

Art in Public Places Master Plan



City of Whittier

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Introduction

Introduction

Whittier History

Founded in 1887 by members of the Religious Society of Friends, also known as the Quakers, and named for the poet John Greenleaf Whittier, the City of Whittier is rich with traditions and history. Whittier's residents have long been known for their devotion to the City and its heritage, evidenced by the many grassroots movements to protect landmark structures and the hills that serve as a picturesque backdrop to the City.

The City is located 12 miles southeast of Los Angeles and occupies 14.8 square miles. The Whittier community is made up of a diverse population that ranges in ethnicity, education level, socio-economics, religion and ages. Whittier's population continues to grow, nearing 90,000 residents. As the oldest incorporated city in the area, Whittier has long since served as a cultural hub.

Mission of the Art in Public Places Master Plan

In 1987, the City of Whittier authorized the formation of the Whittier Cultural Arts Commission as the official agency for the encouragement and development of the arts in the community and schools. As the Commission attempts to fulfill its mission, it recommends policies and programs to strengthen the involvement and input of artists and other professionals in cultural planning and community development. The Commission promotes programs that reflect the cultural diversity of the community. To assist the Commission in its efforts, the Whittier Cultural Arts Foundation was established in 1991 as the fundraising body to allow the Commission to realize its objectives.

The City of Whittier has officially encouraged Art in Public Places projects in the community since 1993, when the City Council approved the first Art in Public Places requirements and guidelines through an ordinance. The City's Art in Public Places ordinance authorizes the allocation of one half of one percent of construction costs over \$250,000 to be used for Art in Public Places projects. The funds are earmarked specifically for the commissioning of artworks and services, as well as for the administration of the Art in Public Places program.

The intent of the Art in Public Places program is to provide a collection of nationally recognized art work through the City to be of benefit to the citizens of Whittier, those that conduct business and anyone that visits the community. The program is designed to present the community with a variety of quality artworks, styles and themes. Art in Public Places projects provide new employment opportunities for local and regional artists and craft workers, enhance the aesthetic and cultural appeal of an environment, strengthen community ownership of a public space and increase property values.

The purpose of the master plan is to give direction and focus to the Art in Public Places program created by the ordinance, outlining guidelines and priorities for creating a successful, flourishing and functioning Art in Public Places program.

Up until the creation of a master plan, the ordinance had existed without a program that possessed clearly defined goals or concepts. The program has operated thus far with standards and a review process which attempt to best serve the aesthetic needs of the City. Some of these standards include determining the appropriateness of the artwork to the project site in terms of accessibility, scale, form, content and materials. This master plan will guarantee that the hard work of the Art in Public Places Committee and the Cultural Arts Commission will be recognized and carried on, and that Whittier will have an Art in Public Places program that is efficiently and intelligently realized throughout the community.

Ordinance

The Art in Public Places Ordinance

The Art in Public Places Ordinance (Chapter 12.52 of the Whittier Municipal Code) was drafted by a committee of community representatives and chaired by the Cultural Arts Commission. The Ordinance outlines the process by which developers are required to either acquire and install art on their site or contribute funds in-lieu of art.

The Council officially adopted the Ordinance March 2, 1993, and it stated that all commercial, manufacturing and residential developments whose project costs have a total value of \$250,000 or more are required to acquire and install artwork on the project development site or contribute funds in-lieu of acquiring and installing artwork equal to one half of one percent of the total project costs.

The Ordinance was revised October 27, 1998 to include all modifications and additions whose project costs have a total value of \$250,000 or more as applicable developments subject to the Art in Public Places program.

Exceptions to the requirement include all public work and government agency projects, recognized, 501 (c) 3 charitable organizations, and reconstruction of structures that have been damaged by fire, flood, wind, earthquake or other calamity.

Funds from in-lieu contributions, deposited into the Art in Public Places Account, may be spent on the commissioning, acquisition and installation of art works for the City collection, in addition to water works, landscaping, lighting, frames, mats, pedestals, walls, pools, landscaping or other architectural elements and any other objects which are an integral part of the art work or necessary for the proper presentation of the art work.

Please see the copy of the Ordinance that directly follows for the actual text concerning the requirements.

Chapter 12.52

ART IN PUBLIC PLACES PROGRAM

12.52.010 PROGRAM CREATED.

- A) This Chapter may be known and cited as the City of Whittier Art in Public Places Program. The intent of the Art in Public Places Program is to provide a collection of nationally recognized artwork throughout the City to be of public benefit. The program is designed to present the community with a variety of art work styles and themes, all of the highest possible quality.

12.52.020 DEFINITIONS. As used in this Section.

- A) "Art work" means original pieces of art, including limited editions, not limited by medium used. It may include paintings, sculpture, murals, mosaic and fountains.

These categories may be realized through such media as steel, bronze, stained glass, concrete, wood, ceramic tile and stone, as well as other suitable materials.

- B) "Project" means the type of development being proposed, whether commercial, industrial, or residential.
- C) "Project costs" means the total value of the improvements for a project, as indicated on the building permit application submitted to the City's Building and Safety Division of the Community Development Department, in order to obtain a building permit or permits for the project.
- D) "Public place" means any area on public or private property, either interior or exterior, which must be accessible and visible to the general public.
- E) "Acquire and install" means the developer will be responsible to select an artist and obtain proper approval regarding the artwork and the placement of the art work as per this ordinance.
- F) "Project applicant" means the property owner, developer, or other responsible party proposing the project.
- G) "Project site" means the location of the improvements being developed.

12.52.030 REQUIREMENT TO PROVIDE ART WORK OR PAY IN-LIEU CONTRIBUTION.

- A) When a project is subject to the requirements of this chapter, the project applicant shall comply with provisions of either subsection (1) or (2) or a combination of both.

1. The project applicant shall acquire and install an art work in a public place on or in the vicinity of the project site as approved by the City Council pursuant to this chapter. The cost or value of such work as approved by the City Council shall equal or exceed a minimum of \$20,000 or one half of one percent of the total project cost. Project applicants shall indicate on their Art in Public Places Application that they wish to acquire and install art work per this ordinance. The Community Services Department can assist the project applicant in locating information on artists should he or she desire assistance.
2. In-lieu of acquiring and installing an art work, project applicants shall contribute funds to the Art in Public Places Fund established pursuant to Section 12.52.080 equal to one half of one percent of the total project cost. The in-lieu fee shall be paid when all other fees are assessed such as the building permit or prior to occupancy, as may be applicable, unless otherwise approved by the City Council. Project applicants shall indicate on their Art in Public Places Application that they wish to make an in-lieu contribution.

12.52.040 PROJECT SUBJECT TO ART IN PUBLIC PLACES REQUIREMENT.

The requirements of this chapter shall apply to the following activities.

- A) New commercial or manufacturing developments having a total value of two hundred fifty thousand dollars or more, and modifications and additions to existing commercial or manufacturing developments where said improvements have a total value of \$250,000 or more, as indicated on the building permit application submitted to the City. The term new commercial or manufacturing developments are defined to include all those listed within Title 18 of the Whittier Municipal Code.
- B) Residential development of more than two lots or units, whether by detached single family residential structures, condominiums, apartments, townhouses or other dwelling units, or modifications or additions to such developments, such expenditures in the aggregate are two hundred fifty thousand dollars or more as indicated by the valuation on the Building Permit Application submitted to the City. The term residential development will be defined as all those listed within Title 18 of the Whittier Municipal Code.

Exceptions. The requirements of this chapter shall not apply to the following activities:

1. All public work and governmental agency projects.
2. Reconstruction of structures that have been damaged by fire, flood, wind, earthquake or other calamity.

3. Projects owned and developed exclusively by nonprofit organizations qualified under section 501 (c) (3) of the United States Internal Revenue Code. Organizations must provide the following to be granted an exemption:
 - a. A Certificate of Filing, Certificate of Status or Certificate or Articles of Incorporation or Exemption Determination Letter of the California Secretary of State (Revenue and Taxation code Section 26451.3 provides that the Exemption Application FTB3500, together with any supporting documents shall be open to public inspection if granted).
 - b. A Determination Letter of Internal Revenue Service (IRS) recognition of their section of 501(c) (3) exempt status. (An organization that subjects an application to the IRS and has it approved, must make a copy of the application and supporting documents, as well as any letter issued by the IRS, available for public inspection.)
- C) Requesting an exemption. When a project applicant seeks an exemption from the requirements of this chapter, he or she must do the following:
1. Once a project applicant is made aware of the requirements of this chapter and the qualifying project developments that trigger such requirements, he or she must within thirty (30) days send a letter to the Director of Community Services stating why the project applicant feels that the project should not be subject to the requirements established in Section 12.52.040 and that an exemption is requested.
 2. The Director of Community Services will provide the request to the Art in Public Places Advisory Committee for review. Once the Committee has reviewed the request, it shall forward its recommendation to the Cultural Arts Commission.
 3. The Cultural Arts Commission will review the recommendation of the Art in Public Places Advisory Committee. If the Commission votes to approve an exemption request, the matter will be forwarded to City Council for final approval. If the Commission votes to deny an exemption request, the decision of the Commission is final unless the City Council appeals the decision. Then the Council will review and make a final decision.

12.52.050 PROCESSING

- A) The requirements and procedures for the processing of an Art in Public Places Application shall be as follows:

1. When a project applicant submits a project application to the Building and Safety Division of the Community Development Department, he or she shall be provided a copy of the ordinance codified in this chapter and an Art in Public Places application form.
2. Thereafter, the project applicant shall, in a timely manner, submit to the Building and Safety Division of the Community Development Department the completed Art in Public Places application form. Guidelines for the submission of all applications required under this chapter shall be established by the City Council.
3. Upon receipt of the Art in Public Places application, the Building and Safety Division of the Community Development Department shall file the application with the Community Services Department, who shall present the application to the Art in Public Places Advisory Committee. Proof of the filing shall be documented by the Director of the Community Development Department, or his or her designee, at the time of filing. If the project applicant has chosen to acquire and install art work the Committee will review the application, which shall include a proposal that details the art work.
4. The Art in Public Places Advisory Committee shall within thirty (30) days from its decision, submit to the Cultural Arts Commission a written recommendation on the proposed art work. If the Committee finds that the application as submitted:
 - a. Is in compliance with the provisions of this chapter;
 - b. Is consistent with the general peace, health, safety, and general welfare; and
 - c. Meets requirements of artistic merit; it shall recommend to the Cultural Arts Commission approval of the application.
5. The Cultural Arts Commission shall review the recommendation of the Art in Public Places Advisory Committee. If it approves, the Commission shall pass on the recommendation to the City Council for its consideration.
6. Any person interested in and affected by the proposed art work may file written protests or objections with the City Clerk at any time prior to the hour and date set for final action by the council. Each such protest or objection must contain a description of the property and art work as to which the signer is appealing. Upon the day and hour fixed for the final review, the City Council shall hear and pass upon the application together with any objections or protests that may be raised by any person.

7. The City Council shall, based upon the guidelines set forth in section 12.52.070, approve, approve in part, conditionally approve, or deny the application.
8. When the City Council has reviewed and passed upon the application, recommendations and objections made thereto, the final decision shall be confirmed by resolution. Said resolution shall include a finding of whether the value of the art work equals or exceeds the amount of the in-lieu contribution which the applicant seeks to satisfy. The decision of the City Council on the application shall be final and conclusive.
9. When the project applicant has elected to acquire an install and art work, the building permit shall not be issued until the City Council has approved the Art in Public Places application, and occupancy shall not be allowed until the approved work of art has been installed unless an in-lieu contribution is made as a deposit to secure the proper installation of the art work within a reasonable period of time as specified by the City Manager.

When the project applicant has elected to make an in-lieu contribution to the Art in Public Places Account occupancy shall not be allowed until such contribution has been paid.

12.52.060 ART IN PUBLIC PLACES ADVISORY COMMITTEE

- A) The City Council will appoint an Art in Public Places Advisory Committee to insure that all City Council established criteria has been met. They will review the applications and examine the proposal for public safety, weather resistance, balance with the program, verification of value, public response, proper lighting, public accessibility, installation methods, proportion, composition, the artist's previous experience, the artist's art training and exhibition record.
- B) Committee support shall be provided by:
 1. The Director of Community Services or designee.

12.52.070 GUIDELINES FOR APPROVAL OF ART WORK

- A) Guidelines for the approval and maintenance of art works shall include, but are not limited to the following criteria:
 1. When a project applicant submits a project application to the Building and Safety Division of the Community Development Department, he or she shall be provided a copy of the ordinance codified in this chapter and an Art in Public Places application form.

2. The composition of the proposed art work shall be of a permanent type of material in order to be durable against vandalism, theft, weather and in order to require a low level of maintenance.
3. The art work shall be related in terms of scale, material, form and content to immediate and adjacent buildings and landscaping so that it complements the site and surrounding environment.
4. The art work shall be designed and constructed by persons experienced in the production of such art work and recognized by art critics and by his or her peers as one who produces works of art.
5. The artist's qualifications will be reviewed by the Art in Public Places Advisory Committee. There must be examples of past work, which can be documented. Solo and group exhibit records, records of the artist work in private and public collections, art training, art education and printed critiques of past work would be helpful in providing documentation. Slides of similar work by the artist will be reviewed by the Art in Public Places Advisory Committee. Verification of the purchase price of past works will serve to help validate the fair market price of the proposed commissioned art work. The proposed art work should be submitted in the form of a model whenever possible. Multiple view drawings and photographs are also acceptable.
6. The art work shall be permanently affixed to the property, unless it is designated a temporary exhibit in the scope of the project when commissioned.
7. Installation of the art work shall be planned and implemented to enhance the piece and allow for unobstructed viewing from as many angles as possible. Once the art work has been installed the property owner shall not obstruct viewing of any or all of the piece. Owner may temporarily obstruct the piece in order to maintain the piece.
8. The art work shall be maintained by the property owner in a safe, neat and orderly manner acceptable to the City. The property owner shall from the artist maintenance instructions to follow including methods to maintain the piece and the frequency of maintenance. Failure to properly maintain art work will result in fines being collected from the property owner.
9. In the event that any art work placed on the development as a result of this Ordinance is removed or destroyed, developer shall, within 180 days of the removal or destruction replace it with art work which meets the requirement of the Ordinance and is equal to the removed/destroyed art work's fair market value immediately prior to its removal or destruction.

10. The art work shall become the property of the City of Whittier prior to occupancy being approved by the Building and Safety Division of the Community Development Department.
 11. Prior to the issuance of building permits, the property owner, at this expense, shall execute and record with the Los Angeles County Recorder Covenants, Conditions and Restrictions in form and content approved by the City Manager and the City Attorney providing, among other things, that the property owner and its successors, heirs and assigns shall maintain the art work as required by Section (8) above, (2) indemnify, defend and hold the City, its officers, employees and agents and related parties harmless from any and all claims or liabilities arising out of the art work, and (3) maintain in the City Clerk's Office a certificate of public liability insurance, naming the City as an additional insured in an amount not less than \$1,000,000 (one million dollars).
 12. Expressions of obvious bad taste or profanity, which would likely be offensive to the general public, are unacceptable.
 13. Each piece of art work shall be identified by a plaque at the site of an appropriate size and scale to the piece. The plaque shall be made of cast metal and then placed in a location near the art piece listing the title of the piece, the artist, and the date as well as the City and the Art in Public Places Program.
- B) The following items are not to be considered as art work:
1. Art objects that are mass-produced from a standard design.
 2. Reproductions of original art works, with respect to copyrights and any other clearly defined residual rights, when not an integral part of an art work or concept as presented in early design and concept phases.
 3. Decorative, ornamental or functional elements that are designed by the building architect as opposed to an artist commissioned for the purpose of creating the art work.
 4. Ornamental planting except where these elements are designed or approved by the artist and are an integral part of the art work by the artist.
 5. Services or utilities necessary to operate or maintain the art work.

12.52.080 ART IN PUBLIC PLACES ACCOUNT

- A) Accounting. Any monies collected by the City in accordance with the in-lieu contribution provisions of this chapter shall be deposited in a

separate account denominated as the "Art in Public Places Account." The City Manager or his/her designed shall establish accounting records sufficient to identify and control these funds. The account containing these funds shall earn interest and the earned interest shall be used for and be subject to the same restrictions established in sub-section (b).

- B) Use of Account. The Art in Public Places Account shall be used to provide sites for, and works of art in, public places in order to further the intent and purpose of this Chapter as set forth in Section 12.52.010.
- C) Permissible Expenditures. Expenditures of funds shall be strictly limited to the following enumerated uses:
 - 1. The cost of art work and its installation.
 - 2. Water works, planting, lighting and other objects that are an integral part of the art work.
 - 3. Plaques for each piece, as required by 12.52.070.
 - 4. Educational, promotional and any other such materials relating to Art in Public Places projects.
 - 5. Frames, mats, pedestals, and other objects necessary for the proper presentation of the art work.
 - 6. Walls, pools, planting, architectural or landscape architectural elements necessary for the proper aesthetic and structural placement of the art work.
 - 7. Maintenance and repair of art works funded through the Art in Public Places Account.
 - 8. Events and ceremonies regarding the art work to promote community awareness, outreach and education.
- D) Administration
 - 1. The Art in Public Places Account shall be administrated by the City Council.
 - 2. The Art in Public Places Advisory Committee shall make recommendations to the City Council concerning the purchase or commissioning or art works, including
 - a. Places which should be considered for art work; and
 - b. The medium of the proposed art work; and

- c. The artist whose work should be considered for placement in the recommended location.
3. Selection of artists and art works shall be based on the guidelines set forth in Section 12.52.070.
4. The City will contract with the artist and with consultants as necessary for the purchase or commissioning as well as the execution and installation of the art work.
5. On-site activity in connection with the art work installation shall be coordinated by the City Manager and his/her designee.

Roles and Responsibilities

Roles and Responsibilities

The following are roles and responsibilities of parties included in the process of acquiring and installing art for the Art in Public Places program.

City Council

The City Council enacts local laws, constructs policy, appropriates funds and approves programs. Council also generally supervises the operations of the city government in efforts to provide Whittier residents with a better, more attractive and healthier place to live. Council members are elected by registered voters residing in the City of Whittier and serve a four-year term. Council authorized the Art in Public Places Advisory Committee to advise them on all Art in Public Places matters. Council has final approval on all Art in Public Places projects.

Community Services Department

The role of the Community Services Department is to provide positive and quality recreational programs to enhance the lives of members of the community in their leisure time. The department, working with schools and local service and cultural organizations, conducts programs involving sports, games and crafts as well as social and cultural programs for the community to enjoy. The Department serves as a staff liaison to the Cultural Arts Commission and the Art in Public Places Advisory Committee. The Director of Community Services administers the Art in Public Places account.

Artist

The artist, whether commissioned by the City or by a private developer, will enter into a contract to design, fabricate and install artwork for a development or existing site.

Cultural Arts Commission

The Cultural Arts Commission is charged with the duty of encouraging, supporting and providing positive cultural arts programs for the community. Members of the Commission are appointed by the Council and have expertise in the visual and performing arts. The Commission hears recommendations from the Art in Public Places Advisory Committee regarding Art in Public Places projects. Three representatives from the Cultural Arts Commission are appointed to the Art in Public Places Advisory Committee annually.

Art in Public Places Advisory Committee

Members of the Art in Public Places Advisory Committee are appointed by the Cultural Arts Commission and advise and make recommendations to the Commission regarding Art in Public Places projects initiated under the ordinance and using Art in Public Places funds. The Committee reviews Art in Public Places applications when developers choose to acquire and install artwork per the Art in Public Places ordinance. The Committee also commissions artworks to be placed throughout the City using funds from the Art in Public Places in-lieu contribution fund. The Committee meets regularly to

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discuss business including the review of developer acquired artwork and City commissioned or purchased artwork projects.

Membership for Art in Public Places Advisory Committee

In section 12.52.060 of the Art in Public Places Ordinance, it states that the Council appoints members of the Committee and that the members' expertise will be used in reviewing proposals for such things as public safety, weather resistance, balance with the program, public response and artist qualifications, among other things. In section 12.52.080, the Committee is also given the duty of recommending to Council works to be purchased or commissioned for the City.

In 1993 when the ordinance was approved, the Cultural Arts Commission appointed a committee of 10 members with 3 Cultural Arts Commissioners, one Park and Recreation Commissioner, two artists, three business representatives and one landscape architect.

In 2002, the Cultural Arts Commission approved to change the composition of the Committee to better suit its needs. Four-year rotating terms were set for members with possibility of one reappointment. The terms will be staggered to insure continuity as new members are appointed. Committee members must have been off of the Committee for a minimum of one year before he or she may be appointed to the Committee again and a minimum of two years before being considered as artists for Art in Public Places projects.

The new 11 member Committee shall consist of the following representatives:

- 4 Artists (can be landscape architect)
- 1 Whittier Cultural Arts Foundation Board Member
- 1 Whittier Chamber Representative
- 2 Community Representatives
- 3 Cultural Arts Commissioners

City staff members will serve as liaisons to the Committee to represent the following entities when expertise is needed:

- Parks and Recreation Commission
- Planning Commission
- Design Review Board

Community Development Liaison

Community Development staff may be asked to advise or consult with the Art in Public Places Advisory Committee. Community Development staff support the Planning Commission as well as the Design Review Board and can speak to issues regarding planning and design review, as well as issues that pertain to the Planning and Building and Safety Divisions of the Community Development Department.

Park Department Liaison

Park Department staff may be consulted on matters of landscaping and hardscaping or any matters relating to parks, street trees and maintenance. Park Department serves as support for the Parks and Recreation Commission.

Developer Commissioned Art

Artwork Acquired and Installed by Private Developers

Process for Developers

- When a Developer submits a Project Application to the Building and Safety Division with a total project cost of \$250,000 or more (\$500,000 or more for recognized non-profit organizations), he or she will be provided with a brochure that explains the Art in Public Places ordinance and an Art in Public Places application form. The Division will also calculate the Art in Public Places program fees, which equal one half of one percent of the total project cost.
- The Developer will then, in a timely manner, submit to the Building and Safety Division the completed Art in Public Places application form. The Developer will have decided whether he or she will *acquire and install* artwork for the site or contribute *funds in-lieu* of acquiring and installing artwork. The value of the proposed artwork acquired and installed by the Developer must equal or exceed \$20,000, or the amount of the in-lieu contribution (one half of one percent of the total project cost). If the Art in Public Places program fees are calculated to be less than \$20,000, the Developer will automatically contribute the amount as an in-lieu fee.
- Should the Developer desire to acquire and install artwork when the program fees fall below \$20,000, he or she may do so if the value of the art equals or exceeds \$20,000.
- Upon receiving the Art in Public Places application from the Developer, the Building and Safety Division will file the application with the Director of Community Services, who shall report the filings to the Art in Public Places Advisory Committee.

In-Lieu Contributions

If the developer has chosen to make an in-lieu contribution to the Art in Public Places account, occupancy will not be allowed until such contributions have been paid. As mentioned above, all Art in Public Places fees calculated to be less than \$20,000 shall be paid as an in-lieu contribution.

Acquire and Install Artwork

If the developer has chosen to acquire and install artwork, the Art in Public Places Advisory Committee will review the Art in Public Places application, which will include information on the proposed artwork for the site and a site plan showing the location of the proposed artwork, complete with landscaping, lighting and other appropriate accessories to complement and protect the piece. The Committee will review the proposed artwork for compliance with the Art in Public Places Ordinance and to make sure that it is consistent with the general peace, health, safety and welfare of the community.

In addition to specific criteria listed later in this document for the selection of artwork, the Art in Public Places Advisory Committee will also review the Art in Public Places application for the following:

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Developer Commissioned Art

- The submitted Art in Public Places application is to include a site plan showing the location of the proposed artwork, complete with landscaping, lighting and other appropriate accessories to complement and protect the piece.
- The artwork shall be visible and accessible to the public.
- The composition of the artwork shall be of a permanent type of material in order to be durable against vandalism, theft, weather and in order to require a low level of maintenance.
- Decisions regarding temporary artwork will be made on a case by case basis.
- The artwork shall be related in terms of scale, material, form and content to immediate and adjacent buildings and landscaping so that it complements the site and surrounding environment.
- The artwork shall be designed and constructed by persons experienced in the production of such pieces. He or she should be recognized by art critics and peers as one who produces works of art.
- The Committee will review the artist's qualifications. There must be documented examples of past work in addition to solo and group exhibits records, private and public collection records, art training, art education and printed critiques of past work. The Committee will review slides of the artist's past and similar work.
- Verification of purchase price of past works will serve to validate the fair market price of the proposed piece.
- Expressions of obvious bad taste or profanity, which would likely be offensive to the general public, are unacceptable.

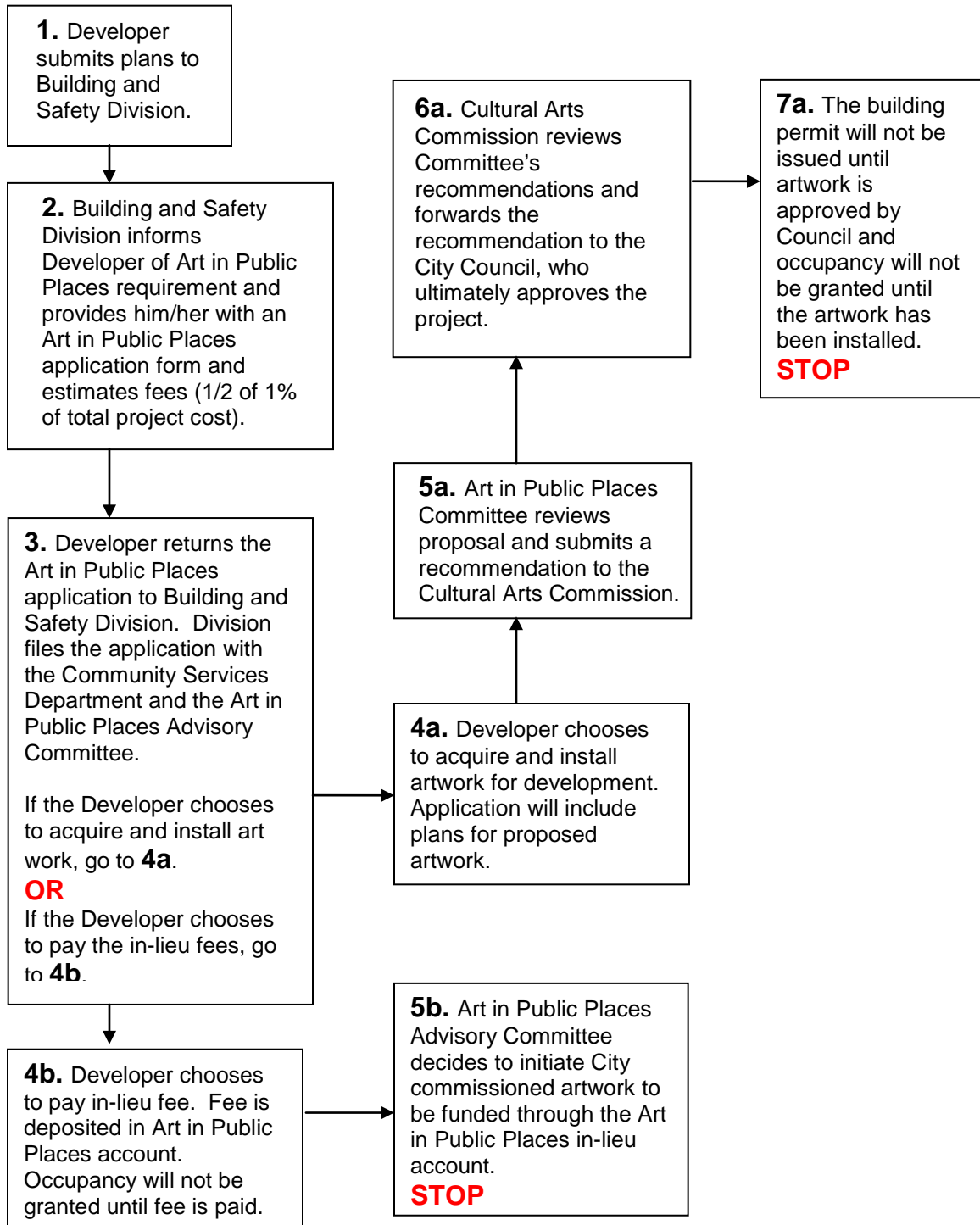
The Committee will submit a written recommendation to the Cultural Arts Commission. The Cultural Arts Commission shall review the recommendation of the Art in Public Places Advisory Committee. If it approves, the Commission shall pass on the recommendation to the City Council for its consideration.

City Council shall review the application based on the same guidelines as the Committee and shall approve, approve in part, conditionally approve or deny the project.

The Developer will not receive the building permit until the artwork is approved by City Council and occupancy will not be granted until the artwork has been installed.

The Community Services Department may assist the Developer by providing information regarding artists and other appropriate resources from its artist registry and database.

Process for Fulfilling Art in Public Places Ordinance Requirements



City Commissioned Art

Artwork Commissioned, Acquired and Installed by the City

Using funds from the in-lieu contribution account, the City has the opportunity to commission or acquire artwork to be placed throughout the City. This artwork will be part of the City's Art in Public Places collection, which will also include artwork acquired by Developers.

Sites for City commissioned artwork have been designated and are listed later in this document. Artwork commissioned by the City becomes the property of the City and it is required to maintain the piece using funds from the Art in Public Places account.

Once a City commissioned project has been initiated, the manner by which the art is acquired determines how the project is managed and continued. There are four different categories by which artwork can be acquired. They include 1) site specific projects, 2) completed works selected for an existing site, 3) completed works offered as a gift or donation, and 4) temporary, loaned or rented exhibits. All are explained below.

1. Site Specific Projects

A Site Specific commission is a piece of work designed for a particular site with a specific theme or concept. There are various selection processes that may or may not be appropriate for each project. They are as follows:

- a. Direct Selection: Artist(s) are chosen directly by the Committee.
 - Determine scope of project, site, subject matter
 - Invite artist to work with Committee and to submit a proposal
 - Final approval of artwork by Cultural Arts Commission and City Council
 - Determine schedule for project completion and payment
 - Approval process and signing of contract

- b. Invitational: Specific artists invited to submit proposals. The competition is not open to all artists.
 - Creation of RFP
 - Determination of artists to receive RFP
 - Selection of 5-7 finalists from reviewed proposals
 - Selection of artist and work
 - Final approval of artist and artwork by Cultural Arts Commission and City Council
 - Determine schedule for project completion and payment
 - Approval process and signing of contract

- c. Open Competition: Competition open to all artists and public notice sent out.
 - Creation of RFQ
 - Public notification and mailing of RFQ to professional visual artists
 - Selection of finalists from reviewed submitted material
 - Finalists invited to develop a detailed proposal
 - Selection of artists and work

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- Final approval of artist and artwork by Cultural Arts Commission and City Council
- Determine schedule for project completion and payment
- Approval process and signing of contract

2. Completed Works Selected for an Existing Space

The City may also choose to purchase completed works for its Art in Public Places art collection. These are pieces that the City has sought and acquired. Pieces must be appropriate for placement.

a. Criteria for Acquiring Completed Works for City's Art in Public Places Art Collection:

- Acquisitions should be directed toward artworks of the highest quality.
- Acquisition of artworks into the City art collection implies a commitment to the ongoing preservation, protection, maintenance and display of the artworks for the public benefit.
- Acquisition of artworks, regardless of the source of funding, should imply permanency within the City art collection, so long as the physical integrity, identity and authenticity are retained, and so long as the physical sites for the artworks remain intact.
- In general, artworks should be acquired without legal or ethical restrictions as to future use and disposition, except with respect to copyrights and any other clearly defined residual rights that are incorporated into the contracts with the artists.
- A legal transfer of the title of the artwork, which clearly defines the rights and responsibilities of all interested parties, should accompany all acquisitions. Complete accession records should be created and maintained for all artworks.

b. The process for selecting works to be acquired for an existing space, either a city facility or public area shall include the following:

- Initial proposal reviewed by the Committee.
- Determine scope of work, budget, site, media and subject matter.
- Contact appropriate artist(s) and invite artist(s) to submit slides of work.
- Conduct studio visits or presentations of work (if necessary).
- Selection of specific work(s).
- Consult with and/or seek approval from all appropriate City Departments, Commissions and Council.

3. Completed Works Offered to the City as a Gift or Donation

In some situations, artwork may be offered to the City as a gift or a donation by an artist or a resident. The City may accept the piece into its collection after the Committee has reviewed the piece.

- a. The Committee shall review artworks offered by artist or resident as a gift or donation to the City to be placed as an Art in Public Places piece for the following:
 - Aesthetic considerations, to guarantee artworks are of the highest quality, based on a written proposal and concept drawings for the proposal, or photographs of existing artwork to be donated, documentation of the artist's professional qualifications and a current certified appraisal of the artwork.
 - Financial considerations, based on the cost of installation, sources of funding for the project, a maintenance agreement between the City and the donor and the estimated cost of maintenance and repair over the expected life of the artwork.
- b. The Committee shall also take the following into consideration when considering accepting a gift or donation:
 - Determine community, site and environmental appropriateness, and consider liability, maintenance and installation issues.
 - Consult with and/or seek approval from all appropriate City Departments, Commissions and Council.
 - Provide appropriate recognition for donors of artworks to the City.
- c. Exceptions to the criteria stated above are to include gifts of state presented to the City by foreign governments or other political jurisdictions of the United States, municipal, state or national, which may be accepted by the City Council or the City administration on behalf of the City. Guidelines for review and implementation procedures for these gifts are as follows:
 - Permanent placement of the gift shall be determined by City administration and subject to the approval of the City Council.
 - Appropriate recognition and documentation shall be the responsibility of City administration or other appropriate department.
 - If maintenance is not provided by the donor, then the City shall be responsible for the maintenance.

4. Temporary Exhibits

Pieces in the City's Art Collection may be exhibited on a rotating basis at City Facilities and sites in the City. Rented or loaned Art in Public Places pieces may be exhibited as temporary installations or exhibits as part of an ongoing and changing Art in Public Places program. City artwork may also be loaned out as part of educational or traveling shows.

- a. Rotating Exhibitions of Selections from City's Art in Public Places Collection
 - Art in Public Places art works that are not permanently affixed to a site may be rotated to increase public access to the artwork. Pieces may be rotated through City parks, facilities and other appropriate sites. This may be done as part of a special themed exhibit.

- The Committee shall determine the schedule for rotation and the pieces to be rotated. City Council will give final approval on any rotating exhibit concept.
- b. Rented, Loaned or Commissioned Temporary Art Exhibits
 - The Committee shall review the scope of any temporary exhibit project. A project may propose to place temporary Art in Public Places artworks in a park or parks and special attention to public participation will be paid, as temporary exhibits are meant to increase access and interaction with the pieces. The Committee shall also consider artistic merit and appropriateness to community and site, liability and maintenance issues and installation requirements, in addition to eligibility as an Art in Public Places project and artistic criteria listed in the section, "Selection Criteria."
 - Temporary exhibits may take form as collaborations between the City and other cities and cultural organizations or institutions. For example, the City may wish to collaborate with the Norton Simon Museum and display a sculpture collection belonging to the Museum.
 - All exhibit concepts and sites must be approved by the Committee, Cultural Arts Commission and ultimately City Council.
 - At the end of the temporary exhibit, the City shall have the option to purchase the piece, if available and applicable, and include the piece in the Art in Public Places art collection.

Eligible Artwork

Eligible Artworks Under the Ordinance

All artwork commissioned or acquired, privately by Developers or by the City using in-lieu funds from the Art in Public Places account, under the City's Art in Public Places program are to be designed by *professional artists*. Such artwork may include the following:

Eligible forms of visual art include the following but are not limited to:

- Sculpture: in the round, bas-relief, high relief, mobile, fountain, environmental, kinetic, electronic or any combination of materials. Pieces from limited editions are acceptable.
- Painting: all media, including portable and permanently affixed works such as murals and frescoes.
- Photography, film-making, graphic arts: printmaking, drawing and calligraphy.
- Art forms in clay, fiber and textiles, wood, metal, plastics, glass, mosaics and other materials; any mixed media or combination of forms and media.
- Other categories or new technologies that may develop through artistic pursuit such as computer/audio/video-generated work.

The Art in Public Places Ordinance lists the following as items *not* to be considered as art work:

- Art objects that are mass produced from a standard design.
- Reproductions of original artwork that are not proposed as part of the artist's original concept as presented to the Art in Public Places Advisory Committee.
- Decorative, ornamental or functional elements that are designed by the building architect as opposed to an artist who is commissioned for the purpose of creating the artwork.
- Ornamental planting except where these elements are designed or approved by the artist and are an integral part of the artwork by the artist.
- Services or utilities necessary to operate or maintain the artwork.

Selection Criteria

Selection Criteria for Artist and Artwork

Because all artwork, whether it is acquired by a Developer or the City, will be considered part of the City's Art in Public Places collection, the same criteria for selection shall be used for all Art in Public Places projects. In addition to specific selection requirements for particular artworks listed above, the Art in Public Places Committee shall consider the following:

- Context: Works of art must be compatible in scale, materials, form and content with their surrounding environments. Consideration shall be given to the architectural, historical, geographical, social and cultural context of the site.
- Artistic Quality: Works of art must be unique and shall possess excellent craftsmanship, originality in conception and integrity of materials.
- Design: Consideration should be given to the fact that public art is a genre that is created in a public context and must take into account factors other than aesthetics. Additional considerations include public participation, social and political attitudes and functional considerations. In this sense, Art in Public Places pieces will also strive to establish focal points, modify, enhance or define spaces.
- Media: All forms of eligible visual arts may be considered. Works may be portable, permanently affixed or incorporated into the design and/or function of a public space. Temporary exhibits or installations may also be considered for extended periods of time. Eligible artworks are listed in the prior section.
- Permanence: For permanently installed works, due consideration shall be given to the work's structural and surface soundness, as well as the work's resistance to theft, vandalism, weathering and excessive maintenance and repair costs.
- Public Safety: All works of art, permanent or temporary, shall be evaluated to ensure their compliance with public safety requirements.
- Diversity: The art of the City's Art in Public Places program should be diverse in style, scale and media. The program will seek to distribute Art in Public Places pieces equally throughout the City, subject to funding sources.

Maintenance

Care and Maintenance of Artwork

The City and the Art in Public Places Advisory Committee feel a commitment is to be made to maintain each artwork installed as a result of the Art in Public Places Ordinance in the best condition possible. In order to fulfill this commitment, the following objectives have been established:

- Ensure regular maintenance of artwork in the City's Art in Public Places art collection to preserve them in the best possible condition.
- Provide for the regular inspection for condition and location of artwork in the City's Art in Public Places art collection.
- Establish a regular procedure for effecting necessary repairs to artwork in the City's Art in Public Places art collection.

All artwork shall be maintained by the property owner—either the Developer or the City—in a safe, neat and orderly manner acceptable to the City. To insure that the pieces are maintained in an easy, efficient way, contracts for all artworks will require that artists or donors provide the City or the developer with detailed instructions regarding routine and extraordinary maintenance of the artwork and frequency of the maintenance. The instructions will list how often a piece should be inspected and what actions should be taken to maintain the piece on a regular basis. This list should be obtained from the artist.

To insure that the artwork is being maintained, City staff will create a checklist of all Art in Public Places pieces and their respective maintenance requirements and frequency of maintenance. Revisions to the Art in Public Places Ordinance add language indicating that should property owners fail to comply with maintenance requirements they may be fined. All Art in Public Places pieces will be reviewed at least annually or as often as needed as dictated by maintenance instructions to guarantee that they are fully maintained and kept in the best condition possible.

For one year following the installation of the piece, the artist shall be responsible to guarantee and maintain the artwork against all defects of materials and workmanship.

The Art in Public Places Advisory Committee will determine, based on the expertise of the Committee members, whether the piece needs routine maintenance or repairs. Should the piece need repairs, the artist shall be contacted to make those repairs.

All repairs and restorations made to the piece during the lifetime of the artist shall be agreed upon by the artist and the developer or the City, and to the extent practical, the artist should be given the opportunity to make such repairs at a reasonable fee.

If the artist is not available to make the repairs, whenever possible, a qualified artist or craftsman shall be contacted to make the repairs.

In the event that any artwork acquired and installed as a result of this Ordinance is removed or destroyed, developer shall, within 180 days of the removal or destruction replace it with artwork which meets the requirement of this Ordinance and is equal to the removed/destroyed artwork's fair market value immediately prior to its removal or destruction.

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Documentation

Documentation of Art in Public Places Pieces

Each artwork shall be identified by a plaque at the site of an appropriate size and scale to the piece. The plaque shall be made of cast metal and then placed in a location near the art piece, listing the title of the piece, the artist, and the date, as well as the City and the Art in Public Places Program.

Following is a sample plaque. All plaques should be consistent in format.



Sites

Designated Sites for Art in Public Places Pieces

As part of the process of developing a prioritized project list for the next ten Art in Public Places projects, the Art in Public Places Committee met to prioritize a list of sites and designate theme, type of commission, timeline and proposed budget.

The Committee has also identified other sites to be considered for art in the future. That list follows the Project Plan.

Project Plan

Project # 1 – Parnell Park

Type of Commission: Open Invitation (RFQ)
 Theme: Site specific related to activities within the park (the zoo, senior center, playground area)
 Style: Related to theme: indoor or outdoor piece. If outdoors located at the corner of Scott and Lambert
 Timeline: 2005 completion
 Budget: \$50,000 to include landscaping and all complementary elements

Project # 2 – Colima Road and Whittier Boulevard

Type of Commission: Selective (RFP)
 Theme: open, would like the piece to be visually driven.
 Style: Bas-relief wall treatment
 Timeline: 2005 completion
 Budget: \$50,000 to include all complementary elements

Project # 3 – Five Points/Walnut Tree Area

Type of Commission: Selective
 Theme: Kinetic (art that moves)
 Style: Wind sculpture
 Timeline: 2005
 Budget: \$75,000

Project # 4 – Greenway Trail

Type of Commission: Select pieces either by theme or artist. Research will be done to see what complete artwork is available.
 Theme: Recreational, athletic, "Rails to Trails"
 Style: Open, several pieces to be placed along trail
 Timeline: 2006
 Budget: \$50,000 to include all pieces and complementary elements.

Project # 5 – Mar Vista/Painter Avenue

Type of Commission: Selective
 Theme: Abstract
 Style: Sculpture
 Timeline: 2006

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Budget: \$35,000

Project # 6 – Uptown Galleria (walkway near Mimo's)

Type of Commission: Selective

Theme: Architectural elements

Style: Mosaic walkway

Timeline: 2007

Budget: \$25,000

Project #7 – Whittwood Branch Library

Project #8 – Community Center

Project #9 – Whittier Blvd./Valley Home

Project #10 – Whittier Blvd./605 Freeway

Identified Sites for Future Art in Public Places Projects

Parks

- Michigan Park, 8228 Michigan Avenue
- Broadway Park, Broadway and Milton Avenue
- Penn Park, 13900 Penn Street
- Founders' Park, Broadway and Citrus Avenue
- Guirado Park, 5760 Pioneer Boulevard
- Kennedy Park, 8530 Painter Avenue
- Lee Owens Park, 7930 Greenleaf Avenue
- Anaconda Park, 14575 Anaconda
- York Field

City Buildings and Facilities

- Whittier Historic Depot, 7333 Greenleaf Avenue

Intersections

- Beverly Boulevard and Palm Avenue, southwest corner

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*Education and
Community
Outreach*

Art Education and Community Outreach

The purpose of creating an Art in Public Places education program is to increase public involvement, awareness and understanding of the Art in Public Places program in the community. An important aspect of a successful program is an effective partnership with existing groups and outreach to non-traditional audiences. The following are opportunities for education and outreach in the community to be investigated for projects:

Develop partnership with local schools

The Committee should work to identify opportunities appropriate for K-12 school age youth to participate in the City's Art in Public Places process. This effort could attempt to integrate elements of the Art in Public Places program with the schools' current arts education curriculum. This involvement may include participation in the actual creation of a piece, explaining fabrication processes, field trips to artist's studios or projects concerning the several existing pieces in the City's collection. Artists may be invited to schools to give presentations on Art in Public Places projects or to participate in artists-in-residence programs.

Utilize technologies to reach non-traditional audiences

Computer technology allows for information regarding Art in Public Places to reach a wide audience. A website could be created to document all the existing Art in Public Places projects with information and photographs. This website could include more in-depth information, such as individual project process documentation and future projects.

Printed publications and CD-Roms can be developed as tools for arts education and promotion and made available to the public. They can include interviews with artists regarding their pieces and history of the City and its devotion to the arts. Development of these tools will be most effective once the program grows to an appropriate size.

Create project specific outreach plans

Each project provides a unique opportunity to reach different members of the community. Programs may range from slide presentations to panel discussions about the Art in Public Places program in general to a "meet the artist" session. Other programs may include workshops, public unveilings and dedications, design competitions, awards or scholarships, school programs specific to the project or exhibits documenting the fabrication and installation process for Art in Public Places pieces on display at several spaces for the public.

Provide general Art in Public Places education

The Committee should identify opportunities to make presentations to groups on an on-going basis. Making contacts with service groups, churches, community groups and business associations can strengthen the program and provide support and potential partnerships for future Art in Public Places projects.

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Inventory

Current Art in Public Places Inventory

The City of Whittier presently has a collection of Art in Public Places with a variety of subject matter, made of varied media and funded by different sources. One characteristic the collection does share is that it represents the history and culture of a diverse community. It is the Committee's hope that this tradition carries on.

Art in Public Places Projects Inventory

- | | |
|------|--|
| 2004 | "The Garden Gate," bronze installation and labyrinth garden, by Guy Angelo Wilson, Lou Henry Hoover Park, 10839 Beverly Blvd. |
| 1998 | Tile mural, tiles painted by Dianna Schram and arch designed by Katie Steffler, Albertsons Market, Whittier Blvd. and Greenleaf Ave. |
| 1996 | "Welcome Friends," metal sculpture, by Jill Casty, The Quad, Whittier Blvd. and Painter Ave. |
| 1995 | Historic Whittier posters, Whittier Village Cinemas, Greenleaf Ave. and Wardman St. |
| 1988 | "Barefoot Boy," bronze sculpture with water feature by Sculptor Tina Hupp and Landscape Architect Leon Williamson, City Hall, 13230 Penn St. |
| 1987 | John Greenleaf Whittier statue by Christoph Rittershausen, Central Park, Friends Ave. and Bailey St. |

City Inventory

- | | |
|------------------|--|
| 2002 | Gates at Arroyo Pescadero Trails, Greg Witmer, Jesus Macias and Brett Goldstone, Colima Road north of Mar Vista. |
| 1976 | Bicentennial Memorial, Whittier Police Station, 7315 Painter Avenue

Stained Glass Panels at Senior Center, 13225 Walnut Street

Stained Glass City Seal at City Hall, 13230 Penn Street |
| 1998 (Presented) | "The Victorious 'Yushan' (Mountain Yu)," Z. Wang, Changshu, China. Painting in Council Chambers, presented to the City from Changshu. City Hall, 13230 Penn Street |
| 1995 (Presented) | Eagle from Changshu, City Hall, 13230 Penn Street

Patricia Nixon Fountain, Mar Vista and Colima Road

Lou Henry Hoover Fountain, Beverly and Norwalk Boulevards |

Registry

Artist Registry and Database

One of the goals included in the Master Plan recommendation is the establishment of an artist registry.

In 2002, the City of Memphis sent out applications for artists to return to be included in their artist registry and database. Artists in the database would be notified of City related competitions and exhibitions. The list could be easily sorted based on location of artist, subject matter, medium and style.

By following steps similar to those of the City of Memphis, a database of pre-approved artists can be created for use by the Art in Public Places Committee.

In order to collect information on artists, staff is asking City Council to authorize the dissemination of a Request for Qualifications (RFQ)/Call to Artists. The Art in Public Places Advisory Committee will review the applications and establish a pool of qualified artists. The RFQ will be sent to the newspapers, placed on the City website and mailed to arts organizations and other cities as well as appropriate arts publications.

The submissions will be reviewed by the Committee and the qualified artists' information will be kept on file. Information collected will include artist's name, location, subject matter, medium and style. This information will be stored on computer in a database that will allow the information to be sorted and called up based on any of the categories. Supplemental information, such as samples of work, slides, résumés and printed material will be stored by the Community Services Department.

The qualified artist pool will be used in selecting artists for City commissioned Art in Public Places projects, but will also be made available to private developers should they wish to utilize it.

Samples

SAMPLE RFP #1 The following RFP is a sample of the one used for the “Garden Gate” project when looking for a landscape architecture firm to complete site plans and design specifications for the piece.

REQUEST FOR PROPOSAL FOR CONSULTANT SERVICES

The City of Whittier is interested in soliciting design proposals from qualified companies for the development of site plans and design specifications for the City’s public art piece to be located in the Lou Henry Hoover Park at Beverly Boulevard and Norwalk Boulevard. Interested firms/consultants are invited to submit proposals no later than Friday, June 13, 2003.

I. SCOPE OF SERVICES

In July 2002 the City Council approved the commissioning of Sculptor Guy Wilson to design and fabricate the first City-commissioned public art piece to be located at Beverly Blvd. and Norwalk Blvd. Mr. Wilson is in the process of finalizing design plans for the piece entitled “Garden Gate”. The next phase of this project is the development of site plans and design specifications for landscaping for the art piece and its integration into the Lou Henry Hoover Park.

The requirements of the design contractor are to:

- A. Work cohesively with the City and the Sculptor to design the landscape and site for the sculpture; and
- B. Attend a prebid meeting with the City and Sculptor to understand the Sculptor’s message and ideas for design. The meeting is mandatory and is scheduled for Tuesday, May 13, 2003 at 10:00 a.m. at Whittier City Hall, 13230 Penn Street. At that meeting companies will be provided with the Sculptor’s drawings of the piece and information on the placement of the piece within the park; and
- C. Develop site plans and design specifications for city approval of site construction. All City of Whittier regulations and Los Angeles County Health Department requirements must be met and any hardscape, landscaping and irrigation necessary to incorporate this site into the existing area will be required; and
- D. Development estimated cost of construction of site and landscaping and estimated cost of future maintenance related to the landscaping and art piece.

II. PROPOSALS

The proposal should include information on the qualifications and experience of the firm/consultant as it relates to similar projects and dealing with a municipal government agency. All proposals must include:

- A. A list of three similar public art projects within the last three years.
- B. A cost for design proposal.

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- C. An estimated cost for construction of the landscaping.
- D. Proof of appropriate insurance, Workers Compensation and Liability, which will be required of the successful proposer.

III. LIMITATION ON PROPOSALS

This request for proposals does not commit the City of Whittier to award a Contract, or to pay any costs incurred in the preparation of a proposal in response to this request. At this time, there is no commitment on the part of the City to award a contract for consulting services for this service. However, upon selection of a consulting firm/consultant, the Cultural Arts Commission will request that the City Council approve the selection of a consultant and award of the contract.

IV. PROPOSAL ACCEPTANCE AND CONTRACTUAL AGREEMENT

The City of Whittier will retain all proposals submitted in response to this request.

V. SELECTION PROCESS

This Request for Proposal is being submitted to select qualified landscaping firms. Once all proposals have been received, staff will review them and those most qualified based on the criteria set forth below will be invited to an interview (tentatively scheduled for June 19) to make a presentation of previous work.

The final selection will be based upon the following criteria:

- A. Proven experience of the firm to successfully complete projects of a similar nature with other municipalities within an established time frame, insuring satisfactory and accurate completion of the scope of services.
- B. Qualifications and experience of the principal in charge of the project and other staff or subcontractors assigned to the project.
- C. The firm's understanding of the work to be completed based upon the methodology outlined in the proposal and information presented in the interview.
- D. The lump sum of professional fee as stated in the proposal.
- E. The project schedule proposed by the consultant.

It is anticipated the City Council will award the project to a landscaping firm at their regular meeting on July 8, 2003 at 6:30 p.m. in the City Hall Council Chambers, located at 13230 Penn Street, Whittier, CA 90602.

VI. SUBMISSION DEADLINE

Three (3) copies of the bid proposal are to be submitted by Friday, June 13, 2003, 4:00 p.m. and should be addressed to:

Kathryn Marshall, City Clerk -Treasurer
City of Whittier
13230 Penn Street

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Whittier, CA 90602
(562) 464-3330
e-mail: kmarshall@whittierch.org

Any questions regarding this request should be forwarded to the above individual. Responses to all questions will be forwarded to all known proposers for the project.

SAMPLE RFP #2 This RFP was used to solicit proposals for the Walnut Tree/Whittier Boulevard project.

**REQUEST FOR PROPOSALS
Art in Public Places Art Opportunity**

The Whittier Art in Public Places Program is seeking a public artist for a significant project on the 12400 block of Whittier Boulevard.

Site: (A map is included)

Near the 12400 block of Whittier Boulevard, south area of the median. The City of Whittier is located 22 miles southeast of Los Angeles off the 605 freeway. Whittier is 14.8 square miles (including the hills) and has 84,292 residents.

Approach:

The Art in Public Places Advisory Committee would like to encourage artists to focus on the unique context of the site and the surrounding Whittier area in developing proposals for the site. Aspects of this may include, but not limited to, the beauty of the Whittier hills, local history, local businesses, the ethnic diversity represented in the local population, local culture and the future vitality of the community.

The project must address maintenance and life-cycle aspects of materials, particularly technological components.

Goals:

1. The work visually enhances the area in a unique and engaging manner and is appropriate to the site.
2. The work be permanent, weather resistant and require minimum maintenance.
3. The work be sensitive to the community and celebrate the rich local history of the site.
4. The artist commissioned for this project will be required to facilitate a community education program. The nature of the outreach process will be defined in cooperation with City staff once an artist has been selected.
5. The composition is not limited to a single piece.
6. Art work of the highest aesthetic quality and craftsmanship is expected.

Budget:

The range of the budget is \$20,000 to \$50,000. This sum must include the artist's design fee, the cost of fabricating, transporting and installing the work, as well as travel, insurance and all other expenses.

Eligibility:

The competition is open to all California artists. Local artists are encouraged to apply.

Selection Process:

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A selection panel will be composed of members from the Art in Public Places Advisory Committee will evaluate each applicant's qualifications. Up to five finalists will be invited on a tour of the site and asked to prepare a detailed proposal. The same selection panel will review the detailed proposal and select an artist to be commissioned for the project. Finalists who are not awarded the project will be given a stipend fee of \$500 for their participation.

The artist selected will work with the Art in Public Places Advisory Committee, Cultural Arts Commission, City Council and staff in a collaborative process to explore, identify and define a potential opportunity for publicly accessible artwork and to develop concepts for public art, which relate to the design and function of the project.

Timeline (timeline to be established. Application deadline within four months of date published).

Application deadline
Initial slide review
Tour site and interview final candidates
Proposal reviews
Finalist notification week of

Materials to be submitted:

1. *Cover letter (ten copies)*. Two-page proposal, a typed "cover letter" identifying the (1) proposed site; (2) relevant artist's past experience, and (3) written preliminary proposal idea including (a) the approach envisioned for the project, (b) the means that might be used to execute it, and (c) how the project meets the identified goals of the project.
2. *Draft budget (ten copies)*. A one-page proposed budget including all costs anticipated with the project (design fees, engineering, site preparation, materials fabrication, administration costs, programming, delivery, installation, insurance, etc.)
3. *Resume (ten copies)*. Relevant past experience.
4. *Slides*. One set of ten slides of past work numbered in the order of desired presentation. An additional ten slides may be included in the application if desired. These slides will only be shown if requested by the panel.

Slides must be 35mm and enclosed in a plastic slide sheet. Slides must be clearly labeled and include the artist's name, title of artwork, date of artwork completion, medium and location. Please indicate with an arrow at the top of each slide. Photographs of artwork may also be provided on disk or CD ready to be viewed. Each picture file must be named with the title of the artwork.

The *annotated slide* list should correspond with the order the slides are to be shown and should include the following (please submit ten copies):

The artist's name, title of artwork, project description, date of art work completion, duration of time to complete the project, medium, location, commissioning agency, art consultant or project manager, project budget, subcontractors, fabricators and other design professionals with whom you worked.

5. *Optional Materials.* A maximum of three published reviews/articles about your work, copies to fit 8 ½" x 11" format. (Please submit ten copies of each.) Please do not send catalogues.
6. Shipping or postage charges will be incurred by the artist. All items to be returned must be picked up by _____. Any items not picked up by this date will become the property of the city. The Art in Public Places Advisory Committee can not be held responsible for the loss or damage of any application materials.
7. Applications may be mailed or delivered to: (no later than _____)

**City of Whittier, Community Services Department
Attention: Art in Public Places Advisory Committee
13230 Penn Street
Whittier, CA 90602**

For more information or questions, please contact Fran Shields, Programs Manager, at (562) 464-3360 or Kimberly Albarian, Community Services Supervisor, at (562) 464-3430.

***Incomplete or late applications will not be accepted.**

SAMPLE CONTRACT #1 This contract was used in the commissioning of artist Guy Wilson to design and fabricate the "Garden Gate" piece. The Committee recommends instituting penalties should a project go significantly beyond initial deadlines.

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF WHITTIER
AND
GUY ANGELO WILSON**

THIS AGREEMENT is made and entered into this 23rd day of June 2002, by and between the City of Whittier, a municipal corporation located in the County of Los Angeles, State of California, hereinafter referred to as "CITY" and Guy Angelo Wilson, located at 598 Redondo Lane, Corona (hereinafter, "ARTIST").

WHEREAS, the CITY has determined the need to enter into an Agreement for a sculptured art piece for the City of Whittier; and

WHEREAS, the ARTIST is a recognized, professional sculptor as demonstrated through his educational achievements and prior work accomplishments; and

WHEREAS, the ARTIST has stated to the CITY that he has the desire and capability to execute a design concept and oversee fabrication and installation of that design concept (hereinafter, "WORK"); and

WHEREAS, the CITY wishes to engage the ARTIST to create a WORK and ARTIST desires to accept such engagement, all on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. SERVICES TO BE PERFORMED

CITY hereby engages ARTIST, and ARTIST hereby accepts engagement, to perform the various services set forth in the specifications and incorporated herein by this reference as if set forth in full. Scope of Project are defined in Attachment A.

2. TIME FOR PERFORMANCE

ARTIST shall begin the work within seven (7) days following execution of this agreement by CITY. The Agreement will not be executed until the appropriate insurance certificates are received. ARTIST shall complete all tasks in accordance with the attached time schedule (Attachment B). The term of the contract is for one year (from design to completion) or until mandated completion date of June 30, 2003.

3. FAITHFUL PERFORMANCE BOND

ARTIST agrees to perform all work to the complete satisfaction of the CITY and within the time specified in Attachments A and B. Evaluations of the work will be done by the Art in Public Places Advisory Committee. The Director of Building and Safety or his designee will evaluate installation of the piece. If the quality of the work is not satisfactory, CITY at its discretion, has the right to:

- A. Meet with ARTIST to review the quality of the work and resolve the matters of concern;
- B. Require ARTIST to repeat the work at no additional fee until it is satisfactory; and/or
- C. Terminate the Agreement as hereinafter set forth.

4. COMPLIANCE WITH LAW

All services rendered hereunder shall be provided in accordance with the requirements of relevant local, State, and Federal Law.

- A. ARTIST does hereby agree to comply with all of the provisions of the Immigration Reform and Control Act of 1986.
- B. ARTIST shall adhere to, and shall pay the general prevailing rate of wages, and rates for legal holidays and overtime work in this locality for each craft or type of worker or mechanic needed to perform the work required hereunder.
- C. The prevailing rates of wages, heretofore determined and adopted by the CITY are, pursuant to the provisions of Article 2 of Chapter 1, Part 7, Sections 1770 and 1773, of the Labor Code of the State of California, not less than the prevailing rate of per diem wages for legal holidays and overtime work contemplated under this Agreement, as ascertained, and adopted, by the CITY, which rates shall be paid to all workers employed on aid work by ARTIST or any subcontract doing or contracting to do any part of said work. A copy of said prevailing wage rates is on file in the office of the City Clerk of said CITY.

5. FAMILIARITY WITH WORK

- A. By execution of this Agreement, ARTIST warrants that he/she has thoroughly investigated and considered the work to be performed;
- B. Has carefully considered how the work should be performed, and;
- C. Fully understands the difficulties and restrictions attending the performance of the work under this Agreement.

6. COMPENSATION

Approved by City Council September 28, 2004
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A. SERVICES PERFORMED

CITY agrees to pay ARTIST a fee not to exceed fifty thousand dollars (\$50,000) based on the following payment schedule:

1. Upon approval of the professional services agreement the ARTIST shall begin consultation with the Art in Public Places Advisory Committee regarding site selection and preliminary design concepts. The ARTIST shall receive \$500 for these preliminary consultations.
2. ARTIST will be paid \$500 upon approval of the design concept and completion of preliminary drawings.
3. ARTIST will be paid \$14,000 upon written notification by the CITY of the approval of the Final Design Documents. ARTIST is authorized to proceed with the WORK.
4. ARTIST will be paid \$15,000 upon CITY's approval of Mid-Point Review.
5. ARTIST will be paid \$15,000 upon CITY's approval of Pre-Delivery Review.
6. ARTIST will be paid \$5,000 upon CITY's Final Acceptance of the WORK.

- B. For any additional services, change orders or any additional compensation of any nature to be proposed for payment to ARTIST by CITY, such modification of this contract shall be a written request executed by ARTIST and approved in writing by CITY.

It is specifically understood that oral requests or approvals of such additional services, change orders or additional compensation and any approvals from CITY shall be barred and are unenforceable.

C. PAYMENT PROCEDURE

ARTIST shall submit an invoice to the CITY for work performed. Within ten (10) working days of receipt of such invoice, CITY shall determine whether ARTIST has satisfactorily performed the work described in the invoice. CITY shall thereafter pay ARTIST for that effort which CITY deems to have been satisfactorily completed within thirty (30) days of CITY determination that ARTIST has satisfactorily completed all required tasks. However, CITY will not process any payments to ARTIST for any services performed before CITY receives the certificates of insurance as stated in Appendix 6.

CITY and ARTIST recognize that time is of the essence of this Agreement and that CITY will suffer financial loss in the form of contract administration expenses if Work is not completed within the respective times specified in this Agreement plus any extensions thereof allowed in accordance with this Agreement. ARTIST and the CITY agree that because of the nature of the Work, it would be impractical or extremely difficult to fix the amount of actual damages incurred by City because of a delay in completion of the Work. Accordingly, CITY and ARTIST agree that ARTIST shall pay CITY (\$_____) for each calendar day that expires after the time specified herein for ARTIST to achieve delivery.

7. TERMINATION

- A. This Agreement may be terminated with or without cause by CITY at any time by providing ARTIST with written 30 Day Notice of Termination. In the event of such termination, ARTIST shall be compensated for services rendered as of the date of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the date of termination. In the event of such termination, ARTIST shall immediately upon notice stop rendering services under this Agreement unless directed otherwise by CITY, and shall deliver to CITY all claims, data, reports, summaries, floppy disks, and all such other information and materials as ARTIST may have accumulated in performing this Agreement. This Agreement may be terminated by ARTIST by providing CITY with written notice no less than thirty days (30) in advance of such termination.
- B. TERMINATION – FAILURE TO ADHERE TO TIMETABLE. If the CITY is in substantial compliance with its obligations hereunder and provided that the CITY has not failed to complete any review processes required of it hereunder in a timely manner, the CITY may terminate this Agreement, with immediate effect, upon the giving of the written notice to the ARTIST in the event the ARTIST fails without cause or excusable delay to complete any phase of his services hereunder within forty-five (45) days of the respective completion date as set forth in tentative timetable or as discussed with and modified by the CITY.
- C. TERMINATION – EXTENDED ILLNESS. The CITY may terminate this Agreement, with immediate effect, upon the giving of written notice to the ARTIST in the event that an extended illness renders the ARTIST permanently disabled and medically incapable of carrying out his duties hereunder. An extended illness shall be defined as any illness that would interfere with obligations in contract.
- D. TERMINATION – DEATH. This Agreement automatically shall terminate upon the death of the ARTIST; provided, however, that the CITY shall pay to the ARTIST's estate any and all sums due and owing to the ARTIST hereunder.

- E. EFFECTS OF TERMINATION. Except as provided in the section above or where termination results from a default by the CITY, in the event of the termination of this Agreement for any reason, the ARTIST shall return to the CITY all components and materials of WORK in progress, and any payments for services not yet completed, but the ARTIST shall not be liable for any additional expenses, damages, or claims of any kind.

8. COORDINATION OF WORK

A. SELECTION OF REPRESENTATIVES

The following principals of ARTIST are hereby designated as the principals and representatives of ARTIST authorized to act on his/her behalf with respect to the WORK specified in this Agreement and to make all decisions in connection therewith:

Guy Angelo Wilson, Artist

The foregoing principals may not be changed by ARTIST without the express written approval of CITY.

B. CONTRACT OFFICER

The Contract Officer shall be Fran Shields, Director of Community Services, or such other person as designated by the City Manager of the City. It shall be the ARTIST's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the artist's services and the ARTIST shall refer any decision which must be made by CITY to the Contract Officer. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the Contract Officer.

9. INDEPENDENT ARTIST

A. ARTIST STATUS

ARTIST is an independent ARTIST and not an employee of CITY. Neither CITY nor any of its employees shall have any control over the conduct of the ARTIST or any of the ARTIST's employees, except as herein set forth and, ARTIST expressly warrants not to, at any time or in any manner, represent the CITY, or any of ARTIST's officers, employees, or agents of CITY. It is distinctly understood that said ARTIST is and shall at all times remain as to the CITY a wholly independent ARTIST, and that ARTIST's obligations to the CITY are solely such as are prescribed by this Agreement.

B. ARTIST –PERSONAL SERVICES - INDUCEMENT

This Agreement contemplates that the ARTIST's personal services and those of ARTIST's officers, employees, and agents are a substantial

inducement to the CITY for entering into this Agreement. ARTIST may not assign any interest in this Agreement, except upon written consent of CITY.

Furthermore, ARTIST shall not subcontract any portion of the performance contemplated under this Agreement without the prior written approval of the CITY. Nothing in this Agreement shall be construed as preventing ARTIST from employing as many employees as ARTIST deems necessary for the proper and efficient execution of this Agreement.

10. INDEMNITY

Notwithstanding the existence of insurance coverage required of ARTIST pursuant to this contract, ARTIST shall save, keep, indemnify, hold harmless, and defend CITY of Whittier, and its appointed and elected officials, officers, employees, and agents, from every claim or demand made and every liability, loss, damage or expense of any nature whatsoever and all costs or expenses incurred in connection therewith, which arise at any time, by reason of damage to the property of, or personal injury to, any person, occurring or arising out of the performance by ARTIST, its officers, agents or employees, including, but not limited to, its subcontractors (hereinafter collectively "ARTISTS"), of the work required pursuant to this Agreement, occasioned by any alleged or actual negligent act or omission by the ARTIST, including any such liability imposed by reason of any infringement or alleged infringement of rights of any person or persons, firm or corporation, in consequence of the use in the performance by ARTIST of the work hereunder of any article or material supplied or installed pursuant to this Agreement.

11. INSURANCE

ARTIST shall procure and maintain, at his/her own cost, comprehensive general liability insurance from an acceptable insurance provider in an amount not less than One Million Dollars (\$1,000,000) per occurrence and as to be determined to be acceptable by the CITY Risk Manager covering ARTIST against all claims for injuries against persons or damage to property resulting from ARTIST's actions in the performance of ARTIST's obligations under this Agreement.

ARTIST shall maintain and shall require ARTISTS to maintain comprehensive automobile liability insurance with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

ARTIST shall also carry Workers' Compensation Insurance in accordance with State Workers' Compensation laws. The insurance required under this section shall be kept in effect during the Term of this Agreement and shall not be canceled without thirty (30) days advance written notice to the CITY of such intent to cancel.

A certificate evidencing that ARTIST has procured the above-referenced required insurance and that the insurance names the CITY and those insured shall be delivered to and approved by the CITY prior to the execution of the Agreement and the commencement of services hereunder. ARTIST shall provide all certificates of insurance before CITY makes payment for services provided. The procuring of such insurance or the delivery of policies or certificates evidencing the same shall not be construed as a limitation of ARTIST's obligation to indemnify the CITY, his/her officers, agents or employees.

The CITY, its elected or appointed officials, officers, employees, representatives, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of the work performed by or on behalf of ARTIST, including materials, parts or equipment furnished in connection with such work; or with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the ARTIST. This insurance shall be primary insurance as respects the CITY, its officers, employees, representatives, agents, and volunteers and shall apply separately to each insured against whom a suit is brought or a claim is made. Any insurance or self-insurance maintained by the CITY, its officers, employees, and volunteers shall be excess of this insurance and shall not contribute with it.

12. MISCELLANEOUS

A. SERVICES AND MATERIALS TO BE FURNISHED BY THE CITY

The ARTIST shall provide guidance to the CITY in determining the data required for claims submission. The ARTIST shall assume that other documents assembled or prepared by ARTIST or ARTIST's agents, officers or employees in connection with this Agreement shall be the property of the CITY and shall be delivered to the CITY upon the completion or termination of the Project. Copies and said documents may be retained by ARTIST, but shall not be made available by ARTIST to any individual or organization without the prior written approval of CITY, except as required by law.

B. NOTICES

Any notices to be given under this Agreement shall be given by enclosing the same in the sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, addressed as follows:

CITY: CITY OF WHITTIER
13230 Penn Street
Whittier, CA 90602
Attn: Director of Community Services

ARTIST: Guy Angelo Wilson
598 Redondo Lane
Corona, CA 92802

If the name of the person designed to receive the notices, demands, or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five (5) working days of said change.

- C. ENFORCEMENT OF AGREEMENT. This Agreement shall be construed and interpreted as to both validity, and performance of the parties, in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and ARTIST covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.
- D. DISPUTES. In the event of any dispute arising under this Agreement, the injured Party shall notify the injuring Party in writing of its contentions by submitting a claim according to the CITY's claims requirements.

The injured Party shall continue performing its obligations hereunder so long as the injuring Party cures any default within ninety (90) days after service of the notice, or if the cure of the default is commenced within thirty (30) days after service of said notice and is cured within a reasonable time after commencement; provided that, if the default is an immediate danger to the health, safety and general welfare, the CITY may take immediate action. Compliance with the provisions of this Section shall be a condition precedent to any legal action, and such compliance shall not be a waiver of any Party's right to take legal action in the event that the dispute is not cured.

- E. WAIVER. No delay or omission in the exercise of any right or remedy of a nondefaulting Party on any default shall impair such right or remedy or be construed as a waiver. CITY consent or approval of any act by ARTIST requiring CITY consent to or approval of any subsequent act of ARTIST or any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.
- F. RIGHTS AND REMEDIES ARE CUMULATIVE. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.
- G. LEGAL ACTION. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

- H. ATTORNEYS' FEES. In the event of any action for the breach of this Agreement or misrepresentation of any party, the prevailing party shall be entitled to reasonable attorneys' fees, costs and expenses incurred in connection with such action. The parties agree that this provision is a distinct contractual agreement that is severable from the rights and obligations set forth elsewhere in this Agreement, and that this provision shall not merge into any award or other relief based on enforcement or interpretation of this Agreement.
- I. INTEGRATION. This Agreement represents the entire understanding of the CITY and the ARTIST. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement.
- J. AMENDMENT. This Agreement may be amended only by the written mutual consent of the parties.
- K. SEVERABILITY. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of such provision shall remain in full force and effect, and the remainder of this Agreement shall in no way be affected, impaired or invalidated.
- L. FORCE MAJEURE. Except for the CITY's obligations to make payments following the Payment Schedule neither party shall be considered in default in the performance of its obligations hereunder if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, lock-out, epidemic, accident, fire, wind, catastrophic event or flood or because of any law, order, proclamation, regulation or ordinance of any government or of any subdivision thereof or because of any act of God or any other cause beyond the reasonable control of the party affected ("Force Majeure Event"); provided that the affected party shall have used its best efforts to avoid such condition and, provided further, that notice of such Force Majeure Event is given by the affected party to the other within five (5) days of said Force Majeure Event. Should one or both of the parties be prevented from fulfilling their contractual obligations because of a Force Majeure Event lasting continuously for a period of at least six (6) months, the parties shall consult with each other regarding the future implementation of this Agreement. The parties agree to use their best efforts to minimize any delays and/or losses, if any, resulting from such Force Majeure Event.
- M. TRANSFER OF TITLE. Title to the WORK shall pass to the CITY after all fees due to the ARTIST hereunder have been paid by the CITY. From and after the date of Final Acceptance, the CITY shall be responsible at all times for the entire supervision, control and use of the WORK. ARTIST agrees to copyright and title issues referenced in Attachment A.
- N. RISK OF LOSS. Prior to Final Acceptance by the CITY, the risk of loss, damage or destruction of the WORK shall be borne solely by the ARTIST.

Following Final Acceptance, all risk of loss, damage or destruction of the WORK shall pass to the CITY.

- O. GOVERNING LAW. This agreement shall be governed by the laws of the State of California, and the ARTIST specifically reserves all rights in favor of an ARTIST as set forth in California Civil Code Section 980 et seq.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

ARTIST:

BY: _____

TITLE: _____

CITY OF WHITTIER

DATED: _____

STEPHEN W. HELVEY, City Manager

ATTEST:

KATHRYN A. MARSHALL
City Clerk/Treasurer

APPROVED AS TO FORM:

RICHARD D. JONES
City Attorney

Approved by City Council September 28, 2004
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Attachment A

SCOPE OF PROJECT

DESIGN PHASE

- A. SUBMISSION OF PRELIMINARY WORKING DRAWINGS. The ARTIST shall prepare initial WORK drawings (the "Preliminary WORK Drawings") of a proposed design for the WORK. ARTIST will consult with CITY to develop design concept and determine a site for the WORK as specified below in section C. The Preliminary WORK Drawings shall be comprised of drawings and/or models of the underlying concept for the WORK.
- B. FINAL DESIGN DOCUMENTS. Within thirty (30) days after the approval by the CITY of the Preliminary WORK Drawings, the ARTIST shall submit to the CITY final design documents (the "Final Design Documents") based on the approved Preliminary WORK Drawings. The ARTIST is required to WORK with, meet, make changes, and review with the CITY the Final Design Documents for its approval.
1. The Final Design Documents shall be comprised of, among others, refined WORK drawings and/or models of the WORK, material samples, and a projected timeline for fabrication. The final design will include instructions for installation and design for landscaping, if necessary.
 2. The Final Design Documents shall also include a tentative timetable for a "mid-point" physical review by the CITY (the "Mid-Point Review"), as well as specifically enumerated criteria upon which such review, and the CITY's approval thereof, shall be based. These criteria shall take into account the final design of the WORK and, in particular, the specific technical elements of the fabrication process.
 3. The Final Design Documents shall also include a tentative timetable for final completion of fabrication of the WORK. It is acknowledged and agreed that the ARTIST's performance in accordance with the tentative timetable shall be subject to approval by the CITY. The CITY's complying with its obligations hereunder, are that such timetables may be extended for circumstances beyond the ARTIST's control warranting an excusable delay. In the event such circumstances arise, the ARTIST shall promptly inform the CITY in writing, and the parties shall discuss in good faith the reasonableness of such circumstances and whether any modifications of the timetable are warranted. In this regard, a failure by the CITY to complete any review process required of it hereunder in a timely manner shall constitute circumstances warranting an excusable delay.
- C. CONSULTATION WITH CITY. The ARTIST will consult with the CITY in connection with the preparation of the Preliminary WORK Drawings and the Final Design Documents. The CITY will be responsible for scheduling these consultations and the ARTIST will be responsible to attend.

- D. APPROVAL OF FINAL DESIGN DOCUMENTS. The Final Design Documents submitted by the ARTIST shall be subject to the review and approval by the CITY. The CITY's approval of the Final Design Documents shall constitute agreement to the tentative timetables contained therein and an acknowledgment as to the criteria upon which the Mid-Point review shall be based. If the CITY does not accept the Final Design Documents, the CITY shall communicate the reasons for such rejection to the ARTIST and the CITY and the ARTIST shall meet to discuss required modifications or additions. If CITY has neither approved nor rejected the Final Design Documents within sixty (60) days after submission by the ARTIST, such Final Design Documents shall be deemed to be approved by the CITY.
- E. COSTS. The cost of preparing the Preliminary Drawings and the Final Design Documents, including any expenses incurred in connection with preparing or having prepared engineering or other drawings and any travel to a site by the ARTIST shall be the sole responsibility of the ARTIST.

FABRICATION

- A. ACCESS TO WORK IN PROGRESS. During the entire fabrication process, the ARTIST shall provide the CITY with access to the WORK during reasonable business hours for purposes of reviewing the WORK and the ARTIST's progress in the fabrication process.
- B. MID-POINT REVIEW BY CITY. At such time that the fabrication process has advanced to the appropriate stage, the ARTIST shall promptly notify the CITY in writing (the "Review Notice") that the WORK is ready for the Mid-Point Review. The CITY shall conduct such review at the ARTIST's premises and in accordance with the criteria enumerated in the Final Design Documents. The uncompleted WORK shall be deemed to have passed the Mid-Point Review when it is determined that: the WORK meets the criteria enumerated in the Final Design Documents, or to any modifications thereto discussed with and approved by the CITY; and the ARTIST substantially has complied with all other terms of this Agreement. In the event the CITY fails to conduct the Mid-Point Review within ten (10) days after receipt by the CITY of the Review Notice, the WORK shall be deemed to have passed the Mid-Point Review.
- C. PRE-DELIVERY INSPECTION BY CITY. Promptly upon completion of the fabrication of the WORK, the ARTIST shall notify the CITY in writing (the "Completion Notice") that the WORK is ready for inspection by the CITY in order to check the completed WORK for patent and latent defects and for general conformity to the Final Design Documents (the "Pre-Delivery Review"). The WORK shall be deemed to have passed the Pre-Delivery Review when it is determined that: the WORK conforms to the Final Design Documents, or to any modifications thereto discussed with and approved by the CITY; the ARTIST has completed the fabrication process; and the ARTIST has complied with all other terms of this Agreement.

1. When and if the WORK is deemed to have passed the Pre-Delivery Review, the parties shall meet and agree upon a final schedule for delivery and installation of the WORK at the site determined by the CITY (the "Site"), at which installation shall be completed in no more than ten (10) days following the acknowledgment by the CITY that the WORK has passed the Pre-Delivery Review. If the ARTIST has delivered to the CITY the Completion Notice and the CITY fails to conduct the Pre-Delivery Review within thirty (30) days after receipt by the CITY of the Completion Notice, the WORK shall be deemed to have passed the Pre-Delivery Review and the ARTIST shall be authorized to proceed with completion of the WORK.
- D. DELIVERY AND INSTALLATION. The ARTIST shall be solely responsible for delivery of the WORK to the Site and then responsible for overseeing the installation of the WORK at the site with the cooperation with the CITY. Such installation should be carried out in accordance with the Final Design Documents, or any modifications thereto discussed with and approved by the CITY. On the scheduled date, the ARTIST shall be provided free access to the Site and the Site shall be provided to the ARTIST free of obstructions.
- E. FINAL ACCEPTANCE BY CITY. Following the completion of installation of the WORK at the Site, the installed WORK shall be subjected to the CITY's final review and acceptance. The WORK shall be deemed to be finally accepted by the CITY (the "Final Acceptance") when it is determined that: the ARTIST has completed installation of the WORK at the Site; and the ARTIST has complied with all other terms of this Agreement. Upon Final Acceptance the CITY shall notify the ARTIST in writing. In the event the CITY fails to review the installed WORK for Final Acceptance within ten (10) days of completed installation, Final Acceptance of the WORK shall be deemed to have occurred.
1. At the time of Final Acceptance of the WORK, the ARTIST shall deliver to the CITY a written maintenance plan containing recommendations for the appropriate types of treatment to maintain the WORK (the "Maintenance Recommendations").

ALTERATION AND MAINTENANCE

- A. ALTERATION OR MODIFICATION OF WORK. The CITY agrees not to alter, modify or otherwise change the WORK in any way whatsoever without first conferring with the ARTIST and obtaining the prior approval of the ARTIST to the proposed modification of the WORK or its substantial relocation. If any alteration of any kind occurs to the WORK, after Final Acceptance, without ARTIST's written consent, whether intentional or accidental and whether done by the CITY or others, the WORK shall no longer be represented to be the WORK of the ARTIST. ARTIST shall have the right to claim any and all other remedies that are provided for under California law whether by statute or otherwise.
- B. REPAIRS. Major repairs and restorations, which are made during the ARTIST's lifetime to the WORK, shall have the ARTIST's written approval. To the extent practicable, the ARTIST shall be given the opportunity to accomplish such

repairs and restoration at a reasonable fee. Minor repairs may be completed by CITY when deemed necessary. Should the ARTIST unreasonably refuse to approve the repair and/or restoration, the CITY may proceed with said repair and/or restoration, and at the ARTIST's request in writing remove his/her name from the Identifying Plaque.

- C. PLAQUE. The CITY agrees to produce, maintain and display adjacent to the WORK a suitable bronze plaque (the "Identifying Plaque") including the ARTIST's name, title of the WORK and the year created.
- D. MAINTENANCE. The ARTIST is responsible for providing the CITY with the Maintenance Recommendations at the Final Acceptance. The CITY shall be responsible for the proper cleaning, maintenance and protection of the WORK in its possession, or if on loan or otherwise exhibited.

ARTIST WARRANTIES

- A. TITLE. The ARTIST warrants that the design of the WORK is the original product of creative efforts by the ARTIST, and that the WORK will be installed free and clear of any liens, claims or encumbrances from any source whatsoever.
- B. UNIQUENESS. The ARTIST further warrants that he shall not execute another public WORK of the same design, dimension and materials as the work commissioned pursuant to this Agreement within fifty miles of CITY.
- C. GENERAL. All designs, sketches, models or other WORK identified, as products in the depiction of the WORK shall be available to the CITY. Except as expressly provided in this Agreement, ARTIST shall retain copyright and all other rights in and to the WORK except ownership and possession.
- D. DISPLAY. The ARTIST gives the CITY the exclusive right to display the WORK in connection with the project. This includes the display of WORK drawings and/or photos of the WORK in progress or completed WORK on the CITY's website or publications.
- E. REPRODUCTIONS. The ARTIST authorizes the CITY to make, and to authorize the making of, photographs and other two-dimensional reproductions of the WORK for use on materials designed to promote the CITY and its services or to attract customers to any of its services or for any non-commercial purposes. On any and all such reproductions, the CITY shall place a copyright notice in the form and manner required to protect the copyright in the WORK under the applicable copyright law.
- F. ARTIST'S CREDIT. The CITY agrees that, unless the ARTIST specifically requests the contrary in writing, all references to the WORK and all reproductions of the WORK shall credit the WORK of the ARTIST.
- G. USE OF CITY'S NAME. The ARTIST shall credit the CITY as the commissioning body for the WORK in connection with exhibitions, displays, advertising, trade, and editorial uses concerning the ARTIST.

- H. REPUTATION. The CITY shall not use the WORK or the ARTIST's name in a way which reflects discredit on the WORK or on the name of the ARTIST or on the reputation of the ARTIST as an artist. The ARTIST shall not make references to the WORK or reproduce the WORK, or any portion thereof, in a way which reflects discredit on the CITY or on the WORK.

ATTACHMENT B

PROPOSED TIMELINE FOR COMPLETION

<u>Item</u>	Date
1. Art in Public Places presented with proposed agreement; recommends approval	June 24, 2002
2. Cultural Arts Commission recommends Agreement to the City Council.	June 24, 2002
3. Agreement to go to City Council for approval	July 16, 2002
4. ARTIST to begin work on Preliminary Working Drawings. ARTIST shall meet with Art in Public Places Committee to discuss the design concept and to select the Site.	July 17, 2002
5. ARTIST to submit Preliminary Working Drawings.	October 22, 2002
6. CITY to review Preliminary Working Drawings; if approved ARTIST shall prepare Final Design Documents.	November 13, 2002
7. Art in Public Places Advisory Committee will select Site.	
8. ARTIST to submit Final Design Documents within 30 days of the approval of the Preliminary WORK Drawings (Final Design Documents will include ARTIST's timeline for Mid-Point Review and completed fabrication date).	December 12, 2002
9. CITY to approve or reject Final Design Documents within 60 days; if approved ARTIST may proceed and may submit invoice for first payment installation.	February 10, 2003
10. ARTIST to submit Review Notice for Mid-Point Review.	To Be Determined based on timeline submitted with Final Design Documents
11. CITY to conduct Mid-Point Review and approve or reject the WORK within 10 days of receipt of Review Notice from ARTIST; if approved ARTIST may proceed and may	To Be Determined

- submit invoice for second payment installation.
12. ARTIST to submit Completion Notice for Pre-Delivery Review. To Be Determined
 13. CITY to conduct Pre-Delivery Review and approve or reject the WORK within 30 days of receipt of Completion Notice from ARTIST; if approved ARTIST may proceed with completion of Work and may submit invoice for third payment installation. To Be Determined
 14. ARTIST to schedule date for installation. Installation must be completed within 10 days of CITY approval of Pre-Delivery Review. To Be Determined
 15. CITY to approve or reject installed work for Final Acceptance within 10 days of completed installation; if approved ARTIST may submit invoice for fourth and final payment installation. ARTIST must also submit maintenance instructions to CITY at this point. June 24, 2003

SAMPLE RFQ #1: The following Request for Qualifications (RFQ) is being recommended to City Council. With its authorization it will be disseminated in order to establish a qualified pool of artists to be used for future Art in Public Places projects.

REQUEST FOR QUALIFICATIONS

The City of Whittier Art in Public Places Advisory Committee is looking to select a pool of qualified artists to be considered for future City of Whittier Art in Public Places projects.

The Art in Public Places program is designed to present the community with a variety of artwork styles and themes, all of the highest possible quality.

This competition is open to all experienced professional public artists. Previous experience in the creation of a project for a city or local agency is desirable but not required.

SUBMISSION REQUIREMENTS

Please submit the following as part of your application.

- I. A brief typed narrative which indicates your interest in and qualifications for projects done in Whittier, including the following (please prepare thirteen (13) stapled copies):
 - A. Descriptions of any successfully completed, similar public works projects
 - B. Previous experience working with architects, landscape architects, engineers and/or other design consultants in a collaborative manner
 - C. Experience in public coordination or participation in design workshops
- II. Professional résumé (please prepare thirteen (13) stapled copies).
- III. Up to 20 slides of past relevant work. All slides must be carefully numbered and labeled and must be accompanied by an annotated list which corresponds to the submitted slides. The list must include artist's name, dimensions, materials, location and date of completion of artwork. In the case of collaborative work, please list partners and precisely describe the nature and effect of the collaboration. Photographs of artwork may also be provided on disk or CD ready to be viewed. Each picture file must be named with the title of the artwork.
- IV. Any other material such as catalogues, videotapes, photographs, etc. which might aid the selection committee with the understanding of your work. All additional materials must be clearly labeled. Please provide one (1) copy each. Models, drawings, and other illustrated or written proposals are not expected at this time, nor will any be accepted.

NO PROPOSALS ARE REQUIRED AT THIS TIME.

- V. References. Please include names, addresses and phone numbers of three professional references.
- VI. Self addressed stamped envelope for the return of slides and other materials.

INCOMPLETE AND/OR LATE PACKETS WILL BE RETURNED.

SUBMISSION DEADLINE

Please submit the material listed above to the Community Services Department by Friday, July 30, 2004. Material should be mailed or hand delivered to:

Fran Shields
Director of Community Services
City of Whittier
13230 Penn Street
Whittier, CA 90602

For more information, please contact the Community Services Department at (562) 464-3360.

Deaccessioning

Deaccessioning

Artwork may be considered for deaccessioning from the City's art collection if one or more of the following apply:

- The site for the artwork had become inappropriate due to the site no longer being accessible to the public or the site is to be destroyed or altered in a significant way.
- The artwork is found to be fraudulent or not authentic.
- The artwork possesses faults of design or workmanship.
- The artwork causes excessive or unreasonable maintenance.
- The artwork represents a physical threat to public safety.
- A suitable place for display of the artwork no longer exists.
- A written request for deaccessioning had been received from the artist.