

Call for Artists

CFA E11-249

Design, Production and Installation of Art for Dzantik'i Heeni Covered Play Area

The City and Borough of Juneau, Alaska has added an outdoor play area to Dzantik'i Heeni Middle in the Lemon Creek Area of Juneau.

Art will play a prominent role in the experience of this additional facility and will enhance the enjoyment and character of the environment.

We invite artists to participate in the
City and Borough of Juneau's Art in Public Places Program.



A handwritten signature in black ink, appearing to read "Jennifer Mannix".

Issued By: _____ Date: March 23, 2011
Jennifer Mannix, Contract Administrator

CALL FOR ARTISTS

CFA 11-249

Design, Production and Installation of Art for Dzantik'i Heeni Covered Play Area

SCOPE OF SERVICES: In accordance with City and Borough of Juneau (CBJ) Ordinance 62.65, the CBJ announces a Call for Artists (CFA) for artwork to be designed, produced, and installed for the Dzantik'i Heeni Covered Play Area Project.

QUESTIONS REGARDING THIS CALL FOR ARTISTS: Contract Administrator, Jennifer Mannix, 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 UNTIL 2:00 P.M., ALASKA TIME ON April, 14, 2011**, or such later time as the Contract Administrator may announce by addendum to CFA holders at any time prior to the submittal date.

Initial Submittal: Portfolios may be submitted on a CD-ROM or may be provided in the form of a link to a website. If using a website, please reference the website address in the Letter of Transmittal.

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@ci.juneau.ak.us

Hand Delivery Address

Attention: Tina Brown

City and Borough of Juneau, Engineering Department
230 S. Franklin St., #300
Juneau, AK 99801

Mailing Address

Attention: Tina Brown

City and Borough of Juneau Engineering Department
155 South Seward Street
Juneau, Alaska 99801

GENERAL INFORMATION

The purpose of this document is to solicit proposals from artists for design, production, and installation of artwork. The City and Borough of Juneau (CBJ), Alaska has recently completed an outdoor covered play area at Dzantik'i Heeni Middle School. An Art Selection Panel has been appointed and is issuing this Call for Artists (CFA) for artwork to be installed at the school.

This CFA explains the procedures for selecting artists, and defines the submittals required. This solicitation is extended in accordance with the CBJ ordinance 62.65 that requires 1% of the cost of construction to be used toward art in public facilities, and is administered by the Contracts Division of the CBJ Engineering Department.

Artwork Budget: The budget for design and installation of artwork at Dzantik'i Heeni Middle School is not to exceed \$9,000.

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 is Alaska's capital and is the third largest city in the state. It is a coastal community that is surrounded by glaciers that are part of the Juneau Ice Field. The town is nestled between towering mountains of the Tongass National Forest and ocean waters of the Inside Passage. For further information about Juneau's environment and people, visit www.juneau.org.

Dzantik'i Heeni Middle School: 1600 Renninger Street, Juneau, AK 99801

Artist selection process and Criteria:

One artist will be selected to work with the Dzantik'i Heeni Art Selection Panel. The Panel will evaluate the artists' proposed approaches, the effectiveness of the artists' past work, media, and overall budget. Artwork that integrates the creation of art with student participation at the facility is desirable, but proposals that do not include this component will also be considered. The students and youth of the area are intended to be the primary target audience of the artwork, but staff and public users of the facility should also be considered.

The **location** for this proposed artwork can be anywhere at Dzantik'i Heeni Middle School, however, preferred locations are on the Covered Play Area or the commons area inside the school.

Possible **themes** for this proposed artwork may include Native Totemic/ Blanket Design, Wolverine (school mascot), or others. Theme and material used shall be school appropriate and ensure safety of the students. School colors are teal, black, and white.

Proposals that require artwork to be mounted shall also contain an installation plan that meets approval of a structural engineer.

Art selected under this CFA will become the property of the CBJ. Refer to the draft contract attached to this CFA for additional contractual conditions.

Step One: Submittals: (due no later than date and time indicated on Page 2 of this CFA.)

♦ **Letter of Transmittal: (should not exceed 1 page)** Artist shall briefly state the understanding of the proposal requirements and capability to meet same, plus 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 of the individual signing the proposal must be printed below or adjacent to the signature.

♦ **Portfolio:** Samples, reproductions, and/or photos of previous work that helps convey style, professionalism, experience, and general workmanship should be included on a CD or in the form of a link to a website – provide the web address in the Letter of Transmittal, if this form of portfolio is chosen.

♦ **Statement of Artistic Approach:** The artistic approach will be evaluated as to suitability of concepts and media choices. Statements shall include proposed media and a budgetary range for artwork, along with history and experience of the artist. Artist shall provide description of artwork, sketches, and narratives as required to convey a clear understanding of the proposed artwork and its integration with the facility. Artist proposals may be general or specific. Statement shall also address maintenance requirements, durability (resistance to elements and vandalism), safety precautions and an outlined schedule for completion. Artists are not limited in the number of proposals they can make, but are required to submit a separate Statement of Artistic Approach for each submittal.

Step Two: Interview:

♦ **Interview:** Following evaluation of initial submittals received, Artists may be asked to attend an interview with the Panel. The interview may occur in person or via teleconference, and will include a discussion of the art proposal, as well as questions regarding experience, media choice, artist's proposed budget, timeline for completion and installation of the work. Interviews are anticipated to occur in the third week of April.

Final Selection: The Art Selection Panel will recommend its final selected art, artist and associated costs to the CBJ Assembly for final approval.

Questions: Questions regarding this proposal should be directed to:

Jennifer Mannix, Contract Administrator
City and Borough of Juneau
ENGINEERING DEPARTMENT
Marine View Center - 3rd Floor
230 South Franklin Street
Juneau, Alaska 99801
jennifer_mannix@ci.juneau.ak.us

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.

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.

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.

INSURANCE REQUIREMENTS

The insurance requirements for this project are specified in Attachment 1 – Sample Contract, under Appendix C. These requirements will vary depending upon the type of art project being contracted.

TAXES, LICENSES, & CONSTRUCTION LABOR RATES

Juneau Business Sales Tax & Personal Property Tax

Vendors/merchants conducting business within the CBJ are required by law to register with, and periodically report to, the CBJ for sales and property taxes. Artists must be in good standing with the CBJ prior to award, and prior to any contract renewal and in any event no later than five business days following notification by the CBJ of intent to award or renew. **Good standing** means: all amounts owed to the CBJ are paid in full, including Confession of Judgments; and vendor/merchant is current in reporting (sales tax filings, business personal property declarations). Failure to meet these requirements, if so subject, shall be cause for rejection of your proposal and/or contract renewal. To determine if your business is subject to these requirements, or for further information, contact the CBJ Finance Department - Sales Tax Division at (907) 586-5265 concerning sales tax, and the Assessor Division at (907) 586-5268 concerning business personal property and real property tax.

Alaska Business License

An Alaska business license is required to work in the State of Alaska. Prior to contract award, the successful Artist must provide a copy of a current Alaskan business license. The business license can be obtained at (907) 465-2550 or online at www.dced.state.ak.us/occ/buslic.htm.

Little Davis-Bacon Requirements

If the Artist's contract includes work performed by a subcontractor for construction or art installation, and the amount of that work exceeds \$2,000, the following will apply:

Title 36 AS (Little Davis-Bacon) requires that prevailing rates of pay be paid for work performed on any public works project that exceed \$2,000, contained in pamphlet number 600 and 400, copies available from the Alaska Department of Labor, P. O. Box 020630, Juneau, AK 99802, or call 465-4842 or 465-4839, or at the website: <http://labor.statke.ak.us/lss/whhome.htm>

SITE PHOTOS:



East Side of the Covered Play Area (Facing School/ Parking Lot)



Inside Covered Play Area Facing School.

Pictures of the Commons Area:











ENGINEERING DEPARTMENT

ARTISTS SERVICES CONTRACT
Design, Production and Installation of
Art for Dzantik'i Heeni Covered Play Area
Contract No. CFA E11-249

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.

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 Skye Stekoll. 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 this Contract, and no member of the employee's immediate family, has had or will have any

Standard Contract

Contract No. CFA E11-249, Design, Production, and Installation of
Art for Dzantik'i Heeni Covered Play Area
with _____

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. INSURANCE REQUIREMENTS. The Artist has secured and shall maintain insurance for the risks and in the amounts specified in Appendix C. The Artist and its insurance carrier waive subrogation against the City.

22. INDEMNIFICATION AGREEMENT. Artist agrees to defend, indemnify, and hold harmless City, its employees, volunteers, consultants and insurers with respect to any action, claim or lawsuit arising out of the Artist's performance of this contract but only to the extent such action, claim or lawsuit is caused or alleged to have been caused by Artist's negligence. This agreement to indemnify and hold harmless is expressly subject to the foregoing limitation as to the amount of fees and as to any damages resulting from settlement, judgment or verdict

Standard Contract

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including the award of attorney's fees even if in excess of Alaska Civil Rule 82. The obligations of Artist are contingent upon reasonable notice by the City to the Artist of such action, claim or lawsuit. City agrees to provide Artist written notice of any action, claim or lawsuit in a timely manner. The parties agree to seek to maintain or obtain venue in Alaska and will not agree or advocate for venue outside Alaska without the other party's written consent.

23. 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.

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

25. 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.

26. 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

Rod Swope Date
City Manager

Company name

Name Date
Rank
email

Approved as to Content

Jennifer Mannix Date
Contract Administrator
jennifer_mannix@ci.juneau.ak.us

CIP Coding: 454-91-5-01-70-690

Standard Contract
Contract No. CFA E11-249, Design, Production, and Installation of
Art for Dzantik'i Heeni Covered Play Area
with _____

APPENDIX A: SCOPE OF SERVICES
Design, Production and Installation of
Art for Dzantik'i Heeni Covered Play Area
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See Scope of Services in RFP.

STANDARD CONTRACT

APPENDIX B: COMPENSATION
Design, Production and Installation of Art for Dzantik'i Heeni Covered Play Area
Contract No. CFA E11-249

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 subartists shall be equal to the amounts actually paid to subartists hereunder who have been retained after the written approval by the CBJ Project Manager of: a) the subartist, b) the compensation to be paid the subartist, and c) the terms and conditions of the subcontract.

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 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: \$40.00 (\$10.00 for breakfast, \$10.00 for lunch and \$20.00 for dinner).
- ◆ The Artist 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 Dzantik'i Heeni Covered Play Area
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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 Artist 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.

NOTE If the Artist is a sole proprietor and will not have anyone else working on this project, this insurance coverage is not required.

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.