

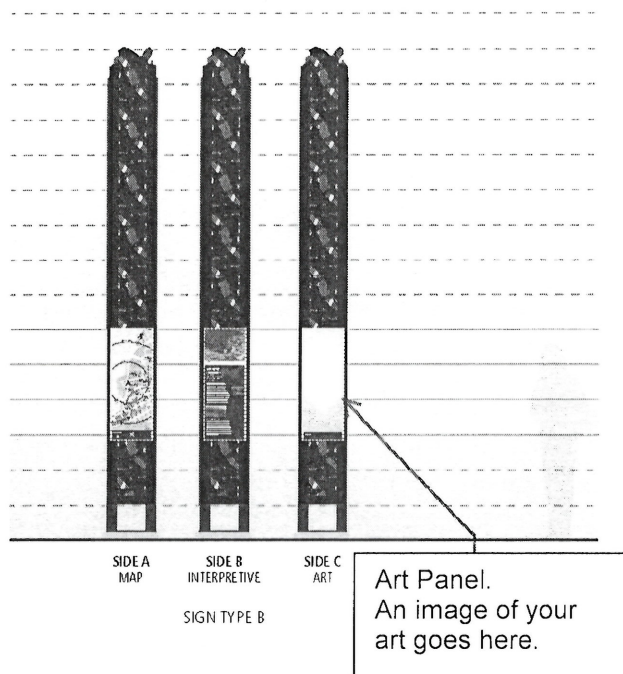
Call for Artists

CFA E20-140

Three Downtown Art Panels

The City and Borough of Juneau is looking for three artists to produce original art. Images of the art will be displayed on panels as part of the Downtown Wayfinding and Interpretive Elements Project

We invite artists to submit proposals.



This packet of information begins with a project summary and the design process in which the selected artists will participate. The full Call for Artists (CFA E20-140) follows this summary and defines what is required of proposing artists, the criteria used to select artists, and the responsibilities of the artists selected through this process.

Issued By: Greg Smith Date: 11/18/19
Greg Smith, Contract Administrator

**Call for Artists:
Three Downtown Art Panels
CFA E20-140**

SCOPE OF SERVICES: CBJ announces a Call for Artists (CFA) to produce original Art. Art media is the artist's choice. The artist will be responsible for submitting a digital file of their artwork. The file will be used for the production of a 1'x 3' panel that will be incorporated into the new City and Borough of Juneau (CBJ) Downtown Wayfinding and Interpretive Elements Project. The art shall speak to one of 3 themes:

**Gold Mining in Juneau
Juneau, Alaska's Capital
Aak'w Village District/Resilience of Indian Village**

Interested parties are reminded that the City will be the exclusive owner of the work produced by the selected artist(s).

PRE-SUBMITTAL MEETINGS: The non-mandatory pre-submittal meetings will be held in the 3rd floor Engineering Department conference room, 230 South Franklin Street, Marine View Center, at **10:00 a.m., Alaska time on December 10, 2019, and at 10:00 a.m. Alaska time on January 14, 2020.** Persons interested in submitting art proposals are encouraged to attend. Conference call capability will be available for the Pre-Submittal meeting. Artists intending to participate via conference call must notify **Greg Smith** in the CBJ Engineering Contract Division, at (907) 586-0878, or contracts@juneau.org by 4:30 p.m.

QUESTIONS REGARDING THIS CALL FOR ARTISTS: Contract Administrator, Greg Smith, phone (907) 586-0873, fax (907) 586-4530 is the sole point of contact for all issues pertaining to this procurement.

DEADLINE FOR SUBMITTALS: 1 COPY OF EACH PROPOSAL WILL BE **RECEIVED PRIOR TO 2:00 P.M., ALASKA TIME ON January 24, 2020,** or such later time as the Contract Administrator may announce by addendum to CFA holders at any time prior to the submittal date.

NOTE: Mailing/delivery times to Alaska may take longer than other areas of the U.S.

Proposal documents may be faxed, e-mailed, mailed or hand delivered in person or by courier service accordingly to the following address:

Fax: 907-586-4530
Email: Contracts@juneau.org

Hand Delivery Address
Attention: Greg Smith, Contract Administrator
City and Borough of Juneau, Engineering Department
230 S. Franklin St., #300
Juneau, AK 99801

Mailing Address

Attention: Greg Smith, Contract Administrator
City and Borough of Juneau Engineering Department
155 South Seward Street
Juneau, Alaska 99801

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1.0 GENERAL INFORMATION

This Call for Artists (CFA) identifies the opportunity for public display of an image of an original piece of art, explains the procedures for selecting artists, and defines the submittals required to respond to this CFA.

The term “Artist” is defined as an individual, firm, or joint venture qualified to offer professional art pieces. For purposes of this CFA, Artist includes all proposed members of the Artist’s team.

Juneau was founded on ancestral lands of the Tlingit people after gold was discovered in the area in the late 1880’s. In 1913, Alaska’s capital was moved from Sitka to Juneau and has remain here ever since. Although the third largest city in the state, today Juneau has a year-round population of less than 32,000 citizens. In addition to being a seat for federal, state and municipal government, Juneau is hub of culture and commerce for outlying communities in the region and supported by tourism, mining and fishing industries. Nestled between towering mountains of the Tongass National Forest, surrounded by massive glaciers of the Juneau Ice field, and possessing an oceanfront view of the Inside Passage – Juneau’s rainforest setting is picturesque. For further information about Juneau’s environment and people, visit www.juneau.org.

This Call for Artists is administered by the Contracts Division of the CBJ Engineering Department.

1.1 Purpose

The purpose of this document is to solicit proposals from artists for the production of original art. In addition to a high level of artistic expertise in public art, it is desirable that the artist is familiar with the current design of the Type B signs of the CBJ Downtown Wayfinding and Interpretive Elements project. See Attachment 1.

One or more artists will be selected to work with the Art Selection Committee to develop concepts for each panel. Interested parties are reminded that the City will be the exclusive owner of the work produced by the selected artist(s).

1.2 Project Summary

The existing wayfinding and interpretive signs in downtown Juneau are dated. The CBJ is designing and installing a new system. The new system will include four 1 ft. by 3 ft. art panels. The panels will have an image of the original artwork digitally printed on it. The artist will be responsible for submitting a digital file of their artwork. The art should speak to one of three themes:

B.02 – Marine Way & Ferry Way (Marine View Building corner): **Gold Mining in Juneau**

B.03 – Marine Way & Main St. (Sealaska corner): **Juneau, Alaska’s Capital**

B.05 – Egan Hwy & Whittier Ave (JACC corner): **Aak’w Village District/Resilience of Indian Village.**

See Attachment 1 for drafts of each interpretive panel that will be installed at 60 degrees to the art panel on the Type B Element. Note: The interpretive text is a work in progress, but provides a general idea of the theme. The location and theme is listed in the top left corner of each page.

The artist will be responsible for submitting a digital file of their artwork for the production of the panel. The digital file should be saved as a TIFF or .PSD file with a minimum of 200dpi at 1'-1" x 3'-1" to allow for 1/2" bleed on all sides. The original artwork and digital file become the property of CBJ.

The title of the work, the Artist's name, the media of the original art piece and a short explanation of the art piece will be included on the panel. (See attachment 1)

1.3 Project Schedule

The art procurement schedule is as follows. The schedule for proposal review is tentative and subject to change.

Completion Date Work Description

December 10, 2019	Pre- submittal meeting (Come hear more about the project)
January 14, 2020	Pre-submittal meeting (Come hear more about the project)
January 24, 2020	Proposals due. Committee begins evaluation
February 8 , 2019	Artist notification of who is selected for Further Concept Development
March 29, 2020	Final Completion and Submittal of digital image of art.

1.4 Artwork Budget

The maximum total compensation per artist is \$1,500. The compensation will be paid at these milestones: \$300 after selection by the Art Selection Committee and further development of concept, \$400 at completion of Art, \$800 when art and digital image of art is received by CBJ

2.0 ARTIST SELECTION PROCESS

Artists will be selected by the six-member Art Selection Committee (Committee). The Committee shall guide the art selection process and select the final artwork.

2.1 Step One: Initial Submittal.

Artists shall submit Letter of Transmittal, Concept Proposal for a Specific Theme, History & Experience, and Portfolio. **Step One submittals are due no later than the date and time indicated on Page 1 of this CFA.**

Proposal Submission Requirements: To achieve a uniform review process and obtain the maximum degree of comparability for the Committee, proposals should be organized in the manner specified below.

1. Letter of Transmittal (*should not exceed 1 page*)

Briefly state the artist's understanding of the proposal requirements and capability to meet same. Give names of the person(s) who will be authorized to represent the Artist, their title(s), e-mail and physical addresses, and telephone number(s). The transmittal letter must be signed by the artist; such signature provides authority to bind the artist. Name and title (if applicable) of the individual signing the proposal must be printed below or adjacent to the signature.

Acknowledge receipt of each addendum in the transmittal letter. Failure to acknowledge addenda may result in the proposal being considered non-responsive and subject to rejection.

2. Concept proposal

State the theme you are proposing on (See 2.3 More information for multiple submittals). Provide a graphic and written proposal of the specific planned art. Text should explain how art is related to the theme/location of a specific marker.

3. History & Experience

a. Resume. Provide a current resume (no more than two pages) that describes how this proposal fits into your art philosophy and previous work, and describes the specific expertise of the proposed artist. If a team or collaboration, provide a resume for each member. Demonstrate your experience in public work, projects that you have worked on of a similar physical size and media in the past, and note projects that you have completed with similar budgets.

b. References. Provide names, telephone numbers, and e-mail addresses of two references that can speak to your work, ideally for similar art projects designed or completed by the artist that are of the same general scope requested in this CFA.

c. Specialized Expertise. Provide background information on the artist including specialized experience, education, and qualifications. If possible the artist should note relevant experience with art projects that required coordination with architects, engineers, and/or community members. If the Artist has such experience, contact names, phone numbers, and e-mail addresses should be included for reference. If a team or collaboration is proposed, describe the Artist's experience and relationships with proposed associates, including the ability to build an effective project team. Identify past projects that members of the team have worked on together.

d. Portfolio. Provide a CD-ROM or jump drive of digital color images and written descriptions of at least three, and no more than six pieces of art that represent the Artist's portfolio and are of the same general scope and/or media proposed in this CFA. The portfolio should include public art, commissioned work, and/or other pieces that the artist feels depicts their ability to competently undertake this project. The format for digital material shall be compatible with Microsoft Office 2003 programs

such as Word, PowerPoint, or Publisher, or Adobe Acrobat 8. The Artist is responsible for providing digital materials that can be read in the programs listed above. Web site references in lieu of the portfolio requirements herein are not acceptable.

2.2 Step Two: Art Development.

Following Step One, the Committee may select one artist for each theme to fully develop the concepts in coordination with the Art Selection Committee to produce final artwork.

2.3 More information.

An artist may submit on more than one theme, but MUST submit a different submittal for each theme. Please submit each submittal in a different envelope. The same artist may NOT be selected for more than one theme.

2.4 Questions

Questions regarding this proposal should be directed to:

Greg Smith
Contract Administrator
City and Borough of Juneau
ENGINEERING DEPARTMENT
Marine View Center - 3rd Floor
230 South Franklin Street
Juneau, Alaska 99801
Greg.Smith@juneau.org

Telephone: (907) 586-0873
FAX: (907) 586-4530

Office hours are 8:00 a.m. to 4:30 p.m. local time, Monday through Friday.

2.5 Standard Contract

Standard contract clauses, compensation policies, and insurance requirements are shown in Attachment 1 – Sample Contract. This contract is attached for general information purposes only; actual contract scope of work will be negotiated with the successful artist.

3.0 RULES GOVERNING COMPETITION

3.1 Pre-Proposal

Artists should carefully examine all CFA documents and any addenda thereto, and all related materials and data referenced in the CFA. Artists should become fully aware of the nature of the services requested and the conditions likely to be encountered in performing the services.

3.2 Proposal Development

Proposal Submission Process: The content of proposals will be kept confidential until the selection of the Artist(s) is publicly announced.

Proposals shall be prepared to provide a clear delineation of the Artist's capabilities to satisfy the requirements of this CFA. Proposals should emphasize conformance to the CFA instructions, responsiveness to the CFA requirements, and completeness and clarity of content.

This solicitation does not commit the CBJ to select any Artist(s). All costs associated with the respondents' preparations, submission, and oral presentations (if applicable) shall be the responsibility of the Artist.

Property of Submittals: All submittals in response to this CFA will become the property of the CBJ.

Damaged/Unmarked submittals: The CBJ will not be responsible for submittals received in damage condition or which are unmarked. Artists are responsible for appropriate packaging and identification of submittals.

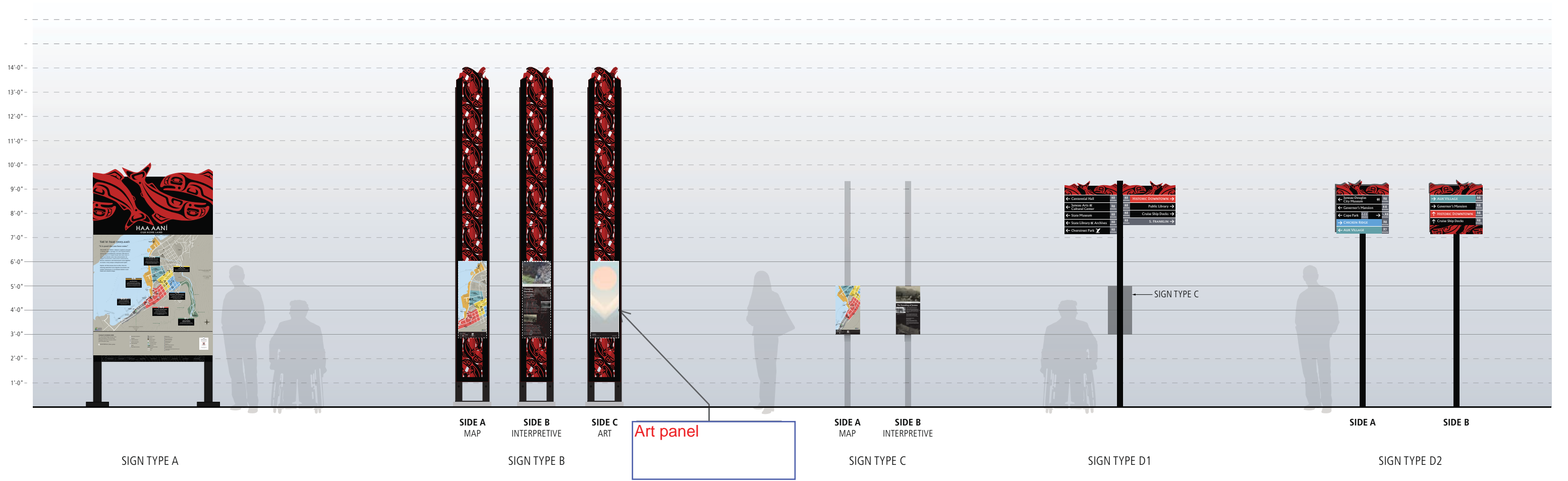
Return of Examples of Work: Examples of work which are not accepted for commission and submitted with stamped self-addressed envelopes and/or mailing containers will be returned to the artists immediately following the final award. After the selection of the artist has been awarded, examples which did not include self-addressed envelopes will be retained by the City and Borough of Juneau for a period of 14 days for pick up by the artist. The city and Borough of Juneau will not be responsible for materials left more than 14 days following the commission award unless alternate arrangements are made in writing with the project manager. Please be advised that the approval process may take several weeks, and examples of work will be kept until the selection is final.

4.0 EVALUATION OF PROPOSALS

Initial submittals will be evaluated by the Art Selection Committee, in order to ascertain which proposal(s) will be selected to move onto Step Two.

DRAFT

90% Graphics





Underground lode mining in a Treadwell mine tunnel, 1908. The process was called Drill, Blast and Muck: miners first drilled holes in the rock with a large jack, and then packed it with explosives. After the blast, they mucked out the ore and sent it to the mill.

Built by Hard Rock and Sweat

Front Street was once Juneau's waterfront.

Waste rock from mining operations was used to extend downtown Juneau and nearby Douglas. Can you find the original shoreline on the map on the other panel?



Kensington Mine, ca. 1909. Today at the historic Kensington Mine 40 miles north west of downtown the mining methods are still the same, but the technology has improved with more powerful equipment and milling machines.

Placer Mining

At first, miners used pans and sluices to separate placer deposits—gold found in the bottom of rivers and streams—to separate gold from sand and gravel in Silver Bow and Last Chance Basins. Within a year, large companies organized and began hydraulic placer mining, using high pressure water to spray hillsides to get gold to wash down into a dam-created lake or flume.



Gastineau Gold Mining Co. from across the Gastineau Channel at town of Thane with the steamship Alameda, ca. 1915.
ALASKA STATE LIBRARY, HISTORICAL COLLECTIONS, CARL M. OLSEN, ASLP425-11-19



Perseverance Mine underground chute station
ALASKA STATE LIBRARY, HISTORICAL COLLECTIONS, WINTER AND POND, ASLP87-1422

Underground Lode Mining

Within a dozen years, the gold found in creeks and hillsides was gone, and underground lode mining, called hard rock mining, began. Visit the Chance Mining Museum located in the historic compressor building associated with the former Alaska Juneau Gold Mining Company.

Content developed with input from the Aak'w Kwaan Cultural Heritage and Land Council, Central Council of Tlingit & Haida Indian Tribes of Alaska, the Alaska City Museum, The Alaska State Museum, Last Chance Mining Museum, Sealaska Heritage Institute and the T'aaku Kwaan Tribal Government (Douglas Island Indian Association).

1'-2" X 3'-2"
NOT TO SCALE



Alaska’s state capital complex is just a few blocks uphill and includes the capitol, courthouse, Alaska Office Building, State Office Building and the Juneau-Douglas City Museum. Just beyond the capitol is the governor’s residence.

Alaska’s Capital

The second-largest municipality in the United States by area, Juneau is a modern, working city year-round.

The City and Borough of Juneau has a total area of 3,255 square miles (8,430 km²) and shares its eastern border with the Canadian province British Columbia. Juneau is the only state capital to boarder another country. Its major industries and employers include government (state, federal municipal), tourism, fishing and mining.



Delegates to the 1899 District Convention. On June 6, 1900, Congress granted Alaska Home Rule, which incorporated Juneau and designated it as the seat of government for the territory, and called for the election of its first city government.

ALASKA STATE LIBRARY, HISTORICAL COLLECTIONS, ASL P01-0768

Tribal Government

The land base tribe and main tribal government of the Juneau area is the Douglas Indian Association. Its descendant-based tribal members represent local clans who settled this region thousands of years ago—A’ak Kwáan and later the T’aaku Kwáan.

The headquarters of the Central Council of the Tlingit and Haida Indian Tribes of Alaska, a sovereign entity representing over 30,000 tribal members worldwide, is the Andrew Hope Building in the Aak’w Village.



Content developed with input from the Aak’w Kwaan Cultural Heritage and Land Council, Central Council of Tlingit & Haida Indian Tribes of Alaska, the Alaska City Museum, The Alaska State Museum, Last Chance Mining Museum, Sealaska Heritage Institute and the T’aaku Kwaan Tribal Government (Douglas Island Indian Association).

1'-2" X 3'-2"
NOT TO SCALE



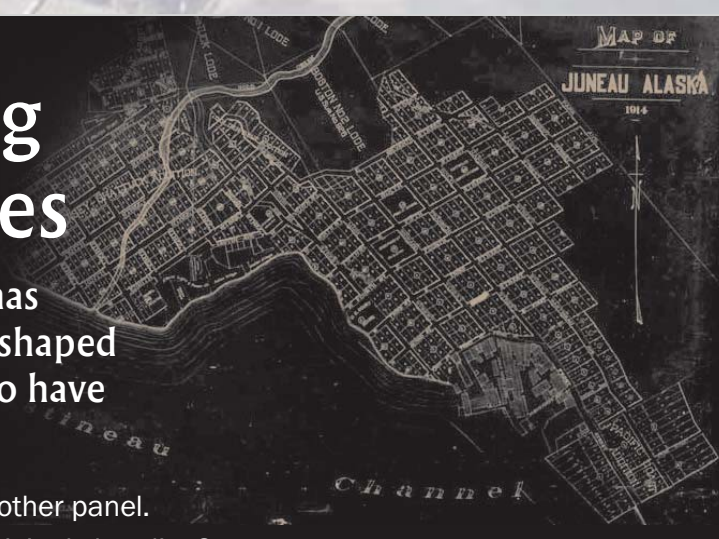
Artist's conception of the difference between Juneau's 1879 shoreline, the year before gold was discovered, and today.

Changing Shorelines

This rugged area has shaped, and been shaped by, the people who have called it home.

Look at the map on the other panel. Can you find Juneau's original shoreline?

Mining built Juneau, both physically and economically. During the 20th century, industrial growth and demand for harbor space pushed the city margins outward into the Channel. Nearly three million tons of waste rock left over from hard rock mining operations was placed between the high and low tide line along two miles of Gastineau Channel. Over time, the waste rock expanded downtown Juneau but destroyed sensitive tidal habitat.



Juneau's shoreline in 1902 showing the extensive delta and tidal flats of Gold Creek (Dzantik'í Héeni, Water Where flounders Gather, in Tlingit). It was once the finest salmon stream in Gastineau Channel.
IMAGE CREDIT TK JUNEAU 1902, WJ PETERS PHOTO

TOP: Gastineau Channel by Wettrick and Wilhelm Civil and Mining Engineers, 1914.
ALASKA STATE LIBRARY, HISTORICAL COLLECTIONS, WINTER AND POND, ASL/P87.1327



Aak'w Indian Village, 1887.
ALASKA STATE LIBRARY, HISTORICAL COLLECTIONS, WILLIAM H. PARTRIDGE, ASL/P88-061

Aak'w Indian Village

After military authorities ordered Native Alaskans to move out of Juneau's original townsite in 1881, many settled along the shoreline on the outskirts of town near present-day Willoughby Avenue. This area became known as the Aak'w Indian Village. Fill from waste rock, and the new streets and buildings that followed, eventually separated the Tlingit people living in Aak'w Indian Village from the shore they had depended on for so long.

Content developed with input from the Aak'w Kwaan Cultural Heritage and Land Council, Central Council of Tlingit & Haida Indian Tribes of Alaska, the Alaska City Museum, The Alaska State Museum, Last Chance Mining Museum, Sealaska Heritage Institute and the T'aaku Kwaan Tribal Government (Douglas Island Indian Association).

1'-2" X 3'-2"
NOT TO SCALE



DRAFT

Example of how
artist will be
acknowledged.

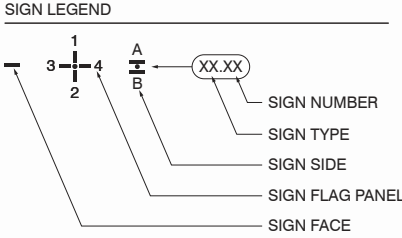
1'-2" X 3'-2"
NOT TO SCALE

Page 5 of 6



SIGN TYPES

TYPE	DESCRIPTION	REFERENCE
A	ORIENTATION MAP	AG401
B	PRIMARY MARKER	AG402, AG403
C	AREA MAP	AG404
D1	DIRECTIONAL MAJOR	AG405
D2	DIRECTIONAL	AG406



TARGETS INDICATE GENERAL LOCATION.
REF. AG301-AG306 FOR LOCATION CONDITIONS.



Key

 Sign Type B - Gateway signs
3 - panels: small map, interpretive & art

Revisions

Submittal / Date

90% PLAN DOCUMENTS
OCTOBER 07, 2019

Project

JUNEAU DOWNTOWN
WAYFINDING AND
INTERPRETIVE ELEMENT
PROJECT

Edited for CFA

Sheet Title

SIGN LOCATION PLAN - 1



ENGINEERING DEPARTMENT

ATTACHMENT 2
ARTISTS SERVICES CONTRACT
Design, Production and Installation of Art for the
Downtown Art Panels
Contract No. CFA E20-140

This Agreement is entered into by and between the City and Borough of Juneau, Alaska ("City"), and _____ **company name** _____ whose address is _____ phone and fax _____ ("Artist").

Witnesseth:

Whereas, the City desires to engage the Artist for the purpose of rendering certain artists services, and

Whereas, the Artist represents that it is in all respects licensed and qualified to perform such services;

Now, Therefore, the parties agree as follows:

1. CONTRACTUAL RELATIONSHIP. The parties intend that an independent Artist/City relationship will be created by this Contract. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Artist. Artist is not considered to be an agent or employee of City for any purpose, and the employees of Artist are not entitled to any benefits that City provides for City's employees. It is understood that the City does not agree to use the Artist exclusively. It is further understood that the Artist is free to contract for similar services to be performed for others while it is under contract with the City.

2. SCOPE OF SERVICE. The Artist shall carry out in a professional and prudent manner all of the services required by the Contract. These services include all of the services described in Appendix A. Artist will diligently proceed with the Scope of Services, and will provide such services in a timely manner.

3. PERSONNEL, EQUIPMENT, SUPPLIES, AND LICENSES.

(A) Except as noted in Appendix A, the Artist represents that it has or will secure at its own expense all personnel, equipment, and supplies required in performing the services under this Contract.

(B) All of the services required hereunder will be performed by the Artist or under its supervision.

(C) None of the work or services covered by this Contract shall be subcontracted without prior written approval of the City.

(D) Artist warrants that it is fully licensed under all applicable local, state, and federal laws to perform the services to be provided hereunder.

Standard Contract
Contract No. CFA E20-140, Design, Production, and Installation of Art for the
Downtown Art Panels

with _____

4. TIME OF PERFORMANCE. The services of the Artist are to commence as soon as practicable after the execution of the Contract and issuance of Notice to Proceed, and shall be completed no later than the time specified in Appendix A.

5. REPORTING. Except as authorized within Appendix A, the City's primary representative for this Contract shall be _____. The City Manager shall be an alternate representative. The City shall not be liable for Artist's expenses incurred in reliance on directions received from any other municipal officer or employee. The Artist's representative shall be _____ . Reliance by the City on representations by any other person shall be at the City's own risk.

6. COMPENSATION. The City agrees to pay the Artist according to the schedule attached as Appendix B. The Artist's estimated fee schedule is attached to Appendix B.

7. TERMINATION OF CONTRACT FOR CAUSE. If, through any cause, except causes beyond the control of the Artist, the Artist shall fail to fulfill in a timely and proper manner its obligations under this Contract; or if the Artist shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall have the right to terminate this Contract by giving written notice to the Artist of such termination and specifying the effective date thereof, at least ten days before the effective date of such termination. In that event, all finished or unfinished documents, or other data, in whatever form, prepared by the Artist under this Contract shall, at the option of the City, become its property, and the Artist shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials, not to exceed the Contract amount.

8. TERMINATION FOR CONVENIENCE OF CITY. The City may terminate this Contract at any time by giving written notice to the Artist of such termination and specifying the effective date thereof, at least thirty days before the effective day of such termination. In that event, all finished or unfinished documents and other materials as described in paragraph 7 above shall, at the option of the City become its property, and the Artist will be paid an amount not to exceed the sum set forth in Appendix B for work satisfactorily completed on or before the date of termination, less payments of compensation previously made.

9. CONTRACT AGREEMENT. All parties mutually agreed to the terms of this Contract. The Contract should not be construed in favor of or against any party. This Contract contains the entire agreement between the parties; there are no other promises, terms, conditions, or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

10. CHANGES. The City may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes, including any increase or decrease in the amount of the Artist's compensation, must be mutually agreed upon in writing before they will be regarded as part of this Contract.

11. EQUAL EMPLOYMENT OPPORTUNITY. The Artist will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

12. CONFLICTS OF INTEREST. Artist agrees that no employee of the City who has exercised or will exercise any authority over the specifications, procurement, supervision or payment for

Standard Contract
Contract No. CFA E20-140 Design, Production, and Installation of Art for the
Downtown Art Panels

with _____

this Contract, and no member of the employee's immediate family, has had or will have any direct or indirect financial interest in this Contract. If the Artist learns of any such interest, the Artist shall without delay inform the City Attorney or one of the officers specified in Paragraph 5.

13. ETHICS. Artist shall discharge its duties fairly, impartially and maintain a standard of conduct that competently serves the City and the interests of the City. Artist shall at all times exercise unbiased judgment when performing its duties under this contract.

14. PUBLIC RELATIONS. Artist shall issue press releases, respond to press inquiries, make public speeches, appear on broadcast media or otherwise engage in public relations regarding the project only with the specific approval of the CBJ Project Manager.

15. ELECTED OFFICIALS. The Artist shall respond to project-related inquiries from elected officials by providing impartial, factual information, but shall not initiate contact or attempt to persuade an elected official to agree with any viewpoint or to take any official action. The Artist will promptly notify the Project manager of any request by an elected official for project-related information.

16. ASSIGNABILITY. The Artist shall not assign any interest in this Contract and shall not transfer any interest in the same without the prior written consent of the City; however, claims for money due or to become due to the Artist from the City under this Contract may be assigned to a bank, trust company, or other financial institution without approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

17. FINDINGS CONFIDENTIAL. Any information given to or prepared by the Artist under this Contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Artist without the prior written approval of the City.

18. IDENTIFICATION OF DOCUMENTS. All reports, maps, and other documents completed as a part of this Contract, other than documents exclusively for internal use within the City, shall carry a City notation or logo as directed by the City.

19. COPYRIGHT/OWNERSHIP. The City shall receive sole ownership of each work of art acquired. No work of art produced, in whole or in part, shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority over any work of art acquired.

20. RECORDS. During performance and after termination of this Contract, each party shall make available to the other party for inspection and copying, all records, whether external or internal, having any relevance to this Contract.

21. INDEMNIFICATION AGREEMENT. The Artist agrees to defend, indemnify, and hold harmless CBJ, its employees, volunteers, Artists, and insurers, with respect to any action, claim, or lawsuit arising out of or related to the Artist's performance of this contract without limitation as to the amount of fees, and without limitation as to any damages, cost or expense resulting from settlement, judgment, or verdict, and includes the award of any attorneys fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this contract. The obligations of

Standard Contract
Contract No. CFA E20-140 Design, Production, and Installation of Art for the
Downtown Art Panels

with _____

Artist arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify Artist in a timely manner of the need for indemnification, but such notice is not a condition precedent to Artist's obligations and may be waived where the Artist has actual notice.

22. CHOICE OF LAW; JURISDICTION. This Contract shall be governed by the laws of the State of Alaska. Jurisdiction shall be in the State of Alaska, First Judicial District.

23. SUCCESSORS. This Contract shall be binding upon the successors and assigns of the parties.

24. PRECEDENCE OF DOCUMENTS. In the event of a conflict between the provisions of this document and its appendices, the order of precedence shall be this document, Appendix A, Appendix B and Appendix C.

25. FINAL PAYMENT. If the scope of work includes some construction or installation that is required to meet State of Alaska, Department of Labor (DOL), prevailing wage requirements, prior to final payment, the Artist must submit the following documents:

1. Clearance for the Artist and each Subcontractor from Alaska Department of Labor, Juneau Field Tax Office. This form shall be included with Notice to Proceed.
2. Compliance Certificate and Release Form. This form shall be included with Notice to Proceed.
3. Approved Notice of Completion of Public Works (from DOL)

In Witness Whereof the parties have affixed their signatures the date first above set out:

CITY AND BOROUGH OF JUNEAU

Duncan Rorie Watt City Manager	Date
-----------------------------------	------

Company name

Name Rank [i.e. President] email	Date
--	------

Approved as to Content

Greg Smith Contract Administrator	Date
--------------------------------------	------

CIP Coding: _____-5390

APPENDIX A: SCOPE OF SERVICES
Design, Production and Installation of Art for the _____
Contract No. CFA Exx-xxx

See Scope of Services in CFA.

STANDARD CONTRACT

APPENDIX B: COMPENSATION
Design, Production and Installation of Art for the _____
Contract No. CFA Exx-xxx

Amount of Payment

Lump Sum

Artist shall be compensated a lump sum amount of \$_____ for satisfactory performance of all [or specific services] services described in this contract.

Time and Materials

Artist shall be compensated based on time and materials, a not-to-exceed amount of \$____ for satisfactory performance of _____ services described in this contract.

Hourly rates shall remain the same for the life of this contract including all amendments unless the Artist and the City negotiate a fee increase. This negotiation shall be specifically addressed in a negotiation meeting.

The total Contract amount shall be \$_____

Method of Payment

Monthly Payable within 30 days of receipt of an invoice approved by the project manager and progress report stating the amount of services completed.

Artist Invoice Requirements

- Itemized invoices must be submitted that indicate the services performed.
- Invoices for this contract must be submitted separately from invoices for services performed under any other contract(s).

Compensation Based on Time and Materials

If compensation is based on time and materials, the following shall apply:

Compensation shall be computed based on the hourly billing rates, approved by the CBJ Project Manager, times the actual number of hours spent in the performance of services. The hourly billing rate for each employee is the amount to be paid to the Artist, and is full compensation for all salary, benefits, taxes, overhead and profit. There shall be no change in rates during the term of this Agreement and no additional compensation for overtime, weekend, or holiday work.

Compensation for expenses shall be an amount equal to reimbursable expenses approved in advance by the CBJ Project Manager, necessary and reasonably incurred and actually paid by the Artist in the performance of the services hereunder. Reimbursable expenses are expenses

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with _____

that are unique to the performance of the services under the Contract and generally contemplate the purchase of outside ancillary services, such as mailing and delivery charges for submittal of drawings, specifications and reports, long distance telephone calls, rentals of equipment, travel and local transportation, meals and lodging on overnight trips.

Reimbursable expenses do not include expenses that are usually and customarily included as part of the Artist's overhead. For the purposes of this Agreement reimbursable expenses do not include amounts for typing, utilization of computer systems, computer aided design and drafting (CADD), cameras, recording or measuring devices, flashlights and other small, portable equipment, safety supplies, phones, telephone calls, electronic messaging including FAX, Telex and telegrams, or expendable office supplies. Unless otherwise indicated, required insurance is not a reimbursable expense.

The Artist shall obtain the CBJ Project Manager's written approval prior to making expenditures for reimbursable expenses in excess of \$500 per specific expenditure and for all overnight trips which are reimbursable expenditures as set forth above. The Artist shall substantiate all billings for reimbursable expenses in excess of \$25 with receipted bills and provide said receipts with the appropriate billing.

The Artist shall keep, and cause any sub-Artists to keep, daily records of the time spent in the performance of services hereunder by all persons whose billing rates will be the basis for compensation as well as records and receipts of reimbursable expenditures hereunder. Failure to do so shall be a conclusive waiver of any right to compensation for such services or expenses as are otherwise compensable hereunder.

The CBJ shall have the right to inspect all records of the Artist, and of any sub-Artists, pertaining to this project. Records shall be maintained by the Artist and subartists for a period of three years after completion of services.

When travel is necessary as part of the professional services to be provided, the following shall be followed:

- ◆ Airline tickets should be purchased at the 14 day advanced purchase price. The CBJ will not pay for First Class travel. Any deviation shall be approved in writing in advance by the CBJ Project Manager.
- ◆ Per diem meal allowance shall be: \$60.00 (\$12.00 for breakfast, \$16.00 for lunch and \$32.00 for dinner).
- ◆ The Consultant shall stay at the hotel with a daily rate not to exceed \$125.00.
- ◆ Travel agent fees, tips, alcohol or bar tabs shall not be paid by the CBJ.
- ◆ Car rental, parking, and taxi fees shall be reasonable and not excessive. This reimbursement is for services in Juneau only. Parking fees, etc. outside of Juneau will not be reimbursed.

APPENDIX C: INSURANCE REQUIREMENTS
Design, Production and Installation of Art for the _____
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The CBJ will evaluate the Artist's proposed method to accomplish the work and decide whether to require the following insurance coverage. Proof of the following insurance may be required prior to execution of a contract:

The City must be named as an additional insured as respects their interest in this project, except for Workers Compensation Insurance.

Workers Compensation Insurance. The Artist must maintain Workers Compensation Insurance to protect the Consultant from any claims or damages for any personal injury or death which may arise from services performed under this contract. This requirement applies to the Artist's firm, the Artist's subcontractors and assignees, and anyone directly or indirectly employed to perform work under this contract. The Artist must notify the City as well as the State Division of Workers Compensation immediately when changes in the Artist's business operation affect the Artist's insurance status. Statutory limits apply to Workers Compensation Insurance. The policy must include employer's liability coverage of one hundred thousand dollars (\$100,000.00) per injury, and five hundred thousand dollars (\$500,000.00) policy limits. **If the Artist is exempt from Alaska Statutory Requirements, the Artist will provide written confirmation of this status in order for the City to waive this requirement. The policy shall be endorsed to waive subrogation rights against the City.**

Vehicle Insurance. The coverage shall include all owned, hired, and non-owned vehicles to a one million dollar (\$1,000,000.00) combined single limit coverage.

NOTE: If the Artist does not intend to use a vehicle for any portion of the project's completion, this insurance is not required. Otherwise, the Artist shall include this cost in their proposal.

Each policy shall be endorsed to waive all rights of subrogation against the City by reason of any payment made for claims under the above coverage, except Workers Compensation.