lot. It is where the pathway splits off into two different directions. This would be a great location to “draw people in” and it would be visible from nearly anywhere in the park.



Area 3 is an open grassy area near the fields. It is a place where vendors set up their booths during large events.



Text example for Call for Art:

Robin Bledsoe Park Art Installation

Leander, Texas

Summary: The Leander Public Arts and Culture Commission is seeking to procure a permanent, site-specific, outdoor installation at Robin Bledsoe Park in Leander on 601 S. Bagdad Rd.

Budget: \$50,000

Deadline: Saturday, April 20th, 2024 at 5 p.m. Central Time

How to apply: Submit electronically, see link below

Eligibility Requirements: Artists/ Artists Teams, at least 18 years of age, working within the 48 contiguous United States are eligible to submit their qualifications and letter of interest,

Special Notes: The installation will occupy a maximum area of 15' x 25' and must be contained within those dimensions. This is a high traffic area in the summer months, so the art must be durable and have no points or sharp edges than can pose a hazard to curious children and other park users. Furthermore, it must be made of a material that can withstand all Texas weather conditions. The commission is looking for something colorful, intriguing, whimsical, and fun. It can even be interactive. Leander Parks and Recreation will install a slab that will fit the style and dimensions necessary for the sculpture, which can also be modified or painted by the artist(s).

The Commission does not have a particular theme for this project and will be open to all ideas that best suits the installation area.

Examples of art:



Flower Sculpture on Santa Monica Blvd.

Tijay Mohammed & Beam Center Project Fellows, *Baobab Tree of Life*

April 14, 2023 to April 13, 2024

Van Cortlandt Park, Bronx

[Map/Directions \(in Google Maps\)](#)

Hide Description

Description:

Baobab: Tree of Life is inspired by a succulent tree that provides food, medication, and shelter for its surrounding communities. The piece includes a wood Baobab tree, Adinkra symbols, and African fabric designs, all of which connect viewer to four hundred years of history from the African diaspora. Conceptually, the piece represents what it means to exist with an identity of your choice regardless of race, color, religion, nationality, gender, and ability. *Baobab: Tree of Life* was produced in a collaboration with Beam Center and its Project Fellows, a group of young adults who are recent arrivals to the U.S. Fellows learn prototyping and fabrication skills, gain the confidence to bring their own ideas to life and experience the power of making things together.



This exhibition is presented by [Beam Center](#) in partnership with the [Van Cortlandt Park Alliance](#).



Richards Park, located near the heart of North Kansas City across the street from the North Kansas City YMCA.

"Bloom" by artist Sijia Chen features North Kansas City imagery on the colorful sculpture's petals.



Rainbow Sculpture by YouFine Sculptures.



EXECUTIVE SUMMARY
3/13/2024

AGENDA SUBJECT:

Discuss and consider new Mural.

BACKGROUND:

Commissioners want to install a permanent mural.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Amount requested:

Approved in current budget (Yes / No):

Expenditure (New / Amended):

Recurring or one-time:

Fund source (Operating / Utility / etc.):

Fiscal Impact

Attachments:

1. Fit Court





<https://www.nationalfitnesscampaign.com/fitness-court>



EXECUTIVE SUMMARY
3/13/2024

AGENDA SUBJECT:

Discuss and consider rescheduling the 2024 calendar year meetings.

BACKGROUND:

Discuss and consider rescheduling the following meeting dates:

March 10th, 2024

April 10th, 2024

May 8th, 2024

June 12th, 2024

July 10th, 2024

August 14th, 2024

September 11th, 2024

October 9th, 2024

November 13th, 2024

December 11th, 2024

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Amount requested:

Approved in current budget (Yes / No):

Expenditure (New / Amended):

Recurring or one-time:

Fund source (Operating / Utility / etc.):

Fiscal Impact

Attachments:



EXECUTIVE SUMMARY
3/13/2024

AGENDA SUBJECT:

Discuss and consider the allocation of \$300 toward LPACC swag items for use at future events.

BACKGROUND:

Commissioner Kuwitzky proposes utilizing \$300 out of Fund 10 towards the purchase of swag for use at future events.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Amount requested:

Approved in current budget (Yes / No):

Expenditure (New / Amended):

Recurring or one-time:

Fund source (Operating / Utility / etc.):

Fiscal Impact

Attachments: