

Call for Artists

Design, Production and Installation of Art for Auke Bay Elementary School

The City and Borough of Juneau, Alaska has recently completed construction on the renovation of Auke Bay Elementary School. Art has an important role in enhancing the public's enjoyment of this extraordinary facility. We invite artists to participate in the City and Borough of Juneau's Art in Public Places program.



This packet of information begins with a summary of the artist selection process and the design process in which the selected artists will participate. The full Call for Artists (CFA # CFA E14-222) follows the 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: 4/21/14
Greg Smith, Contract Administrator

Call for Artists:
Design, Production, and Installation of Art for
Auke Bay Elementary School
CFA E14-222

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 at Auke Bay Elementary School

PRE-SUBMITTAL MEETING: A non-mandatory pre-submittal meeting will be held at **Auke Bay Elementary School at 3:00 p.m. Alaska Time on May 6, 2014**. 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 **Tina Brown** in the CBJ Engineering Contract Division, at (907) 586-0878, or tina_brown@ci.juneau.ak.us by 4:30 p.m. May 5, 2014.

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 UNTIL 2:00 P.M., ALASKA TIME ON MAY 23, 2014**, 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 delivered in person or by courier service must be delivered to the following address:

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

Proposal documents delivered by the U.S. Postal Service must be mailed to:

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

TABLE OF CONTENTS

1.0 GENERAL INFORMATION

- 1.1 Purpose
- 1.2 School Information
- 1.3 Project Schedule
- 1.4 Artwork Budget

2.0 ARTIST SELECTION PROCESS

- 2.1 Step One: Initial Submittal
- 2.2 Step Two: Interview
- 2.3 Step Three: Art Proposal Development
- 2.4 Final Selection
- 2.5 Questions
- 2.6 Standard Contract

3.0 RULES GOVERNING COMPETITION

- 3.1 Pre-Proposal
- 3.2 Evaluation of Proposals
- 3.3 Proposal Development

4.0 INSURANCE REQUIREMENTS

5.0 TAXES, LICENSES, & CONSTRUCTION LABOR RATES

- 5.1 Juneau Business Sales Tax & Personal Property Tax
- 5.2 Alaska Business License
- 5.3 Little Davis-Bacon Labor Requirements

ATTACHEMENT 1 – ART EVALUATION / RANKING SHEET

ATTACHMENT 2 – Standard Contract

1.0 GENERAL INFORMATION

This Call For Artists (CFA) for Auke Bay Elementary School identifies the opportunities for public art, explains the procedures for selecting artists, and defines the submittals required to respond to this CFA.

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 the third largest city in the state. It is a coastal community wedged between the glaciers and tree-covered 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.

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 design, production, and installation of public artwork at the Auke Bay Elementary School. This solicitation is extended in accordance with the City & Borough of Juneau (CBJ) ordinance 62.65 that requires 1% of the cost of construction to be used toward art in public facilities.

An Art Selection Panel has been appointed by the CBJ Assembly and is issuing this CFA for artworks to be installed in Auke Bay Elementary School. The Panel seeks art that will play a prominent role in the experience of this new facility for current and future students, as well as for staff and the general public.

One or more artists will be selected to work with staff and the art selection panel to implement selected art pieces at the school. In addition to a high level of artistic expertise in public art, desirable attributes of all interested artists include: experience working with elementary school age children, the ability to share their knowledge and experience, and sound communication and collaboration skills.

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.

1.2 School Information

The project is located in Auke Bay, Alaska, an unincorporated community located in the City and Borough of Juneau. It is approximately 12 miles north of downtown Juneau. The community is home to Auke Bay Harbor, the University of Alaska Southeast, shops and eateries, churches, a fire station, a post office, and the Ferry Terminal. Along with the school, these all foster a strong sense of community for Auke Bay as a small village within the greater Juneau community. The community of Auke Bay identifies strongly with the marine environment, hosting the large harbor and associated activities.

Auke Bay Elementary School was originally constructed in 1968. The renovation of 2012-2013 stripped the original building down to the studs and in some areas all the way down to the foundation, resulting in a virtually new building inside and out. The parking and site layout were also reconfigured. Although the building's footprint remained the same, the building entrance was changed from the southwest part of the building to the east end. The main entry to the site is from Glacier Highway. This building project was designed to be "green", using LEED standards. The heat source is geothermal, which significantly reduces the carbon footprint. The school community is justifiably proud of the building's credentials and would like for students and visitors to be aware of this aspect of the facility.

Current and future students are the primary audience for the artworks, although faculty and public users of the building should also be considered. We are seeking artworks that express the joy of learning, of play, of friendship, and of positive school and growing up experiences. Artists may consider interactive sculpture that provides opportunities for play. Artworks that integrate the creation of art with student participation in the school are welcome, as are proposals that do not include this component.

There are no restrictions on the types of art being solicited, although durability is an important consideration. The selection committee expects the submissions to be suitable and appropriate for an elementary school and to reflect the school and the unique Auke Bay community.

Artists considering a proposal are strongly encouraged to tour the building. The Pre-Submittal meeting will be held at the school.

1.3 Project Schedule

The art procurement schedule is as follows (all dates 2014):

- April 23, 2014 Advertise for proposals
- May 6 Non-mandatory Pre-Submittal Meeting, 3:00 PM
- May 23 Deadline for Step One submittals, 2:00 PM
- May 23-27 Selection of Step Two participants
- May 23-28 Interviews, if desired
- May 30 Selection of Step Three participants
- **June 30** ***Artwork proposal development documents due***
- July 2 Acceptance of artworks by Panel
- July 7 Acceptance of artworks by Public Works Committee
- July 21 Final acceptance of artwork by CBJ assembly
- **July 23** **Award contacts to artists,**
- **Begin fabrication of artworks; installation schedules to be based on artist proposals**

1.4 Artwork Budget

The budget for design and installation of artwork at Auke Bay Elementary School will be approximately \$145,000. Proposals must identify a budget range for the artwork. The following budgetary ranges will be used:

- Level 1 under \$25,000
- Level 2 between \$25,000 and \$60,000
- Level 3 between \$60,000 and \$95,000

2.0 ARTIST SELECTION PROCESS

Artists will be selected by the six-member Art Selection Panel (Panel) convened for this project by the Juneau Assembly. The Panel will guide the art selection process and recommend art selections to the CBJ Assembly for final approval. The selections will be made through a multi-step process:

2.1 Step One: Initial Submittal

Artists submit Letter of Transmittal, History & Experience, Portfolio, and Artistic Approach. Artist proposals may be general or specific. Artists are not limited in the number of proposals they can make, but are required to submit a separate Artistic Approach for each submittal. Step One submittals are due no later than the date and time indicated on Page 4 of this CFA.

Proposal Submission Requirements:

To achieve a uniform review process and obtain the maximum degree of comparability between proposals for the Panel, proposals must include the following: letter of transmittal, history and experience, portfolio, and artistic approach organized in the manner described below.

*** 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 of the individual signing the proposal must be printed below or adjacent to the signature.

Important note: Be sure to acknowledge receipt of each addendum in the transmittal letter. Failure to acknowledge addenda may result in the proposal being considered non-responsive and rejected.

★ History & Experience

a. Resume. Provide a current resume that describes how this proposal fits into your studio's 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, the medium proposed for this project, and note projects that you have completed with similar budgets.

b. References. Provide company names, individual contacts, telephone numbers, and e-mail addresses of references, ideally for similar art installations 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. 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.

★ Portfolio

Provide a CD-ROM of digital color images and written descriptions of at least three, and no more than ten 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 must be compatible with Microsoft Office programs such as Word, PowerPoint, Publisher, or Adobe Acrobat. 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.

★ Artistic Approach

Summarize the artist's intended approach and design concept for the proposed artwork, and describe inspirations and insights for this proposal. Explain the art piece envisioned for the project and why it is appropriate for this elementary school. Discuss the artist's preferred location for the proposed piece, emphasizing how the specific location is part of the artistic approach. Include proposed media, location at the facility, and a budgetary range for artwork. Description of artwork should also address installation, maintenance requirements, durability (including resistance to vandalism), and safety hazards. Provide sketches, models, and narratives as required to convey a clear understanding of the proposed artwork and its integration with the facility to the Art Selection Panel. Also provide information relating to how the piece will be installed, including a general concept of how the piece(s) will be anchored or attached.

Following evaluation of the initial submittals, the Panel may select Artists to proceed to Steps Two and Three.

2.2 Step Two: Interview

Artists may be asked to attend an interview with the Panel. The interview may occur in person or via teleconference. The interview may include a discussion about how the art proposal may be incorporated into the buildings or the site, as well as questions regarding experience, media choice, and artist's proposed budget range. Interviews are anticipated to occur in mid May.

2.3 Step Three: Art Proposal Development

Following Step Two, the Panel may elect to provide selected artists with a 'not to exceed' \$2,000.00 budget to develop a formal Art Proposal, which must include a detailed proposal of the art piece, a fixed fee budget, and a timeline for completion and installation of the work. The budget must include all installation costs, which are the responsibility of the artist. This step is optional and may be included or omitted at the Panel's discretion.

2.4 Final Selection

The Panel will make a final selection and recommend its selection to the Assembly for approval of the selected art and associated costs.

2.5 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@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.

2.6 Standard Contract

Standard contract clauses, compensation policies, and insurance requirements are shown in Attachment 2 – 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 Evaluation of Proposals

Initial submittals will be evaluated and scored, using the criteria on the ART EVALUATION/RANKING page, found at the end of this document, in order to ascertain which proposal(s) will be selected to move on to Step Two.

3.3 Proposal Development

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

Proposals must 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) will be the responsibility of the Artist.

4.0 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.

5.0 TAXES, LICENSES, & CONSTRUCTION LABOR RATES

5.1 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.

5.2 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 license can be obtained at (907) 465-2550 or at www.dced.state.ak.us/occ/buslic.htm

5.3 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 \$25,000, 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 \$25,000, 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.state.ak.us/lss/whhome.htm>.

ARTIST: _____

SCORED BY: _____

DATE: _____

ART EVALUATION / RANKING SHEET

POINTS AWARDED

Artistic Approach and Design Concept:

This criterion concerns the artistic interest and merit of the project. It includes such factors as the visual appeal of the work, its originality and creativity, and the harmony of the materials and design.

0-40 _____

Style, Suitability:

The project should be suitable to the purposes and uses of the school. The design should be suitable to the space where it is intended to be installed and the materials of the piece must be suitable to the physical environment of the building. This includes considerations of installing the artwork and periodically cleaning and maintaining it.

0-40 _____

Previous experience of artist in this type of medium:

The artist must show evidence of mastery of the medium of the project.

0-10 _____

Presentation of Proposal:

The proposal must be clear and understandable, provide all information requested in the CFA, and address all aspects of the project (including, for example, details of installation).

0-10 _____

SUBTOTAL _____

TOTAL POSSIBLE POINTS 100 _____

INDIVIDUAL RANKING _____



ENGINEERING DEPARTMENT

ARTISTS SERVICES CONTRACT
Design, Production and Installation of Art for
Auke Bay Elementary School
Contract No. CFA E14-222

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 _____. 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 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 Consultant has secured and shall maintain insurance for the risks and in the amounts specified in Appendix C. The Consultant and its insurance carrier waive subrogation against the City, except Workers Compensation.

22. 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

Standard Contract

Contract No. CFA E14-222 Design, Production and Installation of Art for
Auke Bay Elementary School

with _____

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 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.

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

_____	Date
Kimberly A. Kiefer	
City Manager	

Company name

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

Approved as to Content

_____	Date
Greg Smith	
Contract Administrator	

Acct Code 401900101 020950120 5390

APPENDIX A: SCOPE OF SERVICES
Design, Production and Installation of Art for
Auke Bay Elementary School
Contract No. CFA E14-222

See Scope of Services in CFA.

STANDARD CONTRACT

APPENDIX B: COMPENSATION
Design, Production and Installation of Art for
Auke Bay Elementary School
Contract No. CFA E14-222

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

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 advance 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: \$50.00 (\$10.00 for breakfast, \$15.00 for lunch and \$25.00 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
Auke Bay Elementary School
Contract No. CFA E14-222

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.