Title: Agreement: License to Display Temporary Artwork for River Crossing Art Project (G17605000)

Location: District 4

Recommendation: Pass a Motion authorizing the City Manager or the City Manager’s designee to execute an agreement with Joshua Sofaer, Ltd. in an amount not to exceed $125,000 for the fabrication and installation of temporary public artwork for the River Crossing Art Project (G17605000).

Contact: Donald Gensler, Arts in Public Places Specialist, (916) 808-8493; Jody Ulich, Director, (916) 808-5105, Convention and Cultural Services Department

Presenter: None

Attachments:
1-Description/Analysis
2-Background
3-Agreement
Description/Analysis

Issue Detail: The public art/placemaking is intended to infuse downtown with new vitality and promote pedestrian, bicycle, and streetcar pathways linking mixed use development in the Washington District of West Sacramento with entertainment, employment, and recreation in downtown Sacramento.

The attached selected proposal provides the details which include:

- Proposal Design
- Budget
- Timeline
- Location Opportunities

Policy Considerations: The Sacramento Metropolitan Arts Commission (SMAC) is charged with providing for the nature, selection, and placement of artworks, subject to the City’s approval of the artwork purchase contracts. Pursuant to Sacramento City Code section 3.04.020 any agreement for the purchase, design, or fabrication of artwork that is more than $100,000 requires City Council approval.

Economic Impacts: None.

Environmental Considerations: Under the California Environmental Quality Act (CEQA), continuing administrative activities, such as what is recommended in this report, do not constitute a “project.” [CEQA Guidelines section 15378(b)(2)]

Sustainability: Not Applicable.

Commission/Committee Action: In accordance with City Code section 2.84.130, SMAC has the authority to provide for the nature, selection, and placement of APP artwork purchases.

Rationale for Recommendation: The River Crossing Art Project is a culmination of public art planning efforts located on both sides of the Sacramento River to highlight the shared vision of Sacramento and West Sacramento of a thriving, vibrant, and diverse downtown with the river at its center. City Council previously approved implementation of the River Crossings Art Project pursuant to Resolution 2016-1459 at the Council meeting on December 13, 2016. At that time the City of Sacramento and West Sacramento entered into an agreement to implement the goals and objectives of the River Crossing Art Project whereby the City of Sacramento (SMAC) would act as the project manager. After an RFQ process, a selection committee, approved by the SMAC on September 10, 2018, selected four artists to present a
design proposal. All four artists presented their final proposals on December 4, 2018. SMAC selected Joshua Sofaer’s project, *Floating Sidewalk*, as the winning proposal. The City now wishes to contract with the artist to complete the project.

**Financial Considerations:** Sufficient funding is available in the River Crossing Art Project (G17605000) to execute an Agreement with Joshua Sofaer, Ltd. in an amount not to exceed $125,000 (Operating Grants, Fund 2702).

**Local Business Enterprise (LBE):** Not Applicable
River Crossing

ART PLAN
(Approved by Sacramento Metropolitan Arts Commission on ____September 10, 2018____)

I. Introduction

II. Artwork Selection Process

III. Budget

IV. Program Administration

V. Location Opportunities

VI. Projected Project Timeline

VII. Artwork Maintenance

VIII. Education

IX. De-Installation of Artwork

Exhibit A – River Crossing Selection Panel
Exhibit B – Location Opportunities

I. INTRODUCTION

The cities of West Sacramento and Sacramento, represented by the Sacramento Metropolitan Arts Commission, a division of the City of Sacramento Convention and Cultural Services Department, are working together to hire an artist or artist team to create a temporary public art or place-making opportunity to promote connectivity across the Sacramento River, "River Crossing Project". The public art/placemaking is intended to infuse downtown with new vitality and promote pedestrian, bicycle, and Streetcar pathways linking mixed use development in the Washington District of West Sacramento with entertainment, employment, and recreation in downtown Sacramento. Artists have been asked to consider one-time activation and experiences as well as more traditional art installations. Public art installations are intended to be installed for six months, but exact timelines are flexible and dependent on selected proposal.

This project has already begun through the creation of public art master plans in both cities to promote pedestrian, bicycle, and transit connectivity in areas of new growth within these downtown corridors. Sacramento’s public art plan was completed and approved by SMAC in February 2017 for inclusion in the Downtown Specific Plan. The Downtown Specific Plan was approved by City Council in June 2018. West Sacramento's public art plan for the Washington District is currently underway and will be reviewed and approved by the West Sacramento Commission on Art, Culture, and Historic Preservation.
This River Crossing temporary public artwork is a culmination of these public art plan planning efforts and must be located on both sides of the Sacramento River to highlight the shared vision of both cities of a thriving, vibrant, and diverse downtown with the river at its center. After submissions are received through an RFQ process, a selection committee will select up to three artists to present a design proposal. Selected artists will be provided a design stipend to more fully explore their design concept. The design is then presented and approved by project stakeholders prior to issuing notice to proceed for the temporary public art project.

II. ARTWORK SELECTION PROCESS

A. River Crossing Panel and Selection Process

A panel will be convened after RFQ submissions are received in order to review artists’ RFQ submissions, to recommend three artists to create design proposals, and to approve the final artwork design. Panelists will meet in person in September 2018 (select finalists) and again in person in December 2018 (select winning artist).

The selection panel (Panelist bios and photos included in attached Exhibit B) is comprised of representation from both cities and from professionals outside of the immediate area. The panelists will review artists’ qualifications and proposals and select up to three artists to present design proposals. Selected artists will be paid a $1500 design commission to present a proposal for the temporary work. Panel members, Commissioners, and Arts Commission Staff reserve the right to nominate artists for consideration prior to panel review of submissions. The panelists for the River Crossing project are:

1. JD Beltran, Director, Center for IMPACT at California College of the Arts
2. Jason Campbell, Lecturer in Architecture, UC Berkeley
3. Walter Hood, Professor of Landscape Architecture & Environmental Planning and Urban Design, UC Berkeley
4. Christy Jourdan, West Sacramento Arts, Culture, and Historic Preservation Commission
5. Rick Siggins, Artist
6. Jason Silva, Chair, Sacramento Metropolitan Arts Commission

If awarded the final project commission, artist(s) will be required to attend periodic meetings in Sacramento, present concept proposals to the Arts Commissions of both Cities, and attend community meetings as required and agreed upon between artist and SMAC prior to issuance of city contract. The selected artist or artist team will be responsible for overseeing the fabrication, delivery, and installation/de-installation of the commissioned artwork and for working cooperatively with the project stakeholders, city staff, and consultants.

B. Criteria for Selection

Criteria for selection of public art or approval of designs include but are not limited to the following:

1. Quality and artistic excellence of past work and proposed designs;
2. Artist’s technical abilities as demonstrated in previous artwork;
3. Artist’s ability to address site-responsive public art projects;
4. Willingness of the artist to consult and work with City representatives, consultants, and Art in Public Places (APP) staff to ensure efficient integration of artwork into the site;
5. Artist’s ability to carry out the commission, keep the project within budget, and to complete and install the work on schedule.
6. Artist’s knowledge of and ability to work with durable materials that are appropriate for temporary (up to six months or otherwise defined in artist’s proposal) exposure (proven experience with materials) in a public environment and that require minimal care or frequent maintenance.

The commissioned artwork should achieve at least some of the following goals:

1. Reinforce the links between Sacramento and West Sacramento;
2. Reflect the character of the region;
3. Support the relationship both cities have to the natural environment;
4. Strengthen the pedestrian experience through whichever locations are selected;
5. Be located in areas open to the general public;
6. Highlight cultural or historic characteristics of both cities.

C. City Council Approval

Sacramento: The Sacramento Metropolitan Arts Commission (SMAC) Art in Public Places (APP) Committee will review this Public Art Plan for the River Crossing project. The Committee may then recommend approval to SMAC. With SMAC approval, and once the artist has been selected, the Commission will then review the winning artist’s proposal and proposed contract. The Sacramento City Council must approve contracts for an amount over $100,000. Once a proposal has been reviewed and approved by SMAC, it will be presented to the City Council for review and approval.

West Sacramento: Since SMAC has been chosen as the agency to manage this project, the West Sacramento Arts Commission will review this prepared document after approval by SMAC. After the winning project has been selected, the West Sacramento Arts Commission will also present the selected artist’s project to West Sacramento City Council.

III. BUDGET

An allocation of $150,000 has been approved as the total River Crossing Project Budget. $125,000 is from the NEA Our Town Grant. $25,000 is an additional cash contribution by West Sacramento. SMAC is contributing $25,000 worth of in-kind project management services. Funds will be distributed as follows:

- $4,500 for finalists’ design fees (3 x $1500 design fee for each finalist*)
- $125,000 for the fabrication and installation of the completed temporary art work.
- $2,000 Panelist costs
- $5,000 for programming and events
• $13,500 for maintenance, outreach, and unaccounted for project costs (*specific number of finalists could increase depending on panelist recommendations)

• Total: $150,000

IV. PROGRAM ADMINISTRATION

The River Crossing project will be administered and managed by the Sacramento Metropolitan Arts Commission, a City/County Joint Agency. Administration of the River Crossing project includes the management of:

1. Development of River Crossing Art Plan.
2. Artist research and outreach, application intake, and artist selection management.
3. Artwork design development including reviews by conservation specialists and engineers for ADA, safety, maintenance and conservation.
4. Contract development and negotiation, and design approval by Sacramento Metropolitan Arts Commission, Sacramento City Council, West Sacramento Arts Commission, and West Sacramento City Council.
5. Fabrication and installation of artwork.
6. Public relations, education, and outreach.

V. RECOMMENDED SITES

The two defined location opportunities (illustrations attached Exhibit A) allow for a number of specific location options in a variety of styles, scale, media, and artistic approaches. The art sites described below are those that are considered priority sites as they are located in areas that are the most publicly accessible and allow the artwork to make significant contributions to the design and function of the geographic links between the two cities.

The sites identified below may be modified or eliminated following the submittal of artists’ design proposals, as the proposed artwork may impact one or more of these sites. Careful attention will be paid to ensuring that the final commissioned artwork is not negatively impacted by other events or artwork in the area regarding scale, medium, or physical or visual access.

1. Opportunity 1: TOWER BRIDGE GATEWAY-TOWER BRIDGE-CAPITOL MALL
   West: Tower Bridge Gateway & 5th Street
   East: Capitol Mall and 9th Street
   Center: Tower Bridge
   Description: The Tower Bridge serves as the visible central link between the two cities and potentially also serves as the focal point of the public art programming. The selected artist will program experiences along the west-to-east thoroughfare on Tower Bridge Gateway and Capitol Mall.

2. Opportunity 2: RIVERFRONT
   West: River Walk Park and River Walk Trail
   East: Old Sacramento and Crocker Art Museum
Center: The River
Description: The river is the center, not the divider. Having the primary public art programming intensify its focus with the river as the central piece will serve as a powerful visualization of the connectivity between the two cities. River Walk Park and the Trail on the west side and Old Sacramento and/or the Crocker Museum on the eastern edge serve as the potential anchors.

VI. PROJECTED PROJECT TIMELINE

- June 2018 – Announce RFQ for River Crossing Temporary Public Art project
- July 11, 2018 – River Crossing idea and concept Symposium – Crocker Art Museum
- August 13, 2018 – RFQ submission deadline
- September 2018 – Panel meets to select finalists
- Late - September 2018 – three Selected artists notified – contracts processed for design proposals ($1500 design fee includes all expenses)
- November – Finalists’ proposal presentations – Winning Finalist selected
- November 2018 – Arts Commission and City Council Meetings for West Sacramento and Sacramento to announce chosen design concept
- December 2018 – NTP issued to artist – Artist begins fabrication / planning for installation
- January – August 2019 – Possible opportunities for programming and community participation
- September 2019 – Artwork installed – dedication ceremony and programming
- March 2020 – Artwork de-installed

VII. ARTWORK MAINTENANCE

As a component of the artist's agreement with the city, maintenance (beyond simple specified and mutually agreed upon tasks) will be the responsibility of the artist. Since this is a temporary project, materials need not be permanent; however, any art work installed must meet safety standards at all times. Artist can consult with APP to insure artwork meets safety requirements. Artist will be required to submit a maintenance plan and materials description sheet. The maintenance plan will detail contact information for the artist or those people he/she has identified to be contacted regarding any maintenance issues. Since the project is temporary and there may be a variety of potential materials used, the artist will need to take an active role in maintenance and, if necessary, repair of the installed artwork.

VIII. EDUCATION AND OUTREACH

Education and opportunities for outreach to the Sacramento and West Sacramento communities will be an essential component of this temporary public art project. On July 11, 2018 outreach programming began with a panel discussion held live at the Crocker Art Museum and live streamed to online audiences as well. Working with the artist, APP will develop further outreach programming to inform the public about the work and educate the larger community about the artist's design and past work.
1. **Educational Workshops for Artists:** A series of workshops will be held for local and regional artists and community members in order to connect with the chosen artwork and artist.

2. **Artist Lecture Series:** The chose artist will give at least one lecture on his/her work and artistic practice. The lecture will include updates on the River Crossing project. Exact location(s) are still to be determined.

3. **Public Art Tours and Brochures:** Upon the completion of the River Crossing project, SMAC will produce an online brochure of the project possibly with a QC code from which the public may access the linked web page. SMAC will also sponsor guided tours of the River Crossing project and will provide information on the selected artist and final design.

4. **Interactive Media Tours:** Interactive tours using cell phones or other tools may be developed to make the collection more immediately accessible.

**IX. DE-INSTALLATION OF ARTWORK**

To allow diverse opportunities for a variety of materials and artistic interventions, this project is identified as a temporary installation. The selected artist will determine the exact length their work will be installed, but the general idea is for the work to be up for six months. In the artist’s maintenance plan, they will detail exactly when and through what process the work will be de-installed. Artist will be responsible for installation and de-installation. This includes removal and (if necessary) disposal of the work. Artist retains title and ownership of the work and copyright. Cities of Sacramento and West Sacramento have limited rights for reproduction as detailed in the artist’s contract. All aspects of the work will be documented throughout the installation and de-installation process.
## EXHIBIT A – RIVER CROSSING SELECTION PANEL

<table>
<thead>
<tr>
<th>PANELIST</th>
<th>PANELIST BIO</th>
</tr>
</thead>
<tbody>
<tr>
<td>JD Beltran, Director, Center for IMPACT at California College of the Arts</td>
<td>JD Beltran has over a decade of experience as an internationally recognized artist, filmmaker, designer, writer, and arts administrator. For the last six years, Beltran has been the President of the San Francisco Arts Commission, a commission that oversees $20M of public funding for public art, grants, arts programming, and support for San Francisco artists, arts non-profits, and community organizations. She also served as the agency’s Executive Director in 2011. Beltran also is Associate Faculty at California College of the Arts, where she has taught in both the MFA Design and Interaction Design Programs for the past five years.</td>
</tr>
<tr>
<td>Jason Campbell, Lecturer in Architecture, UC Berkeley</td>
<td>Jason Campbell joined the Architecture faculty at UC Berkeley in 2016 and teaches design studios in the undergraduate program. He is currently a designer with Bohlin Cywinski Jackson, and is the director of practice for architecture, a San Francisco based architectural photography practice. In 2016 he founded ELL</td>
</tr>
<tr>
<td>Walter Hood, Professor of Landscape Architecture &amp; Environmental Planning and Urban Design, UC Berkeley</td>
<td>Walter is the Creative Director and Founder of Hood Design Studio in Oakland, California. Hood Design Studio is his tripartite practice, working across art + fabrication, design + landscape, and research + urbanism. He is also a professor of landscape architecture at the University of California, Berkeley and lectures on professional and theoretical projects nationally and internationally. Walter designs and creates urban spaces and objects that are public sculpture. Believing everyone needs beauty in their life, he makes use of everyday objects to create new apertures through which to see the surrounding emergent beauty, strangeness, and idiosyncrasies of urban space. His ideas emerge from years of studying and practicing architecture, landscape architecture, and fine arts, and yet Walter tactfully eschews from differentiating between the three on any one project.</td>
</tr>
</tbody>
</table>
Christy Jourdan serves on the City of West Sacramento's Arts, Culture, and Historic Preservation commission. She is a supporter of Arts and Music Education, and believes that art, especially public art, stimulates learning and thought and new ideas. Christy's husband and son are both musicians. She spends her free time volunteering with the River City High School Music Boosters, and Chalk It Up.

Rick Siggins was born in San Francisco and has lived the majority of his life in New York City. He now lives and works in Sacramento, Ca. He has shown his work extensively in New York and nationally, including exhibitions at Marlborough Gallery and Feature, Inc. His work is in the permanent collection of the Crocker art museum.

As the Design Principal at Dreyfuss + Blackford, Jason continues to push the boundaries of traditional architecture. Fascinated by both phenomenology and the mechanics of materials, Jason’s work is predominantly performance driven, advanced by technologies in design and fabrication. During his 15 years at the firm, Jason has stayed ahead of the curve with innovation and experimentation. Both a builder and an artist with public art commissions, Jason brings design and architecture into the public realm. He is a frequent contributor to the larger design and innovation dialog happening in the area.
CITY OF SACRAMENTO
ART IN PUBLIC PLACES PROGRAM

LICENSE FOR DISPLAY OF ARTWORK

This Agreement is made and entered into on ________________, 2019 (“Effective Date”), by and between the City of Sacramento, a municipal corporation (“City”) and Joshua Sofaer Projects Ltd., a private limited company (“Artist”). City and Artist may be referred to collectively as “Parties” or in the singular as “Party.” The Parties agree as follows:

1. **Revocable License.** Upon the terms and conditions set forth in this Agreement, City hereby grants Artist a revocable license (“License”) to enter upon the City-owned property defined below (“Premises”) and temporarily place Artist’s artwork entitled “River Crossing: I want to communicate with you” (“Artwork”) on such Premises for public display as specified below, and for no other use without the prior written consent of City. While a separate agreement between the Artist and West Sacramento may be necessary to display Artwork on West Sacramento property, the Artist acknowledges and agrees installation and displaying Artwork in West Sacramento is part of the consideration of this Agreement and an essential element of the vision and objective of the River Crossing Art Project.

2. **Partnership Between Two Cities.** The cities of Sacramento and West Sacramento, per the terms identified in the “Agreement Between City of Sacramento and City of West Sacramento For River Crossing Art Project” (“Cities’ Agreement”), and incorporated herein as Exhibit F, have determined that the City Sacramento shall manage the River Crossings Art Project through completion. The City has been designated as the Project Manager for the River Crossings Art Project with authority to enter into all necessary agreements required to implement and complete the master art plan for public art and arts experience that is to connect the Sacramento and West Sacramento along the Sacramento River. To the extent it is necessary, the City will provide Artist with the names and contact information of West Sacramento representatives who are authorized to give permission to access West Sacramento to ensure the Artwork can be installed and displayed. Artist agrees he is responsible for obtaining permission from West Sacramento to access West Sacramento property, securing any appropriate licenses, and installing the Artwork in the West Sacramento.

<table>
<thead>
<tr>
<th>Name of Artwork</th>
<th>“River Crossing: I want to communicate with you”. The Artwork is depicted in Exhibit D attached hereto.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Premises</td>
<td>Old Sacramento Public Dock (Sacramento) and Raley’s Landing (West Sacramento), as depicted in Exhibit E attached hereto.</td>
</tr>
<tr>
<td>Artwork Site</td>
<td>Depicted in Exhibit E attached hereto.</td>
</tr>
<tr>
<td>Date of Installation</td>
<td>Prior to October 31st, 2019, unless otherwise modified in writing by City.</td>
</tr>
<tr>
<td>Date of Removal or Purchase</td>
<td>Prior to July 31, 2020, unless otherwise modified in writing by the City. Condition of the “River Crossing: I want to communicate with you” Artwork is to be assessed to determine if the City will purchase Artwork. Prior to the removal date, City may, at its sole discretion, elect to purchase the Artwork for City’s permanent collection. If City elects to purchase Artwork, parties will execute a separate Purchase of Artwork Agreement, and Artist agrees the $5000 currently set aside for removal of Artwork will constitute full and total payment to Artist for purchase of Artwork. Artist understands and acknowledges a separate purchase agreement with the City of West Sacramento may be required.</td>
</tr>
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<td>---</td>
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</tr>
<tr>
<td>Extension</td>
<td>Upon written approval by City, which may be withheld for any reason, Artist has the option to extend the display until October 31, 2020. Artist must request such extension in writing at least 10 days before the Date of Removal specified above.</td>
</tr>
</tbody>
</table>

3. **Termination of Agreement.** The City may terminate this Agreement at any time for any reason by giving written notice of termination to the Artist at least 10 calendar days prior to the date of termination. Termination of this Agreement shall constitute revocation of the License issued pursuant to this Agreement.

4. **Scope of Services.** The services provided shall be as set forth in Exhibit A, attached hereto and incorporated herein.

5. **Payment.** Artist shall be paid according to the fee schedule and manner of payment set forth in Exhibit B, attached hereto and incorporated herein.

6. **Time of Performance.** Time is of the essence in this Agreement. Artist shall dedicate such time and effort as is necessary to fulfill Artist's obligations to completely finish and install (and de-install) the Artwork to the satisfaction of City within the timelines set forth in the Project Schedule established in Exhibit A, except as the Artwork may be delayed by circumstances described in Section 19 below. City shall make its staff and contractors reasonably available to Artist for consultation and assistance in order to achieve the purposes of this Agreement.

7. **Documentation of Artwork.** Artist shall provide to the City 20 high resolution (300 dpi minimum) professional quality digital images documenting the processes of fabrication and installation of the Artwork, and the completed Artwork. Artist shall also provide City with a complete schedule for maintenance of the Artwork in the form reflected in Exhibit C hereto.
8. **Work Performed by Artist.**

   A. **Installation.** Prior to installation of the Artwork, Artist shall submit plans for the installation, if any, to the City Representative, and Artist shall not begin installation until the City Representative authorizes Artist to proceed. The Artwork will be installed at the specific location depicted in Exhibit E, unless Artist and the City Representative mutually agree in writing to place the Artwork at another location on the Premises. Artist must install the work in accordance with the installation methods approved by the City Representative. Artist is responsible for the cost and installation of any lighting and any structural support, footing, or base required for the Artwork. Artist shall provide City with a written list of the workers, vehicles, and equipment to be involved in installation at least 15 calendar days in advance of the Date of Installation. Installation will not be complete until the City Representative approves the installation in writing.

   B. **Maintenance.** Artist shall be solely responsible for all maintenance and conservation of the Artwork during the term of this Agreement, including without limitation repairs, re-painting, weatherproofing, replacing broken elements, and removal of graffiti. Maintenance requirements are detailed in the “Maintenance Plan” attached and included as Exhibit C. To the extent necessary, Artist shall coordinate and obtain permission from the City should he need to access the Premises in order to do any repairs, re-painting, weatherproofing, replacing broken elements, removal of graffiti, or perform any other maintenance to the Artwork.

   C. **Safety of Artwork.** Artist will be solely responsible for the safety of the Artwork, and must ensure that the Artwork will not endanger the public or any individual performing installation, maintenance or removal of the Artwork.

   D. **Removal.** Artist shall provide City with a written list of the workers, vehicles, and equipment to be involved in removal at least 15 calendar days in advance of the Date of Removal, and Artist must remove the Artwork from the Premises in accordance with the removal methods approved by the City Representative.

   E. **Restoration of Premises** Within 10 calendar days following removal of the Artwork, Artist shall restore the Premises (including the entire area affected by the installation or removal of the Artwork) to the condition it was in prior to issuance of the License, in City’s reasonable satisfaction.

   F. **Damage.** Artist shall not cause damage or destruction to facilities, equipment or other property of the City or adjoining property owners, and Artist shall reimburse City for any such damage or destruction. Artist will be liable to City for any damage to City property that is in any way related to Artist’s use of the
Premises, including any damage caused by Artist’s officers, employees, agents, contractors, volunteers, or invitees. 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. If such repairs are not completed as required herein, City shall be entitled to perform the repairs and Artist shall pay the reasonable costs of such repairs within 30 days of City’s invoice. The provisions of this section shall survive termination of the Agreement.

G. **Entitlements.** Prior to installation of the Artwork, Artist shall obtain all necessary local land use entitlements, building permits, encroachment permits, and any other local, state, or federal permits and approvals required for Artist’s use of the Premises. This Agreement shall not be construed as a waiver of any governmental requirement.

H. **No Liens.** Artist shall pay in full all persons who perform labor or provide materials for the work to be performed on the Premises. Artist shall not permit or suffer any mechanics’ or materialmen’s liens of any kind or nature to be enforced against any property of the City for such work performed.

I. **Performance of Work.** All work performed under this Agreement by Artist, its employees, contractors, or agents shall be performed by licensed and insured individuals, and in a good and workmanlike manner satisfactory to the City Representative.

9. **Intellectual Property Rights; Artwork Ownership.**

   A. **Infringement.** Artist warrants that the Artwork is original and is solely the product of Artist’s own creative efforts and does not infringe the rights, including copyrights, of any person or entity. Artist also agrees to protect, defend, indemnify and hold City, its officers, agents and employees harmless from any action, claim, suit or liability based on a claim that work performed under this Agreement by Artist, or Artist’s agents or Artist’s subcontractors constitutes an infringement of any patent, copyright, trademark, trade name or other proprietary right of any party.

   B. **Copyright.** Artist shall retain the copyright to the Artwork and the right to claim authorship of the Artwork. However, City is hereby authorized to make photographs, drawings, and other two-dimensional reproductions of the Artwork without prior consent of Artist if used solely for non-commercial purposes.
C. **Waiver of VARA and CAPA Rights.** With the exception of Artist’s rights as to third parties, Artist waives any and all rights Artist may have with respect to the Design Proposal under the federal Visual Artist Rights Act of 1990 (17 U.S.C. §§ 106A and 113(d)), the California Art Preservation Act (Cal. Civil Code § 987 et seq.), and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. § 106A, Cal. Civil Code § 987 et seq., or any other type of moral right protecting the integrity of works of art.

D. **Ownership of Artwork.** Artist shall retain ownership of the Artwork, and the Artwork will not be accessioned into the City’s Art in Public Places collection, unless Artist is notified in writing of the City’s intent to purchase the Artwork, in which case Parties will enter into a separate Purchase of Artwork Agreement.

10. **Use of Premises.**

A. **Condition of the Premises.** City makes no representations or warranties of any kind, express or implied, written or oral, about any of the following: (i) the physical condition of the Premises; (ii) the suitability of the Premises for Artist’s anticipated use; (iii) the safety of the Artwork as installed at the Premises; (iv) any limitations on Artist’s use of the Premises, including limitations arising from environmental laws or other laws, regulations, or governmental requirements; or (v) the costs associated with Artwork display on the Premises. By entering into this Agreement, Artist accept the Premises “as is” and acknowledge that the Premises are satisfactory for Artist’s purposes.

B. **No Interference.** Artist shall not cause any interference with the continuous and uninterrupted use of the Premises and adjacent City property by City, its offers, agents, contractors, licensees, or others, and shall not permit any waste on the Premises.

C. **Compliance with all Laws.** Artist shall, at his sole cost and expense, comply with all applicable local, state, and federal laws and regulations related to its use of the Premises, and ensure that his employees, contractors, agents, and invitees comply with all applicable laws, including without limitation applicable state and federal occupational safety and health acts and regulations, prevailing wage law if applicable, and acquisition of all licenses, permits, or approvals that are legally required for Artist to perform work under this Agreement.

D. **Hazardous Materials.** Artist shall not use, store, release or otherwise introduce onto the Premises any material, substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable law; and Artist shall be solely responsible for the complete cost of removal and/or remediation of any such item introduced onto the Premises by Artist or its agents.
11. **Release of Liability.** Artist shall release and hold City harmless for loss, damage, theft, or vandalism to property and equipment, or personal injury, of Artist and its officers, employees, agents, contractors, subcontractors, invitees, volunteers, and others acting under its or their authority while such individuals, property or equipment is in or on the Premises, except where such loss of or damage to property and equipment, or personal injury, results from the sole negligence or willful misconduct of City and its officials, employees, agents or volunteers.

12. **Indemnity.** Artist shall defend, hold harmless and indemnify City, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by the City’s staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as “Liabilities”), including but not limited to Liabilities arising from personal injury or death, damage to personal property, real property, or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with the use of the Premises by Artist, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of the City, its agents, servants, or independent contractors who are directly responsible to the City, except when such agents, servants, or independent contractors are under the direct supervision and control of Artist. The provisions of this Section 11 shall survive any expiration or termination of this Agreement.

13. **Insurance Requirements.** During the term of this Agreement, and until final completion and acceptance of any work required by this Agreement, Artist shall maintain in full force and effect at its own cost and expense the following insurance coverage. City will not provide Artist any compensation for Artist’s insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City. By requiring the insurance herein, City does not represent that the coverage and limits will necessarily be adequate to protect Artist. It is understood and agreed by Artist that the required insurance coverage and limits shall not be deemed as a limitation on Artist’s liability under the indemnities granted to City in this Agreement.

A. **Minimum Scope & Limits of Insurance Coverage.**

   (1) **Commercial General Liability Insurance** providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury,
including death, of one or more persons, property damage, and personal
injury, arising out of activities performed by or on behalf of Artist, its
consultants, and contractors, products and completed operations of
Artist, its consultants, and contractors, and premises owned, leased, or
used by Artist, its consultants, and contractors, with limits of not less
than one million dollars ($1,000,000) per occurrence. The policy shall
provide contractual liability and products and completed operations
coverage for the term of the policy.

(2) **Automobile Liability Insurance** providing coverage at least as broad as ISO
Form CA 00 01 for bodily injury, including death, of one or more persons,
property damage, and personal injury, with limits of not less than one
million dollars ($1,000,000) per accident. The policy shall provide
coverage for owned, non-owned, and/or hired autos as appropriate to
the operations of Artist.

No automobile liability insurance shall be required if Artist completes the
following certification:

“\[Artist initials\] I certify that a motor vehicle will not be used in the performance of
any work or services under this Agreement.”

(3) **Excess Insurance:** The minimum limits of insurance required above may
be satisfied by a combination of primary and umbrella or excess
insurance coverage; provided that any umbrella or excess insurance shall
contain, or be endorsed to contain, a provision that it shall apply on a
primary basis for the benefit of the City, and any insurance or self-
insurance maintained by City, its officials, employees, or volunteers shall
be in excess of such umbrella or excess coverage and shall not contribute
with it.

(4) **All Risk Property Insurance** including coverage for special perils is
required for the Artwork and all improvements, fixtures and equipment.
All property insurance must be for replacement value and name the City
as loss payee.

(5) **Workers’ Compensation Insurance** with statutory limits, and **Employers’
Liability Insurance** with limits of not less than one million dollars
($1,000,000). The Workers’ Compensation policy shall include a waiver of
subrogation in favor of the City.

No Workers’ Compensation insurance shall be required if Artist
completes the following certification:
“I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers’ Compensation insurance.” __________ (Artist initials)

B. Additional Insured Coverage.

(1) **Commercial General Liability Insurance:** The City, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Artist, its consultants, and contractors; products and completed operations of Artist, its consultants, and contractors; and premises owned, leased, or used by Artist, its consultants, and contractors.

(2) **Automobile Liability Insurance:** The City, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

(1) Artist’s insurance coverage, including excess insurance, 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.

(2) Artist hereby grants to City a waiver of any right to subrogation which any insurer of said Artist may acquire against the City by virtue of the payment of any loss under such insurance. Artist agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees, or volunteers.

(4) 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.

(5) City will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.
D. **Acceptability of Insurance.** Insurance shall be placed with insurers with a Bests’ rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 12 must be declared to and approved by City in writing prior to execution of this Agreement.

E. **Verification of Coverage.**

(1) Artist shall furnish City with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the City Representative. Copies of policies shall be delivered to the City on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

(2) For all insurance policy renewals during the term of this Agreement, Artist shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento  
c/o EXIGIS LLC  
P.O. Box 4668 ECM- #35050  
New York, NY 10168-4668

Insurance certificates also may be faxed to (888) 355-3599, or e-mailed to: certificates-sacramento@riskworks.com

(3) The City may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The City may withhold payments to Artist (if applicable) or cancel the Agreement if the insurance is canceled or Artist otherwise ceases to be insured as required herein.

F. **Contractors and Subcontractors.** Artist shall require and verify that all consultants, contractors, sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

14. **No Assignment.** Artist shall not assign the License, or Artist’s rights or obligations under this Agreement, in whole or in part, without City’s prior written consent, which City may withhold in its sole discretion. Any attempted or purported assignment without City’s written consent shall be void and of no effect. However, City hereby gives Artist permission to subcontract all or any portion of the work described in this Agreement.
provided Artist are and shall remain responsible for all work of subcontractors and all work of subcontractors shall be governed by the terms of this Agreement.

15. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the Parties, subject to the provisions of Section 13 above.

16. **Notices.** All communications pertaining to this Agreement shall be addressed to the following representatives:

<table>
<thead>
<tr>
<th>City Representative:</th>
<th>Artist’s Representative:</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Sacramento</td>
<td>Joshua Leo Sofaer</td>
</tr>
<tr>
<td>Convention &amp; Cultural Services Dept.</td>
<td>65c Beak Street, London W1F 9SN</td>
</tr>
<tr>
<td>Attn: Donald Gensler</td>
<td>+44 (0) 7870 187 504</td>
</tr>
<tr>
<td>915 I Street, 3rd Floor</td>
<td><a href="mailto:joshua@joshuasofaer.com">joshua@joshuasofaer.com</a></td>
</tr>
<tr>
<td>(o) 916-808-8493</td>
<td>(m) 926-955-4564</td>
</tr>
<tr>
<td><a href="mailto:dgensler@cityofsacramento.org">dgensler@cityofsacramento.org</a></td>
<td></td>
</tr>
</tbody>
</table>

17. **Independent Contractor; Artist Not Agent.** Nothing in this Agreement shall be construed to create any relationship between the Parties other than that of licensor and licensee. Artist shall be independent contractors and no relationship of employer-employee shall exist between Artist and the City for any purpose whatsoever. Artist shall not be entitled to any benefits payable to employees of the City. Artist shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent or to bind City to any obligations whatsoever.

18. **Prevailing Wages.** If payment of the prevailing rate of wages is required, Artist and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically when and as required by City. Artist is responsible for compliance with Sacramento City Code section 3.60.180 and shall include these requirements in every subcontract or sub agreement. This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR), as specified in California Labor Code section 1771.4. Additionally, California Labor Code Section 1725.5 requires the Artist and all lower-tier subcontractors performing public works services to be currently registered with the California DIR, as specified in California Labor Code Section 1725.5. California Labor Code Section 1771.1 provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the California Public Contract Code), or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code Section 1725.5. Further information can be found on DIR’s website at http://www.dir.ca.gov/Public-Works/Contractors.html. The above summary is provided solely for informational purposes and does not in any way affect the Artist’s
and subcontractors’ obligation to comply in all respects with all other applicable laws and regulations. The Artist shall disseminate these provisions to every lower-tier subcontractor.

19. **Performance Made Impossible.** In the event it shall become impossible for Artist to complete installation of the Artwork because of force majeure, illness, death or injury, this Agreement may be terminated at the sole discretion of City. City shall thereafter have no obligation to make any additional or further payments to Artist, and Artist shall have no further or additional claims against City with respect to the Artwork or such portion thereof as may be completed or with respect to any matter whatsoever pertaining to, affected by, or embodied in this Agreement.

20. **Press Releases.** Artist shall not make any public information release in connection with services performed under this Agreement without the prior written permission of the City.

21. **Waiver.** City’s failure to insist on strict performance of this Agreement or to exercise any right or remedy upon breach of this Agreement will not constitute a waiver of the performance, right, or remedy. City’s waiver of a breach of any provision in this Agreement is not a continuing waiver or a waiver of any later breach of the same or any other provision. No waiver will be effective unless it is in writing and signed by the City.

22. **Severability.** In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or is rendered invalid by any provision of state or federal law, the remainder of this Agreement shall remain in full force and effect.

23. **Enforcement of Agreement.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or federal district court located in Sacramento County, California, and the Parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

24. **Interpretation.** The titles to the sections of this Agreement are for convenience only and shall have no effect upon the construction or interpretation of any part of this Agreement, and any rule of construction to the effect that ambiguities are to be resolved against the drafting parties shall not apply in the interpretation of this Agreement.

25. **Attorney Fees.** Except as required by Section 11 above, the Parties shall bear their own costs and attorneys’ fees incurred in connection with this Agreement.
26. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the City and Artist. It is not intended to benefit any third parties.

27. **Counterparts.** The Parties may sign this Agreement in counterparts, each of which is considered an original, but all of which constitute the same agreement. Facsimiles, pdfs, and photocopies of signature pages of the Agreement have the same binding effect as originals.

28. **Authority.** The person signing this Agreement for Artist represents and warrants that he/she has accessed and read all contract documents and is fully authorized to sign this Agreement on behalf of Artist and to bind Artist to the performance of the Agreement’s obligations.

29. **Entire Agreement.** This Agreement, which includes all attachments and all documents that are incorporated by reference, contains the entire agreement between the Parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by both Parties.

   [Signature Page Follows]
Executed as of the day and year first above stated.

ARTIST:

By: [Signature]

Name: Joshua Sopka

Title: ARTIST/DIRECTOR

103 6619


CITY OF SACRAMENTO:

By: [Signature]

Jody Ulich, Department Director
For: Howard Chan, City Manager

APPROVED AS TO FORM:

By: [Signature]

City Attorney

ATTEST:

By: [Signature]

City Clerk

Attachments:

Exhibit A    Scope of Services
Exhibit B    Fee Schedule
Exhibit C    Maintenance Plan
Exhibit D    Depiction of Artwork – Artist’s Proposal
Exhibit E    Location of Artwork Display
Exhibit F    Cities’ Agreement
Exhibit A  Scope of Services
1. **Artist's Completion of the Work.** Artist shall purchase, at Artist’s sole expense, all labor, supplies, materials, equipment and other items required to design, fabricate, deliver, and install an exterior artwork (“Artwork”) to the satisfaction of City and in substantial conformance with Artist’s Proposal. The Artwork shall be installed in highly visible locations as detailed in the Artist’s Proposal.

2. **Phases to be Completed by Artist.** Artist shall *not* commence performance of any Phase identified in this Exhibit A until Artist receives a written “Notice to Proceed” from the City for each Phase. All work shall be performed in accordance with the Project Schedule specified below. Artist shall complete the following phases:

   A. **Phase 1: Prep Work / Creation of Project to Launch.** After receipt of City’s Phase 1 Notice to Proceed, Artist shall deliver the following to City:

      a. A final project budget not to exceed the total amount specified in Exhibit B that includes all costs for the design, execution, fabrication, transportation, delivery, installation, insurance, contingencies, consultant fees and permits, and any other costs associated with the Work, based on conditions, City requirements, and laws and regulations in effect as of the date thereof, and the Artist’s fee.

      b. Artist, at City’s option, shall be available to present the Final Proposal, at one or more project meetings, to City staff, SMAC, or other individuals and organizations, as needed. Artist agrees to collaborate closely with City through in-person meetings and other necessary means of communication to thoroughly integrate the Final Proposal into the site locations.

      c. The City may approve, with minor changes, or disapprove the Final Proposal. In the event that the City disapproves the Final Proposal, or approves it with minor changes, the Artist, upon written notification by the City, shall respond to the changes in writing and submit up to two design modifications to the Final Proposal. Artist recognizes and agrees that the City will review the Final Proposal as revised and may make additional requests for changes regarding the revised Final Proposal.

      d. **Stage 1 Action Items Per Proposal:**

         1. Securing of sites to be named
2. Develop project identity  
3. Appoint designer  
4. Agree and finalize schedule  
5. Write project copy and competition rules  
6. Commission video teaser animation  
7. Video teaser animation delivered  
8. Marketing strategy in place  
9. Appoint workshop facilitators  
10. Plan outreach activities  
11. Create education pack  
12. Appoint judging panel  
13. Advance press release  
14. Appoint website developer  
15. Website development and soft launch

B. **Phase 2: Artwork Preparation / Competition Activated.** After receipt of City’s Phase 2 Notice to Proceed, Artist shall deliver the following to the City:

1. All Engineering and Construction Drawings as required by the City’s Permitting Division and other City departments.  
2. Estimates from suppliers and fabricators documenting expenses.  
3. Receipt of any required permits or other approvals.  
4. List of any subcontractors that Artist intends to utilize. City shall approve the list of subcontractors, and any changes to the approved list of subcontractors must be approved in writing by City.  
5. Artist will provide the City one (1) drawing of the proposed Work before completion of this phase.  
6. A Final Design Proposal ("Final Proposal") for the Work in substantial conformance with the conceptual Design Proposal attached hereto as Exhibit D. The Final Design Proposal shall include:  
   a. Details and location of the Work including an indication of form, scale and proposed materials.  
   b. A detailed written description of the fabrication and installation methods ("Installation Specification").
c. A detailed fabrication and installation schedule ("Installation Schedule"), describing Artist’s specific timelines for completing the Work, including design, fabrication and installation.

(7) Stage 2 Action Items Per Proposal:
1. Launch of competition
2. Distribution of Fliers
3. Distribute education pack
4. Press activity / photo opportunity
5. Education and outreach Program
6. Website active
7. Monitor submissions
8. Competition closes

(8) Phase 3: Complete Permitting and Preparations for Artwork Fabrication / Judging and Preparation. After receipt of City’s Phase 3 Notice to Proceed, Artist shall deliver the following to the City:

a. Complete permitting necessary for installation of Artwork, in accordance with all Final Proposal drawings and Construction Drawings approved by the City.

b. Any material change in the scope, design, color, size, material or texture of the Work from the Final Proposal must be approved in writing by City before commencement of fabrication.

c. City shall have the right to view the Artist’s Work in progress, at a mutually agreeable time. This phase will not be complete until City approves permitting completion in writing, to City’s reasonable satisfaction.

d. Stage 3 Action Items Per Proposal:
1. Website update
2. Shortlist submissions
3. Judging process
4. Check and notify winners
5. Develop naming design
6. Off-site sign build

(9) Phase 4: Fabrication of Artwork / Publication. After receipt of City’s Phase 4 Notice to Proceed, Artist shall deliver the following to the City:

a. Initiate and complete off-site fabrication of Artwork in accordance with the Artwork design approved by the City.
b. Artist is responsible for all costs for fabrication including structural support, footing, or base required for the Artwork.

c. Stage 4 Action Items Per Proposal:
   1. Edit publication
   2. Work with designer
   3. Publication Delivered

(10) **Phase 5: 100% Fabrication and Installation of Artwork / Opening.** After receipt of City’s Phase 5 Notice to Proceed, Artist shall deliver to the City the following:

a. Artist will install the Artwork at the specific location as described in the Final Proposal and in accordance with the installation methods approved by the City.

b. Artist is responsible for the cost and installation of any lighting and any structural support, footing, or base required for the Work.

c. Artist shall provide City with a written list of the workers, vehicles, and equipment to be involved in installation at least 15 days in advance of installation.

d. Artist shall at all times perform the installation in such a manner that it shall not constitute a private or public nuisance.

e. Artist’s installation shall not cause damage or destruction to facilities, equipment or other property of the City or adjoining property owners, and Artist shall reimburse City for any such damage or destruction.

f. Upon completion of installation, Artist shall restore the installation site, as specified in Section 5(A) of the Agreement. This phase will not be complete until City approves the installation in writing, to City’s reasonable satisfaction.

g. Stage 5 Action Items Per Proposal:
   1. Installation of naming signs
   2. Named docks are opened with party
   3. Publication distributed
   4. Tours / photo and press opportunities

(11) **Phase 6: Maintenance / Deinstallation.** After receipt of City’s Phase 6 Notice to Proceed, Artist shall complete the Maintenance Report attached hereto as Exhibit C, and submit 20 high resolution digital images of the fabrication and installation of the Artwork, and the completed Artwork to City. Artist will submit proof of all Final and Special Inspection documents. If requested by the City, Artist will deliver one Public
Lecture regarding the Artwork within one year of installation on a date and under conditions to be mutually determined by the Artist and City Representative. Upon written notice by the City, Artist will deinstall the Artwork at a mutually agreed upon date no less than 6 months after installation but no longer than 1 year after installation.

3. **Project Schedule.** Artist must complete the above-mentioned Phases within the Project Schedule specified below unless the Parties agree to modify this schedule through a written amendment to this Agreement.

<table>
<thead>
<tr>
<th>Phase</th>
<th>Start</th>
<th>Finish</th>
<th>Anticipated Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Upon receipt of City’s Phase 1 Notice to Proceed</td>
<td>1 month after receipt of City’s Notice to Proceed</td>
<td>March 15, 2019</td>
</tr>
<tr>
<td>2</td>
<td>Upon receipt of City’s Phase 2 Notice to Proceed</td>
<td>2 months after City approval of Phase 1</td>
<td>May 15, 2019</td>
</tr>
<tr>
<td>3</td>
<td>Upon receipt of City’s Phase 3 Notice to Proceed</td>
<td>2 months after City approval of Phase 2</td>
<td>July 15, 2019</td>
</tr>
<tr>
<td>4</td>
<td>Upon receipt of City’s Phase 4 Notice to Proceed</td>
<td>2 months after City approval of Phase 3</td>
<td>September 15, 2019</td>
</tr>
<tr>
<td>5</td>
<td>Upon receipt of City’s Phase 5 Notice to Proceed</td>
<td>1 month after City approval of Phase 4</td>
<td>October 15, 2019</td>
</tr>
<tr>
<td>6</td>
<td>Upon receipt of City’s Phase 6 Notice to Proceed</td>
<td>2 months after City approval of Phase 5</td>
<td>December 15, 2019</td>
</tr>
</tbody>
</table>
1. **Artist’s Compensation.** The total of all fees paid to Artist for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the “Services”), shall not exceed the total sum of $125,000. In the event Artist incurs costs in excess of this not-to-exceed amount, Artist shall pay such excess from Artist’s own funds. City shall not be required to pay any part of such excess and Artist shall not have any claim against City on account of any cost overruns. If, after City issues the Notice to Proceed with fabrication of the Artwork as set forth in Exhibit A, City approves any modification of the Design Proposal or Construction Drawings which results in cost savings such as, but not limited to, the deletion of an element of the Artwork, the substitution of lesser quality, quantity and/or cost materials with no offsetting upgrade of other materials, or the reduction in the Artwork’s size, the cost savings attributable to the modification will not be paid to the Artist.

2. **Fee Schedule.** Artist shall be paid for the performance of the Services according to the following fee schedule:

<table>
<thead>
<tr>
<th>Services Performed</th>
<th>Amount of Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Execution of Agreement by both Parties</td>
<td>$55,000</td>
</tr>
<tr>
<td>City’s written approval of Phase 3</td>
<td>$55,000</td>
</tr>
<tr>
<td>City’s written approval of Phase 5</td>
<td>$10,000</td>
</tr>
<tr>
<td>City’s written approval of Phase 6</td>
<td>$5000</td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td><strong>$125,000</strong></td>
</tr>
</tbody>
</table>

3. **Payments to Artist.** Payments to Artist shall be made within a reasonable time after City’s receipt of Artist’s invoices. Except for the initial payment upon execution of the Agreement, all payments will be made to Artist after City’s written approval of each Phase. Artist shall be responsible for the cost of supplying all documentation necessary to verify the billings to the satisfaction of City. All invoices must contain an itemized description of the services performed under that invoice. No payment shall be made if Artist is in default of this Agreement or if any Phase is not completed to the satisfaction of City. City shall be the sole determiner of when a Phase has been completed to its satisfaction. All invoices shall be emailed to the City Representative identified in Section 16 of the Agreement. Artist agrees that City has no obligations regarding commissions or any agreements with galleries or agents with whom Artist may have contracted, and City is not responsible for paying sales tax.

4. **Additional Services.** Additional Services are those services related to the
scope of services of Artist set forth in Exhibit A but not anticipated at the
time of execution of this Agreement. Additional Services shall be provided
only when an amendment authorizing the Additional Services is approved
by City in accordance with City’s amendment procedures. City reserves the
right to perform any Additional Services with its own staff or to retain
other consultants to perform the Additional Services.

5. **Accounting Records of Artist.** During performance of this Agreement and
for a period of three (3) years after completing all Services and Additional
Services hereunder, Artist shall maintain all accounting and financial
records related to this Agreement, including, but not limited to, records
of Artist’s costs for all Services and Additional Services performed under
this Agreement, in accordance with generally accepted accounting
practices, and shall keep and make the records available for inspection
and audit by representatives of the City upon reasonable written notice.

6. **Taxes.** Artist shall pay, when and as due, any and all taxes incurred as
a result of Artist’s compensation hereunder, including estimated taxes,
and shall provide City with proof of the payment upon request. Artist
hereby agrees to indemnify City for any claims, losses, costs, fees,
liabilities, damages or injuries suffered by City arising out of Artist’s breach
of this Section 6.
EXHIBIT C
MAINTENANCE REPORT

Artist: ________________________________

Address: ________________________________

Home Phone: __________________ Work Phone: __________________

Studio Phone: __________________

1. Title of the Artwork: __________________

2. Medium or material: __________________

3. Edition information, if applicable:

4. Date and place executed:

5. Collaborating artist(s), if applicable:

6. Maker(s) other than Artist (fabricators, technicians), if applicable. Include names, addresses, phone numbers and element worked on.

7. Location of signature and copyright mark, if it occurs.

8. Exhibitions pertaining only to the above-named work, if any.

9. Published reviews or articles concerning the above named work.

10. Dimensions (please measure in both inches and centimeters; record height first, then width, then depth if needed or diameter; if a work is irregular or circular in shape, state as such in parenthesis; if work involves multiple
pieces, measure the significant parts as well as the whole; measure the work separately from the frame or pedestal; include the dimensions of the frame or pedestal.)

11. Materials used in the execution of the Artwork (be technical and specific).

12. Technique or construction methods used in the execution of the Artwork (attach fabrication drawings, if necessary).

13. Material finish on the Artwork (glaze, paint color and type, sanding, grit, tool pattern, patina, surface sealer, etc.

14. Foundation/installation structure (include armature bolt/pin size, grout, etc.).

15. Handling instructions.

16. Artist’s statement about the Artwork (concept, message, relationship to site, etc.).

17. Describe recommended general routine maintenance and care for the Artwork (cleaning agent(s), procedure(s) timetable, etc.).

18. Special handling and/or storage instructions.

19. Special cautions or concerns regarding the Artwork.

20. Packing, shipping or storage instructions (should the need arise).
Exhibit D  Depiction of Artwork – Artist’s Proposal
River Crossing
Sacramento and West Sacramento Temporary Public Art Project

A proposal by Joshua Sofaer

The letter ‘K’ from the international maritime signal flag alphabet. As a single flag it represents the message: “I wish to communicate with you.”
Your chance to name a part of the city after someone that is important to you.

Floating Sidewalk is a mass participation event across Sacramento and West Sacramento that invites members of the public to nominate someone meaningful to them (with a focus on ordinary citizens that have made an impact on their friends and family) to become the name of the public dock in their city. It engages the public in a discussion of citizenship and belonging, encouraging people to have a sense that the city is theirs, that they can change the fabric of the city, and that they themselves are the future and the legacy of the city.

The principal asset at work here is the people of Sacramento and West Sacramento themselves, who live in one overall urban area with the river at the core.

At the same time, as the project title indicates, Floating Sidewalk wants to bring attention to the amazing resource of the riverfront and especially the underused public docks which act as floating paved pathways for pedestrians.
1. Public Call
This is the chance to nominate someone who will become the new name of the public dock in Sacramento or West Sacramento. Members of the public submit their nominations as a 'name' and a 'reason' (in under 250 words).

The call for nominations is solicited INDIRECTLY through:
- social media
- broadcast media
- website
- television
- fliers
- print
- newspapers and magazines

The call for nominations is solicited DIRECTLY through:
- workshops
- ambassadors
- inviting digital submissions
- inviting paper submissions

2. Selection
A panel made up of individuals from civic, community, and partner organisations from Sacramento and West Sacramento select 2 winners.

- Sacramento
  - Old Sacramento Public Dock is renamed

- West Sacramento
  - Raley’s Dock is renamed

3. Celebration
To celebrate the process 3 initiatives take place.

- installation
  - sculptural lightboxes using graphics from international maritime signal flags spell out names

- publication
  - brings together shortlisted entries

- party
  - brings together nominators, nominees, their friends and family, with project partners
Sacramento
The proposal to rename the public dock and install temporary sculptural signage has been tested with the Vice Mayoral Office. District 4 Representative Samantha Minor felt the project would attract widespread support. Although officially named ‘Old Sacramento Public Dock’, the name is not commonly known, nor is the dock necessarily understood as a public walkway. (On Google Earth for example, it is simply referred to as ‘Riverfront Dock’.)

Samantha Minor was able to talk with Jody Ulich, Director of Convention and Cultural Services, who oversees Old Sacramento, as well the City Historian Marcia Eymann. They did not see any prohibitive issues with naming the dock. In addition they did not see any problem with a temporary installation on the dock as long as no damage was caused.

West Sacramento
At a meeting with Katy Jacobson, Community Investment Manager, the plans for the refurbishment of Raley’s Dock on the West Side of Sacramento River were confirmed. The structure has been designed and the drawings are available for consultation. This project has been agreed and will go ahead. The dock will be completed by November 2019.

Katy Jacobson has explored the possibility of naming rights in relation to the refurbished dock but no agreements or decisions have been made. She indicated that the process of naming the new dock is within her remit and authority and that she would be sympathetic to a process of naming through public call.

Naming in the USA
The commercial exploitation of naming rights in the USA is commonplace. Opportunities are often sold to the highest bidder, meaning those who leave their name as a legacy to the city infrastructure are often only the wealthy.

Similarly the idea of ‘greatness’ worthy of civic acknowledgment is often only accorded to those who have already achieved fame in connection with their professional career.

Historical place names and monuments are also highly contested in contemporary USA. The debates about Confederate statues and street names beg us to consider new ways of thinking about how we understand civic honors.

Floating Sidewalk wants to acknowledge the aggressively ordinary: the beloved grandma, the best school friend, the schoolteacher who went beyond what was expected of her. In offering these individuals the chance to have an important part of the city infrastructure named after them, the project wants to acknowledge the greatness in everyday relationships and in acts of personal kindness.
International Maritime Signal Flags are a series of graphic representations used in nautical contexts. Each flag represents a letter of the alphabet and they are used to spell out messages. Individual flags also have specific and standard meanings.
Double-sided lightboxes will spell out the names of each of the new public docks in Sacramento and West Sacramento. The installation will vary according to the length and spelling of the chosen names. (North American names have an average of 6 letters in both first and last names.) There are a number of ways in which the lightboxes could be mounted to the docks. For this impression, steel posts are used. The boxes could also be suspended, or even rest at ground level. The final mounting will be decided in conjunction with an engineer and the two cities.
The lightboxes will be made from aluminum framed acrylic, with external rated LED fittings. Each letter unit lightbox measures 100x30cm (39.4”x11.8”). At this scale a 6 letter first name and 6 letter last name would give an overall width of about 17 meters (55.8ft).

The lightboxes will be double-sided, giving a second opportunity to spell out the name, the name backwards, something different altogether (a ‘greeting’ for example) or just to be seen as a series of graphic symbols. This will depend on the names selected.

There are multiple sites along both docks that could house the installation. The current proposal is that they face each other across the water, literally signaling their presence to the opposite shore.
Impression of how the lightboxes would look on the newly named Sacramento public dock.
Impression of how the lightboxes would look on the newly named West Sacramento public dock. (The dock itself is given in sketch form, as it is not yet built.)
**Potential Partner Organizations | Workshops**

In terms of engaging public participation and nominations, the idea would be to offer the project to partner organizations within the two cities, for them to use as part of their ongoing public program. For example:

California Museum runs the Unity Center, an amazing resource that engages in themes of civic responsibility and personal identity, themes that coincide with those of Floating Sidewalk. Nomination forms could be offered to school groups who come to use the center. californiamuseum.org

Nominations could also form part of the ongoing education work of organizations such as:

- Sol Collective solcollective.org
- The Brick House thebrickhouseartgallery.com
- Sojourner Truth African Heritage Museum www.sojoartsmuseum.org
- Sacramento History Museum sachistorymuseum.org
- West Sacramento Historical Society westsachistoricalsociety.org
- California State Library www.library.ca.gov
- The Crocker Art Museum www.crockerart.org

**Media Partner**

The value of a media partner is to promote the call for nominations to the widest possible contingency. It is also a way to share human-interest stories of those nominated, a portrait of the people.

Potential media partners include:

- SN&R (Free publication)
- SubMerge (Free publication)
- SacMag (Free publication)
- The Sacramento Bee
- West Sac Works (Free publication)
- West Sacramento News (Free publication)

**Project Management**

Joshua Sofaer is ‘hands-on’ in the delivery of his work and would be supported by an on-the-ground Project Manager. Aida Lizalde* is an artist, curator and project manager based in Sacramento. She is well connected to local community and cultural groups, and ideally positioned to assist the project.

*Aida Lizalde received her Bachelors in Arts in Studio Arts and a minor in Art History from the University of California, Davis. Her professional experience includes working at both commercial galleries, and non-profit art institutions including Axis Gallery, Alex Bult Gallery, Verge Center for the Arts, and the Manetti Shrem Museum. Her writing and curatorial experience is based on the online platform of Placeholder Magazine where she has published over a dozen artist features and interviews supporting local and regional artists in the Delta region of California.
### Artist Name
Joshua Sofaer

### Project Title
Floating Sidewalk

#### Personnel
- **Artist Fee (Joshua Sofaer 45 days x $450)** $20,250
- **Project Management (Aida Lizalde 52 x $231)** $12,012
- **Legal (Competition Rules)** $1,200

#### Design and Production
- **Design** $10,250
- **Engineering** $2,000
- **Fabrication Materials** $15,000
- **Fabrication Labor** $15,000
- **Installation** $10,000
- **Deinstallation** $5,000

#### Operations
- **Event Costs** $4,500
- **Maintenance** $2,800
- **Insurances** $1,200
- **Accounting (Compliance)** $1,200
- **Travel, Accommodation, Per Diems** $7,638

#### Communications
- **Media Relations** $300
- **Marketing** $6,050
- **Documentation** $1,000

#### Audience Outreach
- **Public Programs** $5,000
- **Community Engagement** $4,600

**TOTAL PROJECT EXPENSES** $125,000
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Floating Sidewalk | Joshua Sofaer | Timeline
## River Crossing | Floating Sidewalk
### Joshua Sofaer | Budget Breakdown

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<th>Units</th>
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<tr>
<td>Fabrication Materials (acrylic / aluminium / LED / steel)</td>
<td>1</td>
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<td>Fabrication Labor</td>
<td>1</td>
<td>$15,000</td>
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<tr>
<td>Installation</td>
<td>1</td>
<td>$10,000</td>
<td>$10,000</td>
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<tr>
<td>Insurances</td>
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<td>$1,200</td>
<td>$1,200</td>
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<td><strong>$52,530</strong></td>
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<tr>
<th>Stage 4: Publication</th>
<th>Units</th>
<th>Per Unit</th>
<th>Budget</th>
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<tr>
<td>Joshua Sofaer Projects Fee</td>
<td>3</td>
<td>$450</td>
<td>$1,350</td>
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<tr>
<td>Aida Lizalde Project Manager Fee</td>
<td>2</td>
<td>$231</td>
<td>$462</td>
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<tr>
<td>Essay commissions</td>
<td>2</td>
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<tr>
<td>Design Fee</td>
<td>1</td>
<td>$2,000</td>
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<tr>
<td>Printing</td>
<td>1</td>
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<tr>
<td>Distribution</td>
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<td><strong>$8,312</strong></td>
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Total Budget: **$82,738**
### Stage 5: Opening

<table>
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<tr>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>Joshua Sofaer Projects Fee</td>
<td>7</td>
<td>$450</td>
<td>$3,150</td>
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<tr>
<td>Joshua Sofaer London-St Sacramento Travel</td>
<td>1</td>
<td>$750</td>
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<tr>
<td>Joshua Sofaer Accommodation</td>
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<td>$120</td>
<td>$840</td>
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<td>Joshua Sofaer Per Diems</td>
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<td>$280</td>
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<td>Aida Lizalde Project Manager Fee</td>
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<td>$231</td>
<td>$2,310</td>
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<td>Travel for winners to launch event</td>
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<td>$29</td>
<td>$58</td>
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<td>Documentation Photography</td>
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<td>Opening Event (Riverfront Party)</td>
<td>1</td>
<td>$4,500</td>
<td>$4,500</td>
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**Subtotal** $12,888

### Stage 6: Maintenance | Deinstallation

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
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</thead>
<tbody>
<tr>
<td>Joshua Sofaer Projects Fee</td>
<td>1</td>
<td>$450</td>
<td>$450</td>
</tr>
<tr>
<td>Aida Lizalde Project Manager Fee</td>
<td>4</td>
<td>$231</td>
<td>$924</td>
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<tr>
<td>Maintenance of Lightboxes ($300/m x 6 months)</td>
<td>6</td>
<td>$300</td>
<td>$1,800</td>
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<tr>
<td>Deinstallation</td>
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<td>Accounting Compliance</td>
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**Subtotal** $9,374

**Total (before contingency)** $125,000

- SMAC Retained Contingency: $10,000
- SMAC Marketing Budget: $5,000
- SMAC Unforseen Costs: $10,000

**GRAND TOTAL** $150,000
Exhibit E – Proposed Location of Artwork Display
Exhibit F Cities’ Agreement
AGREEMENT BETWEEN CITY OF SACRAMENTO
AND CITY OF WEST SACRAMENTO FOR
RIVER CROSSING ART PROJECT

This Agreement is made at Sacramento, California as of 12/20, 2016, for purposes of identification only, by and between the City of Sacramento, a municipal corporation ("Sacramento"), and the City of West Sacramento, a municipal corporation ("West Sacramento"). Sacramento and West Sacramento may be referred to collectively as “Cities” or in the singular as City,” as the context requires. This Agreement is effective on the date both parties have signed it, as indicated by the dates in the signature blocks below.

BACKGROUND

A. In February 2015, West Sacramento City Council adopted a Sustainable Community Strategy for the Washington District ("Washington Realized") that includes a master plan for recreation and art, establishing public art as an essential feature to address sustainability objectives.

B. The cities of West Sacramento and Sacramento, in partnership with the Crocker Art Museum were awarded a National Endowment for the Arts ("NEA") Our Town Program grant of $125,000 ("Grant") in July 2015 to develop a master art plan for public art and arts experiences that will connect the two Cities along a portion of the Sacramento River and to install two artworks on either side of the Sacramento River (hereinafter referred to as the “River Crossing Art Project” or “Project”).

C. The Project will connect downtown Sacramento and the Washington District of West Sacramento by creating pedestrian-friendly art pathways linking art, entertainment, employment and recreation with new residential development along the Sacramento riverfront. The culmination of the Project will be artist selection and installation of works of public art, strategically-situated on both sides of the Sacramento River, highlighting the shared vision of the Project.

D. The Grant requires a one-to-one match. Accordingly, Sacramento and West Sacramento will each contribute $62,500 towards the Project. Sacramento will receive all Grant funds, manage the Project, and make all expenditures for the Project, including contracting with any third party consultants as necessary. Sacramento will invoice West Sacramento for West Sacramento’s share of the Project costs. NEA will disperse Grant funds up to $125,000 to Sacramento following proof of eligible expenditures made by Sacramento for the Project.

E. It is anticipated that West Sacramento’s share of the Project costs will go towards completing public engagement and an implementation plan including curating, siting, and art acquisition strategies for the Washington District and along Tower Bridge Gateway.

F. Sacramento and West Sacramento have agreed to share equally in the costs of the Project that are not eligible for reimbursement by NEA, and both Cities are willing to undertake the Project pursuant to the terms and conditions of this Agreement.
G. Sacramento and West Sacramento desire to maximize the NEA reimbursement for all Project expenses.

NOW, THEREFORE, in consideration of the facts in the foregoing background, Sacramento and West Sacramento agree as follows:

1. **Project Management.** Sacramento will receive all Grant funds and will manage the Project through completion, including but not limited to management of all expenditures for the Project. Sacramento shall be responsible for entering into all consultant agreements and any supplemental agreements required for the consultant work. After Project expenditures are made, Sacramento will invoice West Sacramento for West Sacramento's share of the Project costs. NEA will disperse Grant funds up to $125,000 to Sacramento following proof of eligible expenditures made by Sacramento for the Project. Sacramento shall keep West Sacramento informed of the Project status, and Sacramento will endeavor to maximize NEA reimbursement for Project expenditures.

2. **Project Costs.** The total sum for the Project shall not exceed $250,000 unless the Cities agree to amend this amount by mutual written agreement. All consultant, art acquisition, and other Project costs that are not reimbursed by NEA (hereinafter referred to as "Local Costs") will be equally shared by Sacramento and West Sacramento. It is estimated that the total Local Costs shall be $125,000. Each City will pay no more than $62,500 towards their share of the combined Local Costs estimated for the Project unless this amount is modified by mutual written agreement between the Cities.

3. **Invoicing.** Invoicing for Project costs shall be completed as follows:

   a. Sacramento will invoice West Sacramento every 3-6 months for one-half the Local Costs incurred beginning May 1, 2016. Local Costs are all expenses incurred for the Project that are not eligible for reimbursement from NEA, including but not limited to, staff charges from both Cities, consultant invoices, and other Project related costs. Supporting documentation for reimbursement will be provided by Sacramento with each invoice. West Sacramento shall make payments to Sacramento within a reasonable time after receipt of Sacramento's invoice. All payments shall be made to the address specified below in Section 9.

   b. Following expenditures for the Project, Sacramento will invoice the NEA Our Town Grant Program for all Project expenses eligible for funding under the Our Town Grant Program guidelines. Supporting documentation will be provided to NEA pursuant to the requirements of the Our Town Grant Program.

4. **Termination; Modification.** The Cities may terminate or modify the terms and conditions of this Agreement only by written termination or amendment to this Agreement signed by both Cities. This Agreement shall remain in effect until it is terminated in writing by the Cities. Either City may terminate this Agreement in the event of a material breach by the other City. The City alleging the breach shall give written notice thereof to the City in breach, and the Agreement shall terminate unless the breach is cured within thirty (30) days of the date of such notice.

5. **Indemnity.**
a. Sacramento shall defend, indemnify and hold harmless West Sacramento, its officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees (hereinafter "Liabilities"), arising out of or resulting from Sacramento's performance of the Agreement to the extent caused in whole or in part by the negligent or intentional acts or omissions of Sacramento, its City Council, officers, directors, agents, employees, volunteers or contractors.

b. West Sacramento shall defend, indemnify and hold harmless Sacramento, its officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees (hereinafter "Liabilities"), arising out of or resulting from West Sacramento's performance of the Agreement to the extent caused in whole or in part by the negligent or intentional acts or omissions of West Sacramento, its City Council, officers, directors, agents, employees, volunteers or contractors.

c. Where it is determined that action or inaction by both Cities contributed to any Liabilities, principles of comparative fault will be followed and each City shall bear the proportionate cost of any damage attributable to the fault of that City, its officers, directors, agents, employees, volunteers, or contractors.

6. **Attorney Fees.** If any proceeding, judicial or otherwise, is brought to enforce the terms of this Agreement, each City shall bear its own attorney's fees and costs incurred in prosecuting or defending such proceedings.

7. **Insurance.** Each City, at its sole cost and expense, shall carry insurance, or self-insure, its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers' compensation and business automobile liability adequate to cover its potential liabilities hereunder. Each City agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages. Sacramento shall require that consultants hired to perform work on the Project provide insurance appropriate for the Project, including but not limited to, professional liability insurance when appropriate. The contractor's insurance shall name Sacramento and West Sacramento as additional insureds and shall provide that insurance or self-insurance maintained by Sacramento or West Sacramento shall be in excess of the contractor's insurance and shall not contribute with it.

8. **Entire Agreement.** This Agreement represents the entire agreement of the Cities relating to the subjects covered by this Agreement. No oral or written statement, representation, understanding or agreement not included within this Agreement shall be of any force or effect whatsoever, and shall be deemed to have been superseded by the terms hereof.

9. **Notices.** All notices and other communications under this Agreement must be in writing and will be deemed to have been given (i) on the date of delivery if delivered personally to the City to whom notice is given, or (ii) at the earlier of actual receipt or the second business day following deposit in the United States mail, postage prepaid. Either City may change its person designated to receive notice or its address from time to time.
by giving written notice to the other City. Notices and other communications will be directed to the Cities at the following addresses:

**SACRAMENTO:**

Sacramento Metropolitan Arts Commission  
1030 15th Street, Suite 240  
Sacramento, CA 95814  
ATTN: Executive Director

**WEST SACRAMENTO:**

Economic Development and Housing Department  
1110 West Capitol Avenue, 1st Floor  
West Sacramento, CA 95691  
ATTN: Katy Jacobson, Community Investment Manager

10. **Waiver.** No failure or delay by either City in exercising any right, power or remedy will operate as a waiver of that right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving City. If either City waives any right, power or remedy, the waiver will not waive any successive or other right, power or remedy the City may have under this Agreement.

11. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or federal district court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

12. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

[Signature Page Follows]
CITY OF SACRAMENTO:

By: 
Jody Ulioti, Director, Convention and Cultural Services Department 
For: 

Date: 12-15-16

APPROVED AS TO FORM:

[Signature]
Deputy City Attorney, City of Sacramento

ATTEST:

[Signature] 12-21-2016
City Clerk, City of Sacramento

CITY OF WEST SACRAMENTO:

By: 
Martin Tuttle, City Manager

Date: 12-7-16

APPROVED AS TO FORM:

[Signature] 
City Attorney, City of West Sacramento

ATTEST:

[Signature] 
City Clerk, City of West Sacramento