

West Park Artwork, Ann Arbor, Michigan - Request for Qualifications

The City of Ann Arbor Public Art Commission (AAPAC) and the Park Advisory Commission are seeking a Michigan artist or artist collaborators to create artwork(s) for permanent inclusion in a renovation project in West Park.

West Park is a 23 acre park located close to downtown Ann Arbor, Michigan and one of the gems of the City. It consists of open playing fields, a historic bandshell and pergola, tennis courts, basketball, pathways, picnic areas, a playground, and a baseball field.

Vistas through the park to the downtown are an important feature of the park. A master plan was recently completed that addresses storm water issues, and will result in the creation of bioswales, created wetlands, naturalized plantings, new pathways, improved access to the park, a renovated parking area, and concrete seat walls built in to the hillside to accommodate better viewing of events at the bandshell.

These concrete seat walls will be the canvas upon which we desire to install artwork. There will be three curving walls that are 120', 90' and 60' in length with approximately 15 feet between of grass between as they step down the hillside terminating at a small plaza to be constructed with concrete pavers and field stone. Both the top and the front face of the walls will be 18 inches, designed for seating.

The extent of the artwork and specific location on the walls is not predetermined, however, the construction includes an allowance for custom forms for the face of the concrete walls, which may be designed by the artist, or may consist of shapes with a reveal that can accommodate mosaics or other durable exterior materials.

Work needs to be highly vandal resistant and be applied in a way that does not interfere with seating.

The theme of the park is one of creating a more natural environment, with extensive use of native plants, the creation of an intermittent stream and wildlife habitat. The artwork should complement this in some way, to be defined by the artist.

Budget: The total budget for this art project is up to \$10,000, dependent upon the proposal and selection committee's final decision. This budget includes all costs related to the project such as artist design fees; any artist model and renderings, artist travel; and artwork fabrication, transportation, any required insurance, and final installation.

Timeline:

- Friday, January 22, 2010: Statement of Qualifications (SOQ) out to Michigan artists.
- Tuesday, February 2, 2010: 2 pm @ West Park: Walk through highly recommended for respondents with Amy Kuras
- Friday, February 12, by 2:00 p.m. 2010: SOQ response due.
- Week of February 16 -25, 2010: review panel meets to pick artist(s).
- Monday, March 1, 2010: choose / contact artist(s) for the project.
- March 4, 2010: Selection panel will interview artists.
- March 5, 2010: Final artist selection.
- Monday, March 15, 2010: artist(s) meet with panel to initiate project and discuss approach with panel. Project timeline to be set at this time.
- Monday, May 3, 2010: Design complete by artist along with budget.
- April-August 2010: Construction on park. Artist piece to be installed after May 2010. TBD

Project Walkthrough:

A meeting in the park will take place in West Park, meet in parking lot at Chapin Street entrance (between Huron and Miller) on Tuesday, February 2, 2:00 P.m.

Application and Submission requirements:

- Letter of Interest, with address, phone, and e-mail
- Resume
- (20) images of (past) artwork
- Three (3) References

Format and delivery of proposal submission shall be as follows:

- One hard copy of materials
- One CD of the proposal in electronic format as a pdf

The materials shall be submitted in a sealed envelope with:

West Park Artwork SOQ #759 written on the envelope

The proposal must be received by the Procurement office by Friday, February 12, 2010 by 2:00 p.m.

Proposals submitted after this time will not be accepted.

A sample service purchase order is attached. Please note insurance requirements and other specifications for contract.

The mailing address is:

Dee Lumpkin

Procurement office, 5th floor City Hall

100 North Fifth Avenue

Ann Arbor, MI 48104

If you are hand delivering the proposal, the entrance to City Hall is on Ann Street between 5th and Division.

Selection Requirements:

Finalists will be selected on the following criteria:

- Quality of presentation and artistic merit
- Strength of past artworks
- Experience working in public settings.
- Experience fabricating and installing artwork
- Proven ability to work effectively as a team member

Selection Process:

The selection process will occur in two (2) phases:

- A selection panel consisting of arts professionals, Ann Arbor Public Art Commission staff, Park Commission staff, and community members will review all applications and select a finalist.
- The selection panel will meet again to interview the finalist or finalist team and select the artist or artist team to be awarded the project.

Notification of Results:

The artist selected will be notified at the conclusion of interviews and panel deliberations. Please do not call the City of Ann Arbor Public Art Commission or the Park Advisory Commission. Applicants will receive notification of the panel's decision by e-mail. The City of Ann Arbor Public Art Commission and Park Advisory Commission reserve the right not to select any of the applicants.

Contact Information:

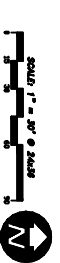
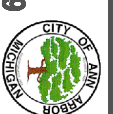
Amy Kuras Parks and Recreation Services
Phone: 734.794.6230 ext. 42590
e-mail: akuras@a2gov.org



- A - Wet Meadow Stormwater Treatment Wetland
- B - Amphitheater
- C - Picnic Area
- D - Existing Baseball Field
- E - Basketball Court
- F - Community Garden
- G - Proposed Parking
- H - Sports Field
- I - Emergent Stormwater Treatment Wetland
- J - Existing Tennis Court
- K - Native American Trail
- L - Playground

West Park Recreation & Stormwater Master Plan
Ann Arbor, Michigan

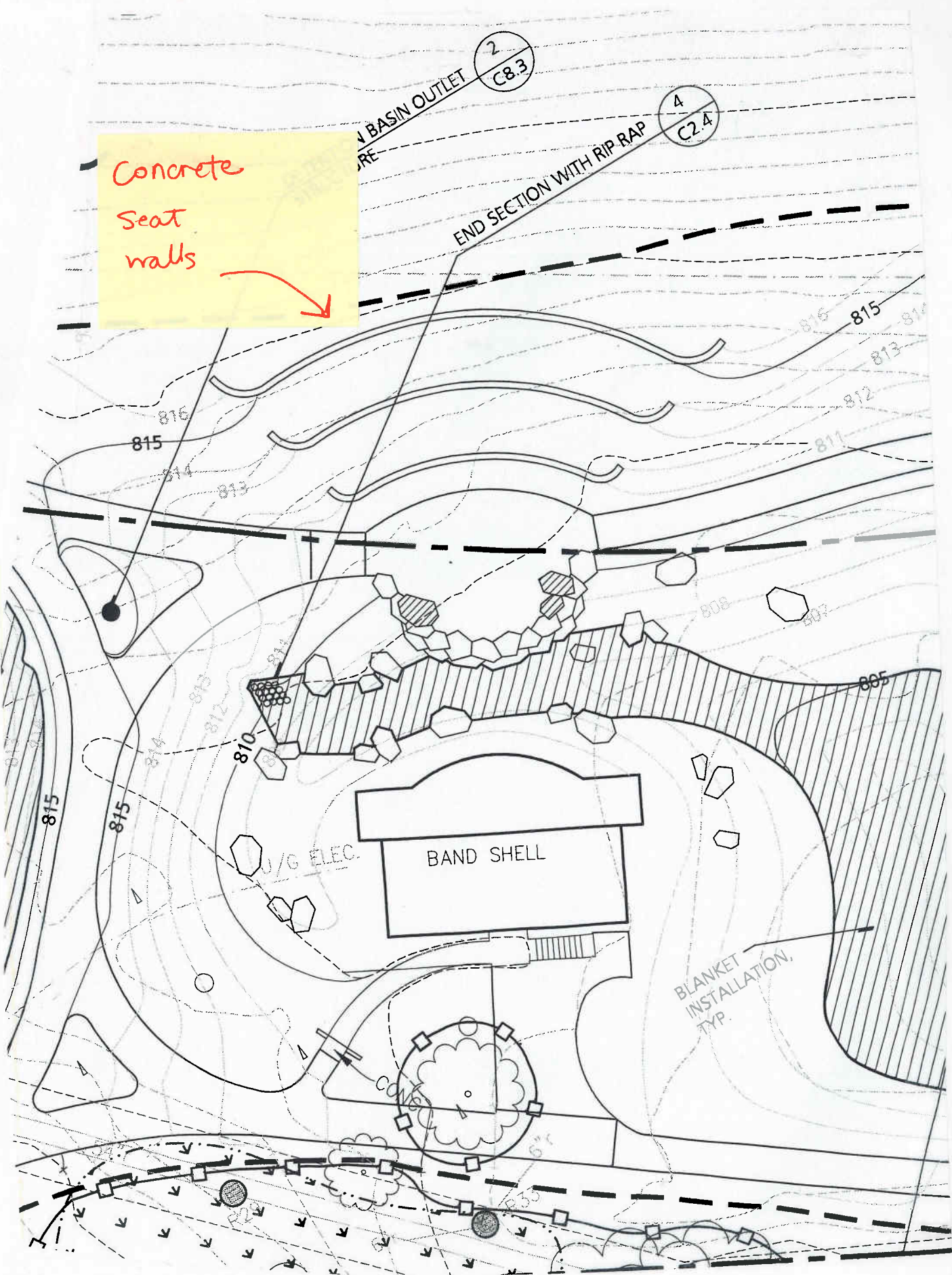
March 2009

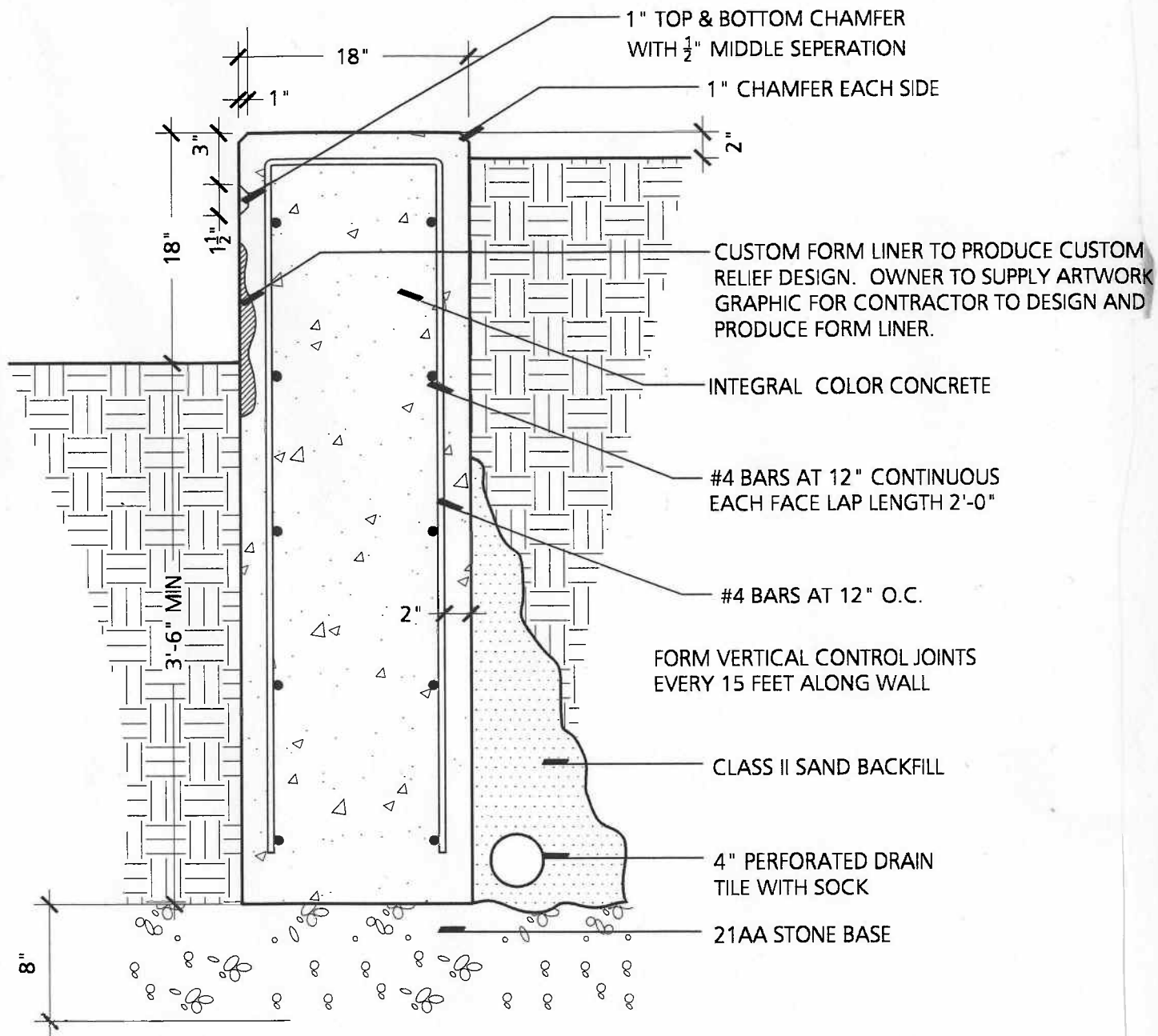


Concrete
Seat
walls

BASIN OUTLET
2
C8.3

END SECTION WITH RIP RAP
4
C2.4





3

Band Shell Seating Wall

NO SCALE

SERVICE PURCHASE ORDER TERMS AND CONDITIONS

1. No changes may be made in this order without written authorization of the Department Head requesting the Service. 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.
2. The Department requesting the Service may in writing grant additional time for delivery of Service when the City is satisfied the delay is beyond the control of the Service Provider.
3. Quality of Services under this agreement shall be of the level of professional quality performed by Service Providers regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Department Head requesting the Service.
4. It is agreed that all materials, goods, and services delivered shall comply with all Federal, State or Local Laws relative thereto.
5. **FAIR EMPLOYMENT PRACTICE** - The Service Provider agrees not to discriminate against any employee or applicant for employment based upon that persons race, religion, national origin, age or sex and to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code.
6. **LIVING WAGE** - If Service Provider is a covered employer as defined in Chapter 23 of the Ann Arbor City Code and has as of the date of this contract City contract(s) (including this contract) where the total amount of the contract(s) exceed \$10,000 or more in any 12 month period beginning from the date of the earliest contract between the parties which was awarded no more than 12 months prior to the date of this contract, then Service Provider agrees to all of the following: (1) to pay those persons working under the contract a living wage as defined by Section 1:815 (1)-(3) of Chapter 23; (2) to post a notice of the applicability of Chapter 12 in every location in which regular or contract employees providing services under this contract are working; (3) on request of the City, provide documentation to verify compliance with Chapter 23.
7. All claims for payment must be submitted in duplicate. The Service Provider shall be paid on the basis of time spent and materials used at the rates and prices on the reverse side. The City retains the right to (1) verify all claims made for payment and (2) reject all nonconforming goods and services within a reasonable period of time after delivery.
8. **INDEMNITY CLAUSE** - To the fullest extent permitted by law, the Service Provider 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, in whole or in part, from any negligent, grossly negligent, reckless and/or intentional wrongful or tortious acts or omissions by the Service Provider or its employees and agents occurring in the performance of this agreement.
9. **Default and Termination Clause** - In case of default of the Service Provider, the City may procure the services from other sources and the Service Provider will be liable for increased costs or any other damages caused by the default. The Services may be terminated without casue on 10 days notice unless otherwise specified.
10. **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 Service Provider agrees to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this agreement.
11. **Status of Independent Contractor** - It is understood that Service Provider is an independent contractor, and will not receive any overtime pay, holiday pay, sick pay, vacation pay, retirement benefits, pension benefits, insurance benefits or fringe benefits of any kind in any form. Service Provider shall be responsible for paying his/her own social security taxes, City withholding taxes (federal, state) and city (if applicable) income taxes from the fees paid to it. Service Provider is not a regular, temporary, hourly or casual employee of the City of Ann Arbor for any purpose.
12. During the term of this agreement, Service Provider agrees to procure and maintain in effect a policy or policies of, workers compenstation and general liability insurance, and if the services involve engineering and/or architectural services, professional liability insurance protecting the Service Provider and its employees in an amount specified on the reverse side, or as otherwise stated in the bid/proposal, prior to provision of any service. All such insurance certificates shall provide that they shall not be cancelled or amended without thirty days prior written notice to the City and shall be with insurance companies satisfactory to the City. Insurance shall be maintained for a period specified on the reverse side or as long as the services are being provided, if no period is specified.
13. For incidental parts and supplies for which Service Providers doing the requested work are typically reimbursed, the City will reimburse the Service Provider for the actual reasonable cost of the parts or supplies, except there shall be no reimbursement for parts or supplies costing \$500 or more unless prior to the purchase the City is notified of the cost and the City specifically approves the purchase.
14. Service Provider warrants that all services and/or goods will conform with all written proposals and descriptions, as well as any drawings, specifications, samples, or models furnished by the City or furnished by the Service Provider and approved by the City. In the event of conflicting or superseding proposals or warranties, the determination of acceptable performance of services shall be made by the City.