



REQUEST FOR PROPOSAL (RFP)

Public Art Conservation & Maintenance Services

GENERAL INFORMATION

The City of Pleasanton seeks to enter into a contract with a qualified individual or business capable of working closely with the Community Services Manager, Civic Arts to plan and coordinate conservation and maintenance services for the City's Public Art Collection. Scheduling regular and ongoing maintenance of the works that comprise the City's Public Art Collection, coordinating with contractors and vendors to facilitate conservation and assisting with new projects are all important aspects of this contract. The contractor must be familiar with art handling and transport techniques, guidelines for conservation and repair methods, materials and engineering of large works. No professional Contractor's Licenses will be required.

Background

The Civic Arts division is under the purview of the City's Community Services Department and is responsible for a wide variety of arts-related programs including the development of publicly and privately funded public art projects, art classes, performing arts, free-Shakespeare-in-the-park summer productions, art exhibits, the management of the Amador Theatre, a 600-seat proscenium theatre with a fly system and management of the Firehouse Arts Center which contains a 227 seat black box theatre, an art studio, classroom, and 2,000 sq ft art gallery.

By the end of 2018 the City's Public Art Collection will contain 41 pieces and 20 painted utility boxes. The collection is continually growing. In 2019 alone, it is projected the collection will receive at least one additional sculpture and 2-3 additional painted utility boxes. A list of current pieces in the collection is contained in *Appendix A – City of Pleasanton Public Artworks*.

Services Required

Services required of the selected individual or business includes, but is not limited to, the following:

- Duties outlined in *Appendix B – Required Services*.

SUBMITTAL REQUIREMENTS

Submit a packet, containing the following materials:

1. **Proposal.** Describe your proposed approach to conducting the work described in *Appendix B- Required Services*.
2. **Schedule and Fee.** Provide a schedule identifying key implementation points. Provide a detailed budget with tasks, hours to complete, an hourly rate, and clearly state total fee.
3. **Experience.** Please explain your qualifications to perform the services described in this RFP. Provide resumes and any other information on previous related experience.
4. **Professional References.** Provide at least three references with complete contact information.

A Professional Service Agreement and insurance coverage for business auto liability at a minimum of \$1,000,000 will be required of selected conservator or team.

SELECTION PROCESS

All proposals received by the **May 25, 2018** deadline will be reviewed and given full consideration. Proposals determined to represent the best qualifications, demonstrated competence, experience and response to specific proposal elements identified in the RFP will be selected as a finalist, or finalists if warranted, and invited to an interview with a City Selection Committee.

Please note that it is the desire of the City of Pleasanton to enter into a one-year contract (City of Pleasanton Services Agreement) with the successful organization(s)/company(s), with the option to renew the contract for four (4) additional one (1) year terms.

PROPOSAL SUBMITTAL DEADLINE

One (1) sealed copy of your Qualifications and Proposal are due to the City of Pleasanton on or before **2:00pm on Friday, May 25, 2018**. Postmarks are not accepted. Proposals must be submitted or delivered to the following address:

City Clerk's Office
P.O. Box 520 (if mailing)
123 Main Street (if delivering)
Pleasanton, CA 94566

City Contact

For questions regarding this RFP, the project itself, and/or the City of Pleasanton Services Agreement, please contact:

Michele Crose, Civic Arts Manager
City of Pleasanton, Community Services Department
P.O. Box 520
Pleasanton, CA 94566

Phone: (925) 931-5347

Email: mcrose@cityofpleasantonca.gov

Appendix A
City of Pleasanton Public Art Works

<u>Access ion Plate No.</u>	<u>Artist</u>	<u>Title of Artwork</u>	<u>Location</u>	<u>Year Acquired</u>
1.	Joseph Anthony McDonnell	<i>The Yak</i>	Centennial Community Park	1981
2.	Joseph Anthony McDonnell	<i>Sing a Song of Sixpence</i>	Centennial Community Park	1981
M1	Augustin Vargas Velasco	<i>Tulancingo/Pleasanton Mural</i>	200 Old Bernal St.	1985
3.	Guillermo Wagner Granizo	<i>Pleasanton Centennial</i>	Civic Park	1994
4.	Diana Pumpelly Bates	<i>Albus</i>	Centennial Community Park	1998
5.	Dennis Smith	<i>Girl Reading</i>	Pleasanton Library	1989
6.	Dennis Smith	<i>Once upon a Time</i>	Pleasanton Library	1999
7.	Laurel True	<i>Pat's Bench</i>	Kottinger Community Park	2000
8.	Yoshio Taylor	<i>Leap</i>	Pleasanton Library	2001
9.	William Ware	<i>Swimming Through Air</i>	Dolores Bengtson Aquatic Center	2001
10.	Ann Chamberlain	Various works: <i>Topographis, Diseño, Pear Blossoms, Skeletal Arch, Alviso Adobe Trellis</i>	Val Vista Community Park	2004
11.	Bob Graham	<i>Keep Smiling!</i>	Main Street Green	2005

12.	Dmitry Grudski	<i>Ryan's Bench</i>	Val Vista Community Park	2005
13.	W. Stanley Proctor	<i>Poppies</i>	Veterans Memorial Hall	2007
14.	2008-09 Pleasanton Leadership Academy Graduates	<i>Vision³</i>	City Hall, 123 Main Street	2010
15.	Gary Lee Price	<i>Monet's Bench</i>	Firehouse Arts Center	2010
16.	Jill Turman	<i>Chorus</i>	Firehouse Arts Center	2010
17.	Jill Turman	<i>By the Letter</i>	Firehouse Arts Center	2010
18.	Martin Donlin	<i>Firehouse Red</i>	Firehouse Arts Center	2010
19.	Martin Donlin	<i>Firehouse Blue</i>	Firehouse Arts Center	2010
20.	Jon Seeman	<i>Spiral Motion III</i>	Firehouse Arts Center	2010
21.	Dominic Benhura	<i>Joyful Play</i>	Chase Bank, Main Street	2011
22.	Jill Turman	<i>Spiral</i>	Firehouse Arts Center	2011
23.	Jill Turman	<i>Entwine</i>	Firehouse Arts Center	2011
24.	Susan Dannenfeler	<i>Inhabited Waterways</i>	Gingerbread Preschool	2011
25.	Greg Hawthorne	<i>Dancers</i>	Firehouse Arts Center	2011
26.	Carol Dunford-Jackman	<i>Special Friends</i>	Main Street at Civic Park	2011

27.	James Hunolt	<i>Eternity</i>	Firehouse Arts Center	2011
28.	Jack Storms	<i>Firehouse Crystal Bell</i>	Firehouse Arts Center	2011
29.	Greg Hawthorne	<i>Windsong</i>	Centennial Community Park	2012
30.	Angela Mia De la Vega	<i>Joyful Empowerment</i>	Museum on Main Street	2013
31.	Max DeMoss	<i>Comet</i>	Firehouse Arts Center	2013
32.	Barbara Stanton	<i>Pleasanton Founders</i>	608 Main Street	2014
33.	Kevin Box	<i>Rock, Paper, Scissors</i>	777 Peters St.	2014
34.	Marty Goldstein	<i>Pennington and Sylvester</i>	3670 Nevada St.	2014
35.	Jane Dedecker	<i>On the Count of Three</i>	Pleasanton Library	2015
36.	Dale Rogers	<i>Goldy</i>	3670 Nevada St.	2015
37.	Guillermo Wagner Granizo	<i>Self Portrait</i>	Civic Park	2016
38.	Ron Petitt	<i>Veterans Memorial</i>	Pioneer Cemetery	2016
39.	Jon Seeman	<i>Arc Suspension</i>	Cultural Arts Center	2017
40.	Dale Rogers	<i>American Dog</i>	Cubby's Dog Park	2017
41.	Mark Shawver	<i>Live Well, Be Well</i>	Kaiser Permanente	2018
42.	TBD		Bernal Oak Woodland	2018-2019
Traffic Boxes				
T1.	Irma Grant	<i>Children At Play</i>	First St/Neal St	2015

T2.	Tatiana Salvator	<i>I Love Pleasanton</i>	Ray St./First St	2015
T3.	Chinar Desai	<i>P-Town, Me-Town</i>	Main St./St. John St	2015
T4.	Mehdia Zaidi	<i>The Nature of Pleasanton</i>	Santa Rita/Black	2015
T5.	Diana Diaz	<i>Twilight</i>	Kottinger/First	2015
T6.	Bianca Nandzik	<i>Wildflowers and Native Butterfly</i>	Main/Del Valle	2015
T7.	Bobby Houghton	<i>A Sunflower Day</i>	Bernal/Case	2015
T8.	Robert Heubel	<i>The Most Pleasant Hills</i>	Sunol/Mission	2015
T9.	Irma Grant	<i>Hummingbirds</i>	Stanley/First	2015
T10.	Tony Bailey	<i>Albert "Shrimp" Burns</i>	Stanley/California	2015
T11.	Austin Willis	<i>Happy Faces</i>	Santa Rita @ Amador High	2015
T12.	Austin Willis	<i>Dreamscape</i>	Bernal and Case	2016
T13.	Bianca Nandzik	<i>California Wildlife</i>	Bernal and 680	2016
T14.	Alma Ramirez	<i>Nature's Bliss</i>	Bernal and First	2016
T15.	Tony Bailey	<i>1913</i>	Bernal and Koll	2016
T16.	Bianca Nandzik	<i>California Mammals</i>	Bernal and 680 Offramp	2017
T17.*	Ally McKay	<i>Stop and Smell the Flowers</i>	Valley and Stanley	2018
T18.*	Irma Grant	<i>Bicycle Box</i>	W. Las Positas and Iron Horse Trail	2018
T19.*	Molly Keen	<i>Poetree</i>	Hopyard and Black	2018
T20.*	Pedro Mercado	<i>Untitled</i>	Valley and Bernal	2018

Appendix B **Required Services**

1. Coordinate all work with Public Art Program

Work closely with the Collections Manager to develop long range planning and immediate needs for conserving artworks in the Public Art program collection as well as prioritize needs and goals. Attend meetings to determine scheduling and oversight of ongoing public art projects, if needed.

2. Field Collection Management

Assessment and report of the physical condition of works in the Public Art Collection to include immediate needs, interim maintenance recommendations and long range goals for the preservation of the Collection.

3. Additional Service Work

- a. Work with Collections Manager, Landscape Architect and additional vendors on installations of new pieces.
- b. Maintain physical presence on work sites and good communication with contractors/skilled laborers to assure reasonable time allotments and quality of service.

Basic Services

1. Conservation

Refine the conservation schedule to reflect contemporary techniques for long-term and immediate care of public artworks.

2. Maintenance

- a. Refine the maintenance schedule for all works in the Public Art Collection, based on both regular preventative care and situation responses such as vandalism, public safety, artwork deterioration, site maintenance, lighting issues and mechanical considerations affecting presentations.
- b. **Submit Monthly Schedule of Tasks to be Performed** – In collaboration with Collections Manager, create and deliver a monthly assessment of repairs, scheduled and emergency maintenance and on-going conservation to be completed, to include materials to be used for projects and to be approved for reimbursement.

- 3. Fundamental Service Responsibilities** - Includes care of collection and is considered to include care and maintenance of artwork. Included in this responsibility is cleaning, waxing, painting, restoring, photographing, assisting with contractors and cost estimation of work. May also include some light care of landscape materials.
 - a. Graffiti Clean Up Response**
Report graffiti in a timely manner to Operations Services Department and work with them to abate.
 - b. Safety**
Develop a priority system to determine safety issues for works in the Public Art Collection, with consideration for Public Safety, artwork safety and the safety of skilled and contract laborers engaged in maintenance.
- 4. On-Going Visual and Photographic Inventory of the Collection**
Create digital (and other) imagery to interface with Program software, maintaining a visual record to reflect current inventory and conservation status. Document collection may be used for other purposes such as advertising, catalogs, special events, and educational purposes.
- 5. Review Proposed Art Projects**
Collaborate with Collections Manager to identify potential problems with installations and future maintenance and conservation of art projects. Work with selection committees to enable artists to create lasting works for the collection with reasonable maintenance needs.
 - a. Identify Critical Issues**
Bring critical issues to the attention of the Collections Manager in a timely manner. Assist in creating creative solutions to unusual problems and challenges.
 - b. Appropriateness**
Collaborate with the Collections Manager to determine site, aesthetic and cultural appropriateness of works in the collection and future projects.

Associated Business Needs/Specifications

- 1. Mileage**
Accurate record keeping of mileage used in regular performance of duties including maintenance/conservation, supply procurement, on-site documentation and any travel associated with the performance of duties described above.
- 2. Reimbursable Items**
Public Art Conservation Coordinator will be reimbursed for items bought in support of this contract. All such items will become the property of the City.

The Coordinator must maintain an inventory of these items and submit Inventory Reports on an every other month basis. The report will highlight those items procured since the previous submission of the Inventory Report.

Project/Process Schedule

The following project/process timeline is anticipated:

Requests for Proposals is Distributed (RFP)	April 27, 2018
Proposals Due	May 25, 2018 by 2pm
Screening of Proposals	May 29-30, 2018
Notify Finalists	June 1, 2018
Oral Interviews (if needed)	Monday, June 4, 2018
Selection of Organization(s)/Company(s)	Tuesday, June 5, 2018
Contract Signed	June 2018
Season Begins	July 1, 2018

Appendix C
Sample Services Agreement

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this ____ day of _____ 201_, between the CITY OF PLEASANTON, a municipal corporation (“City”), and _____, a (insert type of business entity here e.g. corporation, sole proprietorship etc.) whose address is _____, and telephone number is _____, (“Consultant”).

RECITALS

- A. Consultant is qualified to and experienced in providing, plan review and inspection services for the purposes specified in this Agreement.
- B. City finds it necessary and advisable to use the services of the Consultant for the purposes provided in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, City and Consultant agree as follows:

1. **Consultant’s Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in Exhibit A. Consultant shall provide said services at that time, place and in the manner specified in Exhibit A.
2. **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Consultant shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. City shall furnish to Consultant only the facilities and equipment listed in Exhibit A according to the terms and conditions set forth in Exhibit A.
3. **Terms.** This contract shall commence on the date written above and shall expire on _____.
4. **Compensation.** City shall pay Consultant for services rendered pursuant to this Agreement as described more particularly in Exhibit A. The payments shall be made on a monthly basis upon receipt and approval of Consultant’s invoice. Total compensation for services and reimbursement for costs shall not exceed \$_____.
 - a. Invoices submitted to City must contain a brief description of work performed, time used and City reference number. Payment shall be made within thirty (30) days of receipt of Consultant’s invoice and approved by City.

- b. Upon completion of work and acceptance by City, Consultant shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Consultant fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

5. **Sufficiency of Consultant's Work**. All reports, drawings, designs, plan review comments and work product shall be adequate and sufficient to meet the purposes for which they are prepared.

6. **Ownership of Work**. All reports, drawings, designs, plan review comments, work product, and all other documents completed or partially completed by CONSULTANT in the performance of this Agreement shall become the property of the CITY. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment. Consultant shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

7. **Changes**. City may request changes in the scope of services to be provided by Consultant. Any changes and related fees shall be mutually agreed upon between the parties and subject to a written amendment to this Agreement.

8. **Consultant's Status**. In performing the obligations set forth in this Agreement, Consultant shall have the status of an independent contractor and Consultant shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Consultant are its agents and employees and are not agents or employees of City.

9. **Termination for Convenience of City**. The City may terminate this Agreement at any time by mailing a notice in writing to Consultant. The Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the work actually completed at the time the notice of termination is received.

10. **Non-Assignability**. The Consultant shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Consultant shall be solely responsible for reimbursing subcontractors.

11. **Indemnity and Hold Harmless**. Consultant shall defend, indemnify, and hold harmless, the City and its officers, agents and employees from and against all claims, losses, damage, injury, and liability for damages arising from, or alleged to have arisen from, errors, omissions, negligent or wrongful acts of the Consultant in the performance of its services under this Agreement, regardless of whether the City has reviewed or approved the work or services which has given rise to the claim, loss, damage, injury or

liability for damages. This indemnification shall extend for a reasonable period of time after completion of the project as well as during the period of actual performance of services under this Agreement. The City's acceptance of the insurance certificates required under this Agreement does not relieve the Consultant from its obligation under this paragraph.

12. **Insurance.** During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense the following minimum insurance coverage, or such greater or broader coverage if available in Consultant's policies, with insurers with an A.M. Best's rating of no less than A:VII:

- a. **General Liability and Bodily Injury Insurance.** Commercial general liability insurance with limits of at least \$1,000,000 combined limit for bodily injury and property damage that provides that the City, its officers, employees and agents are named as additional insureds under the policy as evidenced by an additional insured endorsement satisfactory to the City Attorney. The policy shall state in writing either on the Certificate of Insurance or attached rider that this insurance will operate as primary insurance for work performed by Consultant and its subconsultants, and that no other insurance effected by City or other named insured will be called on to cover a loss.
- b. **Automobile Liability Insurance.** Automobile liability insurance with limits not less than \$1,000,000 per person/per occurrence.
- c. **Workers' Compensation Insurance.** Workers' Compensation Insurance for all of Consultant's employees, in strict compliance with State laws, including a waiver of subrogation and Employer's Liability Insurance with limits of at least \$1,000,000.
- c. **Professional Liability Insurance.** Professional liability insurance in the amount of \$1,000,000.
- d. **Certificate of Insurance.** Consultant shall file a certificate of insurance with the City prior to the City's execution of this Agreement, and prior to engaging in any operation or activity set forth in this Agreement. The Certificate of Insurance shall provide in writing that the insurance afforded by this Certificate shall not be suspended, voided, canceled, reduced in coverage or in limits without providing notice to the City in accordance with California Insurance Code section 677.2 which requires the notice of cancellation to: 1) include the effective date of the cancellation; 2) include the reasons for the cancellation; and 3) be given at least 30 days prior to the effective date of the cancellation, except that in the case of cancellation for nonpayment of premiums or for fraud, the notice shall be given no less than 10 days prior to the effective date of the cancellation. Notice shall be sent by certified mail, return receipt requested. In addition, the insured shall provide thirty (30) days prior written notice to the City of any cancellation, suspension, reduction of coverage or in limits, or voiding of the insurance coverage required by this agreement. The City reserves the right to require complete certified copies of policies.
- e. **Waiver of Subrogation.** The insurer agrees to waive all rights of subrogation against the City, its officers, employees and agents.

- f. Defense Costs. Coverage shall be provided on a “pay on behalf of” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusions.
- g. Subcontractors. Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited naming additional insureds.

13. **Notices.** All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

To Consultant: _____

To City: City Manager
 City of Pleasanton
 P.O. Box 520
 Pleasanton, CA 94566

14. **Conformance to Applicable Laws.** Consultant shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Consultant shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

15. **Licenses, Certifications and Permits.** Prior to the City’s execution of this Agreement and prior to the Consultant’s engaging in any operation or activity set forth in this Agreement, Consultant shall obtain a City of Pleasanton business license, which must be kept in effect during the term of this Agreement. Consultant covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement.

16. **Records and Audits.** Consultant shall maintain all records regarding this Agreement and the services performed for a period of three years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit.

17. **Confidentiality.** Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

18. **Conflicts of Interest.** Consultant covenants that other than this Agreement, Consultant has no financial interest with any official, employee or other representative of the City. Consultant and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Consultant’s services under this Agreement. If such an interest arises, Consultant will immediately notify the City.

19. **Waiver.** In the event either City or Consultant at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation.

20. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue in the applicable court or forum for Alameda County.

21. **No Personal Liability.** No official or employee of City shall be personally liable to Consultant in the event of any default or breach by the City or for any amount due Consultant.

22. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

23. **Scope of Agreement.** This writing constitutes the entire Agreement between the parties. Any modification to the Agreement shall be in writing and signed by both parties.

THIS AGREEMENT executed the date and year first above written.

CITY OF PLEASANTON

CONSULTANT

Nelson Fialho, City Manager

By: _____

Its: _____

ATTEST:

Karen Diaz, City Clerk

APPROVED AS TO FORM:

Daniel G. Sodergren, City Attorney