



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: June 07, 2016

or Procurement Director Award

Contractor/Vendor Name (DBA): Stoller Studio Inc.

Project Title/Description:

Artist Services for Public Art at the Pima Animal Care Center(CFM.BNPACC)

Purpose:

Artist services to design, fabricate and install public art at the new Pima Animal Care Center.

Procurement Method:

Per Pima County BOS Policy C3.3 and Administrative Procedure 3-16 a "call to artists", qualifications based selection facilitated through Tucson Pima Arts Council.

Attachments: Request for Concurrence signed by County Administration and Board of Supervisors

Program Goals/Predicted Outcomes:

To provide quality, lasting art that is complimentary to the new facility's design to enhance the public and staff use of the facility.

Public Benefit:

Integration of the art into the new facility to enhance the public's experience at facility.

Metrics Available to Measure Performance:

Development and installation of the art work meeting the defined goals, quality standards and within the contractual time period.

Retroactive:

No

MAY 27 16 09 14 PC CLK DEB

To: COB- 5-27-16 (11)

Ver. - 1

Pgs. 26 Addendum

Procure Dept 05/26/16 PM 01:03

Original information

Document Type: CT Department Code: FM Contract Number (i.e., 15-123): 16-330

Effective Date: 06/07/2016 Termination Date: 12/31/2018 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$ 200,000 Revenue Amount: \$ _____

Funding Source(s): 2014 GO Bonds

Cost to Pima County General Fund: _____

Contract is fully or partially funded with Federal Funds? Yes No Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? Yes No Not Applicable to Grant Awards

Vendor is using a Social Security Number? Yes No Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Expense Revenue Increase Decrease Amount This Amendment: \$ _____

Funding Source(s): _____

Cost to Pima County General Fund: _____

Contact: Martyn Klell

Department: Facilities Management

Telephone: 724-3106

Department Director Signature/Date: [Signature] 5/25/16

Deputy County Administrator Signature/Date: [Signature] 5-25-16

County Administrator Signature/Date: [Signature] 5/26/16
(Required for Board Agenda/Addendum Items)

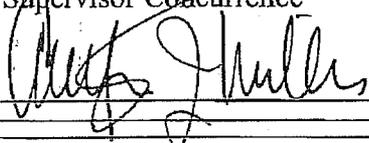
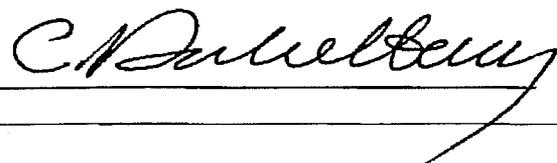
DATE: March 18, 2016
TO: Supervisor Ally Miller
TO: County Administrator Chuck Huckleberry
FROM: Jeff DaCosta, Public Art Assistant Manager
RE: Request for Concurrence for Public Art Selection Process for the Pima County Animal Care Center

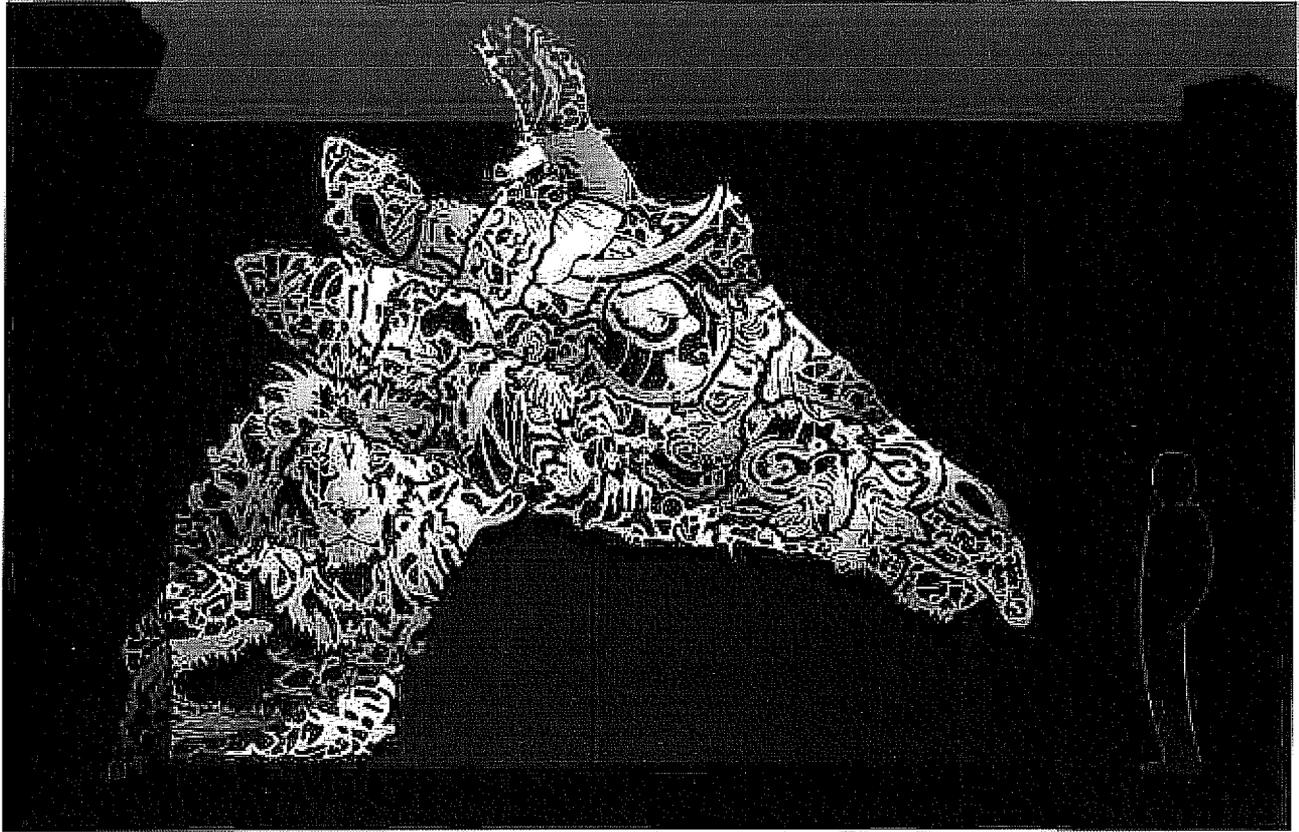
The Tucson Pima Arts Council is submitting this report documenting the selection of an artist for the Pima County Animal Care Center Art Project. The budget for art for this project is \$200,000. The selection panel, made up of members of the community, recommended Roger Stoller. The recommendation has been approved by the Public Art & Community Design Committee and the Board of Directors of the Arts Council.

Stoller will be contracted to work with the selection panel and the animal care center to come up with a final design. Stollers experience in creating large scale art has been demonstrated through his previous projects and includes works in bronze and steel. A chronology of the artist selection process is attached as well as a design for a similar project with a zoo in Texas.

In order for the City to contract with the artist to design and produce the artwork, concurrence that the selection procedures outlined in the Administrative Policies on Public Art have been properly followed is required.

If you concur with the process for the selected artist, please sign this concurrence request and forward it to the appropriate second party. Once the document has both signatures return it to me at Tucson Pima Arts Council by PDF or by mail. Following concurrence by both the Council Member and City Manager, the artist will be brought under contract with the City to produce the artwork. If you should have any questions, please do not hesitate to contact me at 624-0595, ext. 16, or by e-mail at mewooten@tucsonpimaartscouncil.org. Thank you.

Supervisor Concurrence	Date
	<u>4-15-16</u>
County Administrator Concurrence	Date
	<u>4/18/16</u>



Prior work sample: design for a zoo in Texas

Selection Chronology for Public Art: Pima County Animal Care Center

Artwork Budget: \$200,000

Project Scope: A panel representing the animal center, community members and arts professionals has selected an artist to create a public artwork for the center at a location that is to be determined at a later date.

July 17, 2015	Discussion with the Animal Care Center regarding art opportunities and timing of the prospective project.
Aug. 17, 2015	Call to Artists issued
Aug. 27, 2015	Pre-submission meeting
Sept 18, 2015	Panel assembled.

Panelists

Martyn Klell	Project Manager/County
Mathew Moutafis	Artist/ Community Member
Kelly Huber	Arts Professional
Jose Ocano	PCAC Manager
Henry Tom	Architect
Michael Kloth	Design team
Lucielle Mayotte	Community member

Nov 12, 2015 The panel convened and selected four finalists for interviews.

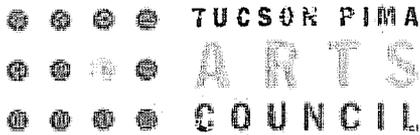
Maria Salinger
Koryn Ronstadt
Roger Stoller
Gordon Huether

Jan. 19, 2016 Finalist interviews and presentations. Panel selected artist for the project.

Artist Recommended: Roger Stoller

Feb. 10, 2016 Public Art Committee Meeting. Recommendation of art panels

Selection of artist approved by PACD



100 NORTH STONE AVENUE #303
TUCSON, ARIZONA 85701
Ph 520 624-0595 - Fax 520 624-3001

info@TucsonPimaArtsCouncil.org

www.TucsonPimaArtsCouncil.org

RESUME : Roger White Stoller

PUBLIC ART

Currently In Process

- 2014: Zoo – El Paso, TX

Public Installations

- 2014: PCH Roundabout – Carlsbad, CA
- 2013: University Campus – San Angelo, TX
- 2013: Public Library - Palo Alto, CA
- 2013: Ford Center - Evansville, IN
- 2012: Public Library - Bowie, MD
- 2011: Streetscape - City of South San Francisco, CA
- 2011: Solar Arbor – SJSU & City of San Jose, CA
- 2009: Public Library – City of Allen, TX
- 2009: Lobby, Market Building Jack London Sq. - Oakland, CA
- 2009: Airport Gateway - City of Stockton, CA
- 2006: Music Center at Strathmore – Montgomery County, MD
- 2002: ALZA / Google - City of Mountain View, CA

National Juried Competitions

- 2015 finalist: Police Dept, OKC, OK • Gateway, San Mateo, CA • Residential Development, San Mateo, CA • Public Park, Terre Haute, IN • Police Dept, Moorpark CA- Group show at Filoli Estate, Woodside, CA
- 2014 finalist: Fire Station, Tamarac, FL • Community Center, Cherryland, CA Gateway, Ashland, OR • CSUC Campus, Chico, CA
- 2013 winner: Roundabout, Carlsbad, CA, Finalist: Airport, Jackson Hole, WY
- 2012 finalist: Greenspace, Fairbanks, AK • Mirassou Winery, San Jose, CA • Aquatic Center, Surrey, BC, Canada
- 2011 winner: Angelo State University – San Angelo, TX • Ford Arena - Evansville, IN
- Streetscape - South San Francisco, CA • 2011 finalist: Edmonton, Canada; Logan, UT
- 2010 winner: Public Library, Bowie, MD; Public Library, Palo Alto, CA finalist: Salt Lake County, UT; Ogden, UT
- 2008 winner: Lobby - Jack London Sq. Oakland, CA; Public Library - Allen, TX finalist: Tamarac, FL; City of Madison, WI; Fairbanks AK
- 2007 winner: Airport Gateway - City of Stockton, finalist: Johnson Controls Inc. – Glendale, WI; Whitewing Estates - Phoenix, AZ; City of Newport Beach, CA; City of Roanoke, VA.

The Tucson Pima Arts Council fosters artistic expression, educational development and the economic growth of our diverse community by supporting, promoting, and advocating for arts and culture

- 2006 proposals: Toledo, OH; Wilmington, DE
- 2005 winner: Music Center - Montgomery County, MD, 2005 finalist: City of Sacramento, CA
- 2002 winner: Streetscape - City of Mountain View, CA

ART COMMISSIONS

- 1999 – Present: numerous sculptures; cast bronze, limestone, granite, steel, slumped & cast glass, sculptural railings & gates, inlayed paved sculpture, water & light sculpture.

EXPERIENCE

- **Artist/Principal: Stoller Studio, Inc. 1996 - Present**

Stoller Studio, Inc. • Portola Valley, CA • 650 854 4162 • roger@stollerstudio.com • www.stollerstudio.com

An independent studio creating fine art and functional sculpture. Specializing in bronze casting, steel fabrication & stone sculpture, the work is an ongoing exploration into nature, industry & art. Projects include indoor and outdoor work for public, corporate and residential settings.

Principal: PRAXIS Product Design, Inc. 1991- 1996

- Co-founder of PRAXIS: a full service product design and development consultancy. Involvement in the product development process: from planning and concept through product engineering and tooling. Specific responsibilities included executive project management, industrial design, identity design, product graphics, marketing, sales, and administration.

- **Principal: Stoller Design 1984 - 1991**

Provided clients with a wide range of industrial design and corporate identity services, including product identity and conceptualization through prototyping and production. Clients

ranged from the computer, electronics and biomedical industries in the California's Silicon Valley to the contract furniture industry in the mid-western and eastern United States.

- **Lecturer: Art & Design Dept. - San Jose State University 1987-92; 1998-2000**

Industrial Design Foundations Studio: created this pivotal course, which set the tone for the rebuilding of the current award-winning industrial design program. Combined design and sculptural conceptualization with hands-on machine shop and foundry experience.

- **Industrial Designer: Atari Inc., Corp. Design Research Group 1982 - 1984**

Design projects in the areas of home video, videodisk electronic merchandising, arcade interiors, furniture and electronic display design.

- **Personal Assistant: R. Buckminster Fuller 1975 - 1980**

Traveling companion & model builder assisting Fuller on his travels throughout the world. Design & management on projects including development of Fly's-Eye Dome for mass produced housing to kinetic models of Synergetic Geometry for exhibit at the *Cooper-Hewitt/Smithsonian National Museum of Design*. Public installations of full-scale prototype domes in Colorado, California, & Bali, Indonesia.

Selected Project: Cooper-Hewitt/Smithsonian National Museum of Design: worked in and out of *Isamu Noguchi's* studio (Fuller & Sadao Architects was located in

Noguchi's building) to design and build the kinetic models for Fuller's exhibit, which was part of the opening exhibition at the museum. This inadvertent, yet intimate, exposure to Noguchi's sculpture proved to be a pivotal experience for Stoller. 1976

EDUCATION

- Art Center College of Design, Pasadena, CA: B.A. Product Design 1978-81
- SJSU, San Jose, CA: Foundry (2 years): Advanced Sculpture 1996-98
- Sonoma State University: (2 years): Physics & Anthropology major 1972-74
- Chapman College: (4 mo.) travel Africa & Asia: Anthropology major 1972

PRESS

<http://www.stollerstudio.com/Press.html>

References provided upon request

Stoller Studio, Inc. • Portola Valley, CA • 650 854 4162 • roger@stollerstudio.com • www.stollerstudio.com

<p>PIMA COUNTY DEPARTMENT OF Facilities Management</p> <p>PROJECT: Artist Services for the New Pima Animal Care Center</p> <p>CONTRACTOR: Stoller Studio, Inc. 198 Lucero Way Portola Valley, CA 94028</p> <p>AMOUNT: \$200,000</p> <p>FUNDING: 2014 General Obligation Bonds</p>	<table border="1"> <tr> <td style="text-align: center;">CONTRACT</td> </tr> <tr> <td>NO. <u>CT-FM-16-330</u></td> </tr> <tr> <td>AMENDMENT NO. _____</td> </tr> <tr> <td>This number must appear on all invoices, correspondence and documents pertaining to this contract.</td> </tr> </table> <p>(STAMP HERE)</p>	CONTRACT	NO. <u>CT-FM-16-330</u>	AMENDMENT NO. _____	This number must appear on all invoices, correspondence and documents pertaining to this contract.
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PROFESSIONAL SERVICES CONTRACT - Board of Supervisors

THIS CONTRACT entered between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY; and Stoller Studio, Inc., a California corporation, hereinafter called CONTRACTOR.

WITNESSETH

WHEREAS, COUNTY requires the services of a CONTRACTOR to provide public art including the design and equipment, labor and material required; and

WHEREAS, the COUNTY supports the arts and benefits the public by incorporating artwork into its public improvement projects, consistent with the Pima County Public Art Program (Board of Supervisors Policy C3.3 and Pima County Administrative Procedure 3-16); and

WHEREAS, the COUNTY intends to incorporate public art into the design and construction of the New Pima Animal Care Center project number CFM.BNPACC, hereinafter called PROJECT; and

WHEREAS, pursuant to the COUNTY's Public Art Program, the Tucson/Pima Arts Council conducted a "call to artists," and subsequently a selection panel recommended that the COUNTY incorporate the CONTRACTOR'S work into the PROJECT.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 - TERM AND EXTENSION/RENEWAL/CHANGES

This Contract, as awarded by the Board of Supervisors, commences on the date the Board of Supervisors approves this Contract and terminates on the date that is sixty (60) days following the date CONTRACTOR delivers the public artwork to be created hereunder to County, unless sooner terminated or further extended pursuant to the provisions of this Contract. The indemnity provisions of Article 5 and the warranty provisions of Article 17 survive the termination of this Contract.

Any modification, or extension of the contract termination date, will be by formal written amendment executed by the parties hereto.

Amendments to the Contract must be approved by the Board of Supervisors or the Procurement Director, as required by the Pima County Procurement code, before any work or deliveries under the Amendment commences.

ARTICLE 2 – SCOPE OF SERVICES

This Contract establishes the agreement under which CONTRACTOR will provide COUNTY with products and services in accordance with the attached Exhibit A: Scope of Work (11 pages).

CONTRACTOR will provide COUNTY the goods and services as defined in this Contract. All goods and services will comply with the requirements and specifications as called for in this Contract and solicitation documents contained or referenced in Tucson Pima Arts Council Call to Artists for Public Art Solicitation No. 2323; these documents are incorporated into this Contract as Exhibit B: TPAC Call To Artists For Public Art (3 pages).

CONTRACTOR will employ suitably trained and skilled professional personnel to perform all consultant services under this Contract. Prior to changing any key personnel, especially Roger Stoller, upon whose participation in this Contract COUNTY relied upon in making this Contract, CONTRACTOR will obtain the approval of COUNTY.

ARTICLE 3 – COMPENSATION AND PAYMENT

In consideration for the goods and services specified in this Contract, COUNTY agrees to pay CONTRACTOR in an amount not to exceed two hundred thousand dollars (\$200,000.00). Pricing for work will be as set forth in Exhibit C: Payment (1 page).

Although State and City sales tax may not be fully or accurately defined on an order, they will be paid when they are DIRECTLY applicable to Pima County and invoiced as a separate line item. Such taxes should not be included in the item unit price.

CONTRACTOR will provide detailed documentation in support of payment requests. CONTRACTOR must bill COUNTY within one month after the date on which CONTRACTOR'S right to payment accrues (the "Payment Accrual Date"), which, unless Exhibit B specifically provides otherwise, is the date goods are delivered, services are performed, or costs are incurred. Invoices must assign each amount billed to an appropriate line item on Exhibit B and list each Payment Accrual Date. COUNTY may refuse to pay any amount billed in an untimely manner, and will refuse to pay any amount billed more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

It is the intention of both parties that pricing will remain firm during the term of the contract. Price increases will only be considered in conjunction with a renewal of the Contract. In the event that economic conditions are such that CONTRACTOR desires unit price increases upon renewal of the Contract, CONTRACTOR will submit a written request to COUNTY with supporting documents justifying such increases at least ninety (90) days prior to the termination date of the Contract. Unit Prices will include compensation for CONTRACTOR to implement and actively conduct cost and price control activities. COUNTY will review the proposed pricing and determine if it is in the best interest of COUNTY to renew or extend the Contract as provided for in Article I of this Contract.

CONTRACTOR will not provide goods and services in excess of the Exhibit B Line Item and Contract Amounts without prior authorization by an amendment executed by COUNTY. Goods and Services provided in excess of Line Item or Contract Total Amounts without prior authorization by fully executed amendment will be at CONTRACTOR'S own risk.

For the period of record retention required under Article 25, COUNTY reserves the right to question any payment made under this Article and to require reimbursement therefore by setoff or otherwise for payments determined to be improper or contrary to the contract or law.

ARTICLE 4 - INSURANCE

The CONTRACTOR'S insurance will be primary insurance and non-contributory with respect to all other available sources. CONTRACTOR will obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

- a) Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage. Pima County is to be named as an additional insured for all operations performed within the scope of the Contract between Pima County and CONTRACTOR;
- b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage;
- c) If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00; and,
- d) If required by law, workers' compensation coverage including employees' liability coverage.

CONTRACTOR will provide COUNTY with current certificates of insurance. All certificates of insurance must provide for guaranteed thirty (30) days' written notice to the COUNTY of cancellation, non-renewal or material change.

ARTICLE 5 - INDEMNIFICATION

CONTRACTOR will indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by CONTRACTOR, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract.

CONTRACTOR warrants that all products and services provided under this contract are non-infringing. CONTRACTOR will indemnify, defend and hold COUNTY harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

ARTICLE 6 - COMPLIANCE WITH LAWS

CONTRACTOR will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona. The laws and regulations of the State of Arizona govern the rights, performance and disputes of and between the parties. Any action relating to this Contract must be brought in a court of the State of Arizona in Pima County.

Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

ARTICLE 7 - INDEPENDENT CONTRACTOR

The status of the CONTRACTOR is that of an independent contractor. Neither CONTRACTOR, nor CONTRACTOR'S officers, agents or employees will be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima County Merit System. CONTRACTOR is responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold COUNTY harmless from any and all liability which

COUNTY may incur because of CONTRACTOR'S failure to pay such taxes. CONTRACTOR is solely responsible for program development and operation.

ARTICLE 8 - SUBCONTRACTOR

CONTRACTOR is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts any of them may be liable to the same extent that the CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract creates any obligation on the part of COUNTY to pay or see to the payment of any money due any subcontractor, except as may be required by law.

ARTICLE 9 - ASSIGNMENT

CONTRACTOR may not assign its rights to this Contract, in whole or in part, without prior written approval of the COUNTY. COUNTY may withhold approval at its sole discretion, provided that COUNTY will not unreasonably withhold such approval.

ARTICLE 10 - NON-DISCRIMINATION

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein **including flow down of all provisions and requirements to any subcontractors**. During the performance of this contract, CONTRACTOR will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

ARTICLE 11 - AMERICANS WITH DISABILITIES ACT

CONTRACTOR will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

ARTICLE 12 - AUTHORITY TO CONTRACT

CONTRACTOR warrants its right and power to enter into this Contract. If any court or administrative agency determines that COUNTY does not have authority to enter into this Contract, COUNTY will not be liable to CONTRACTOR or any third party by reason of such determination or by reason of this Contract.

ARTICLE 13 - FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance of any of the terms or conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

ARTICLE 14 - CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

ARTICLE 15 - OWNERSHIP OF ARTWORK

- a. **Ability of COUNTY to Remove ARTWORK**. The COUNTY, having expended considerable public funds to commission the ARTWORK, intends to display the ARTWORK at the PROJECT site as originally created by CONTRACTOR and to maintain the ARTWORK in good condition. Public artworks commissioned by the COUNTY are sometimes integrated into the overall project, such that they

become an integral, permanent and site-specific part of the project's or facility's structure, architecture or landscaped environment, and a modification or change in the project or facility would result in removal of the artwork. COUNTY, however, must preserve complete flexibility to operate and manage COUNTY property in the public's interest. Therefore, COUNTY retains the right to remove the ARTWORK in connection with any repair, maintenance, change or modification of the overall PROJECT or public facility.

- b. Third Parties. Except as provided in this Contract, with respect to third parties who are not officers, employees, agents, successors or assigns of COUNTY, CONTRACTOR retains CONTRACTOR'S moral rights in the ARTWORK, as established in the Visual Artists Rights Act (17 U.S.C. §§106A and 113(d)) or any other local, state, federal or international moral rights laws that protect the integrity of works of art. Accordingly, nothing herein shall prevent CONTRACTOR from pursuing a claim for alteration of the ARTWORK against a third party who is not an officer, employee, agent, successor or assign of COUNTY. COUNTY has no obligation to pursue claims against third parties to remedy or prevent alteration of the ARTWORK. However, as owner of the ARTWORK, COUNTY may pursue claims against third parties for damages or to restore the ARTWORK if the ARTWORK has been altered without COUNTY'S authorization.

ARTICLE 16 – COPYRIGHT: Intellectual Property and Publicity Rights

- a. Publicity. COUNTY has the right to use CONTRACTOR'S name, likeness, and biographical information, in connection with the display or reproduction and distribution of the ARTWORK including all advertising and promotional materials regarding COUNTY. CONTRACTOR will be reasonably available to attend any inauguration or presentation ceremonies relating to the public dedication of the ARTWORK.
- b. Intellectual Property and Publicity Rights.
 - 1) Copyright. Subject to usage rights and licenses granted to Owner hereunder, Artist shall retain 17 U.S.C. §106 copyrights in all original works of authorship produced under this Agreement. Artist's copyright shall not extend to predominantly utilitarian aspects of the Work, such as landscaping elements, or other similar objects.
 - 2) Owner's Intellectual Property License. Artist grants to Owner, and to Owner's agents, authorized contractors and assigns, an unlimited, non-exclusive and irrevocable license to do the following with respect to the Work, the Artwork, and any original works of authorship created under this Agreement, whether in whole or in part, in all 2-dimensional media (including electronic and digital).
 - a. Implementation, Use and Display. Owner may use and display the Work (to the extent the Work includes graphic representations or models) and the Artwork. To the extent the Work involves design elements that are incorporated by Owner into the design of the Site, Owner may implement such elements at the Site.
 - b. Reproduction and Distribution. Owner may make and distribute, and authorize the making, display and distribution of, photographs and other 2-dimensional reproductions. Owner may use such reproductions for any Owner-related purpose, including advertising, educational and promotional materials, brochures, books, flyers, postcards, print, broadcast, film, electronic and multimedia publicity, gifts for the Owner benefactors, documentation of Owner's public artworks, and catalogues or similar publications. Owner shall ensure that such reproductions are made in a professional and tasteful manner, in the sole and reasonable judgment of the Owner. The proceeds from the sale of any such reproductions shall be used to maintain and support Owner's public artworks or for any other public purposes that Owner deems appropriate. The license granted hereunder includes the right to make 3-dimensional reproductions of the Artwork on any scale models of the proposed PACC facility, but does not include the right to create 3-dimensional reproductions on items such as tote bags, T-shirts, coffee mugs and similar merchandise. Such reproductions may only be created pursuant to separate license agreements with Artist

- 3) Third Party Infringement. The Owner is not responsible for any third party infringement of Artist's copyright and not responsible for protecting the intellectual property rights of Artist.
- 4) Credit. Artist hereby agrees that all formal references to the Artwork and any reproductions of the Artwork in any form shall include the following credits: Owner shall credit Artist for the Artwork upon publication of any two dimensional reproductions of the Artwork.
- 5) Publicity. Owner shall have the right to use Artist's name, likeness, and biographical information, in connection with the display or reproduction and distribution of the Artwork including all advertising and promotional materials regarding Owner. Artist shall be reasonably available to attend any inauguration or presentation ceremonies relating to the public dedication of the Artwork.
- 6) Trademark. In the event that Owner's use of the Artwork creates trademark, service mark or trade dress rights in connection with the Artwork, Owner shall have an exclusive and irrevocable right in such trademark, service mark, or trade dress.
- 7) Unique. Artist warrants that the design of the Artwork as expressed in the Proposal is an edition of one, and that neither Artist nor Artists' agents will execute or authorize another to execute another work of the same image, design, dimensions and materials as the Artwork. Artist may create works that utilize or incorporate various individual art elements that comprise the Artwork, so long as the work utilizing or incorporating such individual elements (1) does not consist predominantly of such elements (2) is not the same in image, design, dimensions and materials as the Artwork, and (3) is not displayed in an environment that is the same as the environment in which the Artwork is to be displayed at the Site. This warranty shall continue in effect for a period consisting of the life of Artist plus 70 years or for the duration of the Artwork's copyright protected status, whichever is longer, and shall be binding on Artist and Artist's heirs and assigns. In the case where Artist is comprised of two or more individual persons or a group of people, the measuring life shall be the life of the last surviving individual person comprising Artist. Recognizing that Owner has no adequate remedy at law for Artist's violation of this warranty, Artist agrees that, in the event Artist breaches this warranty, Owner shall be entitled to enjoin Artist's breach. Nothing hereunder shall be construed to constrain Artist from creating posters, notecards, or other reproductions of the Artwork.
- 8) Resale Royalty. If Owner sells the Artwork as a fixture to real property, and if the resale value of the Artwork is not itemized separately from the value of the real property, the parties agree that the resale price of the Artwork shall be presumed to be less than the purchase price paid by Owner under this Agreement. Thus, Owner has no obligation to pay resale royalties pursuant to any law requiring the payment of resale royalties. If Owner sells the Artwork as an individual piece, separate from or itemized as part of a real property transaction, Owner shall pay to Artist a resale royalty to the extent required by law, based upon the sale price of the Artwork.

ARTICLE 17 - WARRANTY

CONTRACTOR warrants that the ARTWORK is an original production of CONTRACTOR'S own creative efforts, that upon delivery the ARTWORK will be free of all liens, claims and encumbrances of any sort, and that the ARTWORK is unique and will not be physically reproduced by CONTRACTOR for sale or display elsewhere without the express written permission of COUNTY.

CONTRACTOR warrants the work to be free from defects in material and workmanship for a period of two (2) years from date of Final Acceptance by COUNTY. Warranty does not cover damage from theft, fire, vandalism or acts of God. Should defects develop within the warranty period as a result of poor material and/or workmanship, CONTRACTOR will repair or replace all work to the satisfaction of COUNTY without cost to COUNTY.

ARTICLE 18 – TERMINATION OF CONTRACT FOR DEFAULT

- A. Upon a failure by CONTRACTOR to cure a default under this Contract within ten (10) days of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this Contract for default by written notice to CONTRACTOR. In this event, COUNTY may take over the work and complete it by contract or otherwise. In such event, CONTRACTOR will be liable for any damage to the COUNTY resulting from CONTRACTOR's default, including any increased costs incurred by COUNTY in completing the work.
- B. Upon failure of the COUNTY to cure a default under this Contract within ten (10) days of receipt of notice from the CONTRACTOR of the default, in its sole discretion, terminate the CONTRACT for default by written notice to the COUNTY. In such event, the COUNTY will be liable for any damage to the CONTRACTOR resulting from the COUNTY's default. The COUNTY will be entitled to ownership of the portion of the artwork that the COUNTY has paid for at the time of the default.
- C. The occurrence of any of the following, without limitation to the named events, constitutes an event of default:
 - 1. Abandonment of or failure by CONTRACTOR or COUNTY to observe, perform or comply with any material term, covenant, agreement or condition of this Contract, or to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
 - 2. Persistent or repeated refusal or failure to supply adequate staff, resources or direction to perform the work on schedule or at an acceptable level of quality;
 - 3. Refusal or failure to remedy defective or deficient work within a reasonable time;
 - 4. Loss of professional registration or business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude CONTRACTOR's performance of this Contract;
 - 5. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the contract;
 - 6. Performance of work hereunder by personnel that are not qualified or permitted under state law or local law to perform such services;
 - 7. Commission of any act of fraud, misrepresentation, willful misconduct, or intentional breach of any provision of this Contract; or
 - 8. If a voluntary or involuntary action for bankruptcy is commenced with respect to the CONTRACTOR or the COUNTY, or the CONTRACTOR or the COUNTY becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.

C. In the event of a termination for default:

- 1. All finished and unfinished drawings, specifications, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by CONTRACTOR for this project become COUNTY's property and will be delivered to COUNTY not later than five (5) business days after the effective date of the termination;
- 2. COUNTY may withhold payments to CONTRACTOR arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due COUNTY from CONTRACTOR is determined; and
- 3. Subject to the immediately preceding subparagraph (2), COUNTY's liability to CONTRACTOR will not exceed the Contract value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.

D. The Contract will not be terminated for default nor CONTRACTOR charged with damages under this Article, if:

- (1) Excepting item (8) in paragraph B above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR. Examples of such causes include—
 - (i) Acts of God or of the public enemy,
 - (ii) Acts of COUNTY in either its sovereign or contractual capacity,
 - (iii) Acts of another contractor in the performance of a contract with COUNTY,
 - (iv) Fires,
 - (v) Floods,
 - (vi) Epidemics,

- (vii) Quarantine restrictions,
 - (viii) Strikes,
 - (ix) Freight embargoes,
 - (x) Unusually severe weather, or
 - (xi) Delays of subcontractors at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONTRACTOR and the subcontractor(s); and
- (2) CONTRACTOR, within seven (7) days from the beginning of any event of default or delay (unless extended by COUNTY), notifies COUNTY in writing of the cause(s) therefore. In this circumstance, COUNTY will ascertain the facts and the extent of the resulting delay. If, in the reasonable judgment of COUNTY, the findings warrant such action, the time for completing the work may be extended.

E. For the purposes of paragraph A above, "receipt of notice" includes receipt by hand by CONTRACTOR's designated representative, by facsimile transmission with notice of receipt, or under the Notices clause of this Contract.

F. If, after termination of the Contract for default, it is determined that CONTRACTOR was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of COUNTY.

G. The rights and remedies of COUNTY in this Article are cumulative and in addition to any other rights and remedies provided by law or under this contract.

ARTICLE 19 – TERMINATION FOR CONVENIENCE

COUNTY reserves the right to terminate this Contract at any time and without cause by serving upon CONTRACTOR thirty (30) days' advance written notice of such intent to terminate. In the event of such termination, COUNTY'S only obligation to CONTRACTOR will be payment for services rendered prior to the date of termination.

Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Contract. In the event of such termination, COUNTY will have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination.

ARTICLE 20 - NOTICE

Any notice required or permitted to be given under this Contract will be in writing and will be served by personal delivery or by certified mail upon the other party as follows:

COUNTY:
 Lisa Josker, Director
 Department of Facilities Management
 150 West Congress, 3rd Floor Tucson, AZ 85701
 (520)724-3085

CONTRACTOR:
 Roger Stoller
 Stoller Studio, Inc.
 198 Lucero Way, Portola Valley, CA
 94028
 (650)854-4162

ARTICLE 21 - NON-EXCLUSIVE CONTRACT

CONTRACTOR understands that this Contract is nonexclusive and is for the sole convenience of COUNTY. COUNTY reserves the right to obtain like services from other sources for any reason.

ARTICLE 22 - OTHER DOCUMENTS

CONTRACTOR and COUNTY in entering into this Contract have relied upon information provided in the Tucson Pima Arts Council Call to Artists for Public Art solicitation for the Pima County Animal Care Center including the Request for Qualifications and other information and documents submitted by CONTRACTOR in its response to the solicitation. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

ARTICLE 23 - REMEDIES

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

ARTICLE 24 - SEVERABILITY

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

ARTICLE 25 - BOOKS AND RECORDS

CONTRACTOR will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY.

In addition, CONTRACTOR will retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

ARTICLE 26- PUBLIC INFORMATION

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

Any records submitted in response to this solicitation that CONTRACTOR reasonably believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by CONTRACTOR prior to the close of the solicitation.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., County will release records marked CONFIDENTIAL ten (10) business days after the date of notice to CONTRACTOR of the request for release, unless CONTRACTOR has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release will not be counted in the time calculation. CONTRACTOR will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

County will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor will County be in any way financially responsible for any costs associated with securing such an order.

ARTICLE 27 – LEGAL ARIZONA WORKERS ACT COMPLIANCE

CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR will further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

COUNTY has the right at any time to inspect the books and records of CONTRACTOR and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CONTRACTOR'S or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

CONTRACTOR will advise each subcontractor of COUNTY'S rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR'S books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR is a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article will be the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR's approved construction or critical milestones schedule, such period of delay will be deemed excusable delay for which CONTRACTOR will be entitled to an extension of time, but not costs.

ARTICLE 28 - ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

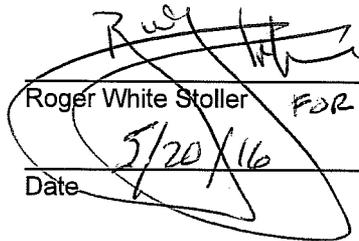
IN WITNESS WHEREOF, the parties have affixed their signatures to this Contract on the date written below.

PIMA COUNTY

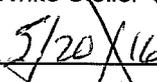
Chair, Board of Supervisors

Date

CONTRACTOR



Roger White Stoller FOR STOLLER Studio, Inc.



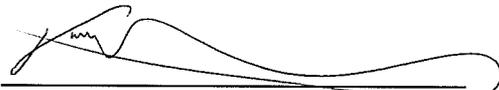
Date

ATTEST

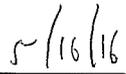
Clerk of Board

Date

APPROVED AS TO FORM



Tobin Rosen, Deputy County Attorney



Date

EXHIBIT 'A'

SCOPE OF WORK

Artist Services for the New Pima Animal Care Center

During the term of this Contract, the CONTRACTOR, **Stoller Studio, Inc.**, shall perform professional services for the COUNTY in connection with the above referenced project. This scoping document shall be used to plan, conduct, and complete the CONTRACTOR's work on the PROJECT.

I. Design Phase

- A. Upon execution of this Contract, CONTRACTOR shall meet with the Public Art Selection Panel, COUNTY staff, Project Manager(s), Design Consultants and any other team members to review opportunities and constraints, discuss possible designs, and identify appropriate areas as possible sites for ARTWORK.
- B. CONTRACTOR shall work cooperatively with COUNTY, the design team, contractors, and the local community as represented by the Public Art Selection Panel. It is understood that the process of developing, reviewing, and approving an ARTWORK for the COUNTY is an open and transparent process which may include public participation and scrutiny.
- C. CONTRACTOR shall meet with the Public Art Selection Panel as organized by the Tucson Pima Arts Council for the purpose of gathering input, proposing one or more artwork designs, and for final approval of the accepted design. Final approval may be obtained by electronic means (email) if feasible.
- D. The CONTRACTOR shall be required to participate in up to (2) public meetings or presentations in Tucson during the Design Phase to allow for public input in the design and/or to present the design of the proposed ARTWORK.
- E. The CONTRACTOR shall initially prepare at least one conceptual design for the ARTWORK, and shall present design ideas to the Public Art Selection Panel for review and comment. The conceptual design submittal shall include information about the content, scale, location, context, relationship of components, and materials of the proposed ARTWORK.
- F. The CONTRACTOR shall make sufficient site visits to coordinate and finalize the forms, materials, location, placement and installation methods for the complete installation of the ARTWORK. Design and construction meetings may be accomplished through electronic means if appropriate.
- G. CONTRACTOR shall submit a budget which explains how the contract amount shall be expended. Budget shall include a list of art elements with corresponding expense line items including; materials, design labor, fabrication labor, installation labor, tools and equipment purchases and rentals, travel and lodging expenses. This budget once accepted shall become a part of the CONTRACT. A sample Budget and Scheduling Form for use by the CONTRACTOR is attached. The CONTRACTOR may use an alternative budget form if approved by the COUNTY's Project Manager. The CONTRACTOR shall incorporate additional detail related to the budget as requested by the Project Manager.
- H. A projected allocation of responsibilities and activities related to design, production and installation of the elements, and a schedule of the proposed work shall be provided by the CONTRACTOR. This schedule, once accepted by the Project Manager, shall become part of this CONTRACT. A Budget and Scheduling Form for use by CONTRACTOR is attached. The CONTRACTOR may use an alternative scheduling form if approved by the COUNTY's Project Manager. The CONTRACTOR shall incorporate additional detail related to the schedule to as requested by the Project Manager.
- I. The COUNTY in reviewing the proposed ARTWORK may require that the CONTRACTOR make modifications before submitting to public review. CONTRACTOR shall respond within a reasonable amount of time to the COUNTY's requests for written decisions or determinations, pertaining to the PROJECT, so as not to delay the PROJECT. CONTRACTOR agrees to address COUNTY's

comments and modification requirements prior to final review and approval. CONTRACTOR shall give prompt written notice to the COUNTY whenever the CONTRACTOR becomes aware of an event, occurrence, condition or circumstance, which may substantially affect the PROJECT or the PROJECT team's performance.

- J. Once conceptual design and budget has been reviewed and accepted by COUNTY, CONTRACTOR may present designs of the proposed ARTWORK at public meetings. CONTRACTOR shall be available with reasonable advance notice for meetings, as necessary. CONTRACTOR shall document community and design team input, feedback and outcomes.
- K. CONTRACTOR shall work cooperatively with the Tucson Pima Arts Council for completion of a Risk Review.
- L. Once a final design has been approved by the Public Art Selection Panel, CONTRACTOR shall prepare final design drawings, specifications, and materials samples, and shall submit these to COUNTY for review and approval. Where applicable, CONTRACTOR shall provide structural engineering drawings.
- M. If ARTWORK is integrated into building project construction plans, CONTRACTOR shall provide detailed construction drawings with sufficient detail to install ARTWORK using standard construction methods. CONTRACTOR shall coordinate with the Project Team to prepare and finalize drawings and specifications that the Design Architect can include in the building design plans.
- N. The Project Manager will provide CONTRACTOR with the following coordination support:
 - 1. Assisting and cooperating with CONTRACTOR in completing the Scope of Services in a timely and effective manner; including assisting CONTRACTOR with preparation of budgets, visual materials for public meetings; coordinating ARTWORK into the construction documents, if needed. If ARTWORK is incorporated into the building design documents, the Design Architect and all its sub-consultants may provide engineering services at their discretion. Unless otherwise agreed, CONTRACTOR is responsible to obtain, coordinate and document engineering requirements.
 - 2. Designating a representative who shall have authority to transmit instructions, receive information and enunciate Engineer's policies and decisions.
 - 3. Arranging required meetings for public presentations.
 - 4. Making available to CONTRACTOR existing information, which may be pertinent to the Scope of Services described herein.
 - 5. Responding within a reasonable time to CONTRACTOR requests for written decisions or determinations, pertaining to the Scope of Services, so as not to delay the services of the CONTRACTOR.
 - 6. Giving prompt written notice to CONTRACTOR whenever the Architect becomes aware of an event, occurrence, condition or circumstance, which may substantially affect CONTRACTOR performance of her Scope of Services under this Contract.

III. Fabrication and Installation

- A. CONTRACTOR must receive written approval from COUNTY of the Final Design of the ARTWORK before proceeding with fabrication and installation. CONTRACTOR shall fabricate the ARTWORK in substantial conformity with the approved Final Design and, if applicable, approved engineering and construction documents.
- B. CONTRACTOR shall be available with reasonable advance notice for meetings, as necessary to review construction plans and specifications, and for field reviews.
- C. CONTRACTOR shall make any necessary modifications or revisions to the ARTWORK as requested by the COUNTY for a proper and structurally sound installation.
- D. If CONTRACTOR fabricates any portion of the ARTWORK themselves, CONTRACTOR is responsible for transporting ARTWORK to the site but shall coordinate with the Project Manager.
- E. The CONTRACTOR shall install the ARTWORK at the time identified in the approved schedule as coordinated with the COUNTY and the COUNTY's construction manager for the New Pima Animal Care

Center. If the CONTRACTOR cannot meet the approved schedule, then the CONTRACTOR shall provide 30 days' notice to the COUNTY and provide a revised schedule for the installation of the ARTWORK which the COUNTY must approve.

- F. CONTRACTOR shall fabricate and install, at their own expense, a plaque on or near the ARTWORK stating the title, CONTRACTOR name, date, and other details as determined by the CONTRACTOR and COUNTY, subject to approval by the Tucson Pima Arts Council and COUNTY prior to installation.
- G. When ARTWORK is completed, CONTRACTOR shall provide the Tucson Pima Arts Council and the COUNTY a recommended annual maintenance protocol and schedule describing the media and techniques used to produce and install the ARTWORK; the frequency of maintenance; materials and methods to be used; and an estimate of the costs of maintenance and preservation of the ARTWORK. Information and Maintenance Protocol Form is attached.
- H. When ARTWORK is completed, CONTRACTOR shall provide a minimum of (6) digital images at 72 dpi of the completed and installed ARTWORK to the Tucson Pima Arts Council and COUNTY. COUNTY and Tucson Pima Arts Council may use these images on their respective websites in providing information about the project.

Public Art: Budget and Scheduling Form

Artists under contract to Pima County to create public art must complete this document prior to a Notice to Proceed to Construction being issued, and may be required to revise this document during the Construction Phase if changes to costs and/or scheduling occur. The document is designed to assist artists in planning during the Design Phase and to confirm design feasibility prior to the issuance of the Notice to Proceed to Construction (Fabrication and Installation).

Project: Pima County Animal Care Center

1. **Description of Artwork (each element) (form or design, dimensions, material, color, surface patina)** (example – 1.5 life-size figure in bronze with liver of sulfur patina attached to 5' high concrete pedestal)
2. **Budget (Include a cost for every item listed below that is applicable to the specific project plus costs not listed below specific to the project.**

Item	Cost
Artist Fee (artist's creative work) (15 – 20%)	
Administrative Costs	
Studio Costs	
Project Documentation	
Insurance	
Taxes	
Contingency	
Items Specific to Design Phase	
Concept Development Fee	
Public Outreach Meetings	
Design Team Meetings	
Design Schematic (drawing or model used for concept approval)	
Final Design Development	
Final Proposal/Renderings may include:	
Structural Engineering (certified/stamped by structural engineer licensed in Arizona)	
Architectural Drawings (Shows details of the art element(s) – detailing all artwork features and integration into site)	
Other Design Consultant Fees	

Items Specific to Construction Phase (Includes Fabrication and Installation) Responsibility for Construction Activity Tasks between Artist and City will be determined during the Design Phase.	
Materials and Supplies (Itemized)	
Fabrication of Artwork	
Work by Artist	
Work by Assistants to Artist	
Subcontracted Services (Itemize)	
Permits, if required	
Site Preparation (including utility impacts)	
Shipping/Transportation	
Installation (Process to be formalized through Install plan)	
Labor	
Equipment	
Traffic Control	
Lighting, if part of design	

Timeline/Schedule of Design, Production, and Installation

Design	
Time Required (Weeks/Months)	
Design Completion Date	
Production	
Time Required (Weeks/Months)	
Production Completion Date	
Install	
Time Required (Hours/Days/Weeks)	
Install Completion Date	
Projected Payment Schedule (List requested payment amounts and purpose)	

MAINTENANCE PROTOCOL

ARTIST STATEMENT AND ARTWORK DESCRIPTION MEDIUM AND TECHNIQUE PRODUCTION/FABRICATION AND INSTALLATION CONSERVATION RECORD

As stated in the City of Tucson and Pima County public art contracts, the artist shall provide a maintenance protocol that "shall reasonably identify the media and techniques used to produce the artwork, provide details on how the artwork was fabricated and installed, and provide details on how the artwork should be maintained, including frequency, and how graffiti is to be removed."

Please complete and submit this form as an addendum to your contract when your artwork is completed.

Today's Date:

Artist(s):

Other artwork collaborators: (check all that apply and list names of groups, firms and/or individuals)

- Community groups/school children
- Architect
- Designer
- Landscape Architect
- Other (please list)

Artwork Title:

Location:

Date artwork completed:

Art Form (sculpture, wall relief, mural, etc.):

Provide dimensions of artwork. If artwork includes more than one component, list dimensions of all components on an attached sheet. Include copies of structural drawings.

Height Width Depth Diameter

ARTIST STATEMENT (Please provide conceptual information on the artwork, including subject, source of inspiration, "artist statement", etc. The artist statement is intended to be included on the Public Art page of the Tucson Pima Arts Councils' web site and may be modified. Use space provided, or attach information; please keep the information to no more than four sentences).

ARTWORK DESCRIPTION (Please provide a description of the artwork. The description will provide the basis of information to be included on the Public Art page of the Tucson Pima Arts Council's website and may be modified. Use space provided, or attach information; please keep the information to no more than four sentences).

MEDIUM AND TECHNIQUE (Please supply brand names of materials used whenever possible. Provide Manufacturer's Produce Data Sheet if available). Use additional sheets if necessary.

1. Principal materials used in production or fabrication, describe in detail, (i.e. specific metal, brand name, source, manufacturer, etc.).

If applicable, describe any electrical components, water features, or specialty media. Describe both their operation and supplier.

2. Other materials used (such as screws, nails, glue, armatures, etc.).
3. Describe how final surface/patina was achieved.
4. Describe protective coating or seal.
5. Method of application of coating/seal.

PRODUCTION/FABRICATION AND INSTALLATION

1. Preliminary work methods used, (i.e. drawings, maquettes, etc.). Will you retain these materials and if so, for how long?
2. What equipment was used in artwork production or fabrication?
3. Describe final work methods in detail, (i.e. cast, welded, carved, modeled, assembled, etc.):
4. Where was the work completed, (i.e. name of foundry, studio, fabricator, etc.)?
5. Who installed the artwork (i.e. self, name of contractor, fabricator, etc.)?
6. Describe artwork's current site in detail.
7. If the work is site-specific, or integrated into architectural forms, describe in detail the particular relationship of the work to the site, including any significant physical aspects of the site which, if altered, would significantly alter the meaning and/or appearance of the artwork.
8. Are there any special installation considerations, (i.e. viewing height, measured distance from relative objects, etc.)?
9. If artwork is comprised of more than one piece requiring special assembly, supply documentation on how to install correctly by providing a photograph or sketch.

RELOCATION CONSIDERATIONS

If in the future due to unforeseen circumstances, your artwork might need to be relocated, how could the artwork be uninstalled or removed for relocation?

MAINTENANCE PROTOCOL

1. Describe existing environmental factors that may affect the condition of the artwork and any precautionary measures which should be taken, (e.g. direct sunlight, extremes of temperature, rain/moisture, air pollutants, bicycle/vehicular/pedestrian traffic, animal interaction with the artwork and human interaction with artwork such as graffiti, climbing, etc.) How can graffiti be removed without damaging the artwork?
2. Describe in specific terms and, if necessary, with drawings or photographs, the physical qualities for which the commissioning jurisdiction should strive in order to maintain your intent, (e.g. matte rather than glossy luster, colors, patinas, etc.) Specifically, what may be acceptable alteration in form, surface, texture, and/or coloration as related to natural aging of materials?
3. Do the artwork's materials have a known life-span? Explain.
4. Provide detailed instructions for preventive methods and frequency of maintenance for the artwork (e.g. removal of dirt; maintenance of protective coatings; etc.).
5. Provide detailed instructions for methods and frequency of less frequent preventive measures (e.g. repainting, refinishing, reapplication of sealers, etc.)
6. Estimate the time required to provide annual maintenance in hours and anticipated material costs at current rates. Note: Labor for annual maintenance will be performed by City/County personnel unless artist recommends otherwise.

(Time in hours)

\$

(materials)

EXHIBIT 'B'

Call to Artists for Public Art

New Pima County Animal Care Center

Tucson, Arizona

Request for Qualifications (RFQ)

Budget for Artwork

\$200,000

Application Deadline

September 14, 2015 12 midnight

Submissions are accepted online only. See additional details in the Application Procedure Section below.

Background Pima County Facilities is seeking an artist or artist team to create artwork for a new Animal Care Facility to be constructed on Silverbell Road near the site of the existing facility. The new facility will be modern and state of the art, using best practices in animal care and animal welfare. The facility is being designed for the complex functions of addressing mandated public safety needs, the humane care of animals, adoption of animals, and additional animal welfare services for Pima County which includes the metropolitan Tucson community.

Voters approved the new facility in a bond election in 2014. The new facility, which is being designed by Line and Space, an architecture firm based in Tucson, will replace the existing animal shelter constructed in 1968.

Additional information about the bond process and new facility can be found at:
<http://webcms.pima.gov/cms/One.aspx?portalId=169&pageId=83071>. (This page could be updated)

Additional information about the work of the shelter can be found at
http://webcms.pima.gov/government/pima_animal_care_center/.

Status Architectural programming is underway in anticipation of the facility design. The design phase is expected to end in late 2016 with construction anticipated to begin in 2017. A 12-month construction phase is anticipated.

Opportunities for Art: Specific locations for public art have not been determined. Current expectations are that the art will be exterior art although some threading through of the artwork theme into the interior is a possibility.

Theme for Art: The animal care facility meets complex needs within our community with professionalism and sensitivity. A singular theme is not being provided. It is anticipated that applicants selected as finalists will have an opportunity to learn more about the project and its community context as being refined through the programming currently underway.

Art Budget. The budget of \$200,000 for art must cover all costs related to design, materials, production, transportation and installation of the artwork, as well as costs for permits, taxes, and insurance that may be required by Pima County.

Expectations. The selected artist will work with the Pima County Facilities Project Manager, the Project Architect and the Project Design Team and may be expected to attend one or more public meetings to present the artwork to the community. The artist is expected to meet with the Artist Selection Panel for review and comment of the design before entering into production of the artwork.

Presubmission Meeting. A Presubmission Information Meeting for artists interested in applying for this project will be held on Thursday August 27, 2015 at 4 PM at the Tucson Pima Arts Council at in the Lower Level Conference Room. The Tucson Pima Arts Council is located at 100 N. Stone in the Pioneer Building.

The Presubmission meeting is an opportunity for artists not familiar with the artist selection process administered by the Tucson Pima Arts Council to ask questions about the selection process. It is not anticipated that new project information will be presented at the meeting.

Selection Process. A panel composed of members of the Project Design team, artists, an arts professional, and community members will select up to three finalists, based on qualifications as demonstrated through the materials requested below. Interviews with finalists will be scheduled once finalists are determined. Each finalist will receive a \$200.00 honorarium to interview. The Tucson Pima Arts Council is unable to pay additional travel expenses at this time.

Calls to Artists issued by the Tucson Pima Arts Council are available on our website at <http://www.tucsonpimaartscouncil.org/>. Internet access is available at all public libraries. Artists may sign up to receive email notification of public art opportunities offered through the Tucson Pima Arts Council at <http://www.tucsonpimaartscouncil.org/about/emailsSignup.html>

Interested artists without Internet access may call to set up an appointment for technical assistance with TPAC staff. You may also obtain a hard copy of this Call to Artists by calling (520) 624-0595, ext. 10, or a copy may be picked up during regular business hours at the Tucson Pima Arts Council, 100 N. Stone, #303, Tucson, AZ.

Application Procedure: Please follow the instructions below.

Online Application Procedure.

Artists applying for this commission must submit the following materials online by attaching the eleven files requested below. Individual files must not exceed 300 KB or the online submission form will be rejected with a too-large file error message. **Only online applications will be accepted. Please confirm file size before attaching.** If one file of the eleven is too large, all eleven files must be reattached.

1. File #1: A statement of interest, not to exceed 1 page. Most all file formats are accepted including DOC, TXT, RTF, PDF.
2. File #2: A résumé or biographical sketch, not to exceed 2 pages, highlighting pertinent experience. If applying as a team, limit each team member resume to 1 page. Do not include portrait photographs in the resume. Most all file formats are accepted including DOC, TXT, RTF, PDF.
3. File #3: An image list, organized to correspond with the image order, identifying each artwork by artist, title, year completed, medium, dimensions, and a brief description. Not to exceed 1 page in length. Most all file formats are accepted including DOC, TXT, RTF, PDF.
4. Files #4 through 11: Eight digital images of artwork in JPG file format. Teams must adhere to the total of eight images for the team application. Individual files should be named to correspond to the image list requested below. The JPG file names must include artist name, a number, and the image title. A suggested convention for naming the files starts with your last name followed by a number (1-8) and then a brief title of the artwork (Example: Jones-1-Freeflight.jpg).

To apply for this project, complete the online application form.

Receipt. The Arts Council will send you an email acknowledgement receipt, within 48 hours, excluding weekends and holidays.

Online Application Deadline:

Thursday, September 17, 2015 midnight

Timeframe (Tentative)

Call to Artists Issue Date	Thursday, August 13, 2015
Presubmission Meeting	Thursday, August 27, 2015 at 4 PM
Application Deadline	Thursday, September 17, 2015, midnight
Applicant Review and Finalist Selection	October 2015
Interviews	November 2015
Approval/Contract Process	December 2015 – February 2016
Art Design-Production-Installation	February 2016 – November 2017

For more information, contact Mary Ellen Wooten at (520) 624-0595 ext. 12 or mewooten@tucsonpimaartscouncil.org, or Martyn Klell at 520.724.3106 or Martyn.Klell@pima.gov.

Favor de llamar al Tucson Pima Arts Council, 624-0595 ext. 10 para asistencia técnica en español.

EXHIBIT 'C'

PAYMENT

Artist Services for the New Pima Animal Care Center

- A. In consideration of the performance and service described in the Scope of Services, COUNTY shall pay CONTRACTOR the estimated amounts as set forth below and CONTRACTOR shall charge COUNTY only in accordance with those same amounts. Checks for payment shall be issued to **Stoller Studio, Inc.** Total payment for services provided during the term of this Contract shall not exceed \$200,000.00.
- B. During the design phase, CONTRACTOR shall be paid for design services including those of CONTRACTOR sub-consultants. CONTRACTOR shall submit invoices to COUNTY with documentation that accurately defines progress towards completion of tasks, and the CONTRACTOR'S estimate of the percentage of the task that is completed at the date of the submission.
- C. Upon receipt of the Notice to Proceed the CONTRATOR shall provide a fee schedule with each task, including milestones and deliverables, listed and the dollar amount for each task.
- D. It is estimated that that no more than 30% of the total Contract, or \$60,000.00 will be expended for design services. Allowable costs include design time, materials for models/presentations, labor and transportation expenses during the design phase. Only with prior authorization from the Project Manager shall additional funds be expended during the design phase.
- E. It is estimated that no more than 70% of the total Contract, or \$140,000.00 will be expended on ARTWORK materials, fabrication, transportation expenses for the installation phase for and installation labor and related expenses. CONTRACTOR shall submit itemized invoices for services based upon the mutually agreed upon schedule and final design plans provided at the 100% design milestone.
- F. Final payment will not be released until all scope requirements have been met.