



PUBLIC ART – 2015 REQUEST FOR PROPOSALS (RFP)

Public Art at the Maritime Pier

project description	Design, construct and place outdoor artwork at the Maritime Pier in Gig Harbor, WA.
budget	\$50,000.00 **
proposal due date	April 30, 2015
selection	May 12, 2015
award notification	June 30, 2015
installation	December, 2015

This Project is open to all practicing, professional artists residing and/or maintaining a business in the Pacific Northwest including Alaska. The call is open to any artist, 18 years or older. Puget Sound area artists are strongly encouraged to apply for this Project.

** NOTE: The budget for this project includes all installation expenses.

1. Introduction

The City of Gig Harbor announces a search for qualified artists to design, create and install public art at the Maritime Pier located at 3303 Harborview Drive. The Gig Harbor Arts Commission (GHAC) will act as the review panel in the selection of the artwork and will make recommendations to the Gig Harbor City Council, which will have final approval authority.

2. Site Background

The Maritime Pier is a new public facility constructed in 2012 in the heart of downtown Gig Harbor at 3003 Harborview Drive. It provides limited loading/unloading use of a 152-ft drive-aboard pier for commercial fishing vessels, and pick-up/drop-off access from a 12-ft x 40-ft float for the general public. The site is a highly visible and prominent lot located in the Downtown Waterfront District of Gig Harbor. The site offers spectacular views of Gig Harbor Bay and the adjacent public parking lot serves the downtown. The pier is used by commercial fishermen to load and unload their vessels, by pleasure boaters, walkers and many visitors each day. The artwork will be located at the entrance of the pier to the south side of the decking.

3. Site History

The Maritime Pier is located at the site of the former *Stutz Fuel*. In the early 1900's, the dock provided a steady stream of customers for the *Westside Grocers* (now the Tides Tavern). The grocery store was built by Axel Uddenberg in 1910, who put his son, Bert, in charge as manager.

4. Design Scope

The GHAC is looking for a range of ideas with emphasis on the historic maritime influence of the waterfront district. The artwork shall be designed to reflect, inspire and delight the public up-close and from afar. The GHAC has identified the following qualities and characteristics that should be considered when designing this public art:

- Honor the maritime heritage of the District and incorporate physical, social, cultural and/or historical influences into the work
- The piece should be substantial in nature and compliment and/or incorporate existing landscape context and/or uses of the location
- Materials should be durable with minimum maintenance requirements and maximum resistance to vandalism
- Engage the community of Gig Harbor and visitors using this public space

5. Performance Scope

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

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

6. Physical Constraints (includes base)

The proposed work must:

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

7. Evaluation Criteria

Artist proposals will be evaluated according to:

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

8. Proposal Requirements

The Artist is to provide adequate information to demonstrate that he/she is qualified and capable of effectively accomplishing the project. Please provide the following information on 8½ by 11 paper. Submittal packet (one hard copy and one electronic version in PDF format) must be **received by the deadline of Thursday, April 30, 2015**. Incomplete or late applications will not be accepted.

- A. COVER SHEET
- B. PROFESSIONAL RESUME (up to 2 pages) including education and experience
- C. REFERENCES (minimum of 2) including current contact information and association
- D. PROJECT NARRATIVE –
 - Describe how the work relates to or functions with the site
 - Describe the materials, their durability and longevity
- E. EXAMPLES OF WORK
 - Submit examples (images) of most recent work
 - Include title, date, materials used, size and any relevant information
- F. GRAPHIC RENDERING
 - Image(s) of proposed design
- G. BUDGET
 - Budget may not exceed **\$50,000**
 - Total must include all costs including sales tax, and installation

Send one – 8-1/2” x 11” hard-copy and one PDF electronic version of your completed application to:

City of Gig Harbor Arts Commission
Attn: Molly Towslee
3510 Grandview Street
Gig Harbor, WA 98335

All proposals must be postmarked or delivered to the address above by **4 pm Thursday, April 30, 2015**. Proposals will not be returned. Please direct any questions to Molly Towslee at (253) 853-7613 or e-mail towsleem@cityofgigharbor.net

9. Assumptions

The following assumptions are being made:

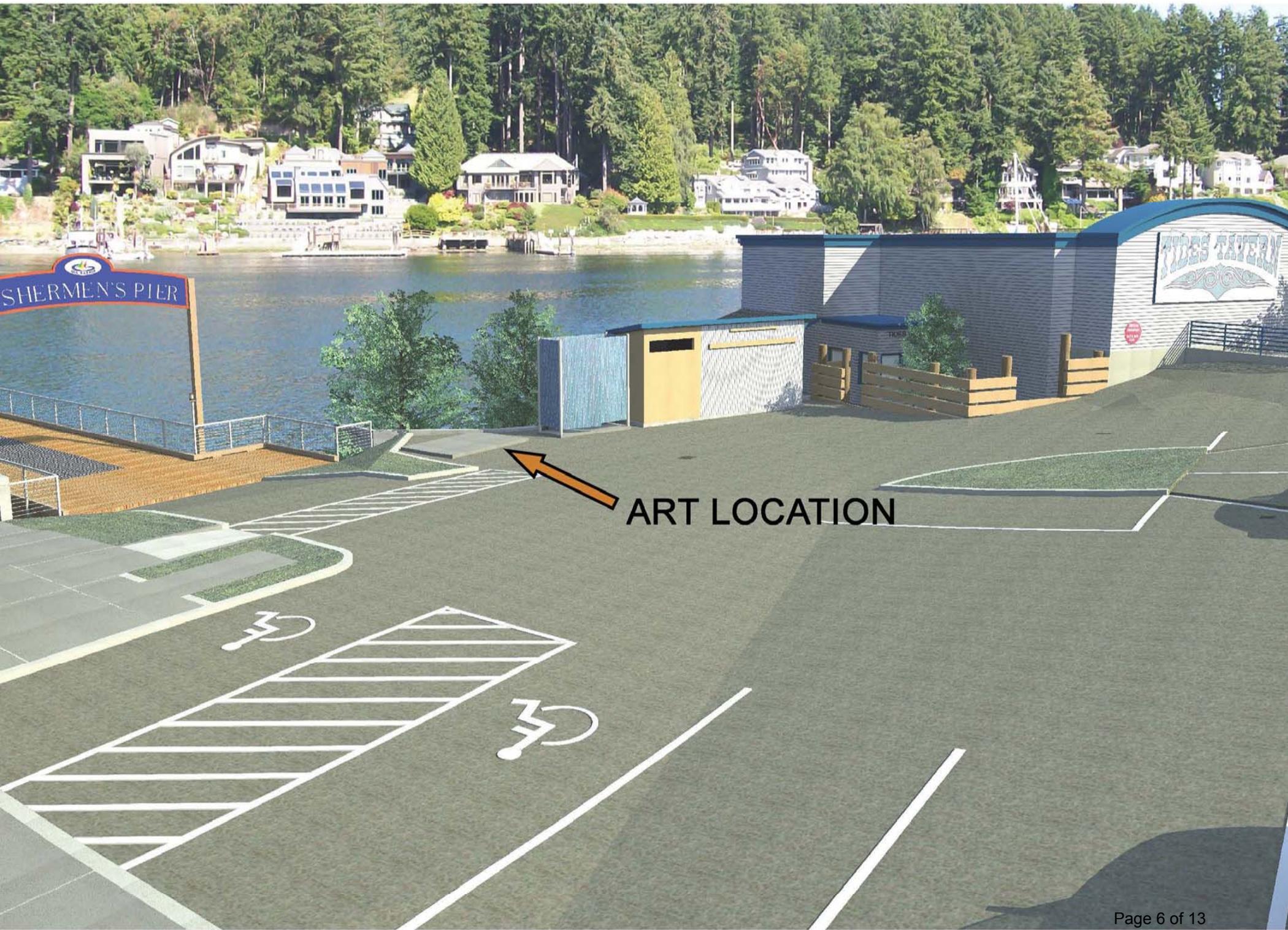
After a proposal has been selected, the City reserves the right to negotiate contract details with the artist. If negotiations fail for any reason, the City may choose to negotiate with others to obtain an appropriate contract for needed services. The City of Gig Harbor is free to reject all proposals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

10. Anticipated Project Schedule

RFP Responses Due	April 30, 2015 – 4:00 p.m.
GHAC Review of Proposals	May 12, 2015
Parks Commission Review	June 3, 2015
Public Works Committee Review	June 8, 2015
City Council Review and Decision	June 22, 2015
Award Notification	June 30, 2015

11. Exhibits

1. SITE DRAWING
2. SAMPLE CONTRACT



ART LOCATION



**ARTIST SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND**

ARTIST NAME

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and **artist name**, a **type of art medium**, (hereinafter the "Artist").

RECITALS

WHEREAS, the City desires that the Artist perform services necessary to create and place a piece of artwork at the **MARITIME PIER** (the "Site"); and

WHEREAS, the City does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of the Artist to provide the necessary services for the project; and

WHEREAS, the Artist has represented to the City that the Artist has the education, training and expertise to provide the necessary services for the project and has signified a willingness to furnish artistic services to the City;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

Section 1. Retention of Artist - Scope of Work

The City hereby retains the Artist to provide the artistic services herein described, and the Artist agrees to provide artwork to the City, as described in **Exhibit A**, attached hereto and incorporated herein.

A. The Artist shall provide the City with the Artwork by performing all services and work on or before the deadlines established in **Exhibit B** attached hereto and incorporated herein.

B. The Artist shall determine the artistic expression, scope, design, size, material, texture, color and location of the artwork within the guidelines set forth by the Gig Harbor Arts Commission, approved by the City and as described in **Exhibit A**.

C. The City may request revisions to the artwork for practical (non-aesthetic) reasons beyond the scope of the proposal. The City recognizes that additional fees may be charged for additional services provided by the Artist that are not included herein (or in any of the Exhibits).

D. The Artist reserves the right to make minor changes to the Artwork as deemed aesthetically and structurally necessary. The Artist shall present any significant changes, such

as (1) changes in scope, design, color, size, material or texture of the artwork; (2) change of location on the site; or (3) changes in preparation or maintenance of the artwork, to the City for review and approval. Any revisions submitted by the Artist and approved in writing by the City, shall be incorporated in this Agreement.

Section 2. Duration/Time for Completion

This Agreement shall commence upon execution by the duly authorized representatives of both parties. The Artist shall notify the City when the Artwork is completed and is ready for delivery and installation by the Artist. The Artist shall deliver and install the completed Artwork at the Site on or before **November 30, 2015.**

Section 3. Review of Work in Progress

The City or its representatives shall have the right, at reasonable times, to view the Artwork during the fabrication and installation. The Artist shall submit written progress reports (if requested by the City) to the City, so that the City can determine the completion of the phases of the Artwork, as set out in Section 4, Payment.

Section 4. Payment

A. The City shall pay the Artist an amount not to exceed **(amount to be determined)** for completed work and/or services related to this Agreement and the Artwork, only as provided hereunder. Such payment shall be full compensation for the Artwork, including all work and services described in this Agreement, and any Exhibits attached hereto. This is the maximum amount to be paid under this Agreement, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. This amount includes all applicable sales/use tax, and all other costs contemplated in this Agreement, such as transportation, insurance, etc.

B. The City shall make progress payments to the Artist, after verification of completion of each of the phases of the work, as set forth in **Exhibit B**. In order to receive payment, the Artist shall notify the City of the completion of a particular phase through the submission of an invoice. The City shall determine whether a particular phase is complete, and if it is complete, the City shall pay the invoice within thirty (30) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Artist of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

C. Final payment will be made after the City determines that the Artwork is complete. In order to obtain final payment, the Artist shall provide the City with the Artist's resume, an artist specification sheet, a technical description of the Artwork, and the Artist's maintenance recommendations for the Artwork.

D. The Artist shall be responsible to pay all fees, materials, supplies, equipment, labor of assistants, communications between the Artist and the City, studio space, travel, sustenance, transportation, storage, rentals and installation necessary to fulfill the requirements of this Agreement.

Section 5. Warranty as Original; Prohibitions on Copies of Artwork

The Artist acknowledges that the City has commissioned the Artwork that is the subject of this Agreement. The Artist warrants that the Artwork is solely the result of the artistic effort of the Artist, is unique and original, has not been accepted for sale elsewhere, is free and clear of any liens from any source, and does not infringe upon any copyright. The Artist reserves the rights to remain the owner of drawings, molds, clay maquettes, and models of the work. The Artist gives permission to the City to reproduce photographs of the work for brochures, newsletters or other media as produced and distributed by the City. The Artist reserves all rights under copyright laws to the work, but shall make no exact duplications to full scale of the Artwork.

Section 6. Relationship of Parties

The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade or profession that encompasses the specific service or artwork provided to the City hereunder, no agent, employee, representative or sub-consultant of the Artist shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Artist is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Artist. The Artist will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Artist performs hereunder.

Section 7. Assignment, Transfer, Subcontracting

Neither the City nor the Artist shall assign or transfer an interest in this Agreement without the prior written consent of the other party. The Artist may subcontract portions of the Artwork at the Artist's expense, provided that said subcontracting shall not affect the design, appearance or visual quality of the Artwork and that such work is carried out under the personal supervision of the Artist.

Section 8. Termination

A. Termination of Agreement. The City may terminate this Agreement with or without cause at any time prior to completion of the work described herein. Termination shall be effective immediately upon the Artist's receipt of the City's written notice or such date stated in the City's notice, whichever is later. Such notice may be delivered to the Artist in person or by certified mail.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Artist to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section 4 above. After termination, the City may take possession of the Artwork and all supplies and materials in the Artist's possession which were paid for by the City pursuant to this Agreement. Upon termination, the City may hire another Artist to take over the work and prosecute the same to completion, by contract or otherwise.

Section 9. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Artist, its sub-contractors, or any person acting on behalf of such Artist or sub-consultant shall not, by reason of race, religion, color, sex, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

Section 10. Indemnification

The Artist shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Artist's own risk, and the Artist shall be responsible for any loss or damage to materials, tools, or other articles used or held by the Artist for use in connection with the work. The Artist shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Artist's work when completed shall not be grounds to avoid any of these covenants of indemnification. In addition, the Artist shall indemnify and defend the City in any suit or claims for infringements of copyrights and patents rights, and shall hold the City harmless from loss on account thereof.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE ARTIST'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE ARTIST'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE ARTIST'S EMPLOYEES DIRECTLY AGAINST THE ARTIST.

The provisions of this section shall survive the expiration or termination of this Agreement.

Section 11. Artist's Warranties

The Artist warrants that the installed Artwork shall be AS depicted in **Exhibit A** herein, and that the Artwork will be free from defects or other faults in material and workmanship, including any defects consisting of inherent vice or qualities which cause or accelerate deterioration of the Artwork. The Artist further warrants that reasonable maintenance of the Artwork will not require procedures substantially in excess of those described in the maintenance recommendations provided by the Artist to the City.

If either party recognizes faults or defects in the Artwork, it shall be brought to the immediate attention of the Artist. The Artist shall be responsible to correct any defects or faults in the Artwork that are brought to the Artist's attention within the warranty period of one (1) year after the date of final payment. This warranty shall apply only to the Artwork or the portion of the Artwork completed and installed by the Artist.

If any defects or faults appear during the warranty period, the Artist shall repair or replace the defect(s) at the Artist's sole cost and expense. The Artist shall not be responsible for any damage to the Artwork which is caused by the City, third parties or acts of God.

Section 12. Ownership of the Artwork

All ownership, rights, title and interest in the Artwork shall pass to the City upon the City's final payment to the Artist, or upon termination, as set forth herein.

Section 13. Repairs and Maintenance

A. The City recognizes that regular maintenance of the Artwork is essential to the integrity of the Artwork. The City shall reasonably assure that the Artwork is properly maintained and protected, taking into account the written instructions and recommendations of the Artist, and shall reasonably protect and maintain the Artwork against deterioration with time and abuse of vandals.

B. The City shall be responsible for making all necessary repairs or restoration of the Artwork, except as provided under the Artist's Warranty herein. However, the City's responsibility for repairs and restoration of the Artwork is, by law, contingent upon receipt of adequate appropriations for this purpose.

C. Where possible, the Artist shall be consulted as to his/her recommendations regarding repairs and restorations of the Artwork, during the lifetime of the Artist. To the extent practical and in accordance with accepted principles of conservation, the Artist may be given the opportunity to accomplish repairs and restorations and shall be paid a reasonable fee for such services, if utilized.

Section 14. Insurance

A. The Artist shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Artist's own work including the work of the Artist's agents, representatives, employees, sub-consultants or sub-contractors, and including damage to the Artwork until the date the City accepts (in writing) the installed Artwork. The responsibility for and risk of damage to or loss of the Artwork during fabrication, transportation, and installation up to the date of the City's written acceptance shall be solely that of the Artist.

B. Before beginning work on the Artwork described in this Agreement, the Artist shall provide evidence, in the form of a Certificate of Insurance, of insurance coverage to satisfy the requirements of this Agreement.

C. The Artist is responsible for the payment of any deductible or self-insured retention that is required by any of the Artist's insurance. If the City is required to contribute to the deductible under any of the Artist's insurance policies, the Artist shall immediately reimburse the City the full amount of the deductible.

D. The City reserves the right to receive a certified and complete copy of all of the Artist's insurance policies.

E. It is the intent of this Agreement for the Artist's insurance to be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage in respect to the City.

F. The Artist shall request from his/her insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30 days in advance of any cancellation, suspension or material change in the Artist's coverage.

Section 15. Compliance with Law

The Artist agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement.

Section 16. Non-Waiver of Breach

The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options and the same shall be and remain in full force and effect.

Section 17. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City's Public Works Director and the City shall determine the term or provision's true intent or meaning. The Public Works Director shall also decide all questions that may arise between the parties relative to the actual services provided or to the sufficiency of the performance, hereunder.

If any dispute arises between the City and the Artist under any of the provisions of this Agreement which cannot be resolved by the Public Works Director's determination in a reasonable time, or if the Artist does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

Section 18. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee stated below:

ARTIST

Artist Name
Address
City, State and Zip
Phone
E-mail

CITY OF GIG HARBOR

Jeff Langhelm, Public Works Director
3510 Grandview Street
Gig Harbor, Washington 98335
(253) 853-7630
langhelmj@cityofgigharbor.net

Section 19. Modification

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Artist.

Section 20. Severability

If any provision of this Agreement or any provision of the Exhibits to this Agreement are found by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions of this Agreement which can be given effect without the invalid or unconstitutional provision. To this end, the provisions of this Agreement are declared to be severable.

Section 21. Entire Agreement

This Agreement represents the entire integrated agreement between the City and the Consultant, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, _____.

ARTIST:

THE CITY OF GIG HARBOR

By: _____

By: _____

Its: _____

Mayor Jill Guernsey

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney