

## STAFF REPORT

**DATE:** October 5, 2010

**TO:** City Council

**FROM:** Elvia Ayala-Garcia, Community Services Director  
Christine Helweg, Community Services Superintendent  
Carrie Dyer, Community Services Supervisor

**SUBJECT:** Art Selection for East Area Water Tank

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### **Recommendation**

Approve the Civic Art Commission recommendation for the selected art for the East Area Water tank project.

### **Fiscal Impact**

The allocated amount for the aesthetics of the East Area Tank will not exceed \$75,000. The funding is available through the I-Bank Low Interest loan funds, which are being used for the construction of the water tank. The project must be completed by September 30, 2011 in order to use the I-Bank loan funding.

A draft contract is attached with final details to be negotiated with the artist.

### **Council Goals**

- Develop Davis as a visitor destination.
- Maintain esthetically pleasing infrastructure.

### **Background and Analysis**

The City of Davis is constructing a four-million gallon water tank at 44085 County Road 32A. The East Area Tank is similar in materials and dimensions to the West Area Tank north of Sutter Hospital. It will be a concrete reservoir approximately 135 feet in diameter and 32 feet high (with an additional 10 feet buried). The site also will have a separate structure that houses the pumps and electrical system.

The City Council directed staff to present the tank project to the Civic Arts Commission which occurred in February and March 2010 and resulted in the Commission selecting a monotone, neutral color for both the tank and the pump house without the “rolling hill” design. The monotone color will provide a neutral background color for the selected artist to use as a base coat.

The following timeline was then approved to meet the deadline of September 2011.

August 20, 2010	Deadline for the response to RFP by 5:00 p.m.
August 31, 2010	Finalists notified by this date
September 6, 2010	Interviews held with finalists during this week

September 13, 2010	Panel decision to go before Civic Art Commission
October 5, 2010	City Council takes final action on decision
October 2010	Selected artist notified by end of the month
November 2010	Anticipated execution of contract
September 30, 2011	Completion of project

A panel consisting of two Civic Art Commissioners, a City Engineer, a City Principal Planner and the Director of Yoloarts met on August 27 to review the 13 submissions received. The panel chose five finalists and held individual interviews with each on September 10.

The five finalist proposals included four mural type proposals and one ceramic/mural porthole design. The panel used a rating system that included the following criteria:

- REPRESENTATIVE OF DAVIS: Art reflects Davis in imagery and concept. Goes beyond the stereotypes of Davis.
- COMPLETE BUDGET/TIMELINE: Budget is complete and timeline realistically meets the deadline of September 2011.
- DRIVE BY VISUAL INTEREST: The project will enhance the water tank and provide visual interest to those driving by on I-80 as well as exiting the freeway at Mace Blvd.
- UP CLOSE VISUAL INTEREST: When viewing up close, the project is interesting and appealing, encouraging people to get closer for viewing.
- MAINTENANCE/LONG TERM: Required maintenance is minimal and the project will remain in good condition for the long term.
- COMMERCIAL EXPERIENCE: The artist or group of artists have demonstrated past experience with large scale commercial work.
- ARTISTIC MERIT: Proposal demonstrates artistic excellence, conceptual ideas, expression and execution.
- PROFESSIONAL ABILITY: Artist’s professional philosophy, understanding of public art, artistic background, education, experience, exhibitions, etc.

Ultimately, the panel selected the team of Sofia Lacin and Hennessey Christophel for their concept of “The Same Sun”. (Attachment A)

The panel’s selection was presented to the Civic Art Commission at their meeting on September 13, 2010. The following action was taken:

Action: Commissioner Engoron moved and Commissioner Stone seconded approval of the panel’s selection for the proposed art for the East Area Water Tank and recommending the selection to City Council. Motion passed unanimously.

**Attachment**

- A. “The Same Sun” proposal
- B. Resolution
- C. Draft Contract

## “The Same Sun”

*This project is a collaboration between artists and the sun.*

### Description of Project

We propose creating an installation that evokes the feeling of the local landscape through a painted image and shadows. It will be made up of two major components: a painted mural on the surface of the tank, and several sculptural pieces mounted to the top of the tank which cast shadows that complete the design. The painting consists of earthy abstract color fields with shadowy shapes and a Latin phrase that is completed with the sculptures' shadow. The structures on the top of the tank are a series of horizontal aluminum and stainless steel sculptures that will reach out 10 to 16 feet over the sides of the tank. These shadow structures are crafted into tree-like shapes that cast organic looking shadows onto the painting to create a natural feeling environment. Nestled in these organic sculptural shapes are letters. When the sun reaches certain angles in the sky, the shadows cast on the tank that will complete the Latin phrase that is partially painted on the surface.

“Sol Omnibus Lucet”, or “The Sun Shines Upon Us All” is a Latin phrase that embodies our message, and reflects the surrounding community. It captures timeless wisdom in a few words that embody a simple truth. This phrase connotes a connectedness that relates to the local awareness of the environment, focus on sustainability, and importance of education. The motto of the UC system ‘let there be light’ pronounces light as knowledge and truth. Accessible education, and building a global community through education is at the core of the University and the greater City of Davis.

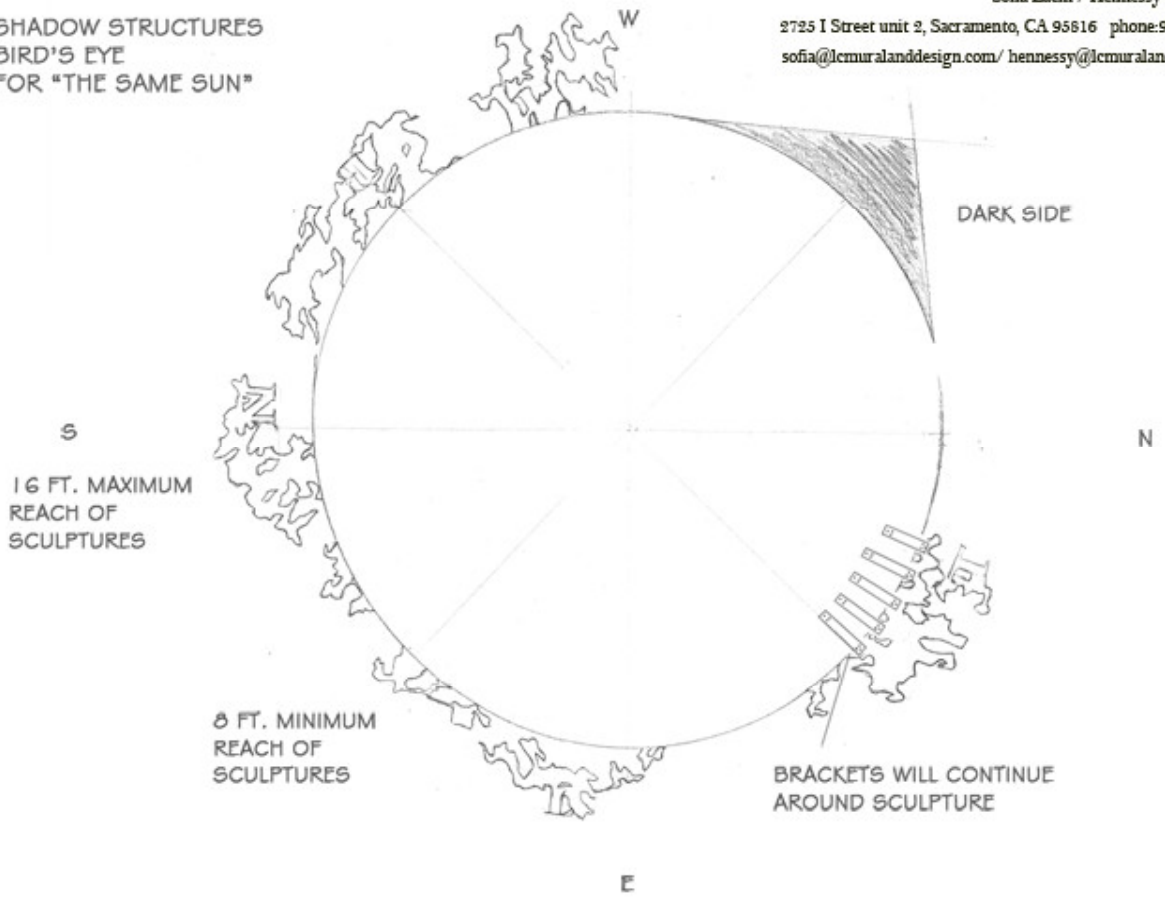
The sun takes the design through periods of undone, done, abstraction, representation, and a moment of clarity, a discovery. The images the sun creates document the distinct cycle of a day, and the slow shifting cycle of the sun's rays through the course of a year. The cycle of the sun can be a metaphor for any of life's cycles, the natural flow of things coming together, going apart, and coming together again.

“The Sun Shines Upon Us All” reflects the same partnership between nature and design exhibited by the newer developments in Davis. Buildings like the Mondavi Center, the Research and Teaching Winery, and the August A. Busch III Brewing and Food Science Laboratory, all fit beautifully into their surroundings with a sophisticated balance between modern and familiar, visually drawing on the landscape for inspiration. Our goal is to achieve a similar balance and in doing so, soften the coldness of the tank and make it look like a natural fit with its environment.

We use a pallet of colors derived from the natural environment in Davis. Nature and agriculture is an important part of Davis' identity, and it's all dependent on water and the sun. Wrapping this image around the water tank is an homage to water and the land it nourishes; using the sun to complete this artwork tells the rest of the story in an unexpected way.

SHADOW STRUCTURES  
BIRD'S EYE  
FOR "THE SAME SUN"

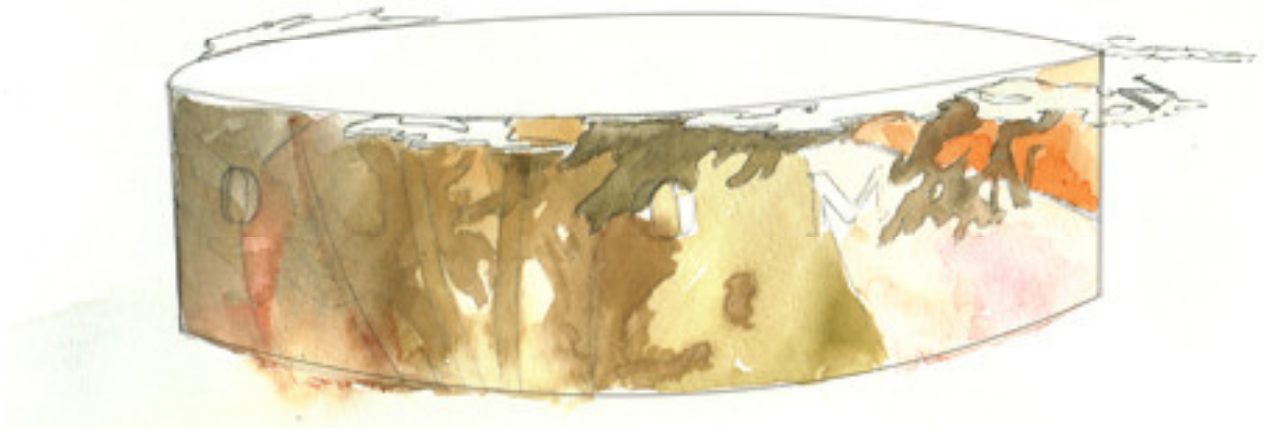
Sofia Lacin / Hennessy Christophel  
2725 I Street unit 2, Sacramento, CA 95816 phone:916.442.7467  
sofia@lcmuralanddesign.com/ hennessy@lcmuralanddesign.com



SIDE VIEW OF SCULPTURES  
FOR "THE SAME SUN"

Sofia Lacin / Hennessy Christophel  
2725 I Street unit 2, Sacramento, CA 95816  
916.442.7467

sofia@lcmuralanddesign.com/ hennessy@lcmuralanddesign.com



Sofia Lacin / Hennessy Christophel  
2725 I Street atp 2, Sacramento, CA 95816  
916.442.7467  
sofia@lcmuralanddesign.com/ hennessy@lcmuralanddesign.com



**RESOLUTION 10-XXX, SERIES 2010**

**RESOLUTION APPROVING AWARD OF THE EAST AREA WATER TANK ART  
COMPETITION AND AUTHORIZING THE CITY MANAGER TO ENTER INTO  
CONTRACT WITH SOFIA LACIN AND HENNESSY CHRISTOPHEL FOR  
'THE SAME SUN'**

WHEREAS, the City of Davis sent out a Request for Proposals for art on the East Area Water Tank for project proposals not to exceed \$75,000 with a completion date of September 2011; and

WHEREAS, the City of Davis sought an artist or collaborative team to design and fabricate art work to enhance the new four million gallon water tank with an engaging work of art that will greet people as they enter Davis off the freeway and that can viewed while driving on I-80; and

WHEREAS, the Davis Civic Arts Commission, after a inclusive process, has recommended the art piece 'The Same Sun' by Sofia Lacin and Hennessy Christophel.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davis that the 'The Same Sun' be acquired into the City of Davis Public Art Inventory; and

BE IT FURTHER RESOLVED that the art will be located on the East Area Water Tank; and

BE IT FURTHER RESOLVED that the City Council authorizes the City Manager to enter into a contract with Sofia Lacin and Hennessy Christophel for the creation of the art work.

PASSED AND ADOPTED by the City Council of the City of Davis this 5th day of October, 2010 by the following vote:

AYES:

NOES:

Don Saylor  
Mayor

ATTEST:

Zoe S. Mirabile, CMC  
City Clerk

CITY OF DAVIS, CONTRACT TO PURCHASE ARTWORK

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CONTRACT TO PURCHASE ARTWORK

This Agreement is made as of \_\_ , by and between the City of Davis, a municipal corporation ("City"), and \_\_\_\_\_, ("Artist"), who agree as follows:

WHEREAS, City is implementing an Art in Public Places program, allocating certain public funds for the establishment of artworks in public places and for the purchase or commissioning of artworks and;

WHEREAS, funds have been allocated for the selection, purchase and placement of artwork for \_ (hereinafter referred to as "Project").

NOW, THEREFORE, the parties mutually agree as follows:

Section 1. Scope of Services. Subject to the terms and conditions set forth in this Agreement, Artist shall:

(a) Purchase on Artist's account all labor, supplies, materials and equipment required to furnish to the City a \_\_ (hereinafter referred to as the "Work"), and fabricate, deliver and install to the satisfaction of City the Work, substantially as described in Artist's proposal, a true and correct copy of which is attached hereto as Exhibit A and incorporated herein.

(b) Install to the satisfaction of the City the Work at \_\_ substantially in the manner described in Exhibit A and in the Specifications of Work, attached hereto as Exhibit B and incorporated herein.

(c) The Work shall be placed, located and installed substantially as described in the Program attached hereto as Exhibit C and incorporated herein.

(d) Provide City with a complete and reasonable schedule, as outlined in Exhibit B, for the maintenance of the installed Work subsequent to its acceptance by City.

The specifications and details contained in the aforementioned exhibits are of the essence to this Agreement.

Section 2. Price and Payment Schedule. City shall pay Artist a firm fixed price of

§ It is agreed that City has no obligations regarding commissions or any agreements with galleries or agents with whom Artist may have contracted. City shall not be responsible for paying sales tax. Payments to Artist will be made as follows:

(a) At the execution of this Agreement: \$

(b) At the time of Phase I of the Work as defined in Exhibit B is completed to the satisfaction of City: \$

(c) At the time the Work is completed and installed to the satisfaction of City, City shall so certify and \$\_\_ (final payment) shall be paid no later than the 35th day after said certification. No payment shall be made if Artist is in default of this Agreement. City shall be the sole determiner of when the work has been completed during its various phases.

Section 3. Time of Performance. Artist shall dedicate such time and effort as is necessary to fulfill Artist's obligations to completely finish and install the Work pursuant to the Agreement on or before \_\_. Artist installation period shall not exceed 5 days. Time and strict punctual performance are of the essence of this Agreement.

Section 4. Extensions of Time. Upon a written request from Artist stating the reasons for the request, the City Manager may, for good cause, grant an extension of time to complete performance under this Agreement. Artist will be granted a reasonable extension of time, not to exceed 180 days for delays which result through causes beyond the control of the Artist and which the Artist could not have provided against by the exercise of care, prudence, foresight and diligence. Unavoidable delays shall be those caused by acts of God, fire, flood, strikes or the acts of the City or its employees and/or a disabling illness preventing progress of the work.

Section 5. Restoration of Project Site. Artist agrees and warrants that, within 30 days after the date specified in paragraph 3 for completion of the project, Artist shall restore the project site (including the entire area affected by the fabrication and installation of the project) to a state and condition that is substantially identical to that which existed when the project was begun. Artist further agrees and warrants that, within the period specified above, Artist shall repair or replace, as is determined necessary by City, all property (real, personal or otherwise), which has been damaged, injured or otherwise adversely affected by the acts or omissions of Artist, Artist's agents, contractors, or employees. Artist shall be solely responsible for all expenses and costs which may be necessary to comply with the requirements of this paragraph, and City shall have no responsibility or liability therefore.

Section 6. Warranty of Originality. Artist warrants that the performance, design and Work being purchased is original and the product of Artist's own creative efforts and does not infringe the right of any persons. Artist also warrants that, unless otherwise stipulated in writing and attached hereto, the Work is original, that it is an edition of one (1), and that Artist shall not sell, license, perform or reproduce a substantially identical copy of the Work without the prior consent of City.

Section 7. Warranty on Workmanship. Artist shall warrant and maintain the Work free from all faults or defects arising from material and workmanship for a period of one year after installation.

Section 8. Compliance With Applicable Law. Artist agrees to fabricate and install the Work in conformance with all applicable laws.

Section 9. Nondiscrimination. No discrimination shall be made in the employment of persons under this Agreement because of race, color, national origin, ancestry, religion, sex, or sexual orientation of such persons. The contents of Exhibit D are hereby incorporated and made a part of this Agreement.

Section 10. Prohibition Against Assignment. Artist shall not assign any portion of the Work required pursuant to this Agreement without first obtaining the written consent of the City, which consent may be withheld in the sole discretion of the City.

Section 11. Title to Work; Risk of Loss. Regardless of any payment City may make to Artist prior to the completion of the Work, title to the Work shall be in Artist's possession until City certifies that the Work is completed and installed to the satisfaction of City. When City has so certified, title shall transfer to City. Artist shall bear all risk of loss to the Work during the time Artist has title.

Section 12. Life and Accidental Dismemberment Insurance. In the event City desires to do so, Artist shall cooperate with City to obtain life and accidental dismemberment insurance on Artist naming City as beneficiary to the extent required to protect City's interest in any payments made prior to completion of the Work. Any premiums for such insurance shall be paid by City.

Section 13. Impossibility of Completion. In the event it shall become impossible for artist to complete the Work because of illness, death or injury, this Agreement may be terminated at the sole discretion of City, and, in such event, all completed work, materials, and supplies related to the Work shall be delivered to City and shall, along with the Exhibit A proposal, become City's sole property. In the event of such termination, City may take such action it deems appropriate under the circumstances, including, without limiting the generality of the foregoing, commissioning another artist to complete work. In the event that City completes the Work or arranges to have it completed, Artist's name shall be publicly displayed at, on or near the Work. In the event of any such termination, as mentioned in this paragraph, City shall have no obligation to make any additional or further payment to Artist, and Artist shall have no further or additional claim against City with respect to the Work or such portion thereof as may be completed, or Exhibit A, or with respect to any matter whatsoever pertaining to, affected by or embodied in this Agreement.

Section 14. Acceptance of Work. City agrees to accept the completed Work unless it can show:

(a) That the Work was not executed substantially in Accordance with Exhibits A, B or C or

(b) That the Work as completed, or any portion thereof, does not conform to a reasonable standard of artistic or technical quality. In the event that City refuses to accept the Work on the grounds stated in this subparagraph (b), and the Artist disputes City's refusal, the matter will be submitted to the Arbitration Service of California Lawyers for the Arts for determination, and such determination shall be binding upon City and Artist and neither shall have any further recourse or cause of action regarding the matters so determined. In the event City refuses to accept the Work according to the provisions of this paragraph, it must notify Artist in writing specifying the reasons for such refusal within ten (10) days of tender of the Work for acceptance by Artist. No prior payment to Artist shall be deemed to waive the right of City to refuse to accept Work.

(c) In the event the refusal of City to accept the Work is either accepted by artist or determined to be correct according to subparagraph (b) above, City shall have the right either to have Artist correct the deficiencies in the Work within a reasonable time and then accept the Work, or to terminate this Agreement and recover all sums previously paid to the Artist. Each such remedy shall not be exclusive nor shall it be deemed an election of such remedy to the exclusion of any other or further remedy.

Section 15. Alteration of Work. Pursuant to the provisions of the California Art Preservation Act, California Civil Code section 987 et seq., City agrees that it will not intentionally destroy, damage, alter, modify or change the Work in any way. If an alteration should occur, either intentionally or unintentionally, then the Work will no longer be represented as the work of the Artist without his/her written permission. City agrees to reasonably assure that the Work is properly preserved, maintained and protected. City shall, however, have the right to move or relocate the Work or remove it from display without the consent of the artist.

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Artist

Section 16. Repair. Insofar as is practical, in the event repair of the Work is required, City shall give Artist, during his or her lifetime, the opportunity to do that work for a reasonable fee. In the case of disagreement between City and Artist as to what constitutes a reasonable fee, the fee determined by an independent conservator selected by City shall be considered a reasonable fee. In the event Artist refuses to make the repair for such fee, City may proceed to arrange for such repair by a person qualified to accomplish the restoration. When emergency repairs are necessary in order to prevent the loss of or further damage to the Work, such repairs shall be undertaken or arranged by City without advance notice to Artist, and such repairs shall not be deemed to constitute an artistic alteration.

Section 17. Authorship of Work. Artist shall retain the right to claim authorship of the Work. City shall assure that Artist's name shall be publicly displayed on, at, or near the Work. In the event the Work is substantially damaged or artistically altered in a substantial manner, City shall no longer represent the Work to be the Work of Artist if Artist gives written notice to

City that it is the position of Artist that Artist has the right to deny authorship on the grounds stated in this paragraph. In the event City disputes the right of Artist to deny authorship, the matter shall be submitted to the Arbitration Service of California Lawyers for the Arts which shall determine the issue of whether the Work is substantially damaged or artistically altered in a substantial manner. Such determination shall be binding upon City and Artist and neither shall have any further recourse or cause of action regarding the matters so determined.

Section 18. Artist's Payments to Employees and Suppliers.

(a) In the event Artist hires or contracts with employees or materialmen (suppliers of materials), Artist shall make payment to said employees or materialmen out of the payment made to Artist by City for completion of the phase of work for which said employees or materialmen provided labor or materials, as set forth and described in paragraph 2 of this Agreement.

(b) Before payment to Artist may be made, pursuant to paragraph 2 of this Agreement, for completion of a phase of work as therein described, Artist shall demonstrate to the satisfaction of City that all employees or materialmen who provided labor or materials for the prior phase of construction have been paid.

(c) In the case of underpayment of wages and other amounts due employees or materialmen hired by or contracted with Artist for this Work, City may withhold from Artist out of payments due, or to become due, a sum sufficient to pay such persons the difference between the wages or amounts required to be paid pursuant to their agreement with Artist and the wages or amounts actually paid such persons by Artist.

Section 19. Indemnification. Artist shall assume the defense of, and indemnify and save harmless, City, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses and expenses of every type and description to which any or all of them may be subjected, by reason of, or resulting from, directly or indirectly, the performance of this Agreement by Artist, whether within or without of the scope of this Agreement, whether or not it is caused in part by a party indemnified hereunder. The foregoing shall include, but not be limited to, any attorney fees reasonably incurred by City. The obligation to defend and indemnify the City shall terminate upon acceptance of the piece by the City, pursuant to Section 14 of this agreement.

Section 20. Artist's Insurance. During the term of this Agreement, and until certification that the Work is completed and installed to the satisfaction of City and final payment is made, Artist shall maintain in full force and effect at Artist's own cost and expense the following insurance coverage:

(a) Artist and Artist's contractors or subcontractors shall maintain in full force and effect at their own cost, full worker's compensation and employer's liability insurance or provide evidence of self-insurance. Limits of coverage shall be the statutory limits under

California law. Artist or Artist's contractor or subcontractor shall provide proof of insurance to City. If Artist does not employ any employees, Artist may so certify to City.

Upon proof to City that Artist has no employees, City may waive the requirement for worker's compensation and employer's liability insurance. Notwithstanding this waiver, if Artist contracts with any contractor or subcontractor for the performance of this Agreement, the contractor or subcontractor shall provide proof of worker's compensation insurance or self-insurance, as required above, to City.

(b) Comprehensive Liability, including Protective, Completed Operations and Broad Form Contractual and Personal Injury coverage. The limits of such coverage shall be: (1) Bodily injury, including death: \$ \_ for each person, each occurrence and aggregate; (2) Property Damage: \$ \_ for each occurrence and aggregate. The City, its officers, agents, employees and volunteers shall be named as additional insureds. Said policies shall provide that no cancellation, major change in coverage, or expiration may be affected by the insurance company or the insured during the terms of this Agreement, without first giving to City thirty (30) days written notice prior to the effective date of such cancellation or change in coverage. Artist shall have City's standard Certificate of Insurance, attached hereto as Exhibit E and incorporated herein, completed and filed with City within fifteen (15) days of the execution of this Agreement.

Section 21. Copyright. Artist expressly reserves every right available to him at common law or under the Federal Copyright Act to control the making and dissemination of copies or reproduction of the work except as those rights are limited by this Agreement. Artist agrees to give a credit substantially in the following form: "Original owned by the City of Davis, California" in any public showing of reproductions of the Work. Artist authorizes City and its assigns to make photographs, drawings, and other two-dimensional reproductions of the Work without prior consent of Artist if used solely for non-commercial purposes, advertising, descriptive brochures, and similar purposes. All reproductions by City shall contain a copyright notice substantially in the following form: "Copyright c, Artist's name, date", in such a manner and location as shall comply with the U.S. Copyright laws.

Section 22. Ownership of Documents and Models. The Artist's proposal and all accompanying materials, models, drawings, plans, sketches and specifications shall become the property of the City upon submission to the City. City may use, reproduce, make derivations and distribute these documents, etc., in any fashion or manner City desires provided that use and distribution of these documents, etc., shall comply with section 21 of this Agreement.

Section 23. Records. City agrees to maintain for a reasonable period of time a record of this Agreement and of the location and disposition of the Work.

Section 24. Breach of Agreement; Arbitration.

(a) In the event Artist or City believes that the other has failed to faithfully perform this Agreement, the aggrieved party shall notify the other in writing of such failure.

Such notice shall specify in detail each and every failure and the reason such failure is a breach of the Agreement. In the event that the parties cannot resolve the dispute, the Arbitration Service of the California Lawyers for the Arts shall determine whether or not there has been a failure to perform this Agreement and such determination shall be final and binding upon both Artist and City.

(b) If any matter is to be submitted to a third party for resolution, all fees, expenses, and costs connected therewith shall be borne jointly and equally by City and Artist. Each and every obligation under this Agreement to submit any matter to a third party for resolution is conditioned upon the foregoing provision of this paragraph. If any matter is to be submitted to the Arbitration Service of the California Lawyers for the Arts for resolution pursuant to the Agreement, and if, at the time such submission is called for, the Arbitration Service of the California Lawyers for the Arts is not in existence or is not able or willing to provide such resolution service, then the matter shall be submitted for resolution to the American Arbitration Association in accordance with their procedures then in use.

Section 25. Artist's Rights; Notification of Change of Address. Artist shall notify the City of any change of address and failure to do so shall constitute a waiver of Artist's rights pursuant to this Agreement during the time such omission prevails. Any waiver of a right pursuant to this Agreement for failure to maintain Artist's current address so aforesaid may be cured prospectively only by notifying the City Manager of Artist's current address. All rights of Artist pursuant to this Agreement shall be personal to Artist and shall terminate upon either the legal disability or incompetence of Artist or upon the death of Artist, except as provided Artist under the Copyright Laws. No right of Artist pursuant to this Agreement may be assigned or transferred in any manner, including without limiting the generality of the foregoing any hypothecation or pledge or any grant of any security interest, except as provided Artist under the Copyright laws.

Section 26. Notice. All notices shall be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

City: Director Community Services  
City of Davis  
23 Russell Boulevard  
Davis, CA 95616

Artist:

Section 27. Entire Agreement; Amendment. This Agreement is the entire agreement of the parties and supersedes all prior negotiations and agreements whether written or oral. This Agreement may be amended only by written agreement and no purported oral amendment to this Agreement shall be valid.

CITY OF DAVIS, a municipal corporation

\_\_\_\_\_  
CITY MANAGER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ARTIST

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

EXHIBIT A

City of Davis

ART IN PUBLIC PLACES PROGRAM

SCOPE OF WORK

Artist's proposal as accepted by the Davis City Council and Davis Civic Arts Commission to be attached here as Exhibit A of the contract.

1. Scope of Work/Artist

Artist shall make one in-house or public presentation as requested by City for a fee of \$. If City requests additional presentations, City shall pay Artist a fee for extra work of \$ \_\_\_ an hour.

Artist will install piece as approved by City building permit and will comply with any and all changes as requested by City inspectors in order to insure compliance with City building codes.

2. Scope of Work/City

1. City shall provide all permits and other governmental approvals required for installation of the Work.
2. City shall provide lighting for the work as specified by Artist and agreed to by City.
3. City shall provide for light access panels, safety glass, and safety glass installation.

EXHIBIT B

City of Davis

ART IN PUBLIC PLACES PROGRAM

SPECIFICATIONS OF WORK

1. Dimensions, Size and Colors

The dimensions of the finished Work shall be:

Approx. width

Approx. height

Approx. depth

Approx. Weight \_\_.

2. Materials and Finishes

The following is a complete list of materials and finishes which will be used to fabricate the Work. The list of materials and finishes includes raw materials, tiles, paints, primers, metals, clays, adhesives, epoxys, grouts, etc.

Materials:

- a.
- b.
- c.

3. Studio Fabrication/Field Fabrication

The following is a description of the aspects of the Work which will be studio and field fabricated:

- a. Studio Fabrication:
- b. Field Fabrication:
- c. Please list here your proposed subcontractors and the Work you anticipate they will be doing:

For the frame fabrication and installation:

4. Schedule for Completion To Be Determined. Phases coincide with payment schedule.

The following fabrication schedule shall be adhered to in the performance of the Work:

- a. Start Date: \_\_\_\_\_
- b. Phase I (description) \_\_Colored glass rods fabrication at hot glass shop, Studio glass preparation and frame fabrication \_\_\_\_\_ finished by \_\_\_\_\_

- c. Phase II (description) Field installation  
finished by:
  
5. The following staff will be consulted before work on the designated phases can begin:
  
6. Installation  
  
Following (Exhibit C) are detailed plans for the installation of the Work, including precise location, description of all fixtures, support, etc., and any preparatory work needed to be done at the site prior to installation:
  
7. The attached two forms (Artist's Specification Sheet and Technical and Maintenance Record) must be completed in full and returned to the Community Development Department before final payment can be made.

## EXHIBIT C

City of Davis

### ART IN PUBLIC PLACES PROGRAM

### INSTALLATION AND PLACEMENT DETAIL

Detailed plans to be attached here for the placement, precise location and installation of the Work. This will include:

1. Description of all fixtures, support structures, hardware and other permanent equipment incorporated into the Work.

2. Description of any preparatory work to be done at the site prior to the installation of the Work.
  
3. Working drawings of the Work and its precise location on the site. The information is to be updated following installation so that as-built drawings of the Work and its placement can be kept for documentation.

EXHIBIT D - NON-DISCRIMINATION PROVISIONS

CITY OF DAVIS  
FAIR EMPLOYMENT PRACTICES ADDENDUM  
FOR ALL CONTRACTORS

1. In the performance of this contract, the contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, ancestry, sex\*, age\*, religion, sexual preference, marital status, physical handicap, or medical condition; the contractor will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, creed, color, national origin, ancestry, sex, age, religion, sexual preference, marital status, physical handicap, or medical condition. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City of Davis setting forth the provisions of this Fair Employment Practices section.

2. The contractor will permit access to his/her records of employment, employment advertisements, application forms, and other pertinent data and records by the City of Davis Human Relations Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for willful violation.

a. The City of Davis may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which contractor was a party, or upon receipt of a written notice from the Davis Human Relations Commission, that it has investigated and determined that the contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section I416, which has become final, or obtained an injunction under Labor Code Section I429.

b. For willful violation of this Fair Employment Practices provision, the City of Davis shall have the right to terminate this contract whether in whole, or in part, and any loss or damage sustained by the City of Davis in securing the goods, or services hereunder shall be borne and paid for by the contractor and by his/her surety under the performance bond, if any, and the City of Davis may deduct from any moneys due, or that thereafter may come due to the contractor, the difference between the price named in the contract and the actual cost thereof to the City of Davis.

\* See State of California Labor Code Section I411-I432.5.

EXHIBIT E

City of Davis

ART IN PUBLIC PLACES PROGRAM

CITY OF DAVIS STANDARD CERTIFICATE OF INSURANCE

