

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorizing the City Manager to Execute a Contract with rhiza A+D in an Amount Not to Exceed \$140,000 for Public Art Design, Fabrication and Installation
DEPARTMENT:	Parks, Recreation and Cultural Services
PRESENTED BY:	Eric Friedli, PRCS Director
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

The adopted 2017-2022 Public Art Plan (Resolution No. 404) establishes as its first Goal for the Public Art Program to be a leader in the City’s Placemaking efforts. It identifies the commissioning of iconic, distinctive, exciting artwork as an important way to achieve that Goal. The Parks, Recreation and Open Space Plan 2017-2023 (Resolution No. 412) established, as one of its eleven Strategic Action Initiatives the installation of “at least one permanent, significant piece of art by 2019”.

A Public Art Selection Panel was established per the guidelines in the Public Art Policy (Resolution No. 405). The Panel issued a Request for Qualifications and conducted a national outreach effort. The RFQ received interest from 97 artists which the panel narrowed to 60, and finally a shorter list of six that were interviewed via video conference call. Three finalists were then invited to make formal in-person presentations.

Following these final presentations, the Panel recommended rhiza A+D to the Parks, Recreation and Cultural Services Board, which unanimously approved the selection. The Panel selected rhiza A+D based on their body of work and their excitement about working with the Panel and community to develop the final design. More information about rhiza A+D can be found at their website: <http://rhizaaplusd.com/public-art>.

The generalized scope of work for the rhiza A+D proposed contract is attached to this staff report as Attachment A. The contract includes design, fabrication and installation of the public art piece.

RESOURCE/FINANCIAL IMPACT:

This professional services contract is budgeted for up to \$140,000. The cost is budgeted through the Municipal Art Fund.

RECOMMENDATION

Staff recommends that Council move to authorize the City Manager to execute a professional services contract with rhiza A+D in an amount not to exceed \$140,000 to design, fabricate and install public art.

ATTACHMENTS:

Attachment A – Generalized Scope of Work for rhiza A+D

Approved By: City Manager ***DT*** City Attorney ***MK***

Generalized Scope of Work

1. The Consultant shall provide design services, documents and coordination with the City for permitting.
2. The Consultant shall provide fabrication services of the artwork.
3. The Consultant shall arrange for the transportation and provide oversight of the installation of the Artwork and coordination with the City. Consultant shall be onsite to oversee and approve the installation
4. **DESIGN**
 - a. Present 2-3 concept(s) and collaborate with Art Selection Panel and community to refine concepts into final Design.
 - b. Receive feedback and incorporate and or revise design, budget, schedule, narrative in response. Provide final documentation to be included in the Final Proposed Art review for the Public Art Panel.
5. Design Approval
 - a. The City shall notify the Consultant in writing if it requires any revisions to the Design or if the Design is approved.
6. **FABRICATION**
 - a. After the City has approved the Final Design, Fabrication Budget and Schedule, and the City has provided the Consultant with a written notice to proceed with fabrication the Consultant shall fabricate and install the Artwork in substantial conformity with the Design.
 - b. The City shall have the right to review the Artwork by studio visit or submission of photo documentation at 50% and 100% fabrication during the fabrication thereof upon ten business days' notice.
 - c. If the City, during the fabrication stage, reviews the Artwork and determines that the Artwork does not conform to the Design, the City reserves the right to notify the Consultant in writing of the deficiencies and that the City intends to withhold the next payment installment. If the Consultant objects to the City opinion and the objections are not promptly cured, the City reserves the right to withhold additional payments. The City shall make reasonable efforts to resolve the dispute with the Consultant in good faith.

- d. The Consultant shall notify the City in writing when fabrication of the Artwork has been completed, and the Artwork is ready for delivery and installation at the Site if the Artwork was fabricated off-site.
- e. The City shall inspect the Artwork after receiving notification, prior to shipping, to determine that the Artwork conforms to the Design and to give final written approval of the Artwork. The City shall not unreasonably withhold final approval of the fabricated Artwork.

7. INSTALLATION / ACCEPTANCE

- a. Upon the City's final approval of the fabricated Artwork as being in conformity with the Design, the Consultant shall deliver and oversee the installation of the completed Artwork to the Site. The Consultant will coordinate closely with the City to ascertain that the Site is prepared to receive the Artwork.
- b. The Consultant shall be present onsite to oversee the installation of the Artwork.
- c. The City shall provide final written acceptance of the installation. After City's final acceptance the Artwork shall be deemed to be in the custody of the City.
- d. Upon installation of the Artwork the Consultant shall provide the City with written instructions for the appropriate maintenance and preservation of the Artwork.

8. CHANGES IN DESIGN & EXTRA WORK

- a. Prior to the execution of any change in the approved Design, Consultant shall present proposed changes in writing to the City for further review and approval.
- b. If the City approves the changes, the City shall notify the Consultant in writing within five (5) business days.
- c. If the City disapproves of the changes, the City shall notify the Consultant in writing within five (5) business days and the Consultant shall continue to fabricate the Artwork in substantial conformity with the Design.

9. TERMINATION

- a. The City may terminate the agreement and design process prior to acceptance of the Final Design.