

CITY
OF

PASADENA



Request For Proposals

Rotating Public Art Program: Series IV

FOR THE

CITY OF PASADENA



REQUEST FOR PROPOSALS ROTATING PUBLIC ART PROGRAM: SERIES IV

City of Pasadena | Planning and Community Development Department | Cultural Affairs Division

OVERVIEW:

The City of Pasadena is excited to embark upon the fourth iteration of the Rotating Public Art Program which will include the phased installation of eight public artworks at existing City-owned sites throughout Pasadena.

This opportunity seeks both existing, loaned artworks, as well as proposals for new commissioned, site-responsive artworks in a variety of styles, materials, and approaches from a diverse pool of professional artists/artist teams. This opportunity is open to artists and artist teams based in California and all artworks (both loaned and commissioned) will be exhibited for a 36-month period. Artists will receive an honorarium of \$8,000 for existing loaned artworks, and \$12,000 for commissioned artworks to cover all related costs.

LOANED ARTWORKS (6)

As part of Series IV of the Rotating Public Art Program, the City will select six (6) existing, loaned artworks to be installed at various locations throughout the City. Artworks should be already completed, engaging, sufficiently durable for placement outdoors and must allow for attachment to a structural footing at the artwork site (see schematic for standard footing design for details).

COMMISSIONED ARTWORKS (2)

In addition to loaned artworks, the City will commission two (2) original site-responsive artworks. These artworks will be placed outdoors and should consider the context of the artwork site and its relation to the community, environment, and/or audience. Applicants interested in proposing the creation of original sculptural artworks are asked to submit a Preliminary Artwork Concept and must include: 1) a written text narrative, and 2) visual representations in the form of digital renderings, photographs, sketches, physical models or maquettes that adequately demonstrate the proposed artwork. Applicants should consider scale, material, durability, safety and traffic concerns, and construction methods when submitting proposals. If selected, the artist/team will work with City Staff to refine their Preliminary Artwork Concept to appropriately fit the site.

ABOUT THE ROTATING PROGRAM:

Launched in 2011, the Rotating Sculpture Program aims to provide opportunities to experience public art that enlivens the urban landscape; produce a dynamic visual experience for residents and visitors; create more venues for public art; increase exposure and opportunities for artists new to public art; educate the public by stimulating discussion; and provide a cultural draw for tourists. The Program places both existing loaned works, as well as new commissioned works on public view in neighborhoods representing all City

Council Districts with the intention to replace the artworks on a rotating basis. The process includes community representatives from each City Council District who select art for their own neighborhoods. With the input of neighborhood advocates in the artist and artwork selection process, this program asks the public to be directly involved in the development of a city-wide temporary public art collection.

The Rotating Art Program is intended to complement the permanency of both the Private Development and Capital Public Art Programs by placing artworks throughout the City that activate unusual locations, transforming small, often unnoticed areas in the city into exciting and stimulating destinations for visitors and residents. Artwork sites are highly visible to visitors, pedestrians and vehicular traffic and include traffic triangles, medians, street corners, and unique public spaces. By presenting original artworks for a relatively short time at established locations, the program encourages residents and visitors to circulate throughout the city and experience the entirety of each exhibition.

All applicants are encouraged to familiarize themselves with the City's Public Art Program and previous iterations of the Rotating Public Art Program by visiting: www.cityofpasadena.net/arts

REQUEST FOR PROPOSALS

The City of Pasadena seeks applications from California-based artists/artist teams for the selection of eight public artworks as part of the Rotating Public Art Program: Series IV, to be installed at various highly-visible locations throughout the City.

DEADLINE FOR SUBMISSIONS

Deadline to submit: 10:59 PM PST, Sunday, January 15, 2023.

Applications submitted after the deadline will not be accepted. Please plan accordingly.

APPLICATION PORTAL

Applicants must submit their application materials through www.CallForEntry.org, otherwise known as CaFE.

A link to the application portal and submission instructions will be posted on the City's Cultural Affairs page: www.cityofpasadena.net/arts

For application instructions and to register for a CaFE account, go to: <https://www.callforentry.org/artist-help-cafe/how-to-apply-artists/>

For additional assistance using CaFE, please contact WESTAF by calling 303-629-1166 or via email at cafe@westaf.org.

The City of Pasadena is not responsible for applications that are incomplete. Applicants are responsible for ensuring they meet the eligibility requirements and for submitting all documents and information in the correct format. Incomplete or inappropriate applications may be scored accordingly. The City not accept physical applications in any form.

ARTIST ELIGIBILITY

This opportunity seeks applications from professional artists/artist-teams based in California. Applicants must be eligible to work in the United States and have a valid U.S. Social Security or Tax Identification Number by the application deadline.

While applicants may submit both existing loaned artworks and proposals for commissioned artworks, only one artwork per artist/artist team will be awarded as part of this RFP.

All applicants must be over the age of 18, eligible to work in the United States and have a valid U.S. Social Security or Tax Identification Number by the application deadline.

CIP Public Art competitions are open to any professional artist, artist team, or a team led by a professional artist, who have not received a City of Pasadena Public Art commission and do not have a current public art contract open, exclusive of property development, within the last three years.

Members of the Selection Panel, any City of Pasadena Council person, Arts & Culture Commissioners, and members of their families, including significant others, and employees of the City of Pasadena shall be excluded from consideration.

If selected for the project, the artist must obtain a City of Pasadena Business License. See <http://www.ci.pasadena.ca.us/Finance/License/> for more information.

DEADLINE FOR RFP QUESTIONS AND COMMUNITY MEETING

The deadline to submit questions related to this opportunity is Wednesday, December 7, 2022 by 5PM PST. Questions shall be in written format and submitted via email to cdunlap@cityofpasadena.net. Questions asked at any public Community Meeting or Artist Workshop will be transcribed and answered as part of the Q&A document, which will be posted publicly on the City's Cultural Affairs website. Any questions submitted after the date and time specified will not be addressed. Questions regarding this opportunity should only be directed to the person(s) designated below. Do not contact any other City employee or official regarding this RFP.

Technical questions about the scope of the RFP should be directed to:

Corey Dunlap
Public Art Coordinator
Planning & Community Development Department
Email: cdunlap@cityofpasadena.net

Questions about the RFP's General Requirements in regard to doing business with the City, including City of Pasadena Purchasing Procedures, should be directed to:

Antonio Watson
Project Manager
Department of Finance
Email: awatson@cityofpasadena.net

COMMUNITY MEETING & ARTIST WORKSHOP

A virtual Community Meeting & Artist Workshop will take place on Wednesday, December 7, 2022, at 1pm PST. This will serve as an opportunity for the public and potential applicants to learn more about the Rotating Public Art Program goals and application requirements. Meeting details and the virtual meeting link will be provided on the City's Cultural Affairs website: www.cityofpasadena.net/arts

ARTWORK LOCATIONS

Applicants are encouraged to review the list of locations below to determine appropriate submittals, though the final artwork locations will be determined by the Selection Panel and City Staff and are dependent on feasibility, size, safety/traffic concerns, and aesthetic considerations.

Exhibition sites are distributed throughout the City in each Council District and include traffic triangles, medians, street corners, and other unique neighborhood plots. Each artwork location (excluding one interior site) consists of an existing concrete pad with specifically designed attachment points. While the attachment points are standard across all artwork locations, the concrete pads vary in size and height, requiring appropriately sized artworks. A detailed schematic of the metal attachment point has been included with this RFP for applicants to review. With support from City Staff, the artist will be responsible for ensuring artworks fit these attachment points once final selections have been made.

The eight sites selected for Series IV are as follows:

SITE LOCATION	DESCRIPTION	ARTWORK TYPE	DISTRICT
W. Washington Blvd. and Glen Ave., Island at NW corner	Concrete pad: ground level, 48" x 48".	Existing/Loaned	1
W. Mountain St. and Sunset Ave., Northwest corner	Concrete pad: ground level, 48" x 48".	Existing/Loaned	3
Oakwood Pl. and S. Lake Ave., Sidney F. Tyler Park island	Concrete pad: ground level, 48" x 48".	Existing/Loaned	7
Pasadena Convention Center Conference Lobby, 300 E. Green St. (Interior Site)	Interior lobby space at the entrance of the Convention Center, corner location with large windows. Available corner space measures roughly 96" x 96" x 96"	Existing/Loaned	6
N. Lake Avenue, Raised parcel between Maple and Villa.	Concrete pad: ground level, 12ft x 12ft. Artwork must not exceed beyond concrete pad on east and west side.	Existing/Loaned	5

E. Sierra Madre Blvd. and New York Drive, Median east of intersection	Concrete pad: ground level, 48" x 48".	Existing/Loaned	4
1985 East Walnut St., Raised parcel at triangle split of Walnut St. and Foothill Blvd.	Concrete pad: 48" x 48" Raised base, roughly 4ft above ground.	Commissioned	2
S. Bonnie Ave. and E. Del Mar Blvd., Southwest corner.	Concrete pad: 96" x 96" Ground level, surrounded by landscape/garden, largest available site.	Commissioned	7

BUDGET

Loaned Artworks

Successful applicants will receive an honorarium of \$8,000 for an exhibition period of 36 months to cover all related costs. Applicants are required to deliver and pick-up artwork to/from the site. The City will assist with the installation/de-installation of the artwork at the designated site. Artist shall deliver "Free on Board" destination and installation until the City accepts the loaned artwork.

Commissioned Artworks

Successful applicants will receive an honorarium of \$12,000 for an exhibition period of 36 months to cover all related costs. Once selected, applicants will be asked to refine their Preliminary Artwork Concept and present a Final Artwork Concept to the City's Arts & Culture Commission for review and approval. Applicants are required to deliver and pick-up artwork to/from the site. The City will assist with the installation/de-installation of the artwork at the designated site. Artist shall deliver "Free on Board" destination and installation until the City accepts the loaned artwork.

The City of Pasadena will provide

- Installation and de-installation of all artworks
- Outreach and publicity about the exhibition
- Foundation, pads, identification signage
- Property/Fine Art Insurance during artwork exhibition loan period
- Promotion of the artwork/artist on the City's Cultural Affairs website

PROJECTED TIMELINE

Sunday, November 13, 2022	Release of Request for Proposals (RFP)
Wednesday, December 7, 2022	Virtual Community Meeting & Artist Workshop
Sunday, January 15, 2023, 11:59pm PST	Deadline for RFP Submissions
February 2023	Selection Panel Review

March 2023	Arts and Culture Commission Review and Approve
April 2023	Artwork agreements completed
May 2023	Installation of Artworks

CONTENTS OF SUBMISSION

1. Up to **8 images** representing existing artwork(s) for loan AND/OR visual representations of Preliminary Artwork Concepts in the form of digital models, sculptural maquettes, photographs, drawings, or sketches. Do not attach one portfolio file with multiple images/information. Applications that do not follow the requested format will not be considered complete and will not be accepted.
2. **Artwork Description and Statement:** Applicants will be asked to provide a brief description of the proposed artwork(s) including title and date, description of materials, dimensions, weight and durability, estimated value of the artwork; and exhibition history. Applicants will also be asked to describe their relevant experience and why the submitted artwork(s) or artwork concept is appropriate for the Rotating Public Art Program.
3. **Resume/CV** including name, mailing address, phone number(s), email and website (if applicable).

All application materials are to be submitted digitally through the application portal provided on the City’s Cultural Affairs website. The City will not accept physical applications in any form.

EVALUATION PROCEDURES AND CRITERIA

Per the Capital Public Art Program Guidelines, a panel of local Neighborhood Arts Associates, Arts & Culture Commissioners and relevant City Staff will be assembled to review submittals in response to the Request for Proposals. The Selection Panel will consider the ability of the proposed artwork to enrich the public environment and enhance the public’s appreciation of contemporary art from diverse fields of practice and artistic points of view.

A.	Artwork demonstrates excellence in aesthetic quality, workmanship, innovation, creativity and broadens the diversity of artworks exhibited in the City of Pasadena.	50%
B.	Applicant demonstrates experience in successfully completing artworks of a similar scope, scale, budget, and complexity, or the ability to articulate how they would be able to bring the necessary artistic and technical skills to the project.	20%
C.	Artwork demonstrates feasibility in terms of durability, safety, maintenance, operation and appropriate use of scale, form, materials, and construction methods suitable for artwork on public display.	20%

D.	Local Pasadena Business: To receive a 5% preference as a local business, the PROPOSER shall have an official business address within the City of Pasadena from the date/time that this proposal is officially posted.	5%
E.	Small and Micro-Businesses: To receive a 5% preference, PROPOSER must be certified by the State of California as a small or micro-business - http://www.pd.dgs.ca.gov/smbus/sbcert.htm .	5 %
	TOTAL	100 %

ARTWORK FOOTINGS & ATTACHMENT POINT

Applicants may wish to review the Artwork Footings and Attachment Point document included in this RFP. Artworks do not need to comply with these specifications to be considered for this opportunity. With support from City Staff, the artists/teams will be responsible for ensuring artworks fit these attachment points once final selections have been made and contracting has completed.

GENERAL REQUIREMENTS

If selected for this opportunity, artists/teams will be required to comply with the City’s General Requirements, which may include, but is not limited to: *Pasadena Living Wage Ordinance, Standard terms and conditions, Pasadena Business License, or Conflict of Interest Statement*. These items are not required to apply for this opportunity but may be required prior to the City’s award of the artist contract.

INSURANCE REQUIREMENTS

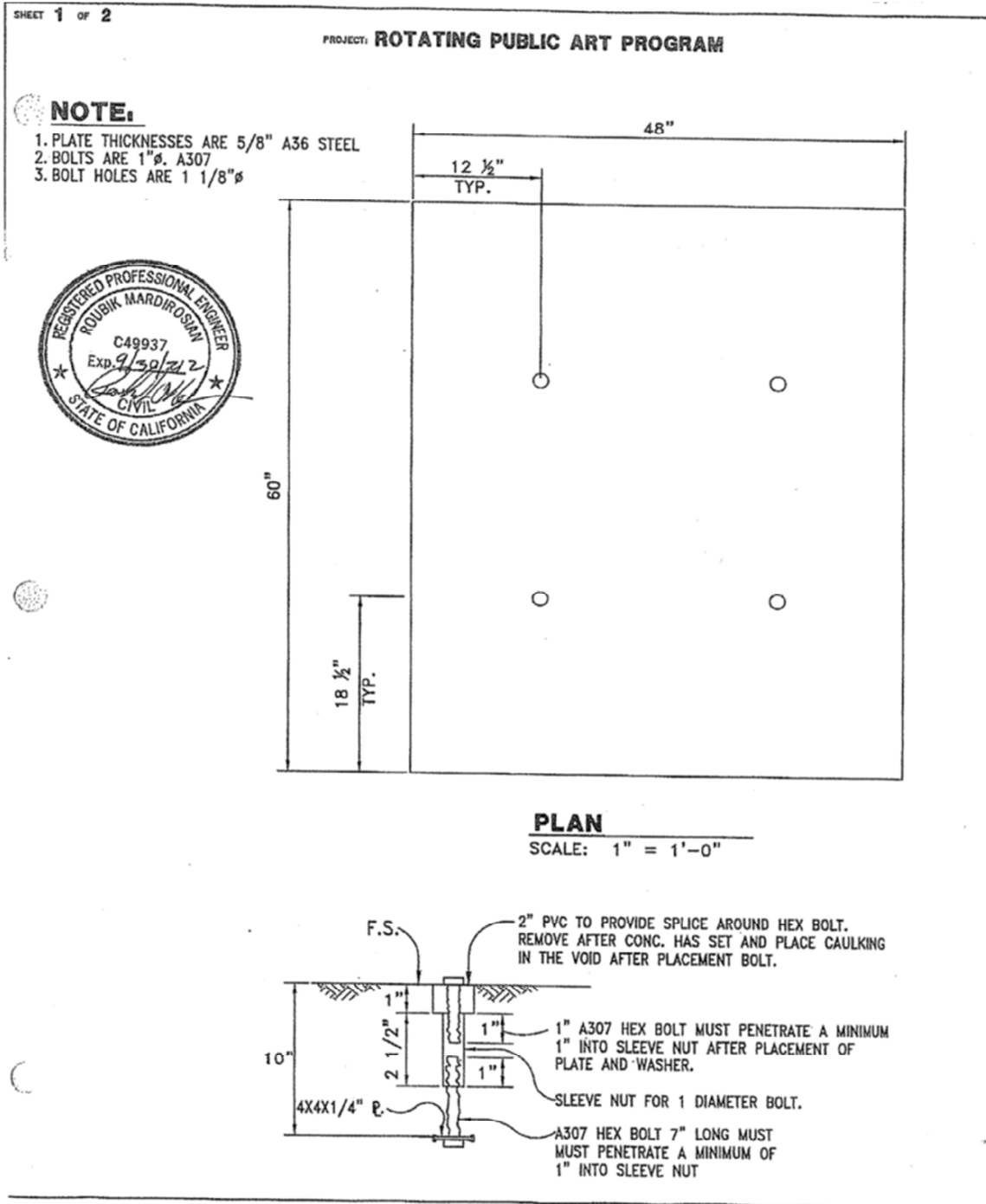
If selected for this opportunity, artists/teams will be required to comply with the City’s Insurance Requirements. See attached Insurance Requirements document included in this RFP for additional details. Proof of Insurance is not required to apply for this opportunity but may be required prior to the City’s award of the artist contract.

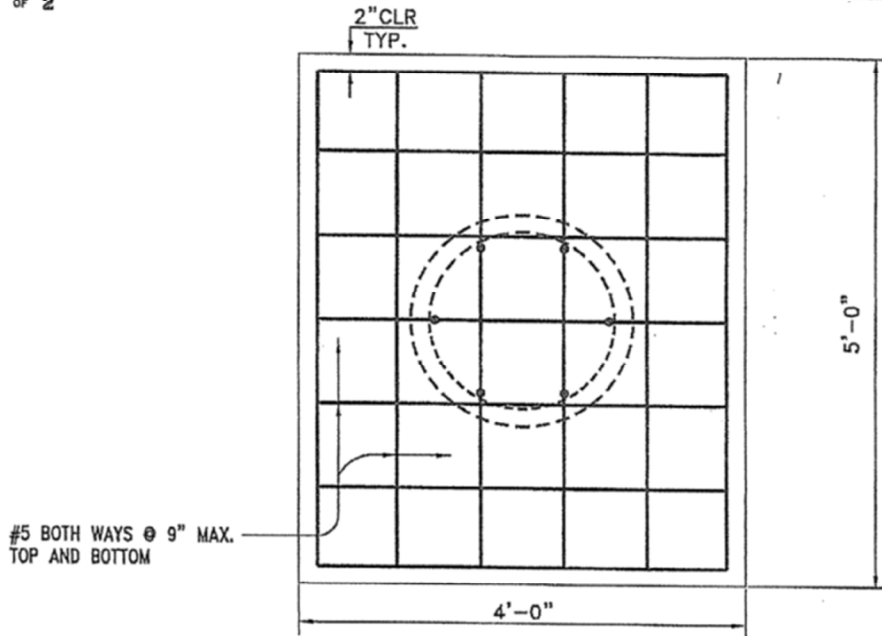
SERVICE CONTRACT SAMPLES

Applicants may wish to review the sample contract (Site-Specific and Extant) included in this RFP. Contract samples are subject to change, as needed.

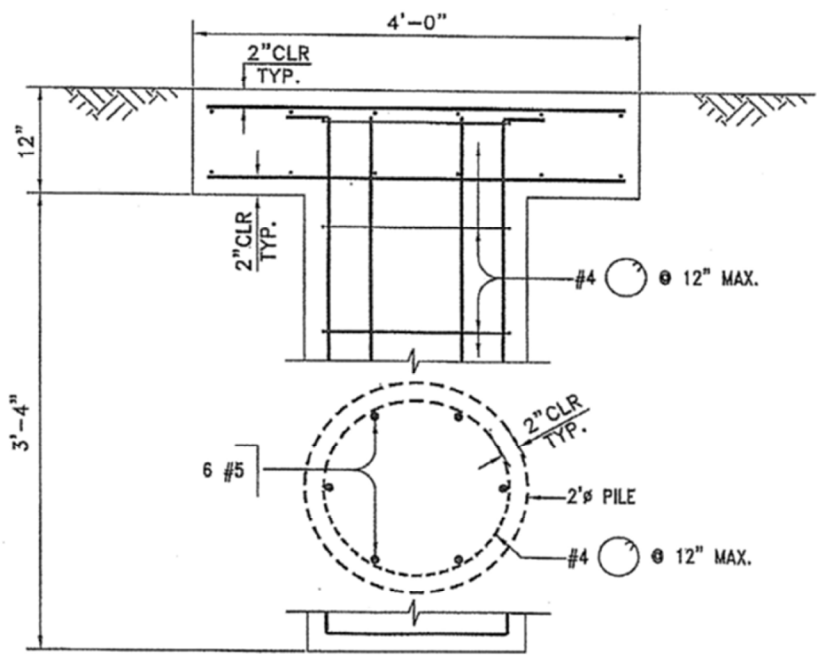
Artwork Footing & Attachment Point

With support from City Staff, the artist will be responsible for ensuring artworks fit these attachment points once final selections have been made.





PLAN
SCALE: 3/4" = 1'-0"



ELEV.
SCALE: 3/4" = 1'-0"



Insurance Requirements – General (Most Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by Contractor.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. The policy shall include broad form contractual liability coverage.
2. **Automobile Liability:** ISO Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Contractor should check with Contractor’s insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure Contractor’s obligations under this agreement. These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover Contractor’s liability under this agreement. These insurance requirements shall not in any way relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this agreement or law. These insurance requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage required, which are applicable to any given loss, shall be available to City.

The insurance to be provided by Contractor under this agreement shall not include any endorsement limiting coverage available to City that is otherwise required herein; and any policy or endorsement language that (i) negates coverage to City for City’s own negligence; (ii)

limits the duty to defend City under the policy; (iii) provides coverage to City only if Contractor is negligent, or (iv) permits the recovery of defense costs from any additional insured. The insurance provided under this agreement shall not contain any restrictions or limitations which are inconsistent with City's rights under this agreement.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Pasadena, its City Council, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability additional insured coverage shall be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 (ongoing operations) and CG 20 37 (completed operations).

Severability of Interests (Cross-Liability)

A severability of interest provision must apply for all the additional insureds, ensuring that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer's limits of liability.

Primary Coverage

For any claims related to this contract, Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects City, its City Council, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by City, its City Council, its officers, officials, employees, agents, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Notice of Cancellation/Change in Coverage

Each insurance policy required above shall state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, non-renewed, or materially changed except after thirty (30) days' prior written notice has been given to City, except that ten (10) days' prior written notice shall apply in the event of cancellation for non-payment of premium. Prior written notice shall be sent to City pursuant to the Notices/Ship To provisions of this agreement.

Waiver of Subrogation

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of Contractor may acquire against City, its City Council, its officers, officials, employees, agents, and volunteers from Contractor by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A:VII. The current A.M. Best rating for each insurer shall be noted on the Certificate(s) of Insurance.

Certificate Holder

Certificate Holder on each insurance certificate shall be addressed pursuant to the Notices/Ship To provisions of this agreement.

Verification of Coverage

Contractor shall furnish City with original certificates and all required amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. A statement on an insurance certificate will not be accepted in lieu of the actual endorsements required herein. Each insurance certificate shall specifically identify this agreement. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Failure to Maintain Insurance Coverage

If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this contract, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this contract at any time and obtain damages from Contractor resulting from said breach. Alternatively, City may purchase such coverage (but has no special obligation to do so), and without further notice to Contractor, the City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.

Special Risks or Circumstances

City reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



Services Contract #

City of Pasadena
Memorandum of Understanding and Loan Agreement (Agreement)

Rotating Public Art Exhibition Program – SITE-SPECIFIC Artwork

This Agreement is made on this ____ day of _____, 202__, at Pasadena, California, by and between the City of Pasadena, a municipal corporation, located at 100 N. Garfield Ave., Pasadena, California 91101 (hereinafter referred to as the "City") and _____ (hereinafter referred to as the "Artist").

RECITALS

- A. The City wishes to mount a temporary public exhibition (the "Exhibition") of certain site-specific artwork/s (the "Artwork") by the Artist which will be developed in adherence to the scope and process outlined in Exhibit A to this Agreement.
- B. The Exhibition will be mounted for thirty-six (36) months.
- C. Artist warrants that he/she possesses all rights and authority necessary to develop and lend the Artwork and to enter into this Agreement.
- D. Artist wishes to develop and lend the Artwork to the City for the purposes of a Rotating Public Art Program in various public spaces in the City.

NOW, THEREFORE, the City and Artist mutually agree as follows:

1. Authority to Enter into Agreement

Artist warrants that Artist is owner of the Artwork and has all rights to lend the Artwork to the City for public exhibition and to enter into this Agreement. City warrants that it is duly authorized to enter into this Agreement and perform its obligations hereunder, and has received all necessary third party consents and approvals to perform such obligations.

2. Loan Period

The Exhibition will span approximately 36 months. The Exhibition shall consist of free-standing sculpture developed specifically by the Artist for the site located at _____ as detailed in Exhibit A.

Artwork shall be deemed on loan to the City during the entire period that Artwork remains in the City's custody and control (the "Loan Period"). The Loan Period shall commence upon the City's completion of a Condition Report when the Artwork is assessed upon its delivery to the site. The Loan Period shall conclude upon the Artwork's removal from the site.

The terms of this agreement may be extended by mutual agreement of both parties in writing.

3. Development of Site-Specific Artwork

The Artist shall develop and submit to the City for approval a detailed Proposal for their site-specific Artwork that includes all of the elements detailed in this Agreement's Exhibit A and adheres to the process outlined therein.

4. Changes in the Artwork

After the Artist submits a detailed Proposal that has been approved by the City, any significant change that the Artist intends for the Artwork that is not in substantial conformity with the approved Proposal must first be submitted in writing to the City representative for review and approval. A significant change is any change which affects the formal elements, timeline, installation or removal of the Artwork, or the concept of the Artwork as presented in the Proposal.

5. Suitability of Artwork

In the event that the City determines that the loaned Artwork cannot be installed safely and in accordance with applicable codes, laws and regulations, the Artist agrees to amend the Artwork in accordance with the City's request, acknowledging that time is of the essence. In the event that the Artist is unable to redesign the Artwork to the City's satisfaction, this Agreement is terminated subject to paragraph 10.

6. Artist Responsibilities

Artist shall remain accessible to communications from the City and agrees to be responsive within a reasonable timeframe should questions arise regarding Proposal development, progress on developing Artwork, installation/deinstallation logistics, confirmation of Artwork specifications, Artwork maintenance, or any other issues specific to the Exhibition of the Artwork through the duration of this Agreement.

The City shall have the right to inspect the Artwork at reasonable times prior to installation. Artwork must meet City requirements, including RFP selection criteria, durability and solid construction requirements and, if it does not, City is not liable for damage caused by said failure or any required repairs.

The Artist will be responsible for physically transporting the Artwork to the site, including all expenses related to delivery. The Artist shall notify the City when the Artwork is ready for delivery and work with the City to coordinate the timing. Delivery needs to occur in sync with installation by the City-hired contractor. Scheduling will be initiated with the Artist by the City and confirmed for a time that is mutually agreeable to both parties. The Artist must remain on site after delivery to oversee the installation and may assist to ensure that the installation is in conformance with the approved Artwork as proposed.

Upon delivery, the Artwork should be clean--including newly applied surface coatings and finishes--and in condition to be installed in an outdoor location for the duration of the Loan Period. Artist will provide cleaning instructions, including details of any special cleaning products that may be required, at the time of Artwork installation. This information will all be included in the Condition Report, completed by the City when the Artwork arrives at the site.

Aside from general cleaning that the City may oversee, Artwork included in the Exhibition is not intended to require any repairs during the Loan Period. Should any minor repairs emerge that need to be addressed, the Artist will be responsible for making those repairs and the City shall provide the Artist reasonable access to the site to conduct such repairs.

Any press or promotional materials regarding the site-specific Artwork that the Artist generates for the Exhibition should acknowledge the City of Pasadena Public Art Program as the Commissioning Agency and a copy should be provided to the City for its files.

Artist will remove the Artwork at the end of the Loan Period in accordance with paragraph 8.

7. City Responsibilities

The City shall exercise the same care with respect to the Artwork as it does in comparable property of its own during the Loan Period.

The City shall provide a City-hired contractor for the installation and deinstallation of the Artwork at the specified location.

The City is responsible for the installation of plaques or text information at the site crediting the Artist for the Artwork.

The City will provide:

- Installation and de-installation of Artwork by a City-hired contractor
- Outreach and advertising about the Exhibition
- Foundation, pads, and identification signage
- Property/Fine Art Insurance during Artwork's Loan Period
- Maximum of 100 full color printed brochures
- Link to professional artist web site on City web page that features the Exhibition

a. Repair to Artwork

In the event the Artwork is damaged during the Loan Period, the City shall determine if the Artwork should be repaired or removed. Should the Artwork require significant repair, no repair shall be made unless authorized and approved by the City. If vandalism or acts of nature or accidents occur, Artist will be given first opportunity to assess the damage and estimate a reasonable repair amount. At its sole discretion, the City may also request a repair estimate from a conservator in lieu of the Artist. Any repair over \$replacement cost identified by the Artist is at the City's sole discretion. The City reserves the right to pay for repair and opt not to reinstall Artwork after repair is complete.

If the City requests that the Artwork be removed due to damage, Artist shall do so within a reasonable time frame understanding that time is of the essence. Artist shall cooperate with the decision of the City and immediately remove or consent to repair of said Artwork if requested to do so by the City.

b. Replacement: The City agrees to insure the Artwork during the Loan Period. Artist attests that the confirmed market value of the Artwork on the date of this Agreement is \$_____, with a replacement cost of \$_____, and that these values will remain current specific to this Agreement through its duration. By executing this Agreement, the City confirms that these values have been reviewed and accepted by Cultural Affairs staff.

It is agreed that if the Artwork is damaged, destroyed or stolen, City will pay the deductible on its insurance policy that allows a maximum of \$(replacement cost identified above) for repair or replacement of the Artwork, or the Artist's stated market value of \$(market value identified above) in the case that the Artwork cannot be repaired or replaced.

8. Removal of Artwork

The Artist shall be responsible for all transportation and costs associated with the removal of the Artwork from the site immediately following deinstallation of the Artwork by the City-hired contractor. After removal of the Artwork, Artist shall return the site to the pre-installation condition to the satisfaction of the City. Scheduling will be initiated with the Artist by the City and confirmed for a time that is mutually agreeable to both parties.

9. City Purchase of the Artwork

The City reserves the right of first refusal to negotiate with the Artist the potential to purchase the Artwork for inclusion in the City of Pasadena permanent art collection.

10. Compensation and Payment Schedule

The Artist understands and agrees that he or she will receive \$12,000 in payment for the development and loan of the Artwork which shall constitute full compensation for all services to be performed and materials to be provided by the Artist pursuant to this Agreement, subject to the satisfaction of the following milestones, on submission of invoices by the Artist in accordance with the following schedule:

- (1) \$500 upon execution of this Agreement;
- (2) \$1000 upon Arts & Culture Commission’s approval of the final proposal;
- (3) \$2000 upon satisfactory inspection of the Artwork by the City-- either at the Artist’s studio or via other methods of documentation--after significant development of the Artwork has occurred;
- (4) \$6500 upon City’s written verification that the Artwork has been installed to the satisfaction of the City and;
- (5) \$2000 upon removal of Artwork at the successful completion of the contracted Loan Period and return of the site to its pre-installation condition to the satisfaction of the City.

The payment schedule may be altered if the City opts to halt the project due to dissatisfaction with the Artist’s ability to fulfill the Agreement, or if the completed Artwork is damaged after being installed and the City opts to not reinstall the Artwork.

11. Insurance Requirements Artist shall, at their own expense, procure and maintain policies of insurance of the types and in the amounts set forth below. The policies shall state that they afford primary coverage.

Workers’ Compensation Coverage. Artist shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. Compliance is accomplished in one of the following manners:

- A. Provide copy of permissive self-insurance certificate approved by the State of California; or
- B. Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of \$1,000,000 per accident. The policy

shall be endorsed to waive all rights of subrogation against City, its directors, commissioners, officers, employees, and volunteers for losses arising from performance of this Contract; or

- C. Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Contract. City's Liability Claims Division or the Cultural Affairs Division may provide form upon request.

Automobile Liability Coverage. For the purpose of the Artist's travel specific to this contract for the duration of its term, the Artist must have Automobile Liability with State of California with minimum limits of at least \$100,000/\$300,000 if written on a personal automobile liability form, for using a personal vehicle; or an amount of \$500,000 including owned, hired, and non-owned liability coverage if written on a Commercial automobile liability form.

Commercial General Liability Coverage. At the sole discretion of the City, if the Artist is allowed to perform significant work on City property—work that requires the use of heavy tools or machinery, for example—they must have Commercial General Liability Coverage. General Liability with minimum limits of at least \$1,000,000 combined single limits written on an Insurance Services Office (ISO) Comprehensive General Liability "occurrence" form or its equivalent for coverage on an occurrence basis. Premises/Operations, Product Completed, Artwork Copyright, and Personal Injury coverage is required. The City of Pasadena, its directors, commissioners, officers, employees, agents and volunteers must be endorsed on the policy as additional insureds as respects liability arising out of the Artist's performance of this Contract.

If Artist employs other contractors as part of the services rendered, Artist's Protective Coverage is required. Artist may include all subcontractors as insureds under its own policy or shall furnish separate insurance for each subcontractor, meeting the requirements set forth herein.

Artwork copyright coverage may also be provided as a separate policy at the sole discretion of the artist. The City is not responsible for any third party copyright infringement.

12. Use of Images

The City shall have the right to reproduce, distribute, and/or or display representations of the Artwork in any non-commercial manner whatsoever. For the purpose of this limitation, the reproduction, representation, distribution and display of the Artwork or materials, designed to promote the City, its services, or to attract visitors or businesses, shall be deemed non-commercial.

13. No Oral Modification

This Agreement represents the complete understanding of the parties and there are no other agreements between the parties express or implied with respect to the subject matter herein. Any modification to this Agreement must be accomplished in a written instrument signed by both parties.

14. Contract Administration

a. City’s Representative. Unless otherwise designated in writing, Wendy Miller, Public Art Curator, shall serve as the City’s representative for the administration of the project. All activities performed under this Agreement shall be coordinated with this person. Any notification required under this contract shall be made to the Cultural Affairs Manager located at 175 N. Garfield Ave., Pasadena, CA 91101.

b. Artist’s Representative. Artist shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding. Any notification required under this contract shall be made to the Artist located at (insert artist’s address).

15. Additional Terms and Conditions

The Terms and Conditions of Purchase Order Contract – City of Pasadena are attached hereto as Exhibit C and incorporated herein by reference. In addition, the Artist is referred to as Vendor therein. In the event of a conflict between the Terms and Conditions and this Agreement, this Agreement governs notwithstanding the provisions of paragraph 1(d) of the Terms and Conditions. Paragraph 1(d), 5, 6 (b), 7, 8, 13 and 14 of the Terms and Conditions do not apply to this Agreement. Re: 10 (business license) I’m awaiting a reply from Elaine Salas.

IN WITNESS WHEREOF, the parties have executed this Agreement the ___ day of _____, 201__.

(Cultural Affairs staff will add Artist’s Name) Date
Artist

CITY OF PASADENA:

Date

Purchasing Administrator

Reviewed as to Form:

Date

Assistant City Attorney

ATTEST:

City Clerk

Date

EXHIBIT A

Development of Site-Specific Proposal

The Artist contracted in this Agreement agrees to submit a detailed Proposal to Cultural Affairs staff by:
(date) _____ that includes the following:

- Conceptual narrative describing the form and content of proposed Artwork, including elaboration on how the Artwork is responsive to the site located at _____ where it's intended for installation
- Working drawings/images
- Material specifications, including any recommendations for cleaning procedures/products, should the City opt to clean the Artwork during the Loan Period
- Length, height & width (in inches) – including Artwork's base infrastructure (if applicable)
- Weight (in lbs.) - including Artwork's base infrastructure (if applicable)
- Installation diagram (for connecting the artwork to the concrete pad) that includes specifications of anchor attachments:
 - 1) number of holes;
 - 2) size of holes;
 - 3) dimensions between holes;
 - 4) type of material to be connected to concrete; and
 - 5) thickness of material being connected to concrete
 - 6) installation hardware
- Specifications regarding installation needs and recommended installation methods
- Timeline outlining benchmarks for developing the finished Artwork, ready for installation, after the Arts & Culture Commission has approved the Proposal



Services Contract #

City of Pasadena
Memorandum of Understanding and Loan Agreement (Agreement)

Rotating Public Art Exhibition Program – EXTANT Artwork

This Agreement is made on this ____ day of _____, 202__, at Pasadena, California, by and between the City of Pasadena, a municipal corporation, located at 100 N. Garfield Ave., Pasadena, California 91101 (hereinafter referred to as the “City”) and _____ (hereinafter referred to as the "Artist").

RECITALS

- A. The City wishes to mount a temporary public exhibition (the “Exhibition”) of certain artwork/s (the “Artwork”) by the Artist a description of which is attached as Exhibit A to this Agreement.
- B. The Exhibition will be mounted for thirty six (36) months.
- C. Artist warrants that he/she possesses all rights and authority necessary to lend the Artwork and to enter into this Agreement.
- D. Artist wishes to lend the Artwork to the City for the purposes of a Rotating Public Art Program in various public spaces in the City.

NOW, THEREFORE, the City and Artist mutually agree as follows:

1. Authority to Enter into Agreement

Artist warrants that Artist is owner of the Artwork and has all rights to lend the Artwork to the City for public exhibition and to enter into this Agreement. City warrants that it is duly authorized to enter into this Agreement and perform its obligations hereunder, and has received all necessary third party consents and approvals to perform such obligations.

2. Loan Period

The Exhibition will span thirty six (36) months. The Exhibition shall consist of free standing sculpture titled _____ to be located at _____ as detailed in Exhibit A.

Artwork shall be deemed on loan to the City during the entire period that Artwork remains in the City's custody and control (the "Loan Period"). The Loan Period shall commence upon the City's completion of a Condition Report when the Artwork is assessed upon its delivery to the site and shall continue for thirty six (36) months after which time the Loan Period shall conclude upon the Artwork's removal from the site.

The terms of this agreement may be extended by mutual agreement of both parties in writing.

3. Suitability of Artwork

In the event that the City determines that the loaned Artwork cannot be installed safely and in accordance with applicable codes, laws and regulations, the Artist agrees to amend the Artwork in accordance with the City's request, acknowledging that time is of the essence. In the event that the Artist is unable to redesign the Artwork to the City's satisfaction, this Agreement is terminated subject to paragraph 8.

4. Artist Responsibilities

Artist shall remain accessible to communications from the City and agrees to be responsive within a reasonable timeframe should questions arise regarding installation/deinstallation logistics, confirmation of Artwork specifications, Artwork maintenance, or any other issues specific to the Exhibition of the Artwork through the duration of this Agreement.

The City shall have the right to inspect the Artwork at reasonable times prior to installation. Artwork must meet City requirements, including RFP selection criteria, durability and solid construction requirements and, if it does not, City is not liable for damage caused by said failure or any required repairs.

The Artist will be responsible for physically transporting the Artwork to the site, including all expenses related to delivery. The Artist shall notify the City when the Artwork is ready for delivery and work with the City to coordinate the timing. Delivery needs to occur in sync with installation by the City-hired contractor. Scheduling will be initiated with the Artist by the City and confirmed for a time that is mutually agreeable to both parties. The Artist must remain on site after delivery to oversee the installation and may assist to ensure that the installation is in conformance with Exhibit A.

Upon delivery, the Artwork should be clean--including newly applied surface coatings and finishes--and in condition to be installed in an outdoor location for the duration of the Loan Period. Artist will provide cleaning instructions, including details of any special cleaning products that may be required, at the time of Artwork installation. This information will all be included in the Condition Report, completed by the City when the Artwork arrives at the site.

Aside from general cleaning that the City may oversee, Artwork included in the Exhibition is not intended to require any repairs during the Loan Period. Should any minor repairs emerge that need to be addressed, the Artist will be responsible for making those repairs and the City shall provide the Artist reasonable access to the site to conduct such repairs.

Any press or promotional materials regarding the Artwork that the Artist generates for the Exhibition should acknowledge the City of Pasadena Public Art Program and a copy should be provided to the City for its files.

Artist will remove the Artwork at the end of the Loan Period in accordance with paragraph 6.

5. City Responsibilities

The City shall exercise the same care with respect to the Artwork as it does in comparable property of its own during the Loan Period.

The City shall provide a City-hired contractor for the installation and deinstallation of the Artwork at the specified location.

The City is responsible for the installation of plaques or text information at the site crediting the Artist for the Artwork.

The City will provide:

- Installation and de-installation of Artwork by a City-hired contractor
- Outreach and advertising about the Exhibition
- Foundation, pads, and identification signage
- Property/Fine Art Insurance during Artwork's Loan Period
- Maximum of 100 full color printed brochures
- Link to professional artist web site on City web page that features the Exhibition

a. Repair to Artwork

In the event the Artwork is damaged during the Loan Period, the City shall determine if the Artwork should be repaired or removed. Should the Artwork require significant repair, no repair shall be made unless authorized and approved by the City. If vandalism or acts of nature or accidents occur, Artist will be given first opportunity to assess the damage and estimate a reasonable repair amount. At its sole discretion, the City may also request a repair estimate from a conservator in lieu of the Artist. Any repair over \$ _____ (replacement cost identified by the Artist below) is at the City's sole

discretion. The City reserves the right to pay for repair and opt not to reinstall Artwork after repair is complete.

If the City requests that the Artwork be removed due to damage, Artist shall do so within a reasonable time frame understanding that time is of the essence. Artist shall cooperate with the decision of the City and immediately remove or consent to repair of said Artwork if requested to do so by the City.

b. Replacement: The City agrees to insure the Artwork during the Loan Period. Artist attests that the confirmed market value of the Artwork on the date of this Agreement is \$_____, with a replacement cost of \$_____, and that these values will remain current specific to this Agreement through its duration. By executing this Agreement, the City confirms that these values have been reviewed and accepted by Cultural Affairs staff.

It is agreed that if the Artwork is damaged, destroyed or stolen, City will pay the deductible on its insurance policy that allows a maximum of \$_____ (*replacement cost identified above*) for repair or replacement of the Artwork, or the Artist's stated market value of \$_____ (*market value identified above*) in the case that the Artwork cannot be repaired or replaced.

6. Removal of Artwork

The Artist shall be responsible for all transportation and costs associated with the removal of the Artwork from the site immediately following deinstallation of the Artwork by the City-hired contractor. After removal of the Artwork, Artist shall return the site to the pre-installation condition to the satisfaction of the City. The removal of the Artwork shall occur after the conclusion of the thirty six (36) month loan period. Scheduling will be initiated with the Artist by the City and confirmed for a time that is mutually agreeable to both parties.

7. City Purchase of the Artwork

The City reserves the right of first refusal to negotiate with the Artist the potential to purchase the Artwork for inclusion in the City of Pasadena permanent art collection.

8. Compensation and Payment Schedule

The Artist understands and agrees that he or she will receive \$8,000 in payment for the loan of the Artwork which shall constitute full compensation for all services to be performed and materials to be provided by the Artist pursuant to this Agreement, subject to the satisfaction of the following milestones, on submission of invoices by the Artist in accordance with the following schedule:

(1) \$1000 upon the execution of this Agreement;

(6) \$1000 upon City's confirmation of installation logistics with the Artist;

- (7) \$5000 upon City's written verification that the Artwork has been installed to the satisfaction of the City and;
- (8) \$1000 upon removal of Artwork at the successful completion of the contracted Loan Period and return of the site to its pre-installation condition to the satisfaction of the City.

The payment schedule may be altered if the City opts to halt the project due to dissatisfaction with the Artist's ability to fulfill the Agreement, or if the completed Artwork is damaged after being installed and the City opts to not reinstall the Artwork.

9. Insurance Requirements Artist shall, at their own expense, procure and maintain policies of insurance of the types and in the amounts set forth below. The policies shall state that they afford primary coverage.

Workers' Compensation Coverage. Artist shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. Compliance is accomplished in one of the following manners:

- A. Provide copy of permissive self-insurance certificate approved by the State of California; or
- B. Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of \$1,000,000 per accident. The policy shall be endorsed to waive all rights of subrogation against City, its directors, commissioners, officers, employees, and volunteers for losses arising from performance of this Contract; or
- C. Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Contract. City's Liability Claims Division or the Cultural Affairs Division may provide form upon request.

Automobile Liability Coverage. For the purpose of the Artist's travel specific to this contract for the duration of its term, the Artist must have Automobile Liability with State of California with minimum limits of at least \$100,000/\$300,000 if written on a personal automobile liability form, for using a personal vehicle; or an amount of \$500,000 including owned, hired, and non-owned liability coverage if written on a Commercial automobile liability form.

Commercial General Liability Coverage. At the sole discretion of the City, if the Artist is allowed to perform significant work on City property they must have Commercial General Liability Coverage to include Premises Liability and Personal Injury, with minimum limits of at least \$1,000,000 combined single limits written on an Insurance Services Office (ISO) Comprehensive General Liability "occurrence" form or its equivalent for coverage on an occurrence basis. The City of Pasadena, its directors, commissioners, officers, employees, agents and volunteers must be endorsed on the policy as additional insured as respects liability arising out of the Artist's performance of this Contract.

If Artist employs other contractors as part of the services rendered, Artist's Protective Coverage is required. Artist may include all subcontractors as insureds under its own policy or shall furnish separate insurance for each subcontractor, meeting the requirements set forth herein.

Artwork copyright coverage may also be provided as a separate policy at the sole discretion of the artist. The City is not responsible for any third party copyright infringement.

10. Use of Images

The City shall have the right to reproduce, distribute, and/or or display representations of the Artwork in any non-commercial manner whatsoever. For the purpose of this limitation, the reproduction, representation, distribution and display of the Artwork or materials, designed to promote the City, its services, or to attract visitors or businesses, shall be deemed non-commercial.

11. No Oral Modification

This Agreement represents the complete understanding of the parties and there are no other agreements between the parties express or implied with respect to the subject matter herein. Any modification to this Agreement must be accomplished in a written instrument signed by both parties.

12. Contract Administration

a. City's Representative. Unless otherwise designated in writing, Wendy Miller, Public Art Curator, shall serve as the City's representative for the administration of the project. All activities performed under this Agreement shall be coordinated with this person. Any notification required under this contract shall be made to the Cultural Affairs Manager located at 175 N. Garfield Ave., Pasadena, CA 91101.

b. Artist's Representative. Artist shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding. Any notification required under this contract shall be made to the Artist located at (insert artist's address).

13. Additional Terms and Conditions

The Terms and Conditions of Purchase Order Contract – City of Pasadena are attached hereto as Exhibit C and incorporated herein by reference. In addition, the Artist is referred to as Vendor therein. In the event of a conflict between the Terms and Conditions and this Agreement, this Agreement governs notwithstanding the provisions of paragraph 1(d) of the Terms and Conditions. Paragraph 1(d), 5, 6 (b), 7, 8, 13 and 14 of the Terms and Conditions do not apply to this Agreement and Paragraph 10 only applies at the time of execution of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the ____ day of _____, 202_.

(Artist's Name)

Date

Artist

CITY OF PASADENA:

Purchasing Administrator

Date

Reviewed as to Form:

Assistant City Attorney

Date

ATTEST:

City Clerk

Date

EXHIBIT A

(Cultural Affairs to insert specs associated with Artist's selected Extant Artwork)

EXHIBIT B

(Artist to insert proof of Insurance Requirements applicable to this Agreement)

_____ **Workers' Compensation Coverage.** Artist shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. Compliance is accomplished in one of the following manners:

- A. Provide copy of permissive self-insurance certificate approved by the State of California; or
- B. Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of \$1,000,000 per accident. The policy shall be endorsed to waive all rights of subrogation against City, its directors, commissioners, officers, employees, and volunteers for losses arising from performance of this Contract; or
- C. Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Contract. City's Liability Claims Division or the Cultural Affairs Division may provide form upon request.

_____ **Automobile Liability Coverage.** For the purpose of the Artist's travel specific to this contract for the duration of its term, the Artist must have Automobile Liability with State of California with minimum limits of at least \$100,000/\$300,000 if written on a personal automobile liability form, for using a personal vehicle; or an amount of \$500,000 including owned, hired, and non-owned liability coverage if written on a Commercial automobile liability form.

_____ **Commercial General Liability Coverage.** At the sole discretion of the City, if the Artist is allowed to perform significant work on City property they must have Commercial General Liability Coverage to include Premises Liability and Personal Injury, with minimum limits of at least \$1,000,000 combined single limits written on an Insurance Services Office (ISO) Comprehensive General Liability "occurrence" form or its equivalent for coverage on an occurrence basis. The City of Pasadena, its directors, commissioners, officers, employees, agents and volunteers must be endorsed on the policy as additional insured as respects liability arising out of the Artist's performance of this Contract.

_____ If Artist employs other contractors as part of the services rendered, **Artist's Protective Coverage** is required. Artist may include all subcontractors as insureds under its own policy or shall furnish separate insurance for each subcontractor, meeting the requirements set forth herein.

_____ **Artwork Copyright Coverage** may also be provided as a separate policy at the sole discretion of the artist. The City is not responsible for any third party copyright infringement.