

## CONTRACT TO PURCHASE ARTWORK

This Agreement is made as of \_\_\_\_\_ by and between the City of Sacramento, a municipal corporation ("City"), and **Numan Huseinbegovic** ("Artist"), who agrees as follows:

WHEREAS, City is now implementing an Art in Public Places program as set forth in City Code Chapter 60, Article IV, allocating certain construction funds for the establishment of artworks in public places and authorizing the Sacramento Metropolitan Arts Commission to make payments for the purchase or commissioning of artworks and;

WHEREAS, funds have been allocated for the selection, purchase and placement of artwork for **Six Median Sculptures** located between **Arden Way and El Camino on Del Paso Boulevard**, (hereinafter referred to as "Project").

NOW THEREFORE, the parties mutually agree as follows:

1. 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 Six Median Sculptures entitled "**Trace of Time**" (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, and marked Exhibit A. Exhibits A and B are attached hereto and by this reference incorporated herein as if set forth in full at this place.
  - (b) Install to the satisfaction of the City the Work in the substantially in the manner described in Exhibit A and in the Specifications of Work, attached hereto as Exhibit B.
  - (c) The Work shall be placed, located and installed substantially as described in the Proposal, a true and correct copy of which is attached hereto, marked Exhibit A.
  - (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.

2. City shall pay Artist a firm fixed price of **\$134,100**. 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 and submission of copies of insurance certificates: **\$1,000**.
  - (b) At the time of Phase I of the Work as defined in Exhibit B is completed to the satisfaction of City: **\$40,000.00**.

- (c) At the time of Phase II of the Work as defined in Exhibit B is completed to the satisfaction of City:  
**\$60,000.00.**
- (d) At the time of Phase III of the Work as defined in Exhibit B is completed to the satisfaction of City:  
**\$20,000.00.**
- (e) At the time the Work is completed and installed to the satisfaction of City, City shall so certify and  
**\$13,100.00.** (final payment) paid no later than the 35th day after said certification.

Provided, however, that no payment shall be made when Artist shall be in default of the agreement. City shall be the sole determiner of when the work has been completed during its various phases.

- 3. 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 **July 1, 2007** and strict punctual performance are of the essence in this Agreement.

Artist hereby directs that all payments shall be made payable to **Numan Huseinbegovic**, and remitted to:

Address:       **Numan Huseinbegovic**  
                  **1432 Bewerton Drive #288**  
                  **Sacramento, CA 95833**

- 4. 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 herein 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.
- 5. 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 person. Artist also warrants that, unless otherwise stipulated in writing, 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.
- 6. 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.
- 7. Artist agrees to fabricate and install the Work in conformance with all applicable laws.
- 8. 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.

9. Regardless of any payment City may make to Artist prior to the completion of the work, title to the Work shall be in Artist until City shall certify 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.
10. 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.
11. 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 as may appear to it appropriate in the circumstances then prevailing, including, without limitation of 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.
12. City agrees to accept the completed Work unless it can show:
  - (a) That the Work was not executed substantially in Accordance with Exhibits A or B 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, Sacramento, 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 be independent and shall be cumulative and in addition to any other or further remedy of City at law or equity. Enforcement of one 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.
13. City agrees to reasonably assure that the work is properly maintained and protected. 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. This does not preclude the City's right to move the work or remove it from display or deaccession it according to the Standard Operating Procedures of the Art in Public Places Program of the Sacramento Metropolitan Arts Commission. In the event it becomes necessary to alter the placement of the Work, City shall confer with Artist concerning placement of the Work.

14. Insofar as is practical, in the event repair of the Work is required, City shall give Artist 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.
15. 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, Sacramento, 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.
16. In the event Artist hires or contracts with employees, subcontractors, or material suppliers, Artist shall make payment to said employees, subcontractors, or material suppliers out of the payment made to Artist by City for completion of the phase of work for which said employees, subcontractors, or material suppliers provided labor or materials, as set forth and described in paragraph 2 of this agreement.

Before payment 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, subcontractors, or material suppliers who provided labor or materials for the prior phase of construction have been paid. In the case of non - payment of wages and other amounts due employees, subcontractors, or material suppliers 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. All subcontractors shall be properly licensed pursuant to the Contractors State License Law (Business and Professions Code 7000 et seq.). Before performing any work, each subcontractor shall provide to the City and Artist evidence that the subcontractor has workers compensation insurance coverage as required by state law.

17. 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, which is caused by any negligent or intentional act or omission of Artist, or Artist's agents and subcontractors, 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.

18. During the entire term of this Agreement, Artist and all subcontractors shall maintain the following insurance:

(a) Minimum Scope of Insurance: Coverage should be at least as broad as:

- (1) Insurance Services Office Form No. CG 0001 (Commercial General Liability);
- (2) Insurance Services Office Form No.: CA 0001 (Ed. 1/87) (Automobile Liability, Code "any auto");
- (3) Workers' Compensation as required by the Labor Code of the State of California, and Employers' Liability Insurance:

(b) Minimum Limits of Insurance: Artist shall maintain limits no less than:

- (1) Commercial General Liability; \$1,000,000 per occurrence for bodily injury, personal injury, property damage including products and completed operations.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage,

**OR**, I certify that a motor vehicle will not be used to complete work for the City or in conjunction with my contract for the City. \_\_\_\_\_ (ARTIST initials)

(3) Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.

**OR**, I certify that I am a sole proprietor and that I do not employ anyone or utilize the services of volunteers. I am exempt from requirements to provide workers' compensation insurance. J.H. (ARTIST initials)

(c) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City.

(d) Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverage:

- a. City, its officials, employees and volunteers shall be covered as additional insured as respects: liability arising out of activities performed by or on behalf of Artist; products and completed operations of Artist; premises owned, leased or used by Artist. The coverage shall contain no special limitations on the scope of the protection afforded to City, its officials, employees or volunteers.

- b. Artist's insurance coverage shall be primary insurance as respects City, its officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officials, employees or volunteers shall be in excess of Artist's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees or volunteers.
- d. Coverage shall state that Artist's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverage:

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice has been given to City. In addition, Artist agrees that it shall not reduce its coverage or limits on any such policy except after thirty (30) days prior written notice has been give to City and City approves the reduction in coverage or limits. Artist further agrees that it shall not increase any deductibles or self-insured retentions on any such policy except after thirty (30) days prior written notice has been given to City and City approves such increase.

- (e) Acceptability of Insurers: Insurance shall be placed with insurers with a Bests' rating of no less than A:VII.
- (f) Verification of Coverage: Artist shall furnish City with certificates of insuranc showing compliance with the above requirements and with original endorsements affecting all coverage required by this Agreement within 15 days of award of the contract and prior to conducting any work under the contract. The certificates and/or endorsements shall set forth a valid policy number for City, and shall indicate the Issue Date, Effective Date and Expiration Date. The certificates and endorsements for each insurance policy shall be signed by a person authorized by the insurer to bind coverage on its behalf.
- (g) Payment Withhold: City shall withhold payments to Artist if the certificates of insurance and endorsements required in subsection f, above, are canceled or Artist otherwise ceases to be insured as required herein.

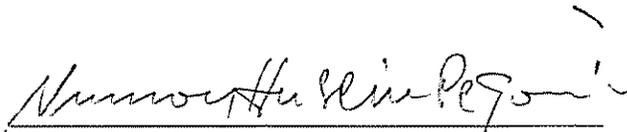
19. Artist expressly reserves every right available to artist at common law or under the Federal Copyright Act to control the making and dissemination of copies or reproduction of the work except as those rights are limited by this Agreement. Artist agrees to give a credit substantially in the following form: "Original owned by the City of Sacramento" 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.

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

21. All locations of the Work described in this Agreement and its attachments are approximate. All final locations of the Work are to be determined by Artist and the City's architect. All descriptions of the Work in this Agreement and its attachments are approximate.
22. In the event Artist believes that City has failed to faithfully perform this Agreement, Artist shall notify the City Council in writing of such failure. Such notice shall specify in detail each and every failure of City and the reason such failure is a breach of the Agreement. The Arbitration Service of the California Lawyers for the Arts, Sacramento, shall determine whether or not City has failed to perform this Agreement and such determination shall be final and binding upon both Artist and City.
23. 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. The previous sentence notwithstanding, each party shall bear their own attorneys' fees and costs. Each and every obligation under this Agreement to submit any matter to a third party for resolution is conditioned upon the foregoing two sentences 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.
24. Artist shall notify the Sacramento Metropolitan Arts Commission in writing 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 Sacramento Metropolitan Arts Commission 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.
25. In the event Artist's performance of any of its obligations or undertakings under this contract is delayed, interrupted, or prevented by an act of God, rain, high winds, acts of (or lack of action) by City or City's elected representatives, officers, directors, agents, employees, and volunteers, unforeseen conditions, unusually severe weather, labor trouble, acts of public utilities, public bodies, third-party plan check, increases/changes in scope, plan review committees, extra work, failure of City to make payments within the time required, or occurrences that are beyond the control of either party to this Agreement, Artist shall be excused from any further performance for whatever period of time after the occurrence is necessary to remedy the effects of that occurrence. Artist shall notify City in writing within 10 days after any occurrence described in this section that may delay Artist's performance.
26. As part of his Agreement, Artist will give one public art lecture regarding the Work after the installation of the Work is completed. Arrangements are to be approved by the Art in Public Places Administrator.
27. As part of this Agreement, Artists will provide the City of Sacramento, Art in Public Places program one (1) Marquette and/or drawing of the proposed artwork.
28. 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 SACRAMENTO**  
A Municipal Corporation

By \_\_\_\_\_  
RAY KERRIDGE, City Manager

  
\_\_\_\_\_  
**Numan Huseinbegovic, Artist**

125721  
\_\_\_\_\_  
City of Sacramento Business Op. Tax Cert. No.

APPROVED TO AS FORM:

  
\_\_\_\_\_  
Deputy City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

**PROPOSAL**

**EXHIBIT A**

**NUMAN HUSEINBEGOVIC**

**Project #3 – 6 Median Sculptures Between Arden and El Camino on Del Paso Boulevard**

Named *Trace of Time*, the idea for this project is based on the concept of time and life. The sculptures would be a visual invitation to the journey through the past, present and the future of Del Paso Boulevard. Each piece would be treated individually. Different materials would be used, and different artistic language would be spoken, still the composition as a whole would be in harmony.

**Building History-Building Community**

The building blocks of a strong and diverse community pay homage to the past and present the hope for a bright future.

**Ritual Stick**

This piece would be cast in a concrete with fragments of metal, copper and ceramic tiles. Rich in color and form it would include elements which relate to a Native American culture, folklore and spirituality.

**Remembering Rancho Del Paso**

Third sculpture on this voyage through time would be sculpture of the Horse. Based on historical data, Del Paso Boulevard was home to a renowned "Rancho Del Paso" breeding farm. From the artistic aspect the sculpture would be immensely interesting in its dynamic movement, expressive modulation capturing aesthetic and nobility of this magnificent animal. Thematically it directly relates to the history of the boulevard.

**Let's Touch the Star**

The desire of the child to reach the star is fulfilled. Symbolic of this somewhat lyrical sculpture is clearly defined through its content and form.

**Happiness - Family**

Mother and child are universal symbols for love, happiness, family, and community. The movement of the figures makes the sculpture visually interesting and dynamic.

**Remembering Iron Works**

The abstracted airplane wing makes reference to the Airplane factory that once graced the Del Paso Boulevard, providing jobs and the strong economy. The feathers reference the journey or "flight of the community" that is once again prospering.

Aside from being visually interesting and artistically unique, sculptures would contain elements which relate to the history and people of Del Paso Boulevard. The sculptures would radiate positive impulses, be understandable and educational. They would enrich the streetscape of the boulevard and open the path of prosperity.

Numan Huseinbegovic

## PRODUCTION SCHEDULE

Activity	Time
Award and signing of contract	
<b>Ritual Stick</b> <ul style="list-style-type: none"> <li>• Phase I Time needed for fabrication of a sculpture in clay (studio)</li> <li>• Phase II Casting in concrete: to be determined if it is going to be done by artist or licensed subcontractor</li> <li>• Phase III Application of tiles, fragments of metal and feathers (studio)</li> <li>• Phase IV Installation to the site</li> </ul>	2 weeks 4 weeks 2 weeks
<b>Remembering Rancho Del Paso - Horse</b> <ul style="list-style-type: none"> <li>• Phase I Fabrication of sculpture in Clay( studio)</li> <li>• Phase II Casting in Bronze ( Foundry- to be specified)</li> <li>• Phase III Installation to the site</li> </ul>	3 months 3 months
<b>Remembering Iron Works</b> <ul style="list-style-type: none"> <li>• Phase I Fabrication of sculpture in clay (studio)</li> <li>• Phase II Casting in concrete: to be determined if it is to be done by artist or licensed subcontractor</li> <li>• Phase III Fabrication and application of feathers (studio)</li> <li>• Phase IV Installation to the site</li> </ul>	2 weeks 4 weeks 2 weeks
<b>Let's Touch the Star</b> <ul style="list-style-type: none"> <li>• Phase I Fabrication of Figure in clay (studio)</li> <li>• Phase II casting in Bronze ( Foundry- to be specified)</li> <li>• Phase III Fabrication of a "Stairs" (studio)</li> <li>• Phase IV Installation to the site</li> </ul>	3 weeks 2 months 3 weeks
<b>Happiness - Family</b> <ul style="list-style-type: none"> <li>• Phase I Fabrication of figures in clay (studio)</li> <li>• Phase II Casting in Bronze</li> <li>• Phase III Installation to the site</li> <li>•</li> </ul>	6 weeks 2 months
<b>Building History, Building Community- Del Paso Boulevard</b> <ul style="list-style-type: none"> <li>• Phase I Fabrication, welding of precut metal plates, painting (studio)</li> <li>• Phase II Installation to the site</li> </ul>	2 months

## BUDGET

### Remembering Iron Works

Material sandstone  
Dimensions 10x4 Feet  
Price \$12,000.00

### Ritual Stick

Material wood, metal, copper  
Dimensions 12x3x3 Feet  
Price \$10,000.00

### Remembering Rancho Del Paso - Horse

Material bronze  
Dimensions Life size  
Price \$30,000.00

### Let's Touch the Star

Material metal, bronze  
Dimensions 12 feet  
Price \$17,000.00

### Happiness - Family

Material bronze  
Dimensions Life size  
Price \$27,000.00

### Building History, Building Community- Del Paso Boulevard

Material resin/concrete  
Dimensions 8 feet  
Price \$10,000.00

Total cost for the fabrication of the sculptures: **\$106,000.00**

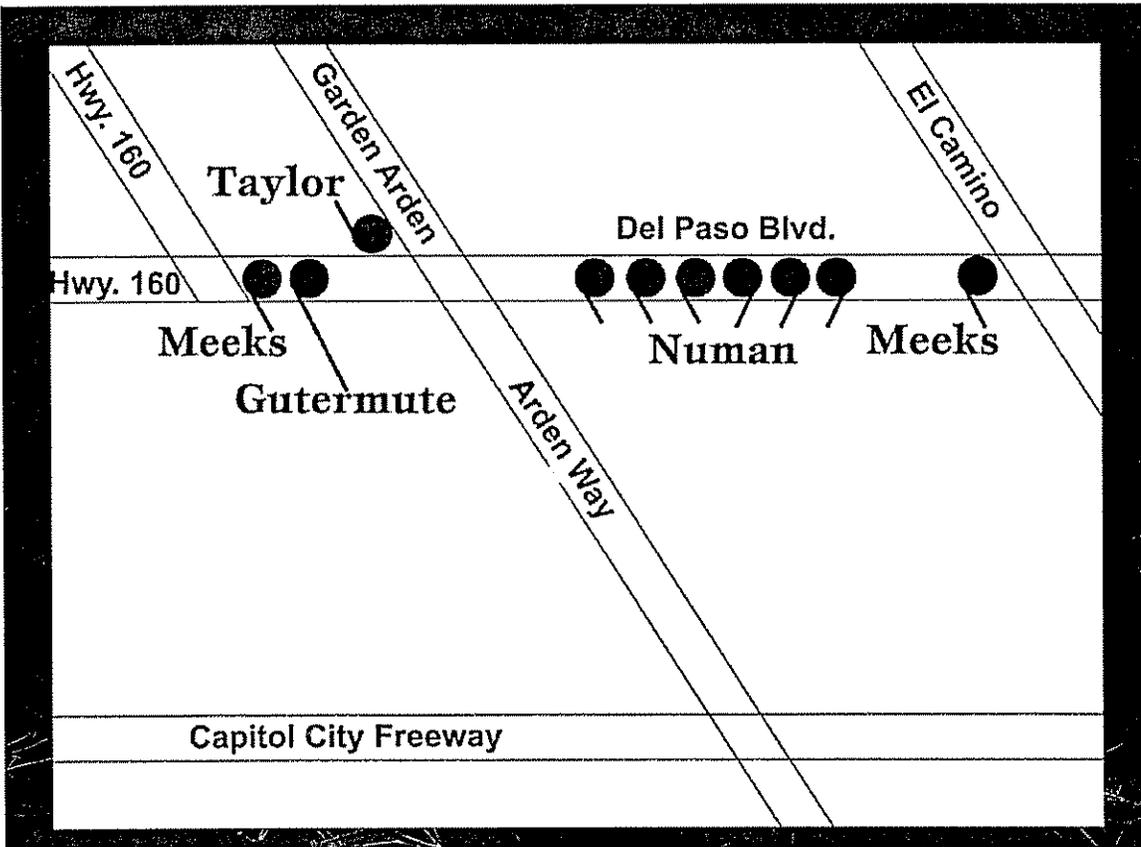
This price includes complete fabrication of the sculptures: material, equipment, studio cost, transportation, foundry (where applicable)

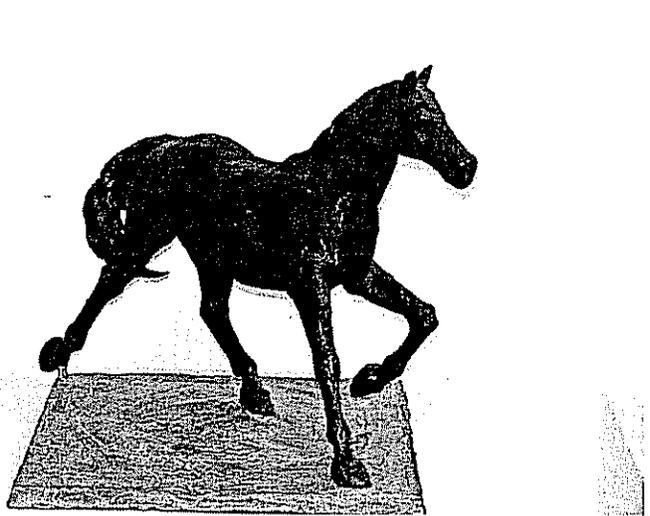
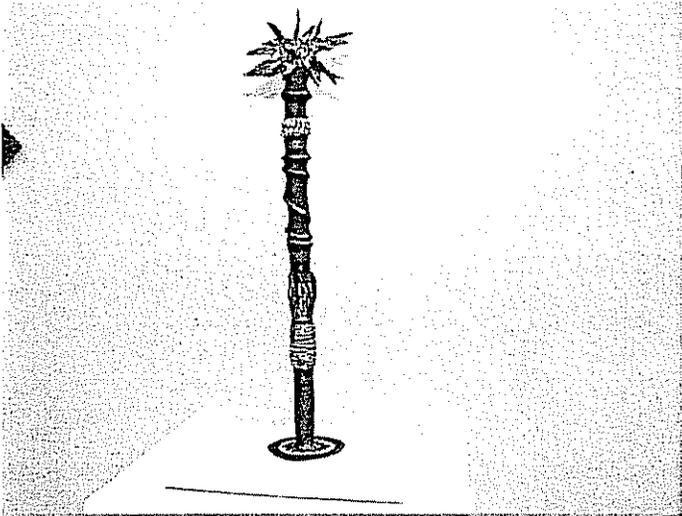
Insurance cost during fabrication	\$1,500.00	
Installation and site preparation cost	<u>\$10,000.00</u>	
Total	\$11,500.00	<b>\$117,500.00</b>

Artist Fee \$16,000.00

**Total Cost for the realization of the project \$133,500.00**

MAP LOCATION





SPECIFICATIONS OF WORK

1. DIMENSIONS, SIZE AND COLORS

The dimensions of the finished work shall be:

- a. **Ritual Stick**  
**Dimensions:** 12' x 3'.2" x 3'.2"  
**Material:** Metal, concrete, ceramic  
**Color:** Metal: gold/ green  
Concrete: ochre/ brown  
Ceramic: different colors
- b. **Remembering Rancho Del Paso - Horse**  
**Dimensions:** Life size  
**Material:** Bronze  
**Color:** bronze/ patina
- c. **Remembering Iron Works**  
**Dimensions:** 10' x 1' x 4'.4"  
**Material:** concrete, metal  
**Color:** Concrete: gray, black, yellow  
Metal: green patina
- d. **Let's Touch the Star**  
**Dimensions:** 13' x 2'.6" x 5'  
**Material:** Stairs/ metal  
Figure/ bronze  
**Color:** Stairs/ colors of rust, red, brown  
Figure, bronze patina
- e. **Happiness - Family**  
**Dimensions:** Life size 5-6 '  
**Material:** bronze  
**Color:** bronze patina
- f. **Building History, Building Community - Del Paso Boulevard**  
**Dimensions:** 11' x 4 'x 4'  
**Material:** Metal  
**Color:** green, blue, violet, red, orange, yellow

(All dimensions are approximate.)

## 2. MATERIALS AND FINISHES

The following is a complete list of materials and finishes that will be used to fabricate work.

**Ritual Stick: Sculpture will be fabricated in clay and cast in concrete. (with armature)**

**Concrete will be colored with pigments during casting process.**

**Fragments of ceramic tiles in different patterns, colors and shapes will be applied on the sculpture.**

**Fragments of metal will be applied on the sculpture.**

**"Feathers" will be fabricated in metal.**

**Remembering Rancho Del Paso - Horse:**

**Sculpture will be fabricated in clay and cast in bronze. Colors will be brown bronze patina.**

**Remembering Iron Works:**

**Sculpture will be fabricated in clay and cast in concrete. ( with armature)**

**Concrete will be colored with pigments during casting process "Feathers" will be fabricated in metal and applied to the sculpture.**

**Let's Touch the Star:**

**Stairs will be fabricated out of metal in a natural color of rust.**

**Figure will be fabricated in clay and cast in bronze.**

**Happiness - Family:**

**Both figures are fabricated in clay and cast in a bronze.**

**Building History, Building Community - Del Paso Boulevard:**

**Sculpture is made out of metal (pieces will be welded together).**

**Paint resistant to different weather conditions is to be used.**

## 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: **All fabrication in clay will be done by artist in his studio.**  
**Welding will be done by the Artist in studio.**  
**Painting will be done by the artist in studio.**  
**Application of ceramic and metal fragments on above described pieces (a,c) will be done by the artist in studio.**
- b. Off-site Fabrication: **Casting in bronze will be done by the foundry.**  
**Foundry will be determined based on a bid.**  
  
*Possible foundries are: R street Foundry, Alan Osbourne, Atelier Frostad, Ronnie Frostad, Art Foundry in Berkley.*  
**Casting in Concrete, licensed contractor to be determined.**
- c. On site fabrication: **Site preparation and Installation of Artworks**

d. Please list here your proposed sub-contractors/employees, if any, and the work you anticipate they will be doing:

**R Street Foundry, Sacramento**

**Atelier Frostad, Auburn**

**Berkley Foundry, Berkley**

**One of the local companies specialized for concrete.**

**(Only one of three foundries listed above will perform casting)**

4. SCHEDULE FOR COMPLETION OF WORK

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

- |   |  |
|---|--|
| a. Start Date: July 1, 2006                         | <b>Execution of this Agreement</b>   |
| b. Phase I to be completed by:<br>Description:      | <b>August 1, 2006</b><br><b>Finalize the designs, installation plan and engineering drawings are submitted and approved by city staff. Permits are obtained if required. Project is reviewed with ADA, Safety and Transportation Department and City staff. Artist secures materials and submits invoices to staff. Time line and plan developed with Department of Transportation for landscaping and lighting.</b>         |
| c. Phase II to be completed by:<br>Description:     | <b>December 1, 2006</b><br><b>Fabrication of sculptures in Clay completed. Studio visit by the City Staff for final approval</b>   |
| d. Phase III to be completed by:<br>Description:    | <b>April 1, 2007</b><br><b>Casting in bronze/ concrete. Fabrication in metal. Studio visit by the City Staff for final approval Coordinate installation schedule and equipment use with city staff. Installation plan developed, negotiated and approved with city staff including sculptures, landscaping and lighting. Benson Fence Co. installs frames in concrete pads and design panels with input from the artist.</b> |
| e. Final installation completed by:<br>Description: | <b>July 1, 2007</b><br><b>Site preparation and installation of all six sculptures. Project is reviewed with ADA, Safety and Transportation Department and City Staff.</b>  |

5. The following staff will be consulted before work on the designated phases can begin:

**Linda Bloom, APP Administrator, 566-3971**

**Ofelia Avalos, Department of Transportation, 808-5515**

6. INSTALLATION

Following 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:

**Each sculpture will be bolted and/ or inserted and epoxy to concrete pads in medians. A licensed contractor will install the artworks.**

7. The attached two forms (Artist's Specification Sheet and Technical and Maintenance Record) must be completed in full and returned to the Arts Commission before final payment can be made.



1. Measures in both English and metric units. English measurements are expressed in inches (not feet) and metric measurements in centimeters. The metric measurements include one digit to the right of the decimal point, even if it is zero.
2. Take measurements to the next larger unit, not the nearest unit. Paintings, watercolors, drawings, and sculpture are measured to the next larger eighth of an inch and to the next larger millimeter. Prints are measured to the next larger sixteenth of an inch and to the next larger millimeter.
3. Record height first, then width, then depth if needed, or diameter. If more than one dimension is given for sculpture, record height first, then greater horizontal dimension, then lesser horizontal dimension. If a work is circular or irregular in shape, the abbreviations "(diam.)" or "(irreg.\*)" follow the inch measurements in parentheses.

*(Excerpt from Museum Registration Methods, Dudley, Wilkinson & others.)*

### **TECHNICAL AND MAINTENANCE RECORD 3-DIMENSIONAL**

NAME OF ARTIST:

ACCESSION NO.

TITLE OF

SPECIAL METHODS AND MATERIALS UTILIZED IN EXECUTION OF ARTWORK

TECHNICAL AND MAINTENANCE RECORD:

Specific technical information is required should repairs be necessary due to vandalism and/or natural causes. Maintenance is a yearly procedure performed by a contracted agency; therefore it is necessary to be clear and concise with regard to materials and procedure.

A. MATERIAL:

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MATERIAL THICKNESS:

B. WELDING OR JOINTING METHOD:

C. WELDING ROD ALLOY OR JOINT MATERIAL:

D. CASTING ALLOY, WAX BODY, GLASS OR FIBER TYPE:

E. TECHNIQUE OR CONSTRUCTION METHOD (attach fabrication drawings)

F. MATERIAL FINISH (glaze, paint color and type, sanding grit, tool pattern, patina, surface sealer)

G. FOUNDATION INSTALLATION STRUCTURE (cleaning agent and procedure)

H. YEARLY MAINTENANCE AND CARE OF ARTWORK (cleaning agent and procedure)

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I. PLACEMENT OF ARTWORK (cautions regarding sunlight, heat, etc.)

J. PACKING/SHIPPING INSTRUCTIONS: