



JUSTICE CENTER ARTWORK

REQUEST FOR PROPOSALS (RFP)

RFP#809

Due Date: December 12, 2011 on or before 9:00 a.m.

Procurement Office
301 E. Huron Street
City of Ann Arbor, Michigan

TABLE OF CONTENTS

SECTION 1: General Information.....	3
SECTION 2: Scope of Work.....	6
SECTION 3: Artist Services Contract Sample	9
SECTION 5: Human Rights Requirements	18
Contract Compliance Form	
Declaration of Living Wage	

SECTION 1 – GENERAL INFORMATION

RFP TIME LINE

- December 12, 2011 at 9:00 am – Detailed proposals from finalists due, including drawing(s) or other image(s), a three-dimensional model or maquette, a written description of the artwork, a budget, maintenance plan and requirements, and a timeline for completion. Proposals also must include identification of fabricator(s), with information about fabricator(s) if different from the artist(s)
- January 2012– Final interviews by and artist presentations to Selection Panel
- January 23, 2012 – Notification to finalists and to AAPAC of tentative recommendation to AAPAC by Selection Panel of artist or artist(s) and project to be selected
- January 25, 2012 – AAPAC recommendation to Ann Arbor City Council of artist or artist(s) and project to be selected
- February 20, 2012 – Recommendation on Ann Arbor City Council agenda for decision on selection of artist or artist(s) and project
- March 23, 2012 – Artist(s) submits final design and maintenance plan and requirements.
- June 30, 2012. Completion of installation (tentative)

RFP SUBMISSION

The RFP proposals must be submitted to the Procurement Office by December 12, 2011 on or before 9:00 am. Late submissions will not be accepted.

The hand delivery or mailing address is:

Linda Newton

Procurement Office, 5th floor City Hall

301 E Huron Street, P.O. Box 8647

Ann Arbor, MI 48104

Changes in the RFP

Should any prospective Proposer be in doubt as to the true meaning of any portion of this RFP, or should the Proposer find any ambiguity, inconsistency, or omission therein, the Proposer shall make a written request for an official interpretation or correction. Such requests must be submitted to the issuing office not less than seven (7) days prior to the final date of submittal of the proposals. The person making the request shall be held responsible for its prompt delivery.

The City's staff will make such interpretation or correction, as well as any additional RFP provisions that the City may decide to include, only as an RFP addendum. Staff will mail or deliver addendums to each firm recorded as having received a copy of the RFP. Any addendum issued by the City shall become a part of the RFP. Proposers should consider issued addendums in preparing his or her proposal. Only bulletins duly issued by the City shall be binding.

Proposal Receipt

Proposals must be received by the City of Ann Arbor, Procurement Unit, 5th Floor, City Hall, 301 E. Huron Street, Ann Arbor, Michigan 48107 on or before 9:00 am on December 12, 2011. Prospective submitters are responsible for the timely receipt of their proposal. All proposals become the property of the City of Ann Arbor once reviewed, whether awarded or rejected. Late proposals will not be considered or accepted.

Disclosures

All information in a submitter's proposal is subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This act also provides for the complete disclosure of contracts and attachments thereto.

Professional Services Agreement

The selected artist will be required to enter into a contract for artist services with the City of Ann Arbor. For your reference a sample contract for artist services is attached. Please note the insurance requirements and other terms in the contract

Cost Liability

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the consultant prior to the execution of a Contract.

Non-Discrimination by City Contractors

All contractors proposing to do business with the City of Ann Arbor, except those specifically exempted by regulations promulgated by the Administrator and approved by City Council, shall receive approval from the Procurement Unit prior to entering into a professional services agreement with the City. Said firms shall take affirmative action to ensure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon race, national origin or sex.

Each prospective contractor shall submit to the City data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the Procurement Unit concludes that it indicates total minority and female employment commensurate with their availability within the contractor's labor recruitment area, i.e., the area from which the firm can reasonably be expected to recruit, the prospective contractor shall be accepted by the Procurement Unit as having fulfilled affirmative action requirements for a period of six (6) months at which time the Procurement Unit will conduct another review. Other firms shall develop an affirmative action program in conjunction with the City of Ann Arbor's Human Resources Director. The program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability for minorities and females within the firm's labor recruitment area.

Living Wage

All contractors proposing to do business with the City of Ann Arbor, except those specifically exempted by regulations promulgated by the Administrator and approved by City Council, agree to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code and, if a “covered employer” as defined therein to pay those employees providing services to the City under this agreement a “living wage” as defined in Chapter 23 of the Ann Arbor City code; and, if requested by the City, provide documentation to verify compliance. The contractor agrees to comply with the provisions of Section 1:1815 of Chapter 23 of the Ann Arbor City Code, Exhibit D.

Reservation of Rights

The City of Ann Arbor reserves the right to accept any proposal in whole or in part, to reject any or all proposals in whole or in part and to waive irregularity and/or informalities in any proposal and to make the award in any manner deemed in the best interest of the City.

SECTION 2 – SCOPE

BACKGROUND

The City of Ann Arbor seeks an artist, or artist collaborators to create artwork(s) for permanent inclusion in the southwest corner of the main lobby area of the Ann Arbor Justice Center (AAJC).

After years of debate and exploration regarding the housing of the 15th Judicial District Court and Ann Arbor Police Services, in 2004 City Council took action to deal with this long-standing issue. City Council and staff reviewed dozens of possible Court and Police locations in and around the downtown area, analyzed a multitude of proposed solutions, formed an independent task force to make a recommendation, listened to and sought out a variety of public input and spent countless hours investigating affordable building alternatives to address the space needs of the court while also creating much needed space for the Ann Arbor Police Services.

Years of public process and input resulted in the recommendation to build the 15th District Court and Police Facility on the west side of the current City Hall located at 100 N. Fifth Ave. The new building, which houses the 15th District Court, including its Probation Office, the Ann Arbor Police Services, and the City's Information Technology Unit is identified as the Ann Arbor Justice Center (AAJC). Together with the existing Guy Larcom City Hall building, which will house the remaining centralized City offices, the site is identified as the Ann Arbor Municipal Center.

The AAJC is a new five-story, 103,000 square foot building on the west side of the current Larcom City Hall building, plus approximately 19 spaces for secure parking at grade. The City's Information Technology Unit is in a non-public area on the first level. Above the first level are two floors for Police and two floors for the 15th District Court, including the Probation Office. Public entry will be from the entry plaza on the south side off Huron Street and from the north entry court off Ann Street through enclosed Atrium. The AAJC has been designed to achieve LEED Certification (Gold).

When the public approaches the Huron Street entrance to the AAJC, they will walk through a rain garden and past a piece designed by Herbert Dreiseitl, a large water feature sculpture with integrated glass pearls located at the east edge of the south plaza adjacent to the rain garden. Please visit the Ann Arbor Public Art Commission homepage to view the July 2009 Dreiseitl presentation: <http://www.a2gov.org/government/publicservices/Pages/aapac.aspx>

More information about the Justice Center and Municipal Center is available at

http://www.a2gov.org/news/Documents/Court-Police_Facility/Public%20Mtg_080430.ppt

As visitors and staff enter the lobby of the AAJC, they will pass through a security check point and into the large open lobby area. A blue glass wall spans the length of the entire right side of the lobby area and floor to ceiling windows are on the remaining three walls. The artwork will be located in the southwest corner of the lobby. This corner currently has a public seating bench with a carpeted floor area underneath. Public traffic for the AAJC will be for the 15th District Court, Probation Office and Police Services. Specific attention needs to be given to the type of piece that can sustain a high traffic volume.

SPEFICIATIONS

This artwork should be a ceiling mounted or suspended piece that will be visible and make an impression looking in from both North Fifth Avenue and Huron Street (southwest corner) during the day and at night with either incorporated or reflected lighting. The artwork should complement the building and surrounding site environment. The artwork should speak to the public purposes of the building, which include public safety, justice, equality and security.

Dimensions: Lobby SF:	3160 SF
Floor to Ceiling Height:	Lobby 21'-4" AFF
Lobby SW corner	21'-10" AFF
Elevator Lobby	8'-10" AFF
Flooring:	Terrazzo
Ceiling:	Hold up to 200lbs

BUDGET

The budget for this project shall not exceed \$150,000.00. This budget includes all costs related to the project such as artist design; lighting costs; artist travel; and artwork fabrication, transportation, any required insurance, any subcontractor expenses and final installation. The actual cost of the artwork is dependent upon the proposal, the selection committee's recommendation and the final decision by the Ann Arbor City Council.

SELECTION PROCESS

Based on the proposals, an artist and the proposal will be selected to be created and installed. The steps in each phase are set forth in the timeline, above. Each artist or team of artists that is a finalist, regardless of the number of members of the team, will be provided a \$1,000 honorarium upon the timely submittal of the artist's or team's complete proposal, including the three-dimensional model or maquette.

PROPOSAL SUBMISSION REQUIREMENTS

Detailed proposals from finalists shall include:

- drawing(s) or other image(s)
- a three-dimensional model or maquette
- a written description of the artwork
- a budget
- a maintenance plan and maintenance requirements
- a timeline for completion
- identity of fabricator(s), with information about the qualifications and experience of fabricator(s) that are not the artist(s)

CRITERIA FOR PROJECT SELECTION

The Selection Panel will evaluate PRE-QUALIFIED proposals from SOQ 797B using the following criteria:

This artwork shall be a ceiling mounted or suspended piece that is visually impressive to look at from all angles during daylight or evening hours.

1. Quality of presentation and artistic merit
2. The manner and extent to which the proposals speak to the public purposes of the building, which include public safety, justice, equality and security
3. Technical abilities of the artist(s)
4. Proven ability to work with a community, including a sensitivity to reflect the diversity and cultural richness of the city
5. Proven ability to work effectively as a team member within a pre-existing structure
6. Experience working in public settings and fabricating and installing permanent artwork
7. Input from artist(s) references
8. Cost
9. Maintenance requirements and cost

The City reserves the right not to select any of the proposed artwork(s) submitted by finalists.

SECTION 3 – SAMPLE ARTIST SERVICE CONTRACT

PROFESSIONAL SERVICES AGREEMENT BETWEEN

AND THE CITY OF ANN ARBOR FOR

DESIGN, FABRICATION, AND INSTALLATION

OF PUBLIC ART AT

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 100 North Fifth Avenue, Ann Arbor, Michigan 48104 (“City”) and _____, a(n) _____, whose address _____ (“Artist”), agree as follows this ___ day of _____, 201_.

The Artist agrees to provide services to the City under the following terms and conditions:

I. DEFINITIONS

Administering Service Area/Unit means Public Services Area.

Contract Administrator means Public Services Area Administrator or whomever the Contract Administrator may from time to time designate.

II. DURATION

This agreement shall become effective on _____, 201_, and shall remain in effect until satisfactory performance of all services, unless terminated for breach or as provided in this agreement.

III. SERVICES

A. General Scope: The Artist agrees to provide design, fabrication, and installation services for an installation as specified in Exhibit A. The City makes no guarantee that any of the designs developed by the Artist will be implemented.

B. Quality of Services: The Artist’s standard of service under this agreement shall be of the level of quality performed by professionals regularly rendering this type of

service. Determination of acceptable quality shall be made solely by the Contract Administrator.

- C. City Review of Services: The services shall, at all times, be subject to the City's general review and approval. The Artist shall confer with the City periodically during the progress of the services, and shall prepare and present such information and materials as may be pertinent, necessary or requested by the City to determine the adequacy of the services or the Artist's progress. Upon reasonable prior notice to the Artist, the City and its elected officials, officers, employees and agents shall have the right to make reasonable inspections and reviews of the Artist's progress with respect to the services.
- D. Compliance with Applicable Law: The Artist shall perform his services under this agreement in compliance with all applicable laws, ordinances and regulations.
- E. Additional Work: The City may desire to have the Artist perform work or render services in connection with this project other than that expressly provided for in the "Scope of Services" section of Exhibit A. This will be considered extra work, supplemental to this agreement and shall not proceed unless authorized by a written amendment signed by both parties. Any costs incurred due to the performance of extra work prior to execution of an amendment will not be reimbursed under this agreement or an amendment.

IV. COMPENSATION OF ARTIST

The Artist shall be paid as specified in Exhibit A. The total fee to be paid the Artist for the Services, including all design, installation, administrative and any other costs incurred, will be _____ (\$_____), provided all of the Services performed are accepted as specified in Exhibit A.

Payment shall be made upon satisfactory completion and delivery of the Services as provided in Exhibit A. It is understood and agreed between the parties that the compensation stated above is inclusive of any and all remuneration to which the Artist may be entitled.

V. WARRANTY OF SKILL BY ARTIST

- A. The Artist warrants that the quality of his/her services under this agreement shall conform to the level of quality performed by experts regularly rendering this type of service.
- B. The Artist warrants that he/she has all the skills and experience necessary to perform the services he/she is to provide pursuant to this agreement. The Artist may rely upon the accuracy of reports and surveys provided to him/her by the

City except when defects should have been apparent to a reasonably competent Artist or when he/she has actual notice of any defects in the reports and surveys.

VI. RELATIONSHIP OF PARTIES

- A. The parties to this agreement agree that it is not a contract of employment but is a contract to accomplish a specific result. Artist is an independent contractor performing services for the City. Nothing contained in this agreement shall be deemed to constitute any other relationship between the City and the Artist.
- B. The Artist certifies that he/she has no personal or financial interest in the project other than the fee he is to receive under this agreement. The Artist further certifies that he/she shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of services under this agreement. Further Artist agrees and certifies that he/she does not and will not employ or engage any person with a personal or financial interest in this agreement.
- C. Artist does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.
- D. Artist certifies that he/she is not, and shall not become, overdue or in default to the City for any contract, debt, or any other obligation to the City including real or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this agreement.

VII. ARTIST'S ACKNOWLEDGMENT OF RISKS AND WAIVER OF RIGHTS

The Artist understands that the City's willingness to enter into this contract is conditioned upon the Artist's agreement to the following provisions.

1. Acknowledgment of Risks of Damage. Artist acknowledges, for the benefit of the City, that installation of the work of art into the building, structure, landscape or other City facility for which it has been designed may subject such work of art to destruction, distortion, mutilation or other modification by reason of the removal of such work of art from such building, structure, landscape or other City facility.

2. Waiver of Rights Under Visual Artists Rights Act of 1990. The Artist understands and agrees that, as to his rights in the work of art, the provisions of this agreement shall supersede the provisions of the Visual Artists Rights Act of 1990 ("VARA"), 17 U.S.C. § 101 et. seq., as amended, including but not limited to § 106A(a) and § 113(d), as to the work of art, and that execution of this Agreement by the Artist shall constitute a waiver by the Artist, as permitted in 17 U.S.C. § 106A(e), as amended, of any and all rights or protections in the work of

art, and any uses of the work of art whatsoever, set out in or otherwise granted by 17 U.S.C. § 101, et. seq., as amended, including but not limited to § 106A(a) or § 113(d), or otherwise in the nature of “Droit Moral” under which artists claim an interest in their work. The Artist understands that, despite the City’s commitment not to intentionally damage, alter or modify the work of art without the prior written approval of the Artist, alterations to the site and/or removal of the work of art from the site may subject the work of art to destruction, distortion, mutilation or other modification, by reason of such site alterations or its removal.

3. Maintenance, Repairs or Restorations. The City shall have the right to determine, in its sole discretion, after consultation with a knowledgeable professional selected by the City, when and if maintenance, repairs and restorations to the work of art will be made.

4. Damage. Subject to Paragraph 6 below, the City agrees that it will not intentionally damage, alter, or modify the work of art without the prior written approval of the Artist.

5. Notification to Artist. The City shall endeavor to notify the Artist, during the Artist’s lifetime, of any proposed alteration of the site that would affect the intended character of the work of art and shall endeavor to consult with the Artist in the planning and execution of any such alteration and shall make a reasonable effort to maintain the integrity of the work of art.

6. Removal, Relocation, Sale, Donation or Destruction. Nothing in this Agreement shall preclude any right of the City, in its sole discretion, to destroy the work of art.

VIII. OWNERSHIP OF DOCUMENTS AND WORKS OF ART; INTELLECTUAL PROPERTY RIGHTS; NON-INFRINGEMENT

- A. All intellectual property rights, including without limitation any material produced in the pursuance of the agreed professional services, shall vest in and at all times remain vested in the originator of the material produced. will identify and clearly mark all materials produced and given to the City that constitute intellectual property, the rights to which are vested in and retained by or vested in and retained by any other originator, including identification of such other originator.
- B. The design recognition of the input and intellectual property rights of shall be honored, including when there is no further involvement in the project. This includes recognition of basic concepts which through developments and evolutions persist though to the final constructed design object.

- C. When displayed or reproduced in any manner, all intellectual copyright materials belonging to the artist , including sketches drawn by the artist, that have been identified and marked in accordance with Paragraph A, above, must be acknowledged in writing with “©,” as appropriate, in immediate adjacency to the image, and recognized orally as appropriate.
- D. Will accept no liability for the further interpretation, design or implementation by others of ideas, concepts and intellectual copyright materials generated in the pursuance of this agreement.
- E. The City shall own the physical embodiment of the works of art, including but not limited to, the art work proposals and all preliminary studies, models, samples and maquettes thereof.
- F. The Artist represents and warrants that the art work designs do not infringe or violate any copyright, trade secret, trademark, patent or other proprietary or personal right held by any third party.

If any of the art work designs is in any action held to constitute an infringement of any third party’s rights and its use is enjoined, the Artist shall immediately and at his/her expense (a) procure for the City the right to continue its use of the art work design in accordance with this agreement, (b) alter the art work design to eliminate infringing portions, subject to the City’s approval, or (c) replace the art work design with a design acceptable to the City that is non-infringing.

- G. The warranties made and the rights granted by this section VIII of the agreement shall survive the expiration or earlier termination of this agreement.

IX. RISK OF LOSS; INSURANCE; INDEMNIFICATION

- A. The Artist shall take such measures as are reasonably necessary to protect the work from loss or damage until the Artist has completed delivery to the City of all materials specified herein and ownership is transferred to the City, which shall occur when delivery is complete.
- B. The Artist is responsible for procuring and maintaining at his own expense whatever insurance he/she requires during the life of this agreement to protect himself from claims for bodily injuries, death or property damage which may arise under this agreement and to cover bodily injuries, death, property damage or other losses he/she may suffer while performing the work under this agreement, including damage to or loss of the work while in his possession and control.

- C. To the fullest extent permitted by law, the Artist shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, to its proportionate extent, from any negligent, grossly negligent, reckless and/or intentional wrongful or tortious acts or omissions by the Artist or his agents occurring in the performance of this agreement.

X. TERMINATION OF AGREEMENT; RIGHTS ON TERMINATION

- A. This agreement may be terminated by either party in the case of a breach of this agreement by the other party, if the breaching party has not corrected the breach within 15 days after notice of termination is given in conformance with the terms of this agreement.
- B. The City shall have the privilege, with or without cause, to cancel and annul this agreement at any time on 30 days written notice to the Artist in accordance with the notice provisions contained in this agreement.

If services are terminated for reasons other than the breach of the agreement by the Artist, the Artist shall be compensated for reasonable time spent and reasonable quantities of materials used prior to notification of termination. As a condition of receiving the payment from the City, the Artist agrees to transfer title to all partially completed work, plans, notes, drawings, etc., to the City.

XI. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Artist access to staff and City owned properties as required to perform the necessary services under the agreement.
- B. The City shall notify the Artist of any defects in the services of which the City has actual notice.

XII. ASSIGNMENT

- A. The Artist shall not subcontract or assign any portion of the services without prior written consent from the City.
- B. The Artist shall retain the right to pledge payment(s) due and payable under the agreement to third parties.

XIII. NOTICES

All notices, forms, reports, maintenance suggestions, and other textual materials required by this agreement shall be in writing, and all such material, together with any other material to be delivered hereunder, shall be delivered or mailed to the respective

addresses of the parties hereto. The Artist's failure to keep the City reasonably informed regarding the Artist's current address shall be deemed a waiver of the Artist's rights and opportunities under this agreement.

All notices, requests, demands or other communications that are required or permitted to be given under this agreement shall be in writing and shall be deemed to have been duly given upon receipt when addressed as follows:

If to the City, to:

Public Services Area Administrator
City of Ann Arbor
P.O. Box 8647
Ann Arbor, MI 48107-8647

If to the Artist, to:

or to such other address as may be specified hereafter by either party for itself, by written notice to the other party.

XIV. EXTENT OF AGREEMENT

This agreement represents the entire understanding between the City and the Artist and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this agreement.

This agreement may be altered, amended or modified only by written amendment signed by the Artist and the City.

XV. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this agreement or the application of the provision to other parties or other circumstances.

XVI. CHOICE OF LAW

This agreement shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement, the Artist and the City agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this agreement.

XVII. SIGNATURES

FOR ARTIST

By: _____

FOR THE CITY OF ANN ARBOR

By: _____
John Hieftje, Mayor

By: _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Steven D. Powers, City Administrator

Craig F. Hupy, Interim Public
Services Area Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

EXHIBIT A

Scope of Service and Compensation

Art Features for _____

Design, Fabrication, and Installation Service

[Scope of Services]

Fees: Total Project budget: \$_____ (_____)

[Description of how and when payments will be made]

☐ **RATE EFFECTIVE MAY 1, 2011-ENDING APRIL 29, 2012←**
LIVING WAGE ORDINANCE – CITY OF ANN ARBOR

\$11.83 per hour

if the employer provides health
care benefits*

\$13.19 per hour

if the employer does **NOT**
provide health care benefits*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time ***must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.***

ENFORCEMENT

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

** Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.*

**The Law Requires Employers to Display This Poster Where
Employees Can Readily See It.**

For Additional Information or to File a Complaint

Contact:

Linda Newton, Procurement Officer

734/794-6576 or lnewton@a2gov.org LW-1