

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE ANN ARBOR ART ASSOCIATION  
AND THE CITY OF ANN ARBOR  
FOR ARTIST SELECTION SERVICES FOR STORMWATER MANHOLE COVER ART**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and the Ann Arbor Art Association dba Ann Arbor Art Center ("Contractor") a Michigan nonprofit corporation with its address at 117 West Liberty Street, Ann Arbor, Michigan 48104 agree as follows on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

The Contractor 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 Chris Elenbaas, P.E., acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to City by Contractor under this Agreement

Project means Artist Selection Services for Stormwater Manhole Cover Art.

**II. DURATION**

This Agreement shall become effective on the date that all parties have signed, and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI.

**III. SERVICES**

- A. The Contractor agrees to provide public engagement, artist solicitation, review and selection services ("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.
- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.

- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

#### **IV. INDEPENDENT CONTRACTOR**

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

#### **V. COMPENSATION OF CONTRACTOR**

- A. The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Section III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed/hours allocated) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

#### **VI. INSURANCE/INDEMNIFICATION**

- A. The Contractor shall procure and maintain during the life of this contract such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Contractor shall provide to the City, before the commencement of any work under this contract, documentation satisfactory to the City demonstrating it has obtained the policies and endorsements required by Exhibit C.

- B. Any insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor 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, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

## **VII. COMPLIANCE REQUIREMENTS**

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.
- B. Living Wage. If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

## **VIII. WARRANTIES BY THE CONTRACTOR**

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.

- B. The Contractor warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.
- D. The Contractor warrants that it 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 and personal property taxes.
- E. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other perform or firm to submit or not to submit a proposal for the purpose of restricting competition.

#### **IX. OBLIGATIONS OF THE CITY**

- A. The City agrees to give the Contractor access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

#### **X. ASSIGNMENT**

- A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

#### **XI. TERMINATION OF AGREEMENT**

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.

- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

## **XII. REMEDIES**

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.

### **XIII. NOTICE**

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONTRACTOR, it shall be addressed and sent to:

Ann Arbor Art Center  
117 W. Liberty Street  
Ann Arbor, Michigan 48104  
Attention: Marie Klopf, President/CEO

If Notice is sent to the CITY, it shall be addressed and sent to:

City of Ann Arbor  
Public Services Area  
c/o Craig A. Hupy, P.E., Public Services Area Administrator  
301 E. Huron St.  
Ann Arbor, Michigan 48104

### **XIV. CHOICE OF LAW AND FORUM**

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

## **XV. OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor.

Unless otherwise stated in this Agreement, any intellectual property owned by Contractor prior to the effective date of this Agreement (i.e., Preexisting Information) shall remain the exclusive property of Contractor even if such Preexisting Information is embedded or otherwise incorporated in materials or products first produced as a result of this Agreement or used to develop Deliverables. The City's right under this provision shall not apply to any Preexisting Information or any component thereof regardless of form or media.

## **XVI. CONFLICTS OF INTEREST OR REPRESENTATION**

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City. The City's prospective consent to the Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

## **XVII. 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 and circumstances.

**XVIII. EXTENT OF AGREEMENT**

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

**FOR CONTRACTOR**

By \_\_\_\_\_  
Type Name  
Its

**FOR THE CITY OF ANN ARBOR**

By \_\_\_\_\_  
Christopher Taylor, Mayor  
By \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

**Approved as to substance**

\_\_\_\_\_  
Howard Lazarus, City Administrator

\_\_\_\_\_  
Craig Hupy  
Public Services Area Administrator

**Approved as to form and content**

\_\_\_\_\_  
Stephen K. Postema, City Attorney

**EXHIBIT A  
SCOPE OF SERVICES**

**(Insert/Attach Scope of Work & Deliverables Schedule)**



## **RFP No. 982 - Artist Selection Services for Stormwater Manhole Cover Art**

ANN ARBOR ART CENTER

### **A. PROFESSIONAL QUALIFICATIONS**

Ann Arbor Art Association (dba: Ann Arbor Art Center)

501(c)3 nonprofit organization licensed to operate in the State of Michigan

#### Professional Personnel

##### **Omari Rush**

Director of Community Engagement (Project Manager and City point of contact)

- Key Work Areas: Project management, public relations, community engagement, project promotion, City relations, research, development of call for art
- Skill/Qualifications: Managing programs, connecting with and convening community members, understanding of regional arts communities
- Background: POP-X festival director, vice chair of the State of Michigan Council for Arts and Cultural Affairs, project manager for Stadium Boulevard art installation selection process

##### **Marie Klopf**

President/CEO

- Key Work Areas: Project oversight, fiscal management and strategy, City relations
- Skills/Qualifications: Project management, engineering and infrastructure, financial strategy, understanding of City growth and development projects and priorities (see this video: <https://www.youtube.com/watch?v=x6pKDrE2AHQ&feature=youtu.be>)
- Background: Bachelor's degree in engineering and master's degree in administration, appointed member of the Ann Arbor Downtown Development Authority and Washtenaw County Economic Development Coordinating Committee, president/CEO of the Art Center since 2012

##### **Megan Winkel**

Gallery Director

- Key Work Areas: Artist outreach and recruitment, research, set up and administration of art solicitation systems, project promotion, research, development of call for art
- Skills/Qualifications: Structuring calls for art and art competitions, connections to regional artists (Ann Arbor, Detroit, and the Midwest generally), art history
- Background: Previous work at the Detroit Institute of Arts and Detroit Artists Market; degrees in art history, arts administration, and merchandising; manages Art Center on- and off-site exhibitions, art placement program, and gallery shop



### **Luisa Puentes**

Marketing Director

- Key Work Areas: Digital and social media marketing, communications strategy planning and implementation, development of promotion platforms and project website
- Skills/Qualifications: Marketing (generally), developing targeted e-mail and social media campaigns, optimizing ad placement, content creations (videos, gifs, pictures)
- Background: Built the Art Center website, went from 7,000 to 17,000 social media followers in two years, annually attends Digital Summit: Detroit conference (major marketing convening)

During the proposed contractual engagement, each Art Center employee above will be located at the Ann Arbor Art Center, 117 West Liberty Street, Ann Arbor, MI 48104.

### **Ann Arbor Art Center: History and Background**

For 107 years, the Ann Arbor Art Center has been sparking creativity in people of all ages and artistic abilities. Our mission is “to be a contemporary forum for the visual arts through education, exploration, collaboration and exhibition, and to engage minds, expand perspectives and inspire growth in students of all ages, teachers, artists, and the community.” The Art Center provides a three-story visual arts hub in the heart of downtown Ann Arbor, and in the past three years our organization has experienced significantly improving health, rapidly growing our ability to delight and inspire an increasing number of area residents and visitors.

The Art Center works within our mission through four separate, though interrelated program areas: education, exhibition, community engagement, and retail. Education: instructor-led classes, monitored open studio time, children's summer camps, and arts-infused custom events. Exhibition: work shown in our 117 Gallery, in our micro Aquarium gallery, and through our public art program. Retail: selling artwork of over 175 artists in our 117 Gallery Shop and connecting artists with private clients. And Community Engagement: providing myriad entry points for people to experience the arts, such as through our free outdoor arts festival or adult arts field trips. Across these areas is a specific focus on Artists. For instance, via a cross-departmental “Artists Team” formed in 2015, we streamlined our online communication of services for artists and developed Artists' Meet & Greets, a series providing artists with networking and professional development presentations by experts. These areas all feature experimentation, accessibility, and sustainability, characteristics that strengthen our benefit to the community.

Specific to this project proposal, throughout the programs detailed above, the Art Center creates and distributes a call for art, on average, once every six weeks and in that work has established standard procedures for evaluating artist submissions, whether as part of small-scale pop-up exhibitions or large-scale outdoor festivals. Our ability to promote these opportunities is support by having, again, over 17,000 social media followers and over



170,000 website views in a year. The Art Center staff also have broad and complementary skills that support consistent achievement.

## **B. PAST INVOLVEMENT WITH SIMILAR PROJECTS**

Below are current and past projects of the Art Center that are similar to this proposed manhole cover project in content, scale, artist outreach, City collaboration, or community engagement.

### **POP-X**

For two years the Art Center has produced POP-X, an annual outdoor exhibition of contemporary art. Each year POP-X has been a ten-day festival featuring nine 100-sqft. pop-up art pavilions that house a unique art installation by an artist or artist collective. The festival also includes daily outdoor music performances and a series of community programs. In two years POP-X has attracted over 12,000 visitors. It is located in Liberty Plaza Park and the Art Center has worked collaboratively with the City's Parks and Recreation and Police Departments.

- *Project Lead:* Omari Rush. *Budget:* \$110,000 (breakeven). *Schedule:* Both festivals have opened and closed on schedule.

### **Exhibition and Education Program**

The Art Center host 8-12 exhibitions per year in our 117 Gallery and 12-16 show in our Aquarium Gallery primarily featuring artists from throughout the Midwest. These often involve posting calls for art or recruiting highly-regarded curators to select art. We also offer, on average, 250 classes a year that feature artist teachers and attract budding artists from throughout the region, so many that in FY2016 there were 92 people on waiting lists to get into classes. All of these art programs attract over 50,000 visitors a year.

- *Project Lead:* Megan Winkel, with Art Center education director. *Budget:* \$784,000 (breakeven). *Schedule:* Exhibitions and classes run on a tight schedule based on a yearlong planned calendar of activities.

### **Stadium Boulevard**

Currently, the Art Center is managing the selection of art to be installed along Stadium Boulevard as part of that roadway's upcoming reconstruction. This process—similar in structure, though note scale, to this manhole cover project—has involved the formation of a community advisory committee, creation and distribution of a call for art, and evaluation of submitted proposals. Upcoming, the Art Center will be presenting the final three proposals to the community (via a brief video) for a vote and will recommend a winner to the Public Art Commission. One of our goals was to receive 20-30 submissions for this large-scale, site specific installation. We received 57 submissions. Two panels of diverse community members reviewed proposals in public. Despite the large number of proposals that had to be covered, meetings began and ended on time and yielded consistent choices for the top



three proposals. Once this project ends, we will reflect on our process with our staff and community advisory committee and look to improve and refine our process for working with the City and community in choosing or installing art for public places.

- *Project Leads:* Omari Rush, Marie Klopf. *Budget:* \$150,000 (the project is on track to finish at least on budget, if not under budget by December 31). *Schedule:* The project is on schedule and has hit projected activity targets, as recently reported to City project manager Mike Nearing.

### **Public Chambers Gallery**

As of early-October, the Art Center was selected by the City to curate a new rotating gallery in Public Chambers in City Hall. The timeline of this project is still to be determined based on the City's timeline for installation of gallery hardware and finalizing the terms of our agreement.

- *Project Leads:* Omari Rush, Megan Winkel. *Budget:* \$12,800. *Schedule:* TBD

### References

Stadium Boulevard Art Installation

**Mike Nearing**, Senior Project Manager  
City of Ann Arbor Project Management Services Unit  
301 E. Huron Street, Ann Arbor, MI 48104  
734-794-6410 ext. 43635

POP-X Festivals

**Jessica Black**, Recreation Supervisor  
City of Ann Arbor Parks and Recreation Department  
301 E Huron Street, Ann Arbor, MI 48104  
734-794-6230 ext. 42502

Ann Arbor Art Center Programs and Operations

**Neel Hajra**, President & CEO  
Ann Arbor Area Community Foundation  
301 N. Main Street, #300, Ann Arbor, MI 48104  
734-663-0401

### **C. PROPOSED WORK PLAN**

Elements of the proposed work plan for this manhole cover art project are management, marketing, City and community engagement, and artist outreach.

### **Management**



Omari Rush will be the project manager working closely with Art Center colleagues in marketing and exhibitions, as well as with Marie Klopff on general project oversight and management.

### **Research**

Staff involved will begin by researching characteristics of manhole covers, both on their own and working with City staff. Specifically, research will explore the history of the historic East Jordan Iron Works foundry northern Michigan for additional project inspiration.

### **Advisory Committee**

The Art Center is currently working with a community advisory committee as part of the Stadium Boulevard art selection project. This committee of 14 diverse members has been high-functioning and Art Center staff will contact each person to determine if they would be willing to extend their engagement to include participation on the advisory committee for this manhole cover project. Those committee members are as follows and notably includes the chair of the Ann Arbor Public Art Commission:

Lisa Borgsdorf, University of Michigan (U-M) Museum of Art

Lori Brewer, Brewer's Towing

Allison Buck, Arts Alliance

Justin Herrick, Entrepreneur and Restaurant Owner

WAP John, Grafaktri, Inc

John Kotarski, City of Ann Arbor Public Art Commission

Lucie Nisson, Mosaic Artist and POP-X Founding Partner

Leslie Raymond, Ann Arbor Film Festival

Lori Roddy, Neutral Zone

Mike Savitski, Savitski Design

Mia Shin, Pioneer High School

Versell Smith, Corner Health Clinic

Mary Thiefels, Neutral Zone

MaryAnn Wilkinson, U-M Taubman College of Architecture and Urban Planning/U-M  
Museum of Art

### **Schedule**

This process of managing the selection of artists to create stormwater manhole cover art will last for no less than six months. That schedule is dictated by the need to do the following tasks:

- Research the full scope and background of work
- Form and convene an advisory committee, giving members time to add meetings to their calendar
- Develop and distribute a call for art, giving artists time to develop high-quality submissions
- Evaluate submitted proposals internally and with the external support of a jury



- Gather public feedback on the short-list of top proposals by hosting or attending community convenings
- Present finalists to the Public Art Commission and then to the broad Ann Arbor community

### **Solicitation**

Proposals will be solicited from artists via CaFÉ, an internationally accessed application and adjudication website used to manage calls for art. (The Art Center currently uses this site for all of its exhibition programs.) We will also promote our open call through our Art Center website and social media platforms (Twitter, Facebook, Instagram). As an example of reach, when we use CaFÉ and similar promotional methods for our current 94th Annual All Media Exhibition, we garnered over 600 submissions for just 48 spots in the show: astounding. These numbers were boosted by the ever-growing reputation of the Art Center as a highly-regarding arts presenting and exhibition organization.

### **Community Engagement**

The Art Center's partnerships throughout the community are broad and diverse. They have been activated as collaborators on our free POP-IN drop-in series and POP-X festival, and they are generated, in part, through the connections of our 17-member board of directors and community advisory committee. Art Center staff members also serve on a range of boards and committees throughout the region (detailed in resumes) that further expand community reach. Our processes of public outreach and consultation will be powered by continued activation and mining of these partnerships.

### **Art Center and City Relations**

An open channel of communication between the project manager and lead City staff will be critical to project success. 'Open channel' means responsiveness, candor, dialogue, and information sharing. Having worked with the City on other projects, we have empathy and realistic expectations for the time it might take for any decision to be made or question to be answered, and we will work with City staff to build consideration of those factors into our final project schedule.

### **Public Art: Our Philosophy**

Within the Art Center's overarching mission of being a visual arts hub in and for the Ann Arbor area, we are specifically working to infuse the Ann Arbor area with distinctive, inspirational, and interactive arts experiences that engage artists and the public and enhance the quality of place. To do this, we have launched our annual outdoor festival, programmed pop-up events in and outside of our downtown Ann Arbor facility, and invested in the installation of ephemeral and permanent expressions of art in public places. This project fits well within that portfolio of work.

## **D. FEE PROPOSAL BY TASK**

See the separate sealed envelop clearly marked "Fee Proposal" for this information.



**E. AUTHORIZED NEGOTIATORS**

Marie Klopf, President/CEO  
734-926-4120  
mklopf@annarborartcenter.org

Omari Rush, Director of Community Engagement  
734-926-4124  
wrush@annarborartcenter.org

**F. ATTACHMENTS**

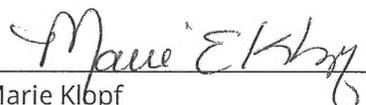
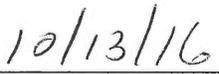
Key Staff Resumes: Rush, Klopf, Winkel, Puentes

Non-Discrimination Ordinance Declaration of Compliance

Living Wage Ordinance Declaration of Compliance

Vendor Conflict of Interest Disclosure Form

**AUTHORIZED OFFICIAL**

   
\_\_\_\_\_  
Marie Klopf Date  
President/ CEO  
Ann Arbor Art Center

## **SECTION II - SCOPE OF WORK**

### **Project Description**

The City of Ann Arbor is seeking proposals for professional services to solicit, evaluate and recommend artwork for a planned implementation of public art on the City's stormwater manhole covers.

The City's current standard stormwater manhole cover is a 26 inch wide 1040C casting manufactured by EJ. Artwork selected by this project will be implemented on similar castings that will be sized to be interchangeable on existing manhole frames.

Following selection of the winning design(s), the City will coordinate with the casting manufacturer to have the design cast onto future stormwater covers on an as-needed basis, such as for road reconstruction projects.

The consultant shall make themselves familiar with the limitations of casting artwork onto municipal castings (e.g., size, country of origin marking requirements, and design complexity).

### **Project Committee**

The consultant shall organize a volunteer project committee to assist in the execution of the deliverables. The project committee shall include at least one representative designated by the Ann Arbor Public Art Commission. The City may designate additional representatives as the City deems appropriate.

### **Scope of Work**

The consultant shall perform the following tasks:

1. Create specifications for the artwork;
2. Create and implement a process to solicit artwork proposals including the expected implementation/construction budget;
3. Work collaboratively with the Project Committee to define the process for selecting 4 to 6 finalists;
4. Create and post the formal call for artists;
5. Manage the receipt and review of all proposals;
6. Work with the Project Committee to create a "short-list" of 4 to 6 artists;
7. Manage and support the art selection process to identify a recommended proposal with public participation, including:
  - a. Community involvement through web-based polling and review/commentary;
  - b. Holding town hall meetings for direct community input;
  - c. Final jury review;
  - d. Communicate with the selected Artists;
  - e. Communicate with Artists not selected; and
  - f. Communicate winning designs to public.

8. Make a written recommendation to the City and the Ann Arbor Public Art Commission for the top 3 artwork proposals and be available to answer questions accordingly.

**City Support of Project.**

The City of Ann Arbor agrees to provide the following elements to assist and support the Project:

1. Provide requirements for size and limitations of design to allow production by typical manhole cover suppliers.
2. Provide support for communication process during the “Call for Artists” by answering requests for information regarding project details in a timely manner;
3. Provide a hyperlink from the City’s website to any website developed by the consultant to facilitate artwork selection; and,

## **EXHIBIT B COMPENSATION**

### General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the City:

(insert/Attach Negotiated Fee Arrangement)



**RFP No. 982 - Artist Selection Services for Stormwater Manhole Cover Art**  
ANN ARBOR ART CENTER

**D. FEE SCHEDULE**

The hourly rate for Art Center staff working on this project is \$100 per hour, inclusive of overhead (phone, internet, IT support, accounting, basic office supplies, photocopies, parking, facilities usage, general correspondence, reporting board of directors and community, in-house graphic design, etc.)

Two layers of Art Center staff will work on this project:

**Layer A**

- Omari Rush, Director of Community Engagement (project manager)
- Marie, Klopf, President/CEO
- Megan Winkel, Gallery Director
- Luisa Puentes, Marketing Director

**Layer B** (providing general project support):

- 117 Gallery Shop staff will answer or redirect inquiries received from in-person visitors or by phone
- Accountant will prepare invoices, process purchase orders, create/format the project budget, and develop and maintain other aspects of the project's financial backbone
- All Art Center staff will be consulted during organizational staff meetings or one-on-one for second opinions

**Projected Hours: Six-Month Period**

<u>Task Area</u>	<u>Hours</u>
General Oversight	58
Research	28
Committee Convening	34
Marketing	42
Public Engagement	32
City Communications	16
Artist Communications	30
Total Projected Hours	240

**Additional Fee Item**

\$3,000 honorarium for selected artists (\$1,000 per finalist)



**EXHIBIT C  
INSURANCE REQUIREMENTS**

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall have, at a minimum, the following insurance, including all endorsements necessary for Contractor to have or provide the required coverage.

A. The Contractor shall have insurance that meets the following minimum requirements:

1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.

2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident  
Bodily Injury by Disease - \$500,000 each employee  
Bodily Injury by Disease - \$500,000 each policy limit

3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$1,000,000	Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000	Per Job General Aggregate
\$1,000,000	Personal and Advertising Injury

4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- B. Insurance required under A.3 and A.4 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.
  
- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.