

City of Oak Harbor
Request for Qualifications: Acorn Sculpture Project

Sealed qualifications will be received by the City of Oak Harbor until 4:00 p.m. on Wednesday, October 28, 2020, at City Hall for the Arts Commission's Acorn Sculpture Project.

The City's goal is to obtain the services of an artist qualified to produce the quality product required using the designated supply of wood from the Garry Oak Tree. As such, Statements of Qualifications will be accepted for a two-week period, to commence on Wednesday, October 14, 2020 and close on Wednesday, October 28, 2020. If an insufficient number of qualifications are submitted, the City may advertise for an additional period. Interviews of selected candidates will, if required, be scheduled at a meeting of the Arts Commission. The contract for the recommended artist will be presented to City Council for approval.

Any questions and/or comments or objections to the qualification documents and/or scope shall be submitted in writing to the City Administrator at least five (5) days prior to the closing date. If necessary, an addendum will be issued to parties who submitted a qualification.

The City of Oak Harbor reserves the right to reject any and/or all qualifications and to waive any informalities in the form of a qualification. The City also reserves the right to waiver individual specifications if it is satisfied that the qualification otherwise meets the performance standards set by the scope.

The scope may be obtained from Lisa Felix by e-mailing lfelix@oakharbor.org and/or downloaded from the City of Oak Harbor's website www.oakharbor.org.

Lisa Felix
Assistant to the City Administrator

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Request for Qualifications (RFQ)

Acorn Sculpture from Garry Oak Tree Wood

Soliciting Agency: City of Oak Harbor

Proposals Due By: 4:00pm on Wednesday, October 28, 2020

Submit to: City of Oak Harbor
ATTN: Lisa Felix
865 SE Barrington Drive
Oak Harbor, WA 98277

For More Information: Lisa Felix, lfelix@oakharbor.org

Purpose

The City of Oak Harbor, Washington (“City”) has appointed an Arts Commission with the purpose of (1) Foster arts and cultural programs for the enrichment of the city and its citizens; (2) Foster the development of a local arts community, encouraging an environment for the success of working individual artists; (3) Coordinate and strengthen new and existing art organizations and develop cooperation with regional entities; (4) Develop a program for public art, including identifying sources of funding; (5) Further the vision of Oak Harbor as a vibrant and progressive community.

The Arts Commission has undertaken a project to make use of wood salvaged from a Garry Oak Tree, a historical tree which was located at the Post Office. The focus of this project is the creation of a sculpture of an acorn, to represent the history of the tree itself, as well as the history of Oak Harbor. The piece should be a fine example of public art, should last for many years to come, and should connect the community through involvement in the arts.

Schedule

The City’s goal is to obtain the services of an artist qualified to produce the quality product required using the designated supply of wood from the Garry Oak Tree. As such, Statements of Qualifications will be accepted for a two-week period, to commence on Wednesday, October 14, 2020 and close on Wednesday, October 28, 2020. If an insufficient number of qualifications are submitted, the City may advertise for an additional period. Interviews of selected candidates will, if required, be scheduled at a meeting of the Arts Commission. The contract for the recommended artist will be presented to City Council for approval.

Scope

The Garry Oak Tree wood is stored at the City's Public Works facility and will be made available for collection to the recommended artist. The artist's presentation of a Statement of Qualifications should consider the following criteria:

- The selected artist will sculpt the form of an acorn from the available Garry Oak wood in the possession of the City of Oak Harbor.
- The selected artist will be required to sign a Professional Services Agreement, a sample of which is attached with the RFQ documents.
- The selected artist will be required to visit the site to view the Garry Oak wood in person prior to submission of their proposal.
- The selected artist will be required to transport the wood from the Public Works facility and should include this cost as part of the proposal.
- The finished sculpture should be approximately 36" to 48" in diameter, or as large as practically allowable, given the condition of the available raw material.
- The artist must provide for adequate preservation against the elements.
- The artist must consult City Parks personnel on proper long-term maintenance of the completed sculpture (e.g. maintenance schedule, preservative types and amounts).
- The artist must consult City Parks personnel prior to and during installation of the finished work, to ensure a successful long-term installation.
- The artwork may be located on or near the site from where the Garry Oak tree was sourced (Oak Harbor Post Office); or another location yet to be determined by the Arts Commission, Park Board, and City Council.
- The artwork must be completed no later than June of 2021.

Evaluation Criteria

The Oak Harbor Arts Commission will consider the following criteria as part of the selection of the recommended artist:

Selection Criteria	Criteria Weight Given
Responsiveness to purpose and scope of services	10
Five years of comparable wood carving experience	20
Experience creating public art and working in public places	20
Experience creating an outdoor wood sculpture that has lasted for a long term	20
Lives locally	10
Comparable portfolio	20
Total Points	100

Submittal Process

The proposal shall be sent to the official contact listed below, to be received no later than Wednesday, October 28, 2020 at 4:00 p.m. Pacific Standard Time. Proposals must be marked “Arts Commission: Acorn Sculpture Project”

City of Oak Harbor
ATTN: Lisa Felix
855 SE Barrington Drive
Oak Harbor, WA 98277
lfelix@oakharbor.org

Submission Requirements

1. Statement of qualification
2. One-page letter of interest
3. Current resume
4. 10 images of current, relevant work
 - a. Images should be JPEG, a minimum of 300 dpi if submitted via Compact Disc
 - b. Provide a listing of each image with a number, title, media, size, date and brief description
5. Design concept including drawing, size, material, and description
6. 3-5 reference letters with contact information



**CITY OF OAK HARBOR
PROFESSIONAL SERVICES
AGREEMENT**

THIS AGREEMENT is made and entered into this ____ day of _____, 2017, between the CITY of Oak Harbor Washington, hereinafter called the “CITY”, and Richard Nash, hereinafter referred to as the “ARTIST”, and Sue Karahalios, hereinafter referred to as the “DONOR”.

WITNESSETH THAT:

WHEREAS, the provision of art in public places, whether in the form of freestanding pieces such as sculptures or memorials, architectural embellishments, or other forms incorporated into areas accessible to the public makes the CITY more interesting and vibrant for its residents and visitors; and

WHEREAS, the CITY desires to facilitate the provision of art in a public place; and

WHEREAS, the ARTIST has created an original and appropriate work of art, all as described in this Agreement; and

WHEREAS, the DONOR wishes to raise funds and donate the work for the enjoyment of the public; and

WHEREAS, the CITY desires to own and maintain such work of art as provided herein;

NOW, THEREFORE, in consideration of the mutual undertakings and covenants contained herein, the CITY and ARTIST, hereby agree as follows:

Part I. Term and Termination

- 1.01 This Agreement shall not become effective until signed by all parties.
- 1.02 This Agreement shall terminate upon the issuance of a written notice of acceptance by the CITY and transfer of ownership of the Artwork to the CITY pursuant to Part IV of this Agreement, unless earlier terminated as provided herein.
- 1.03 Prior to acceptance of the artwork, a waiver of certain rights and conditions attributed to the artist, in the Visual Artists Rights Act 106A, must be signed by the ARTIST as described in Exhibit A.

Part II. Engagement of the ARTIST; Designation of the Artwork; Community Involvement

- 2.01 Subject to the terms and conditions of this Agreement, the CITY engages the ARTIST,

and the ARTIST agrees to be so engaged, to install the Artwork (collectively, hereinafter “the Work”) as described in “Exhibit B”, attached hereto and incorporated herein by reference. The DONOR, at his/her expense, shall provide all labor, materials, and supplies necessary to complete the Work.

2.02 The City shall contribute a sum not to exceed \$7000 towards this project.

Part IV. Installation of the Artwork

- 4.01 The Artwork shall be installed and incorporated into a public site that has been chosen and designated by the CITY; such site is identified and described in Exhibit C, attached hereto and incorporated herein by reference. The ARTIST shall provide to the CITY a written description of the manner in which the Artwork shall be installed, including a statement of details regarding the Artwork as described in the Detailed Artwork Report – Part 1 attached hereto as Exhibit D.
- 4.02 The CITY shall cooperate with the ARTIST in the preparation of the site prior to installation. The CITY shall prepare the site for installation of the memorial, subject to the DONOR supplying the necessary building materials.
- 4.03 The ARTIST and the CITY shall consult and agree to the date and time for delivery of the Artwork to the site. The ARTIST and DONOR shall be responsible for and bear the costs of transportation and installation of the Artwork. The CITY will assist, within existing resources, with the installation of the Artwork.

Part V. Final Acceptance; Title of the Artwork to Vest in the CITY

- 5.01 Upon the completion of the Work and installation of the Artwork to the ARTIST’S satisfaction, the CITY shall inspect the work and present the ARTIST with a detailed listing of any observed flaws. When the CITY is satisfied with the Work, the City shall provide written notice to the ARTIST and DONOR of their final acceptance of the Work, which notice shall state that the Work has been completed and the Artwork has been installed as agreed to by the parties and to the satisfaction of the CITY.
- 5.02 Upon final acceptance, title to the Artwork shall pass from the DONOR to, and vest in, the CITY as described in Exhibit E. The ARTIST hereby donates and transfers to the CITY the ARTIST’S rights except those limited by this Agreement, title, and interest in and to the Artwork. Thereafter, the CITY shall retain all written documentation regarding the Artwork, and shall have, for maintenance and historical documentation purposes only, the right to a copy of all drawings, sketches and designs of the Artwork produced prior to final acceptance of the Work.
- 5.03 Upon final acceptance, the DONOR and ARTIST shall be available for a public dedication of the Artwork; and, the CITY, DONOR and the ARTIST, shall provide appropriate, on-site signage to identify the Artwork by the ARTIST’S name, the year of fabrication, and other information deemed appropriate by the CITY.

Part VII. Warranty; Indemnification; and, Release

7.01 The ARTIST and DONOR represent and warrants to the CITY that:

- a. He or she is the sole creator of the Artwork and has full power and authority to make this Agreement;
- b. The Artwork does not infringe upon any copyright or violate any property right or other rights; and,
- c. No lien or encumbrance exists against the Artwork and that following the transfer of title to the Artwork to the CITY, no individual or entity will have any right or interest in the Artwork that is prior or superior to the CITY's right and interest.

The ARTIST further represents and warrants that the Artwork, as fabricated and installed, will be structurally sound and free of defects in material and workmanship, including any defects consisting of "inherent vice" or qualities which cause or accelerate deterioration of the Artwork, and shall be designed so as routinely not to require extensive or extraordinary maintenance or conservation measures. The parties agree and acknowledge that the Work will remain outside and exposed to the elements and climate changes and will not be stored, or otherwise provided special protection during cold or severe weather conditions. These warranties shall be in effect for a period of one (1) year after final acceptance of the Artwork under Part IV of this Agreement and transfer of ownership to the CITY.

7.02 The ARTIST and DONOR agrees to defend, indemnify, and hold harmless the CITY, and their respective officials, agents, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against such parties for or on account of any matter arising from performance of the Work performed by the ARTIST pursuant to this Agreement.

7.03 Unless otherwise provided, the DONOR acknowledges that until the ownership of the Artwork is transferred to the CITY pursuant to Section 5.02 of this Agreement, any injury to property or persons caused by the Artwork or any damage to, theft of, vandalism to, or acts of God affecting the Artwork are the sole responsibility of the DONOR, including but not limited to any loss occurring during the creation, storage, transportation, delivery or installation of the Artwork, regardless of where such loss occurs.

Part IX. Copyright and Reproduction Rights

9.01 The ARTIST expressly reserves every right available to the ARTIST under the Federal Copyright Act and other applicable statutes to control the making or dissemination of copies or reproductions of the Artwork, except the rights which are limited by this Agreement.

9.02 The ARTIST certifies that the Artwork created pursuant to this Agreement is a unique work of art and has not been and will not be substantially duplicated by the ARTIST without the prior written permission of the CITY. Should the ARTIST decide to

reproduce the Artwork in an edition or in any other way, the ARTIST shall first obtain the written permission of the CITY.

- 9.03 The CITY retains the right to publish and distribute photographs, drawings or other forms of reproductions of the Artwork as installed and formally accepted by the CITY, for reference, promotional, educational and scholarly purposes. The CITY agrees to make no commercial use of the Artwork without the ARTIST'S written consent. If such consent is obtained from the ARTIST, all reproductions of the Artwork by the CITY shall contain a credit to the ARTIST that states the ARTIST'S name and year of creation,
- 9.04 The ARTIST agrees to include on or in any form of reproduction of the Artwork initiated or authorized by the ARTIST, a credit to the CITY, stating that the Artwork was donated and is owned by the CITY.

Part X. Maintenance, Repair, and Restoration

- 10.01 If, within the time period specified in Section 7.01 of this Agreement, the Artwork exhibits any structural or cosmetic defect or flaw in violation of the ARTIST'S warranty, the ARTIST shall repair the Artwork or replace any defective component of the Artwork at no cost to the CITY. All repairs or cures to defects shall be consistent with professional conservation standards.
- 10.02 Except as provided in Section 10.01, after the written notice of final acceptance has been issued and transfer of ownership has occurred, the CITY shall maintain and protect the Artwork as it reasonably determines, being responsible for the care, custody, maintenance and security of the Artwork. Any required maintenance of the Artwork shall be carried out by the CITY with the intention of protecting the value, integrity, and authenticity of the Artwork.
- 10.03 After the expiration of the warranty period, the CITY will make a reasonable effort to consult with the ARTIST in all matters concerning repairs and restoration of the Artwork.
- 10.04 The ARTIST shall provide to the CITY a written description of as-built information of the artwork and installation/foundation as described in the Detailed Artwork Report – Part II attached hereto as Exhibit F.

Part XI. Relocation or Removal of the Artwork

- 11.01 Upon final acceptance and transfer of title to the Artwork to the CITY, the CITY shall have the authority and sole discretion thereafter to remove, or remove and relocate, the Artwork from the original installation site.

Part XII. Non-Destruction, Alteration, or Modification of the Artwork

- 12.01 To the extent required by applicable federal law or other applicable laws and regulations, the CITY shall not intentionally destroy or modify the Artwork in any way whatsoever during the ARTIST'S lifetime without first making a reasonable effort to locate and

inform the ARTIST, and to obtain the ARTIST'S written permission, if possible; however, this section shall not apply to modifications caused by the passage of time, the inherent nature of the materials or the result of conservation, lighting or placement in connection with public presentation.

- 12.02 If any significant modification occurs to the Artwork after final acceptance by the CITY under Section 5.02 of this Agreement, whether such change is intentional, unintentional, or malicious, and if the ARTIST makes a written request to the CITY that the Artwork no longer be represented as the work of the ARTIST, then the Artwork shall no longer be so.

Part XIII. General Provisions

- 13.01 The DONOR and ARTIST, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- 13.02 The CITY is an equal opportunity employer.
- 13.03 In the performance of this Agreement, the DONOR and ARTIST will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The ARTIST shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
- 13.05 Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.
- 13.06 Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.
- 13.07 If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.
- 13.08 This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement

shall be governed by laws of the State of Washington, both as to interpretation and performance.

13.09 Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Island County, Washington.

13.10 If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

13.11 If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision that may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

Section XIV. Entire Agreement.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated here are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY:

CITY OF OAK HARBOR
865 SE Barrington Drive
Oak Harbor, WA 98277

Scott Dudley, Mayor

ATTEST:

Anna Thompson, CITY Clerk

ARTIST:

Name _____

Address _____

DONOR:

Name _____

Address _____

SAMPLE