

TOWN OF SUPERIOR
CALL FOR ENTRIES
PUBLIC ART PROJECT FOR ROUNDABOUT AT MCCASLIN BOULEVARD
AND MAIN STREET

Call To Artists

The Town of Superior, Colorado, and the Superior Cultural Arts and Public Spaces (CAPS) Committee announce a major public art competition for professional artists. Applicants must be U.S. citizens or permanent U.S. residents at least 18 years of age.

Focus

The Town has a strategic location in southeast Boulder County, which positions it as “The Gateway to Boulder Valley®”, and provides for opportunities to live, work and play through a diverse mix of businesses, residential neighborhoods and convenient regional recreational possibilities. The Town has a rich agricultural and mining history with early inhabitants of the Town dating back to the late 1800’s. The Town reportedly was named after the “superior” quality of the coal found in the area.

Superior is also a growing, vibrant, and progressive community focused on the future. Superior’s vision represents its long-term values and aspirations for a community-oriented small town that is accessible, pedestrian and bicycle friendly, safe, and attractive. Superior prides itself on its unique local character and high architectural standards while its mountain views, open space, parks, trails and wildlife offer residents a variety of outdoor experiences. In addition to the respect for nature, Superior hosts outdoor competitions and events, including open-air festivals, and running and cycling challenges. In concert with its vision, the Town seeks to advance its artistic footprint by offering opportunities to create art for public experience.

Artwork Safety and Durability Requirements

- The artwork should be designed “in the round” and be equally intriguing from all angles.
- The artwork must improve and not detract from the safety of the site.
- The artwork must not create a disorienting situation or cause a distraction for drivers.
- The artwork should be scaled to the attention of approaching drivers, but should not be so detailed that it requires up-close or extended inspection for appreciation.
- The artwork must be fabricated in durable, permanent, outdoor media that is safe, easily maintained, and proven its viability in public installations.
- The artwork must be able to withstand deep snowfall and high winds.
- The artwork must be constructed to reasonably discourage or deter theft and vandalism.
- The artwork must be suitable for public viewing by all ages.

For additional information regarding the roundabout, please refer to:

www.superiorcolorado.gov/home/showdocument?id=5990

Submission Requirements

Interested artists or artist teams must submit eight paper copies of the following:

- Contact information verifying the satisfactory completion of at least one public art project.
- Contact information for two professional references.
- Artist statement, not exceeding one page, addressing the conceptual approach to the project.
- Conceptual design drawings including information about the actual dimensions of the artwork and placement in the roundabout.
- Estimated project budget, including projected cost of installation.
- Timeframe in which the artist would be able to complete the work from award of contract to installation.
- Description of materials to be used and their durability.
- Explanation of maintenance requirements and estimated maintenance expense.
- Current resume, not to exceed two pages for each artist.

In addition, the applicants must submit the following:

- Ten digital images in high resolution JPEG format of relevant, recently completed artwork, via Dropbox or on a flash drive.
- Image list identifying images by number, including title, media, completion date, dimensions (HxWxD), and a brief description of the work.

NOTE: Do not staple or bind any of the materials.

Application materials will not be returned.

Project Budget

The budget for this project is \$200,000. The selected artist or artist team will be responsible for the design, fabrication, and shipment to the site and assist with the installation of the artwork. The available budget must cover all of the above, including without limitation artist fees, taxes, insurance, materials, tools, travel, project photography and documentation, expense contingency and any other associated costs. Installation and base foundation costs will be covered by the Town.

Selection Process

The CAPS Committee will select up to three finalists for the project. All finalists will be required to develop additional presentation materials and a maquette, and travel to Superior to complete an oral presentation. The maquette should be unsigned and up to two feet high. The Town will reimburse the artist for actual costs for creation of the maquette, up to \$500. The Town will also reimburse the finalists for reasonable travel expenses to travel to Superior for an oral presentation, up to \$1,000. Receipts must be provided for reimbursement.

The selection criteria are as follows:

- Proposed artwork exhibits artistic merit, quality, and innovative design.
- Proposed artwork is appropriate to the site in size and materials.
- Proposed artwork meets all requirements of this Call for Entries.
- Safety of proposed artwork is approved by the Town's Public Works Department.

The CAPS Committee will make a recommendation to the Town's Board of Trustees. The Board of Trustees will make the final selection of the artwork.

The selected artist(s) must execute the Town's Art Installation Agreement, a copy of which has been included in this Call for Entries.

Application Deadline

Submittals must be received by October 2, 2017, at 4:00 pm (MST). Late applications will not be considered. Mail or hand-deliver applications to:

Town of Superior
Attn: Katie Rummel
124 E. Coal Creek Dr.
Superior, CO, 80027

Timeline

October 2, 2017	Submittal deadline
November 15, 2017	Finalists notified
December 4, 2017	Oral presentation by finalists at Town Hall
December 7, 2017	CAPS Committee recommendation to Board of Trustees
December 11, 2017	Final selection by Board of Trustees
By December 31, 2017	Execution of Art Installation Agreement
October 1, 2018	Deadline for installation

Additional Information

For additional information on this project, please contact Katie Rummel at (303) 499-3675, ext. 167, or email at: katie@superiorcolorado.gov.

SAMPLE - ART INSTALLATION AGREEMENT

THIS ART INSTALLATION AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2017 (the "Effective Date"), by and between the Town of Superior, a Colorado municipal corporation with an address of 124 East Coal Creek Drive, Superior, Colorado 80027 (the "Town"), and _____, an independent contractor with an address of _____, ("Artist") (each individually a "Party" and collectively the "Parties").

WHEREAS, the Town owns the real property more particularly described and depicted in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Premises"); and

WHEREAS, the Town wishes to purchase Artist's artwork for installation on the Premises.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION I – INSTALLATION

A. Artist shall complete the creation, fabrication and installation of the artwork described in **Exhibit B**, attached hereto and incorporated herein by this reference (the "Art") on or before _____, (the "Installation Date"). Artist shall perform all services and furnish all supplies, material and equipment as necessary for the creation, fabrication and installation of the Art. The installation shall comply with this Agreement and applicable law.

B. Prior to installation, Artist shall provide the Town with a site plan showing the exact location(s) of the Art on the Premises.

C. Artist shall be respectful of adjacent property owners, businesses and spectators wishing to observe the fabrication and installation of the Art. The Town will provide Artist with a description of site conditions, time of day that installation may commence and finish and any special requirements to assist Artist in respecting neighboring property owners.

D. Delivery of materials and equipment shall comply with applicable Town regulations. Artist is responsible for scheduling deliveries with the Town. Permission to drive vehicles onto pedestrian walkways for the purpose of delivery of materials or equipment must be obtained from the Town at least 72 in advance of the scheduled delivery.

E. Artist shall make no alterations, additions or improvements in or to the Premises, other than the installation of the Art, without the Town's prior written consent. Any authorized alterations shall be performed in a good and workmanlike manner.

F. The Town shall be responsible for the lighting of the Art. Artist will work cooperatively with the contractor selected by the Town to complete the lighting.

SECTION II – COMPENSATION

A. The Town shall pay Artist a total fee of \$_____ for the installation of the Art in compliance with this Agreement. The fee shall constitute full compensation for all services and materials to be performed and furnished by Artist under this Agreement, including all costs relating to delivery.

B. The fee shall be paid as follows: 50% upon the Effective Date and 50% upon the Town's acceptance of the Art. The Town shall determine acceptance within 10 days of Artist's notice to the Town that the installation is complete.

C. If the installation of the Art is not completed by the Installation Date, as may be extended by the Parties, Artist shall incur a penalty of 15% of the balance still remaining due to Artist, for each day.

SECTION III – WARRANTIES

A. Artist warrants to the Town that Artist has created the Art and possesses unencumbered title to the Art and the Art has not been offered or accepted for sale elsewhere.

B. Artist guarantees all parts and workmanship for the Art for 3 years following the Effective Date and during that time, Artist shall replace any defective parts or rework any defective craftsmanship in a timely fashion at no cost to the Town.

SECTION IV – MAINTENANCE AND CHANGES

A. While Artist should design the Art to be relatively maintenance-free, the Town shall be responsible for maintenance of the Art, including periodic cleaning as necessary to remove the buildup of dust and dirt. Notwithstanding the foregoing, **the Town shall not be liable for degradation caused by normal wear and tear, vandalism, theft, damage by motor vehicles and weathering.**

B. The Town shall not intentionally alter, modify or damage the Art without the prior consent of Artist, except when necessary to protect the public health, safety or welfare.

C. The Town shall notify Artist of any proposed significant alteration of the property on which the Art is installed if, in the Town's reasonable discretion, such alteration would affect the intended character and appearance of the Art.

D. Artist shall notify the Town of any changes in Artist's contact information as shown in the Notice section below. If a failure to do so prevents the Town from locating Artist, such failure shall be deemed a waiver by Artist of the right to enforce any provision of this Agreement requiring the approval of Artist.

SECTION V – INSURANCE AND INDEMNIFICATION

A. The Town and Artist stipulate and agree that the value of the Art is \$_____. The Town shall insure the Art against loss or damage to the Art itself, but only up to that stipulated value. The Town shall not, however, insure Artist against any third-party claims arising out of or connected with

the Art or Artist's activities under this Agreement – any such insurance shall be the sole responsibility of Artist.

B. Artist hereby indemnifies and holds harmless the Town, its officers, agents and representatives from any claim by any third party for injury, loss or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the Art or Artist's activities pursuant to this Agreement.

SECTION VI – REPRODUCTION RIGHTS

A. Artist reserves all rights to the reproduction of the Art except that Artist grants to the Town an irrevocable license to make photographic reproductions of the Art without compensation to Artist, provided that these rights are exercised in a tasteful and professional manner, and Artist is duly credited. All reproductions by the Town shall contain a credit to Artist and a copyright notice substantially in the following form: "Copyright, _____", with the date of publication.

B. The Town is not responsible for any third-party copyright infringement or for protecting the intellectual property rights of Artist. Artist holds the Town and its officers, employees, representatives and agents harmless from any claim of copyright infringement pertaining to the Art.

C. Artist shall use Artist's best efforts to give a credit reading substantially as "an original work commissioned by the Town of Superior" in any public showing under Artist's control of photographic and video reproductions of the Art.

SECTION VII - MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. Independent Contractor. Artist is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Artist to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Artist for all purposes. Artist shall make no representation that it is a Town employee for any purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF SUPERIOR, COLORADO

Clint Folsom, Mayor

ATTEST:

Phyllis L. Hardin, Town Clerk

ARTIST:

STATE OF _____)

) ss.

COUNTY OF _____)

Subscribed to and affirmed before me by _____, this ____ day of _____, 2017.

(SEAL)

Notary Public

My commission expires:

EXHIBIT A
PREMISES

EXHIBIT B
ART